** Revised **

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

TUESDAY, APRIL 1, 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/CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, APRIL 1, 2025

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. PASTOR PRENTIS LEWIS, GREATER STARLIGHT BAPTIST CHURCH

CLOSED SESSION (Items 2-5)

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

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

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

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: CAM-Carson, LLC v. Carson Reclamation Authority, City of Carson and Successor Agency to the Carson Redevelopment Agency, Los Angeles Superior Court Case No. 20STCV16461.

3. CONFERENCE WITH 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.

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

— A closed session will be held, pursuant to Government Code Section 54956.9 (d)(4), because the City is considering whether to initiate litigation in 1 potential case(s).

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

— A closed session will be held, pursuant to Government Code Section 54956.9(d)(2) or (d)(3) and (e)(1), because there is a significant exposure to litigation in 1 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) (Items 6-7)

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

7. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE

PRESENTATIONS (Items 8-13)

8. RECOGNITION OF LUIS SANCHEZ, STUDENT FROM THE CALIFORNIA ACADEMY OF MATHEMATICS AND SCIENCE, AS THE RECIPIENT OF A $50,000 SCHOLARSHIP FROM SOUTHERN CALIFORNIA EDISON

9. UPDATE FROM PUBLIC WORKS COMMISSION

10. PROCLAMATION RECOGNIZING APRIL AS AUTISM AWARENESS MONTH

11. PROCLAMATION RECOGNIZING APRIL AS NATIONAL LIBRARY WEEK

12. PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH

13. PROCLAMATION RECOGNIZING APRIL AS NATIONAL PRESCRIPTION DRUG TAKE BACK DAY

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 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: MARCH 18, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE the minutes as listed.

CONSENT (Items 15-32)

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.

15. CONSIDER ADOPTING RESOLUTION NO. 25-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,090,569.05 , DEMAND CHECK NUMBERS 178051 THROUGH 178422 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-047, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,090,569.05, DEMAND CHECK NUMBERS 178051 THROUGH 178422."

16. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report.

17. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE this report.

18. CONSIDER APPROVING AMENDMENT NO. 6 TO PURCHASE AGREEMENT (C-22-202) AND PURCHASE ORDER (22300822) WITH GOFORTH & MARTI TO PURCHASE, DELIVER, AND INSTALL OFFICE FURNITURE FOR THE CITY HALL COUNCIL OFFICE RECEPTION AREA AND AT BUILDING "A" OF THE PUBLIC WORKS CORPRATION YARD (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 6 to the Purchase Agreement by and between the City of Carson and Goforth & Marti to purchase, deliver, and install office furniture for the City Hall council office recpetion area and Building "A" of the Public Works Corporation Yard for a cost of $53,534.05.

— 2. AUTHORIZE the Mayor to execute Amendment No. 6, following approval as to form by the City Attorney.

19. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT BETWEEN RICHARD AND IMELDA POBLETE AND CITY OF CARSON (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Settlement Agreement between RICHARD AND IMELDA POBLETE and City of Carson

— 2. AUTHORIZE City Manager to execute the Agreement

20. ADOPT RESOLUTION NO. 25-020 ADOPTING THE CITY OF CARSON 2024 LOCAL HAZARD MITIGATION PLAN (LHMP) AND AMENDING THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S LOCAL HAZARD MITIGATION PLAN 2024 IN ACCORDANCE WITH ASSEMBLY BILL 2140 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-020, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE 2024 LOCAL HAZARD MITIGATION PLAN FOR THE CITY OF CARSON AND AMENDING THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S 2024 LOCAL HAZARD MITIGATION PLAN IN ACCORDANCE WITH ASSEMBLY BILL 2140."

21. CONSIDER APPROVING A PURCHASING AND SERVICE AGREEMENT WITH JOHNSON CONTROLS, INC., TO PURCHASE AXIS BODY WORN CAMERA SYSTEM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Purchase and Service Agreement with Jonson Controls to purchase the axis body worn camera system and provide three-year of equipment service in the amount not to exceed $149,576.70, with City option to extend the agreement for one (1) additional three-year term; and

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

22. CONSIDER APPROVING THE MEASURE A ACQUISITION GRANT MASTER AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT THAT WILL EXPAND FRIENDSHIP MINI PARK, AND RESOLUTION NO. 25-044 TO FORMALLY ALLOCATE THE GRANT FUNDS (CITY COUNCIL)

RECOMMENDATION ACTION

— 1. APPROVE the “Measure A Acquisition Grant Master Agreement” with the Los Angeles County Regional Park and Open Space District (Exhibit No. 1; the “Master Agreement,” or “Agreement”); and

— 2. WAIVE further reading and ADOPT Resolution No. 25-044, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND THE SPECIAL REVENUE FUNDS."

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

23. CONSIDER APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION (CONTRACT NO. 24-132) FOR MOWING AND LANDSCAPE MAINTENANCE SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. Approve the proposed Amendment No. 1 to the Agreement with Swayzer Corporation for landscape services through June 30, 2026 at a not-to-exceed sum of $411,352.58, thereby increasing the total not-to-exceed Contract Sum to $822,705.36 (Exhibit No. 2; "Amendment"); and

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

24. CONSIDER RESOLUTION NO. 25-049 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; REPLACING AND SUPERSEDING RESOLUTION NO. 25-037 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-049, " 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. (REPLACING AND SUPERSEDING RESOLUTION NO. 25-037)"

25. CONSIDER RESOLUTION NO. 25-050 APPROVING AN UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) FULL-TIME UNION, LOCAL 1017 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-050, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 1017 FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2027."

26. CONSIDER ADOPTING RESOLUTION NO. 25-040, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE JULY 1, 2024 (CITY COUNCIL)

RECOMMENDED ACTION

— WAIVE further reading and ADOPT Resolution No. 25-040, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE JULY 1, 2024, AND RESCINDING RESOLUTION NO. 23-152"

27. CONSIDER AWARD AND APPROVAL OF TWO CONTRACT SERVICES AGREEMENTS WITH ECONOMIC & PLANNING SYSTEMS, INC. (EPS) FOR DEVELOPMENT IMPACT FEES AND COMMUNITY BENEFITS SERVICES AND RSG, INC. (RSG) FOR INCLUSIONARY HOUSING & IN-LIEU FEES, COMMERCIAL & INDUSTRIAL LINKAGE FEES, AND COMMUNITY FACILITIES DISTRICTS OR ALTERNATIVE FUNDING MECHANISM SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE a Contract Services Agreement with EPS to provide consulting services for Development Impact Fees, Community Benefits, and related implementation at a cost not to exceed $508,725 for a five-year term (Exhibit No. 1; "EPS Contract Services Agreement");

— 2. AWARD and APPROVE a Contract Services Agreement with RSG to provide consulting services for Inclusionary Housing and In-Lieu Fees, Commercial & Industrial Development Linkage Fee and related implementation at a cost not to exceed $529,086 for a five-year term (Exhibit No. 2; "RSG Contract Services Agreement");

— 3. AUTHORIZE the Mayor to execute the EPS Contract Services Agreement and the RSG Contract Services Agreement following approval as to form by the City Attorney; AND

— 4. WAIVE further reading and ADOPT Resolution No. 25-042, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ALLOCATE $508,725 OF INTERIM DEVELOPMENT IMPACT FEES (ADMINISTRATION) FOR PURPOSES OF ESTABLISHING A PERMANENT DEVELOPMENT IMPACT FEE PROGRAM & NEXUS STUDY".

28. CONSIDER CARSON'S 2024 ANNUAL HOUSING ELEMENT PROGRESS REPORT (CITY COUNCIL)

RECOMMENDED ACTION

— REVIEW Carson’s 2024 Annual Housing Element Progress Report.

— RECEIVE and FILE.

29. CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH CALTEC CORP. FOR PROJECT NO. 1786: CITY HALL BATHROOM AND KITCHENETTE RENOVATIONS AND CONSIDER APPROVAL OF RESOLUTION NO. 25-026, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to Public Works Agreement with Caltec Corporation for an additional amount of $198,475.52 to cover costs for design revisions.

— 2. ADOPT Resolution No. 25-026 “A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to increase project PW1786 budget authority by $198,475.52.

— 3. AUTHORIZE the Mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

30. CONSIDER TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1730: CITY OF CARSON EVENT CENTER EV CHARGING STATIONS AND CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH ALFARO COMMUNICATIONS CONSTRUCTION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 1 to Public Works Agreement with Alfaro Communications Construction and increase the project budget by $21,564.25

— 2. AUTHORIZE the Mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

— 3. ACCEPT as complete Project No. 1730: City of Carson Event Center EV Charging Stations.

— 4. AUTHORIZE staff to file a Notice of Completion.

31. CONSIDERATION OF RESOLUTION NO. 25-033 APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F024 REV. 1 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE CONSTRUCTION PHASE OF PROJECT 1649 [FEDERAL NO. HSIPL-5403(030)] AND RESOLUTION NO. 25-039, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS FOR TRAFFIC SIGNAL AND INTERSECTION UPGRADES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT Resolution No. 25-033, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F024 REV NO.1 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE CONSTRUCTION PHASE OF PROJECT NO. 1649 [FEDERAL NO. HSIPL-5403(030)].”

— 2. ADOPT Resolution 25-039, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to add reimbursable grant funds to project PW1649.

— 3. AUTHORIZE the Mayor to execute Program Supplement Agreement No. F024 Rev. No. 1 to the Administering Agency-State Master Agreement No. 07-5403F15 following approval as to form by the City Attorney.

32. DEPARTMENT OF PUBLIC WORK'S RIGHT-OF-WAY, SIDEWALK AND CURB/GUTTER REPAIR AND INSPECTION PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. RECEIVE and FILE this information

SPECIAL ORDERS OF THE DAY (Items 33-34)

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.

33. PUBLIC HEARING TO CONSIDER A POTENTIAL AMENDMENT TO THE CITY'S SUBDIVISION ORDINANCE (CHAPTER 2 OF ARTICLE IX OF THE CARSON MUNICIPAL CODE) TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS

RECOMMENDED ACTION

— OPEN the public hearing, TAKE public testimony; and close the public hearing; AND

— CONTINUE the item.

34. CONTINUANCE OF 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 (Items 35-37)

35. CONSIDER SELECTION OF THE MAYOR PRO-TEMPORE (CITY COUNCIL)

RECOMMENDED ACTION

— SELECT the next Mayor Pro Tempore for the City of Carson by a majority vote of the City Council.

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

RECOMMENDED ACTION

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

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

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

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

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

37. CONSIDER PLANTING A TREE TO HONOR THE MEMORY OF OSCAR RAMOS (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE the planting of a tree at a City park to honor the memory of Oscar Ramos.

ORDINANCE SECOND READING

MEMORIAL ADJOURNMENTS

RECOGNITION OF OSCAR RAMOS

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 28, 2025

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
MARCH 18, 2025
5:00 P.M.

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

The meeting was called to order at 5:04 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Jawane Hilton 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 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

Council Members/Agency Members/Authority Board Members Absent:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes (Entered at 5:07 P.M.)

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

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

INVOCATION (Item 1)

Pastor William Todd Erving, Carson Community Deliverance Church, gave a prayer.

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

   Bishop Terry Lovell Brown Sr. was not present.

CLOSED SESSION (Items 2-4)

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, and 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.

— A closed session will be held, pursuant to Government Code Section 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.

ACTION: No reportable action.

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 three cases.

ACTION: The City Council covered one of the three cases and there was 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 5:08 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

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

The meeting was reconvened at 6:08 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) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:10 PM

Captain Norman thanked Mayor Davis-Holmes for the appreciation barbecue that was hosted by the City of Carson in recognition of her staff's efforts during the Los Angeles fires. She thanked

her for attending the event and expressing her appreciation to all the Carson Deputies, professional staff and appreciates her support and recognition. She thanked Mayor Davis-Holmes, Council Member Dear, and Council Member Rojas for meeting with her.

Captain Norman summarized the recent law enforcement activities.

Mayor Pro Tempore, Dr. Hilton asked about an accident that took place between Central Avenue and University Drive and wanted to know the outcome. Captain Norman responded to his question.

Council Member Dear stated he looks forward to working with the Captain and his colleagues.

PRESENTATIONS (Items 6-9)

6. UPDATE FROM SENIOR CITIZENS ADVISORY COMMISSION- 6:14 PM

Vergie Seymore, Chair of the Senior Citizens Advisory Commission, provided handouts to share with the Mayor and City Council. She introduced Julie Ruiz-Raber, Vice Chair of the Senior Citizens Advisory Commission. Chair Seymore shared the commission's accomplishments from the past year. She recognized staff members Amanda Valorosi, Dani Cook, and Melody Carter and thanked them for their outstanding work and support of the commission.

Vice Chair Julie Ruiz-Raber shared the commission's goals. There were other commissioners in attendance.

7. PROCLAMATIONS RECOGNIZING MARCH AS KIDNEY AWARENESS MONTH- 6:26 PM

Council Member Hicks, Sr. noted representative from Davita was not present. He read the proclamation and presented to Chair Vergie Seymore of the Senior Citizens Advisory Commission who accepted the proclamation instead with words of gratitude.

8. CERTIFICATES OF RECOGNITION IN HONOR OF WOMEN'S HISTORY MONTH- 6:31 PM

Mayor Davis-Holmes read the proclamation and recognized the women of the Executive Team - City Clerk Dr. Khaleah Bradshaw, City Treasurer Monica Cooper, Director of Public Safety Nora Garcia, Energy and Sustainability Officer Reata Kulcsar, City Attorney Sunny Soltani, and Council Member Arleen Rojas. She presented each of them with a proclamation.

9. CERTIFICATE OF APPRECIATION TO THE WINNER OF THE RISING STAR COMPETITION- 6:41 PM

Mayor Davis-Holmes read and presented a Certificate of Appreciation to Dovie Moananu, winner of the Rising Star Competition. She read her winning essay. Photos were taken.

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

This item was heard under Item No. 30.

APPROVAL OF MINUTES (Item 10)

Item No. 10 was heard after the break.

10. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: MARCH 4, 2025 AND FEBRUARY 26, 2025 (CITY COUNCIL)- 8:33 PM

RECOMMENDED ACTION

-APPROVE the minutes as listed.

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

CONSENT (Items 11-27)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes previously removed Item No. 17 from Consent with no objection heard which was heard after Item No. 28.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested to remove Item No. 22 from Consent and continued the item.

City Manager Roberts, Jr. requested to remove Item No. 20 for discussion with no objection heard.

Council Member/Agency Member/Authority Board Member Hicks, Sr. requested to remove Item No. 23 for discussion.

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

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)- 8:34 PM

RECOMMENDED ACTION

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

ACTION: Item No. 11 was approved on Consent.

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)- 8:34 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this report.

ACTION: Item No. 12 was approved on Consent.

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)- 8:34 PM

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.

ACTION: Item No. 13 was approved on Consent.

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)- 8:34 PM

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".

ACTION: Item No. 14 was approved on Consent.

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)- 8:34 PM

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".

ACTION: Item No. 15 was approved on Consent.

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)- 8:34 PM

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".

ACTION: Item No. 16 was approved on Consent.

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)- 6:59 PM

**** Item was Removed from Consent**

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.

Item No. 17 was heard after Item No. 28.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes removed Item No. 17 from Consent due to the consultant waiting in the audience.

City Manager Roberts, Jr. gave a report.

Gary Carter, Director of Information Technology and Security, elaborated on the report and gave a PowerPoint presentation on the Project Scope of Work.

Council Member/Agency Member/Authority Board Member Dear asked about the timeline of the project and when the residents could expect to enjoy the results. Director Carter shared that the

goal is before the World Cup.

The City Council thanked Director Carter and his team for their work.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton exited the meeting at 7:13 P.M.)

Director Carter introduced Senior IT Project Support Analyst Jamila Haji and IT Manager Hector Ramirez. He also introduced Ahmad Olomi, Executive Vice President of HP Communications, Inc. who offered comments.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton reentered the meeting at 7:15 P.M.)

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

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) - 8:34 PM

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

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER THE CARSON HOUSING AUTHORITY'S ANNUAL REPORT AS REQUIRED BY STATE SENATE BILL 341 (HOUSING AUTHORITY)- 8:34 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE.

ACTION: Item No. 19 was approved on Consent.

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)- 8:36 PM

** Item was Removed from Consent

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."

Item No. 20 was heard after approval of the Consent items.

City Manager Roberts, Jr. gave a report. AFSCME Local 809 submitted MOU key points for ratification.

ACTION: Motion to approve the Memorandum of Understanding between the City of Carson and the American Federation of State, County, and Municipal Employees Union (AFSCME) Local 809 as a Tentative Agreement submitted by Dr. Jawane Hilton, seconded by Jim Dear and will be brought back for full ratification at the next City Council Meeting resulting in 5-0-0-0-0.

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

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)- 8:34 PM

RECOMMENDED ACTION

— RECEIVE AND FILE

ACTION: Item No. 21 was approved on Consent.

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) - 8:34 PM

** Item was Removed from Consent

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.

Item No. 22 was heard after Item No. 20.

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued Item No. 22 to April 1, 2025.

23. CONSIDER APPROVING A CONTRACT WITH ED'S FENCING, INC. TO REPLACE THE TENNIS COURT FENCING AT DOLPHIN PARK (CITY COUNCIL)- 8:39 PM

**** Item was Removed from Consent**

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.

City Manager Roberts, Jr. gave a report.

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

24. CONSIDER APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE AGREEMENT WITH LYFT, INC. FOR SUBSIDIZED LYFT RIDES BY ONE ADDITIONAL YEAR (CITY COUNCIL)- 8:34 PM

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

ACTION: Item No. 24 was approved on Consent.

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). - 8:34 PM

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.

ACTION: Item No. 25 was approved on Consent.

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)- 8:34 PM

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.

ACTION: Item No. 26 was approved on Consent.

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)- 8:34 PM

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.

ACTION: Item No. 27 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Item 28)

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)- 6:45 PM

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.

Item No. 28 was heard after Item No. 9.

Housing Specialist Toni Carter introduced consultant Dominique Clark from RSG who gave a PowerPoint presentation of the Five-Year Consolidated Plan.

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

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes declared the Public Hearing open and continued to May 6, 2025.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton asked if national cuts happening will impact these funds. Consultant Dominique Clark stated at this time there is no word on U.S. Department of Housing and Urban Development (HUD) cuts.

Council Member/Agency Member/Authority Board Member Hicks, Sr. asked if there are extra funds that can be rolled over and staff stated that is true and unused funds can roll over.

Council Member/Agency Member/Authority Board Member Dear stated that if Elon Musk has his way there will be no HUD funding. He asked if the consultant and staff can begin identifying a backup plan of other funds that may need to be tapped in the event funds are cut for the city to be prepared. Housing Specialist Deborah Scott stated that staff has applied for other grants in the event other funds are needed. She mentioned the city has the Permanent Local Housing Allocation (PLHA) Program funds for first time home buyers as well. Deborah Scott thanked Council Member Hicks, Sr. and Council Member Rojas for their support and efforts.

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)- 8:42 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. 23.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted she will coordinate with staff for the pending oaths and distribution of Certificates of Appointment to the respective commission, committee, and board members.

ACTION: No action taken.

ORDINANCE SECOND READING (Items 30-31)

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)- 7:17 PM

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"

Item No. 30 was heard after Item No. 17.

The following individuals offered comments regarding Item No. 30:

Pastor Tom Alexander - oppose

Virgil Tolentino - oppose

John Morgan - oppose

Dan Guzman, representing Knights of Columbus - oppose

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

Richard Cordero - oppose

Tala Misa - oppose

Stacy Mungo Flanigan - Requested to amend the item to adopt AB 1403 and implement a strict drone program

Pastor John Shober - oppose

Carol Domingo - oppose

Fe Koons - oppose

Valerie George - oppose

Dianne Thomas - support

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

Main Motion

Motion to approve staff recommendation submitted by Davis-Holmes and such as those which the home Dignity Health Sports Park who stated will allow Carson residents to visit the fireworks show to be presented free of charge to watch in a controlled environment and work with the non-profit organizations to come up with other ways to generate revenue.

Council Member/Agency Member/Authority Board Member Hicks, Sr. offered comments and seconded the motion made by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

Substitute Motion

Council Member/Agency Member/Authority Board Member Dear offered a substitute motion to reject the vote that took place two weeks ago, to allow fireworks sales for the non-profit organizations and conduct a study to see if a vote of the people would be appropriate in the near future and if there is sentiment in the community for a vote we should have an election to decide the ban to sell safe and sane fireworks and seconded by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton offered a friendly amendment to the substitute motion to amend the city fireworks ordinance to incorporate AB 1403 allowing the City to collect funds for an enforcement program. Additionally, he requested the City Attorney to draft ballot language giving the City Council the option either to continue allowing the sale of safe and sane fireworks or if the voters choose to vote against it then move forward towards the ban; therefore, would like to take it to a vote of the people.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton restated his motion to amend the city's fireworks ordinance to incorporate AB 1403 allowing the City to collect funds for an enforcement program and requested the City Attorney draft ballot language for the next citywide election giving the City Council the option to either continue allowing the sale of safe and sane fireworks question for the people or if they choose to vote against it then we move toward the ban. The people have the say. Council Member/Agency Member/Authority Board

Member Dear accepted Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton's friendly amendment to his substitute motion.

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

Mayor/Agency Chairman/Authority Chairman Davis-Holmes made a motion to call for the question to end debate, seconded by Hicks, Sr. resulting in a roll call vote of 3 to 1 with Dear voting No.

Director Garcia reminded everyone of the Rules of Decorum.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes withdrew her motion to call for the question to end debate.

City/Agency/Authority Attorney Soltani addressed the Rules of Decorum.

Council Member/Agency Member/Authority Board Member Dear offered comments in support of his substitute motion.

Vote on the Substitute Motion

Roll call vote resulting in 3 to 2 with Rojas and Davis-Holmes voting No.

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

Motion to Reconsider Vote on the Substitute Motion

Council Member/Agency Member/Authority Board Member Hicks, Sr. made a motion to reconsider his vote of the Substitute Motion as a No vote, seconded by Mayor Davis-Holmes resulting in 3 to 2 with Dear and Dr. Hilton voting No.

Vote on Main Motion

Vote resulting in 3 to 2 with Dr. Hilton and Dear voting No.

RECESS

The meeting was recessed at 8:21 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes for a break.

RECONVENE

The meeting was reconvened by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to Item No. 10.

Motion To Approve submitted by Mayor Lula Davis-Holmes seconded by Cedric L. Hicks Sr. resulting in 3-2-0-0-0 Opposed by Dr. Jawane Hilton, Jim Dear

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).- 8:44 PM

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".

Item No. 31 was heard after Item No. 29.

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

MEMORIAL ADJOURNMENTS

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

D'Wayne Wiggins

Imeld "Melly" Eaves

Fely Aranda Candari

Bienvenida Tamayo Jovellanos

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton gave a prayer.

Council Member/Agency Member/Authority Board Member Rojas requested to add Don Magno Montelibano to the Memorial Adjournment Requests.

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

This item was heard after Oral Communications (Council Members).

Brandi Lewin

Introduced members of the Disabilities Commission Task Force; offered comments in support of the creation of a Disabilities Subcommittee to work with the Human Relations Commission; spoke about non-profit organizations

Mayor/Agency Chairman/Authority Chairman Davis-Holmes requested Council Aide Brian Legaspi, Council Aide K.W. Tulloss and Council Member Dear to work with Brandi Lewin on the Disabilities Subcommittee.

Luz Padua

Thanked the Mayor for allowing the creation of the Disabilities Subcommittee; spoke about the Rules of Decorum

RECONVENE

The meeting was reconvened at 9:05 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to allow Robert Lesley and Sherri Hodges to speak.

Robert Lesley

Spoke about Environmental Impact Reports on future developments

Sherri Hodges

Stated she was disappointed with the decorum this evening; asked about the status of the Browning Field

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

None.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member Hicks, Sr. announced the following:

- Food Giveaway, Friday, April 18, 2025, from 9:00 A.M. to 11:00 A.M. at Calas Park, 1000 E. 220th Street, Carson, in collaboration with Venice Family Clinic; for more information contact Council Aide Cac Le at 562-578-4679.

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

Council Member/Agency Member/Authority Board Member Rojas attended the National League of Cities in Washington DC; met with Congresswoman Nanette Barragan and discussed funding for the City's Emergency Operations Center who is aware the City is preparing for World Cup 2026 and LA '28 Olympics.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes announced the following:

- State of the City Address, Thursday, March 20, 2025, at 11:00 A.M. at the Carson Event Center; over 700 RSVPs; guide for the next four years and accomplishments
- Requested staff to reach out to the Los Angeles County Department of Public Works to provide an update of the Dominguez Channel at a future City Council Meeting
- Awesome Groundbreaking Ceremony yesterday at the Imperial Avalon site

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton announced Town Hall Meeting, April 8, 2025, at 6:30 P.M., Stevenson Park.

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 9:04 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

The meeting was reconvened at 9:05 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes to allow Robert Lesley and Sherri Hodges to speak.

The meeting was adjourned at 9:11 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

_____

Lula Davis-Holmes

Mayor/Agency Chairman/Authority Chairman

ATTEST:

_____

Dr. Khaleah K. Bradshaw

City Clerk/Agency Secretary/Authority Secretary

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 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. 25-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,090,569.05 , DEMAND CHECK NUMBERS 178051 THROUGH 178422 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-047, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,090,569.05, DEMAND CHECK NUMBERS 178051 THROUGH 178422.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-047, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,090,569.05, DEMAND CHECK NUMBERS 178051 THROUGH 178422."

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 April 1, 2025, the City Council ratified the above demand numbers 178051 through 178422. 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 $7,090,569.05.

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 1ST DAY OF APRIL, 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 1ST DAY OF APRIL, 2025 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. 25-047, adopted by the City of Carson City Council at its meeting held on April 1, 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 TO DEMAND REGISTER RESOLUTION #25-047

Attachments

Exhibit 1 Demand Register Reso# 25-047.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178051	03/05/2025	PRINTED	010000	MONICA RAGUDO	40.00			
178052	03/05/2025	PRINTED	007851	SAMI'S REFEREES LLC	17,440.00			
178053	03/06/2025	PRINTED	004020	ABTECH TECHNOLOGIES INC	847.70			
178054	03/06/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	39,918.75			
178055	03/06/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	485,358.48			
178056	03/06/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	100.41			
178057	03/06/2025	PRINTED	007864	ALTA PLANNING + DESIGN, I	8,502.39			
178058	03/06/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	8,268.69			
178059	03/06/2025	PRINTED	002177	ARIZONA MACHINERY LLC	552.37			
178060	03/06/2025	PRINTED	002177	ARIZONA MACHINERY LLC	1,284.86			
178061	03/06/2025	PRINTED	001001	AT&T PHONE	2,413.54			
178062	03/06/2025	PRINTED	004410	B D WHITE TOP SOIL CO INC	780.58			
178063	03/06/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	890.89			
178064	03/06/2025	PRINTED	003981	BIOMETRICS 4 ALL INC	6.75			
178065	03/06/2025	PRINTED	001438	BLUE DIAMOND MATERIALS	1,297.37			
178066	03/06/2025	PRINTED	000348	BLUEPRINT SERVICE	359.37			
178067	03/06/2025	PRINTED	001435	ROBERT BOYD	50.00			
178068	03/06/2025	PRINTED	001762	ROGER BRANCH JR	50.00			
178069	03/06/2025	PRINTED	007656	BREEN DESIGN GROUP, INC	3,000.00			
178070	03/06/2025	PRINTED	007436	CALHOUN, JILL	50.00			
178071	03/06/2025	PRINTED	008411	CALTEC CORP	114,181.27			
178072	03/06/2025	PRINTED	001489	CHOURA VENUE SERVICES	254.90			
178073	03/06/2025	PRINTED	008546	CHRISTINA RENTERIA	321.93			
178074	03/06/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	1,591.50			
178075	03/06/2025	PRINTED	000114	CITY OF CARSON PETTY CASH	95.14			
178076	03/06/2025	PRINTED	000803	CLEAN ENERGY	2,085.73			
178077	03/06/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	885.00			
178078	03/06/2025	PRINTED	000517	CODE PUBLISHING LLC	147.00			
178079	03/06/2025	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
178080	03/06/2025	PRINTED	004351	COLANTUONO HIGHSMITH AND	11,731.50			
178081	03/06/2025	PRINTED	008416	CORKY'S PEST CONTROL INC.	3,855.00			
178082	03/06/2025	PRINTED	008423	COUNTY OF LOS ANGELES	4,920.00			
178083	03/06/2025	PRINTED	001180	COUNTY OF LOS ANGELES	1,140.14			
178084	03/06/2025	PRINTED	003586	CS AND ASSOCIATES INC	2,195.00			
178085	03/06/2025	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
178086	03/06/2025	PRINTED	000534	DIRECTV	1,738.88			
178087	03/06/2025	PRINTED	007595	DONNIE R. DORSEY	50.00			
178088	03/06/2025	PRINTED	007512	EDDINGS ENTERPRISES, INC.	7,051.37			
178089	03/06/2025	PRINTED	008322	EVODC LLC	17,199.40			
178090	03/06/2025	PRINTED	008548	FELIPE OVIDIO MUNGUIA	250.00			
178091	03/06/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	877.60			
178092	03/06/2025	PRINTED	004437	GALLS LLC	1,007.42			
178093	03/06/2025	PRINTED	008095	GANDY GLASS CO., INC.	2,046.39			
178094	03/06/2025	PRINTED	008352	GRAFFITI PROTECTIVE COATI	5,638.26			
178095	03/06/2025	PRINTED	000793	GRAINGER	1,281.47			
178096	03/06/2025	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
178097	03/06/2025	PRINTED	007378	HERC RENTALS INC.	1,427.34			
178098	03/06/2025	PRINTED	000234	THE HOME DEPOT INC	2,208.99			
178099	03/06/2025	PRINTED	000514	HUNTINGTON HARDWARE CO IN	366.72			
178100	03/06/2025	PRINTED	001798	CHINYERE IFEACHO	50.00			
178101	03/06/2025	PRINTED	006497	INSIGHT PUBLIC SECTOR	420.15			
178102	03/06/2025	PRINTED	008314	INTERIOR PLUS, INC	348,818.43			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178103	03/06/2025	PRINTED	007824	INTERNATIONAL ASSOCIATION	398.00			
178104	03/06/2025	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
178105	03/06/2025	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
178106	03/06/2025	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
178107	03/06/2025	PRINTED	007866	LAWRENCE MICHAEL FLINTON	50.00			
178108	03/06/2025	PRINTED	003629	LEES TOOLS	6,028.48			
178109	03/06/2025	PRINTED	006596	PRENTISS E LEWIS	50.00			
178110	03/06/2025	PRINTED	006731	LIFESTATION INC	898.03			
178111	03/06/2025	PRINTED	008197	LIFTECH ELEVATOR SERVICES	1,214.00			
178112	03/06/2025	PRINTED	008337	LIVE, LLC	230.85			
178113	03/06/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	418.95			
178114	03/06/2025	PRINTED	008540	MARIBEL R PERALTA	50.00			
178115	03/06/2025	PRINTED	007605	MICHAEL K WILSON	50.00			
178116	03/06/2025	PRINTED	007664	WILLIAMS SCOTSMAN, INC.	349.00			
178117	03/06/2025	PRINTED	008326	MONTROSE ENVIRONMENTAL SO	12,000.00			
178118	03/06/2025	PRINTED	007964	MOUR GROUP ENGINEERING +	1,740.00			
178119	03/06/2025	PRINTED	007779	NEMIE P. MOSEQUERA	50.00			
178120	03/06/2025	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,407.20			
178121	03/06/2025	PRINTED	008410	PCN3, INC.	592,746.08			
178122	03/06/2025	PRINTED	000460	PETES ROAD SERVICE INC	162.00			
178123	03/06/2025	PRINTED	001020	PITNEY BOWES	283.65			
178124	03/06/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	1,266.00			
178125	03/06/2025	PRINTED	008459	PUB CONSTRUCTION INC	88,973.69			
178126	03/06/2025	PRINTED	001081	BRIAN RABER	50.00			
178127	03/06/2025	PRINTED	001255	JESSICA RAMOS	50.00			
178128	03/06/2025	PRINTED	008545	RANDY D. BROWN	50.00			
178129	03/06/2025	PRINTED	007207	RECREATION SUPPLY CO., IN	582.67			
178130	03/06/2025	PRINTED	000119	RED WING SHOE STORE	4,458.93			
178131	03/06/2025	PRINTED	010000	MID FIRST BANK	45.00			
178132	03/06/2025	PRINTED	010000	MID FIRST BANK	45.00			
178133	03/06/2025	PRINTED	010000	EDIATH HANKINS	250.00			
178134	03/06/2025	PRINTED	010000	FULLMER CONSTRUCTION	2,776.88			
178135	03/06/2025	PRINTED	010000	HOLLY OKONKWO	775.00			
178136	03/06/2025	PRINTED	010000	NEW MASA PARTNERS, LLC	11,458.27			
178137	03/06/2025	PRINTED	010000	RANDSTAD INHOUSE SERVICES	1,854.00			
178138	03/06/2025	PRINTED	000791	EMMANUEL A SALOMON	50.00			
178139	03/06/2025	PRINTED	000427	SAM'S CLUB DIRECT	2,676.15			
178140	03/06/2025	PRINTED	001605	SC FUELS	11,606.78			
178141	03/06/2025	PRINTED	006964	SCCI, INC.	975.00			
178142	03/06/2025	PRINTED	000172	SCMAF INC	150.00			
178143	03/06/2025	PRINTED	001667	SEA COAST DESIGN GROUP IN	3,261.29			
178144	03/06/2025	PRINTED	007632	SEAY, AL CARNEL	50.00			
178145	03/06/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	2,468.00			
178146	03/06/2025	PRINTED	000191	SMARDAN SUPPLY	577.76			
178147	03/06/2025	PRINTED	000211	SMART AND FINAL IRIS	164.03			
178148	03/06/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	49,675.43			
178149	03/06/2025	PRINTED	004417	SOCALGAS	18,499.08			
178150	03/06/2025	PRINTED	007784	SOUTHERN TIRE MART, LLC	318.77			
178151	03/06/2025	PRINTED	006384	CHARTER COMMUNICATIONS	13,186.44			
178152	03/06/2025	PRINTED	000718	STAPLES ADVANTAGE	314.58			
178153	03/06/2025	PRINTED	000149	TEK TIME SYSTEMS, INC	157.83			
178154	03/06/2025	PRINTED	005079	TELECOM LAW FIRM, PC	1,148.05			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178155	03/06/2025	PRINTED	008106	TOTUM CORP	6,280.00			
178156	03/06/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	15,135.67			
178157	03/06/2025	PRINTED	004017	TYLER TECHNOLOGIES	4,800.00			
178158	03/06/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	4,951.53			
178159	03/06/2025	PRINTED	008183	ULTRAVIOLET CYBER INC.	62,500.00			
178160	03/06/2025	PRINTED	006404	UNIFIRST CORPORATION	2,222.80			
178161	03/06/2025	PRINTED	003166	VERITIV CORPORATION	335.60			
178162	03/06/2025	PRINTED	001249	VERIZON WIRELESS	160.04			
178163	03/06/2025	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	13,684.40			
178164	03/06/2025	PRINTED	006220	WASTE RESOURCES, INC	529,884.97			
178165	03/06/2025	PRINTED	000212	WEST COAST ARBORISTS	155,765.00			
178166	03/06/2025	PRINTED	006522	WESTBERG AND WHITE INC	3,975.00			
178167	03/06/2025	PRINTED	008256	WESTERN A/V	31,486.31			
178168	03/06/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	2,025.28			
178169	03/06/2025	PRINTED	002925	KARL WILVERT	50.00			
178170	03/06/2025	PRINTED	004222	RICHARD WOODS JR	50.00			
178171	03/06/2025	PRINTED	000144	YAMADA CO INC	242.05			
178172	03/06/2025	PRINTED	008105	Z&K CONSULTANTS, INC	74,882.03			
178173	03/10/2025	PRINTED	008198	RENT FOR EVENT, LLC	32,999.99			
178174	03/13/2025	PRINTED	001842	3WIRE LLC	1,583.20			
178175	03/13/2025	PRINTED	000273	A Y NURSERY	9,178.31			
178176	03/13/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	438.39			
178177	03/13/2025	PRINTED	000899	ALL CITY MANAGEMENT SERVI	57,728.55			
178178	03/13/2025	PRINTED	006557	ALL STAR GLASS INC	527.31			
178179	03/13/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	4,285.06			
178180	03/13/2025	PRINTED	008425	AMERICAN GLOBAL SECURITY	34,954.24			
178181	03/13/2025	PRINTED	001078	AT & T LONG DISTANCE	57.66			
178182	03/13/2025	PRINTED	007541	B&B DISCOUNT POOL & SPA S	1,595.89			
178183	03/13/2025	PRINTED	004641	BILLYE BATES	50.00			
178184	03/13/2025	PRINTED	006273	BOA ARCHITECTURE	49,100.00			
178185	03/13/2025	PRINTED	000013	BOYS AND GIRLS CLUB OF CA	3,075.94			
178186	03/13/2025	PRINTED	006293	RUDOLFO BRILLANTES	50.00			
178187	03/13/2025	PRINTED	008509	BROTHERS IGNITING A GROOV	1,750.00			
178188	03/13/2025	PRINTED	001713	KELVIN BROWN SR	50.00			
178189	03/13/2025	PRINTED	001031	JESUS-ALEX CAINGLET	50.00			
178190	03/13/2025	PRINTED	000079	CALIFORNIA WATER SERVICE	50,618.23			
178191	03/13/2025	PRINTED	001489	CHOURA VENUE SERVICES	509.80			
178192	03/13/2025	PRINTED	001489	CHOURA VENUE SERVICES	15,337.24			
178193	03/13/2025	PRINTED	001489	CHOURA VENUE SERVICES	1,091.28			
178194	03/13/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	1,591.50			
178195	03/13/2025	PRINTED	008204	CJ CONCRETE CONSTRUCTION,	39,613.00			
178196	03/13/2025	PRINTED	008033	CLARENCE JOHNSON	100.00			
178197	03/13/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	126.79			
178198	03/13/2025	PRINTED	007159	CORODATA RECORDS MANAGEME	611.33			
178199	03/13/2025	PRINTED	001629	CORTEZ GRAPHICS	650.48			
178200	03/13/2025	PRINTED	007551	CRAINCO, INC.	915.60			
178201	03/13/2025	PRINTED	003586	CS AND ASSOCIATES INC	17,560.00			
178202	03/13/2025	PRINTED	006467	CESAR DAHILIG	50.00			
178203	03/13/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	425.74			
178204	03/13/2025	PRINTED	000268	DAILY JOURNAL CORP	1,016.00			
178205	03/13/2025	PRINTED	007948	DAVID VOLZ DESIGN LANDSCA	3,122.50			
178206	03/13/2025	PRINTED	002194	PAULINE DAVIS	50.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178207	03/13/2025	PRINTED	007163	DIANNE THOMAS	100.00			
178208	03/13/2025	PRINTED	006465	LOUIE DIAZ	100.00			
178209	03/13/2025	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
178210	03/13/2025	PRINTED	007707	DOROTHY J. ROSS	50.00			
178211	03/13/2025	PRINTED	000394	EARLY CHILDHOOD	393.43			
178212	03/13/2025	PRINTED	007456	EDWINA S. HUNTER	50.00			
178213	03/13/2025	PRINTED	001744	ENTERPRISE FM TRUST INC	8,651.87			
178214	03/13/2025	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
178215	03/13/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	1,163.54			
178216	03/13/2025	PRINTED	000485	ULI FE'ESAGO JR	200.00			
178217	03/13/2025	PRINTED	006733	FRESH PRINTS LA	211.68			
178218	03/13/2025	PRINTED	003563	FUN EXPRESS LLC	227.37			
178219	03/13/2025	PRINTED	004437	GALLS LLC	504.89			
178220	03/13/2025	PRINTED	008312	GANAHL LUMBER COMPANY	2,434.05			
178221	03/13/2025	PRINTED	001268	GBROS INC	5,848.49			
178222	03/13/2025	PRINTED	007653	GCAP SERVICES, INC.	488.75			
178223	03/13/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	8,800.18			
178224	03/13/2025	PRINTED	002354	FREDDIE GOMEZ	50.00			
178225	03/13/2025	PRINTED	001293	WALTER GONZALEZ	50.00			
178226	03/13/2025	PRINTED	000865	GOODWILL LONG BEACH AND S	16,300.00			
178227	03/13/2025	PRINTED	001093	SHIRLEY GRAVES	50.00			
178228	03/13/2025	PRINTED	005525	GREENBERG TRAURIG LLP	19,199.50			
178229	03/13/2025	PRINTED	008132	HASA INC	2,671.90			
178230	03/13/2025	PRINTED	007378	HERC RENTALS INC.	1,732.80			
178231	03/13/2025	PRINTED	000234	THE HOME DEPOT INC	16,380.07			
178232	03/13/2025	PRINTED	000615	DELL HUFF	100.00			
178233	03/13/2025	PRINTED	006303	INDUSTRIAL TECH. SVCS., D	3,551.85			
178234	03/13/2025	PRINTED	000152	JERRYS CLEANERS	38.00			
178235	03/13/2025	PRINTED	006528	JOHN CRUIKSHANK CONSULTAN	17,380.02			
178236	03/13/2025	PRINTED	004935	JACQUELINE JOHNSON	50.00			
178237	03/13/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	482.67			
178238	03/13/2025	PRINTED	008034	KEVIN RAY BADDELEY	200.00			
178239	03/13/2025	PRINTED	007323	KISA ASHANTE HILLIARD	50.00			
178240	03/13/2025	PRINTED	006025	KNOTTS BERRY FARM	2,600.00			
178241	03/13/2025	PRINTED	008403	KOBII M. HOWARD	200.00			
178242	03/13/2025	PRINTED	000923	DE ANTHONY LANGSTON	50.00			
178243	03/13/2025	PRINTED	008272	LARHONDA BROWN	50.00			
178244	03/13/2025	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
178245	03/13/2025	PRINTED	008337	LIVE VOICE	230.85			
178246	03/13/2025	PRINTED	004767	DELIA LOPEZ	50.00			
178247	03/13/2025	PRINTED	000072	LOS ANGELES COUNTY REGIST	3,773.07			
178248	03/13/2025	PRINTED	006884	LYFT, INC.	7,608.46			
178249	03/13/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	383.67			
178250	03/13/2025	PRINTED	008035	MARION MARTIN JR	200.00			
178251	03/13/2025	PRINTED	007973	MARIPOSA LANDSCAPES, INC	24,036.00			
178252	03/13/2025	PRINTED	002208	MB HERZOG ELECTRIC INC	744.00			
178253	03/13/2025	PRINTED	000669	MDG ASSOCIATES	10,419.75			
178254	03/13/2025	PRINTED	007428	MFUME, DEQUITA	100.00			
178255	03/13/2025	PRINTED	000379	MUTUAL PROPANE CO INC	271.75			
178256	03/13/2025	PRINTED	007979	NATIONAL STORMWATER CENTE	1,350.00			
178257	03/13/2025	PRINTED	010999	SECULES, STEPHEN	60.62			
178258	03/13/2025	VOID	008217	OSCAR ALMAGUER	.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178259	03/13/2025	PRINTED	002445	PATRICIA PATTERSON	50.00			
178260	03/13/2025	PRINTED	003099	PAMELA PITCHER	50.00			
178261	03/13/2025	PRINTED	001020	PITNEY BOWES	1,016.73			
178262	03/13/2025	PRINTED	004119	PLANET BIDS INC	4,462.50			
178263	03/13/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	30.19			
178264	03/13/2025	PRINTED	001149	DENICE PRICE	50.00			
178265	03/13/2025	PRINTED	000584	PSOMAS	13,548.50			
178266	03/13/2025	PRINTED	000118	JULIE RUIZ RABER	50.00			
178267	03/13/2025	PRINTED	000588	REFRIGERATION SUPPLIES DI	2,827.70			
178268	03/13/2025	PRINTED	010000	ACCESS PLUS WAREHOUSE	1,158.40			
178269	03/13/2025	PRINTED	010000	ALICE JAMES	250.00			
178270	03/13/2025	PRINTED	010000	GOLDEN STATE WATER COMPAN	600.00			
178271	03/13/2025	PRINTED	010000	GRAYSTONE ASSOCIATION OF	500.00			
178272	03/13/2025	PRINTED	010000	HHS CONSTRUCTION	960.00			
178273	03/13/2025	PRINTED	010000	KENNETH MIXON	175.00			
178274	03/13/2025	PRINTED	010000	LINE ELECTRIC, INC.	54.78			
178275	03/13/2025	PRINTED	010000	MAKAYLA WILSON	250.00			
178276	03/13/2025	PRINTED	010000	NEON PLUS SIGNS	200.00			
178277	03/13/2025	PRINTED	010000	OKINAWA ASSOCIATION OF AM	500.00			
178278	03/13/2025	PRINTED	010000	SHELLPOINT	45.00			
178279	03/13/2025	PRINTED	010000	SOUTHERN UNIVERSITY ALUMN	500.00			
178280	03/13/2025	PRINTED	010000	SPECTRUM	240.00			
178281	03/13/2025	PRINTED	010000	SUNRUN INSTALLATION SERVI	402.27			
178282	03/13/2025	PRINTED	010000	W.A. RASIC CONSTRUCTION	960.00			
178283	03/13/2025	PRINTED	007240	RJM DESIGN GROUP, INC.	19,504.21			
178284	03/13/2025	PRINTED	002515	MYRNA RONQUILLO	50.00			
178285	03/13/2025	PRINTED	000427	SAM'S CLUB DIRECT	835.52			
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178287	03/13/2025	PRINTED	001605	SC FUELS	10,837.13			
178288	03/13/2025	PRINTED	006964	SCCI, INC.	300.00			
178289	03/13/2025	PRINTED	001803	VERGIE SEYMORE	50.00			
178290	03/13/2025	PRINTED	007281	SHANNON WAYNE LAWRENCE	50.00			
178291	03/13/2025	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
178292	03/13/2025	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	148.08			
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178294	03/13/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	57,457.11			
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178296	03/13/2025	PRINTED	000725	SOUTH BAY CASINO RENTALS	3,470.00			
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178298	03/13/2025	PRINTED	006548	LEE STERLING JR	2,940.00			
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178300	03/13/2025	PRINTED	005013	SWAYZER CORPORATION	32,385.99			
178301	03/13/2025	PRINTED	007237	TOM MALLOY CORPORATION	3,750.00			
178302	03/13/2025	PRINTED	008106	TOTUM CORP	53,923.75			
178303	03/13/2025	PRINTED	004017	TYLER TECHNOLOGIES	2,960.00			
178304	03/13/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	1,968.14			
178305	03/13/2025	PRINTED	008183	ULTRAVIOLET CYBER INC.	62,500.00			
178306	03/13/2025	PRINTED	006404	UNIFIRST CORPORATION	406.09			
178307	03/13/2025	PRINTED	001249	VERIZON WIRELESS	191.06			
178308	03/13/2025	PRINTED	005511	VULCAN MATERIALS CO.	3,049.13			
178309	03/13/2025	PRINTED	000361	WEST COAST SAND AND GRAVE	751.53			
178310	03/13/2025	PRINTED	008256	WESTERN A/V	1,426.64			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
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178312	03/13/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	571.34			
178313	03/20/2025	PRINTED	002904	ADMINSURE INC	9,363.00			
178314	03/20/2025	PRINTED	008232	ALEXANDRA TAYLOR	150.00			
178315	03/20/2025	PRINTED	000042	ALIN PARTY SUPPLY CO	948.69			
178316	03/20/2025	PRINTED	008550	ALL IN ONE ENTERTAINMENT	2,000.00			
178317	03/20/2025	PRINTED	006506	ALL IN ONE PARTIES	900.00			
178318	03/20/2025	PRINTED	007864	ALTA PLANNING + DESIGN, I	3,523.75			
178319	03/20/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	7,421.26			
178320	03/20/2025	PRINTED	008425	AMERICAN GLOBAL SECURITY	27,348.80			
178321	03/20/2025	PRINTED	000736	ANSCHUTZ SOUTHERN CALIFOR	7,500.00			
178322	03/20/2025	PRINTED	000974	AT & T ALARM CIRCUITS	601.08			
178323	03/20/2025	PRINTED	001001	AT&T PHONE	11,655.57			
178324	03/20/2025	PRINTED	007051	BASIC BENEFITS LLC	957.35			
178325	03/20/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	252.23			
178326	03/20/2025	PRINTED	004165	CALIFORNIA CONSULTING	5,000.00			
178327	03/20/2025	PRINTED	008411	CALTEC CORP	85,383.80			
178328	03/20/2025	PRINTED	000140	CARL WARREN AND CO	10,491.00			
178329	03/20/2025	PRINTED	008140	CHRISTOPHER NUNO	500.00			
178330	03/20/2025	PRINTED	008033	CLARENCE JOHNSON	100.00			
178331	03/20/2025	PRINTED	008082	CLIMATEC LLC	28,709.72			
178332	03/20/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	885.00			
178333	03/20/2025	PRINTED	001180	COUNTY OF LOS ANGELES	830.88			
178334	03/20/2025	PRINTED	003586	CS AND ASSOCIATES INC	18,185.00			
178335	03/20/2025	PRINTED	000127	DAILY BREEZE NEWSPAPER	3,459.33			
178336	03/20/2025	PRINTED	000268	DAILY JOURNAL CORP	256.00			
178337	03/20/2025	PRINTED	002194	PAULINE DAVIS	50.00			
178338	03/20/2025	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	2,781.01			
178339	03/20/2025	PRINTED	007163	DIANNE THOMAS	100.00			
178340	03/20/2025	PRINTED	006465	LOUIE DIAZ	100.00			
178341	03/20/2025	PRINTED	006482	FREDERICK DOCDOCIL	100.00			
178342	03/20/2025	PRINTED	006876	DONALD A. SPRAGUE	112.00			
178343	03/20/2025	PRINTED	007855	DREAM LIFE LOUD, LLC	9,583.00			
178344	03/20/2025	PRINTED	000039	EWING IRRIGATION PRODUCTS	385.02			
178345	03/20/2025	PRINTED	007224	FCS INTERNATIONAL, INC.	25,231.80			
178346	03/20/2025	PRINTED	004223	YOLANDA FIELDER	50.00			
178347	03/20/2025	PRINTED	002192	LEANDREA FIELDS-ROBINSON	50.00			
178348	03/20/2025	PRINTED	000105	FIREMASTER	1,050.00			
178349	03/20/2025	PRINTED	001849	CAROLYN FOSTER	50.00			
178350	03/20/2025	PRINTED	001268	GBROS INC	3,279.39			
178351	03/20/2025	PRINTED	000793	GRAINGER	2,868.19			
178352	03/20/2025	PRINTED	001093	SHIRLEY GRAVES	50.00			
178353	03/20/2025	PRINTED	008394	HANNAH MITCHELL	50.00			
178354	03/20/2025	PRINTED	008132	HASA INC	383.16			
178355	03/20/2025	PRINTED	000695	HDL SOFTWARE LLC	24,663.41			
178356	03/20/2025	PRINTED	000242	HINDERLITER DE LLAMAS AND	20,320.01			
178357	03/20/2025	PRINTED	000234	THE HOME DEPOT INC	324.82			
178358	03/20/2025	PRINTED	003108	SUSAN HOUZE	50.00			
178359	03/20/2025	PRINTED	000615	DELL HUFF	100.00			
178360	03/20/2025	PRINTED	007655	IDS GROUP, INC	4,756.00			
178361	03/20/2025	PRINTED	006783	IMPEX TECHNOLOGIES INC	2,500.56			
178362	03/20/2025	PRINTED	007162	JAIME G. MONTECLARO	100.00			

AP CHECK RECONCILIATION REGISTER

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

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178366	03/20/2025	PRINTED	008458	JUAN ESTRADA	50.00			
178367	03/20/2025	PRINTED	008392	KAYLA HONMA	50.00			
178368	03/20/2025	PRINTED	007672	KELLY PAPER COMPANY	21.76			
178369	03/20/2025	PRINTED	008397	KHRISTOPHER REDWAY	50.00			
178370	03/20/2025	PRINTED	007093	KILEY & ASSOCIATES LLC	5,000.00			
178371	03/20/2025	PRINTED	006525	KOA CORPORATION	5,935.50			
178372	03/20/2025	PRINTED	000663	LANGUAGE NETWORK	6,009.75			
178373	03/20/2025	PRINTED	008272	LARHONDA BROWN	50.00			
178374	03/20/2025	PRINTED	008404	LEA MACIAS	50.00			
178375	03/20/2025	PRINTED	000095	LEAGUE OF CALIFORNIA CITI	27,959.00			
178376	03/20/2025	PRINTED	007280	LETICIA VASQUEZ WILSON	100.00			
178377	03/20/2025	PRINTED	008391	LEWIS COLSON	50.00			
178378	03/20/2025	PRINTED	004284	LIFE INSURANCE COMPANY OF	32,809.62			
178379	03/20/2025	PRINTED	007569	LINDA R. DUNN	50.00			
178380	03/20/2025	PRINTED	008396	LIV WILLIAMS	50.00			
178381	03/20/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	19,841.62			
178382	03/20/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	2,108,167.09			
178383	03/20/2025	PRINTED	000799	LOS ANGELES PHILHARMONIC	548.00			
178384	03/20/2025	PRINTED	008191	MATTHEWS FAMILY COUNSELIN	900.00			
178385	03/20/2025	PRINTED	000669	MDG ASSOCIATES	1,374.00			
178386	03/20/2025	PRINTED	007428	MFUME, DEQUITA	100.00			
178387	03/20/2025	PRINTED	010999	ZAMORA, ANGEL	53.20			
178388	03/20/2025	PRINTED	008217	OSCAR ALMAGUER	900.00			
178389	03/20/2025	PRINTED	000528	PARTY PRONTO	853.00			
178390	03/20/2025	PRINTED	002445	PATRICIA PATTERSON	50.00			
178391	03/20/2025	PRINTED	001126	GRETA PRICE	50.00			
178392	03/20/2025	PRINTED	000118	JULIE RUIZ RABER	50.00			
178393	03/20/2025	PRINTED	006973	RACE TELECOMMUNICATIONS,	1,077.10			
178394	03/20/2025	PRINTED	007207	RECREATION SUPPLY CO., IN	4,571.35			
178395	03/20/2025	PRINTED	010000	ABOVE ALL CONSTRUCTION	561.05			
178396	03/20/2025	PRINTED	010000	AFRICAN AMERICAN LEADERSH	500.00			
178397	03/20/2025	PRINTED	010000	AFRICAN AMERICAN LEADERSH	932.00			
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178399	03/20/2025	PRINTED	010000	DARLA JACKSON	250.00			
178400	03/20/2025	PRINTED	010000	KIMBERLY WELDON	250.00			
178401	03/20/2025	PRINTED	010000	PROLOGIS	1,795.00			
178402	03/20/2025	PRINTED	010000	TEAMSTERS LOCAL 572	500.00			
178403	03/20/2025	PRINTED	010000	WENDY BARRO	730.00			
178404	03/20/2025	PRINTED	002515	MYRNA RONQUILLO	50.00			
178405	03/20/2025	PRINTED	006964	SCCI, INC.	300.00			
178406	03/20/2025	PRINTED	000124	SEPULVEDA BUILDING MATERI	534.13			
178407	03/20/2025	PRINTED	001803	VERGIE SEYMORE	50.00			
178408	03/20/2025	PRINTED	007052	SL CARSON BUILDERS, LLC	63,211.00			
178409	03/20/2025	PRINTED	000211	SMART AND FINAL IRIS	144.65			
178410	03/20/2025	PRINTED	004977	CHARTER COMMUNICATION	1,684.73			
178411	03/20/2025	PRINTED	000718	STAPLES ADVANTAGE	304.03			
178412	03/20/2025	PRINTED	008202	SUPER BIRTHDAY, INC.	1,050.00			
178413	03/20/2025	PRINTED	008519	THUNDER STUDIOS, INC.	18,790.00			
178414	03/20/2025	PRINTED	008180	TOBIAS LEVI MOODY	600.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178415	03/20/2025	PRINTED	007705	TRANSTECH ENGINEERS, INC.	20,819.00			
178416	03/20/2025	PRINTED	001758	SHEILA TRESVANT	50.00			
178417	03/20/2025	PRINTED	001318	TURBO DATA SYSTEMS INC	21,261.67			
178418	03/20/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	3,633.82			
178419	03/20/2025	PRINTED	006769	CITY MANAGER	6,237.79			
178420	03/20/2025	PRINTED	008430	URBAN HABITAT	731,245.26			
178421	03/20/2025	PRINTED	002212	HD SUPPLY CONSTRUCTION	1,220.33			
178422	03/20/2025	PRINTED	000544	ZEP MANUFACTURING CO	2,673.59			
	372 CHECKS			CASH ACCOUNT TOTAL	7,090,569.05	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
372 CHECKS	FINAL TOTAL	7,090,569.05	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

Updates on recent and planned Commission activities are included below.

Economic Development Commission

The Economic Development Commission convened its monthly meeting on Thursday, March 6, 2025, at City Hall. The meeting agenda included the following:

1. Update to City Council, presented by Saied Naaseh, Community Development Director. Director Naaseh and Assistant City Manager Raymond discussed Economic Development Commission topics of discussion during the last year which will be presented to the City Council at the upcoming council meeting.
2. Avalon Wall Discussion, by John Raymond, led by Assistant City Manager Economic Development. Future updates to be provided to the commission after the results and decision of the Feasibility Study RFP is complete.
3. Carson Community Cards presentation by LaToya Butler, Innovative & Business Liaison. The commission voted in favor of providing a Letter of Recommendation for the Carson Community Cards. Ms. Butler to provide an update regarding the cards at the next scheduled meeting.
4. Business Watch presentation by LaToya Butler, Innovative & Business Liaison. Ms. Butler provided a draft of the business watch program.
5. Business Expo presentation by LaToya Butler, Innovative & Business Liaison. An introduction of the exposition was provided by Ms. Butler, and she will return to provide an update.

Environmental Commission

On March 5, 2025, the Environmental Commission (EC) convened to hold nominations for the positions of Chair and Vice Chair. Hourie Taylor was reappointed as Chair, and Lillian Hopson was reappointed as Vice Chair. Staff provided an oral report covering several topics, including updates on refineries, Earth Day, which is scheduled for April 12, 2025, and the Commission's update to the City Council, planned for May 6, 2025. The next EC meeting is scheduled for Wednesday, April 2, at 6:30 PM at City Hall.

Public Works Commission

The Public Works Commission met on March 10, 2025. Commissioners re-examined a denial of a speed hump request. The commissioners also discussed their presentation to City Council, planned for April 1, 2025. The commission chair requested some backup documents from Staff to be incorporated into the presentation. Director Rodgers provided an update to the commissioners regarding ongoing and upcoming projects, and answered questions from the commissioners.

Human Relations Commission

On March 19, 2025, the Human Relations Commission went dark per their Vice Chair's executive order due to the anticipated lack of quorum. They will reconvene on April 16, 2025 for their monthly regular meeting.

Parks, Recreation, and Cultural Arts Commission

The Parks, Recreation, and Cultural Arts Commission convened on Thursday, February 27, 2025, was the first in a series of meeting to be held at a local park rather than the Community Center. This location change aims to encourage greater community engagement by providing residents with an opportunity to voice their concerns about their neighborhoods. Attendees learned about recent improvements and the various programs offered by the city. There was plenty of engagement during this meeting and the community members seemed pleased that they were able to join. The next local meeting will be held on April 24, 2025, at Veterans Park.

The next meeting, scheduled for March 27, 2025, will recognize the youth sports championship teams from the basketball season. Additionally, the K-5th grade spelling bee champions have been invited to be honored by the commission for their hard work and dedication.

Planning Commission

See attachment included as Exhibit 1.

Public Relations Commission

The Public Relations Commission met on March 25, 2025 to discuss unfinished business regarding the Why I Like Carson Essay Contest, voted April 15, 2025 as their presentation date at the council meeting, and adjourned until their April 29, 2025 meeting.

Public Safety Commission

The Public Safety Commission had a meeting scheduled for Thursday, March 20, but unfortunately did not have a quorum. The next meeting will be on Thursday, April 17.

Senior Citizens Advisory Commission

See attachment included as Exhibit 2.

Veterans Affairs Commission

During the Veterans Affairs Commission meeting on Monday, March 17, the commission discussed ideas surrounding the upcoming Memorial Day Tribute event and expressed concerns about current and upcoming development projects taking place throughout the city. The commissioners were encouraged to attend city council meetings to share their input and concerns so they may be addressed with great care. The commissioners continue to provide updates on the flags in their respective parks, as well as other maintenance issues and concerns.

Women's Issues Commission

In March, the Women's Issues Commission presented their annual update to the City Council during Women's History Month, highlighting their ongoing efforts to support and empower women in Carson. The commission also participated in the First Responders Luncheon to honor those who supported the recent Greater Los Angeles Fires. Looking ahead, they are planning a special presentation in celebration of Mother's Day in May 2025 and continue to develop new initiatives that address the evolving needs of women in the community for the remainder of the year.

Youth Commission

During the Youth Commission meeting on Wednesday, March 12, the commission provided updates about their respective parks and upcoming events and programs. Staff distributed the business cards to commissioners; they were also given Youth Conference flyers to distribute to peers and other youth interested in attending the event. The commission was informed that the Pickleball Tournament will now be taking place in either May or early June. The commission continues to provide input and share ideas regarding park programming, events, and activities they wish to see in their community.

V. FISCAL IMPACT

There is no direct fiscal impact associated with this report.

VI. EXHIBITS

1. Planning Commission Update
2. Senior Citizens Advisory Commission Update

Attachments

Planning Commission Update

Senior Citizens Advisory Commission Update

April Planning Commission Update

March 11, 2025

1) Carson Municipal Code Amendment 2025ZTA01 Requesting Administrative Approval of Tentative Parcel Maps and Tentative Tract Maps for Condominium Purposes

   PC Supported recommended approval to City Council

2) Conditional Use Permit (CUP) 3-24

   A request for approval of Conditional Use Permit (CUP) No. 3-24 for ABC License at a convenience store at 16502 South Main Street.

   PC Approved

March 25, 2025

1) General Plan Amendment 2025GPA-02 (Safety Element) Request for a recommendation to the City Council to adopt Resolution No. 25-2884 recognizing the City of Carson 2024 Local Hazard Mitigation Plan (LHMP) and to amend the Community Services, Education, and Safety Element of the General Plan to incorporate the LHMP in accordance with Assembly Bill 2140

   PC Recommended Approval and adoption by the City Council.

Senior Citizens Advisory Commission
Meeting Updates – March 2025

The Senior Citizen Advisory Commission met on Monday, 3/10/2025, in the Carson Event Center Activity Room. The meeting began with confirmation of quorum, followed by the Pledge of Allegiance, roll call, approval of the 3/10/25 agenda, and minutes from 2/24/25. Votes were recorded and noted.

Introduction/Presentation

Iveta Velazque, MSW/Advocate – Wise & Healthy Aging – Elder Abuse Prevention

Ms. Velazque presented information from the organization's *Resource Guide for Action - Elder Justice*. She emphasized areas relevant to the City of Carson, such as education and information workshops that teach individuals how to recognize signs of abuse as well as mistreatment regarding physical, emotional, and financial matters, which she explained are more prevalent in financial abuse cases. Additionally, she discussed scams, fraud prevention, and the organization's Ombudsman program and answered questions raised by the commission.

Continued/Unfinished Business

(1) Staff members discussed current and upcoming Carson programs and events, including the Earth Day KidsFest on Saturday, April 12, 2025, the State of the City Address at the Carson Event Center Main Hall on Thursday, March 20, 2025, and the Mental Health Resource Fair on Friday, May 23, 2025.

(2) Confirmation was noted regarding attendance at the council meeting on March 18, 2025, to comply with the mayor's request to have the chair or vice chair of each Carson commission attend to provide a summary of their recent activities. Chair Vergie Seymore, Vice-Chair Julie Ruiz-Raber, and other Senior Advisory commission members will be present.

(3) Updates were provided to include reports from the following Senior Citizen Advisory Subcommittee members:

- Continuing Education & Enrichment
- Recognition & Communication
- Stroke Center
- Volunteers

Conclusion

Following oral communications by the commission and staff members, Chairperson Seymore moved to adjourn the meeting at 5:39 pm. The next Senior Advisory Commission meeting is scheduled for Monday, April 14, 2025, 4:00 pm, at the Carson Event Center.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Saron Shiferaw, Senior Clerk CMO Administration

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

I. SUMMARY

This report transmits a monthly ongoing informational update to the City Council, at Mayor Davis-Holmes' request, regarding various City projects that are underway or will begin soon. Detailed updates on projects are provided in the following City function areas: Community Development Department (Exhibit 1), Public Works Department (Exhibit 2), Information Technology Department (Exhibit 3), and the Public Safety Department within the City Manager's Office (Exhibit 4)

Ongoing updates will be provided to the City Council as these and other projects continue to develop.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

The projects included in this report are meant to provide an update on current projects underway and those that will begin soon.

V. FISCAL IMPACT

The purpose of this item is to provide information only and there is no direct fiscal impact associated with this staff report. Most of the projects included within this report have fiscal impacts and these expenditures have either already been approved by the City Council or will be presented to the City Council for approval once ready and as needed. Any item that staff identifies as needing additional or new funding beyond the budgets that were previously approved by the City Council will be addressed separately from this report.

VI. EXHIBITS

1. Community Development Projects
2. Public Works Projects
3. Information Technology and Security Projects
4. Emergency Management and Public Safety Projects

Attachments

Community Development Projects
Public Works Projects
Information Technology & Security Projects
Emergency Management and Public Safety Projects

COMMUNITY DEVELOPMENT

PROJECT STATUS REPORT

4-1-25

City Council

Name	Description	Status
Carson Lane	20207 S. Avalon Blvd; Existing: Imperial Avalon Mobile Home Park. Proposed: Imperial Avalon Specific Plan by Faring on 27.31 acres, 1,213 dwelling units (653 non-age-restricted multi-family units plus 180 age-restricted senior independent living units plus 380 townhouse units and two sit-down restaurants.	In plan check – had ground-breaking ceremony on March 17, 2025
Kott property at Avalon and 213th St.	21140 S. Avalon Blvd: Existing: automobile dealerships and vehicle storage.	~~Green Law has filed an application for a 100,000 square-foot Tesla Sales, Service, Delivery, and Collision Center. In review. Waiting for applicant's response. Tesla application has been withdrawn.~~ Planning Commission approved a 315 unit residential project including 283 townhomes and 32 very low income affordable rental units on 14 acres.
The District Specific Plan Amendment Carson Goose Owner LLC	The developer, Carson Goose Owner LLC, which was selected by the CRA Board through an RFP process, is proposing 1,567,090 sf of light industrial and 33,800 SQFT of restaurant/retail space on Planning Area 3 (cells 3, 4 and 5.) The site also includes a 22,740-sf dog park, a 3,343-sf performance pavilion, 25,400 sf children's plan area, 19,400 sf botanic garden, a 19,490 sf bioretention garden, a 1,800 sf beer garden, a 2,975-sf sculpture garden, a 4,425 sf water feature and iconic element, a 35,210 sf flex event lawn area, 50,774 sf of planted open spaces, and 52,159 sf of planted buffer areas for a total of 273,906 sf (6.29 acres) of programmed spaces, and open space / amenity areas. There is also a 0.62-acre linear park to the west of the light industrial uses. The total site area is 96 gross acres (85.55 net acres.) The developer has filed for the following applications: Development Agreement, General Plan Amendment, Specific Plan Amendment, Site Plan and Design Review, Noise Variance and Tentative Parcel Map.	In plan check.
Kim Family Trust	21240-21250 Main St. Existing: Empty lot. Proposed: 19-unit market rate apartment consisting of two separate three-story buildings, at grade parking with associated common and private open space.	In plan check
Golden State Alliance, LLC	138 W. 223rd St. Existing: Single Family Residence. Proposed: 10 attached condominiums consisting of two separate buildings with all market rate units, at grade 2 car garages, guest parking and private driveway.	Under Review

Name	Description	Status
In-n-Out	20700 Avalon Blvd. Existing: portion of South Bay Mall parking lot. Proposed: In-n-Out restaurant with indoor and outdoor seating and associated parking (including drive-thru).	~~opening soon~~Now open
Chevron	17453-17455 Central Ave. Existing: Chevron service station with McDonald's restaurant. Proposed: Add a new self-service car wash.	Under Review will be scheduled for future Planning Commission meeting
21611 Perry Street LLC	21611 S. Perry St. Existing: Empty lot. Proposed: Self storage facility comprised of approximately 120,000 square feet in a mix of one and two-story buildings and a 5,000 square foot retail component. New application submitted requesting residential condominium units.	~~New ap[plication under review~~Residential application approved by Planning Commission and City Council
Carson Main Street LLC	20601 S. Main St. Existing: Vacant lot (Formerly KL Fenix). Proposed: three industrial buildings comprised of approximately 256,000 square feet including 137,000 square feet of warehouse, 92,000 square feet of manufacturing, 23,000 square feet of office, and 4,000 square-foot retail pad with 419 parking spaces, 18 dock doors, 6 at grade doors, and 3 trailer stalls.	Approved
First Industrial Realty Trust	18001 S. Main St. Existing: Gasket Manufacturing Company, Inc. Proposed: one industrial building comprised of approximately 60,000 square feet including 52,000 square feet of warehouse, 7,500 square feet of office space with 40 parking stalls and 8 dock doors.	In Plan Check
Centerpoint Properties Trust	16627 S. Avalon Blvd. Existing; Durham School Services. Proposed: one industrial building comprised of approximately 122,000 square feet including 114,000 square feet of warehouse, 5,000 square feet of office, 2,500 square feet of mezzanine with 107 parking stalls and 24 dock doors.	Construction complete
Watson Land	2277 E. 220th St. Existing: two-story office buildings. Proposed: one industrial building comprised of approximately 74,060 square feet of warehouse with 72 onsite parking stalls.	Under Review
~~USPS/~~ Prologis	24760 Main St., Permit trucking activities (existing building) within 100 feet from residential properties.	Under Review – Project was continued by the Planning Commission on 8/22/23. Staff met with residents who were present at the Planning Commission meeting on 9-28-23. Applicant will hold a community meeting prior to the project going back before the Planning Commission for decision. Staff met with members of the community to share the changes for the project. A larger community meeting will be held at a later time. Staff is in communication with Prologis to make the site

Name	Description	Status
		more compatible with the surrounding neighborhood. Staff held a community meeting to hear community concerns. The applicant will be making changes to plans suggested by the community and staff. The community's response was positive to the changes. The project will be rescheduled for a Planning Commission hearing. Staff will be meeting with a new tenant for the property. The new tenant would like to present their proposed use to the community. The property owner has introduced another new tenant with a new site plan. A community meeting will be set up to present the operations of the new tenant to the nearby residents. Approved by Planning Commission.
Rexford Industrial, LLC	1055 E. Sandhill Ave. Existing: Formerly: General Mills processing facility. Proposed: one industrial building comprised of approximately 126,000 square feet including 122,757 square feet of warehouse, 3,256 square feet of mezzanine with 130 parking stalls, 20 dock doors, and 2 grade level doors.	Under Construction
LiT 9th St. 224rd Carson LP	2104 E. 223rd St. Existing: Formerly: Poly One Corporation facility. Proposed: one industrial building comprised of approximately 130,000 square feet including 124,324 square feet of warehouse, 5,000 square feet of office, 5,000 square feet of mezzanine with 122 parking stalls and 15 dock doors.	In Plan Check
BSREP III Dominguez, LLC	2001 E. Dominguez St. Existing: Western Tube & Conduit Corporation. Proposed: one industrial building comprised of approximately 424,000 square feet including 408,990 square feet of warehouse, 15,000 square feet of office with 283 parking stalls, 136 trailer parking stalls and 68 dock doors.	In Plan Check
City of Carson	Prohibition of storage of hazardous materials	Under Review, New buildings in industrial zone over 5,000 square feet requiring a CUP is scheduled for April 5th City Council meeting, continued off calendar by City Council Subcommittee has met with the business community and has obtained their input Approved by City Council. Staff has notified over 2,000 business that maybe effected by the ordinance that requires submittal of an application for Director's Permit. Staff has received applications from businesses. Next step is to issue an RFP to hire an inspection consultant.

Name	Description	Status
California Water Service Group	21718 S. Alameda St., California Water has completed construction of a new groundwater production well to provided potable water to the public. Water quality of a new well has been established and has provided design parameters for the future onsite improvements. A new building will be used to house the well appurtenances, electrical, controls and pumping equipment. The preliminary building will be approximately 1,000 square feet.	In plan check.
City of Carson	Carson 2040 General Plan Update, the Housing Element update will be presented to the Planning Commission in January and to the City Council in February to meet the state mandated deadlines.	HCD informed the City the adopted housing element meets the statutory requirements of State Housing Element Law. However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA). The 1st Phase of the Zoning Code has been sent to HCD to seek certification of the Housing Element. Approved by City Council April 4, 2023. The next steps are the implementation of the General Plan and the Housing Element.
Avocet Battery	23320 Alameda, A 200-megawatt Battery Energy Storage system on an approximately seven-acre site that will help augment Edison during power shortages	Scheduled for City Council consideration on August 6th. Approved
VESI	18800 Broadway, a 100-megawatt Battery Energy Storage system on an approximately three-acre site that will help augment Edison during power shortages	Under Review
Chris Barker	605 W. 228th St, Proposed closure of existing Ocean Villa mobilehome park	Under Review (inactive)
QES Incorporated	18101 Avalon Blvd, 30-unit condominium development on a former Church site	Under Review
Pepsi Co.	19700 S. Figueroa St, Installation of EV Chargers for the Pepsi Co. fleet vehicles onsite.	Under Construction
Moshar	123 E. 223rd Street, 9-unit condominium development	Under Construction
Stan Lucas	747 E 223rd St., CUP 1085-18 -Ambulance facility and medical equipment storage.	Under Review
City of Carson	Continued the development of the Carson Enhanced Infrastructure Financing District (EIFD).	The EIFD Board approved its FY 24-25 budget including authorizing $300,000 for Victoria Golf Course predevelopment studies and plans.
City of Carson	Short Term Rentals	A subcommittee meeting was held and Subcommittee provided direction to staff. City Attorney's office will be drafting the ordinance.
City of Carson	Variety of housing related ordinances, such as Below Market Rent (establishment of fees to assist in increasing affordable housing unit inventory), SB 9 (allows up to 4 units per	Approved

Name	Description	Status
	existing legal lot or allows lot split for existing legal lots to allow 2 units per lot for a total of 4 units), SB330 (a requirement to replace housing units that are demolished)	
Maupin Development	Existing: 215 W. Carson Street, 64,500 SF (4 lots), comprised of 3 single-family homes, storage sheds and an unpaved empty lot. Proposed: 35 Townhomes – two floors over parking; 29 units/3 bedrooms; 6 units/2 bedrooms with common and private open space.	Under Review, Approved
Anastasi Development	Existing: 336 E Carson Street, 90,000 SF (lot), formerly a collection of automotive repair businesses within two multi-tenant buildings measuring a total of 40,000 SF. Proposed: 50 Townhomes – two floors over parking; all 3 bedrooms/2 baths with common and private opens space.	Under Review, Approved
City of Carson	Commercial Façade Program for retail centers Citywide	~~Six Funding Agreements were approved by the City Council's consideration on May 7th. Staff is working with property owners to obtain 100% participation for the East Carson Street project. Three Funding Agreements have been completely executed. Structural and architectural design for the Victoria Park Plaza has been initiated.~~ Six Funding Agreements were approved on May 2024. Notable updates: • MBC Travel - New sign installation is complete. • Victoria Park Plaza - Structural plans for CJ Wings approved by Building & Safety. Architectural design for plaza is completed. • 302 E. Carson St – Planning application is received and under review.
City of Carson	Commercial Facade Improvement for corridor on East Carson between Harbor View and Santa Fe Avenue	Architect has completed renderings for the corridor. Staff will initiate community outreach and will make a budget request to fully fund the project at a future City Council meeting.
City of Carson	Business Grants	86 checks for a total of $1,670,000 have been issued to businesses with $721,625 remaining in the budget from the total $2,400,000 allocated to this program (includes $8,375 Wizehive Contract). This program is complete.
Trophy VPC, LLC	Mural installation at FAB Automotive	Approved by Planning Commission, Appealed by Councilmember Dear tentatively scheduled for October 18th. City Council approved Mural #2 and requested staff to process a comprehensive sign code amendment
Infinity CF, LLC 23820 Avalon Blvd.	Two lot subdivision with a proposed Starbucks on one parcel and a carwash on the other.	Under Review (The proposed carwash and Starbucks were approved by the Planning Commission on 8/22/23)

Name	Description	Status
PAR 1675-22	Eight (individual) SFR each with a detached ADU.	Pre-Application Review is complete. Comment letter including all routing and planning comments was sent to the applicant on 8/8.
Watson Land.	22418 and 22650 Bonita Demolition of two warehouse buildings measuring 147,500sf and 41,400sf, respectively, and construction of one spec warehouse building measuring 161,000 sf in conjunction with a lot merger.	Approved
Tesla Charger	Admin DOR 1907-22. 2 Civic Center Drive, DoubleTree Hotel, Installation of eight EV charging posts and two equipment cabinets.	Constructed, waiting for SCE to provide power
AT&T	Proposed new wireless installation on face of building at 20715 S. Avalon	Under Review
Vinfast	Vinfast electric car showroom, service center, and car storage for delivery to customers	Will be vacating the site (business decision) Vinfast has submitted a letter to the City stating they will be vacating the site by end of June 2025.
Sywest	Specific Plan, General Plan Amendment, Development Agreement, DOR for development of a big box user and associated retail	Under Review The Notice of Preparation was issued on April 24, 2023 Applicant has resumed project meetings. The preparation of the Specific Plan and and technical studies for the DEIR are underway.
Brownfield Grants Awarded	~~Equitable Community Revitalization Grant (ECRG) Round 2 and EPA Grants~~Since 2022, City has been awarded five ECRG grants for $1,426,000 and plus an EPA grant for $500,000. Implementation is underway.	~~Three ECRG Grants have been awarded for $875,000 plus an EPA grant for $500,000. The implementation phase will follow.~~ CSUDH / City kicked off the required community engagement efforts to tackle city-wide brownfield redevelopment and promote environmental health. Sites being environmentally assessed for redevelopment readiness: • Carson Housing Authority (526 W. Carson / 21704 S. Figueroa) - submitted Phase II ESA Workplan for DTSC approval. Approval anticipated to be received within the next few days. • Sywest site - DTSC provided final approval of the Supplemental Site Investigation Workplan on 3/24. Field work to commence shortly.
Brownfields (Grants Submitted)	Submitted one federal EPA grant application for $1 million to establish a city-wide revolving loan fund (RLF) program	Awaiting results for the US EPA.
Brownfields (Grants Under Review)	EPA Thriving Community Grant Makers Program: US EPA brownfields job training grant to assist workers impacted closing refineries transition to green jobs.	Kickoff meeting with Southbay Workforce Investment Board (SBWIB) held 1/29 to start on the EPA brownfields job training grant application. Staff will be submitting applications under the Thriving Grant Makers Program for future projects.

Name	Description	Status
Real Property (Acquisition Grant)	Successfully was awarded $1.43 Million from LA County Regional Park and Open Space District (RPOSD).	Staff is in discussion with the property owner to discuss next steps in the acquisition process
Arris Studio Architects	888 E. Dominguez St. Marriot TownePlace Suites Hotel and new bar/lounge, (111 key)	In plan check
MSD	20920 Chico St. New senior health care facility within an existing 17,792 SF building, remodel building and provide site improvements: parking, landscape	Complete
Brandywine Carson Landing	Corner of Central Ave. and Victoria St. 175-unit condominiums, recreation center and dog park Previously a vacant lot	Under construction
Target	Drive-up Canopies for existing parking spaces	Under Review
Carson Hybrid Energy Storage	17171 Central Ave - Upgrade Existing energy storage facility	Processing application (+ MWELO approved / to be completed)
Shell Oil	20945 Wilmington Ave - CNG Dispensing Station	Approved / In Final Plan Check / +MWELO review
Air Products	23300 Alameda - Hydrogen Pipeline	Approved / In Final Plan Check - Engineering + MWELO review
Amer Khan	310 W. 220 St. - Addition to MF unit that exceeds $50k valuation	In Review
Birch Specific Plan	21809-21811 S. Figueroa St. - 4-story, 32-unit condominium development with public seating & public art	Partially constructed and going through ownership change. Construction could restart by end of the year
DISH Wireless LLC	17900 S Central Ave. - Replace existing lattice tower with stealth wireless communications facility	Approved
Bethel Baptist Church	1631 E. Carson St – 2nd floor extensions and new fellowship hall added to existing church DOR 991-07 Modification #2	Approved
City of Carson	Resolution 21-2713: Recommend amendment to Site Plan and Design Review development procedures. ZTA 188-2021	Approved
Argo Warehouse	439 W. Gardena – New 3,754 SF warehouse	Under construction
The Boy & The Bear	139 W Victoria St. - Coffee roasting operation and on-line fulfillment center for wholesale roasted coffee	Approved
Edward Byungyull Kwon & Judy Jeongyang Kwon	20915 S. Lamberton Ave - Renovate existing site for a new truck parking facility	Complete (site vacated)

Name	Description	Status
Southbay Tattoo	22811 S. Figueroa St. - Tenant Space No. 22813: Request for a CUP for a tattoo business (relocating from another Carson property)	Approved
Single Family	140 E. 218th Pl. – Expand a 1-car garage into an attached, two-car garage and remodel (e) single-family house.	Approved
Mobile Mini	22632 S. Alameda St. - The project site will be developed for construction of a Cargo container storage facility that will consist of three modular office units and a maintenance canopy structure on a 14-acre site.	Approved
Link Logistics	100 W. Alondra Blvd.- Redevelopment of 13.06-acre site, including demolition of 2 existing buildings. Development consists of 2 new warehouse facilities. Building 1 covers 185,921 s.f. w/ 5,000 s.f. office & 3,000 s.f. mezzanine. Building 2 covers 106,677 s.f. w/ 5,000 s.f. office, & 3,000 s.f. mezzanine. Buildings will be supported by screen truck yards, vehicular parking areas, drive aisles and landscaping throughout. The larger northerly building will also have trailer storage parking.	Under construction
City of Carson	Comprehensive Zoning Code Update to implement the General Plan. Multiple development standards and policies guiding the implementation of the General Plan will be amended modified and updated to be consistent with state law. **NOTE:** This update excludes the non-residential portions of the code which will be prepared and presented at a later time.	Draft is underway and will be presented to Planning Commission in next few months. Staff will hold a study session prior to public hearing. On July 25th, Planning Commission held a workshop and will consider the Phase 1 of the zoning code in a public hearing tentatively scheduled for August 22nd. This project was heard by the Planning Commission on 8/22/23. The commission continued this item to 9/12/23. Tentative target dates for Phase 1 (excludes commercial and industrial) are: Planning Commission January 30, 2024 and City Council March 5, 2024 Scheduled for 1-31-24 Planning Commission Phase 1 approved by City Council
Jack N the Box	Demo existing commercial bldg. propose approx. 1,800 SQFT drive-thru restaurant	Denied by the Planning Commission.
30 unit Multifamily	Application to demolish existing church and build 30 condos	Under review
Air Products	Proposal for a new modular bldg. with parking lot	Applicant received status letter awaiting response, revised plans have been submitted and are under review
Office to Warehouse conversion	Demolish existing office to construct new warehouse on the corner of 220th and Arnold Center	Under Review
Harley Davidson	20507 Belshaw Avenue, EV Motorcycle Dealership (Harley Davidson/Live Wire)	Under Review
Petroleum Tanks	Installation of two petroleum tanks at an existing tank farm. Capacity increasing from 22 to 24 storage tanks.	Approved by Planning Commission

Name	Description	Status
AT&T Monopine Foisia Park	23410 Catskill, Wireless Communication antenna	Under review
Tambuli Seafood Market	22200 S Main Steet, Expansion of an existing suite within an existing shopping center.	Under Review
Hyundai Dealership	2201 E. 223rd St, New Service Building	Approved by Planning Commission
Grace Orthodox Presbyterian Church	A request for approval of a Tentative Parcel Map to subdivide a 1.59-acre parcel into two parcels	Under Review - approved
Ulta	20700 Avalon Blvd. Suite 517 (South Bay Pavilion) Interior remodeling/ build-out and exterior modifications of an existing space contained within an existing building. Modifications include new mechanical, electrical and plumbing work.	Under review
South Bay Fleet Specialist	17126 S. Broadway St. Requesting approval to operate an auto body and paint shop (w/paint spray booth addition inside building).	Under Review
ASPCA Animal Clinic	16300 Figueroa St. Animal Clinic development on an industrial site that's currently vacant.	In plan check construction to begin soon
19401 S. MAIN ST.	Pickleball facility, indoor and outdoor courts that will also include a clubhouse at full completion.	Under Review, Phase 1 approved (3 phases)
16325 -16407 S MAIN ST	Renovate an existing 159,373 SF industrial building on a 5.88 acre site including removing approx. 6,503 SF of existing office/mezzanine/warehouse space, exterior building facade improvement, interior tenant improvement and site and landscaping improvements. After renovation the new building footprint will be approx.138,616 SF. The project also includes a lot line adjustment of the parcel(s	Approved
427 E. 220th St.	Willow (formerly Cambria Ct.) - 35-unit condominiums designed as 2-story detached homes	In Plan check
23825 Avalon Blvd.	Request to modify beer and wine CUP to allow for sale of distilled spirits for the G&M Gas Station/Mini Mart	Under Review
22511 Figueroa St.	Specific Plan, DOR, Zone Change for 33-unit residential apartment development on .69 acre lot	Under review
17126 S. Broadway St.	A Conditional Use Permit for operation of an Auto Body and Paint shop and installation of an interior Paint Spray Booth.	Under Review
City of Carson	Update and implementation of the Pipeline Franchise Ordinance. This item was recently transferred to Community Development. Staff has been working with the Council Subcommittee to update the ordinance. In addition, staff is getting up to date with all existing agreements to determine their status.	Under Review
City of Carson	General Plan Amendment to the Land Use Element of the Carson 2040 General Plan (2024GPA-001) to require preparation of a Specific Plan prior to redevelopment of all sites that currently operate as oil or petroleum refineries within City of Carson	Approved by Planning Commission 11/12/24 Scheduled for City Council 12/3/24 - approved

Name	Description	Status
Carson Companies	5 acre retail center development with approx. 29,000 square feet of retail shops, 11,300 square feet of restaurant space, 25,500 square foot Boys and Girls Club,	Under Review
City of Carson	Proposed amendment allowing administrative approval of tract and parcel maps for condominium purposes	Scheduled for Planning Commission 2/25/25 – PC approved and recommended Council adoption
Shippers	1150 E. Sepulveda - Request approval for a conditional use permit at 1150 E. Sepulveda Blvd. for truck parking, cargo container storage yard, installation of (4) modular enclosures with 5 standard vehicle parking spaces. 20AC lot in the Manufacturing Heavy, GP Heavy Industrial zone	Under Review
City of Carson	General Plan Amendment to request Safety Element Update in order recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA) and to amend the safety element of the general plan to incorporate the city's 2024 Local Hazard Mitigation Plan in accordance with Assembly Bill 2140	Scheduled for Planning Commission review on March 25, 2025

CITY OF CARSON
PUBLIC WORKS DEPARTMENT
18620 S. Broadway, Carson CA 90248

MARCH 2025
Monthly Report

Dr. Arlington Rodgers Jr., Director

The Public Works Department is comprised of three divisions: Administration, Engineering, and Operations. The Department maintains a total area of nineteen (19) square miles of streets which also includes maintaining twelve (12) park building facilities, two (2) aquatic centers, two (2) pools, a sports complex, and a boxing and weightlifting center, Carson Event Center, City Hall, and Corporate Yard. The Public Works staff includes 116 positions with 103 full-time regular employees and 13 part-time employees. The Public Works team collaborates both internally and externally to accomplish projects that enrich the quality of life for Carson's residents and visitors.

ENGINEERING DIVISION

The Engineering Division provides the technical foundation for a modern Public Works Department and its primary responsibility is to assist the Administration and Operations & Maintenance Divisions with project management and specialized design and construction skills. The Engineering Division determines which studies are needed to advise the department on deficiencies, regulatory requirements, compliance with applicable local, state, and federal laws, cost effectiveness, prudent approaches, and strategic plans. These activities inform executive management and City Council in determining project priorities.

Street Improvements

- PW675: SEPULVEDA BRIDGE WIDENING FROM ALAMEDA TO EAST CITY LIMIT
  - Location: Sepulveda Blvd. from Alameda to East City Limit
  - Description: The project involves the widening and improvement of the roadway and bridge along Sepulveda Boulevard to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and the modification of the existing traffic signal.
  - Budget: $12,000,000.00
  - Current Phase: FINAL DESIGN
    - RKA is addressing the plan check comments from the County.
    - Working with the Environmental Planner on updating the permits
    - SCE is scheduling a meeting with the design team for shoofly.
    - SCE is working with Marathon on Easements
    - Meetings are now once a week with the team to verify progress.
    - Aiming to go out to bid in May 2024
    - Robert Lee is working on a letter to send to SCE he is reviewing the Franchise agreements.
    - Utility identification is being completed.
    - SCE has completed Potholing and is working around a conflict.
    - Status as of February 15, 2024: Meeting with Tenant on the southeast corner for TCE.
    - Status as of March 18, 2024: Designer is wrapping up the design, hoping to go out to bid early summer.
    - Status as of April 24, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits.

- Status as of May 15, 2024: Designer is wrapping up the design. We are hoping to go out to bid by late September or early November. SCE has two more poles to locate, working on securing the required permits.
- Status as of June 20, 2024: Designer is wrapping up the design. We are hoping to go out to bid early summer. SCE has two more poles to locate, working on securing the required permits. Awaiting waterboard mitigation measures.
- Status as of July 25, 2024: No update
- Status as of October 30, 2024: Working with utilities, permitting agencies, final design. Tentatively scheduled to go out to bid in Mid-November.
- Status as of December 19, 2024: Publishing plans and specifications to Plant Bids.
- Status as of January 16, 2025: Plans are currently out. Bids open on February 20, 2025.
- Status as of February 20, 2025: Designer to send over revised plans to go out to bid, with a non-mandatory bidding. Plan on opening bids in late March 2025.
- **Status as of March 20, 2025:** Designer to send over revised plans to go out to bid with a non-mandatory bidding. We plan to open bids in late March.

- <u>PW1393-4 & 1411-4: CITYWIDE ANNUAL OVERLAY PROGRAM AND CITYWIDE ANNUAL CONCRETE REPLACEMENT PROGRAM</u>
  - Location: Main Street from Carson Street to Victoria St.
  - Description: The project includes grind and overlay, concrete road replacement, repair of damaged sidewalks, driveway approaches, curbs and gutter, access ramps, tree removal and replacement.
  - Budget: $3,496,000.00
  - Current Phase: PURCHASE ORDER
    - Pending purchase order issuance.
  - Status (6/22/2023): Purchase order was printed on June 22, 2023. Estimated construction start date is August 7, 2023.
  - Status as of July 19, 2023: Estimated construction start date is August 2023.
  - Status of August 17, 2023: Construction started on August 7, 2023. Estimated completion date is December 29, 2023.
  - Status as of November 20, 2023: Ongoing construction. No major updates.
  - Status as of January 3, 2024: Project is on hold. Kinder Morgan and Torrance Logistics Company are prohibiting the use of vibration rollers to compact the asphalt pavement near gasoline pipelines along Main Street. Staff is working on alternate construction methods to achieve the pavement compaction requirements without the use of vibration rollers which are industry standard. Staff anticipates that alternate compaction methods will cause an increase in cost and project schedule.
  - Status as of January 22, 2024: No update
  - Status as of February 15, 2024: Project is on hold. Phillips 66 confirmed on 11/16/2023 that they have no concerns with the use of vibration rollers above their pipelines. Torrance Logistics Company confirmed on February 12, 2024, that they have no concerns with the use of vibration rollers above their pipelines. Kinder Morgan is the only company left that is expressing concerns with the use of vibration rollers above their pipelines. Staff met with Kinder Morgan on February 13, 2024, and is expecting an official response from Kinder Morgan by February 15, 2024.
  - Status as of March 19, 2024: Ongoing construction. Cold milling started on March 18,2024. Asphalt pavement resurfacing is estimated to be complete by April 10,2024.

Utility adjustment, traffic signal loop installation, and striping is expected to be complete by May 9,2024.

- Status as of April 24, 2024: Ongoing construction. The Contractor is currently adjusting utilities and will begin the first coat of striping on April 29, 2024. Estimated construction completion by May 31, 2024.
- Status as of May 20, 2024: Ongoing construction. Construction is 90% complete. Staff will be presenting a staff report to the City Council to request additional funding for added project scope. Estimated project completion date is June 2024.
- Status as of June 20, 2024**:** Ongoing construction including punch list items. Amendment No. 2 was approved at the June 18th City Council Meeting. Staff is moving forward with additional project scope. Estimated project completion date is July 2024.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: Contractor is working on punch list items. Permit application to Caltrans for sidewalk improvements within Caltrans Right of Way is being finalized by staff. Expected completion date is October 2024.
- Status as of October 30,2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: Caltrans requires civil plans for the improvements within Caltrans right-of-way to issue an encroachment permit. Project bid documents do not include civil plans. Staff is moving forward with construction punch list items. Estimated project completion is March 2025.
- Status as of February 20, 2025: No update. Estimated project completion is March 2025 per previous update.
- **Status as of March 20, 2025:** Staff working with contractor to close out remaining punch list items. Staff will be creating a task order for ramp and sidewalk plans and specifications to get a permit within Caltrans right of way.

- PW1536: BUS AMENITY AND WAYFINDING PROJECT
  - Location: Various locations throughout the city
  - Description: Installation of monument signs, bike racks, and wayfinding signs.
  - Budget: $852,859.00
  - Status: Initial scope of work completed; preparing for additional work
  - Status as of November 20, 2023: Received Metro's approval of reduced scope of work and time extension and scope modifications.
  - Status as of December 29, 2023: Reached out to Metro to confirm grant work reimbursable or to submit new extension request.
  - Status as of January 17, 2024**:** Confirmed with Metro that grant work is reimbursable and no new extension request is necessary.
  - Status as of January 22, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 15, 2024: No update
  - Status as of June 17, 2024: No update
  - Status as of July 25, 2024: Waiting for wayfinding guidance from City Manager's Office.
  - Status as of August 26, 2024: No update

- Status as of September 18, 2024: Metro is requesting additional information to modify project scope to use all remaining funds toward wayfinding. Waiting for updates on wayfinding design direction from City Manager's office.
- Status as of October 28, 2024: Staff submitted additional information to Metro as requested. Waiting for updates on wayfinding design direction from City Manager's office.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:** Received new city logo designs from City Manager, still awaiting Metro decision on whether funds can be used for wayfinding.

- PW1608: MLK JR. BLVD IMPROVEMENTS
  - Status as of January 3, 2024
    - TAIT is working on the 60% plans.
    - Awaiting the Geotechnical Report to confirm any recommendations.
    - Dennis to go over traffic comments with the City Traffic Engineer.
    - Plans sent over to Cal Water for their comments.
    - 60% of the plans are due on November 29th.
    - Will have 60% plan review meeting on December 5th.
    - 100% of the plans should be finished by January 25th, 2023.
    - Writing Staff report to take to council for the first meeting in February.
  - Status as of February 15, 2024
    - Plans are currently at 60%, working with Cal Water for Coordination
    - Looking at other Grant applications for cost.
    - 100% plans by mid-March.
  - Status as of March 18, 2024: 100% plans by mid-April.
  - Status as of April 24, 2024: Designer is developing options in design for City to consider.
  - Status as of May 15, 2024: Designer is developing options in design for City to consider, currently finalizing striping.
  - Status as of June 24, 2024: Designer is developing options in design for City to consider, currently finalizing striping. Expect to have plans completed by the first week in August.
  - Status as of July 25, 2024: No update
  - Status as of October 30, 2024: Pending County review of the street light plans. Plans and specifications almost completed and ready for advertising.
  - Status as of December 19, 2024: Street Light plans are being reviewed by LA County Public Works.
  - Status as of January 16, 2025: Street light plans are being reviewed by LA County Public Works. Designer is wrapping up the plans for bidding.
  - Status as of February 20, 2025: Going to City Council on March 4, 2025, for approval of CEQA and authorization to go out to bid.
  - **Status as of March 20, 2025:** Council approved PSE and recording a "Notice of Exemption" with the LA County Clerk and the State Clearing House at March 4, City Council Meeting.

- PW1655: CARSON ST. REHABILITATION PROJECT
  - Location: Carson Street from Recreation Rd. to Santa Fe Ave.
  - Description: The length of this corridor is 2.2 miles, and the project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,799,100.00
  - Status: COMPLETION AND CLOSEOUT
    - Contractor provided response to punch list on May 10, 2023.
    - The punch list discussions with the contractor are expected to be completed on May 30, 2023.
    - Contractor provided response to punch list comments on July 10, 2023**.**
    - Contractor submitted proposal for pavement repairs on August 16, 2023.
    - Status as of October 26, 2023: Contractor to provide dates for repairs.
    - Status as of March 18, 2024: We are currently awaiting the contractor's response to the last email sent on March 5, 2024, regarding the final punch list item.
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024**:** No update
    - Status as of August 26, 2024: No update
    - Status as of September 23, 2024: No update
    - Status as of October 30, 2024: No update
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: Working on design for left turn pocket repairs.
    - **Status as of March 20, 2025:** No update

- PW1687: CARSON ST. INTELLIGENT TRANSPORTATION SYSTEM
  - Location: Carson St. from 405 Fwy to Figueroa Street
  - Description: The project involves the installation of CCTV cameras and appurtenant hardware at ten (10) intersections along Carson Street, connecting these to existing fiber optic cable, and tying the existing fiber optic cable into City Hall. The project will also include the establishment of a Traffic Management Center in City Hall for the purposes of traffic signal synchronization, traffic management, surveillance, and traffic monitoring.
  - Budget: $700,000.00
  - Status as of November 20, 2023: Reviewing feasibility of qualification-based contractor procurement strategies with Finance.
  - Status as of December 29, 2023**:** Issued solicitation for systems engineering from Engineering On-call consultant list, proposals due 1/4/24.
  - Status as of January 17, 2024: Received proposals; need to discuss contract options with Purchasing.
  - Status as of February 7, 2024: Negotiating contract with consultant.
  - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to perform systems engineering.
  - Status as of April 18, 2024: Conducted kickoff meeting; conducting field review of existing equipment and fiber optic cable.
  - Status as of May 15, 2024: Field work ongoing**.**

- Status as of June 20, 2024: Consultant met with IT Department at City Hall. Received 60% plans for traffic signal and fiber optic work.
- Status as of July 25, 2024: Reviewing plans.
- Status as of August 26, 2024: No update
- Status as of December 19, 2024: Comments provided; reviewing 90% PS&E. Will coordinate with ITS Department on software and equipment to be installed at City Hall and networking to proposed TMC and new EOC.
- Status as of January 16, 2025: No update
- Status as of February 20, 2025:
- **Status as of March 20, 2025:** No update

- PW1694: PROJECT: BRIDGE MAINTENANCE INSPECTION REPORTS – WORK RECOMMENDED
  - Location: All bridges with an open inspection report
  - Description: Complete work recommended items as noted in the bridge inspection reports from Caltrans.
  - Status: CONTRACT EXECUTION
    - Staff will make recommendation to City Council on June 6, 2023, to award contract to Beador Construction Company, Inc. (Staff report 2023-0379)
  - Status (6/22/2023): Contract was awarded to Beador Construction company at the June 6 City Council meeting. The contract is being executed.
  - Status as of July 19, 2023: The contract was executed. Pending purchase order.
  - Status as of August 17, 2023: Pending purchase order approval.
  - Status as of September 21, 2023: Staff sent the purchase order to contractor and requested a preliminary baseline schedule. Estimated start date is pending.
  - Status as of January 3, 2024: No updates
  - Status as of January 22,2024: Estimated construction start date is March 2024. Staff is working on construction submittals.
  - Status as of February 15, 2024: No Update
  - Status as of March 19, 2024: Staff has reviewed the submittals from the contractor. Traffic control submittals have not been submitted by Contractor.
  - Status as of April 24, 2024: Contractor is working on traffic control submittals. Estimated construction start date is June 2024.
  - Status as of May 20, 2024: Staff is applying for encroachment permits to the following agencies: LA County Flood Control District, Caltrans, City of LA, City of Long Beach. Estimated construction start date is June 2024.
  - Status as of June 20, 2024: Staff is finalizing permit applications with the agencies above. Estimated Start date is August 2024.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Awaiting permit approval from Caltrans for traffic control encroachment within Caltrans Right of Way. Estimated start date is September 2024.
  - Status as of October 30,2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Pending permit from Caltrans for bridge at 91 freeway and Central Avenue.

- Status as of February 20, 2025: Contractor is revising the permit application at 91 Freeway and Central Avenue per Caltrans comments.
- **Status as of March 20, 2025:** No update

- PW1701/1715: MEDIAN LANDSCAPE IMPROVEMENTS
  - Location: City-wide
  - Description: Irrigation upgrades, landscaping upgrades in City medians and streetscapes
  - Budget: $1,500,000
  - Status: PRE-DESIGN
    - Status as of December 29, 2023: Prepared draft scope for Median Streetscape Plan
    - Status as of January 17, 2024: Working on receiving proposal by January 31, 2024.
    - Status as of February 7, 2024: Negotiating contract with consultant.
    - Status as of March 13, 2024: Received updated proposal from consultant. Task Order to be issued to develop Streetscape Master Plan.
  - Status of April 18, 2024: Conducted kickoff meeting and first project design meeting. Reviewing existing conditions.
  - Status as of May 15, 2024: Draft plant palettes developed by consultant**.**
  - Status as of June 20, 2024: Three sets of concepts have been submitted by consultant.
  - Status as of July 25, 2024**:** One concept for each land use type was selected internally and presented to the Public Works Commission. The consultant is working on the cost estimates and implementation plan.
  - Status as of August 26, 2024: Received draft Streetscape Master Plan from consultant. Staff reviewing to provide comments.
  - Status as of September 18, 2024: City Staff to provide feedback to consultant next week. Streetscape Master Plan anticipated to go to City Council for acceptance 10/15/24.
  - Status as of October 28, 2024: Consultant presented on draft plan to Planning Commission.
  - Status as of December 19, 2024: Preparing task order solicitation for Civic Center area median PS&E.
  - Status as of January 16, 2025**:** RFP for Civic Center area prepared, anticipate issuing next week.
  - Status as of February 20, 2025: Staff reviewing proposals received for Civic Center area median landscaping design.
  - **Status as of March 20, 2025:** Staff negotiated with consultant and intends to issue Notice to Proceed (NTP) on design on March 19, 2025.

- PW1763: ARPA ROADWAY REHABILITATION PROJECT
  - Location: Residential streets throughout the city selected per Pavement Management Program report.
  - Description: Roadway rehabilitation with slurry seal method
  - Budget: $3,500,000.00
  - Status: CONSTRUCTION IN PROGRESS
    - The contractor is scheduled to resume work in June 2023, pending warmer temperatures.
    - Contractor is working on the new schedule. Anticipating submittal, the week of July 10, 2023.

- Contractor resumed with construction activities on July 17, 2023.
- Status as of January 22, 2024: Construction was completed in October 2023.
- Status as of March 18, 2024: Repairs on streets that were completed during the Winter 2022 will take place in June 2024.
- Status as of April 24, 2024: No update
- Status as of May 21, 2024: Public Works Right of Way Division has started crack sealing. PMI is scheduled to start on June 3, 2024.
- Status as of June 18, 2024: PMI is on the third week of the schedule. Construction is expected to be completed the week of July 1, 2024.
- Status as of July 25, 2024**:** PMI has completed the work and will provide a schedule for the punch list items.
- Status as of September 23, 2024: No update
- Status as of October 30, 2024: PMI completed initial punch list. New punch list items have been added.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:** The final list of streets that need to be re-sealed has been sent to the contractor.

- PW1765: LOMITA BLVD
  - Status as of January 3, 2024:
    - TAIT is sending over 30% of plans for review.
    - Geotechnical report will be completed by the end of November.
    - Railway spurs application is $2,000 per spur, Tait is saying these fees will amount to $8,000 for all the Street Improvement projects that the city has.
    - Plans should be complete by the end of January.
    - Plan to take to council for approval on the second meeting in February.
    - Status as of February 15, 2024: Plans are expected to be complete by mid-March.
    - Status as of March 18, 2024: Plans are expected to be complete by mid-April.
    - Status as of April 24, 2024: Working with City of Los Angeles for applicable permits.
    - Status as of May 15, 2024: Meeting set up with the City of Los Angeles to go over permits and project.
    - Status as of June 24, 2024: Meeting set up with the City of Los Angeles to go over permits and project.
    - Status as of July 25, 2024: No update
    - Status as of October 30, 2024: Consultant working on the right of way issues for stormwater easement. Addressing additional Task Order request.
    - Status as of December 19, 2024: Consultant working on the right-of-way issues for stormwater easement. Addressing additional Task Order request.
    - Status as of January 16, 2025**:** Consultant working on the right-of-way issues for stormwater easement. Addressing additional Task Order request.
    - Status as of February 20, 2025: Plan review shared with design consultant. Additional Task Order currently being reviewed.
    - **Status as of March 20, 2025:** No update

- PW1773: CARSON ACTIVE TRANSPORTATION & COMMUNITY CONNECTIVITY PLAN
  - Location: Citywide
  - Description: Develop Carson Active Transportation and Community Connectivity Plan.
  - Budget: $405,000 ($358,000 in Caltrans Sustainable Communities Grant)
  - Status: PRE-DESIGN
    - Contract awarded to Alta Planning + Design, Inc. at the May 2, 2023, City Council Meeting
    - Project kickoff meeting conducted August 31, 2023.
  - Status as of November 21, 2023: Consultant proceeding with existing conditions review and public outreach plan. Website anticipated to be up by January 2024
  - Status as of December 29, 2023: Consultant preparing to go live with website, social media, etc. in January.
  - Status as of January 17, 2024: Website, social media, etc. are live. First virtual open house is set for 1/25/24.
  - Status as of February 7, 2024: Research and analysis is ongoing. In-person open house events planned for February 22, 2024, and April 18, 2024.
  - Status as of March 13, 2024: In-person open house was held at Anderson Park on February 22, 2024. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
  - Status as of April 18, 2024: Received existing conditions report draft and provided comments. The final open house is scheduled for April 18, 2024, at Veterans Park. Research and analysis are ongoing.
  - Status as of May 21, 2024: Final open house was conducted. Analysis is ongoing. Planning for fall workshop meetings in progress.
  - Status as of June 20, 2024**:** Walk audit conducted at select schools. Analysis is ongoing. Planning for fall workshop meetings is ongoing.
  - Status as of July 25, 2024**:** Consultant has begun to prepare draft recommendations, concepts, and cost estimates.
  - Status as of August 26, 2024: Staff working with consultant on draft recommendations.
  - Status as of September 18, 2024: Internal draft document prepared for discussion with management. Public workshops scheduled for November.
  - Status as of October 28, 2024: Internal draft document and recommendations reviewed with City Manager's Office.
  - Status as of December 19, 2024: Three more engagement meetings were held with residents (at Hemingway Park, the Community Center, and online) to present draft findings and proposed projects and to solicit input. City Staff is reviewing the draft plan to provide comments for final.
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: Final plan documents received from consultant. Staff preparing staff report for City Council to accept and approve CATCP.
  - **Status as of March 20, 2025:** Carson Active Transportation and Community Connectivity Plan approved by City Council on March 4, 2025. Staff working with consultant and Caltrans to close the project out.

- PW1775: 213TH ST. STREET LIGHTS
  - Location: East 213th Street between Chico Ave and Wilmington Blvd
  - Description: Installation of streetlights
  - Budget: $800,000
  - Status: DESIGN PROCUREMENT
    - Status as of December 29, 2023: Solicitation issued from Engineering On-call consultant list; 1 proposal received.
    - Status as of February 7, 2024: Negotiating contract with consultant.
    - Status as of March 13, 2024: Consultant to send revised scope and fee (final iteration).
    - Status as of April 18, 2024: Waiting for Task Order and Notice to Proceed (NTP)
    - Status as of May 21, 2024: Conducted kick-off meeting.
    - Status as of June 20, 2024: Field work ongoing.
    - Status as of July 25, 2024**:** Consultant is preparing plans.
    - Status as of August 26, 2024: No update
    - Status as of September 18, 2024: 30% submitted to City. Comments sent.
    - Status as of October 28, 2024: Consultant coordinating with SCE to develop service request which will require upgrading the circuit on 213th.
    - Status as of December 19, 2024: Received 60%. County reviewing.
    - Status as of January 16, 2025**:** County still reviewing. SCE will need to do major work in order to install these streetlights, so they are requesting a meeting with City staff about potentially putting in aerial cable instead of undergrounding to complete the project faster.
    - Status as of February 20, 2025: No update
    - **Status as of March 20, 2025:** Waiting for draft SCE design.

- PW1779: WALNUT AVENUE (AVALON TO BILLINGS)
  - Status as of January 3, 2024
    - Webb is working on the 60% plans.
    - Webb needs to know from the city if they are going with just asphalt or a complete street rebuild.
    - Webb is finishing up with the plans.
  - Status as of March 18, 2024: Going to City Council for April 2, 2024, Meeting.
  - Status as of April 24, 2024: Project has been ground and overlaid by the other project, working with city staff for upgrades in signing and stripping. Will fill CEQA.
  - Status as of May 15, 2024: Citywide asphalt project has applied asphalt, working with ROW Superintendent to finalize the sidewalk work, signs, and stripping. Filed CEQA documentation.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - **Status as of March 20, 2025:** No update

- PW1780: VICTORIA TRANSIT CENTER
  - Location: Victoria Street near Tamcliff Avenue
  - Design and construction of a new transit center adjacent to CSUDH.
  - Budget: $3,525,000
  - Status as of November 21, 2023: DESIGN
    - Task Order 2023-008 issued to Breen for Conceptual Design
    - Follow-up meetings to be held to discuss incorporating CSUDH, Dignity Health input.
  - Status as of December 29, 2023: Awaiting revised concept after 2nd meeting.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024**:** Received revised concepts which are being reviewed by City and CSUDH Staff.
  - Status as of March 13, 2024: Revised concepts discussed on February 29, 2024, meeting with consultant and CSUDH. Conceptual design to be finalized later this month.
  - Status as of April 18, 2024: Working with CSUDH to coordinate upcoming survey work.
  - Status as of May 15, 2024: Awaiting Access & Exclusivity Agreement from CSUDH to allow for onsite survey work.
  - Status as of June 20, 2024: Working with CSUDH to execute Access Agreement.
  - Status as of July 25, 2024: Still working to execute agreement. City working to obtain right-of-way documents from CSUDH.
  - Status as of August 26, 2024: No update
  - Status as of September 18, 2024: Agreement set to go to City Council 10/1/24 for approval.
  - Status as of October 28, 2024: Agreement executed, awaiting consultant schedule for survey work.
  - Status as of December 19, 2024: Consultant's subcontractors have completed survey work and have begun geotechnical work to support design.
  - Status as of January 16, 2025: Design ongoing
  - Status as of February 20, 2025: Design ongoing
  - **Status as of March 20, 2025:** Received final conceptual design from consultant. Staff planning next phase of design.

- PW1785: BICYCLE MASTER PLAN UPDATE
  - Location: City-wide
  - Description: Update City Bicycle Master Plan
  - Budget: $897,000
  - Status: PRE-DESIGN
  - Status as of December 29, 2023: Working with Caltrans to program allocation request.
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: No update
  - Status as of March 13, 2024: On CTC March Agenda for allocation
  - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for the May 21, 2024, City Council Agenda.
  - Status as of May 20, 2024: No update

- Status as of June 20, 2024: Received approved finance letter from Caltrans. Drafting RFP scope of work.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- Status as of September 18, 2024: Drafting project scope.
- Status as of October 28, 2024: No update
- Status as of December 19, 2024: The RFP was issued November 27, 2024. A virtual pre-proposal meeting was held December 9, 2024. Proposals are due January 8, 2025.
- Status as of January 16, 2025: Four proposals were received. Staff to evaluate and score the proposals to select the consultant for plan preparation.
- Status as of February 20, 2025: Staff conducted interviews February 11, 2025, with the three consultants who were shortlisted for the project.
- **Status as of March 20, 2025:** Contract services agreement for Toole Design Group approved by City Council on March 18, 2025.

- PW1753: UNIVERSITY DRIVE STREET IMPROVEMENT – AVALON TO WILMINGTON FEDERAL PROJECT NO. STPL-5403(033)
  - Status as of May 20,2024: Request for Authorization for Preliminary Engineering Application was resubmitted to Caltrans on May 16, 2024. Estimated construction start date is June 2025.
  - Status as of June 20,2024: Staff resubmitted application on June 17, 2024. Revised application included "Expedited Project Selection Procedures (EPSP)" approval from SCAG.
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Application pending approval from Caltrans.
  - Status as of October 30,2024: Staff report item #23 was approved at the 10/1 Council Meeting along with resolutions 24-091 & 24-095. Staff routed the supplement agreement through City Clerk on 10/29 for the mayor's signature.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Staff to advertise project for design in January 2025.
  - Status as of February 20, 2025: Request for Proposal will be advertised on March 6, 2025.
  - **Status as of March 20, 2025:** Staff is revising request for proposal based on comments from Purchasing. Proposal to be advertised in March 2025.

- PW1757: MAIN STREET – 228TH TO LOMITA
  - Location: Main Street from 228th Street to Lomita Boulevard
  - Description: The project includes concrete reconstruction, tree removal and replacement, asphalt concrete pavement overlay, repair of damaged sidewalks, driveway approaches, curbs and gutters, and access ramps.
  - Budget: $2,100,000
  - Status: DESIGN
  - Status as of February 20, 2025: Comments submitted to Tait for 50% design.
  - **Status as of March 20, 2025:** No update

- PW1722: 213th STREET IMPROVEMENT ION PROJECT
  - Location: 213th from Main to Selwyn.
  - Description: Roadway and concrete improvements rehabilitation
  - Budget: $2,693,000.00

- Status: CONSTRUCTION IN PROGRESS
- **Status as of March 20, 2025:** Concrete improvements and paving are complete.

Traffic Signal Improvements

- PW1647: I-110 FREEWAY ARTERIAL IMPROVEMENTS
  - Location: Del Amo Blvd at Vermont Ave; Del Amo Blvd at Figueroa St; Del Amo Blvd at Main St; Hamilton Ave at I-110 SB on/off-ramps; Figueroa St at I-110 NB on/off ramps; Figueroa St at Torrance Blvd; Main St at Torrance Blvd; Carson St at Vermont Ave; Carson St at Figueroa St; and Avalon Blvd at Carson St
  - Description: Traffic Signal Improvement at 6 intersections near I-110 /FOLA with Metro Express lanes Net Toll Revenue Reinvestment Grant
  - Budget: $3,520,000 = $1,760,000 (Grant Fund) + $1,760,000 (Local Fund)
  - Status: DESIGN
  - Status as of October 26, 2023: Awaiting execution of Funding Agreement for extension and scope modifications.
  - Status as of November 20, 2023: Received Metro's approval of reduced scope of work and time extension.
  - Status as of December 29, 2023: Consultant reviewing and updating scope.
  - Status as of January 17, 2024**:** No update
  - Status as of February 7, 2024: Consultant reviewing relevant traffic studies to refine scope.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024**:** Consultant's traffic analysis showed that proposed treatments at three of the project intersections will not markedly improve traffic conditions. City to submit request for Scope Modification from Metro to be able to use the funds on different traffic signals and treatments that will have a greater positive impact to traffic.
  - Status as of August 26, 2024: Scope modification request sent to Metro; meeting scheduled with Metro in September to discuss.
  - Status as of September 18, 2024: Staff preparing additional documents for submission to Metro as requested to supplement scope modification request.
  - Status as of October 28, 2024: Staff submitted additional information to Metro, as requested. Received consultant proposal for 3 out of the 6 signals to be designed and preparing Task Order.
  - Status as of December 19, 2024: Staff issued Task Order 2024-055 to KOA to design three (3) of the traffic signals. A kick-off meeting was held on December 4, 2024, to discuss the scope. Staff still awaiting Metro's decision on the scope modification request.
  - Status as of January 16, 2025: A meeting was held with the designers and LA County to discuss the LA County traffic signal included in this scope. Staff working to reply to the designer's data request.
  - Status as of February 20, 2025: No update
  - **Status as of March 20, 2025:** No update

- PW1649: HSIP H8-07-003 TRAFFIC SIGNAL UPGRADE
  - Location: Intersections of Avalon Blvd at Victoria St, Main St at Sepulveda Blvd, Main St at 223rd St, and Figueroa St at Torrance Blvd
  - Description: Traffic Signal Upgrades for 4 intersections with HSIP Grant
  - Budget: $1,912,000 = $1,720,890 (HSIP Fund) + $1,279,110 (Local Fund)
  - Status: DESIGN
    - Awaiting final SCE plans
  - Status as of November 20, 2023: No update
  - Status as of December 29, 2023: No update
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: Received final SCE plans, working with designer to finalize PS&E package.
  - Status as of March 13, 2024: Meeting scheduled this month with designer to review PS&E package and outstanding items.
  - Status as of April 18, 2024: Additional work on design and Caltrans authorizations will require forthcoming change order.
  - Status as of May 15, 2024**:** Contract amendment for the Consultant is scheduled for June 4, 2024, City Council Agenda for additional design and Caltrans authorization work. Working with Caltrans to submit necessary forms to authorize construction funding.
  - Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA**.**
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: PLA does not apply to Federal-aid projects. Working with consultant to confirm utility investigation complete and finalize plans.
  - Status as of September 18, 2024: NEPA CE received from Caltrans. Advantec submitted final plans. City performing final review. Anticipated City Council approval date of 10/15/24.
  - Status as of October 28, 2024: Notice of Exemption was approved at City Council 10/15/24. Request for Authorization for Construction was submitted to Caltrans 10/24/24.
  - Status as of December 19, 2024: After receiving feedback on the October 24, 2024, submission, the Request for Authorization for Construction was resubmitted to Caltrans on December 11, 2024.
  - Status as of January 16, 2025: After receiving more feedback, the Request for Authorization for Construction was resubmitted to Caltrans on January 7, 2025.
  - Status as of February 20, 2025: Received comments from Caltrans. Resubmitted Request for Authorization for Construction to Caltrans February 3, 2025.
  - **Status as of March 20, 2025:** Construction project planned to be advertised on March 20, 2025, under IFB 25-08.

- PW1657: FOR MR 312.46 AND MR 312.41, TRAFFIC SIGNAL UPGRADES
  - Location: Figueroa St at Victoria St; Main St at 220th St; Main St at Victoria St.
  - Main St at Albertoni St; and Figueroa St at 223rd St; and Figueroa Street at 234th St.
  - Description: Traffic Signal Upgrade at six (6) intersections. The proposed upgrades aim to improve signal coordination and traffic progression to alleviate arterial congestion by installing, replacing and/or updating traffic signal poles, mast arms, signal heads, controllers, cabinets, left turn phasing, CCTVs, countdown pedestrian signal heads, ADA compliant curb ramps and pedestrian push buttons, and traffic signal timing.

- Budget: $4,220,000 (Measure R Grant)
- Status: DESIGN AND PERMITTING
  - Revised funding agreement approved on May 16, 2023, City Council
  - Awaiting final SCE plans
  - Status as of November 20, 2023: No update
  - Status as of December 29, 2023: No update
  - Status as of January 17, 2024: No update
  - Status as of February 7, 2024: Received final SCE plans, working with designer to revise PS&E package, Los Angeles City DOT to review location within their right-of-way.
  - Status as of March 13, 2024: Received final PS&E package for Los Angeles City DOT location, to sign internally and submitted to LADOT for signature. Designer making final revisions to PS&E package.
  - Status as of April 18, 2024: LADOT provided approval, but LABOE has not reviewed. Met with LABOE to clarify their approval process for "A Permit".
  - Status as of May 15, 2024: LABOE to review plans.
  - Status as of June 20, 2024: LABOE review continuing**.**
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: LABOE reviewed with no further comments. LABOE issuing permit and final signing of plans.
  - Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption.
  - Status as of October 28, 2024: Waiting for final updates from consultant. IFB planned for November pending budget.
  - Status as of December 19, 2024: IFB was issued December 9, 2024. A pre-bid conference is being held December 19, 2024. Bids are due January 9, 2025.
  - Status as of January 16, 2025: Staff is responding to bidders' questions, bids due February 3, 2025.
  - Status as of February 20, 2025: Bids were received February 3, 2025. Staff is reviewing the bids.
  - **Status as of March 20, 2025:** No update

- <u>PW1667: TRAFFIC SIGNAL IMPROVEMENT AT AVALON BLVD. & GARDENA BLVD.</u>
  - Location: Intersection of Avalon Blvd and Gardena Blvd
  - Description: Traffic signal upgrade design to include protected left-turn phasing for north-south traffic.
  - Budget: $500,000
  - Status: DESIGN
    - Status as of October 26, 2023: Design Consultant to submit 100% PS&E packet. Status as of November 20, 2023: Designer is obtaining potholing. Designer will submit plans in early December. County is reviewing City's request to incorporate our design into County's Avalon TSSP project design.
    - Status as of January 17, 2024: Design complete. City has accepted package. Sent to County, who will be preparing revised signal design.
    - Status as of February 7, 2024: County preparing update to design to insert into upcoming City procurement.

- Status as of March 13, 2024: No update
- Status as of April 18, 2024: No update
- Status as of May 20, 2024: No update
- Status as of June 20, 2024**:** Received County's revised signal design; comments returned to County for final incorporation**.**
- Status as of July 25, 2024: No update
- Status of August 26, 2024: Received final plans from County. Reviewing and compiling bid package.
- Status as of September 18, 2024: Staff preparing bid package, awaiting filing of Notice of Exemption
- Status as of October 28, 2024: Notice of exemption filed, IFB anticipated in November pending budget.
- Status as of December 19, 2024: IFB was issued November 7, 2024. Bidding closed on December 12, 2024. Staff is reviewing and evaluating the bids.
- Status as of January 16, 2025: Staff is reviewing bids.
- Status as of February 20, 2025: Staff is reviewing reference for the low bidder.
- **Status as of March 20, 2025:** Staff report prepared to award construction contract, anticipated for April 15, 2025, City Council meeting.

- PW1784: CENTRAL AVE. AT UNIVERSITY DR. TRAFFIC SIGNAL IMPROVEMENT
  - Location: Intersection of Central Avenue and University Drive.
  - Description: Installation of left turn arrows at existing signalized intersection
  - Budget: $640,000
  - Status: DESIGN
    - Consultant preparing 60% plans.
    - Status of August 26, 2024: Consultant submitted 60% plans and City reviewing. Working through design issues with placement of new signal poles.
    - Status as of September 18, 2024: City provided 60% comments. Consultant revising plans, 90% anticipated in November.
    - Status as of December 19, 2024: Consultant presented change order due to additional potholing and redesign of southwest quadrant. Staff is reviewing.
    - Status as of January 16, 2025: No update
    - Status as of February 20, 2025: No update
    - **Status as of March 20, 2025:** Change order was approved and Notice to Proceed on additional scope was issued March 5, 2025.

Summary of All Traffic Signal Projects:

Location/Intersection	Construction Start Date	Anticipated Construction Completion Date
PW 1667-Avalon Blvd at Gardena Blvd	APRIL 2025	TBD
PW 1649-Avalon Blvd at Victoria Ave	JUNE 2025	TBD
PW 1784- Central Ave at University Dr	In Design	TBD
Del Amo Blvd at Vermont Ave	In Design	TBD
PW 1647-Del Amo Blvd at Figueroa St	In Design	TBD
PW 1647 Del Amo Blvd at Hamilton Ave	In-Design	TBD
PW 1736 Dolores St. at 223rd St.	(CIP 24-25 Design)	

PW 1647 Hamilton Ave at I-110 SB On/Off-ramps	In Design	TBD
PW 1657-Main St at 220th St	MAY 2025	TBD
PW 1649 -Main St at 223rd St	JUNE 2025	TBD
PW 1657-Main St at Albertoni St	MAY 2025	TBD
PW 1649-Main St at Sepulveda Blvd	JUNE 2025	TBD
PW1657-Main St at Victoria St	MAY 2025	TBD
PW 1647-Main St. at I 405 NB On-ramp	In Design	TBD
PW 1647-Main St. at I 405 NB Off-ramp	In Design	TBD
PW 1657-Figueroa St at 223rd St	MAY 2025	TBD
PW 1657-Figueroa St at 234th St	MAY 2025	TBD
PW 1647-Figueroa St at I-110 NB on/off ramps	In Design	TBD
PW 1649-Figueroa St at Torrance Blvd	JUNE 2025	TBD
PW 1657-Figueroa St at Victoria St	MAY 2025	TBD

* Delays due to long-lead items and supply chain issues

Stormwater Improvements

- PW1682: STORMWATER FACILITIES & IMPLEMENTATION PLAN
  - Location: Citywide
  - Description: Developing a plan to identify potential new stormwater facilities that are needed for compliance with City's National Pollutant Discharge Elimination Systems (NPDES) permit. Ensures that we have clean water in our local waterbodies and helps with climate resiliency through water capture and pre-treatment and reduces our impact on the oceans. To also update the Enhanced Watershed Management Plan, which is a document that is used to maintain compliance with the City's NPDES permit. This is needed to keep up to date with permits from the State.
  - Current Phase: PLAN DEVELOPMENT AND SITE SELECTION
    - The first project identified is the Stevenson Park Stormwater Capture Facility. The team has already reached out to Los Angeles County Sanitation to perform a sewer area study and is working on getting funding. The team must also gain approval from the Flood Control District before moving forward with an application next fiscal year. We have been informed that applications for future funding may be paused for this year.
    - The consultant has identified BMPs for the Gardena, Main and Avalon Green Street Improvement task that were added to the amended contract in June. 60% of the design has been completed and the project is pending a geotechnical review. We are negotiating and looking for potential funding to provide surveying and geotechnical work. Design is paused until this can be executed.
    - Status as of January 22, 2024: The team is conducting outreach to the Mayor in February to help promote understanding and to gain feedback on potential stormwater facilities and compliance with the MS4 permit. They will also reach out to several other officials.
    - Status as of February 21, 2024: The team is conducting outreach to stakeholders throughout the city to inform them of the Plan. They are also revising several

aspects of the scoring to provide a better assessment of possible stormwater facilities.

- Status as of March 20, 2024: The consultant is preparing for outreach to City Council members and other stakeholders, outreach materials and content will be reviewed when submitted. The consultant is also planning on completing the Facilities Plan by the end of May.
- Status as of April 23, 2024: The consultant is working on finalizing a prioritization of all stormwater BMPs in the coming months.
- Status as of May 20, 2024: No update
- Status as of June 20, 2024: The consultant expects to submit a completed draft master plan by the end of the month.
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: The plan has been completed, a workshop will be planned to present the potential projects to City staff and inform feedback on moving forward with any projects.
- Status as of October 30, 2024: Workshop has been completed, and two projects will be selected for grant funding opportunities
- Status as of December 19, 2024: Consultant has begun work on Green Streets design and technical resource applications.
- Status as of January 16, 2025: Selecting two projects to submit for grant funding.
- Status as of February 20, 2025: Two projects selected – pursuing dry wells and have contacted LA County Parks for a project at Victoria Park.
- **Status as of March 20, 2025:** Began work with application for dry wells project.

- <u>PW1776 CALAS PARK STORMWATER SUPPLEMENTAL ENVIRONMENTAL PROJECT</u>
  - Location: Calas Park
  - Description: Joint project with Los Angeles County Sanitation Districts to construct a stormwater treatment and capture facility. This project will divert water from the storm drain and allow it to be cleaned and/or reused in the park while also improving park facilities.
  - Current Phase: Request for Proposals to perform design services.
  - Status as of March 20, 2024: The RFP is out for bid and bids should be received by next month, with a selection in May.
  - Status as of April 23, 2024: We are on schedule with the RFP. A pre-proposal meeting was conducted with 30 attendees. The bid opening will be in early May with interviews the following week if needed.
  - Status as of May 20, 2024: No update.
  - Status as of June 20, 2024: The project is set to be awarded in July and will go on the City Council's agenda. The company selected is Craftwater Engineering.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Craftwater Engineering has begun pre-design for the project and the contract is in the process of being executed.

  - Status as of October 30, 2024: Preliminary design has been completed and the project is ready for 30% design to begin, scheduled to be completed in December.
  - Status as of December 19, 2024: 30% Design submitted for review in January.
  - Status as of January 16, 2025: Comments being submitted in one week. Design workshop completed on January 16, 2025.
  - Status as of February 20, 2025: Project has begun CEQA process and consultant is working on the 60% design.
  - **Status as of March 20, 2025:** 60% Design scheduled for delivery and review.

- PW1676 STORMWATER GREEN STREET ENGINEERING, DESIGN & IMPLEMTATION
  - Location: Gardena and Main Street
  - Description: Stormwater treatment project to construct tree wells and a dry well on Gardena and Main Street, which will filter and clean water from the streets.
  - Current Phase: In Design
  - Status as of January 16, 2025: Consultant is performing geotechnical and survey work to establish design parameters.
  - Status as of February 20, 2025: Geotechnical work has been completed and 60% design is underway.
  - **Status as of March 20, 2025:** Completing survey and 60% design expected.

Bike Lane Projects

- PW1451 & 1452: BIKE LANE INSTALLATION
  - Location: Figueroa Street, Main Street, Victoria Street, and Carson Street. University Drive, Avalon Boulevard, Central Avenue, Del Amo Boulevard, and 223rd Street.
  - Description: Design and construction of bike lane facilities
  - Budget: PW1451 = $4,900,000.00; PW1452 = $4,900,000.00
  - Current Phase: DESIGN AND PERMITTING
    - Final design plan review to be completed in January 2024
    - Status as of October 26, 2023: Metro Measure M funding awarded and programmed for construction phase.
    - Status as of November 20, 2023: Working with Metro on funding agreement for Measure M funds.
  - Status as of December 29, 2023: Working with Caltrans Local Assistance to confirm the revised funding plan including Metro funds and City match.
  - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
  - Status as of February 7, 2024: City performing design review to coordinate with other CIP projects.
  - Status as of March 13, 2024: No update
  - Status as of April 18, 2024: Consultant updating final plans package to incorporate other City projects, updates to Federal MUTCD.
  - Status as of May 15, 2024: LACMTA funding agreements scheduled for the May 22, 2024, City Council Agenda. Working with Caltrans to submit necessary forms to authorize construction funding.
  - Status as of June 20, 2024: Working with Caltrans on necessary forms to authorize construction funding and FHWA review/approval of Carson's PLA.

- Status as of July 25, 2024: Meeting tentatively scheduled with Caltrans to discuss delivery options.
- Status of August 26, 2024: Received tentative direction from Caltrans on City's project delivery and packaging plan. Confirmed that Metro also accepts this approach. Caltrans is agreeable to converting some Federal-Aid funds to State funds which will reduce the paperwork burden on CIP projects that use the new striping design. Project will be bid in 3 parts: 1) Median modifications and lighting relocation, 2) Federal-Aid signing and striping for projects not already in CIP (also not subject to PLA), and 3) individual signing and striping sheets for CIP projects to be implemented over this fiscal year and the next two (2) fiscal years prior to 2028 Olympics. City is waiting for final confirmation from Caltrans on this plan.
- Status as of September 18, 2024: City awaiting final plans for each of 3 packages. Anticipated City Council approval date 10/15/24.
- Status as of October 28, 2024: Anticipated City Council approval date 11/19/24.
- Status as of December 19, 2024: RFA for construction of Federal project was submitted on December 11, 2024.
- Status as of January 16, 2025: City received letter from CPUC regarding their opinion that a GO 88-B permit is required for striping a bike lane near railroad crossings. Staff reviewing options and potential response. Caltrans returned RFA-CON as incomplete – Staff forwarded rejection to consultant for rework. Consultant presented supplemental scope and fee for reworking RFA-CON, which the city has rejected as this rework is considered within scope.
- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:** Submitted revised RFA-CON package. Received additional comments from Caltrans.

- <u>PW1490 & 1600: DOMINGUEZ CHANNEL BIKE PATH INSTALLATION PHASES I & II</u>
  - Location – Phase I: Main Street to Avalon Boulevard
  - Location – Phase II: Avalon Boulevard to Carson St.
  - Description: Installation of Bike path along Dominguez Channel
  - Budget: $9,000,000.00 (PW1490); $5,500,000.00 (PW1600)
  - Current Phase: DESIGN AND PERMITTING
    - As a result of the redesign to address safety concerns, the City is working with Metro requesting additional funding and a time extension.
    - Status as of October 26, 2023: Consultant to continue design with modified scope.
    - Status as of November 20, 2023: Consultant to continue design with modified scope.
    - Status as of December 29, 2023**:** Consultant contract amendment approved, awaiting signed amendment in mail to issue task order.
    - Status as of January 17, 2024: Awaiting signed task order memo to issue task order Notice to Proceed.
    - Status as of February 7, 2024: Notice to proceed on Task Order was issued, working with LA County DPW to obtain permit to conduct survey work for design.
    - Status as of March 13, 2024: LA County DPW permit obtained, survey work to begin this month.
    - Status as of April 18, 2024: Seeking a meeting with LA County to review geotechnical scope, waiting for communication from LA County as to who is reviewing.

- Status of May 15, 2024: Met with LA County to review structural and geotechnical questions, working with LA County Flood District through permit requirements for various subcontractors' scope of work.
- Status as of June 20, 2024: Biological survey to be conducted this month.
- Status as of July 25, 2024: Biological survey is complete. Consultant is working on civil plans. Consultant submitted permit for geotechnical borings which is pending LA County review and approval. Conducted coordination meeting with County on Greenway project status, City's needs from County.
- Status of August 26, 2024: Conducted meeting with County to discuss Geotechnical exploratory permit pending LA County review. County should have comments on permit in September.
- Status as of September 18, 2024: Continued coordination with County on Greenway parklet plans, permit still pending LA County review and approval.
- Status as of October 28, 2024: Geotech field work complete, awaiting soils report for structural and civil design. Continued coordination with County on Greenway parklet plans
- Status as of December 19, 2024: Staff reviewing soils report. Consultant has begun structural design.
- Status as of January 16, 2025: Structural and civil designs are ongoing. Coordination with LA County is ongoing for review of structural elements and for coordination within parklet area.
- Status as of February 20, 2025: Structural and civil designs are ongoing. Staff and Consultant met with LA County team January 28, 2025, to discuss structural design approach. Consultant is collaborating with LA County designer on parklet area.
- **Status as of March 20, 2025:** Staff and consultant to meet again with LA County on March 20, 2025 (today) to discuss approach for design and whether a design-build approach could be reviewable for LA County.

- <u>PW1534: ACTIVE TRANSPORTATION PROGRAM – SANTA FE BIKE LANE</u>
  - Location: Santa Fe Ave and City-wide
  - Description: Construct bike lane on Santa Fe Ave; install curb ramps city-wide; install speed feedback signs city-wide; install crosswalks city-wide; install pedestrian push buttons and countdown heads city-wide
  - Budget: $3,491,000
  - Status: DESIGN
    - Status as of December 29, 2023: Working with Caltrans to program allocation request.
    - Status as of January 17, 2024: Resubmitted with additional Caltrans requirements.
    - Status as of February 7, 2024: No update
    - Status as of March 13, 2024: On CTC March Agenda for allocation.
    - Status as of April 18, 2024: CTC allocated funds for plan update. Program supplement agreement scheduled for the May 21, 2024, City Council Meeting Agenda.
    - Status as of May 20, 2024: No update.
    - Status as of June 20, 2024: Received approved finance letter from Caltrans for PA&ED phase. City reviewing procurement options for this project to complete design.

- Status as of July 25, 2024**:** No update
- Status as of September 18, 2024: Design to be advertised to include curb ramp design, median nose cuts, and other Community-Wide Safety Improvements that were approved in this grant. Project will then be bid as one construction package, which will include already completed Santa Fe Bike Lane design.
- Status as of October 28, 2024: No update.
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:** Drafting RFP.

Park Improvements

- PW 1368: CARRIAGE CREST PARK REDEVELOPMENT
  - Location: Carriage Crest Park
  - Description: Improve site condition of existing park and develop newly acquired 10-acre parcel for new athletic ballfields (baseball & soccer) with a new dog park, installation of all-abilities playground, renovation to existing building, construction of new picnic shelters, concession stand, restroom, and walking path.
  - Status: DESIGN
    - Kick off meeting with designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
    - Funds were appropriated by City Council at the June 6, 2023, meeting for the discrepancy of the design cost due to the incorrect amount at the award of design on February 21, 2023, City Council meeting.
    - Designer (RJM) completed the land survey of the site.
    - It was discovered by Leighton Associates, that further soil testing is needed, which is beyond the current scope of work. The extended scope will require a council agenda item to increase costs and amend scope of work.
    - Staff is still waiting for the fully executed contract to be provided to RJM. The consultant is working in good faith that City will issue a purchase order along with the fully executed contract.
    - RJM is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
    - Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
    - Status as of November 27, 2023: Designer advised to move forward with the concept design to construction documents design phase. Review of first plan submittals is estimated for December.
    - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designer for them to address and include in next submittal (90% Submittal)
    - Status as of January 22, 2024: Designer discovered a 69" RCP Storm drain system within a 13-ft easement, owned/maintained by LA County Department of

Public Works. City must apply to LACDPW which may allow the City to build on/over said drainage system. If not allowed, the approved layout will need to be reconfigured due to the anticipated restrictions by LACDPW.

- Status as of March 20, 2024: RJM submitted 90% of construction plans. Staff reviewing designs in detail.
    - City staff is waiting for LA County's directions about the 69" RCP under a 13-ft easement that has proposed improvements on it.
    - City staff are waiting for KOA to provide updated traffic study.
    - City staff are waiting for report from Leighton Consulting to identify soil removal due to contamination.
- Status as of April 29, 2024:
    - County provided comments for improvements within the easement. They have requested exhibits with details.
    - Traffic Study is complete and warrants a new signal for ingress & egress at the new parking lot towards the southeasterly section of the park.
    - Leighton has unofficially informed that there is minimal soil that is considered contaminated. They are verifying the lab results to determine if removal is necessary based on the low detection results.
    - Staff provided comments on 90% to designer.
- Status as of May 23, 2024:
    - Submitted Exhibits per County's requirements. County added items to submit (beyond previous requirements). Designer preparing additional exhibits and tentatively scheduled to submit to County by end of May (delayed 3 weeks).
    - Completion of design is contingent on County's approval of proposed work over LA County's Storm Drain easement. LA County's review is a minimum of five (5) weeks from latest submittal. Estimated response from County is early July.
    - The newly estimated design completion is early August.
- Status as of June 24, 2024
    - Received comments back from LA County regarding encroachment to easement. Designer to address the last set of comments and expecting approval from LA County by early July.
    - Additional soil boring is required in the area where the park marquee sign will be placed. Consultant requesting additional compensation since this is beyond the scope of work.
    - Staff recently received PO for C-Below for exploration of existing petroleum utilities towards the easterly side of the property. Staff is coordinating work with contractor to be completed by early July. Data will be shared with the consultant to verify any conflicts with proposed improvements.
    - Staff is working with the designer to complete plans by the third week of July for bid advertising.
- Status as of July 25, 2024
    - CEQA approved and project PS&E are ready to be advertised.

- Invitation for Formal Bids is posted to solicit bids on July 25, 2024.

- Status as of August 26, 2024
  - A pre-bid meeting was conducted to clearly inform interested bidders of the accelerated schedule and high expectations for the project.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
- Status as of September 23, 2024
  - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
  - If awarded construction is estimated to start early November to have approximately 9 months of construction
- Status as of October 30, 2024
  - Construction Contract was awarded to Urban Habitat for the amount of $23M. Staff immediately circulated the contract for execution.
  - A preconstruction meeting is tentatively set for November 6th in anticipation of issuance of the Purchase Order by end of October.
  - Staff working closely with designer and building and safety for issuance of grading permit. A SWPPP to be provided by the contractor prior to issuance of Grading Permit. The SWPPP is also required to obtain a WDID from State website, also as part of the grading permit requirements.
  - Staff is soliciting service from an Environmental Engineering firm to locate an abandoned oilwell. The scope will also involve a leak test and mitigation plans, if necessary.
- Status as of December 19, 2024
  - The city secured services from an environmental engineering firm to research the existing oil well and, exploration of the well is underway.
  - Contracts were circulated and approved and a requisition for a purchase order was submitted.
  - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city’s labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
  - Pre-con meetings started
  - Demo permit received

- Contractor mobilized and installed their storage containers
- Fencing at site perimeter was installed
- De-grubbing commenced
- Removal of existing park equipment started
- Site investigation of nursery began
- Methane Investigations are underway

▪ Status as of February 20, 2025: No update

▪ **Status as of March 20, 2025:** Public Safety and Public Works were notified of graffiti on the wall of one of the buildings at Carriage Crest Park (CCP). The contractor will continue grading in the expansion area while the asphalt and concrete issues in that area are resolved. We are also working with the PRC prefab building vendor to incorporate the methane mitigation retrofit measure and obtain approval from Building and Safety. The switchgear lead time is approximately 12 months, and we are working with the contractor to identify alternative solutions to energize the park before project completion.

- PW1515: CARRIAGE CREST PARK STORMWATER CAPTURE-
  - Location: Northeast corner of Sepulveda and Figueroa St.
  - Description: Installation of Stormwater chambers to capture and divert stormwater to Los Angeles County Sanitation District. This water will be used to augment the reclaimed water for regional uses. This type of stormwater project is the first of its kind in California.
  - Status as of December 21, 2023: CONSTRUCTION IN PROGRESS
    - Plans sent over to OHL to provide an estimate on field re-grading and sump pumps in the vaults.
    - OHL gathering materials and authorization to complete Punch List.
  - Remaining Punch List Items: funds are being added on the November 7th Staff Report.
  - OHL has the parts at the Yard and is getting ready to start.
  - Working on scheduling for restarting this project with OHL
  - Dave Piece doesn't have the budget for his staff to do inspection; he is reaching out to Tetra-tech for help with inspection and Project Management.
  - Working with OHL to sign Amendment No.1
  - Status as of April 24, 2024: Terminating contract with OHL for convenience and working with Sanitation District to bring project to functional status.
  - Status as of May 20, 2024: No update
  - Status as of June 24, 2024: Going to council to accept the O&M agreement from the LA County Sanitation District.
  - Status as of July 25, 2024: No update
  - Status as of October 30, 2024: Los Angeles Sanitation district is working on Punch List items, anticipated completion Mid- December.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Los Angeles Sanitation District is completing the punch list items for commissioning.
  - Status as of February 20, 2025: No update
  - **Status as of March 20, 2025:** No update

- PW 1610: FOISIA PARK DESIGN
  - Location: Foisia Park
  - Description: Improve site condition of existing park with construction of new stage area, new picnic area, shade structures and new outdoor exercise stations as well as renovations to the athletic ballfields, playground, restrooms, concession building, marquee sign and parking lot
  - Status: DESIGN
    - Kick-off meeting with designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
    - A job walk with staff and designer (ADL) was conducted on June 14, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Director and Superintendent were in attendance and provided clear information to the designer with components and features that should be considered for the improvements.
    - ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
  - Status as of October 26, 2023: In progress; concept to be presented to Council by P&R.
  - Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
  - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designer for them to address and include in next submittal (90% Submittal)
  - Status as of March 20, 2024: Concept plan modified to include artwork near the front of the park.
    - The designer is also proposing a concept for a front park marquee sign.
    - 90% of the plans are scheduled to be submitted March 20, 2024.
  - Status as of April 29, 2024: Staff reviewed 90% of submittal. Designer to provide Estimate & Specifications. Advertise for Construction Bid is estimated to be published in June 2024.
  - Status as of May 23, 2024:
    - The designer recently brought our attention to the replacement of electrical switchgear that has outlived its service life. The estimated lead time for the switchgear is 45 weeks from the time of order. The electrical service to the facility needs to be modified for the new switchgear and brought up to compliance with current SCE standards. A pod-mounted transformer shall be installed near the existing power pole (main power source)
    - The designer is wrapping up the design and preparing 100%PS&E for advertising tentatively scheduled June 6, 2024.
  - Status as of June 24, 2024
    - Pre-Bid conference will be held on June 18, 2024.
    - An addendum will be sent to address a few items that need further details.
    - Bid opening due July 3, 2024.
  - Status as of July 25, 2024

- Bids were opened on July 8, 2024
- Apparent lowest bidder was reviewed, and references were checked and was found to be a qualified contractor with a bid of $9.9M.
- On July 18, 2024, apparent lowest bidder requested their bid be withdrawn. After further discussions with contractor and a review of public contract code with City Attorney's office, the contractor is continuing to pursue the withdrawal of their bid. All details of the bids and withdrawal of bids have been forwarded to the Director of Public Works for direction.

- Status as of August 26, 2024
  - After a review of the bids, the lowest responsive responsible bidder was identified. Staff prepared an agenda item to award the construction contract to Environmental Construction Inc (ECI). A week later ECI submitted an official request to *withdraw bids*. The 2nd lowest bidder was further evaluated and was eventually concluded to be the "lowest responsive responsible" bidder. Staff to present Award of Contract to PUB Construction Inc for $12,757,062 at the September 17, 2024, City Council meeting.
- Status as of September 23, 2024
  - Project was awarded on the September 17th City Council Mtg to PUB Construction in the amount of $12,757,062. Contracts are routed for signature. Soon after the contract has been approved by City Attorney, Mayor and City Clerk, it will be routed to Finance for issuance of Purchase Order.
  - Pre-construction meeting will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)
- Status as of October 30, 2024
  - Construction Contract was awarded to PUB Construction for $12M.
  - A preconstruction meeting is tentatively set for mid-November in anticipation of issuance of the Purchase Order by early November.
- Status as of December 19, 2024
  - Contracts were circulated and approved. The issuance of a purchase order is contingent upon the correction of account numbers, listed in the Public Works council agenda item.
  - Engineering staff was instructed to release the Notice to Proceed (NTP), ahead of the issuance of the Purchase Order.
  - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025

        - Pre-con meetings started
        - Demo permit received
        - Contractor mobilized and installed their site trailer
        - Fencing at site perimeter and interior was installed
        - De-grubbing commenced
        - Removal of park equipment commenced
    - Status as of February 20, 2025:
        - Continued grading throughout the site
    - **Status as of March 20, 2025:** Grading continues throughout the site. Electrical underground work is ongoing along with irrigation trenching. Coordinating with the contractor to update electrical as-builts, as the existing as-builts do not match the current site conditions.

- PW 1636: MILLS PARK DESIGN
    - Location: Mills Park
    - Description: Improve site condition of existing park with construction of new splash pad, outdoor restroom, and an outdoor full-court basketball area as well as renovations to picnic areas, installation of shade structures, marquee sign and parking lot
    - Status: AWARD CONTRACT
        - Six (6) proposals were received in April.
        - Staff reviewed and evaluated all proposals.
        - Negotiations and discussion with the potential design consultant will be finalized by the end of May.
        - Staff to award design contract tentatively scheduled for June 20th Council meeting.
        - The City Council approved award of Design Services on June 20th CC mtg to David Volz Design (DVD). Contracts have been sent to DVD for execution.
        - Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
    - Status as of October 26, 2023: Purchase order issued; Design Kick-Off Meeting conducted on October 24, 2023.
    - Status as of November 27, 2023: Conducted a Kick-Off meeting with designer to discuss details and expectations for the improvements at the park.
    - Status as of January 22, 2024: Concept plans were provided by designer. Staff had further comments on the proposed improvements to the building. Staff will be discussing the details with the designer prior to the start of construction plans.
    - Status as of March 20, 2024: Designer has provided a 4th version of the concept. This will be the concept they will use to start preparing for construction plans. There's a high probability that additional scope and cost will be requested by the designer due to the scope of work being broadened.
    - Status as of April 29, 2024: Designer started construction plans soon after approval of concept plans. 50% plan submittal is estimated to be received in early May.
    - Status as of May 23, 2024: Designer provided 60% submittal. Staff is slightly delayed with its internal design review (two weeks)
    - Status as of June 24, 2024
        - Design of building expansion is estimated to be completed by December 2024.
        - Completion of site improvements will be ahead of the building expansion.

- Staff is working with the designer to phase out construction in two stages.
- A separate scope will be provided to the architect for the expansion of the building.

- Status as of July 25, 2024
  - Concept design for façade improvements of the building were received and shared with Parks staff for review and comments.
  - Site plan improvements 100% PS&E are in its final stage and scheduled to be advertised for bids (IFB) by early August.
- Status as of August 26, 2024
  - Mills Park Project has been divided into two separate projects. Building Renovation Improvements will be assigned a different project number from Site Improvements Project No. 1636.
  - Site improvement was advertised on August 8, 2024.
  - Prebid meeting was held on August 14, 2024.
  - Several questions were submitted by interested bidders which resulted in a couple addendums. All responses and addendums were provided to the contractor at the appropriate time.
  - Bid opening is scheduled for September 4, 2024.
  - Status as of September 23, 2024
    - Bids opened and construction project is recommended to be awarded on the 10/1/24 City Council Mtg.
    - If awarded construction is estimated to start early November to have approximately 6 months of construction
  - Status as of October 30, 2024
    - Construction Contract was awarded to MBC Enterprises for the amount of $3M. Staff immediately circulated the contract for execution.
    - A preconstruction meeting will be scheduled once release of PO has been determined.
  - Status as of December 19, 2024
    - The Building Official was adamant that the designer fill and/or sign “Forms A and B”. However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
    - The city’s labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
    - Revised and finalized SWPPP and determine no LID required
    - Finalizing the grading permit requirements with designer and Bldg. & Safety
    - Purchase Order issued

- Pre-construction tentative for week of Jan 20th.

- Status as of February 20, 2025:
  - Pre-Construction meeting held on January 23,2025
  - Notice to Proceed issued effective February 17, 2025, and mobilization began February 18, 2025
  - Demolition is underway
- **Status as of March 20, 2025:**
  - Demolition to be completed by March 21,2025.
  - Survey for rough grading & rough grading be completed by end of March
  - Soils sample testing & underground utilities & trenching through March 4, 2025.

- PROJECT NO. 1795: MILLS PARK BLDG RENOVATION
  - Status as of Aug 26, 2024
    - Staff to generate a new project number for this CIP.
    - A few façade concepts were presented and discussed with Parks & Recreation. Along with the façade concepts, a few different floor plans were presented and reviewed.
    - After a few iterations of the interior floor plan and exterior facade, P&R provided approval on August 5, 2024. Designer is currently working on construction plans & specifications based on the approved concepts.
  - Status as of October 30, 2024
    - Consultant has provided 90% submittal. Staff will review for final revisions and package plans/specs for bidding.
  - Status as of December 19, 2024
    - Design consultant's previous submittal was not at 90% completion. There were several missing details. Designer is working on addressing these items as well as providing specifications to resubmit at actual 90% completion.
  - Status as of January 16, 2025
    - Progressing PS&E from 60% to 90%
    - Prepared and determined no LID required
    - Obtaining proposal for constructability review
    - Finalizing the permit requirements through designer and Bldg. & Safety
  - Status as of February 20, 2025:
    - 100% PS&E submitted by the design Consultant BOA
    - Finalize the constructability; review Task Order and, issued NTP for review
    - Constructability review currently underway
  - **Status as of March 20, 2025:**
    - Constructability review completed on March 6, 2025.
    - Constructability review forwarded to Design Engineer on March 6, 2025.
    - Design consultant anticipates resubmittal on March 31, 2025.

- PROJECT NO. 1718: JAMES ANDERSON PARK
  - Location: 19101 S. Wilmington Ave.
  - Description: Accessibility upgrades that include replacing the concrete slab in front of the existing building and new asphalt paving/markings at the accessibility parking stalls.
  - Status: CONTRACTOR PROCUREMENT

- City received five (5) bids on May 18, 2023; apparent low bidder came in at $1,688,094.25.

- Status as of November 27, 2023: Staff is waiting for fully executed contract along with issuance of purchase order to have the Kick-Off meeting with designer.
- Status as of January 22, 2024: Staff is waiting for issuance of Purchase Order prior to start of construction.
- Status as of March 20, 2024: Purchase Order was issued, and staff immediately started coordinating start of construction with contractor. A start date was tentatively set for March 25th. But due to conflicting reservations at Anderson Park, Parks & Rec personnel ordered to halt construction until after Jazz Festival (October).
- Status as of April 29, 2024: Pre-Construction meeting was held on April 3, 2024, followed with a jobsite meeting the week after.
    - Contractor placed fencing around the site week of April 29, 2024, to start mobilization of equipment and materials and be prepared for construction the following week.
- Status as of May 23, 2024:
    - Construction has started. The contractor began demolition of affected concrete walkways per plan. Estimates from the contractor have been requested for the additional scope requested by Parks & Recreation staff. Additional funds for construction may be necessary to accommodate the added scope as well as items not accounted for in the original design.
- Status as of June 24, 2024
    - Several design discrepancies are being addressed with the designer. Additionally, we are working with the city's Public Works maintenance crews to handle some of the demolition, instead of the contractor, to avoid issuing change orders and exhausting the contingency.
- Status as of July 25, 2024
    - Staff continue to work through several design discrepancies.
    - Approximately 300-ft of rails must be purchased because it was not part of the original scope for the contractor. Staff is soliciting quotes from various fabricators but are having difficulties finding interested vendors to provide a quote or fabricate the rails. Fabricators are expecting detailed drawings of the rails showing angles, turns, heights and depths. Staff is preparing detailed accurate cut sheet drawings to get accurate quotes.
    - The City's Concrete crew has been helping with several portions of the concrete work to avoid additional change orders stemming from design deficiencies.
    - The City's Irrigation crew has been helping with several irrigation adjustments to avoid additional change orders stemming from design deficiencies.
    - The Contractor has poured most of the concrete work. There are three (3) remaining locations scheduled to be poured by mid-August. Minor grading and clean up to follow.
    - Staff's attempt to find resolution to a big design discrepancy of a five (5) foot grade difference is on-going. Discussions for more grading with current contractors are in motion, which may add to the cost due to additional work.
- Status as of August 26, 2024

        - The contractor has substantially completed contract items. Only remaining item is installation of handrails. First set of handrails were delivered by the contractor on August 22, 2024, and adjustments are needed. Contractor is scheduled to come back early September for installation.
        - Another set of rails, which were not part of contractor's scope had to be ordered separately by City staff. Rail drawing details were provided to the fabricator with instructions to accelerate production time. All rails (approx. 300-lf) are expected to be completed by mid-September. Soon thereafter, city crews will install and paint the railing.
    - Status as of September 23, 2024
        - Contractor will be complete installing rails the week of September 23, which is the last items to consider their work complete
        - City crews will be installing last rail the week of September 23 and will be painted before the weekend.
        - Fence around the perimeter of the park will be removed September 27th.
    - Status as of October 30, 2024
        - Contractor has completed all the construction.
        - Contractor's request for additional compensation for increased wages was declined by CAO. Contractor has stated to file a claim.
        - Staff preparing project close-out.
    - Status as of December 19, 2024 - Complete
        - Construction has been completed.
        - Final payment has been issued.
        - Staff is preparing Notice of Completion (NOC).
    - Status as of January 16, 2025-Pending Notice of Completion
    - Status as of February 20, 2025: No update
    - **Status as of March 20, 2025:** No update

** On-going and maintenance related efforts at the Parks are also included within other categories below depending on the project management and type of work.*

Building Improvements

- PW1632: COMMUNITY CENTER COILING WALL
    - Location: Carson Community Center – 801 Carson St.
    - Description: Removal and replacement of existing coiling wall at Community Center Hall A, B, and C. Renovations shall include, at a minimum upgrade to bring the facilities up to current standards and applicable California Building Code (CBC) standards. The project also includes upgrades to the existing lighting and sound system in Hall A, B, and C.
    - Budget: $1,700,000.00
    - Status as of December 21, 2023: CONTRACTOR PROCUREMENT
        - Bids Came in at $3,450,000, evaluating bids.
        - One option is to do a reduced scope to only include the walls.
        - Going to City Council on January 9, 2024.
    - Status as of February 15, 2024: In conversation with the architect to divide the project into two.
    - Status as of March 18, 2024: New task order being sent out to divide project into two.

- Status as of April 24, 2024: No update
- Status as of May 15, 2024: BOA has submitted a proposal for the work.
- Status as of June 24, 2024: BOA has submitted plans to Building and Safety for review, BOA has received comments back from Building and Safety and is addressing.
- Status as of July 25, 2024**:** No update
- Status as of October 30, 2024: Caltec is addressing submittal comments and issued a request for Substitution, plan to be completed with Project June 2, 2025.
- Status as of December 19, 2024: Caltech is beginning to demo on December 23,2024.
- Status as of January 16, 2025: Caltech is working through abatement and scheduling issues.
- Status as of February 20, 2025: Abatement has been completed. Contractor is currently scheduled to be done by the end of July, with the most up-to-date approved schedule.
- **Status as of March 20, 2025:** No update

- PW1662: NEW AIR FILTRATION & HVAC SYSTEMS AT CITY HALL & COMMUNITY CENTER
  - Location: City Hall and Community Center
  - Description: Design-built contract to replace and/or upgrade HVAC, controls, roof at City Hall and Community Center.
  - Budget: $6,546,676.00
  - Status: COMPLETION AND CLOSEOUT
    - Contractor has submitted mechanical punch list response on 5/23.
    - Staff expects the contractor to finalize all items by August 2023.
    - Once punch list items are completed and final invoice is paid, staff will make a recommendation to City Council to accept the project as complete.
    - Status as of October 26, 2023: Commissioning and punch list are pending new proposal from ALM.
    - Status as of March 2024: Currently, both the contractor and city staff are working to finalize punch list items in an acceptable manner.
    - Status as of April 24, 2024: No update
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024**:** Waiting on the contractor to provide a schedule for the repair of one AHU motor. Commissioning initial report received on July 25, 2024.
    - Status as of August 26, 2024: No update
    - Status as of October 30, 2024: Contractor working with B&S to close out the permit.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025**:** No update
  - Status as of February 20, 2025: If the contractor closes out the permit by February 27, 2025, the project will be presented to Council for acceptance at the first meeting in March.
  - **Status as of March 20, 2025:** The contractor is still working on MCH forms and obtaining B&S approval to close the permit.

- PW1693: ELECTRIC VEHICLE CHARGING INFRASTRUCTURE (SCE CHARGE READY PROGRAM)
  - Location: 10 City Parks and Corporate Yard
  - Description: Install 126 EV Chargers in City Parks and at the Corporate Yard
  - Budget: City staff labor to Project Manage, but no capital fund costs to City
  - Current Phase: DESIGN / PLAN CHECK
  - Status as of June 22, 2023: Staff is reviewing easement documents and exhibits.

- Status as of July 19, 2023: No Update
- Status as of August 17, 2023: No Update
- Status as of September 21, 2023: Plans have been approved by Building and Safety for Veterans Park, Dominguez Park, Carriage Crest Park, and Carson Park.
- Status as of November 20, 2023: Staff has reviewed all easement documents, conveyance letters and plans received to date.
- Status as of January 3, 2024: No update
- Status as of January 22, 2024: No update
- Status as of February 15, 2024: No Update
- Status as of March 19, 2024: No Update. Staff reviewed all plans and easement documents to date.
- Status as of April 24, 2024: Staff participated in the pre-construction meeting for Veterans Park on April 23, 2024. Veterans Park construction is expected to begin on April 29, 2024, or May 6, 2024.
- Status as of May 20, 2024: No update
- Status as of August 26, 2024**:** No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:** No update

Electric Vehicle Charging Infrastructure Location	Construction Start Date	Anticipated Construction Completion Date
Veterans Park	Plan Review	TBD
Dominguez Park	Plan Review	TBD
Anderson Park	Submitted to Plan Check	TBD
Corporate Yard 1	Plan Review	TBD
Corporate Yard 2	In Design	TBD
Carriage Crest Park	Plan Review	TBD
Carson Park	Plan Review	TBD
Dolphin Park	Plan Review	TBD
Stevens Park	Plan Review	TBD
Hemmingway Park	Plan Review	TBD
Hemmingway Aquatic Center	Plan Review	TBD

- PW1720: ELEVATORS AT CITY HALL AND COMMUNITY CENTER
  - Location: City-Hall and Community Center
  - Description: Refurbish and Modernize Elevators at the Community Center and City Hall due to end-of-service life and maintainability. Elevators will be out of service during the active repair work for a duration of less than three months.
  - Status: CONSTRUCTION IN PROGRESS
    - Contracts for construction are being routed for signatures.
    - Working with vendors to meet the insurance requirements.
    - Status as of October 26, 2023: Plans were approved by Building and Safety on 7/28/23. Staff is preparing bid documents and is planning to advertise project by November 2023.

- Status as of April 24, 2024: No update
- Status as of May 20, 2024: No update
- Status as of July 25, 2024: No update
- Status as of August 26, 2024: No update
- Status as of December 19, 2024: No update
- Status as of January 16, 2025: No update
- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:** No update

- PW 1726/1727: COMMUNITY CENTER COURTYARD & EAST PARKING LOT
  - Location: Community Event Center
  - Description: Construction of Courtyard, outdoor amphitheater stage, wedding venues and installation of shade structures.
  - Status: DESIGN
    - Kick off meeting with the designer was conducted in early May to establish project schedule and verify City's goals & objectives that shall be included in the design.
    - A job walk with staff and designer (ADL) was conducted on June 6, 2023. The job walk clarified and defined the project's objectives and goals. Community Services Superintendent and Supervisor were very informative to the designer with components and features that should be considered for the improvements.
    - ADL is preparing preliminary concept plans to be reviewed by Community Services for a presentation to Council.
    - Status as of November 27, 2023: Designer has been advised to move forward with the concept design to construction documents design phase. Review of 1st plan submittals is estimated for December.
    - Status as of January 22, 2024: Staff (Maintenance Superintendents & Supervisors) reviewed and discussed comments on the 50% design submittal of the improvement plans. Comments were shared and discussed with designer for them to address and include in next submittal (90% Submittal)
    - Status as of March 20, 2024: 90% of the Plans were submitted and currently in review by Engineering, Maintenance, Building and Safety and Planning.
    - Status as of April 29, 2024:
      - Staff returned 90% back to designer. The plans were missing information and staff deemed it to be at 60% level rather than 90% completion.
      - The designer is expected to resubmit in early May.
      - Project is estimated to advertise for bidding around mid-June.
    - Status as of May 20, 2024: No update
    - Status as of July 25, 2024: Bids are due to open on July 30, 2024.
    - Status as of August 26, 2024
      - Bids opened on July 30, 2024, and the apparent lowest bidder withdrew bids a week later bid opening. The 2nd lowest bidder (PCN3) was deemed responsive and responsible bidder with an amount of $9,989,558.
      - The award of construction contract is scheduled for September 17, 2024, City Council Meeting.
  - Status as of September 23, 2024

- Project was awarded on the September 17th City Council Mtg to PCN3 Construction in the amount of $9,989,558. Contracts are routed for signature. Soon after the contract has been approved by City Atty, Mayor and City Clerk, it'll be routed to finance for issuance of Purchase Order.
- Pre-construction mtg will be scheduled soon after PO is issued and followed by start of construction (Notice to Proceed)

- Status as of October 30, 2024
  - The Pre-construction mtg was conducted and contractor was issued a NTP effective Oct 28, 2024.
  - Contractor started to place fence around the perimeter of the work zone and have moved in the work trailer at the southerly end of the community center.
  - Project team have been reviewing various submittals provided by the contractor.
  - Application for WDID have been submitted to the State's website waiting for issuance.
- Status as of December 19, 2024
  - The Building Official was adamant that the designer fill and/or sign "Forms A and B". However, the designers disagreed was it was their responsibility to execute. There were several meetings and discussions over several weeks with all parties involved (contractor, construction managers, designers, and the Building Official). Eventually the Building Official was presented an alternate form that satisfied the requirement. Getting this item cleared is one of the items needed for Building and Safety to issue Grading Permits. Other required items have been presented to Building and Safety for their review and approval.
  - The city's labor compliance firm is initiating and coordinating various labor union requirements with the project contractor.
- Status as of January 16, 2025
  - Demolishing and hauling away construction waste
  - Finalizing the bypass system for the existing irrigation network
  - Over-excavation and rough grading-small and large courtyards
  - Rough grading and surveyor verifying rough grading- small and large courtyards
  - Marking and digging trench for UG utilities- small and large courtyards
  - Laying fabric & placing ¾" gravel- East Parking lot
  - Forming and pouring zero curb- East Parking lot
  - Installing new conduit for electrical wiring to the existing light pole- East Parking lot
- Status as of February 20, 2025:
  - East Parking Lot installation of fabric and 3/8" aggregate as well as forming and pouring of the light pole footing, and forming rebar and pouring concrete for bollard poles, and installing pavers
  - Large courtyard venue and stage excavation for underground storm pipe installation, surveying to stake the walls.
  - Small Courtyard Venue excavation for underground storm pipe installation underway.
- **Status as of March 20, 2025:**
  - East Parking Lot pavers are installed, and compaction is underway. Asphalt patching & striping to be completed by end of March

  - Small courtyard storm drains piping installation & underground electrical conduits to be completed by end of March and start of wall footing in first week of April
  - Large courtyard and venue storm drains piping installation & retaining wall footings to be completed by end of March, underground electrical conduits and shade poles footing to get underway in April
  -

- PROJECT 1730: MSRC – 3 EV Charging Stations at Community Center
  - Location: City of Carson Community Center Parking Lot Adjacent to Accessible Parking Stalls
  - Description: Installation of three (3) EV level 2 charging stations
  - Status: PLAN CHECK
    - Preliminary design plans were completed on May 5, 2023. Plans were submitted to Building and Safety for review and approval on May 18, 2023.
  - Status as of June 22, 2023: No Update
  - Status of July 19, 2023: Plans are being reviewed by building and safety for accessibility requirements. An electrical permit is not needed.
  - Status as of September 21, 2023: Plans were approved by Building and Safety on 7/28/2023. Staff is working on technical provisions and other related bid documents to release bid packet.
  - Status as of November 20, 2023: Staff will present Staff Report 2023-0883 at the December 5, 2023, City Council Meeting to award a construction contract to Alfaro Communications Construction, Inc. Estimated construction start date is March 2024.
  - Status as of January 3, 2024: Staff report 2023-0883, to award a construction contract to Alfaro, is proposed for the January 9, 2024, City Council Meeting.
  - Status as of January 22,2024: Staff is working on contract execution.
  - Status as of February 15, 2024: Contractor is working on revising their certificate of insurance to conform to the project requirements. Contract has not been executed.
  - Estimated construction start date is March 2024.
  - Status as of March 19, 2024: Staff is reviewing submittals. Estimated construction start date is April 2024.
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: Estimated construction start date is June 2024. The staff is working with the design consultant on re-submitting addendum plans to the Building and Safety department.
  - Status as of June 20, 2024: Preconstruction meeting held on June 20,2024. Estimated start is in July 2024. Estimated completion is in August 2024.
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: Charging stations have been powered up. First row of parking will need to be resurfaced to comply with ADA requirements of a max 2% slope at all accessible parking stalls. Staff is working with the contractor to activate charging stations and complete the site validation process. Pending work includes asphalt pavement resurfacing, striping, signs, handrails, charging station activation and stie validation, and electrical and ADA inspection from Building and Safety.
  - Status as of October 30,2024: Contractor will finalize the parking striping on 10/31/2024. Estimated completion date is November 2024.
  - Status as of December 19, 2024: No update

- Status as of January 16, 2025: No update
- Status as of February 20, 2025: Staff will be presenting a staff report at the March 4, 2025, City Council Meeting to approve Amendment No.1 and close out the project.
- **Status as of March 20, 2025:** Staff report for Amendment No.1 was rescheduled to the April 1, 2025, City Council Meeting. Project is complete and pending amendment approval to release final payment application and retention. Charging stations were commissioned on December 19, 2024, and have been providing charging services to city staff and the public.

- PROJECT: UNDERGROUND STORAGE TANK PROJECT
  - Location: City Hall
  - Description: Repairing the underground fuel storage tank due to secondary pipe being cracked. The backup generator remains operational and main fuel pipe remains in good working condition.
  - Status: CONSTRUCTION IN PROGRESS
    - New fuel has been installed in the fuel tank, the fuel pump on the day tank needs to be repaired before Cummings can finalize the repairs.
  - Status as of April 24, 2024: No update. Estimated construction start date is June 2024.
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: No update
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Construction is substantially complete. Building and Safety inspected project on January 16, 2025. Contractor to finalize punch list items by end of January 2025. Staff will present contract Amendment No. 1 to City Council in February 2025 which includes a request for additional funding for work that was not part of the original bid documents.
  - Status as of February 20, 2025: No update
  - **Status as of March 20, 2025**: No update

- PW1786: CITY HALL RESTROOM AND KITCHENETTE UPGRADES
  - Status as of May 20,2024: Material palette for all restrooms and City Council break room was selected on 5/14/2024. Estimated accelerated project schedule is as follows:
    - 100% Construction Drawings — June 2024
    - Submit to Building and Safety for Plan Check — June 2024
    - Advertise — July 2024
    - Award Construction Contract — August 2024
    - Execute Contract and Issue Purchase Order — August 2024
    - Preconstruction and Material Order — August 2024
    - Relocate Staff — August 2024
    - Start Construction (2nd Floor and Council Area) — September 2024
  - Status as of June 20,2024: Plans were submitted to Building and Safety on June 12,2024. Restroom floor plans for the North, East, and South wing need to be revised to accommodate door clearance requirements.
  - Status as of July 25, 2024: No update

- Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0708 at the September 17, 2024, City Council Meeting to award a construction contract to Caltec Corporation. Estimate construction start date is October 2024.
- Status as of October 30,2024: Contractor started construction on 10/30/2024. Estimated completion date is March 2025.
- Status as of December 19, 2024**:** No update
- Status as of January 16, 2025**:** Ongoing construction in second floor lobby restrooms with estimated completion of March 2025. Estimated construction start date on first floor North and East wing restrooms is end of March 2025. Staff is preparing contract Amendment No. 1 to request additional funding for unforeseen conditions. Unforeseen conditions include mold remediation, asbestos abatement and air quality inspections, design modifications, improvements to existing electrical, plumbing, and framing.
- Status as of February 20, 2025: Second floor lobby restrooms estimated to be complete at end of February 2025. Construction to begin at the first floor North and East wing restrooms the first week of March 2025.
- **Status as of March 20, 2025:** Project is currently on hold until staff is given clarification on which proposed design revisions will be approved by city management. Changing the completed toilet partitions in the second-floor lobby restrooms will include a 6-to-8-week lead time on material only, does not include installation. Re-designing the council single person restroom, break room, and first-floor restrooms will cause further delay to the project. Staff cannot provide an updated schedule for proposed design revisions until the re-design is complete and the new finish material is selected.

- PW1787: CITY HALL 2ND FLOOR CARPET UPGRADES
- Status as of May 20,2024: Staff is proposing to advertise project in August,2024. Construction will start after Project No. 1786; second floor scope of work has been completed.
  - Status as of June 20,2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: Staff will present Staff Report with File ID #2024-0746 at the September 17, 2024, City Council Meeting to award a construction contract to Rod-West Floor Covering LLC. Estimated construction start date is October 2024.
  - Status as of October 30,2024: Contractor to start resurfacing the concrete bands in November 2024 and the carpet replacement in December 2024.
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: Ongoing construction. Carpet installation at the first-floor lobby to be completed after the concrete band has been resurfaced. Selection of color and finish of concrete band is pending. Estimated project completion date is February 2025.
  - Status as of February 20, 2025: Remaining carpet and punch list items to be completed in March 2025.
  - **Status as of March 20, 2025:** Staff is working on punch list items with contractor. Carpet adjacent to display case will be complete by end of March 2025.

OPERATIONS AND MAINTENANCE DIVISION

The Operations and Maintenance (O&M) Division is the second half of Public Works' Operations at the Corporate Yard. This Division is responsible for maintaining infrastructure within the public right-of-way (ROW) to ensure public safety. Additionally, the O&M Division is responsible for environmental and hazardous waste clean-up, signage, pavement markings, striping, streets – asphalt & concrete, sidewalk

sweeping, materials abatement, and construction. O&M also works with solid waste management including demolition and waste diversion, used oil collection, solid and organic waste, and streetlight maintenance/signal light malfunctions, electronic & beverage container recycling management. The assets of the Division include warehouse inventory, fleet vehicles, and heavy equipment. O&M also provides landscaping by tree trimming, ROW maintenance, median maintenance, and parkway trees. These services enable the safe use of public spaces, enhance the cleanliness of the city, and provide greenery to increase the beautification of the public ROW.

PROJECT: CONCRETE SIDEWALK GRINDING

This is an ongoing maintenance operation throughout the year for safe pedestrian travel.

- Location: Citywide
- Description: The project involves grinding sidewalks and pathways identified as requiring grinding due to uplifting or posing a hazard to pedestrians.
- In-house staff will be grinding sidewalk lifts per maintenance zones 1-7 as needed to eliminate sidewalk hazards immediately.

PROJECT: ANNUAL CITYWIDE PAVEMENT MAINTENANCE

- Status Update as of July 18, 2024
  - IFB has been re-advertised and opened bids to achieve efficiencies, as this type of paving simultaneously in all districts was the first of its kind.
- Status as of August 12, 2024: All American Asphalt was the lowest, responsible bidder in all districts 1,2,3 and 4.
- Status as of October 1, 2024
  - Four paving phases have been completed.
- Status as of October 15, 2024
  - Award of contract (consideration) Goes to City Council to All American Asphalt anticipated for 11/6/24 City Council Meeting.
- Status as of December 19, 2024
  - Consideration of Award of Contract to All American Asphalt going to City Council on January 7, 2025. Phase five anticipated to start Mid-February 2025, weather permitting.
- Status as of January 16, 2025
  - Award of contract (consideration) pending City Council approval.
  - Phase five (5) anticipated to start March/April 2025, contingent upon contract award by City Council.
- Status as of February 20, 2025:
  - Contract awarded to All American Asphalt; Phase Five anticipated to start mid to late April.
- **Status as of March 20, 2025:** Citywide paving is scheduled to start mid to late April.

- PROJECT: ANNUAL CITYWIDE CONCRETE MAINTENANCE
  - Status as of May 20, 2024: Contractor assigned a list of (backlog) priority locations to complete throughout the city.
  - Status as of June 20, 2024: Contractor is working through the backlog priority locations.
  - Status as of July 25, 2024: Preparing list of backlog locations in Districts Three (3) and Four (4) for contractor to be assigned on August 1, 2024.
  - Status as of August 26, 2024: Contractor completed previous list of locations on July 30, 2024. A new list of locations for CJ Concrete is being compiled to be sent on August 29, 2024; work is anticipated to start within two weeks from that date.
  - Status update as of Oct 10, 2024: List of locations completed in districts 1,2,3 and 4.

- A list of new locations in districts 1, 2, 3 and 4 of (backlog) service request/work orders will be assigned to CJ Concrete anticipated for Mid-November 2024.
- Status as of December 19, 2024: Backlog locations in Districts One (1) and Three (3) have been completed. Contractor to be assigned to Districts Two (2) and Four (4) in January 2025. A new list of locations in all four Council Districts will be provided to the contractor per the contract budget up to June 2025. The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests for any sidewalk hazards will be addressed immediately.
- Status as of January 16, 2025: Contractor completed the backlog locations in Districts 2 and 4. A new list of locations in all four of the districts will be provided to CJ Concrete per contract budget up to June 2025.
- Status as of February 20, 2025: CJ Concrete completed list of locations provided to them in Districts 1 and 2 during this period.
- **Status as of March 20, 2025:** No update

- ENVIRONMENTAL SERVICES-ONGOING
  - Perform weekly patrol to identify and coordinate removal of illegal dumping, hazardous waste, and proper removal for bulky items.
  - Monitoring construction & demolition projects for residents & businesses
  - Monitoring of median maintenance contractor citywide; provide maintenance directions as needed.
  - Monitoring of abatement contractor and assign weed, debris, graffiti, and trash abatement citywide.
  - Monitoring of street sweeping contractor.
  - Perform Inspections & enforcement for SB 1383 – Organic Recycling, Edible Food Recovery, Food Recovery Organizations and Food Recovery Services
  - Interface with LA County Hazardous Waste Team to identify Haz. Mat. Items in the Right of Way
  - Process Construction & Demolition forms through interaction with business owners & residents

- MAINTENANCE: CONCRETE & ASPHALT
  - Location: Citywide
  - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and performing preventative maintenance to ensure safe and cost-effective operations
  - Status as of April 24, 2024:
    - Aggregate base and pavement maintenance are being performed on Lomita Boulevard.
    - In preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of May 20, 2024
    - Pavement maintenance being performed on Lomita Boulevard
    - Preparation of the upcoming scheduled slurry seal projects, in June, the team is doing asphalt patching and crack sealing in the designated locations.
  - Status as of July 25, 2024
    - The team has completed the slurry sealing projects along with asphalt patching and crack sealing in designated locations. Special concrete projects have been undertaken by our team at Anderson and Carson Parks.
  - Status as of Sept. 30, 2024

        - Pavement maintenance is being performed on Lomita Boulevard, ongoing maintenance and monitoring until CIP project takes place in 2025.
        - Preparation of the upcoming scheduled slurry seal projects, the team is doing asphalt patching and crack sealing in the designated locations. Update: All slurry seal preparation tasks were completed mid–July 2024.
        - Our team continues to work on special concrete projects still in progress at Anderson Park – assignments completed October 10, 2024.
    - Status as of December 19, 2024
        - The contractor will use a two-to-three-week rotation for the seven maintenance zones. Service requests to address large potholes, deteriorated surface areas and/or sinkholes due to sub-grade/base failures will be addressed immediately.
        - Temporary asphalt ramping will be used to eliminate sidewalk deviations for safe pedestrian travel until permanent concrete repairs can take place.
    - Status as of January 16, 2025
        - Ongoing asphalt & concrete pavement maintenance and repair tasks by maintenance zones 1-7 on a 2 to 3 weeks rotation per maintenance zone. Also, immediate repair by service requests to eliminate known large potholes that pose hazards, deteriorated surface areas and/or sinkholes due to sub-grade/base failure or from undergrade structure failures.
        - Temporary asphalt ramping to eliminate sidewalk deviations immediately for safe pedestrian travel until permanent concrete repairs can to place.
        - Vegetation and debris abatement/illegal dumping removal citywide.
    - Status as of February 20, 2025:
        - On-going maintenance, repair/replacement of asphalt pavement sections maintenance zones 1-7
        - Sidewalk inspection per maintenance zones 1-7 grinding, ramping for safe pedestrian travel and/or replacement
        - On-going temporary repairs on Lomita Blvd. until CIP project takes place
        - Respond and address service requests city-wide for pavement, sidewalks/curb & gutter, illegal dumping and overgrown vegetation by priority.
    - **Status as of March 20, 2025:**
        - Asphalt crew is currently working on paving Del Amo eastbound from Main Street to Kay Calas bridge.
        - Concrete is finishing up concrete maintenance on Broadacres.

- <u>MAINTENANCE: SIGNING & STRIPING AND GRAFFITI ABATEMENT</u>
    - Location: Citywide
    - Description: Monthly summary of work performed by City maintenance crews who regularly inspect the City's infrastructure and perform preventative maintenance to ensure safe and cost-effective operations.
    - Status as of October 2024:
        - Traffic sign asset management underway (over 5,000 traffic signs) on the main arterial streets throughout the city. Replacements, upgrades per CA-MUTCD and repairs.
    - Status as of May 20, 2024:
        - Curb painting maintenance citywide.
        - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
        - ONGOING-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that

have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
        - Prepare for annual (in-house) citywide restriping to start by Mid-Nov. to early Dec. 2024 weather permitting.
    - Status as of July 25, 2024
        - Layout and re-striping of newly slurry sealed streets city-wide.
    - Status as of August 26, 2024
        - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
        - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing signage.
    - Status as of December 19, 2024
        - Layout and re-striping of newly slurry sealed streets city-wide.
        - Ongoing:
            - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
            - Fabricate and install new traffic signs per work orders from the Engineering Division and public service requests.
    - Status as January 16, 2025:
        - Curb painting maintenance citywide.
        - Fabricate and install new traffic signs per approved engineered traffic plans at various locations.
            - **ONGOING**-Sign Shop-Fabricate traffic signs per California-Manual on Uniform Traffic Control Devices (CA-MUTCD) to replace deteriorated or obsolete signs that have surpassed their life expectancy and no longer have the proper reflectivity per MUTCD standards.
            - Annual (in-house) citywide restriping will start after winter months winter months.
    - Status as of January 16, 2025:
        - Layout and re-striping of newly slurry sealed streets city-wide, weather permitting.
            - **ONGOING**
            - Traffic signs & pavement marking maintenance citywide per maintenance zones one (1) through seven (7).
    - Status as of February 20, 2025: Ongoing
        - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
        - Graffiti Abatement citywide
        - Restore/maintenance pavement markings per maintenance zones 1-7
    - **Status as of March 20, 2025:**
        - Fabricate and install new traffic signs per work orders from city engineering division and service requests from the public regarding damaged and missing
        - Graffiti Abatement citywide
        - Restore/maintenance pavement markings per maintenance zones 1-7

- <u>TREE MAINTENANCE: TRIMMING CITYWIDE</u>
    - City contract for tree maintenance is scheduled to expire in the Fall of 2024. Staff is gathering information to create an RFP.
    - In-house tree crew working on (backlog) work order/service requests in all maintenance zones (1 – 7).
    - In-house tree crew maintaining newly planted trees according to tree watering route.

- West Coast Arborist (city contractor) is currently working on the maintenance tree route.
- Status as of late July 2024: Special tree planting projects started at Carson Park
- Status as of August 26, 2024: Special tree planting was completed as scheduled.
- Status as of December 19, 2024: West Coast Arborist (city contractor) is currently working on the maintenance tree routes.
- Status as of February 20, 2025:
  - Tree pruning by city contractor in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or need to be replaced
  - Respond and address tree service requests city-wide
- **Status as of March 20, 2025:**
  - Tree pruning by city contractor in tree maintenance zones
  - In-house tree crew performing maintenance per maintenance zones 1-7
  - City crew planting new trees in locations where trees have been removed or have died
  - Respond and address tree service requests city-wide

FLEET AND FACILITIES MAINTENANCE DIVISION

The Fleet & Facilities Maintenance Division is the second half of Public Works' operations at the Corporate Yard. It is responsible for the maintenance and repair of the municipal and park facilities in addition to the City's fleet vehicles and heavy equipment. These services enhance the cleanliness of the city, enable the safe use of public spaces, and provide greenery to increase the beautification of the city.

- PW1640: PARK PLAYGROUND RUBBERIZED SURFACE REPLACEMENT
  - Location: All Parks that have rubberized play surfaces. Dolphin Park excluded.
  - Description: Replace the damaged and worn - out rubberized play surface at all parks
  - Status: ON HOLD
    - City staff have used all available material and are preparing a Purchase Order for additional materials to continue repair work.
  - Status as of July 25, 2024: ON GOING
  - Status as of August 26, 2024: ON GOING
    - City staff continues to patch deteriorated areas at playgrounds city wide.
  - **Status as of March 20, 2025:**
    - **PROJECT ONGOING**
      - City staff continues to patch deteriorated areas at playgrounds city wide.

- PW1712: PARK HVAC SYSTEMS
  - Location: All Parks
  - Description: Assess and replace over 50 HVAC units that are past their useful and serviceable life at all 12 park facilities. Design and install brand new HVAC at Veterans Park and Gym.
  - Status: Anderson Park, Dolphin Park Office, Foisia Park Office have been completed.
  - Current Phase: **PROJECT ONGOING**
  - Status as of February 21, 2024: No update
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024: New package units have been procured.

- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:**
  - **PROJECT ONGOING**
    - 3 New Package Units installed at Hemingway Park.

- PW1416: CALAS & FOISIA PARK RE-ROOFING
  - Location: Calas & Foisia Park
  - Description: Repair the roof at both snack bar and main office due to leaking roof.
  - Current Phase: Construction at Calas Park is Complete; Pre-procurement for Foisia Park
  - Status as of October 26, 2023: PROJECT COMPLETE
  - PREPARING FORMAL PROJECT CLOSEOUT
  - Status as of February 21, 2024: PROJECT CLOSEOUT
  - Status as of April 24, 2024: No update
  - Status as of May 20, 2024: No update
  - Status as of July 25, 2024: No update
  - Status as of August 26, 2024**:** No update
  - Status as of January 16, 2025: Preparing scopes and specs for IFB in preparation for re-roof at Foisia Park.
  - Status as of February 20, 2025: Ongoing
  - **Status as of March 20, 2025:**
    - Finalizing scope of work and preparation for IFB

- PROJECT: SECURITY WALKING LIGHTS
  - Location: Various parks and facilities Citywide
  - Description: Repair of the damaged light poles at various parks
  - Status: COORDINATING
    - Coordinating with Community Services staff to determine desired lighting style.
    - Status as of April 24, 2024: No update
    - Status as of July 25, 2024: No update
    - Status as of August 26, 2024: No update
    - Status as of January 16, 2025: Procured light poles for Perry Park
    - Status as of February 20, 2025: All existing light poles at Perry Park have been replaced.
    - **Status as of March 20, 2025:**
      - Ongoing installation of new lighting fixtures at Dominguez Park

- PROJECT 1630: ELECTRICAL PANEL UPGRADE
  - Location: Anderson Park
  - Description: Install new electrical panel and switch gear
  - Status as of September 21, 2023: Staff soliciting proposals.
  - Status as of February 21, 2024: Three proposals received.
  - Status as of March 18, 2024: Going to City Council Meeting on May 7, 2024, to award contract.
  - Status as of April 24, 2024: City Attorney's Office is drafting contract.
  - Status as of May 20, 2024: Currently being advertised in four trade journals per City Attorney's direction.
  - Status as of June 20, 2024: No update
  - Status as of July 25, 2024**:** No update
  - Status as of August 26, 2024: In procurement
  - Status as of January 16, 2025: No update
  - Status as of February 20, 2025: No update
  - **Status as of March 20, 2025:** Electrical switchgear and fabrication at Anderson Park

- COUNCIL DAIS ELECTRICAL OUTLET INSTALL
  - Location: City Hall Council Chambers
  - Description: Install new pop-up electrical/charger outlets at (12) locations on dais
  - Status as of February 19th, 2025: Two (2) Complete
  - Status as of February 20, 2025: Ongoing
  - **Status as of March 20, 2025:** 100% Complete

- SAFETY NETTING INSTALLATION
  - Location: City Hall
  - Description: Install safety Netting to prevent injury from obsolete/damage ceiling tiles. Approximately 20K Sq. Ft.
  - Status as of February 8, 2025: 16K Sq. Ft. Completed
  - Status as of February 20, 2025: Ongoing
  - **Status as of March 20, 2025:** Ongoing – 80% Complete

- ATRIUM LIGHTING RETROFIT/INSTALLATION
  - Location: Community Center Atrium
  - Description: Removal of 32 existing light fixtures and replacement with controllable, LED lighting fixtures.
  - Three (3) Replaced; 29 Remaining
  - Status as of February 20, 2025: Ongoing
  - **Status as of March 20, 2025:** 100% Complete

- CITYWIDE FILTER REPLACEMMENT
  - Location: All Civic Center, Corporate Yard and Park Facilities
  - Description: Purchase and replace all HVAC related filters due to the smoke from fires in the LA area.
  - Status as of February 20, 2025: Ongoing
  - **Status as of March 20, 2025:** Ongoing

- COMMUNITY CENTER ELEVATOR WIRE REPLACEMENT
  - Location: Community Center
  - Description: Contractor to remove and install three (3) feeder wires to restore power to the Community Center elevator.
  - Status as of February 20, 2025: Completed
  - **Status as of March 20, 2025:** No update

- COMMUNITY CENTER REYKEY
  - Community Center:
  - Description: Remove and install new locksets, cores and keyways in all doors throughout the Community Center.
  - Status as of February 20, 2025: Ongoing
  - **Status as of March 20, 2025:** 50% Complete – Additional materials in procurement

- DEL AMO PARK, BLOCK WALL REPAIR
  - Location: Del Amo Park
  - Description; Repair block wall along western property line
  - Status as of August 26, 2024: In procurement
  - Status as of December 19, 2024: No update
  - Status as of January 16, 2025: In construction

- Status as of February 20, 2025: No update
- **Status as of March 20, 2025:** 100% Complete

- DOMINGUEZ PARK, ATHLETIC FIELD LIGHTING
  - Location: Dominguez Park
  - Description: Field lighting required due to copper wire theft.
  - **Status as of March 20, 2025:**
    - 90% Complete

- ALL CITY PARKS, INSTALLATION OF BACKSTOPS
  - Location: All City Parks
  - Description: Installation of backstops in the baseball diamonds to prepare for baseball season.
  - **Status as of March 20, 2025:**
    - 100% Complete

ITS CAPITAL PROJECTS
March 2025

1. WIFI IN PARKS

Description: WiFi Internet access at all City facilities to increase public safety, education, programs, and events.
Contract: Datagear
Term: 3 year maintenance
Budget: $420,272 ($350,000 **[ARPA]** + 70,272)
Current Spend: $286,373.60 (68.14%)
Project Start: May 15, 2023
Project Complete: March 18, 2024
Status: **COMPLETED**
Notice of termination issued to vendor on December 4, 2023.
Replacement vendor completed remaining (5) parks on March 18, 2024.

- ~~Mills Park 100%~~
- ~~Carson Park 100%~~
- ~~Veterans Park 100%~~
- ~~Foisia Park 100%~~
- ~~Stevenson Park 100%~~
- ~~Anderson Park 100%~~
- ~~Dominguez Park 100%~~
- ~~Del Amo Park 100%~~
- ~~Calas Park 100%~~
- ~~Hemingway Park 100%~~
- ~~Dolphin Park 100%~~
- ~~Carriage Crest Park 100%~~

2. TYLER UPGRADE / ENERGOV IMPLEMENTATION

Description: Upgrade **Tyler Munis** to latest version, enable Cloud access, and add inventory module. Implement new planning, permitting, licensing, asset management, and citizen request software platform **Energov**.
Contract: Tyler Munis/Integrated Technology Partners
Term: 6 years
Budget: 1.3M **[ARPA]**
Current Spend: $921,965 incurred to date (71%)
Project Start: September 30, 2022
ETA: June 30, 2025
Status: **ON SCHEDULE**

- Employee Access Module Complete, In Production
- EP&L Planning Module Setup Complete, In Production
- EP&L Permitting Module Setup Complete, In Production
- Open Finance (Socrata) Module Setup Complete, In Production
- 311 Civic Access Module Setup Complete, In Production
- EP&L Business License Module Setup In Production

- Enterprise Asset Management (EAM) Module, Project Initiation Phase

Next Step:

- Review of Asset Inventory with Stakeholders
- Enterprise Asset Management Configuration Training

3. NETWORK SERVICES RELOCATION

Description: Ensure rapid recovery, accessibility, and increased security for all business-critical application services by relocating to a more equipped offsite location.
Contract: TBD
Term: 5 Years
Budget: TBD
Current Spend: $0
Project Start: December 1, 2023
ETA: June 30, 2025
Status: **ON SCHEDULE**

- RFP issued 12/1/23.
- Sole bid rejected 1/23/24.
- Data Center Colocation award to vendor 4/2/24.
- Contract Executed
- Phase 1 Relocation completed 8/19/24.
- Phase 2 Relocation scheduled for 6/30/25.

4. CITY HALL COUNCIL CHAMBERS AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Council Chambers broadcast equipment.
Contract: In Progress
Term: 5 Years
Budget: City Hall Council Chambers A/V: $542,444.57 (PEG: $398,707 General Fund: $143,737.57)
Current Spend: $0
Project Start: December 1, 2023
ETA: February 28, 2025
Status: **COMPLETED**

- RFP issued 12/1/23.
- Notice of Intent to Award 1/23/24.
- Contract Executed 5/1/24.
- Purchase Order
- Audiovisual Hardware Installation Complete
- Agenda Management/AV Control Software Implementation Complete
- Agenda Management/AV Control Software Staff Training Complete

- Systems Testing Complete
- Punch List Item Completed
- Project Completed 2/18/25

5. CARSON EVENT CENTER AUDIO/VIDEO IMPROVEMENT

Description: Upgrade Carson Event Center Audiovisual broadcast equipment.
Contract: In Planning/Budgeting
Term: 5 Years
Budget: Carson Event Center A/V: TBD
Current Spend: $0
Project Start: July 1, 2024
ETA: December 31, 2025
Status: **ON SCHEDULE**

- Project Planning Meetings with ITS, Public Works, and Community Services staff on mitigation of scheduled event impact

Public Safety/Emergency Services Projects

Project Name	**Comprehensive Camera Coverage: City Facilities and Parks**
Service Provider	Johnson Controls
Summary	The Public Safety department is spearheading an initiative to implement video surveillance camera systems across all City and Park facilities. This proactive measure aims to discourage criminal activities and capture video evidence of any unlawful incidents. The objective is to enhance safety by reducing criminal incidents, creating a secure environment for both residents and park users.
Update	Phase 3 of our citywide security enhancement project is nearing completion, and we're excited to share updates on our continued efforts to improve safety across City of Carson facilities and recreational areas. As part of this initiative, access control systems are being expanded to include City Hall and Corporate Yard office suites—ensuring secure, controlled access for both staff and visitors. Video surveillance and access control systems have already been successfully implemented at several parks, and the current phase focuses on expanding these efforts even further. Phase 3 includes the installation of additional pole cameras to extend surveillance coverage across more parks and seamlessly integrate these upgrades into the city's existing security infrastructure. The team is actively evaluating system performance, identifying optimal camera placements, and incorporating advanced technology to strengthen monitoring capabilities. These enhancements are designed to create a safer environment for the entire community by reinforcing security measures at key city locations.

Project Name	**Citywide Fire Alarm Repairs and Enhancements**
Service Provider	West Coast Fire & Integration
Summary	July 5, 2022, Council approved the West Coast Fire & Integration contract for maintenance and monitoring services for all city fire systems from July 1, 2022, to June 30, 2027. Enhancing fire detection and safety for all facility users.
Update	During the ongoing renovations to both the basement and second floor, our vendor has been an invaluable partner, ensuring that all Fire Life Safety (FLS) protocols are strictly adhered to while also assisting in updating any components that require enhancements. Their proactive collaboration with city personnel has been instrumental in identifying and addressing necessary improvements, ensuring that safety remains a top priority throughout the renovation process. Additionally, the city staff is actively working to enhance fire systems across all municipal facilities to align with the highest safety standards.

Project Name	**Public Safety/Emergency Services Community Initiatives**
Service Provider	Public Safety/Emergency Services Department
Summary	Public Safety and Emergency Services Community Initiatives encompass a range of proactive efforts aimed at fostering safer and more resilient community. These initiatives typically involve engagement with the public, educational programs, and collaborative

	events. They focus on building positive relationships between law enforcement, emergency services personnel, and the community, ultimately enhancing preparedness and trust. Examples include public education on safety measures, community outreach events, and meetings to empower local leaders. Such initiatives are pivotal in strengthening the overall safety and well-being of a community.
Update	Public Safety and LASD, in collaboration with Latoya Butler, have launched the Business Watch program for businesses in Carson. This initiative empowers local businesses with essential resources, expert insights, and personalized support to enhance security and prevent crime, fostering a safer community. We are launching an educational campaign for AB 413, which prohibits vehicles from parking within 20 feet of any intersection to enhance pedestrian safety. Parking Control Officers are actively distributing informational flyers to vehicles in violation as part of our outreach efforts. Beginning April 1st, in partnership with LASD Sheriffs, we will start issuing citations for non-compliance. Code Enforcement Officers are currently conducting National Pollutant Discharge Elimination System (NPDES) inspections across the business community. These inspections, which apply to businesses that meet permit criteria, began recently and will continue through December 2025. Additionally, we're excited to welcome a new Public Safety Engagement Officer on April 1st, completing our team of four! Emergency Services and Public Safety have been actively engaging with the community in various initiatives. Recent initiatives have included public education on safety measures, community outreach events, and empowering local leaders through informational meetings. These efforts aim to equip residents with the knowledge and resources they need to stay safe, prepare for emergencies, and contribute to a more connected and secure community. If you're interested in bringing a training to your area, please reach out to publicsafetydepartment@carsonca.gov.

Project Name	**Enhancing Traffic Safety: Analysis of Accident Reduction and LPR Camera Deployment**
Service Provider	Motorola Solutions
Summary	The consultant will supply the city with the most up-to-date version of the L-Series Rapidly Deployable Solar Powered Camera. This camera system, known as an Automatic License Plate Recognition (LPR) camera, will assist the City, in collaboration with the Los Angeles County Sheriff's Department, in capturing essential investigative information and enhancing the safety of its residents. These cameras will be strategically positioned in specific locations throughout the city, including public rights of way and entrances to city facilities. The LPR system will collect comprehensive vehicle data, including make, model, color, and speed, both during daytime and nighttime conditions. The City's Public Safety department is working in partnership with LASD and Public Works to decrease traffic accidents within

	the city. Staff members have created data maps, and the Traffic Engineering Division will assess these maps to identify any recurring patterns and make infrastructure adjustments as necessary.
Update	ALPR trailers are currently positioned in high-traffic areas throughout the city. We've observed an increase in illegal dumping and truck parking on Intermodal Way. To address this, we're using the trailers' messaging features to deter trucks and prevent illegal dumping. Additionally, the cameras enhance community safety in these areas. There is a dedicated effort to ensure the safety of children during school drop-off and pick-up times. This is achieved by providing daily school parking enforcement at schools throughout Carson. Two officers are assigned each day to offer both education and enforcement at the schools.

Project Name	**Upgrading Radio Systems Project**
Service Provider	Mission Critical Information Systems
Summary	In 2021, the City Council granted approval for the 'Radio Upgrade Project,' which allocated funds for the procurement of radios, radio equipment, batteries, and chargers necessary for transitioning the City from its UHF radio system to the Los Angeles Regional Interoperability Communication System (LA-RICS). Subsequently, the City Council sanctioned a contract with Mission Critical Information Systems to oversee the installation and programming, thus marking the successful completion of Phase 2 of the project. In September 2022, the City of Carson formalized a Hold Harmless Agreement with LA-RICS, granting the city the privilege of utilizing the platform.
Update	We're pleased to share that all radio installations have been successfully completed across multiple departments, significantly enhancing communication capabilities citywide. The distribution of Motorola APX4500 mobile radios is complete, supporting improved coordination and reliability throughout city operations. Radios continue to undergo flashing and maintenance as needed to ensure peak performance. The final phase of the project involves completing mobile radio installations for the new Public Works fleet, following the successful rollout for the Public Safety fleet.

Project Name	**Hazard Mitigation Plan Update**
Service Provider	Witt O' Brien's
Summary	FEMA mandates a Hazard Mitigation Plan (HMP) update every five years for all jurisdictions. The city's second update, however, is currently overdue. This plan serves to identify potential natural and human-induced hazards that the city may face vulnerability to and outlines strategies for mitigating or reducing risks associated with such incidents and events.
Update	We're excited to share that the City of Carson's Hazard Mitigation Plan (HMP) has been officially approved by FEMA—marking a major milestone in our resilience planning efforts. The final step in the process is for City Council to formally adopt

	the plan. Once adopted, the new HMP will be integrated into the City's General Plan, aligning our hazard mitigation strategies with broader city planning goals. Thank you to everyone involved in bringing this plan to completion. We look forward to implementing these strategies to enhance community safety and preparedness.

Project Name	**Basement/Emergency Operations Center (EOC) Upgrade Project**
Service Provider	Westberg + White, GM Interiors, Johnson Controls
Summary	The project is currently in its planning phase. Initially, the project scope only covered the upgrade of the Emergency Operations Center (EOC). However, during the planning phase, it became evident that the Public Safety, Information Technology, and Emergency Services sectors could also derive substantial benefits from the upgrade. As a result, the revised scope of work encompasses upgrades for all four areas.
Update	Sure! Here's a revised and polished version of your update: **Facility Renovation Update** Renovation work remains on track and is progressing steadily toward the anticipated completion deadline. Carpeting and doors have been successfully installed, marking key milestones in the project. The next major step is the arrival of furniture, which is scheduled for delivery on April 15. We're excited to see the space coming together and will continue to provide updates as we move closer to project completion.

Project Name	**Organizational Resilience: Internal Emergency Management Training**
Service Provider	Westward Disaster
Summary	The city is responsible for the operation and management of its Emergency Operations Center (EOC), with the aim of enhancing preparedness, response, and recovery capabilities for emergencies and large-scale events. The consultant will furnish subject matter experts and instructors to aid in the creation and execution of a tailored EOC training program for city department staff.
Update	Our Emergency Operations Center (EOC) Awareness Course took place on April 18th and received overall positive feedback. The course was a success and brings our city and leadership one step closer to being prepared for the next emergency. Next, Westward and the City of Carson will be working on the upcoming EOC role-specific training.

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Dr. Robert Lennox, Assistant City Manager CMO Administration

Subject: CONSIDER APPROVING AMENDMENT NO. 6 TO PURCHASE AGREEMENT (C-22-202) AND PURCHASE ORDER (22300822) WITH GOFORTH & MARTI TO PURCHASE, DELIVER, AND INSTALL OFFICE FURNITURE FOR THE CITY HALL COUNCIL OFFICE RECEPTION AREA AND AT BUILDING "A" OF THE PUBLIC WORKS CORPRATION YARD (CITY COUNCIL)

I. SUMMARY

On October 4, 2022, City entered into a purchase agreement with Goforth & Marti to deliver and install office furniture at City Hall. A subsequent Amendment No. 1 was entered into on June 20, 2023, for the fulfillment of various unforeseen changes to staff work areas that required modifications to the order. A second amendment was approved by City Council on September 19, 2023 to obtain furniture for the Community Center, Veterans Sports Complex, and the Clerk's Office. A third amendment was approved on January 23, 2024 to obtain furniture for the remaining offices on the second floor of City Hall supporting the City Council. Now a fourth amendment is recommended for furniture needed after the City's basement renovation project at City Hall for a cost of $618,134.20 and to install both solid and glass walls as part of the same project for a cost of $466,480.96 totaling $1,084,615.16, bringing the adjusted total Agreement Price to $2,841,676.18 (Exhibit No. 1).

Competitive bidding was not required under Carson's Municipal Code, as the city was able to utilize the competitive bidding exception under Sections 2611(g) for cooperative purchasing.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 6 to the Purchase Agreement by and between the City of Carson and Goforth & Marti to purchase, deliver, and install office furniture for the City Hall council office reception area and Building "A" of the Public Works Corporation Yard for a cost of $53,534.05.
2. AUTHORIZE the Mayor to execute Amendment No. 5, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council as allowed by law.

IV. BACKGROUND

Through an existing contract and subsequent amendments in both Fiscal Years 2022-23 and 2023-24, Goforth & Marti (dba G/M Business Interiors) was solicited to provide the City a detailed quotation and design for City Hall second floor workspaces. Goforth & Marti operates under a cooperative purchasing contract that permits streamlined procurement via existing competitive bidding completed by other government agencies. By utilizing a pre-established governmental cooperative agreement with the Omnia Partners (Contract No. 2020000608), the City was able to receive a tremendous, discounted price on all furnishings and delivery/installation labor.

Section 2611(g) of the City's Municipal Code ("CMC") allows 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 pursuant to 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 made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

On July 19, 2019, the City of Charlotte Department of Procurement issued RFP #296-2019-105 to establish a national cooperative contract for Furniture, Installation, and Related Products and Services. As the Principal Procurement Agency, it partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The City of Charlotte is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners.

The City's Purchasing Manager has determined that the City of Charlotte and OMNIA Partners cooperative purchasing bidding process complies with the requirements of Section 2611(g) of the CMC and therefore waived the formal bidding process for purchase of furniture for City Hall through that program. In connection therewith, on October 4, 2022, City Council approved a purchase agreement with Goforth & Marti to purchase, deliver, and install office furniture at City Hall. Subsequent Amendment Nos. 1 through 5 were approved in the two following fiscal years, for the fulfillment of various additional staff workstations and required modifications in the Clerk's office, the Veterans Sports Complex, the Carson Events Center, and the City Hall Basement (currently under construction).

Now a sixth amendment is recommended for furniture needed in the City Council office, Deputy City Manager's office, and Public Works office at the City Corporation Yard for a cost of $53,534.05, bringing the adjusted total Agreement Price to $2,908,009.47 (Exhibit No. 1)

The City's Purchasing Manager has determined this additional procurement from Goforth & Marti also complies with the cooperative purchasing requirements of Section 2611(g) of the CMC and therefore has again waived the formal bidding process for purchase of the desired additional furniture.

V. FISCAL IMPACT

There is no fiscal impact as sufficient funding for the proposed amendment has already been allocated in the following Fiscal Year 2024-2025 adopted budget account(s):

101-52-510-101-6004

VI. EXHIBITS

1. Exhibit 1 - Amendment No. 6 to GM Purchasing Agreement
2. Exhibit 2 - (Exhibit A-8 to Amendment No. 6) GM Quote 230637 (Corp Yard) and GM Quote 238638 (CMO & Council Office)

Attachments

GM Amend No. 6 (4.1.25)_PE.pdf
Exhibit A-8 to GM Amend No. 6.pdf

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AMENDMENT NO. 6

TO PURCHASE AGREEMENT

THIS AMENDMENT TO PURCHASE AGREEMENT ("Amendment No. 6") by and between the CITY OF CARSON, a California municipal corporation ("City") and GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors ("Seller"), is effective as of the 1st day of April, 2025.

RECITALS

A. Section 2611(g) of the City's Municipal Code ("CMC") allows 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 pursuant to 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 made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

B. The City of Charlotte, North Carolina ("Charlotte") is part of a cooperative purchasing program through which it entered into a contract with Herman Miller, Inc. referred to as CONTRACT #: 2020000622 after engaging in a proposal process in 2019 through RFP # 269-2019-105 for purchase of furniture, installation and related products and services, whereby Charlotte now receives such products and services at a greatly discounted price. Such discounted price is now being made available to the City pursuant to Charlotte's cooperative purchasing program.

C. Charlotte has designated OMNIA Partners as the administrative and marketing conduit for the distribution of CONTRACT #: 2020000622. CONTRACT #: 2020000622 provides that purchase orders and payments are to be issued directly to the local authorized Herman Miller, Inc. dealer.

D. Seller is an authorized reseller of certain Herman Miller, Inc. goods and services covered under RFP # 269-2019-105.

E. City and Seller entered into that certain Purchase Agreement dated October 4, 2022 ("Agreement") whereby Seller agreed to sell and deliver to City and City agreed to purchase from Seller, certain Herman Miller, Inc. office furniture covered under RFP # 269-2019-105 for City's use at City Hall ("Goods") for a Purchase Price not to exceed $883,209.27.

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F. City and Seller entered into an amendment to the Agreement on June 20, 2023 ("Amendment No. 1") to accommodate a change order to modify certain aspects of the Goods, in particular, to change the sliding door to a swing door for card reader access, thereby increasing the Purchase Price by $18,401.19 resulting in a new Purchase Price of $901,610.46.

G. City and Seller entered into another amendment to the Agreement on September 19, 2023 ("Amendment No. 2") to allow City to purchase additional Goods to furnish: (i) City Hall at a cost of $47,733.33, (ii) Veteran's Sports Complex at a cost of $76,915.23, and (iii) the Community Center at a cost of $420,413.36, for a total additional cost of $545,061.92 bringing the adjusted total Purchase Price to $1,446,672.38.

H. City and Seller entered into another amendment to the Agreement on January 23, 2024 ("Amendment No. 3") to allow City to purchase additional Goods primarily for the 2nd floor offices of City Hall at a cost of $310,388.64, bringing the adjusted total Purchase Price to $1,757,061.02.

I. City and Seller entered into another amendment to the Agreement on July 9, 2024 ("Amendment No. 4") to allow City to purchase additional Goods in connection with City's basement renovation project at City Hall for a cost of $618,134.20 and to install both solid and glass walls as part of the same project for a cost of $466,480.96, bringing the adjusted total Purchase Price to $2,841,676.18.

J. City and Seller entered into another amendment to the Agreement on September 26, 2024 ("Amendment No. 5") to allow City to purchase additional Goods for replacement of the counter in the City Clerk's office at a cost of $12,799.24, bringing the adjusted total Purchase Price to $2,854,475.42.

K. Now, City and Seller seek to again amend the Agreement through this Amendment No. 6 to allow City to purchase additional Goods, including desk and seating, storage, conference table, and custom gate to be used in the Mayor's office and City's Corporate Yard for a cost of $53,534.05, bringing the adjusted total Purchase Price to $2,908,009.47.

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 1 (Purchase and Sale of Goods) of the Agreement is hereby amended to read in its entirety as follows:

"**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 furniture and related ancillary services described herein and specified in Exhibit A***,*** Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5***,*** Exhibit A-6, ~~and~~ Exhibit A-7, ***and Exhibit A-8,*** attached hereto and incorporated herein by this reference ("Goods"), for the total purchase price ("Purchase Price") set forth in Section 3."

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B. Section 2 (Description of Goods) of the Agreement is hereby amended to read in its entirety as follows:

"**2. Description of Goods.** The Goods being sold by Seller to City consists of a multitude of furniture items, together with ancillary delivery, warranty and installation and other services detailed in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6, ~~and~~ Exhibit A-7, ***and Exhibit A-8*** with Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5***,*** Exhibit A-6 ~~and~~ Exhibit A-7, ***and Exhibit A-8*** to serve as ~~a~~ change order~~s~~ to the Goods listed in Exhibit A (all services performed under the Agreement shall hereinafter be referred to as "Services"). In performing the Services, Seller shall comply with all labor laws set out in Exhibit B, attached hereto and incorporated herein by this reference."

C. Section 3 (Purchase Price) of the Agreement is hereby amended to read in its entirety as follows:

"**3. Purchase Price.** The total Purchase Price which City agrees to pay to Seller for purchase and sale of the Goods and their delivery and ancillary Services is not to exceed Two Million ~~Eight~~ ***Nine*** Hundred ~~Fifty Four~~ ***Eight*** Thousand ~~Four Hundred Seventy Five~~ ***Nine*** Dollars and Forty ~~Two~~ ***Seven*** Cents (~~$2,854,475.42~~ ***$2,908,009.47***), as provided in further detail in Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5***,*** Exhibit A-6***,*** ~~and~~ Exhibit A-7, ***and Exhibit A-8***."

D. Section 25 (Exhibit A) of the Agreement is hereby amended to read in its entirety as follows:

"**25. Exhibit A.** The Parties acknowledge and understand that Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6***,*** ~~and~~ Exhibit A-7, ***and Exhibit A-8*** are strictly intended to set forth the particulars that will comprise the Goods, Services and associated pricing, and that any text contained in Exhibit A***,*** Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6 ~~and~~ Exhibit A-7, ***and Exhibit A-8*** that may otherwise be construed to be of legal significance ("Extraneous Text") will be disregarded by the Parties. Additionally, in the event either Party or any court of competent jurisdiction takes the position that any Extraneous Text is not to be disregarded and in fact ought to be made part of this Agreement, to the extent of any conflict between this Agreement minus Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6 ~~and~~ Exhibit A-7, ***and Exhibit A-8*** on the one hand, and Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4, Exhibit A-5, Exhibit A-6 ~~and~~ Exhibit A-7, ***and Exhibit A-8*** on the other hand, the former shall prevail."

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3***,*** Amendment No. 4 and Amendment No. 5 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 6, Amendment No. 5, Amendment No. 4, Amendment No. 3, Amendment No. 2 and Amendment No. 1.

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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, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5. 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, Amendment No. 2, Amendment No. 3, Amendment No. 4 and Amendment No. 5. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and this Amendment No. 6, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 6, 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. 6, 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. 6.

5. Authority. The persons executing this Amendment No. 6 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. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) the entering into this Amendment No. 6 does not violate any provision of any other agreement to which said party is bound.

6. Counterparts. This Amendment No. 6 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. 6.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 6 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]

CONTRACTOR:

GOFORTH & MARTI, a California corporation doing business as G/M Business Interiors

*BY: Signed by: Laurinda P. Easley 9EA788682F424AE...
Name: Laurinda P. Easley
Title: President/CEO/Secretary

*BY: Signed by: Laurinda P. Easley 9EA788682F424AE...
Name: Laurinda P. Easley
Title: President/CEO/Secretary

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 REQUIRE BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

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EXHIBIT A

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 206811 FOR $883,209.27

(CITY HALL)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-1

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 216401 FOR $18,401.19

(CITY HALL)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-2

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 218664 FOR $47,733.33

(CITY HALL)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-3

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 216328 FOR $76,915.23

(VETERAN'S SPORTS COMPLEX)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-4

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 213153 FOR $420,413.36 AND FABRIC FINISHES

(COMMUNITY CENTER)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-5

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 222508 FOR $310,388.64

(CITY HALL)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-6

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 211023 FOR $618,134.20

SEE ATTACHED QUOTATION DATED JUNE 13, 2024 FOR $466,480.96

(CITY HALL)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-7

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 229313 FOR $12,799.24

(CITY HALL)

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

EXHIBIT A-8

DESCRIPTION OF GOODS, SERVICES AND PRICING

SEE ATTACHED QUOTATION 230637 DATED MARCH 13, 2025 FOR $24,389.92

SEE ATTACHED QUOTATION 238638 DATED MARCH 10, 2025 FOR $29,144.13

(MAYOR'S OFFICE AND CORPORATE YARD)

Project ID / Who & Where	Date:	Quotation
ARLINGTON RODGERS - CORPORATE YARD	3/13/2025	230637

BILL TO: P22650	SHIP TO:
CITY OF CARSON 18620 S BROADWAY CARSON CA 90248	CITY OF CARSON 18620 S BROADWAY CARSON CA 90248
ARLINGTON. RODGERS Phone: (310)847-3500 Fax:	ARLINGTON. RODGERS Phone: (310)847-3500 Fax:

Product Counts:	Systems	Desk Units	Tables	Files	Chairs	Storage	Ancillary
	0	1	2	0	12	0	0

GRAND TOTAL	$24,389.92

Product Summary / Scope of Work

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER: TBD

G/M BUSINESS INTERIORS TAX ID: 95-2091271

QUOTE FOR: (02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS WITH ARMS, (02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS, ARMLESS, (01) EA KNOLL REFF HEIGHT ADJUSTABLE PRIVATE OFFICE WITH OVERHEAD, TACKBOARDS, AND LOWER STORAGE, (01) EA KNOLL ANTENNA ROUND TABLE, 36D, (08) EA OFS GENUS LIGHT TASK CHAIRS & (01) EA HMI HEADWAY RECTANGLE CONFERENCE TABLE, 48X120

PREVAILING WAGE

FOR: ARLINGTON RODGERS - CORPORATE YARD

LEAD TIME: 6-8 WEEKS

SCOPE OF WORK:

1) G/M TO RECEIVE AND INSPECT PRODUCT

2) G/M TO BRING TO SITE AND SET KNOLL PRIVATE OFFICE AND TABLE WITH SEATING, HERMAN MILLER TABLE AND OFS SEATING IN PLACE PER ATTACHED DRAWING.

3) PLEASE CONTACT ARLINGTON RODGERS 310-847-3500 TO SCHEDULE SERVICES

Account Executive: Brian Ogden (bogden@gmbi.net) Project PAS: Larrae Espiritu
AMA: Lyzette Perez (LPerez@gmbi.net)

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

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DESIGN SERVICES BREAKDOWN
PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (6.5) HRS @ $55/HR = $357.50

CUSTOMER NET TOTAL: $24,389.92

**NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND

G/M — Quotation # 230637

BOM A — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**PRIVATE OFFICE**	**46,394.00**	**46,394.00**	**16,086.22**	**16,086.22**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS WITH ARMS (02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS, ARMLESS (01) EA KNOLL REFF HEIGHT ADJUSTABLE PRIVATE OFFICE WITH OVERHEAD, TACKBOARDS, AND LOWER STORAGE (01) EA KNOLL ANTENNA ROUND TABLE, 36D	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 34

BOM B — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**SEATING**	**5,128.00**	**5,128.00**	**2,532.24**	**2,532.24**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(08) EA OFS GENUS LIGHT TASK CHAIRS	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 8

BOM C — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**TABLE**	**8,414.00**	**8,414.00**	**3,179.65**	**3,179.65**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(01) EA HMI HEADWAY RECTANGLE CONFERENCE TABLE, 48X120	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 1

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

BOM	Who/What/Where		List	List Ext	Sell	Sell Ext
D						
LOT 0	**Z G/M Services**		**.00**	**.00**	**.00**	**.00**

Description:		Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
****DESIGN SERVICES BREAKDOWN**** **PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (6.5) HRS @ $55/HR = $357.50** **G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.** **G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors,field checks,monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.** **G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.** **G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.** **G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net**		**.00**	**.00**	**.00**	**357.50**

BOM: See Attached Bill of Materials

Piece Count:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

G/M **Quotation # 230637**

Featured Product of the Month

G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	**$21,798.11**
Services (Taxable)	**$0.00**
Freight (Taxable)	**$0.00**
Services (Non-Taxable)	**$0.00**
Design Services (Non-Taxable)	**$357.50**
Taxable Subtotal:	**$21,798.11**
Non-Taxable Subtotal:	**$357.50**
Sales Tax (10.250%)	**$2,234.31**
Total:	**$24,389.92**

Terms:	
Net 30 Days 100%	**$24,389.92**

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a " ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by:

Signature _____ Print Name/Title _____ Date _____

Account Executive: Brian Ogden (bogden@gmbi.net)
AMA: Lyzette Perez (LPerez@gmbi.net)
Project PAS: Larrae Espiritu

800-686-6583 800-686-6583 Fax: 951-684-0837
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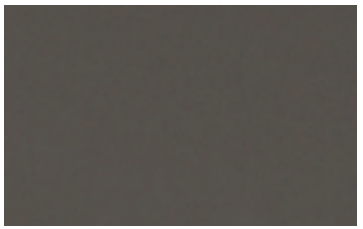
City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

Private Office

Knoll
Reff Height Adjustable Executive Desk, 36x72 with Overhead Storage, Tackboard, Lower Storage, and Storage Cabinet

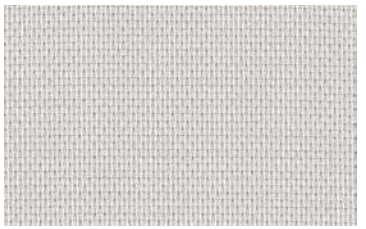
Laminate Finish
115 – Medium Grey



Storage Finish
115 – Medium Grey

Storage Door Finish
GL14 - Folkstone Grey Glass

Bar Pull Finish
613 - Silver



Tackboard Fabric Finish
W20615 – Messa Fossil

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD
Private Office

Knoll
Antenna Y-Base Table Round, 36Dia 28-1/2H,

Laminate Top Finish
115 – Medium Grey

Base Finish
613 - Silver

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD
Private Office (Qty: 02)

Knoll
Ollo with Shell Back, Armless

Lower Back Finish
LG – Light Grey

Upper Back Finish
LG – Light Grey

Seat Fabric Finish
K180616 – Journey, Chime

Base Finish
A – Polished Aluminum

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD
Private Office (Qty: 02)

Knoll
Ollo with Shell Back with Fixed Arms

Lower Back Finish
LG – Light Grey

Upper Back Finish
LG – Light Grey

Seat Fabric Finish
K180616 – Journey, Chime

Base Finish
A – Polished Aluminum

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

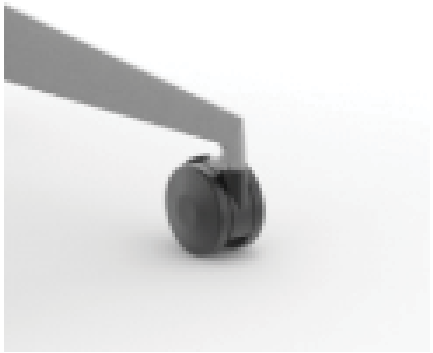
Seating (Qty: 08)

OFS
Genus Light Task Chair, Swivel Tilt, No Arms

Frame Finish
Graphite

Plastic Back Finish
Deep Blue

Seat Fabric Finish
Lyric, Cannon



Casters
Black Hard Wheel Caster

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

Table (Qty: 01)

Herman Miller
Headway Rectangle Conference Table, 28.5HX48DX120W

Top/Edge Laminate Finish
LBR – Phantom Ecru

Removeable Cabinet Finish
LBR – Phantom Ecru

Inner Cabinet Leg Finish
613 - Silver

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

BOM A

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
1	**1**	**36DN**	**YKTR36YDNL**	**2,127.00**	**2,127.00**	**687.66**	**687.66**	**67.67 %**
			Y-Base Table Round, 36Dia 28-1/2H, desk height, no grommmet, laminate					
		115	• Laminate Top Fi	• TOP: Medium Grey				
		115	• Edgeband Finish	• EDGE: Medium Grey				
		613	• Legs/Cradles/Ra	• BASE: Silver				
		Tag: PRIVATE OFFICE						
2	**1**		**RWMVF**	**209.00**	**209.00**	**67.57**	**67.57**	**67.67 %**
			Flexible Vertical Wire Manager					
			•	•				
		Tag: PRIVATE OFFICE						
3	**2**	**TB54H1**	**RWHDHTB54H1**	**562.00**	**1,124.00**	**181.69**	**363.38**	**67.67 %**
			Tackboard, Wall Hung, 54W, H1 height, 23-1/8H, 1D					
		(W2061)	• Fabric Selection	• FABRIC: Messa (Gr10)				
		W20615	• Messa Color Sel	• COL: Fossil				
		Tag: PRIVATE OFFICE						
4	**1**	**10824**	**RSD1082**	**1,365.00**	**1,365.00**	**441.30**	**441.30**	**67.67 %**
			Worksurface, Rectangular, 108Wx24Dx1-1/2H					
		N	• Grommet Option	• No Grommet				
		~	• auto	• No grommet finish necessary				
		(L)	• Top Finish Type	• TOP: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Laminate Finish	• LAM: Medium Grey				
		115	• Edge Band Finis	• EDGE: Medium Grey				
		Tag: PRIVATE OFFICE						
5	**2**	**TRAY**	**RPETRAY3N**	**59.00**	**118.00**	**19.07**	**38.14**	**67.67 %**
			Pencil Tray, black, Plastic, for use with metal drawer interiors					
			•	•				
		Tag: PRIVATE OFFICE						
6	**2**	**36**	**RPDHB36**	**476.00**	**952.00**	**153.89**	**307.78**	**67.67 %**
			Pedestal Back, 36Wx28-3/8H, for 28-3/8" planning					
		(L)	• Surface Selectio	• Laminate				
		(CORE)	• Laminate Type S	• Core Laminates				
		115	• Laminate Finish	• LAM: Medium Grey				
		Tag: PRIVATE OFFICE						
7	**3**		**RPAHFM36**	**48.00**	**144.00**	**15.52**	**46.56**	**67.67 %**
			File Bars Metal File Drawers 36W					
			•	•				
		Tag: PRIVATE OFFICE						

Account Executive: **Brian Ogden** Project Designer **Larrae Espiritu**
Job Captain **Lyzette Perez**

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BOM A

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
8	**2**	**OGHCS54**	**ROMGHCSHP541**	**6,228.00**	**12,456.00**	**2,013.51**	**4,027.02**	**67.67 %**
			Overhead Cabinet, Wall Hung, Glass Hinged Doors, cubby exposed, 54Wx15Dx20H, for 28-3/8" planning					
		(L)	• Surface Selectio • Core Laminate					
		115	• Laminate Finish • LAM: Medium Grey					
		115	• Frame Finish • FRAME: Medium Grey					
		GL14	• Glass Door Finis • DOOR: Back Painted Folkstone Grey Glass					
		L	• Lock Selection • 2 Lock Holes Drilled					
		B	• Lock Color • Black lock					
		(KEYALIKE)	• Prep for Lock Se • LOCK: Keyed Alike					
		(LOCK2)	• auto • Specify 2 lock cores & keys separately					
		Tag: PRIVATE OFFICE						
9	**1**	**7236**	**REDTDF7236**	**1,108.00**	**1,108.00**	**358.22**	**358.22**	**67.67 %**
			Executive Desk Top for Height Adjustable Base, Flush Modesty, 72Wx36Dx1-1/2H					
		N	• Grommet Option • No Grommet					
		~	• auto • No grommet finish necessary					
		(L)	• Top Finish Type • TOP: Core Laminate					
		(CORE)	• Laminate Finish • Core Laminates					
		115	• Laminate Finish • LAM: Medium Grey					
		115	• Edge Band Finis • EDGE: Medium Grey					
		Tag: PRIVATE OFFICE						
10	**1**	**7236**	**REDBP7236N2**	**10,088.00**	**10,088.00**	**3,261.45**	**3,261.45**	**67.67 %**
			Executive Desk Base, Height Adjustable, 72Wx36D, Recessed Modesty Partial Height, No Storage, Stepped Base					
		S	• Switch Option • SWITCH: Standard					
		(L)	• Case Finish Sele • CASE: Laminate					
		115	• Laminate Finish • LAM: Medium Grey					
		(L)	• Front Surface Se • FRONT: Laminate					
		115	• Front Laminate (• LAM: Medium Grey					
		613	• Leg Finish • LEG: Silver (Textured)					
		Tag: PRIVATE OFFICE						
11	**2**		**RCOUNTWT3**	**355.00**	**710.00**	**114.77**	**229.54**	**67.67 %**
			Counterweight (Pkg of 3)					
			•	•				
		Tag: PRIVATE OFFICE						

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BOM A GM

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
12	**1**	**FF**	**R2P362K**	**2,482.00**	**2,482.00**	**802.43**	**802.43**	**67.67 %**
			Pedestal, File/File, 36Wx23Dx28-3/8H, Stepped Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Laminate Core F	• LAM: Medium Grey				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Front Laminate (	• LAM: Medium Grey				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Sele(	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		B	• Lock Color	• Black lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						
13	**1**	**BBF**	**R2P362J**	**3,101.00**	**3,101.00**	**1,002.55**	**1,002.55**	**67.67 %**
			Pedestal, Box/Box/File, 36Wx23Dx28-3/8H, Stepped Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Laminate Core F	• LAM: Medium Grey				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Front Laminate (	• LAM: Medium Grey				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Sele(	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		B	• Lock Color	• Black lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						

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BOM A

CITY OF CARSON 3/13/2025
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Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
14	**1**	**72/19**	**R2C7223DHDHR**	**3,447.00**	**3,447.00**	**1,114.42**	**1,114.42**	**67.67 %**
			Cabinet with Right Hinged Door and Coat Rod, 72-1/2Hx19Wx24D, Stepped Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Type	• Core Laminates				
		115	• Laminate Core F	• LAM: Medium Grey				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Type	• Core Laminates				
		115	• Laminate Core F	• LAM: Medium Grey				
		W	• Interior Selectior	• INT: Wood				
		F	• Pull Option Selec	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		B	• Lock Color	• Black lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						
15	**1**		**LED2IN37**	**766.00**	**766.00**	**354.20**	**354.20**	**53.76 %**
			Highwire LED Undercabinet Light, Individual Light, 37W (70 LEDs)					
		BLK	• Finish Selection	• FINISH: Black				
		Tag: PRIVATE OFFICE						
16	**1**		**LED2AD3712**	**700.00**	**700.00**	**323.68**	**323.68**	**53.76 %**
			Highwire Undercabinet Light, Interconnected Adder, 37W (70 LEDs), with 12 inch jumper					
		BLK	• Finish Selection	• FINISH: Black				
		Tag: PRIVATE OFFICE						
17	**1**		**KSPEC8**	**.00**	**.00**	**.00**	**.00**	**67.67 %**
			Set of 8 cores/keys (black)					
			•	•				
		Tag: PRIVATE OFFICE						
18	**2**		**7PFA4SSC**	**1,386.00**	**2,772.00**	**671.10**	**1,342.20**	**51.58 %**
			Ollo Light Task Chair with Shell Back, Fixed Arms, 5-Star Polished Aluminum Base, Soft Casters					
		LG	• Lower Back Finis	• LOWER BACK: Light Grey				
		A	• Base Finish	• BASE: Polished Aluminum				
		LG	• Upper Back Finis	• UPPER BACK: Light Grey				
		A	• Control Finish	• CONTROL: Polished Aluminum				
		~	• Upholstery Optic	• Standard Textile or Leather				
		(K1806)	• Textile Selection	• SEAT: Journey (B)				
		K180616	• Journey Color Se	• COL: Chime				
		Tag: PRIVATE OFFICE						

BOM A

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
19	**2**		**7PNA4SSC**	**1,304.00**	**2,608.00**	**631.40**	**1,262.80**	**51.58 %**
			Ollo Light Task Chair with Shell Back, Armless, 5-Star Polished Aluminum Base, Soft Casters					
		LG	• Lower Back Finis	• LOWER BACK: Light Grey				
		A	• Base Finish	• BASE: Polished Aluminum				
		LG	• Upper Back Finis	• UPPER BACK: Light Grey				
		A	• Control Finish	• CONTROL: Polished Aluminum				
		~	• Upholstery Optic	• Standard Textile or Leather				
		(K1806)	• Textile Selection	• SEAT: Journey (B)				
		K180616	• Journey Color S	• COL: Chime				
		Tag: PRIVATE OFFICE						
HERMANMILLER								
20	**1**		**G1331.**	**35.00**	**35.00**	**10.77**	**10.77**	**69.23 %**
			+Cord Cleat 2/Pkg					
			•	•				
		Tag: PRIVATE OFFICE						
GMHARDWARE								
21	**2**	**(1) PER WALL STRIP WALL START OR OH**	**GMHARDWARE** **GM WALL ANCHORS**	**.00**	**.00**	**6.82**	**13.64**	**%**
			•	•				
		Tag: PRIVATE OFFICE						
22	**2**	**FOR MODESTY & UNUSUAL APPLICATIO NS**	**GM HARDWARE** **GM L-BRACKET**	**.00**	**.00**	**.80**	**1.60**	**%**
			•	•				
		Tag: PRIVATE OFFICE						
ELEVATE								
23	**1**		**GMSPB**	**82.00**	**82.00**	**29.31**	**29.31**	**64.25 %**
			Elevate™ Surge Protector					
			•	• Black				
		Tag: PRIVATE OFFICE						

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended

Product Subtotal: **$16,086.22**

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

BOM B GM

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:21 AM
Quote # 230637
Department: **SEATING**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
OFS								
1	**8**		**3805**	**641.00**	**5,128.00**	**316.53**	**2,532.24**	**50.62 %**
			Genus, Light Task Chair					
		FGR	•	• Graphite Frame				
		X9	•	• No Arms - Standard				
		W48	•	• Black Hard Wheel Caster - Std				
		SWT2	•	• Swivel Tilt				
		TT	•	• Standard Black Nylon Base				
		DPB	•	• Deep Blue				
		XU	•	• Upholstered Seat				
		~OFS	• Fabric, Manufact	• OFS				
		~LYRIC	• Fabric Pattern, C	• Lyric - Grade 2				
		3130082	• Fabric Color, OF	• Cannon				
		KND	•	• Knocked Down				
		Tag: SEATING						

Product Subtotal: **$2,532.24**

Account Executive: **Brian Ogden**
Job Captain **Lyzette Perez**

Project Designer **Larrae Espiritu**

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

BOM C

GM

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:21 AM
Quote # 230637
Department: **TABLE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
1	**1**		**DP1ACS.248120LLN**	**8,414.00**	**8,414.00**	**3,179.65**	**3,179.65**	**62.21 %**
			+Headway Rectangle Shape, Cabinet-Base, Seated Ht Table,sq-edge,28.5" h,48" d,120" w,high-pressure lam top/thermoplastic edge,high-pressure lam dr material/thermoplastic edge,no cut					
		LBR	• Top Finish • @phantom ecru					
		LBR	• Edge Finish • +phantom ecru					
		LBR	• Removable Cabi • +phantom ecru					
		LBR	• Removable Cabi • +phantom ecru					
		613	• Inner Cabinet Le • +silver (CP)					
		P	• Technology Mou • +technology panels in bases					
		T	• Undersurface Wi • +trough					
		Tag: TABLE						

Product Subtotal: **$3,179.65**

Account Executive: **Brian Ogden**
Job Captain **Lyzette Perez**

Project Designer **Larrae Espiritu**

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

Project ID / Who & Where	Date:	Quotation
ROBERT LENNOX CITY MANAGER - MAYOR ADMIN	3/10/2025	238638

BILL TO: 11006	SHIP TO:
CITY OF CARSON 701 E CARSON ST CARSON CA 90745	CARSON (CARSON) CITY OF CARSON 701 E Carson St Carson CA 90745
ROBERT LENNOX CARSON Phone: (951)368-8103 Fax:	ROBERT LENNOX CARSON Phone: (951)368-8103 Fax:

Product Counts:	Systems	0	Desk Units	1	Tables	0	Files	0	Chairs	3	Storage	2	Ancillary	1

GRAND TOTAL	$29,144.13

Product Summary / Scope of Work

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER: TBD

G/M BUSINESS INTERIORS TAX ID: 95-2091271

QUOTE FOR: KNOLL PRIVATE OFFICE DESKING AND SEATING, SIT ON IT SEATING,OFS STORAGE, CUSTOM GATE

PREVAILING WAGE

FOR: ROBERT LENNOX CITY MANAGER - MAYOR ADMIN

LEAD TIME: 8-10 WEEKS

SCOPE OF WORK:

1) G/M TO RECEIVE AND INSPECT PRODUCT

2) G/M TO BRING TO SITE AND SET (01) EA KNOLL U-SHAPED HEIGHT ADJUSTABLE PRIVATE OFFICE WITH MODESTY PANEL AND LOWER STORAGE (01) EA GM VENDOR CUSTOM GATE (02) EA SIT ON IT FOCUS SIDE CHAIRS (01) EA KNOLL LUDWIG MIES VAN DER ROHE SETTEE, 57WX27DX30H (02) EA OFS IMPULSE MOBILE PEDESTALS IN PLACE.

3) PLEASE CONTACT ROBERT LENNOX @ 951-368-8103 TO SCHEDULE SERVICES

DESIGN SERVICES BREAKDOWN

Account Executive: Brian Ogden (bogden@gmbi.net) Project PAS:
AMA: Lyzette Perez (LPerez@gmbi.net)

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (04) HRS @ $55/HR = $220

CUSTOMER NET TOTAL: $29,144.13

**NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND

G/M — Quotation # 238638

BOM A — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**PRIVATE OFFICE**	**34,453.00**	**34,453.00**	**13,190.50**	**13,190.50**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(01) EA KNOLL REFF U-SHAPED HEIGHT ADJUSTABLE PRIVATE OFFICE DESK UNIT WITH MODESTY PANEL AND LOWER STORAGE (02) EA SIT ON IT FOCUS SIDE CHAIRS (01) EA KNOLL LUDWIG MIES VAN DER ROHE SETTEE, 57WX27DX30H	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 18

BOM B — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**STORAGE**	**4,672.00**	**4,672.00**	**2,307.04**	**2,307.04**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(02) EA OFS IMPULSE MOBILE PEDESTALS	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 2

BOM C — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**CUSTOM GATE**	**17,180.00**	**17,180.00**	**10,737.50**	**10,737.50**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(01) EA GM VENDOR CUSTOM GATE	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 1

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

BOM D	Who/What/Where		List	List Ext	Sell	Sell Ext
LOT 0	**Z G/M Services**		**.00**	**.00**	**.00**	**.00**

Description:		Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
****DESIGN SERVICES BREAKDOWN**** **PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (04) HRS @ $55/HR = $220** **G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.** **G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors,field checks,monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.** **G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.** **G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.** **G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net**		**.00**	**.00**	**.00**	**220.00**

BOM: See Attached Bill of Materials
Piece Count:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

Featured Product of the Month

G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	$26,235.04
Services (Taxable)	$0.00
Freight (Taxable)	$0.00
Services (Non-Taxable)	$0.00
Design Services (Non-Taxable)	$220.00
Taxable Subtotal:	$26,235.04
Non-Taxable Subtotal:	$220.00
Sales Tax (10.250%)	$2,689.09
Total:	$29,144.13

Terms:		
Net 30 Days	100%	$29,144.13

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a " ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by:

Signature _____ Print Name/Title _____ Date _____

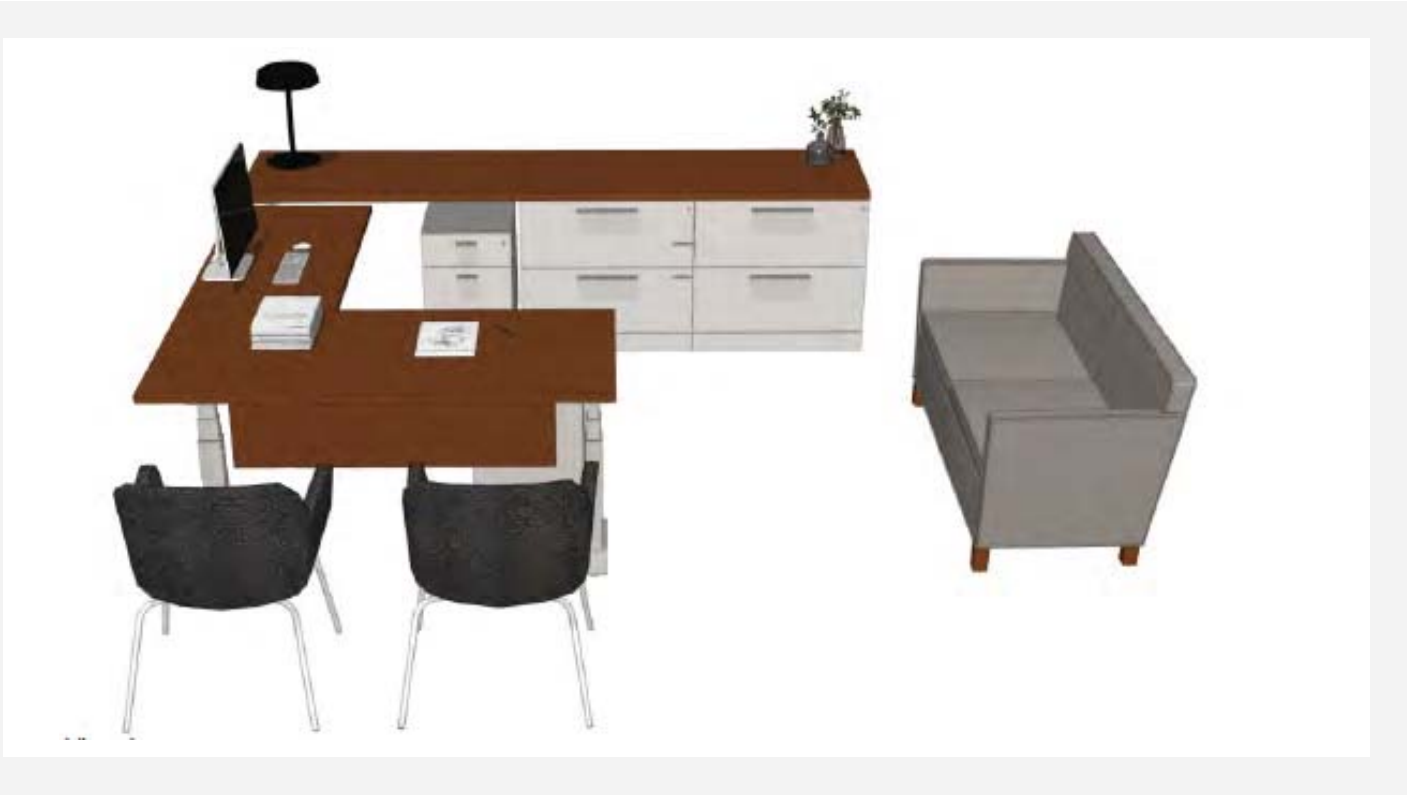
Account Executive: Brian Ogden (bogden@gmbi.net)
AMA: Lyzette Perez (LPerez@gmbi.net)
Project PAS:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Private Office (Qty: 01)



Knoll

Reff U-Shaped Height Adjustable Private Office with Modesty Panel and Lower Storage

Laminate Surface Finish
124 – Medium Cherry

Base Finish
114 – Folkstone Grey

Modesty Panel Finish
124 – Medium Cherry

Storage Finish
114/8Q – Folkstone Grey

Storage Bar Pull Finish
613 - Silver

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Private Office (Qty: 02)

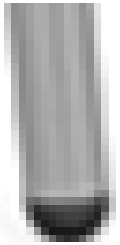
Sit On It
Focus Side Chair, Mesh Back

Back Mesh Finish
MC1 – Black Mesh

Frame Finish
Silver

Seat Fabric Finish
Sugar, Licorice

Arm Selection
A130 – Fixed Loop Arm



Glides
G5 - Standard Multi-Surface Glide

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Private Office (Qty: 01)

Knoll
Ludwig Mies Van der Rohe Krefeld Settee, 57Wx27Dx30H

Leg Finish
AM – Medium Chery

Fabric Finish
K226322 – Infinite Gunmetal

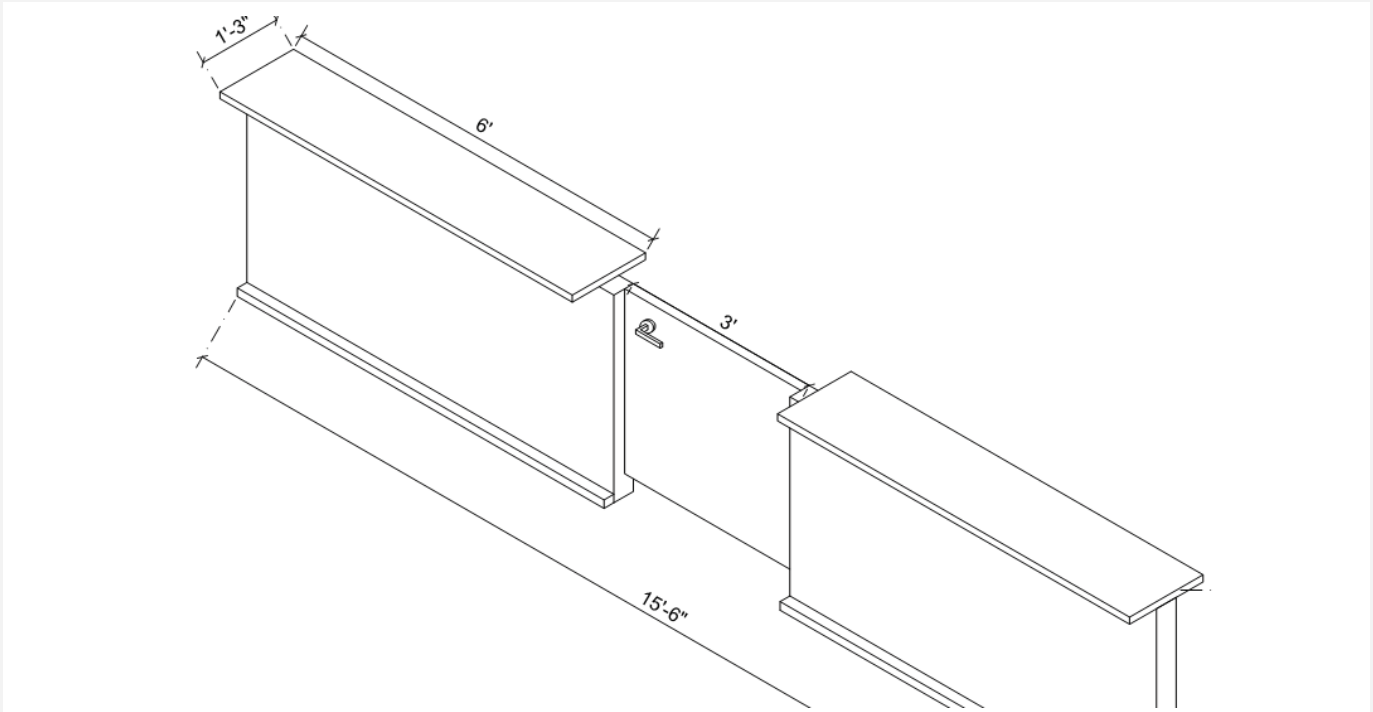
Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Private Office (Qty: 01)



Oscar Industries
Custom Gate, 15’-6”Wide

Finish
Sienna

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Storage (Qty: 02)

OFS
Impulse Mobile Pedestal, 15.625WX20.75DX25.375H

Veneer Finish
MLC – Sienna

Special Pull
Cambria, Brass Strande

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

BOM A

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:47:09 PM
Quote # 238638
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
HERMANMILLER								
1	**1**		**Y6485.FG**	**826.00**	**826.00**	**406.14**	**406.14**	**50.83 %**
			@Ode Desk Lamp, Freestanding					
		BK	• Finish	• @black				
		Tag: PRIVATE OFFICE						
KNOLL								
2	**1**		**DB1F24SP**	**47.00**	**47.00**	**15.20**	**15.20**	**67.67 %**
			Flat Bracket 24" - Single Pack					
			•	•				
		Tag: PRIVATE OFFICE						
3	**1**		**RPOFL1242**	**1,033.00**	**1,033.00**	**333.97**	**333.97**	**67.67 %**
			Open Frame Leg for Peninsula, 24Dx28-3/8H					
		8Q	• Paint or Anodize	• PAINT: Folkstone Grey (CP)				
		Tag: PRIVATE OFFICE						
4	**1**		**TBVWMES**	**44.00**	**44.00**	**14.23**	**14.23**	**67.67 %**
			Vertical Wire Manager, Standard Electric					
		613	• Paint Finish	• PAINT: Silver (smooth) (CP)				
		Tag: PRIVATE OFFICE						
5	**1**		**RDHPM44**	**558.00**	**558.00**	**180.40**	**180.40**	**67.67 %**
			Partial/Half Height Modesty Panel, 44Wx12H					
		(L)	• Modesty Surface	• Laminate				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						
6	**1**		**TBKEXAM16G**	**6,623.00**	**6,623.00**	**2,141.22**	**2,141.22**	**67.67 %**
			Tone Electric Extended Height Adjustable 90 Degree Corner Table Base, Adjustable Width, Medium 47-1/4W to 74-1/2W x 16D, with glides (48W-84W returns)					
		S	• Electric Switch S	• SWITCH: Standard				
		114	• Paint Finish	• PAINT: Folkstone Grey (Smooth) (Limited Availability)				
		Tag: PRIVATE OFFICE						
7	**1**		**TTRR4623N**	**699.00**	**699.00**	**225.99**	**225.99**	**67.67 %**
			Tone Reff Table Top, Rectangular, 46W x 23D x 1-1/4H, no grommet					
		(L)	• Top Finish Type	• TOP: Laminate				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		124	• Edge Band Finis	• EDGE: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						

BOM A GM

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:47:09 PM
Quote # 238638
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
8	**1**		**TTRR6429N**	**908.00**	**908.00**	**293.56**	**293.56**	**67.67 %**
			Tone Reff Table Top, Rectangular, 64W x 29D x 1-1/4H, no grommet					
		(L)	• Top Finish Type	• TOP: Laminate				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		124	• Edge Band Finis	• EDGE: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						
9	**1**		**RPDHB30**	**910.00**	**910.00**	**294.20**	**294.20**	**67.67 %**
			Pedestal Back, 30Wx28-3/8H, for 28-3/8" planning					
		(L)	• Surface Selectio	• Laminate				
		(CORE)	• Laminate Type S	• Core Laminates				
		118	• Laminate Finish	• LAM: Bright White (Limited Availability)				
		Tag: PRIVATE OFFICE						
10	**1**		**RSD1082**	**1,365.00**	**1,365.00**	**441.30**	**441.30**	**67.67 %**
			Worksurface, Rectangular, 108Wx24Dx1-1/2H					
		N	• Grommet Option	• No Grommet				
		~	• auto	• No grommet finish necessary				
		(L)	• Top Finish Type	• TOP: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		124	• Edge Band Finis	• EDGE: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						
11	**2**		**RP302K**	**2,340.00**	**4,680.00**	**756.52**	**1,513.04**	**67.67 %**
			Pedestal, File/File, 30Wx23Dx28-3/8H, Flush Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		114	• Laminate Core F	• LAM: Folkstone Grey (Limited Availability)				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		114	• Front Laminate (	• LAM: Folkstone Grey (Limited Availability)				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Sele	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		S	• Lock Color	• Silver lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						

BOM A

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:47:09 PM
Quote # 238638
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
12	**3**		**RMDH311R**	**2,467.00**	**7,401.00**	**797.58**	**2,392.74**	**67.67 %**
			Raised Mobile Pedestal, Box/File, 16Wx19Dx22-3/8H					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		8Q	• Laminate Core F	• LAM: Folkstone Grey (CP)				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		114	• Front Laminate C	• LAM: Folkstone Grey (Limited Availability)				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Selec	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		S	• Lock Color	• Silver lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						
13	**1**		**752**	**8,213.00**	**8,213.00**	**4,378.35**	**4,378.35**	**46.69 %**
			Ludwig Mies Van der Rohe Krefeld Settee, 57Wx27Dx30H					
		AM	• Leg Finish	• LEG: Medium Cherry				
		~	• Upholstery Optic	• OPT: Standard				
		(K2263)	• Textile Type Sel	• TEX: Infinite (A)				
		K226322	• Infinite Color Sel	• COL: Gunmetal				
		Tag: PRIVATE OFFICE						
SITONIT								
14	**2**		**5652B1.A130**	**573.00**	**1,146.00**	**280.08**	**560.16**	**51.12 %**
			Focus, Side Chair, Mesh Back, Silver Frame, A130 Arm					
		MC1	• Mesh Back Colo	• Black Mesh				
		FABRIC	• Fabric or Leathe	• Fabric Grade Selections				
		~	• CA Technical Bu	• No Selection				
		FG1	• Fabric Grade Se	• Fabric Grade 1				
		SUGAR	• Fabric Grade 1 S	• Sugar Color Selection				
		LICORICE	• Sugar Color Sele	• Sugar Licorice				
		G5	• Glide Option Sel	• Standard Multi-Surface Glide				
		Tag: PRIVATE OFFICE						

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:47:09 PM
Quote # 238638
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended

Product Subtotal: **$13,190.50**

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:38:02 PM
Quote # 238638
Department: **STORAGE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
OFS								
1	**2**		**1700582-0**	**2,336.00**	**4,672.00**	**1,153.52**	**2,307.04**	**50.62 %**
			Impulse Mobile Ped; 15.625"W X 20.75"D X 25.375"H					
			• Standard Size					
			• Finish Veneer Sienna					
			• Special feature pull					
			• 5-1621MP2 with Cambria Brass Strande pulls(A1K)					
			• Locking					
		Tag: STORAGE						

Product Subtotal: **$2,307.04**

Account Executive: **Brian Ogden**
Job Captain **Lyzette Perez**

Project Designer

Docusign Envelope ID: 76BD8D66-7EAF-48A0-97DC-7D8D6ED08DA2

BOM C

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:38:02 PM
Quote # 238638
Department: **CUSTOM GATE**
PO #
Sales Order #
Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
GMVENDOR								
1	**1**			**17,180.00**	**17,180.00**	**10,737.50**	**10,737.50**	**37.50 %**
			CUSTOM GATE					
			•	• 15'-6"wide gate				
			•	• 36" half door with two 72" panels anchored to the floor with added t				
			•	• Overall gate to be anchored to the floor, installed from wall to wall ir				
			•	• Finish Veneer Sienna				
			•	• Cost includes:				
			•	• 15'-6" gate, transaction tops, field measuring, delivery and installatic				
		Tag: CUSTOM GATE						

Product Subtotal: **$10,737.50**

Account Executive: **Brian Ogden**
Job Captain **Lyzette Perez**

Project Designer

Project ID / Who & Where	Date:	Quotation
ARLINGTON RODGERS - CORPORATE YARD	3/13/2025	230637

BILL TO: P22650	SHIP TO:
CITY OF CARSON 18620 S BROADWAY CARSON CA 90248	CITY OF CARSON 18620 S BROADWAY CARSON CA 90248
ARLINGTON. RODGERS Phone: (310)847-3500 Fax:	ARLINGTON. RODGERS Phone: (310)847-3500 Fax:

Product Counts:	Systems	Desk Units	Tables	Files	Chairs	Storage	Ancillary
	0	1	2	0	12	0	0

GRAND TOTAL	$24,389.92

Product Summary / Scope of Work

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER: TBD

G/M BUSINESS INTERIORS TAX ID: 95-2091271

QUOTE FOR: (02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS WITH ARMS, (02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS, ARMLESS, (01) EA KNOLL REFF HEIGHT ADJUSTABLE PRIVATE OFFICE WITH OVERHEAD, TACKBOARDS, AND LOWER STORAGE, (01) EA KNOLL ANTENNA ROUND TABLE, 36D, (08) EA OFS GENUS LIGHT TASK CHAIRS & (01) EA HMI HEADWAY RECTANGLE CONFERENCE TABLE, 48X120

PREVAILING WAGE

FOR: ARLINGTON RODGERS - CORPORATE YARD

LEAD TIME: 6-8 WEEKS

SCOPE OF WORK:

1) G/M TO RECEIVE AND INSPECT PRODUCT

2) G/M TO BRING TO SITE AND SET KNOLL PRIVATE OFFICE AND TABLE WITH SEATING, HERMAN MILLER TABLE AND OFS SEATING IN PLACE PER ATTACHED DRAWING.

3) PLEASE CONTACT ARLINGTON RODGERS 310-847-3500 TO SCHEDULE SERVICES

Account Executive: Brian Ogden *(bogden@gmbi.net)*
AMA: Lyzette Perez *(LPerez@gmbi.net)*
Project PAS: Larrae Espiritu

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

DESIGN SERVICES BREAKDOWN
PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (6.5) HRS @ $55/HR = $357.50

CUSTOMER NET TOTAL: $24,389.92

**NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND

G/M — Quotation # 230637

BOM A — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**PRIVATE OFFICE**	**46,394.00**	**46,394.00**	**16,086.22**	**16,086.22**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS WITH ARMS (02) EA KNOLL OLLO WITH SHELL BACK SIDE CHAIRS, ARMLESS (01) EA KNOLL REFF HEIGHT ADJUSTABLE PRIVATE OFFICE WITH OVERHEAD, TACKBOARDS, AND LOWER STORAGE (01) EA KNOLL ANTENNA ROUND TABLE, 36D	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 34

BOM B — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**SEATING**	**5,128.00**	**5,128.00**	**2,532.24**	**2,532.24**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(08) EA OFS GENUS LIGHT TASK CHAIRS	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 8

BOM C — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**TABLE**	**8,414.00**	**8,414.00**	**3,179.65**	**3,179.65**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(01) EA HMI HEADWAY RECTANGLE CONFERENCE TABLE, 48X120	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 1

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

BOM D	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT 0	Z G/M Services	.00	.00	.00	.00

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
****DESIGN SERVICES BREAKDOWN**** **PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (6.5) HRS @ $55/HR = $357.50** **G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.** **G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors,field checks,monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.** **G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.** **G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.** **G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net**	.00	.00	.00	357.50

BOM: See Attached Bill of Materials
Piece Count:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Featured Product of the Month

G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	**$21,798.11**
Services (Taxable)	**$0.00**
Freight (Taxable)	**$0.00**
Services (Non-Taxable)	**$0.00**
Design Services (Non-Taxable)	**$357.50**
Taxable Subtotal:	**$21,798.11**
Non-Taxable Subtotal:	**$357.50**
Sales Tax (10.250%)	**$2,234.31**
Total:	**$24,389.92**

Terms:	
Net 30 Days 100%	**$24,389.92**

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.
- I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.
- I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.
- I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.
- I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.
- I am aware of the grand total price of this contract as shown on this quote.
- G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a " ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.
- This quote is valid for 30 days.

Approved by:

Signature _____ Print Name/Title _____ Date _____

Account Executive: Brian Ogden *(bogden@gmbi.net)*
AMA: Lyzette Perez *(LPerez@gmbi.net)*
Project PAS: Larrae Espiritu

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

Private Office

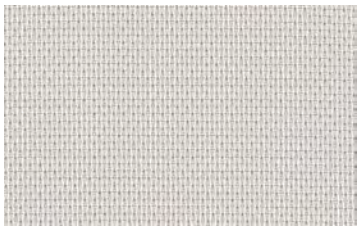
Knoll
Reff Height Adjustable Executive Desk, 36x72 with Overhead Storage, Tackboard, Lower Storage, and Storage Cabinet

Laminate Finish
115 – Medium Grey

Storage Finish
115 – Medium Grey

Storage Door Finish
GL14 - Folkstone Grey Glass

Bar Pull Finish
613 - Silver



Tackboard Fabric Finish
W20615 – Messa Fossil

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

Private Office

Knoll
Antenna Y-Base Table Round, 36Dia 28-1/2H,

Laminate Top Finish
115 – Medium Grey

Base Finish
613 - Silver

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

Private Office (Qty: 02)

Knoll
Ollo with Shell Back, Armless

Lower Back Finish
LG – Light Grey

Upper Back Finish
LG – Light Grey

Seat Fabric Finish
K180616 – Journey, Chime

Base Finish
A – Polished Aluminum

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

Private Office (Qty: 02)

Knoll
Ollo with Shell Back with Fixed Arms

Lower Back Finish
LG – Light Grey

Upper Back Finish
LG – Light Grey

Seat Fabric Finish
K180616 – Journey, Chime

Base Finish
A – Polished Aluminum

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 230637

ARLINGTON RODGERS - CORPORATE YARD

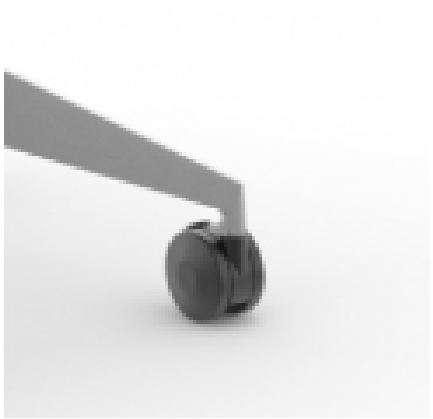
Seating (Qty: 08)

OFS
Genus Light Task Chair, Swivel Tilt, No Arms

Frame Finish
Graphite

Plastic Back Finish
Deep Blue

Seat Fabric Finish
Lyric, Cannon



Casters
Black Hard Wheel Caster

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

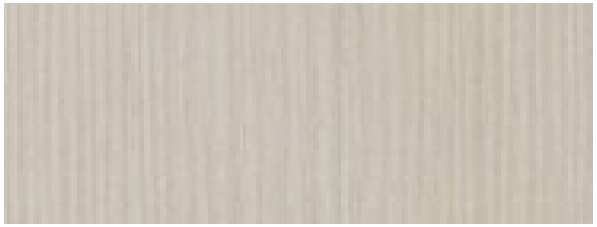
Please initial & date here as approval

City of Carson
Quote# 230637

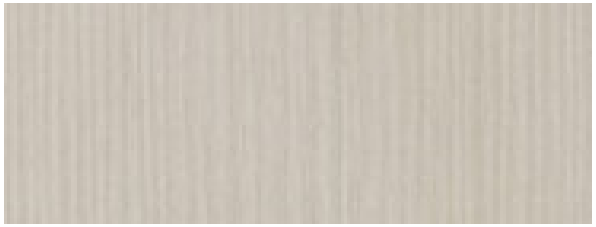
ARLINGTON RODGERS - CORPORATE YARD

Table (Qty: 01)

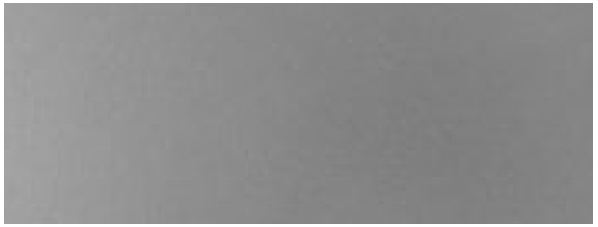
Herman Miller
Headway Rectangle Conference Table, 28.5HX48DX120W



Top/Edge Laminate Finish
LBR – Phantom Ecru



Removeable Cabinet Finish
LBR – Phantom Ecru



Inner Cabinet Leg Finish
613 - Silver

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

BOM A

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
1	**1**	**36DN**	**YKTR36YDNL**	**2,127.00**	**2,127.00**	**687.66**	**687.66**	**67.67 %**
			Y-Base Table Round, 36Dia 28-1/2H, desk height, no grommmet, laminate					
		115	• Laminate Top Fi	• TOP: Medium Grey				
		115	• Edgeband Finish	• EDGE: Medium Grey				
		613	• Legs/Cradles/Ra	• BASE: Silver				
		Tag: PRIVATE OFFICE						
2	**1**		**RWMVF**	**209.00**	**209.00**	**67.57**	**67.57**	**67.67 %**
			Flexible Vertical Wire Manager					
			•	•				
		Tag: PRIVATE OFFICE						
3	**2**	**TB54H1**	**RWHDHTB54H1**	**562.00**	**1,124.00**	**181.69**	**363.38**	**67.67 %**
			Tackboard, Wall Hung, 54W, H1 height, 23-1/8H, 1D					
		(W2061)	• Fabric Selection	• FABRIC: Messa (Gr10)				
		W20615	• Messa Color Sel	• COL: Fossil				
		Tag: PRIVATE OFFICE						
4	**1**	**10824**	**RSD1082**	**1,365.00**	**1,365.00**	**441.30**	**441.30**	**67.67 %**
			Worksurface, Rectangular, 108Wx24Dx1-1/2H					
		N	• Grommet Option	• No Grommet				
		~	• auto	• No grommet finish necessary				
		(L)	• Top Finish Type	• TOP: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Laminate Finish	• LAM: Medium Grey				
		115	• Edge Band Finis	• EDGE: Medium Grey				
		Tag: PRIVATE OFFICE						
5	**2**	**TRAY**	**RPETRAY3N**	**59.00**	**118.00**	**19.07**	**38.14**	**67.67 %**
			Pencil Tray, black, Plastic, for use with metal drawer interiors					
			•	•				
		Tag: PRIVATE OFFICE						
6	**2**	**36**	**RPDHB36**	**476.00**	**952.00**	**153.89**	**307.78**	**67.67 %**
			Pedestal Back, 36Wx28-3/8H, for 28-3/8" planning					
		(L)	• Surface Selectio	• Laminate				
		(CORE)	• Laminate Type S	• Core Laminates				
		115	• Laminate Finish	• LAM: Medium Grey				
		Tag: PRIVATE OFFICE						
7	**3**		**RPAHFM36**	**48.00**	**144.00**	**15.52**	**46.56**	**67.67 %**
			File Bars Metal File Drawers 36W					
			•	•				
		Tag: PRIVATE OFFICE						

BOM A

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
8	**2**	**OGHCS54**	**ROMGHCSHP541**	**6,228.00**	**12,456.00**	**2,013.51**	**4,027.02**	**67.67 %**
			Overhead Cabinet, Wall Hung, Glass Hinged Doors, cubby exposed, 54Wx15Dx20H, for 28-3/8" planning					
		(L)	• Surface Selectio	• Core Laminate				
		115	• Laminate Finish	• LAM: Medium Grey				
		115	• Frame Finish	• FRAME: Medium Grey				
		GL14	• Glass Door Finis	• DOOR: Back Painted Folkstone Grey Glass				
		L	• Lock Selection	• 2 Lock Holes Drilled				
		B	• Lock Color	• Black lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK2)	• auto	• Specify 2 lock cores & keys separately				
		Tag: PRIVATE OFFICE						
9	**1**	**7236**	**REDTDF7236**	**1,108.00**	**1,108.00**	**358.22**	**358.22**	**67.67 %**
			Executive Desk Top for Height Adjustable Base, Flush Modesty, 72Wx36Dx1-1/2H					
		N	• Grommet Option	• No Grommet				
		~	• auto	• No grommet finish necessary				
		(L)	• Top Finish Type	• TOP: Core Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Laminate Finish	• LAM: Medium Grey				
		115	• Edge Band Finis	• EDGE: Medium Grey				
		Tag: PRIVATE OFFICE						
10	**1**	**7236**	**REDBP7236N2**	**10,088.00**	**10,088.00**	**3,261.45**	**3,261.45**	**67.67 %**
			Executive Desk Base, Height Adjustable, 72Wx36D, Recessed Modesty Partial Height, No Storage, Stepped Base					
		S	• Switch Option	• SWITCH: Standard				
		(L)	• Case Finish Sele	• CASE: Laminate				
		115	• Laminate Finish	• LAM: Medium Grey				
		(L)	• Front Surface Se	• FRONT: Laminate				
		115	• Front Laminate (	• LAM: Medium Grey				
		613	• Leg Finish	• LEG: Silver (Textured)				
		Tag: PRIVATE OFFICE						
11	**2**		**RCOUNTWT3**	**355.00**	**710.00**	**114.77**	**229.54**	**67.67 %**
			Counterweight (Pkg of 3)					
			•	•				
		Tag: PRIVATE OFFICE						

BOM A

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
12	**1**	**FF**	**R2P362K**	**2,482.00**	**2,482.00**	**802.43**	**802.43**	**67.67 %**
			Pedestal, File/File, 36Wx23Dx28-3/8H, Stepped Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Laminate Core F	• LAM: Medium Grey				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Front Laminate C	• LAM: Medium Grey				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Selec	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		B	• Lock Color	• Black lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						
13	**1**	**BBF**	**R2P362J**	**3,101.00**	**3,101.00**	**1,002.55**	**1,002.55**	**67.67 %**
			Pedestal, Box/Box/File, 36Wx23Dx28-3/8H, Stepped Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Laminate Core F	• LAM: Medium Grey				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		115	• Front Laminate C	• LAM: Medium Grey				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Selec	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		B	• Lock Color	• Black lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
14	**1**	**72/19**	**R2C7223DHDHR**	**3,447.00**	**3,447.00**	**1,114.42**	**1,114.42**	**67.67 %**
			Cabinet with Right Hinged Door and Coat Rod, 72-1/2Hx19Wx24D, Stepped Base, for 28-3/8" planning					
		(L)	• Case Surface Se • CASE: Laminate					
		(CORE)	• Laminate Type • Core Laminates					
		115	• Laminate Core F • LAM: Medium Grey					
		(L)	• Front Surface Se • FRONT: Laminate					
		(CORE)	• Laminate Type • Core Laminates					
		115	• Laminate Core F • LAM: Medium Grey					
		W	• Interior Selectior • INT: Wood					
		F	• Pull Option Sele • Bar Pull					
		613	• Pull Finish • PULL: Silver (Textured)					
		L	• Lock Selection • Lock Hole Drilled					
		B	• Lock Color • Black lock					
		(KEYALIKE)	• Prep for Lock Se • LOCK: Keyed Alike					
		(LOCK)	• auto • Specify lock core & key separately					
		Tag: PRIVATE OFFICE						
15	**1**		**LED2IN37**	**766.00**	**766.00**	**354.20**	**354.20**	**53.76 %**
			Highwire LED Undercabinet Light, Individual Light, 37W (70 LEDs)					
		BLK	• Finish Selection • FINISH: Black					
		Tag: PRIVATE OFFICE						
16	**1**		**LED2AD3712**	**700.00**	**700.00**	**323.68**	**323.68**	**53.76 %**
			Highwire Undercabinet Light, Interconnected Adder, 37W (70 LEDs), with 12 inch jumper					
		BLK	• Finish Selection • FINISH: Black					
		Tag: PRIVATE OFFICE						
17	**1**		**KSPEC8**	**.00**	**.00**	**.00**	**.00**	**67.67 %**
			Set of 8 cores/keys (black)					
			• •					
		Tag: PRIVATE OFFICE						
18	**2**		**7PFA4SSC**	**1,386.00**	**2,772.00**	**671.10**	**1,342.20**	**51.58 %**
			Ollo Light Task Chair with Shell Back, Fixed Arms, 5-Star Polished Aluminum Base, Soft Casters					
		LG	• Lower Back Finis • LOWER BACK: Light Grey					
		A	• Base Finish • BASE: Polished Aluminum					
		LG	• Upper Back Finis • UPPER BACK: Light Grey					
		A	• Control Finish • CONTROL: Polished Aluminum					
		~	• Upholstery Optic • Standard Textile or Leather					
		(K1806)	• Textile Selection • SEAT: Journey (B)					
		K180616	• Journey Color S • COL: Chime					
		Tag: PRIVATE OFFICE						

BOM A

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA' 10:13:17 AM
Quote # 230637
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
19	**2**		**7PNA4SSC**	**1,304.00**	**2,608.00**	**631.40**	**1,262.80**	**51.58 %**
			Ollo Light Task Chair with Shell Back, Armless, 5-Star Polished Aluminum Base, Soft Casters					
		LG	• Lower Back Finis	• LOWER BACK: Light Grey				
		A	• Base Finish	• BASE: Polished Aluminum				
		LG	• Upper Back Finis	• UPPER BACK: Light Grey				
		A	• Control Finish	• CONTROL: Polished Aluminum				
		~	• Upholstery Optic	• Standard Textile or Leather				
		(K1806)	• Textile Selection	• SEAT: Journey (B)				
		K180616	• Journey Color S	• COL: Chime				
		Tag: PRIVATE OFFICE						
HERMANMILLER								
20	**1**		**G1331.**	**35.00**	**35.00**	**10.77**	**10.77**	**69.23 %**
			+Cord Cleat 2/Pkg					
			•	•				
		Tag: PRIVATE OFFICE						
GMHARDWARE								
21	**2**	**(1) PER WALL STRIP WALL START OR OH**	**GMHARDWARE** **GM WALL ANCHORS**	**.00**	**.00**	**6.82**	**13.64**	**%**
			•	•				
		Tag: PRIVATE OFFICE						
22	**2**	**FOR MODESTY & UNUSUAL APPLICATIONS**	**GM HARDWARE** **GM L-BRACKET**	**.00**	**.00**	**.80**	**1.60**	**%**
			•	•				
		Tag: PRIVATE OFFICE						
ELEVATE								
23	**1**		**GMSPB**	**82.00**	**82.00**	**29.31**	**29.31**	**64.25 %**
			Elevate™ Surge Protector					
			•	• Black				
		Tag: PRIVATE OFFICE						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended

Product Subtotal: **$16,086.22**

BOM B

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA 10:13:21 AM
Quote # 230637
Department: **SEATING**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
OFS								
1	**8**		**3805**	**641.00**	**5,128.00**	**316.53**	**2,532.24**	**50.62 %**
			Genus, Light Task Chair					
		FGR	•	• Graphite Frame				
		X9	•	• No Arms - Standard				
		W48	•	• Black Hard Wheel Caster - Std				
		SWT2	•	• Swivel Tilt				
		TT	•	• Standard Black Nylon Base				
		DPB	•	• Deep Blue				
		XU	•	• Upholstered Seat				
		~OFS	• Fabric, Manufact	• OFS				
		~LYRIC	• Fabric Pattern, C	• Lyric - Grade 2				
		3130082	• Fabric Color, OF	• Cannon				
		KND	•	• Knocked Down				
		Tag: SEATING						

Product Subtotal: **$2,532.24**

BOM C

CITY OF CARSON 3/13/2025
ARLINGTON RODGERS - CORPORA 10:13:21 AM
Quote # 230637
Department: **TABLE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
1	**1**		**DP1ACS.248120LLN**	**8,414.00**	**8,414.00**	**3,179.65**	**3,179.65**	**62.21 %**
			+Headway Rectangle Shape, Cabinet-Base, Seated Ht Table,sq-edge,28.5" h,48" d,120" w,high-pressure lam top/thermoplastic edge,high-pressure lam dr material/thermoplastic edge,no cut					
		LBR	• Top Finish • @phantom ecru					
		LBR	• Edge Finish • +phantom ecru					
		LBR	• Removable Cabi • +phantom ecru					
		LBR	• Removable Cabi • +phantom ecru					
		613	• Inner Cabinet Le • +silver (CP)					
		P	• Technology Mou • +technology panels in bases					
		T	• Undersurface Wi • +trough					
		Tag: TABLE						

Product Subtotal: **$3,179.65**

Account Executive: **Brian Ogden**
Job Captain **Lyzette Perez**

Project Designer **Larrae Espiritu**

Project ID / Who & Where	Date:	Quotation
ROBERT LENNOX CITY MANAGER - MAYOR ADMIN	3/10/2025	238638

BILL TO:	11006	SHIP TO:	
CITY OF CARSON 701 E CARSON ST		CARSON (CARSON) CITY OF CARSON 701 E Carson St	
CARSON	CA 90745	Carson	CA 90745
ROBERT LENNOX CARSON	Phone: (951)368-8103 Fax:	ROBERT LENNOX CARSON	Phone: (951)368-8103 Fax:

Product Counts:	Systems	0	Desk Units	1	Tables	0	Files	0	Chairs	3	Storage	2	Ancillary	1

GRAND TOTAL	$29,144.13

Product Summary / Scope of Work

COUNTY OF ORANGE MASTER CONTRACT RCA-017-22010154

SUBORDINATE CONTRACT NUMBER:

CLIENT PO NUMBER: TBD

G/M BUSINESS INTERIORS TAX ID: 95-2091271

QUOTE FOR: KNOLL PRIVATE OFFICE DESKING AND SEATING, SIT ON IT SEATING,OFS STORAGE, CUSTOM GATE

PREVAILING WAGE

FOR: ROBERT LENNOX CITY MANAGER - MAYOR ADMIN

LEAD TIME: 8-10 WEEKS

SCOPE OF WORK:

1) G/M TO RECEIVE AND INSPECT PRODUCT

2) G/M TO BRING TO SITE AND SET (01) EA KNOLL U-SHAPED HEIGHT ADJUSTABLE PRIVATE OFFICE WITH MODESTY PANEL AND LOWER STORAGE (01) EA GM VENDOR CUSTOM GATE (02) EA SIT ON IT FOCUS SIDE CHAIRS (01) EA KNOLL LUDWIG MIES VAN DER ROHE SETTEE, 57WX27DX30H (02) EA OFS IMPULSE MOBILE PEDESTALS IN PLACE.

3) PLEASE CONTACT ROBERT LENNOX @ 951-368-8103 TO SCHEDULE SERVICES

DESIGN SERVICES BREAKDOWN

Account Executive: Brian Ogden *(bogden@gmbi.net)*
AMA: Lyzette Perez *(LPerez@gmbi.net)*
Project PAS:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (04) HRS @ $55/HR = $220

CUSTOMER NET TOTAL: $29,144.13

**NOTE: QUOTE WILL NEED TO BE ADJUSTED IF SERVICES TO TAKE PLACE AFTER BUSINESS HOURS, OR DURING THE WEEKEND

G/M — Quotation # 238638

BOM A — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**PRIVATE OFFICE**	**34,453.00**	**34,453.00**	**13,190.50**	**13,190.50**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(01) EA KNOLL REFF U-SHAPED HEIGHT ADJUSTABLE PRIVATE OFFICE DESK UNIT WITH MODESTY PANEL AND LOWER STORAGE (02) EA SIT ON IT FOCUS SIDE CHAIRS (01) EA KNOLL LUDWIG MIES VAN DER ROHE SETTEE, 57WX27DX30H	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 18

BOM B — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**STORAGE**	**4,672.00**	**4,672.00**	**2,307.04**	**2,307.04**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(02) EA OFS IMPULSE MOBILE PEDESTALS	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 2

BOM C — Who/What/Where

			List	List Ext	Sell	Sell Ext
LOT	1	**CUSTOM GATE**	**17,180.00**	**17,180.00**	**10,737.50**	**10,737.50**

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
(01) EA GM VENDOR CUSTOM GATE	**.00**	**.00**	**.00**	**.00**

BOM: See Attached Bill of Materials
Piece Count: 1

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

BOM D	Who/What/Where	List	List Ext	Sell	Sell Ext
LOT 0	Z G/M Services	.00	.00	.00	.00

Description:	Non-Tax Srvcs.	Taxable Srvcs.	Freight	Design Fee
****DESIGN SERVICES BREAKDOWN**** **PREVAILING WAGE NON TAXABLE DESIGN SERVICES: (04) HRS @ $55/HR = $220** **G/M Furniture Planning Services, if applicable, include field measurements, drawing AutoCAD building shells, developing typical workstations and private office standards, space planning typicals into the floorplan, developing furniture color schemes, order specifications and receiving client approvals for all drawings and color schemes for order entry.** **G/M Project Management Services include drawings and field measure checks, order scheduling & routing, electrical consulting with contractors,field checks,monitoring construction progress along with delivery, assembly, punchlist coordination through final completion.** **G/M Project Services include receiving and inspecting of each product, shipping damage adjudication with vendors, transporting product if applicable, staging of products, delivery, setting in place of all furniture, level clean and polishing of all items, vacuum floors and recycling of all waste products associated with the furniture project.** **G/M Punchlist Services include formulation of the project punchlist, ordering and receiving of punchlist products, and delivery and assembly to finalize the punchlist and project.** **G/M Warranty Services Department is provided to offer clients our no-charge warranty service work for all furniture protected under valid factory warranties. G/M maintains electronic copies of our Client's invoices for warranty enforcement. For service requests, our Warranty Department may be contacted via e-mail at warranty@gmbi.net**	.00	.00	.00	220.00

BOM: See Attached Bill of Materials

Piece Count:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

Featured Product of the Month

G|M accepts credit cards at 0% for purchases up to $10,000
Purchases over $10,000 requires a surcharge of 2.75%

Product Subtotal:	**$26,235.04**
Services (Taxable)	**$0.00**
Freight (Taxable)	**$0.00**
Services (Non-Taxable)	**$0.00**
Design Services (Non-Taxable)	**$220.00**
Taxable Subtotal:	**$26,235.04**
Non-Taxable Subtotal:	**$220.00**
Sales Tax (10.250%)	**$2,689.09**
Total:	**$29,144.13**

Terms:		
Net 30 Days	**100%**	**$29,144.13**

I have reviewed the quote, the bill of materials, the drawings (if applicable), the color cards (if applicable), and other associated exhibits for my order.

- **I approve the colors, fabrics, and finishes as previously selected and correct as shown on the attached exhibit.**
- **I am satisfied that the product I have selected is the correct size and is suitable and will perform for its intended purpose.**
- **I am aware this product is manufactured to order and is not returnable to G/M or to the manufacturer.**
- **I understand that legal title to the product will transfer upon delivery to my commercial or residential location and all associated labor is taxable until title transfers.**
- **I am aware additional costs charged for inside delivery, staging, setting in place, assembly, leveling, cleaning, polishing, recycling of waste materials are separately stated and are elected as an additional contract option.**
- **I am aware of the grand total price of this contract as shown on this quote.**
- **G/M is ordering your furniture from a variety of manufacturers to be aggregated and received into our G/M operated warehouse. Once the final portion of your order has been received, a " ready to deliver" notification will be sent to you. G/M, at this point, will graciously, store your complete order for up to two weeks at no charge. If for some reason you cannot accept a timely delivery within two weeks, a quote for one month' s handling and storage shall be calculated and forwarded to you.**
- **This quote is valid for 30 days.**

Approved by:

Signature _____ Print Name/Title _____ Date _____

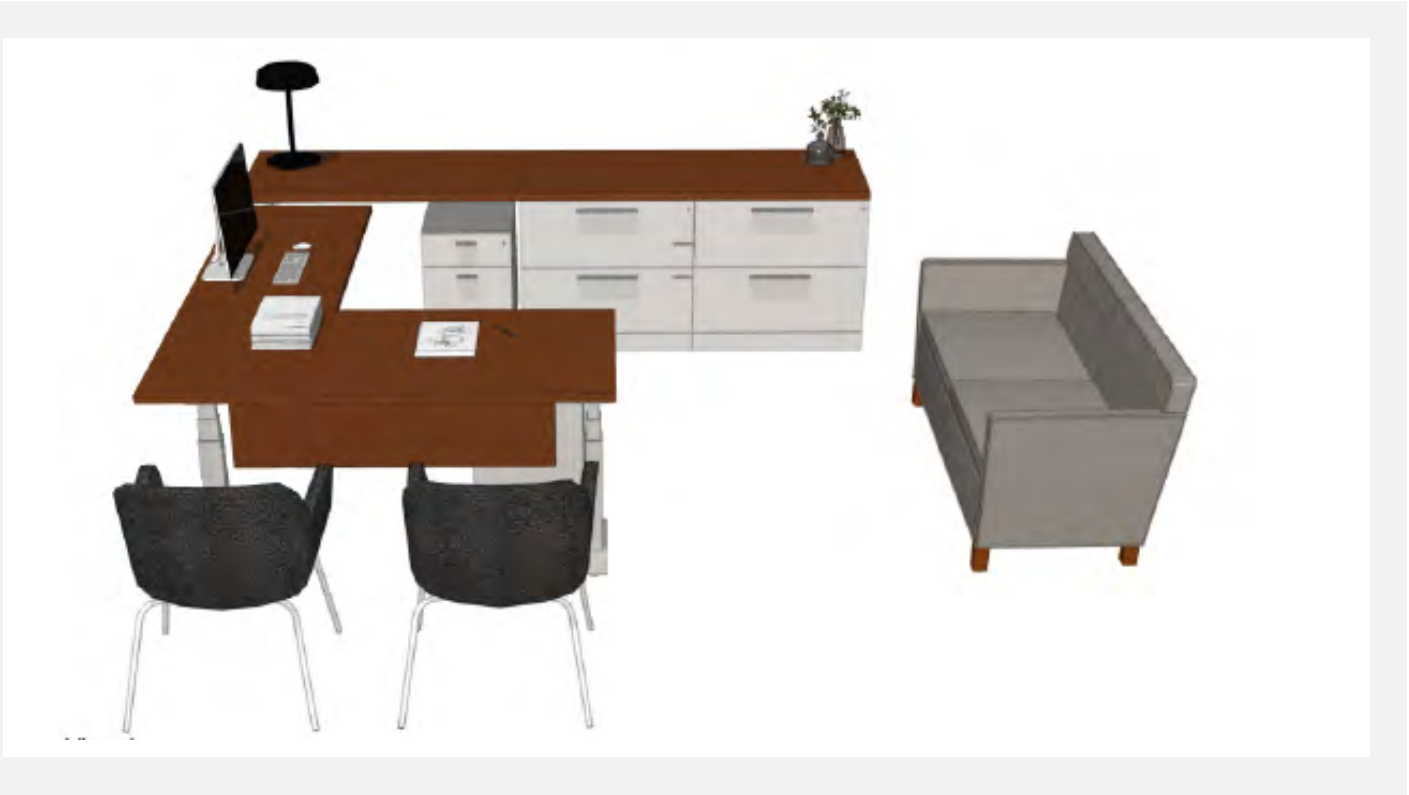
Account Executive: Brian Ogden *(bogden@gmbi.net)*
AMA: Lyzette Perez *(LPerez@gmbi.net)*
Project PAS:

800-686-6583 800-686-6583 Fax: 951-684-0837
G/M Business Interiors
9750 Irvine Blvd, Suite 108, Irvine CA, 92618
http://www.gmbi.net

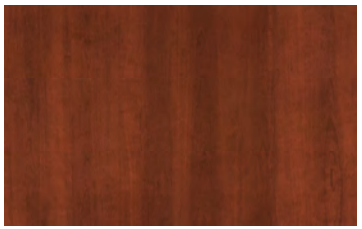
City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin

Private Office (Qty: 01)

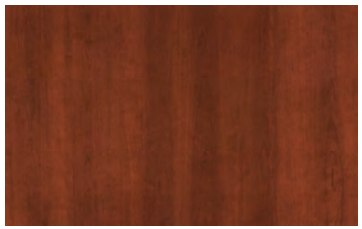


Knoll
Reff U-Shaped Height Adjustable Private Office with Modesty Panel and Lower Storage



Laminate Surface Finish
124 – Medium Cherry

Base Finish
114 – Folkstone Grey



Modesty Panel Finish
124 – Medium Cherry

Storage Finish
114/8Q – Folkstone Grey

Storage Bar Pull Finish
613 - Silver

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

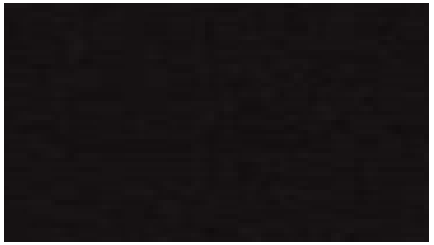
City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Private Office (Qty: 02)

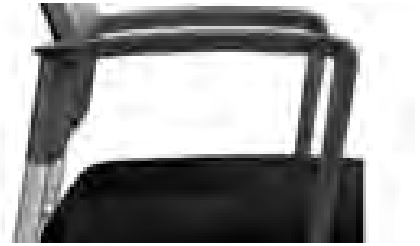
Sit On It
Focus Side Chair, Mesh Back

Back Mesh Finish
MC1 – Black Mesh

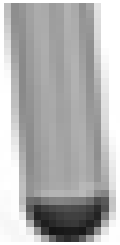
Frame Finish
Silver



Seat Fabric Finish
Sugar, Licorice



Arm Selection
A130 – Fixed Loop Arm



Glides
G5 - Standard Multi-Surface Glide

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Private Office (Qty: 01)

Knoll
Ludwig Mies Van der Rohe Krefeld Settee, 57Wx27Dx30H

Leg Finish
AM – Medium Chery

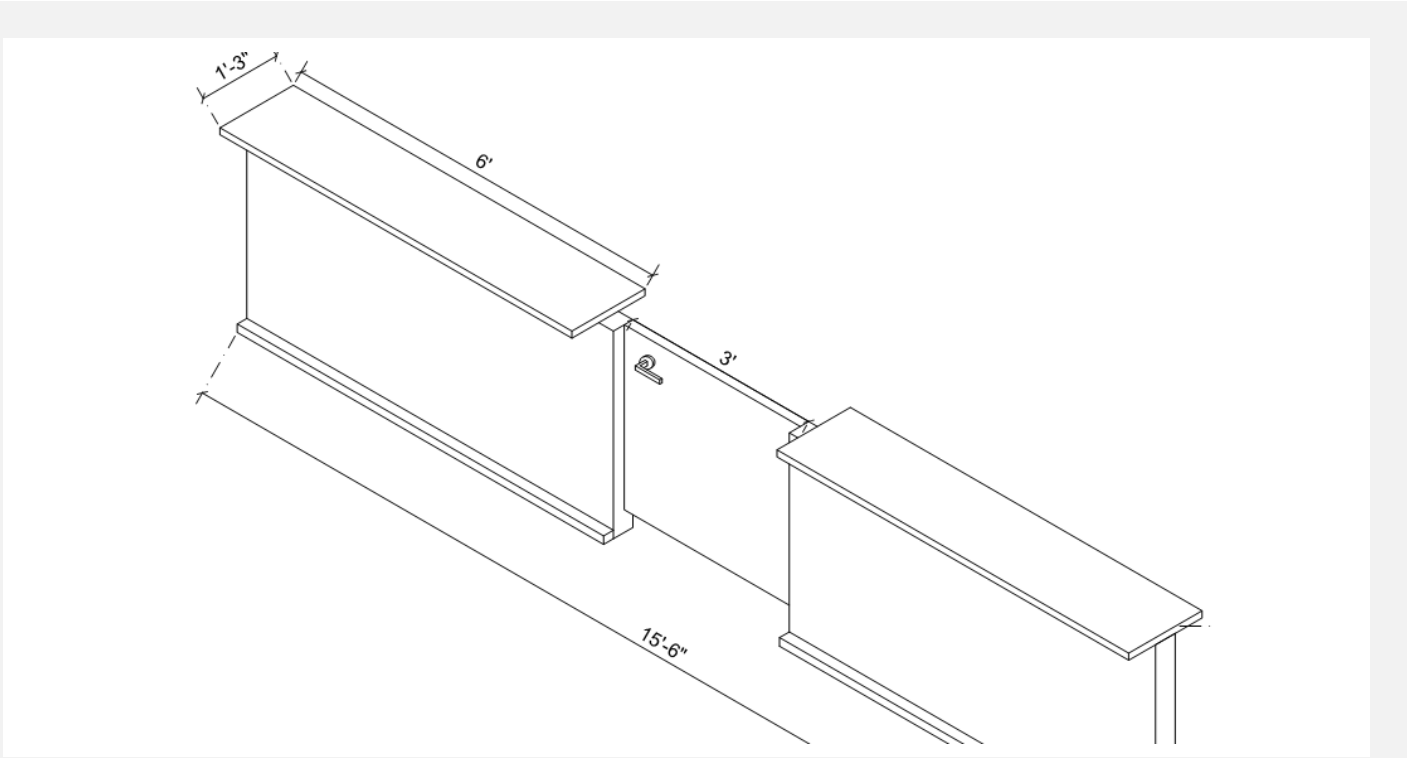
Fabric Finish
K226322 – Infinite Gunmetal

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Private Office (Qty: 01)



Oscar Industries
Custom Gate, 15’-6”Wide

Finish
Sienna

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

City of Carson
Quote# 238638

Robert Lennox City Manager - Mayor Admin
Storage (Qty: 02)

OFS
Impulse Mobile Pedestal, 15.625WX20.75DX25.375H

Veneer Finish
MLC – Sienna

Special Pull
Cambria, Brass Strande

Product images are representational only. Fabrics, finishes and specifications may be different than what is pictured.

Please initial & date here as approval

BOM A

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:47:09 PM
Quote # 238638
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
HERMANMILLER								
1	**1**		**Y6485.FG**	**826.00**	**826.00**	**406.14**	**406.14**	**50.83 %**
			@Ode Desk Lamp, Freestanding					
		BK	• Finish	• @black				
		Tag: PRIVATE OFFICE						
KNOLL								
2	**1**		**DB1F24SP**	**47.00**	**47.00**	**15.20**	**15.20**	**67.67 %**
			Flat Bracket 24" - Single Pack					
			•	•				
		Tag: PRIVATE OFFICE						
3	**1**		**RPOFL1242**	**1,033.00**	**1,033.00**	**333.97**	**333.97**	**67.67 %**
			Open Frame Leg for Peninsula, 24Dx28-3/8H					
		8Q	• Paint or Anodize	• PAINT: Folkstone Grey (CP)				
		Tag: PRIVATE OFFICE						
4	**1**		**TBVWMES**	**44.00**	**44.00**	**14.23**	**14.23**	**67.67 %**
			Vertical Wire Manager, Standard Electric					
		613	• Paint Finish	• PAINT: Silver (smooth) (CP)				
		Tag: PRIVATE OFFICE						
5	**1**		**RDHPM44**	**558.00**	**558.00**	**180.40**	**180.40**	**67.67 %**
			Partial/Half Height Modesty Panel, 44Wx12H					
		(L)	• Modesty Surface	• Laminate				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						
6	**1**		**TBKEXAM16G**	**6,623.00**	**6,623.00**	**2,141.22**	**2,141.22**	**67.67 %**
			Tone Electric Extended Height Adjustable 90 Degree Corner Table Base, Adjustable Width, Medium 47-1/4W to 74-1/2W x 16D, with glides (48W-84W returns)					
		S	• Electric Switch S	• SWITCH: Standard				
		114	• Paint Finish	• PAINT: Folkstone Grey (Smooth) (Limited Availability)				
		Tag: PRIVATE OFFICE						
7	**1**		**TTRR4623N**	**699.00**	**699.00**	**225.99**	**225.99**	**67.67 %**
			Tone Reff Table Top, Rectangular, 46W x 23D x 1-1/4H, no grommet					
		(L)	• Top Finish Type	• TOP: Laminate				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		124	• Edge Band Finis	• EDGE: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						

BOM A

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:47:09 PM
Quote # 238638
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
KNOLL								
8	**1**		**TTRR6429N**	**908.00**	**908.00**	**293.56**	**293.56**	**67.67 %**
			Tone Reff Table Top, Rectangular, 64W x 29D x 1-1/4H, no grommet					
		(L)	• Top Finish Type	• TOP: Laminate				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		124	• Edge Band Finis	• EDGE: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						
9	**1**		**RPDHB30**	**910.00**	**910.00**	**294.20**	**294.20**	**67.67 %**
			Pedestal Back, 30Wx28-3/8H, for 28-3/8" planning					
		(L)	• Surface Selectio	• Laminate				
		(CORE)	• Laminate Type S	• Core Laminates				
		118	• Laminate Finish	• LAM: Bright White (Limited Availability)				
		Tag: PRIVATE OFFICE						
10	**1**		**RSD1082**	**1,365.00**	**1,365.00**	**441.30**	**441.30**	**67.67 %**
			Worksurface, Rectangular, 108Wx24Dx1-1/2H					
		N	• Grommet Option	• No Grommet				
		~	• auto	• No grommet finish necessary				
		(L)	• Top Finish Type	• TOP: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		124	• Laminate Finish	• LAM: Medium Cherry (Limited Availability)				
		124	• Edge Band Finis	• EDGE: Medium Cherry (Limited Availability)				
		Tag: PRIVATE OFFICE						
11	**2**		**RP302K**	**2,340.00**	**4,680.00**	**756.52**	**1,513.04**	**67.67 %**
			Pedestal, File/File, 30Wx23Dx28-3/8H, Flush Base, for 28-3/8" planning					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		114	• Laminate Core F	• LAM: Folkstone Grey (Limited Availability)				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		114	• Front Laminate (	• LAM: Folkstone Grey (Limited Availability)				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Sele	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		S	• Lock Color	• Silver lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						

BOM A

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:47:09 PM
Quote # 238638
Department: **PRIVATE OFFICE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
KNOLL								
12	**3**		**RMDH311R**	**2,467.00**	**7,401.00**	**797.58**	**2,392.74**	**67.67 %**
			Raised Mobile Pedestal, Box/File, 16Wx19Dx22-3/8H					
		(L)	• Case Surface Se	• CASE: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		8Q	• Laminate Core F	• LAM: Folkstone Grey (CP)				
		(L)	• Front Surface Se	• FRONT: Laminate				
		(CORE)	• Laminate Finish	• Core Laminates				
		114	• Front Laminate C	• LAM: Folkstone Grey (Limited Availability)				
		M	• Interior Selectior	• INT: Metal				
		F	• Pull Option Selec	• Bar Pull				
		613	• Pull Finish	• PULL: Silver (Textured)				
		L	• Lock Selection	• Lock Hole Drilled				
		S	• Lock Color	• Silver lock				
		(KEYALIKE)	• Prep for Lock Se	• LOCK: Keyed Alike				
		(LOCK)	• auto	• Specify lock core & key separately				
		Tag: PRIVATE OFFICE						
13	**1**		**752**	**8,213.00**	**8,213.00**	**4,378.35**	**4,378.35**	**46.69 %**
			Ludwig Mies Van der Rohe Krefeld Settee, 57Wx27Dx30H					
		AM	• Leg Finish	• LEG: Medium Cherry				
		~	• Upholstery Optic	• OPT: Standard				
		(K2263)	• Textile Type Sel	• TEX: Infinite (A)				
		K226322	• Infinite Color Sel	• COL: Gunmetal				
		Tag: PRIVATE OFFICE						
SITONIT								
14	**2**		**5652B1.A130**	**573.00**	**1,146.00**	**280.08**	**560.16**	**51.12 %**
			Focus, Side Chair, Mesh Back, Silver Frame, A130 Arm					
		MC1	• Mesh Back Colo	• Black Mesh				
		FABRIC	• Fabric or Leathe	• Fabric Grade Selections				
		~	• CA Technical Bu	• No Selection				
		FG1	• Fabric Grade Se	• Fabric Grade 1				
		SUGAR	• Fabric Grade 1 S	• Sugar Color Selection				
		LICORICE	• Sugar Color Sele	• Sugar Licorice				
		G5	• Glide Option Sel	• Standard Multi-Surface Glide				
		Tag: PRIVATE OFFICE						

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended

Product Subtotal: **$13,190.50**

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:38:02 PM
Quote # 238638
Department: **STORAGE**
PO #
Sales Order #

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	Discount %
OFS								
1	**2**		**1700582-0**	**2,336.00**	**4,672.00**	**1,153.52**	**2,307.04**	**50.62 %**
			Impulse Mobile Ped; 15.625"W X 20.75"D X 25.375"H					
			• Standard Size					
			• Finish Veneer Sienna					
			• Special feature pull					
			• 5-1621MP2 with Cambria Brass Strande pulls(A1K)					
			• Locking					
		Tag: STORAGE						

Product Subtotal: **$2,307.04**

Account Executive: **Brian Ogden**
Job Captain **Lyzette Perez**

Project Designer

BOM C

CITY OF CARSON 3/10/2025
ROBERT LENNOX CITY MANAGER - 3:38:02 PM
Quote # 238638
Department: **CUSTOM GATE**
PO #
Sales Order #

Discount %

Item	Qty	Contract	Product	List Price Unit	List Price Extended	Sell Price Unit	Sell Price Extended	
GMVENDOR								
1	**1**			**17,180.00**	**17,180.00**	**10,737.50**	**10,737.50**	**37.50 %**
			CUSTOM GATE					
			•	• 15'-6"wide gate				
			•	• 36" half door with two 72" panels anchored to the floor with added t				
			•	• Overall gate to be anchored to the floor, installed from wall to wall ir				
			•	• Finish Veneer Sienna				
			•	• Cost includes:				
			•	• 15'-6" gate, transaction tops, field measuring, delivery and installatic				
		Tag: CUSTOM GATE						

Product Subtotal: **$10,737.50**

Account Executive: **Brian Ogden**
Job Captain **Lyzette Perez**

Project Designer

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Roobik Galoosian, Risk Manager CMO Risk Management

Subject: CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT BETWEEN RICHARD AND IMELDA POBLETE AND CITY OF CARSON (CITY COUNCIL)

I. SUMMARY

This is a property damage claim caused by a city-owned tree. Claimants state that drainage from all sinks, showers and toilets overflowed resulting in major flooding of the entire house. It was confirmed through an in-person inspection of the property that the tree roots had contributed to the property damage. Therefore, we respectfully ask that City Council approve the Settlement Agreement.

II. RECOMMENDATION

TAKE the following ACTIONS:

I. APPROVE the Settlement Agreement between RICHARD AND IMELDA POBLETE and City of Carson; and

2. AUTHORIZE City Manager to execute the Agreement.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

This case arises from a property damage incident which occurred on August 12, 2024. Through the years, the roots of a city-owned tree completely obstructed the pipes causing water from all sinks, showers and toilets to flood the claimants' home. As a result of the water damage, the claimants needed to demolish their bathroom, driveway and the cement in their garage as well as replace their flooring. An in-person inspection of the home confirmed that the tree roots were partially responsible for the damage. Staff determined that there was a strong likelihood that the City would be found liable if the case were litigated.

Claimants Richard and Imelda Poblete's settlement demand to the City was presented in closed session on March 18, 2025. Subsequently, our third-party claims adjuster worked with the claimants to reach a final settlement. The City Council is now asked to consider and approve the proposed Settlement Agreement between Claimants Richard and Imelda Poblete and the City, as well as authorize the City Manager to execute the Settlement Agreement on behalf of the City.

V. FISCAL IMPACT

Self-insured liability claims are paid through City's claims trust account and are charged to claims reserves. There is no direct impact to the annual operating budget.

VI. EXHIBITS

1. Settlement Agreement

Attachments

(Imelda Poblete) Settlement Agreement(1062442.4).pdf

EXHIBIT 1

Settlement Agreement

Claimants Imelda Penaranda Poblete and Richard Poblete ("Claimants"), on their own behalf, and City of Carson ("City") hereby enter the following binding and enforceable Settlement Agreement to settle the claims alleged by Claimants in connection with the Claim for Damages or Injury submitted to the City on or about January 14, 2025, assigned claim number 2501-003 ("the Claim"). Claimants and City are collectively referred to as the "Parties" or singularly as a "Party." The Parties hereby agree upon the following terms:

1. **Recitals.** All recitals are true and correct and are incorporated by reference as though fully set forth fully herein.

    a. On or about January 14, 2025, Claimants submitted a Claim for Damages or Injury submitted to the City.

    b. The Claim alleges that on or about August 12, 2024, Claimants' home sustained water damage as a result of tree roots from a City tree damaging the drain pipe ("the Incident"). Claimants' home sustained damage as a result of water damage and subsequent demolition.

    c. The Parties hereto wish to settle and resolve the Claim between each other in its entirety, to avoid the uncertainty and costs of litigation and trial, and to resolve fully and finally all disputes which may exist by and between the Parties concerning the Incident.

2. **Settlement Payment.** Following execution of this Agreement by Claimants, the City of Carson shall pay Claimants the amount of thirty thousand dollars ($30,000.00) (the "Settlement Sum") payable within 30 days of the execution of this Settlement Agreement. The City of Carson shall tender said $30,000.00 in the form of a check payable to "Imelda Penaranda Poblete and Richard Poblete" and delivered to Claimants.

3. **General Release.**

    a. For good and valuable consideration, including, but not limited to, the payment of the Settlement Sum, Claimants, on their own behalf, hereby forever releases, relieves, and discharges the City, its city council members, managers, shareholders, directors, officers, employees, and predecessors, of and from any and all claims, demands, actions, causes of action, suits, debts, sums of money, controversies, damages, obligations, and liabilities of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, that Claimants asserted or could have asserted in connection with the Claim, as well as any matters, causes, or things whatsoever related to the allegations raised in the Claim. Claimants are solely responsible for any and all liens, including medical liens.

    b. All Parties shall waive any costs and/or attorney's fees and other claims against any other Party in connection with the Claim.

    c. All Parties acknowledge and agree that the facts in respect to which the releases in favor of the Parties are given may turn out to be other than or different than expected, and expressly waive any and all benefits and rights granted to them pursuant to Section 1542

of the California Civil Code, with which section all Parties are familiar and which section reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

d. Claimants represent that they have not filed ant complaint(s) and/or charge(s) (other than the Claim referenced) against the City and/or Releasees, arising out of or relating to the allegations set forth in the Claim, with any local, state, or federal agency or court; and that if such agency or court assumes jurisdiction of any complaint or charge against the City and/or the Releasees, whenever filed, the Claimants will take all necessary and further steps to withdraw and dismiss the matter forthwith.

e. The Parties acknowledge and agree that this Agreement is a settlement of disputed claims. Neither the fact that the Parties have settled nor the terms of this Agreement shall be construed in any manner as an admission of any liability by the City and/or the Releasees, including the City's attorneys, all of whom have consistently taken the position that they have no liability whatsoever.

f. The Claimants warrant that they have made no assignment, and will make no assignment, of any claim, cause of action, right of action or any right of any kind whatsoever, embodied in any of the claims and allegations referred to herein, and that no other person or entity of any kind had or has any interest in any of the demands, obligations, actions, causes of action, debts, liabilities, rights, contracts, damages, attorney's fees, costs, expenses, losses or claims referred to herein.

g. This Agreement, and all the terms and provisions hereof, shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

h. The Release is a release of ALL claims, demands, causes of action, obligations, damages, and liabilities related to the Incident of any nature whatsoever that are described in the Release and is intended to encompass all known and unknown, foreseen and unforeseen claims that the Claimants may have as a result of the Incident.

4. Signatures.

a. This Settlement Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Settlement Agreement and all of which, when taken together, will be deemed to constitute one and the same Settlement Agreement.

b. This exchange of copies of this Settlement Agreement and of signature pages by facsimile or electronic (pdf.) transmission shall constitute effective execution and delivery of this Settlement Agreement for all purposes. Signatures of the Parties transmitted by facsimile or pdf. shall be deemed to be their original signatures for any purpose whatsoever.

5. Authority to Enter Settlement.

a. Each individual executing this Settlement Agreement on behalf of an entity warrants that

he or she has authority to do so.

b. This Agreement is an important legal document and in all respects has been voluntarily and knowingly executed by the Parties hereto. The Parties specifically represent that prior to signing this Agreement they have been provided a reasonable period of time within which to consider whether to accept this Agreement. The Parties further represent that they have each carefully read and fully understand all the provisions of this Agreement, and that they are voluntarily, knowingly, and without coercion entering into this Agreement based upon their own judgment.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the dates set forth below.

March _____, 2025

Imelda Penaranda Poblete

By:_____
Imelda Penaranda Poblete,
Claimant

March _____, 2025

Richard Poblete

By:_____
Richard Poblete,
Claimant

March _____, 2025

David Roberts

By:_____
David Roberts, City Manager
CITY OF CARSON

ALESHIRE & WYNDER, LLP

March _____, 2025

By:_____
Michelle Villarreal,
Attorney for City,
CITY OF CARSON
Approved as to Form only

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

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

Subject: ADOPT RESOLUTION NO. 25-020 ADOPTING THE CITY OF CARSON 2024 LOCAL HAZARD MITIGATION PLAN (LHMP) AND AMENDING THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S LOCAL HAZARD MITIGATION PLAN 2024 IN ACCORDANCE WITH ASSEMBLY BILL 2140 (CITY COUNCIL)

I. SUMMARY

The City of Carson develops, reviews, and submits its Local Hazard Mitigation Plans every five years to the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA). These plans undergo review at each level before being approved for adoption at the local level. CalOES and FEMA have approved the City's 2024 Local Hazard Mitigation Plan (LHMP) pending the City Council's adoption of the plan. In addition, through Assembly Bill No. 2140, the City is eligible for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved LHMP into the Safety Element of its General Plan.

Staff recommends that the City Council adopt Resolution No. 25-020, recognizing the City of Carson's Local Hazard Mitigation Plan as approved by CalOES and FEMA, and amending the Safety Element of the General Plan to incorporate the 2024 Local Hazard Mitigation Plan, in accordance with Assembly Bill 2140.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-020, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE 2024 LOCAL HAZARD MITIGATION PLAN FOR THE CITY OF CARSON AND AMENDING THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S 2024 LOCAL HAZARD MITIGATION PLAN IN ACCORDANCE WITH ASSEMBLY BILL 2140."

III. ALTERNATIVES

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

IV. BACKGROUND

In 2000, Congress passed the Disaster Mitigation Act (DMA 2000), which mandates that local governments reduce risks from natural hazards through mitigation planning to be eligible for FEMA funding before and after a disaster. A Local Hazard Mitigation Plan (LHMP) identifies potential risks and vulnerabilities while outlining long-term strategies to protect people, property, and the environment.

The goal of the LHMP is to establish and adopt pre-disaster mitigation measures that reduce property damage and the risks to public health and safety posed by natural hazards. The plan includes steps to mitigate or eliminate long-term risks to human life and property, as defined by FEMA. This includes hazard identification, impact and vulnerability assessments, setting mitigation goals, and selecting and prioritizing mitigation strategies for implementation. The LHMP also documents the planning process, identifies the hazards and vulnerabilities specific to the City, and outlines strategies to reduce these risks while improving resilience and sustainability.

Local Hazard Mitigation Plans must be updated every five years to remain eligible for certain grant funds, in line with the federal Disaster Mitigation Act of 2000 (Public Law 106-390). In addition, through Assembly Bill No. 2140, California counties and cities are to be considered for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved local hazard mitigation plans (LHMPs) into the Safety Element of their General Plan.

Staff recommends that the City Council adopt Resolution No. 25-020, recognizing the City of Carson Local Hazard Mitigation Plan as approved by the California Governor's Office of Emergency Services (Cal OES) and the Federal Emergency Management Agency (FEMA), and amend the Safety Element of the General Plan to include the City's 2024 Local Hazard Mitigation Plan, in compliance with Assembly Bill 2140. On March 25, 2025, consistent with law and after a duly noticed public hearing, the City's Planning Commission recommended that the City Council approve the proposed amendment to the Safety Element of the General Plan to include the City's 2024 Local Hazard Mitigation Plan.

V. FISCAL IMPACT

The recommended action will not have any direct fiscal impact on the City's General Fund. Adopting the LHMP will make the City eligible for FEMA's pre- and post-disaster mitigation funding.

VI. EXHIBITS

1. Resolution No. 25-020
2. FEMA Approval Letter to City of Carson (January 27, 2025)
3. APA Local Hazard Mitigation Plan (LHMP)
4. Amendment to the Safety Element of the General Plan
5. AB 2140 Fact Sheet

Attachments

Resolution No. 25-020 LHMP.pdf

FEMA Approval Letter to City of Carson.pdf

APA 2024 Local Hazard Mitigation Plan.pdf

Safety Plan Element (Carson GP_Adopted 041023 (fixed 083123).pdf

AB 2140 fact sheet_2024 update.pdf

RESOLUTION NO. 25-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING THE 2024 LOCAL HAZARD MITIGATION PLAN FOR THE CITY OF CARSON AND AMENDING THE SAFETY ELEMENT OF THE GENERAL PLAN TO INCORPORATE THE CITY'S 2024 LOCAL HAZARD MITIGATION PLAN IN ACCORDANCE WITH ASSEMBLY BILL 2140

WHEREAS, the City of Carson recognizes the threat that natural and human-induced hazards pose to people and property within our community; and

WHEREAS, undertaking hazard mitigation actions will reduce the potential harm to people and property from future hazard occurrences; and

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

WHEREAS, an adopted Local or Multi-Jurisdictional Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple Federal Emergency Management Agency (FEMA) pre- and post-disaster mitigation grant programs; and

WHEREAS, the City fully participated in the FEMA-prescribed mitigation planning process to prepare this local hazard mitigation plan with the City of Carson and Special Districts along with other stakeholders; and

WHEREAS, the California Office of Emergency Services and Federal Emergency Management Agency, Region IX officials have reviewed the 2024 Local Hazard Mitigation Plan and approve it contingent upon this official adoption of the participating governing body; and

WHEREAS, passed in 2006, AB 2140 allows California counties and cities to adopt their current, FEMA-approved 2024 Local Hazard Mitigation Plan into the Safety Element of their General Plans. This adoption makes the county or city eligible to be considered for part or all its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act (CDAA); and

WHEREAS, to obtain compliance with AB 2140 and to be considered for future funding through the CDAA, the City Council amends Safety Element, of the 2040 General Plan; and

WHEREAS, adoption of a minor amendment to the Safety Element of the General Plan will not result in a significant negative impact to the environment and is exempt from

environmental review per Sections 15060(c)(2) and 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, on March 25, 2025, at a duly noticed public hearing, the City's Planning Commission considered City's adoption of this Resolution No . 25-020 and recommended that the City Council approve the same.

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

SECTION 1. The foregoing recitals are adopted as findings of the City Council as though set forth fully herein.

SECTION 2. Approve the City of Carson 2024 Local Mitigation Hazard Plan, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "A."

SECTION 3. Approve the amendment to the 2040 General Plan, Safety Element, a copy of which is attached hereto and incorporated herein by this reference as Exhibit "B."

SECTION 4. Direct staff to submit this Resolution to the California Office of Emergency Services and FEMA Region IX officials to enable the plan's final approval in accordance with the requirements of the Disaster Mitigation Act of 2000 and to establish conformance with the requirement of AB 2140.

SECTION 5. The City Manager and City Clerk, or their designees, 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 6. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

SECTION 7. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 8. This Resolution shall be effective immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 1st day of April, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

2024 Local Mitigation Hazard Plan

See Attached

EXHIBIT “B”

Amendment to 2040 General Plan, Safety Element

See Attached

U.S. Department of Homeland Security
FEMA Region 9
1111 Broadway, Suite 1200
Oakland, CA 94607-4052

FEMA

January 27, 2025

Nora Garcia
Emergency Services Manager
City of Carson
701 E Carson Street
Carson, CA 90745

Dear Nora Garcia:

The Federal Emergency Management Agency (FEMA) has completed its review of the *City of Carson Hazard Mitigation Plan 2024* and has determined that this plan is eligible for final approval pending its adoption by the City of Carson.

Formal adoption documentation must be submitted to FEMA Region 9 within one calendar year of the date of this letter, or the entire plan must be updated and resubmitted for review. FEMA will approve the plan upon receipt of the documentation of formal adoption.

If you have any questions regarding the planning or review processes, please contact the FEMA Region 9 Hazard Mitigation Planning Team at fema-r9-mitigation-planning@fema.dhs.gov.

Sincerely,

For
Alison Kearns
Planning and Implementation Branch Chief
Mitigation Division
FEMA Region 9

Enclosure (1)
City of Carson Plan Review Tool, dated January 27, 2025

cc:
Robyn Fennig, State Hazard Mitigation Officer, California Governor's Office of Emergency Services
Victoria LaMar-Haas, Hazard Mitigation Planning Chief, California Governor's Office of Emergency Services

Local Mitigation Plan Review Tool

Cover Page

The Local Mitigation Plan Review Tool (PRT) demonstrates how the local mitigation plan meets the regulation in 44 CFR § 201.6 and offers states and FEMA Mitigation Planners an opportunity to provide feedback to the local governments, including special districts.

1. The Multi-Jurisdictional Summary Sheet is a worksheet that is used to document how each jurisdiction met the requirements of the plan elements (Planning Process; Risk Assessment; Mitigation Strategy; Plan Maintenance; Plan Update; and Plan Adoption).
2. The Plan Review Checklist summarizes FEMA's evaluation of whether the plan has addressed all requirements.

For greater clarification of the elements in the Plan Review Checklist, please see Section 4 of this guide. Definitions of the terms and phrases used in the PRT can be found in Appendix E of this guide.

Plan Information	
Jurisdiction(s)	City of Carson
Title of Plan	City of Carson Hazard Mitigation Plan 2024
New Plan or Update	Update
Single- or Multi-Jurisdiction	Single-jurisdiction
Date of Plan	12/24/2024
Local Point of Contact	
Title	Nora Garcia, Emergency Services Manager
Agency	City of Carson
Address	701 E Carson Street Carson, CA 90745
Phone Number	Click or tap here to enter text.
Email	ngarcia@carsonca.gov

Additional Point of Contact	
Title	Stephanie Cardona, Emergency Management Specialist
Agency	City of Carson
Address	Click or tap here to enter text.
Phone Number	Click or tap here to enter text.
Email	scardona@carsonca.gov

Review Information	
State Review	
State Reviewer(s) and Title	Jody Newton, Community Planner
State Review Date	First review 7/16/2024 Second review 12/13/2024
FEMA Review	
FEMA Reviewer(s) and Title	Avery M Frank, Community Planner
Date Received in FEMA Region	12/24/2024
Plan Not Approved	Click or tap to enter a date.
Plan Approvable Pending Adoption	1/27/2025
Plan Approved	Click or tap to enter a date.

Plan Review Checklist

The Plan Review Checklist is completed by FEMA. States and local governments are encouraged, but not required, to use the PRT as a checklist to ensure all requirements have been met prior to submitting the plan for review and approval. The purpose of the checklist is to identify the location of relevant or applicable content in the plan by element/sub-element and to determine if each requirement has been "met" or "not met." FEMA completes the "required revisions" summary at the bottom of each element to clearly explain the revisions that are required for plan approval. Required revisions must be explained for each plan sub-element that is "not met." Sub-elements in each summary should be referenced using the appropriate numbers (A1, B3, etc.), where applicable. Requirements for each element and sub-element are described in detail in Section 4: Local Plan Requirements of this guide.

Plan updates must include information from the current planning process.

If some elements of the plan do not require an update, due to minimal or no changes between updates, the plan must document the reasons for that.

Multi-jurisdictional elements must cover information unique to all participating jurisdictions.

Element A: Planning Process

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
A1. Does the plan document the planning process, including how it was prepared and who was involved in the process for each jurisdiction? (Requirement 44 CFR § 201.6(c)(1))		
A1-a. Does the plan document how the plan was prepared, including the schedule or time frame and activities that made up the plan's development, as well as who was involved?	Activities: - Section 2 Planning Process Schedule: - Pg. 9-10 Who: - Table 2 Hazard Mitigation Planning Team Members - Appendix A	Met

Element A Requirements	Location in Plan (section and/or page number)	Met / Not Met
A1-b. Does the plan list the jurisdiction(s) participating in the plan that seek approval, and describe how they participated in the planning process?	Jurisdiction: - Section 2 Planning Process	Met
A2. Does the plan document an opportunity for neighboring communities, local and regional agencies involved in hazard mitigation activities, and agencies that have the authority to regulate development as well as businesses, academia, and other private and non-profit interests to be involved in the planning process? (Requirement 44 CFR § 201.6(b)(2))		
A2-a. Does the plan identify all stakeholders involved or given an opportunity to be involved in the planning process, and how each stakeholder was presented with this opportunity? - Local and regional agencies - Agencies that can regulate development - Neighboring communities - Business, academia, and other private orgs - Non-profit and community-based orgs	Stakeholders: - Table 3 Community Stakeholders by Group How: - Pg. 15	Met
A3. Does the plan document how the public was involved in the planning process during the drafting stage and prior to plan approval? (Requirement 44 CFR § 201.6(b)(1))		
A3-a. Does the plan document how the public was given the opportunity to be involved in the planning process and how their feedback was included in the plan?	Public participation: - Section C Public Participation How: - Pg. 13	Met
A4. Does the plan describe the review and incorporation of existing plans, studies, reports, and technical information? (Requirement 44 CFR § 201.6(b)(3))		
A4-a. Does the plan document what existing plans, studies, reports and technical information were reviewed for the development of the plan, as well as how they were incorporated into the document?	Existing information: - Pg. 20-21	Met

ELEMENT A REQUIRED REVISIONS
Required Revision: Click or tap here to enter text.

Element B: Risk Assessment

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B1. Does the plan include a description of the type, location, and extent of all natural hazards that can affect the jurisdiction? Does the plan also include information on previous occurrences of hazard events and on the probability of future hazard events? (Requirement 44 CFR § 201.6(c)(2)(i))		
B1-a. Does the plan describe all natural hazards that can affect the jurisdiction(s) in the planning area, and does it provide the rationale if omitting any natural hazards that are commonly recognized to affect the jurisdiction(s) in the planning area?	Natural hazards: - Table 8 Hazard Profile Descriptions Omission: - N/A	Met
B1-b. Does the plan include information on the location of each identified hazard?	Drought: - Pg. 62 Earthquake: - Pg. 79 - Figure 23 Extreme heat: - Pg. 122 Extreme cold: - Pg. 142	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
	Flood: - Figure 56 Hail: - Pg. 185 High winds: - Pg. 195 Hurricane: - Pg. 208 Landslide: - Pg. 237 Land subsidence: - Pg. 247 Severe storm: - Pg. 273 Tornado: - Pg. 284 Tsunami: - Pg. 298 Wildfire: - Pg. 320	
B1-c. Does the plan describe the extent for each identified hazard?	Drought:	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
	- Pg. 64-66 Earthquake: - Pg. 80-85 Extreme heat: - Pg. 122-129 Extreme cold: - Pg. 142-145 Flood: - Pg. 156-161 Hail: - Pg. 185-186 High winds: - Pg. 195-196 Hurricane: - Pg. 209-210 Landslide: - Pg. 238-240 Subsidence: - Pg. 247-248 Severe storm: - Pg. 273-276	

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
	Tornado: - Pg. 285-287 Tsunami: - Pg. 298-300 Wildfire: - Pg. 320-324	
B1-d. Does the plan include the history of previous hazard events for each identified hazard?	Historic occurrences: - Table 9-10	Met
B1-e. Does the plan include the probability of future events for each identified hazard? Does the plan describe the effects of future conditions, including climate change (e.g., long-term weather patterns, average temperature and sea levels), on the type, location and range of anticipated intensities of identified hazards?	Methodology: - Table 101 Drought: - Pg. 70-71 Earthquake: - Pg. 89-90 Extreme heat: - Pg. 131-132 Extreme cold: - Pg. 147 Flood: - Pg. 163 Hail:	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
	- Pg. 189 High winds: - Pg. 201 Hurricane: - Pg. 213-214 Landslide: - Pg. 242 Subsidence: - Pg. 249 Severe storm: - Pg. 278-279 Tornado: - Pg. 290 Tsunami: - Pg. 302 Wildfire: - Pg. 326	
B1-f. For participating jurisdictions in a multi-jurisdictional plan, does the plan describe any hazards that are unique to and/or vary from those affecting the overall planning area?	N/A	N/A
B2. Does the plan include a summary of the jurisdiction's vulnerability and the impacts on the community from the identified hazards? Does this summary also address NFIP-insured structures that have been repetitively damaged by floods? (Requirement 44 CFR § 201.6(c)(2)(ii))		

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
B2-a. Does the plan provide an overall summary of each jurisdiction's vulnerability to the identified hazards? - People - Structures - Systems - Resources - Activities	Overall Vulnerability: - Section t) Hazard Vulnerability Summary Drought: - Pg. 72-78 Earthquake: - Pg. 93-119 Extreme heat: - Pg. 134-139 Extreme cold: - Pg. 148-152 Flood: - Pg. 170-183 Hail: - Pg. 189-192 High winds: - Pg. 202-207 Hurricane: - Pg. 215-218 Landslide: - Pg. 242-244	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
	Subsidence: - Pg. 249-251 Severe storm: - Pg. 279-283 Tornado: - Pg. 291-296 Tsunami: - Pg. 303-308 Wildfire: - Pg. 327-333	
B2-b. For each participating jurisdiction, does the plan describe the potential impacts of each of the identified hazards on each participating jurisdiction? - Climate change - Changes in population patterns - Changes in land use and development	Drought: - Pg. 72-78 Earthquake: - Pg. 93-119 Extreme heat: - Pg. 134-139 Extreme cold: - Pg. 148-152 Flood: - Pg. 170-183 Hail:	Met

Element B Requirements	Location in Plan (section and/or page number)	Met / Not Met
	- Pg. 189-192 High winds: - Pg. 202-207 Hurricane: - Pg. 215-218 Landslide: - Pg. 242-244 Subsidence: - Pg. 249-251 Severe storm: - Pg. 279-283 Tornado: - Pg. 291-296 Tsunami: - Pg. 303-308 Wildfire: - Pg. 327-333	
B2-c. Does the plan address NFIP-insured structures within each jurisdiction that have been repetitively damaged by floods?	Repetitive loss: - Pg. 169-170	Met

ELEMENT B REQUIRED REVISIONS
Required Revision: Click or tap here to enter text.

Element C: Mitigation Strategy

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
C1. Does the plan document each participant's existing authorities, policies, programs and resources and its ability to expand on and improve these existing policies and programs? (Requirement 44 CFR § 201.6(c)(3))		
C1-a. Does the plan describe how the existing capabilities of each participant are available to support the mitigation strategy? Does this include a discussion of the existing building codes and land use and development ordinances or regulations?	Existing capabilities: - Pg. 390-406 Building codes: - Pg. 401	Met
C1-b. Does the plan describe each participant's ability to expand and improve the identified capabilities to achieve mitigation?	Expand or improve: - Pg. 406	Met
C2. Does the plan address each jurisdiction's participation in the NFIP and continued compliance with NFIP requirements, as appropriate? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C2-a. Does the plan contain a narrative description or a table/list of their participation activities?	Adoption of NFIP: - Pg. 165 Adoption of FIRM: - Pg. 165 Implementation: - Pg. 165 Designee: - Pg. 165 Substantial damage/improvement: - Pg. 170	Met
C3. Does the plan include goals to reduce/avoid long-term vulnerabilities to the identified hazards? (Requirement 44 CFR § 201.6(c)(3)(i))		
C3-a. Does the plan include goals to reduce the risk from the hazards identified in the plan?	Goals: - Pg. 356-357	Met
C4. Does the plan identify and analyze a comprehensive range of specific mitigation actions and projects for each jurisdiction being considered to reduce the effects of hazards, with		

Element C Requirements	Location in Plan (section and/or page number)	Met / Not Met
emphasis on new and existing buildings and infrastructure? (Requirement 44 CFR § 201.6(c)(3)(ii))		
C4-a. Does the plan include an analysis of a comprehensive range of actions/projects that each jurisdiction considered to reduce the impacts of hazards identified in the risk assessment?	Comprehensive range of actions: - Pg. 357-382	Met
C4-b. Does the plan include one or more action(s) per jurisdiction for each of the hazards as identified within the plan's risk assessment?	Actions: - Pg. 357-382	Met
C5. Does the plan contain an action plan that describes how the actions identified will be prioritized (including a cost-benefit review), implemented, and administered by each jurisdiction? (Requirement 44 CFR § 201.6(c)(3)(iv)); (Requirement §201.6(c)(3)(iii))		
C5-a. Does the plan describe the criteria used for prioritizing actions?	Prioritization: - Pg. 359	Met
C5-b. Does the plan provide the position, office, department or agency responsible for implementing/administrating the identified mitigation actions, as well as potential funding sources and expected time frame?	Responsible party: - Pg. 357-382 Funding: - Pg. 357-382	Met
ELEMENT C REQUIRED REVISIONS		
Required Revision**:** Click or tap here to enter text.		

Element D: Plan Maintenance

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D1. Is there discussion of how each community will continue public participation in the plan maintenance process? (Requirement 44 CFR § 201.6(c)(4)(iii))		
D1-a. Does the plan describe how communities will continue to seek future public participation after the plan has been approved?	Future participation: - Pg. 407	Met

Element D Requirements	Location in Plan (section and/or page number)	Met / Not Met
D2. Is there a description of the method and schedule for keeping the plan current (monitoring, evaluating and updating the mitigation plan within a five-year cycle)? (Requirement 44 CFR § 201.6(c)(4)(i))		
D2-a. Does the plan describe the process that will be followed to track the progress/status of the mitigation actions identified within the Mitigation Strategy, along with when this process will occur and who will be responsible for the process?	Progress/status: - Pg. 408-409 -	Met
D2-b. Does the plan describe the process that will be followed to evaluate the plan for effectiveness? This process must identify the criteria that will be used to evaluate the information in the plan, along with when this process will occur and who will be responsible.	Effectiveness: - Pg. 408-409	Met
D2-c. Does the plan describe the process that will be followed to update the plan, along with when this process will occur and who will be responsible for the process?	Update: - Pg. 408-409	Met
D3. Does the plan describe a process by which each community will integrate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate? (Requirement 44 CFR § 201.6(c)(4)(ii))		
D3-a. Does the plan describe the process the community will follow to integrate the ideas, information and strategy of the mitigation plan into other planning mechanisms?	Integration: - Pg. 392	Met
D3-b. Does the plan identify the planning mechanisms for each plan participant into which the ideas, information and strategy from the mitigation plan may be integrated?	Mechanisms: - Pg. 392-399	Met
D3-c. For multi-jurisdictional plans, does the plan describe each participant's individual process for integrating information from the mitigation strategy into their identified planning mechanisms?	N/A	N/A

ELEMENT D REQUIRED REVISIONS
Required Revision: Click or tap here to enter text.

Element E: Plan Update

Element E Requirements	Location in Plan (section and/or page number)	Met / Not Met
E1. Was the plan revised to reflect changes in development? (Requirement 44 CFR § 201.6(d)(3))		
E1-a. Does the plan describe the changes in development that have occurred in hazard-prone areas that have increased or decreased each community's vulnerability since the previous plan was approved?	Changes in development: - Table 120	Met
E2. Was the plan revised to reflect changes in priorities and progress in local mitigation efforts? (Requirement 44 CFR § 201.6(d)(3))		
E2-a. Does the plan describe how it was revised due to changes in community priorities?	Changes in priorities: - Pg. 9	Met
E2-b. Does the plan include a status update for all mitigation actions identified in the previous mitigation plan?	Status of previous actions: - Table 122	Met
E2-c. Does the plan describe how jurisdictions integrated the mitigation plan, when appropriate, into other planning mechanisms?	Previous integration: - Pg. 392	Met
ELEMENT E REQUIRED REVISIONS		
Required Revision: Click or tap here to enter text.		

Element F: Plan Adoption

Element F Requirements	Location in Plan (section and/or page number)	Met / Not Met
F1. For single-jurisdictional plans, has the governing body of the jurisdiction formally adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		

Element F Requirements	Location in Plan (section and/or page number)	Met / Not Met
F1-a. Does the participant include documentation of adoption?	Plan is under review	Not Met
F2. For multi-jurisdictional plans, has the governing body of each jurisdiction officially adopted the plan to be eligible for certain FEMA assistance? (Requirement 44 CFR § 201.6(c)(5))		
F2-a. Did each participant adopt the plan and provide documentation of that adoption?	Click or tap here to enter text.	Choose an item.
ELEMENT F REQUIRED REVISIONS		
Required Revision: F1-a: After receiving official approvable pending adoption correspondence from the FEMA Region 9 Office please send a signed adoption resolution to FEMA-R9-MITIGATION-PLANNING fema-r9-mitigation-planning@fema.dhs.gov for final plan approval.		

Element G: High Hazard Potential Dams (Optional)

HHPD Requirements	Location in Plan (section and/or page number)	Met / Not Met
HHPD1. Did the plan describe the incorporation of existing plans, studies, reports and technical information for HHPDs?		
HHPD1-a. Does the plan describe how the local government worked with local dam owners and/or the state dam safety agency?	Click or tap here to enter text.	Choose an item.
HHPD1-b. Does the plan incorporate information shared by the state and/or local dam owners?	Click or tap here to enter text.	Choose an item.
HHPD2. Did the plan address HHPDs in the risk assessment?		
HHPD2-a. Does the plan describe the risks and vulnerabilities to and from HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD2-b. Does the plan document the limitations and describe how to address deficiencies?	Click or tap here to enter text.	Choose an item.

HHPD Requirements	Location in Plan (section and/or page number)	Met / Not Met
HHPD3. Did the plan include mitigation goals to reduce long-term vulnerabilities from HHPDs?		
HHPD3-a. Does the plan address how to reduce vulnerabilities to and from HHPDs as part of its own goals or with other long-term strategies?	Click or tap here to enter text.	Choose an item.
HHPD3-b. Does the plan link proposed actions to reducing long-term vulnerabilities that are consistent with its goals?	Click or tap here to enter text.	Choose an item.
HHPD4-a. Did the plan include actions that address HHPDs and prioritize mitigation actions to reduce vulnerabilities from HHPDs?		
HHPD4-a. Does the plan describe specific actions to address HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD4-b. Does the plan describe the criteria used to prioritize actions related to HHPDs?	Click or tap here to enter text.	Choose an item.
HHPD4-c. Does the plan identify the position, office, department or agency responsible for implementing and administering the action to mitigate hazards to or from HHPDs?	Click or tap here to enter text.	Choose an item.

HHPD Required Revisions
Required Revision**:** Click or tap here to enter text.

Element H: Additional State Requirements (Optional)

Element H Requirements	Location in Plan (section and/or page number)	Met / Not Met
This space is for the State to include additional requirements.		
Click or tap here to enter text.	Click or tap here to enter text.	Choose an item.

Plan Assessment

These comments can be used to help guide your annual/regularly scheduled updates and the next plan update.

Element A. Planning Process

Strengths

- Table 1 Barriers to Equitable Outreach is a useful tool for understanding the challenges that exist and creating helpful solutions. For example, the table discusses hosting meetings in accessible locations or providing transportation vouchers to make attendance less of a burden. This table helps to strengthen the plan by documenting solutions to challenges that may arise in future plan updates.
- Table 3 Community Stakeholders by Group helps to strengthen the plan by including a column that identifies the stakeholder type based on the 5 stakeholder categories found in the FEMA Local Planning Policy Guide.
- The plan documents a well thought out public engagement strategy that is backed by peer reviewed research. The plan acknowledges that no public outreach strategy is perfect but the virtual engagement method the planning team chose worked well for their community. Additionally, the plan documents encouraging survey participation by offering a $50 Amazon gift card to randomly selected participants.
- The plan documents numerous existing plans, studies, and reports that were incorporated into the development of the plan. This includes both data sources and peer reviewed research articles. For example, the plan noted Disaster Racism, Using Black Sociology, Critical Race Theory and History to Understand Racial Disparity to Disaster in the United States, October 2021 which demonstrates a commitment to incorporating equity into the City of Carson's planning process.

Opportunities for Improvement

- [insert comments]

Element B. Risk Assessment

Strengths

- The plan includes a tree cover map which helps to further illustrate areas within the City of Carson that are at an increased risk of extreme heat. This helps to strengthen the plan by analyzing extreme heat occurrences through both temperature and the physical environment.
- The plan includes a description of each flood zone with potential inundation depths where appropriate. This helps to strengthen the plan by providing additional context as to the anticipated range of intensities for a flood event.
- The plan includes general descriptors (likely, highly likely, etc.) for probability along with the methodology used to determine these categories. The plan additionally includes a narrative that further expands upon these descriptions and considers climate change factors. This helps to

strengthen the plan by providing additional context as well as climate change considerations for assessing the probability of future hazard events.

- The plan provides an example of how drought conditions have negatively impacted underserved/vulnerable communities in the City of Carson. This example helps to strengthen the plan by providing additional context as to how hazards affect communities disproportionately and provides the rationale for targeted mitigation actions in certain neighborhoods or areas within the City of Carson.
- The plan effectively summarized the HAZUS data to provide a narrative of potential impacts. This helps to strengthen the plan by taking vital data and making it easily accessible to the public.

- Figure 57 CITY OF CARSON FLOOD HAZARD AREAS (2021) & CDC SOCIAL VULNERABILITY INDEX (2020) is a useful tool for analyzing the social vulnerability of neighborhoods impacted by potential flooding. This tool helps to strengthen the plan by providing a visual component to the risk analysis that helps with reader comprehension and interpretation of the data.

Opportunities for Improvement

- The plan documents each natural hazard as affecting the entirety of the planning area with no specific location information provided for the majority of hazards. Although this meets the minimum requirement it can be strengthened to increase the overall understanding of how each potential hazard interacts with the planning area.

  For instance, there are free maps available for hazards such as landslide and subsidence provided by USGS that indicate there are very specific areas within the planning area that are susceptible to these hazards.

  If the planning team feels all hazards pose an equal threat to the planning area, consider including a rational or additional data in future plan updates to support this determination. Additionally in future plan updates consider analyzing specific areas that are at a higher risk for a hazard event. Consider using tools such as:
  - California Tsunami Maps
  - Subsiding Areas in California | USGS California Water Science Center
  - U.S. Landslide Inventory and Susceptibility
  - Wildland Urban Interface: 2020 (Map Service) | U.S. Forest Service - Geospatial Data Discovery
  - U.S. Quaternary Faults
  - Map | National Risk Index

- Consider in future plan updates building upon the successful practice of including scientific scales to express extent by relating those scale back to the planning area. For example, the plan uses several scientific scales to express the full range of intensities that could be experienced in an extreme heat event. The plan could be strengthened by including the anticipated range of intensities that the City of Carson could experience in an extreme heat event. The Heat Index that is provided in the plan contains temperatures that are higher than what would realistically be

expected in the City of Carson which is why it is important to relate this information back to the planning area.

- In future plan updates consider building upon the successful practice of conducting a vulnerability and impact analysis by providing additional details that are specific to the City of Carson. The plan can be enhanced by including an asset inventory of the critical infrastructure, lifelines, and other assets within the community. The asset inventory can be specific to each hazard or overall for the planning area. Google My Maps is a free tool that can be very useful when conducting asset mapping for your community if GIS capabilities are limited. An asset inventory helps to strengthen the plan by providing specific details as to the people and places most at risk.

  Additionally, the plan can be strengthened by adding more details about changes in population patterns and land use and development trends. The plan discusses these topics, but they can be expanded upon by noting any major development projects that are occurring or scheduled to occur, any changes in population patterns such as where people are moving to or moving from within the city, and how these changes are affecting the impacts from a potential hazard event.

Element C. Mitigation Strategy

Strengths

- The plan includes a comprehensive range of actions that shows consideration for the risk analysis. For example, several of the natural hazards in the vulnerabilities and impacts analysis were ranked as low due impart to a changing climate and forward thinking acknowledging these hazards are not an issue now but will be in the future. Mitigation actions for many of these hazards are captured in thoughtful multi-hazard activities that seek to educate the community and build partnerships where appropriate to mitigate future risk.

Opportunities for Improvement

- [insert comments]

Element D. Plan Maintenance

Strengths

- The plan documents a continued public involvement process that includes various opportunities for engagement. These include Senior Preparedness events, All Hazard Community Training, Fire Safety Training, School presentations- and virtual solicitation via social media. This is an effective strategy for socializing the plan and ensuring the public has a continued opportunity to engage with the plan over its lifecycle.
- The plan acknowledges challenges with plan integration in the past and creates a strategy for future plan integration. This helps to strengthen the plan by improving and building upon the resources and capabilities available to the City of Carson.

Opportunities for Improvement

- Consider in future plan updates building upon the successful practice of evaluating the plan for effectiveness by including more details about the criteria used for this evaluation. This will help to strengthen the plan by documenting the iterative process that is occurring during the 5-year update cycle.

Element E. Plan Update

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element G. HHPD Requirements (Optional)

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

Element H. Additional State Requirements (Optional)

Strengths

- [insert comments]

Opportunities for Improvement

- [insert comments]

7

Community Services, Education, and Safety

The Community Services, Education, and Safety Element seeks to enhance the quality of life of Carson residents and promote a healthy and livable community. Public parks, public facilities, and recreational and cultural programming provide spaces for neighborly interaction and healthy living. Schools, libraries, and educational programs build informed citizens and cater to needs of all ages. Public safety services like police and fire keep the populace safe. Identification and mitigation of environmental safety concerns, like seismic and geologic hazards, fire hazards, and hazardous materials and operations are important to maintaining a safe and healthy city. Given Carson's history and continued presence of heavy industry, including oil extraction and refinement, it is critical that investments in public services and facilities are made wisely and in response to the City's existing and future needs.

This element establishes a framework to maintain and enhance public services and address hazards that affect the community, and provides for the addition of the services and facilities that ensure Carson residents' high quality of life. Other elements within the General Plan that can be referenced in tandem with this chapter include:

- **Chapter 5:** Recreation and Active Lifestyle contains information regarding community services, including parks, recreation, and community facilities.
- **Chapter 6:** Community Health and Environmental Justice contains additional information regarding public health and hazard impacts, especially to disadvantaged communities.
- **Chapter 8:** Open Space and Environmental Conservation contains other environmental factors that affect the city, including air quality, utilities, and greenhouse gas and climate impact strategies.

Where policies and actions found elsewhere in the plan are related to the achievement of the goals in this chapter, connections are cross-referenced.

The Community Services, Education, and Safety Element outlines policies to enhance the quality of life and improve safety for Carson residents such that they:

- Sustain and improve the community's social, economic, aesthetic, and environmental health;
- Promote a safe and healthy environment;
- Identify and mitigate hazards facing the community;
- Enhance Carson's environmental quality; and
- Support community facilities and education opportunities for all residents.

RELATIONSHIP TO STATE LAW

State law under Government Code Section 65302(g) requires general plans to include a safety element to identify and address hazards for the protection of the community. In accordance with State law, this chapter addresses seismic and geologic-related hazards, flood hazards, wildland and fire hazards, evacuation routes, and other hazardous materials.

RELATIONSHIP TO NATURAL HAZARD MITIGATION ACTION PLAN

In accordance with the Disaster Mitigation Act of 2000, the City adopted a Natural Hazards Mitigation Plan[1] in 2013 which includes resources and information to assist residents, public and private sector organizations, and others interested in participating in planning for natural, man-made, and technological hazards. The Mitigation Plan provides a list of activities that may assist the City in reducing risk and preventing loss from future hazard events, as well as identifies essential facilities (facilities vital to government response and recovery activities) and critical facilities (facilities that, if damaged, could cause secondary impacts, such as hazardous materials facilities) to increase preparedness. The action items address multi-hazard issues, as well as activities for earthquake, flood, and windstorm. While the General Plan provides an overview of the environmental and anthropogenic hazards that affect Carson, the Mitigation Plan provides greater analysis, context, and mitigation strategies into these hazards.

1 https://ci.carson.ca.us/content/files/pdfs/publicsafety/NaturalHazardsMPlan/CarsonHazMit091013.pdf

Also known as a Local Hazard Mitigation Plan (LHMP), FEMA requires a hazard mitigation plan when applying for certain types on non-emergency disaster assistance. Hazard mitigation plans must be updated and re-submitted for FEMA approval every five years to maintain eligibility for funds. The LHMP supplements the General Plan to provide specific insight into hazards that the City faces along with strategies for mitigation. In addition, Government Code Section 65302(g)(4) requires that the next revision of the LHMP contain a vulnerability assessment that identifies the risks that climate change poses to the local jurisdiction, including climate adaptation and resiliency strategies.

RELATIONSHIP TO GUIDING PRINCIPLES

The Community Services, Education, and Safety Element seeks to improve services that contribute to residents' well-being as well as addressing hazards that can affect the health and safety of the community. This element most closely furthers the following guiding principles:

- **Guiding Principle 6:** Foster harmony between industrial and residential land uses.
- **Guiding Principle 7:** Improve public health and sustainability.

7.1 Educational and Community Facilities

SCHOOLS

Quality educational and community facilities and programs are foundational elements of thriving communities. In Carson, most of the kindergarten through 12th grade public education facilities and programs are provided by the Los Angeles Unified School District (LAUSD), except for Dr. Ralph Bunche Elementary School that is part of the Compton Unified School District (CUSD) and charter and private schools. As shown in Figure 7-1 and summarized in Table 7-1, there are a total of 22 public schools within the Planning Area, with 14 elementary schools (kindergarten through sixth grade), three middle schools (grade seven and eight), four high schools and alternative schools (grades nine through 12), one charter school, and three private schools. Table 7-1 shows that there is capacity available within Carson's existing school system, with a student count of 11,022 and enrollment capacity of 14,731, leaving room for a 25 percent increase in the student population. According to the 2020 LAUSD Facilities Services Division Strategic Execution Plan, the LAUSD does not plan to close or construct new school facilities in the Planning Area.

Anticipated change in enrollment under the General Plan is summarized in Table 7-1. The General Plan projects an increase in population, from around 93,100 today to 136,600 by 2040. When incorporating other demographic considerations, such as an aging population, anticipated public school enrollment from the Planning Area is expected to grow modestly – by 622 students. As there is still enrollment capacity within the existing Carson school system at each school level, new schools are unlikely to be needed; efforts should be focused on working with school districts to provide high-quality programs to existing schools and proper maintenance to existing facilities while monitoring future trends of student needs.[2]

2 Los Angeles Unified School District, 2020. Facilities Services Division Strategic Execution Plan. Accessed via web in March 2021. https://www.laschools.org/documents/download/about_fsd/sep/2012_consolidated_strategic_execution_plan/2020_SEP.pdf?version_id=324074278

Figure 7-1 Existing and Proposed Educational Facilities, Community Facilities, Parks, and Recreation

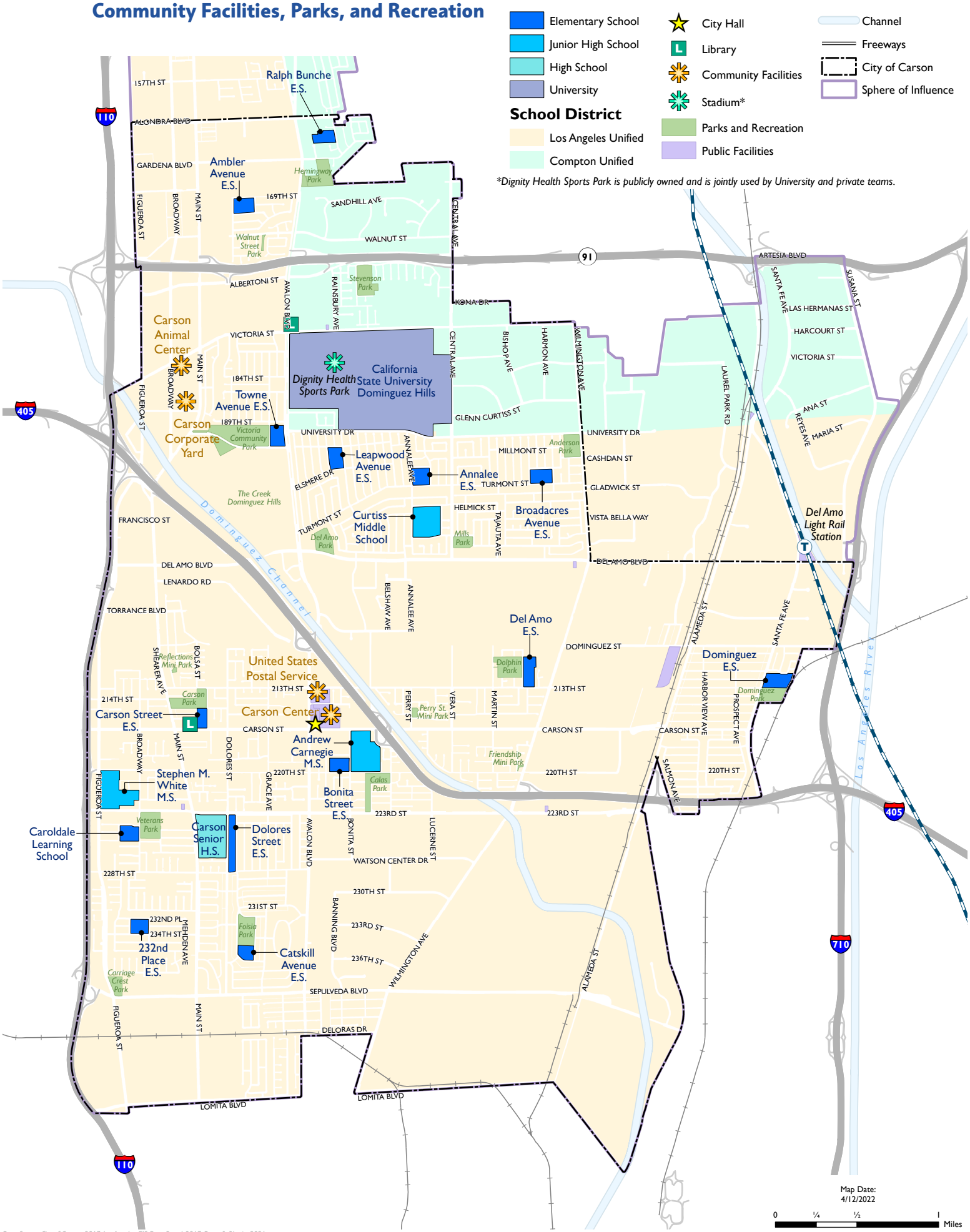


TABLE 7-1: PUBLIC SCHOOL ENROLLMENT IN CARSON

School Name	*Total Enrollment 2010-2021*	*Projected Enrollment (2040)*[1]	*Enrollment Capacity*	*Capacity Remaining (2040)*
Elementary Schools (K-6)	**5,643**	**6,003**	**7,703**	**+1,700**
Ambler Avenue Elementary School	547	-	594	-
Annalee Avenue Elementary School	230	-	513	-
Bonita Street Elementary School	418	-	792	-
Broadacres Avenue Elementary School	267	-	385	-
Caroldale Learning Community	796	-	1,058	-
Carson Street Elementary School	669	-	811	-
Catskill Avenue Elementary School	475	-	598	-
Del Amo Elementary School	315	-	407	-
Dolores Street Elementary School	488	-	700	-
Dominguez Elementary School	501	-	574	-
Dr. Ralph Bunche Elementary School[2]	N/A	-	N/A	-
Leapwood Avenue Elementary School	216	-	299	-
Towne Avenue Elementary School	309	-	451	-
Two Hundred Thirty-Second Place School	412	-	521	-
Junior High Schools (7-8)	**2,816**	**2,878**	**4,058**	**+1,180**
Andrew Carnegie Middle School	736	-	1,428	-
Glenn Hammond Curtiss Middle School	448	-	954	-
Stephen M. White Middle School	1,632	-	1,676	-
High Schools (9-12) / Alternative Schools[3]	**2,563**	**2,764**	**2,970**	**+206**
Academies of Education and Empowerment at Carson High School	523	-	674	-
Academy of Medical Arts at Carson High School	504	-	577	
Carson Senior High School	1,469	-	1,566	-
Eagle Tree Continuation	67	-	153	-
Charter Schools	**NA**	**-**	**N/A**	**-**
Magnolia Science Academy 3[4]	NA	-	N/A	-
TOTAL	**11,022**	**11,644**	**14,731**	**+3,086**

Notes:

1. Calculation is based on project buildout, school enrollment projection is aggregated by elementary (K-6), junior high (7-8), and high school (9-12).
2. Dr. Ralph Bunche Elementary School is managed by the Compton Unified School District. Enrollment from the Planning Area and enrollment capacity are unknown at this time.
3. The alternative schools shown are listed separately by the California Department of Education but are programs that share a campus with Carson High School.
4. Enrollment information not available.

Source: Los Angeles County Unified School District Local District South, 2017; California Department of Education, 2017; Dyett & Bhatia, 2021

Having a great school system is the foundation of a great community. Schools in Carson perform at about the same level as the LAUSD and CUSD district averages, based on the academic indicators for math and English Language Arts from the California Department of Education's (CDE's) California School Dashboard for 2019.[3] Compared to past years, the graduation rate in Carson has increased more than other high schools in the county. However, the average academic performance in English Language Arts of schools in Carson has decreased, despite a maintained or increased level of performance among other schools in the county. Academic performance in math has remained about the same.[4]

3 Data for the reporting year 2020 was not released or considered reliable due to impacts from the COVID-19 pandemic.

4 California Department of Education, "2019 Dashboard: Data Files and Record Layouts," last reviewed: December 16, 2021, accessed: February 2022.

CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS

California State University Dominguez Hills (CSUDH) opened in 1960 and is located on a 346-acre campus bordered by Avalon Boulevard to the west, Victoria Street to the north, Central Avenue to the east, and University Drive to the south.[5] The University offers 48 undergraduate majors and 22 graduate majors.[6] In Fall 2015, there were 12,562 undergraduate and 2,073 graduate students enrolled. Enrollment has remained relatively constant since 2011. Approximately three-quarters of undergraduate students and half of graduate students are enrolled full-time. Additionally, the average age of a student enrolled as CSU Dominguez Hills is higher than a typical college student, at 24 years for undergraduates and 35 years for graduate students. Enrollment capacity is 20,000 full-time equivalent students (FTES). The University employs 767 academic staff and 285 administrative and finance staff. Only about 649 undergraduate students (5%) live on-campus, with housing available for 687 students.[7]

CSU Dominguez Hills released a draft 2018 Master Plan in 2017 and a Final EIR in September 2019.[8] The Plan sets a goal for increasing student enrollment to 20,000 FTES over the next 15 to 20 years. To support that growth, CSUDH will require over 1.2 million square feet of academic and administrative space, including a new student recreation center, 1,800 student housing beds, and 6,940 parking spaces. Many of these facilities will be constructed on the 76.5 acres of land identified as underutilized on the east side of campus. To increase both enrollment and the number of students living on campus, the Plan also focuses on increasing campus-serving retail, office, and

5 California State University Dominguez Hills. (n.d.). University History Timeline. Online. https://www.csudh.edu/campus-history/. Accessed March 2021.

6 California State University Dominguez Hills. (n.d.). About the University. Online. https://www.csudh.edu/about/campus-facts/. Accessed March 2021.

7 California State University, Dominguez Hills (2017). 2018 Draft Master Plan. Online. https://www.csudh.edu/Assets/CSUDH-Sites/FPCM/docs/campus-master-plan/CSUDH_2018-DraftMasterPlan_Report_FINAL-DRAFT_4Aug17.pdf. Accessed March 2021

8 https://www.csudh.edu/fpcm/campus-master-plan-update/

open space and student life facilities, including an updated Student Union and intramural sports facilities. Campus infrastructure updates, such as bicycle lanes and landscaping, are outlined in the Plan. The significant investment in CSUDH outlined in the 2018 Master Plan will add jobs, population, and amenities to the City of Carson.

With plans to increase the student population by over 40 percent over the next 20 years, the CSU Dominguez Hills campus will have to update many of its facilities, increase jobs and housing, and provide amenities to attract students and faculty to the campus. This expansion provides an opportunity for Carson to capitalize on this growth by providing housing, retail, restaurants, a grocery store and other desirable uses near the campus. A higher education institute also provides opportunities for collaboration with employers, fosters new businesses, provides adult learning opportunities, and can be a cultural and educational-stimulating resource for Carson residents.

COMMUNITY FACILITIES

In addition to schools, Carson has several important community gathering places and facilities, including:

- The City administrative offices and City Hall;
- A post office;
- The Congresswoman Juanita Millender-McDonald Carson Community Center, also known as the Carson Event Center; and
- Two libraries.

There are also a multitude of parks and recreation facilities available to Carson residents that are shown in Figure 7-1 and are covered in Chapter 5: Recreation and Active Lifestyle Element.

While Carson has an adequate amount of community facilities, these need to be continually assessed to ensure they meet the city's changing demographic needs. For instance, a large senior population would indicate a need for accessible facilities and programming that appeals to seniors. A predominance of young families may suggest a need for childcare facilities.

The County of Los Angeles is spearheading redevelopment of the Victoria Golf Course into The Creek at Dominguez Hills which, if implemented, includes additional community and educational facilities. According to the project's environmental impact report, multiple community facilities are envisioned as part of the project, including a multi-use indoor sports complex, youth learning experience facility, clubhouse, community park, open space areas, putting green, and jogging path . Although many of the amenities will be pay-to-play, at least 35 acres of open space and two miles of jogging and walking trails on the site will be publicly accessible at no charge.[9] The General Plan supports this effort as an excellent amenity for Carson and County residents.

9 County of Los Angeles. The Creek at Dominguez Hills Project Draft Environmental Impact Report. May 2019. Available: https://parks.lacounty.gov/wp-content/uploads/2020/11/00_Creek-FEIR_Combined.pdf. Accessed: December 2021.

7.2 Public Safety Services

For more in-depth discussion of existing police and fire services in Carson, see Draft EIR Section 3.13: Public Services.

POLICE SERVICE

Police services in Carson are provided by the Los Angeles County Sheriff's Department (LASD). The Carson Station of the LASD is headquartered at 21356 South Avalon Boulevard, in close proximity to Carson City Hall and the Carson Community Center (shown in Figure 7-2). The station serves Carson, Gardena, Torrance, Rancho Dominguez, and other unincorporated areas. According to the LASD, the Carson Station provides a full range of police services with 184 sworn officers and 39 professional staff, responding to almost 37,600 calls for service in the 2020 calendar year.[10]

Although the City of Carson does not have its own police force, changes in facilities or staffing are determined based on the contract between the City and LASD. The General Plan supports coordinating with the County to ensure that Carson has adequate police service for a safe and healthy community.

PUBLIC SAFETY SERVICES CENTER

The Public Safety Services Center is an extension of the City of Carson Public Safety Department and the Sheriff's Department Community Relations Office. It is designed to promote crime prevention awareness and increase service accessibility to the community, plus provide additional neighborhood and personal safety, crime prevention, and disaster preparedness services through the Community Emergency Response Team (CERT). The Public Safety Services Center also provides referrals, resources, and information related to community services, like code enforcement, youth and senior services, as well as domestic violence and gang prevention.

CRIME PREVENTION THROUGH ENVIRONMENTAL DESIGN (CEPTED)

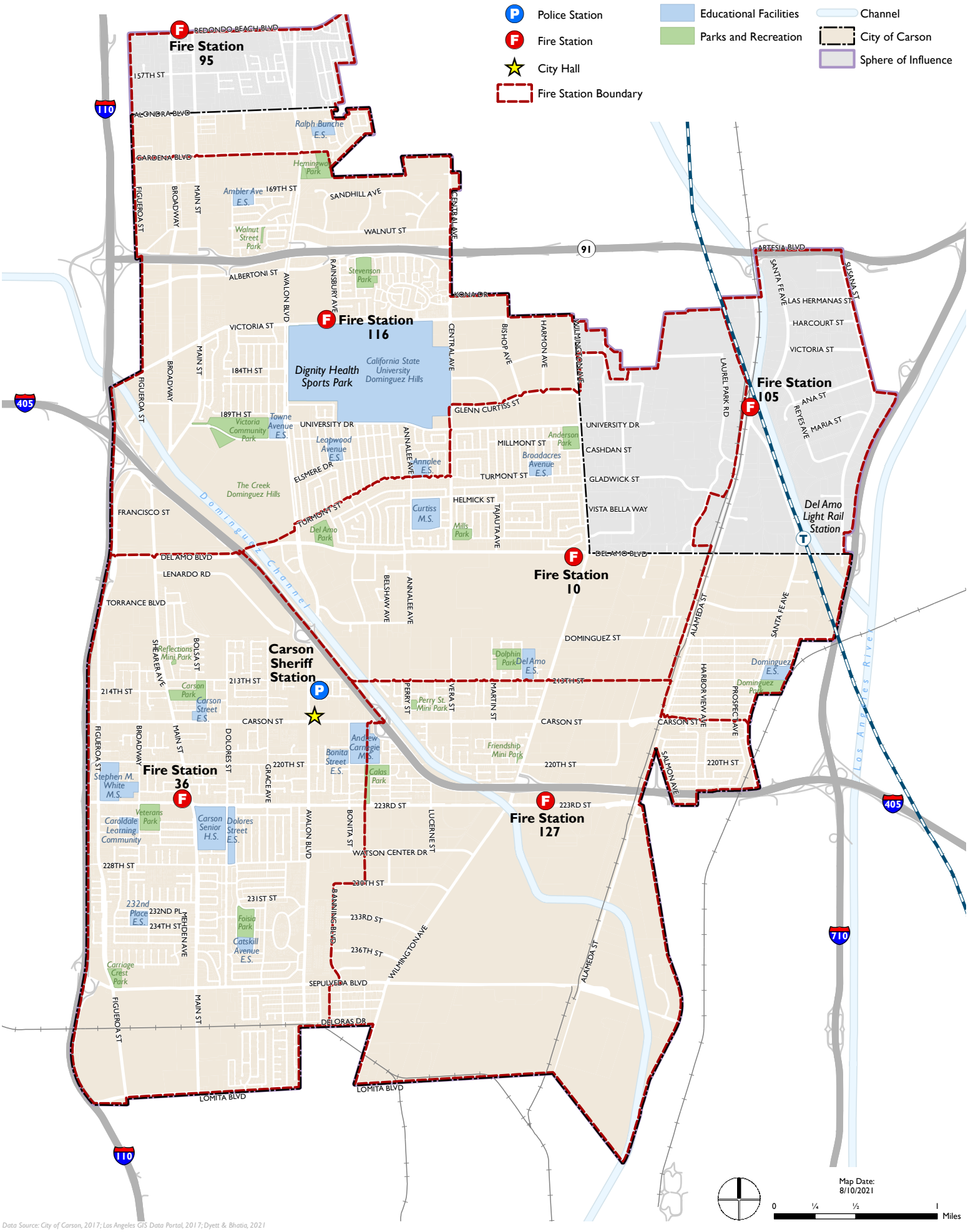
Design of the built environment can also help prevent crime, reduce the fear of crime, and improve the quality of life in urban areas. Research has shown that the most effective deterrent to criminal activity is the risk of being caught, and design of public spaces that places more eyes on the street and limits access points can create safer environments. Strategies for Crime Prevention Through Environmental Design (CPTED) include locating windows to overlook sidewalks and parking lots, increasing pedestrian and bicycle traffic, and selectively installing fencing, landscaping, or lighting to control access. Well-maintained buildings and grounds also signal alert, active owners and can deter criminal activity. Removing "harsh" environmental stressors, such as barbed wire fencing, fenced-off compounds or gated communities, reducing bare concrete walls, and softening the landscape through trees and greenery, can support a healthier and attractive environment while increasing community safety. As Carson grows in the coming years, the challenge will be to remain alert and responsive to changes that influence crime prevention efforts while balancing departmental expenses and community expectations.

FIRE SERVICE

The Los Angeles County Fire Department (LACFD) provides fire protection and emergency medical services as well as urban search and rescue, and air operations, and respond to hazardous material release incidents. LACFD services about 2,300 square miles, including 58 cities and unincorporated communities; and about 4 million residents. The Planning Area is part of Division 1 of the LACFD, and there are five fire stations staffed by 40 members stationed in the Planning Area. These stations are shown in Figure 7-2.

10 Los Angeles County Sheriff's Department, Population and Geographic Data 2020, http://shq.lasdnews.net/CrimeStats/yir9600/yir2020/dept/89.htm, accessed April 18, 2022.

Figure 7-2 Public Safety Services



FIRE HAZARDS

Fire Hazard Severity Areas in Los Angeles County are designated by the California Department of Forestry and Fire Prevention and the LACFD within the City of Carson. Fire hazard severity zones range from Moderate to Very High.

The City of Carson is classified as a Local Responsibility Area (LRA), meaning that a city or county is financially responsible for wildfire suppression.[11] As the city is located in an urban environment, the type of fires the city usually deals with is structural fires. Urban fires represent a significant risk as fires in industrial areas could result in the release of hazardous toxic substances, fires in high occupancy buildings present safety problems, and fires spread by wind driven embers can threaten whole neighborhoods where roofing materials are not fire resistant. Explosions and fire from complex industrial facilities, such as refineries, pose a significant safety and health risk to Carson residents and employees. The explosion at Marathon Petroleum refinery in February 2020 is one example of fire hazard risks that the city faces.

11 California Department of Forestry and Fire Protection, 2007. Los Angeles County Fire Hazard Severity Zones in SRA. Online. http://frap.fire.ca.gov/webdata/maps/los_angeles/fhszs_map.19.jpg, Accessed December 2017.

EMERGENCY RESPONSE

Emergency response plans include elements to maintain continuity of government, emergency functions of governmental agencies, mobilization and application of resources, mutual aid, and public information. Emergency response plans are maintained at the federal, state and local level for all types of disasters, including human-made and natural. It is the responsibility of government to undertake an ongoing comprehensive approach to emergency management in order to avoid or minimize the effects of hazardous events. Local governments have the primary responsibility for preparedness and response activities. The Los Angeles County Office of Emergency Management (OEM) maintains the Los Angeles County Operational Area Emergency Response Plan and the County of Los Angeles All-Hazard Mitigation Plan. OEM leads and coordinates disaster plans and disaster preparedness exercises for all cities and 288 special districts in Los Angeles County.

The City of Carson is located within Area E, Los Angeles County (southeast section), Region 1, Southern Administrative Region of the State Office of Emergency Services.[12] City staff has been designated to coordinate all State Emergency Management System (SEMS) functions. The City has its own Public Safety, Engineering Services, Community Development, Facilities and Maintenance, Finance, Human Resources, and Recreation and Community Services Departments, but does not have its own police or fire department. It relies on the County of Los Angeles for these services. During the response phase, the Carson Sheriff's Station EOC or Watch Commander serves as the coordination and communication point, and the access to the Los Angeles County Operational Area.[13]

EVACUATION ROUTES

Evacuation of the city, if necessary due to an emergency, would be conducted by the Los Angeles County Sheriff's Department in accordance with the City's Evacuation Plan. The primary Emergency Operations Center (EOC) is City Hall. Should City Hall be damaged, an alternate EOC would be activated. The City has also created a list of numerous locations within the City of Carson that would be used in case of a disaster or major emergency, referred to as Casualty Collection Points.[14] The city's approximation to four major freeways (I-405, SR-91, I-110, and I-710) help serve as potential evacuation routes during a disaster. Figure 7-3 shows Carson's evacuation routes.

State law under Government Code Section 65302(g)(5) requires identification of residential developments in any hazard area identified in the safety element that do not have at least two emergency evacuation routes. As Carson is a fully built city that is well connected with road infrastructure, there are no specific areas of concern for meeting this standard on evacuation routes.

12 City of Carson, 2002. Carson General Plan Environmental Impact Report Public Review Draft. Online. http://ci.carson.ca.us/content/files/pdfs/planning/generalplan/EIR.pdf, Accessed December 2017.

13 City of Carson, 2002. Carson General Plan Environmental Impact Report Public Review Draft. Online. http://ci.carson.ca.us/content/files/pdfs/planning/generalplan/EIR.pdf, Accessed December 2017.

14 City of Carson, 2002. Carson General Plan Environmental Impact Report Public Review Draft. Online. http://ci.carson.ca.us/content/files/pdfs/planning/generalplan/EIR.pdf, Accessed December 2017.

7.3 Seismic and Geologic, and Soil and Ground Surface Hazards

Like many California communities, Carson faces seismic and geological hazards. This section describes potential safety risks associated with fault rupture, ground shaking, liquefaction, soil erosion or the loss of topsoil, expansive soils, and landform/landslide within the Planning Area. Detailed information about geology and impacts can be found in the General Plan Environmental Impact Report and the Existing Conditions Report.

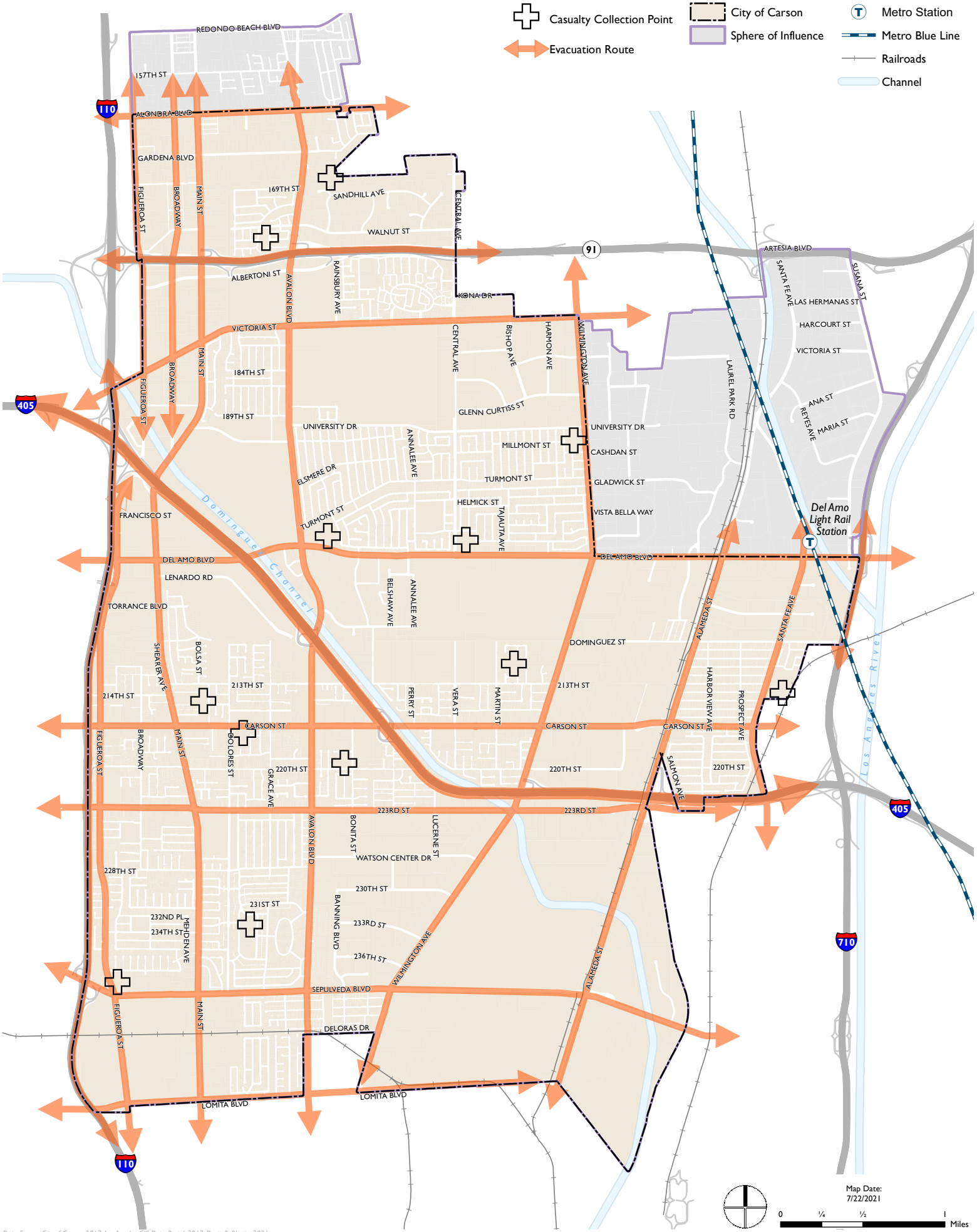
FAULTING AND SEISMICITY

Southern California is a seismically-active region. The city is located between two major, active faults: the Newport-Inglewood-Rose Canyon Fault to the east and northeast and the Palos Verdes Fault to the west and southwest. The predominant tectonic activity associated with these and other faults within the regional tectonic framework is right-lateral, strikeslip and/or reverse movement. Other potentially active fault zones in proximity to Carson include the Elsinore-Whittier Fault Zone, the Santa Monica Fault Zone, the San Jacinto Fault Zone and the San Andreas Fault Zone. An earthquake event on one of the active or potentially active faults near the city could result in strong ground shaking, which could affect structures in the city.

The Avalon-Compton Fault, part of the Newport-Inglewood – Rose Canyon Fault Zone, is the only active fault located in the Planning Area, shown in Figure 7-4. The Avalon-Compton Fault is located immediately east of Avalon Boulevard and north of SR-91. Historically, the Avalon-Compton Fault and regional shear zone has moderate to high seismic activity with numerous earthquakes greater than Richter magnitude four. The Newport-Inglewood Fault extends from the southern edge of the Santa Monica Mountains southeastward to an area offshore of Newport Beach. The Newport-Inglewood Fault Zone is considered active based on historic earthquakes; the 1933 Long Beach Earthquake is attributed to the Newport-Inglewood Fault Zone. The maximum probable earthquake along this fault zone is between 6.0 and 7.4.[15]

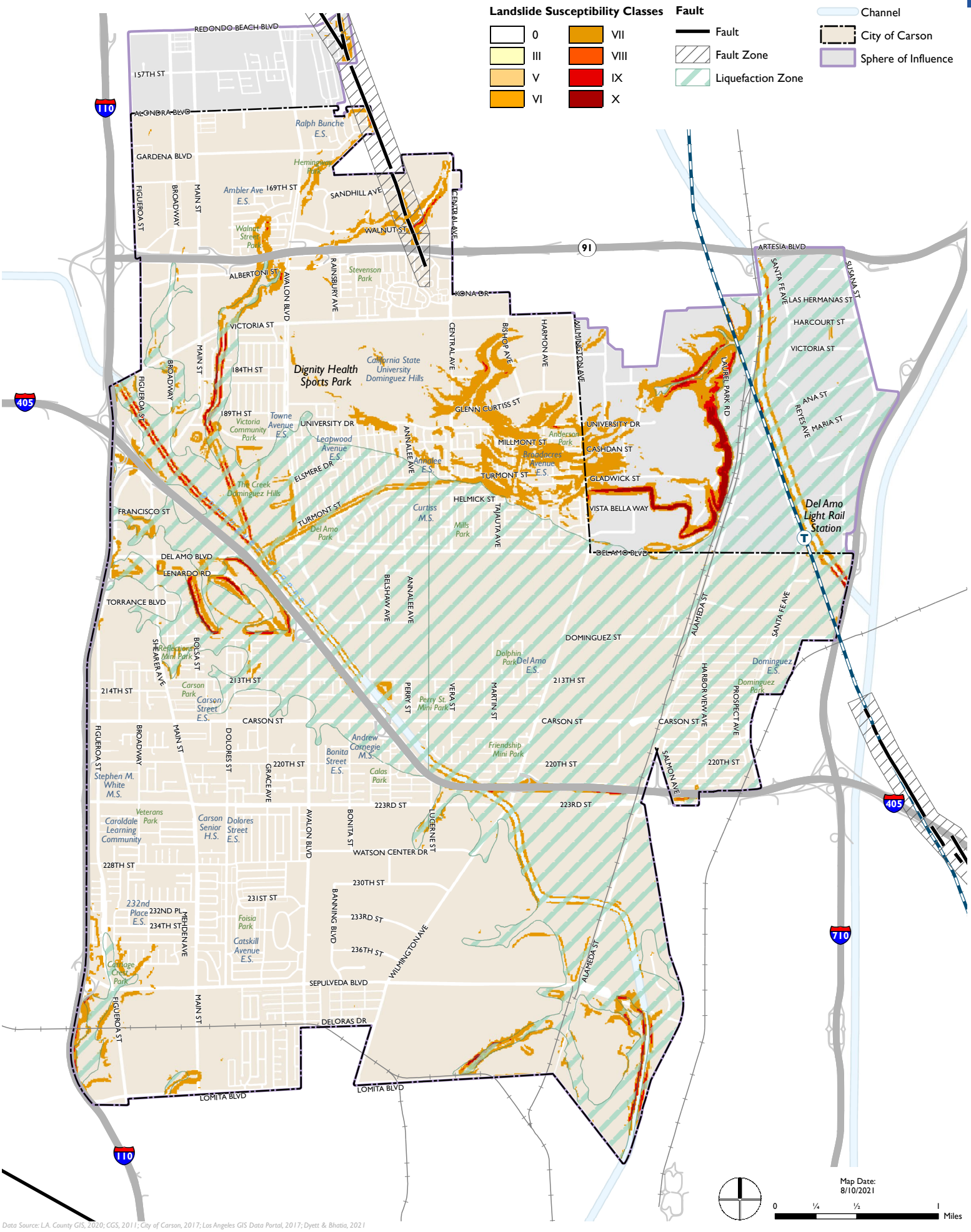
15 Southern California Earthquake Data Center, 2013. Significant Earthquakes and Faults, Newport-Inglewood Fault Zone. Online. http://scedc.caltech.edu/significant/newport.html. Accessed June 2021.

Figure 7-3 Evacuation Routes



Data Source: City of Carson, 2017; Los Angeles GIS Data Portal, 2017; Dyett & Bhatia, 2021

Figure 7-4 Steep Slopes and Seismic and Geologic Hazards



Data Source: L.A. County GIS, 2020; CGS, 2011; City of Carson, 2017; Los Angeles GIS Data Portal, 2017; Dyett & Bhatia, 2021

TABLE 7-2: PRINCIPAL REGIONAL ACTIVE FAULTS

Fault	*Approximate Fault Distance to Site* Miles (Kilometers)*	*Maximum Moment Magnitude (M_{max})*
Avalon Compton Fault (Newport-Inglewood – Rose Canyon Fault Zone)	0 (0)	6.9
Palos Verdes	1.7 (2.8)	7.1
Whittier-Elsinore Fault Zone	13.0 (20.9)	6.8
Santa Monica Fault Zone	14.8 (23.8)	6.6
San Jacinto Fault Zone	51.4 (82.3)	6.7
San Andreas Fault Zone	59.9 (96.3)	7.3

Notes:

* Distances represent the closest portion of the listed fault to the closest geographic portion of the City and were measured with Google Earth and Quaternary Fault Data from the USGS.

Sources: California Department of Conservation Open-File Report 96-08 Probabilistic Seismic Hazard Assessment for the State of California, 2017

Given the limited presence of known faults in the Planning Area, the potential for seismic hazards in Carson is relatively low, although there is a potential for greater damage from potential earthquakes in the greater Southern California region. These hazards may be addressed though adherence with existing building codes including the requirements of California Building Code Chapter 18, and State and local regulations, though exposure to seismic risks cannot be completely eliminated. Additionally, due to the presence of refineries and heavy industry within Carson, understanding the location of fault lines is a critical component of a safe community.

SURFACE FAULT RUPTURE

Surface fault rupture can occur during significant seismic events. The process generally involves the sudden failure and displacement of the earth's surface along a fault trace or fault zone. The magnitude and geometry of such ground displacement is highly variable. Buildings or other manmade structures that lie atop the fault can experience serious damage or catastrophic failure during a strong earthquake.

Distances from the Planning Area to the active faults described above are presented in Table 7-2. These distances represent the closest portion of the listed fault to the closest geographic portion of the city. If an earthquake would occur along the Avalon Compton Fault which runs through the northeastern part of the city, fault rupture could occur along that fault line. To prevent the construction of buildings used for human occupancy on the surface trace of active faults, the Alquist-Priolo Earthquake Fault Zoning Act was passed to address the hazards of surface fault rupture. Carson has an Alquist-Priolo Fault Zone in the northeastern portion of the city which starts within the City Limits at East Alondra Boulevard and terminates about halfway between Artesia Boulevard and Victoria Boulevard in the old Dominguez Oil Field.[16] This Alquist-Priolo Fault Zone is for the Avalon Compton Fault.

SEISMIC GROUND SHAKING

An earthquake of moderate to high magnitude generated within the area could cause significant ground shaking within the city. The exact degree of shaking experienced at a given location would depend on a host of site-specific factors, such as: the magnitude of the seismic event, the duration of the seismic event, the distance from a given site to the zone of rupture (i.e., hypocenter), local site-specific geologic conditions (i.e., nature, thickness, and ex-

16 California Geological Survey, 1986. Earthquake Zones of Required Investigation Inglewood Quadrangle. Online. http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/INGLEWOOD_EZRIM.pdf and Earthquake Zones of Required Investigation Torrance Quadrangle. Online. http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/TORRANCE_EZRIM.pdf, Accessed June 2021.

tent of underlying soil and/or bedrock), and broader, often regional geologic factors such as basin geometry. In general, the severity of seismic ground shaking tends to abate with increasing distance from the event hypocenter. Seismic ground shaking, if sufficiently intense and sustained, can result in significant damage to, or catastrophic failure of buildings or other man-made structures.

Seismic activity along nearby or more distant fault zones is likely to cause ground shaking within the City Limits. If an earthquake were to occur, residents of the city could expect to feel potential ground shaking at a Modified Mercalli intensity of VII, very strong shaking with moderate damage,[17] with a chance of damage at 2 to 5 percent.[18]

EARTHQUAKE-INDUCED SEISMIC LIQUEFACTION AND LANDSLIDE ZONES

Liquefaction is a process whereby strong seismic shaking causes unconsolidated, water-saturated sediment to temporarily lose strength and behave as a fluid. This process can lead to near-surface or surface ground failure that can result in extensive damage to or catastrophic failure of buildings, roads, utility lines, and other man-made structures. Liquefaction can manifest as lateral ground spreading or flow, localized sand boils (i.e., eruptions of fluidized sediment), or rapid subsidence and an accompanying loss of bearing strength.

Earthquake-induced landslides are a secondary earthquake hazard that occurs from ground shaking. They can destroy roads, buildings, utilities, and other critical facilities necessary to respond and recover from an earthquake. Many communities in Southern California have a high likelihood of encountering such risks, especially in areas with steep slopes.

Carson has several liquefaction hazard areas but does not have any areas identified as landslide hazard areas.[19] The liquefaction hazard areas are primarily located near water, primarily alluvial and former slough areas. A significant portion of the Planning Area has been designated as liquefaction hazard zones and development in these areas requires a geotechnical investigation report as part of the environmental and building permit process. The Liquefaction Hazard Zones, shown in Figure 7-4, are located in the southwestern corner between I-110 and Figueroa Boulevard from Lomita Boulevard up to 234th Street, with another small branch following Lomita Boulevard to Main Street. The larger Liquefaction Hazard Zone is located in the central part of the city along the Dominguez Channel and the Los Angeles River in the eastern portion of the city.

Ground cracking, ground lurching and lateral spreading are secondary features resulting from strong to moderately strong ground shaking and may be associated with liquefaction. Ground cracking usually occurs in near-surface materials, reflecting differential compaction or liquefaction of underlying materials. The potential for ground cracking exists in those areas of the city that have a moderate to high potential for liquefaction. Ground lurching results when soft, water-saturated surface soils are thrown into undulatory motion. Lateral spreading (a form of landsliding) is referred to as limited displacement ground failure, often associated with liquefaction. Compact surface materials may slide on a liquefied or low shear strength layer at a shallow depth, moving laterally several feet down slopes of less than two degrees. Such a condition may be present where conditions conductive to shallow liquefaction exist.

Seismically related slope stability problems include landslides, rockfalls, mudslides and avalanches. Due to the relative absence of significant elevation changes in the city, slope instability is limited to the slopes adjacent to the flood control channels that intersect the city.

17 United States Geological Survey, 2016. USGS Forecast for Ground Shaking Intensity from Natural and Induced Earthquakes in 2016. Online. https://earthquake.usgs.gov/hazards/induced/images/MMI_2016.pdf. Accessed November 2017.

18 United States Geological Survey, 2017. New USGS maps identify potential ground-shaking hazards in 2017 from both human-induced and natural earthquakes in the central and eastern U.S. Online. https://www.usgs.gov/news/new-usgs-maps-identify-potential-ground-shaking-hazards-2017. Accessed November 2017.

19 California Geological Survey, 1986. Earthquake Zones of Required Investigation Inglewood Quadrangle. Available at: http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/INGLEWOOD_EZRIM.pdf and Earthquake Zones of Required Investigation Torrance Quadrangle. Online. http://gmw.conservation.ca.gov/SHP/EZRIM/Maps/TORRANCE _EZRIM.pdf, Accessed November 2017.

TABLE 7-3: GENERAL PHYSICAL PROPERTIES OF SOILS IN THE CARSON AREA

Soil Association	*Soil Type*	*Erosion Potential*	*Shrink/Swell Potential*
Ramona	Sandy loam, fine sandy loams, and sandy clay loam	Low -Moderate	High
Yolo	Gravelly sandy loam, sandy loam, clay loam	Low -Moderate	Moderate
Hanford	Fine sandy loam	Low	Low
Oakley	Fine sand	Moderate - High	Low
Chino	Silt loam	Low	Moderate

Sources: Los Angeles County General Plan Update Draft Environmental Impact Report, 2014

SOILS AND GROUND SURFACE

Soil surveys of the Los Angeles area have identified as many as 17 different soil types in the region.[20] Soils in Carson range from sand to clay loam soil types. As shown in the County of Los Angeles General Plan Update EIR, the City is primarily underlain by Ramona loam and sandy loam, Yolo gravelly sandy loam, sandy loam, fine sandy loam, and clay loam, Hanford fine sandy loam, Oakley fine sand, and Chino silt loam.[21] In general, sandy soils typically have low cohesion, and have a relatively higher potential for erosion from surface runoff when exposed in cut slopes or utilized near the face of fill embankments. Surface soils with higher amounts of clay tend to be less erodible as the clay acts as a binder to hold the soil particles together. Table 7-3 depicts the physical properties of soil in the Planning Area.

Other geologic hazards that have the potential to occur in and around Carson include differential settlement, subsidence, and shrink/swell potential. Differential settlement occurs in loose, cohensionless sediments where differences in densities in adjacent materials lead to different degrees of compaction during ground shaking. In the case of saturated cohensionless sediments, post-earthquake settlement may occur when excess pore-water pressures generated by the earthquake dissipate. Given the lateral and vertical variation of the alluvial soils underlying Carson, differential sediment could occur as a result of an earthquake in areas thought to have a low susceptibility to settlement.

SUBSIDENCE

Subsidence is characterized as a sinking of ground surface relative to surrounding areas and can generally occur where deep soil deposits are present. Subsidence in areas of deep soil deposits is typically associated with regional groundwater withdrawal or other fluid withdrawal from the ground such as oil and natural gas. Subsidence can result in the development of ground cracks and damage to subsurface vaults, pipelines and other improvements.

Historically, subsidence has occurred in Carson due to the withdrawal of oil from the Wilmington oil field which is located within the city. Subsidence extended along the Newport-Inglewood structural zone between Signal Hill and the Port of San Pedro on the south and Redondo Beach on the north. Total subsidence reached a maximum of 29 feet over the crest of the Wilmington anticline, where most of the oil had been withdrawn. There is no documented ground subsidence associated with the Dominguez oil field, also located in the city. By the early 1980s, water injection halted subsidence at the oil fields and, subsequently, no further subsidence has been documented.[22]

20 4 USDA Bureau of Soils (now Natural Resource Conservation Service), 1903. Soil Survey of the Los Angeles Area, California, Mesmer, Louis B.

21 County of Los Angeles, 2014. Los Angeles County General Plan Update Draft Environmental Impact Report. Map of Prominent Soil Types in Los Angeles County, Pg. 5.6-7. Online. http://planning.lacounty.gov/assets/upl/project/ gp_2035_deir.pdf., Accessed November 2017.

22 State of California Regional Water Quality Control Board, 2014. Former Kast

SOIL EROSION

Soil erosion refers to the process by which soil or earth material is loosened or dissolved and removed from its original location. Erosion can occur by varying processes and may occur in the city where bare soil is exposed to wind or moving water (both rainfall and surface runoff). The processes of erosion are generally a function of material type, terrain steepness, rainfall or irrigation levels, surface drainage conditions, and general land uses. As depicted in Table 7-3, soils within the City of Carson generally have low to moderate erosion potential, with the exception of the Oakley sand which has a moderate to high erosion potential.

COMPRESSIBLE/COLLAPSIBLE SOILS

Compressible soils are generally comprised of soils that undergo consolidation when exposed to new loading, such as fill or foundation loads. Soil collapse is a phenomenon where the soils undergo a significant decrease in volume upon increase in moisture content, with or without an increase in external loads. Buildings, structures, and other improvements may be subject to excessive settlement-related distress when compressible soils or collapsible soils are present. The city is underlain by older alluvial deposits which are generally unconsolidated, reflecting a depositional history without substantial loading, and may be subject to collapse. Due to the presence of potentially compressible or collapsible soils within the city, the potential exists for differential settlement, which can destabilize areas of hardscape or building components.

EXPANSIVE SOILS

Expansive soils include clay minerals that are characterized by their ability to undergo significant volume change (shrink or swell) due to variation in moisture content. Sandy soils are generally not expansive. Changes in soil moisture content can result from rainfall, irrigation, pipeline leakage, surface drainage, perched groundwater, drought, or other factors. Volumetric change of expansive soil may cause excessive cracking and heaving of structures with shallow foundations, concrete slabs-on-grade, or pavements supported on these materials. As shown in Table 7-3, soils within the City of Carson generally have low to moderate shrink/swell potential, except for the Ramona clay loam which has a high potential. Sandy soils typically have a low expansion potential and clayey soils are typically expansive.

CORROSIVE SOILS

The geologic environment within the City of Carson could include soil conditions potentially corrosive to concrete and metals. Corrosive soil conditions may exacerbate the corrosion hazard to buried conduits, foundations, and other buried concrete or metal improvements. Corrosive soils could cause premature deterioration of these underground structures or foundations.

7.4 Flood Hazards

Topography within the City of Carson is generally flat with elevations ranging from sea level to approximately 195 feet above mean sea level (msl) at the top of Dominguez Hills. Carson is divided by the Dominguez Channel which is used for regional flood control. Floodplains are defined as an area of low-lying ground adjacent to a stream or river, stretching from the banks to the outer edges of the valley and subject to flooding. The City has floodplains around the Dominguez Channel. The main source of flooding in Carson is from localized urban flooding caused by severe weather.

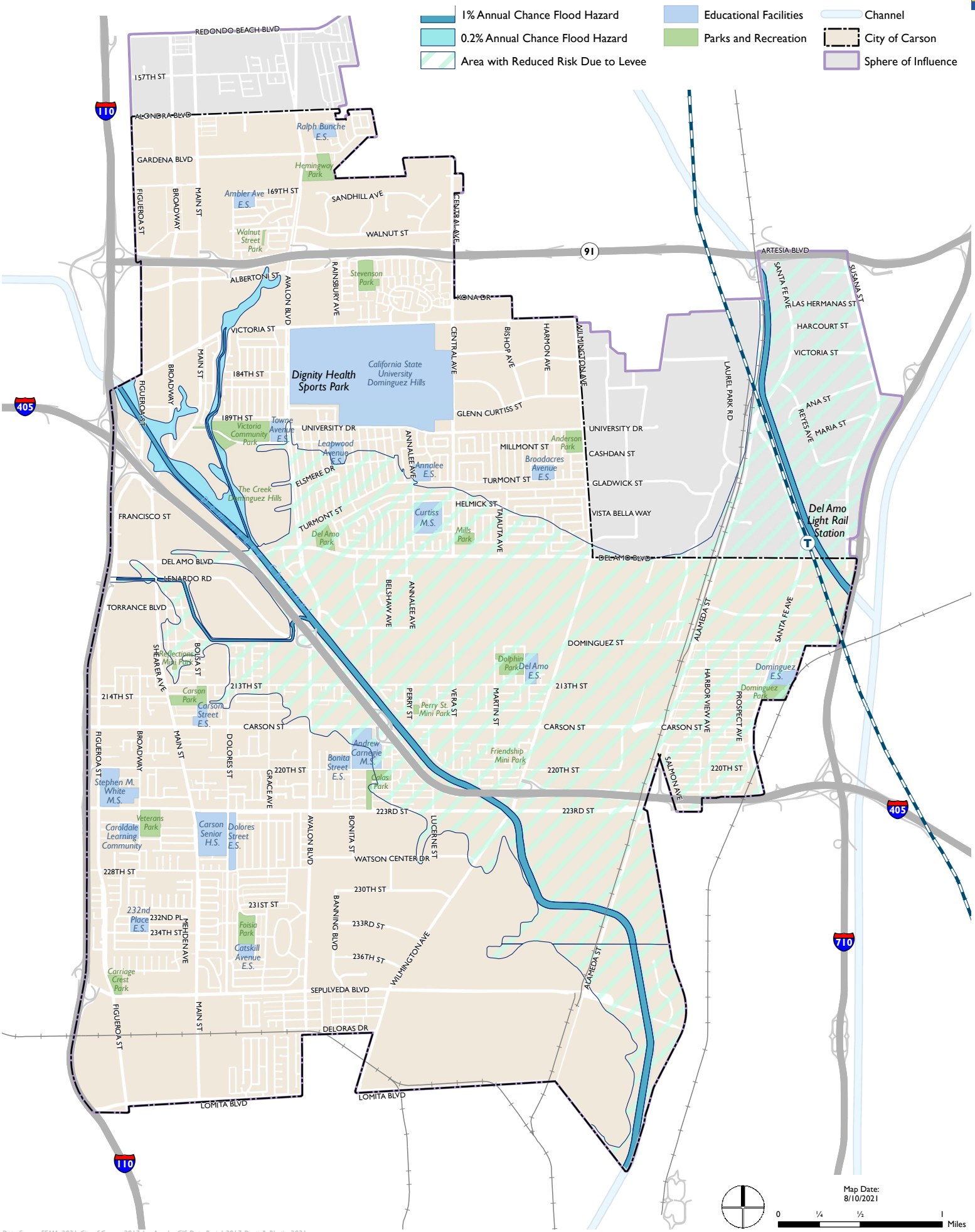
The Federal Emergency Management Agency (FEMA) is responsible for administration of the National Flood Insurance Program (NFIP) which creates flood zone insurance maps called a Flood Insurance Rate Map (FIRM). FIRM identify flood hazards within a community. The City of Carson encompasses five FIRM panels.[23] As shown on Figure 7-5 the majority of the central and eastern part of the city are located within an area of an annual chance flood of 0.2 percent (Zone X). The city also has Special Flood Hazard Areas (SFHAs) which are subject to inundation by the 1 percent annual flood chance (100-year flood). The SFHAs within the city are Zoned A, no base flood elevations determined, and are located on either side of the Dominguez Channel, Torrance Lateral, Del Amo Channel, McKinley Avenue Drain, and Wilmington Drain and Compton Creek.[24]

Due to the flat topography of the city and its distance from water bodies, Carson is not significantly subjected to other water-related hazards like tsunamis, dam inundation/failure, or mudflows. However, the slopes adjacent to the flood control channels that intersect the city, if not concrete, could see minor mudflows due to the loose unconsolidated nature of the sediments.

23 Federal Emergency Management Agency, 2008. Flood Insurance Rate Map. Map Numbers 06037C1935F, 06037C1965F, 06037C1955F, 06037C1795F, and 06037C1965F. Online. http://fema.maps.arcgis.com/home/webmap / viewer.html?webmap=cbe088e7c8704464aa0fc34eb99e7f30&extent=-118.3526907300362,33.80927373190949, -118.18652251714582, 33.856329500125554. Accessed December 2017.

24 Federal Emergency Management Agency, 2008. Flood Insurance Rate Map. Map Numbers 06037C1935F, 06037C1965F, 06037C1955F, 06037C1795F, and 06037C1965F. Online. http://fema.maps.arcgis.com/home/webmap/ viewer.html?webmap=cbe088e7c8704464aa0fc34eb99e7f30&extent=-118.3526907300362,33.80927373190949, -118.18652251714582,33.856329500125554. Accessed December 2017.

Figure 7-5 Flood Zones



Data Source: FEMA, 2021; City of Carson, 2017; Los Angeles GIS Data Portal, 2017; Dyett & Bhatia, 2021

7.5 Hazardous Materials

For more in-depth discussion of existing conditions in Carson, see Existing Conditions Report, 2018, Section 6.5: Hazards and Hazardous Materials, and Draft EIR Section 3.8: Hazards and Hazardous Materials.

Hazardous materials generally refer to hazardous substances that possess corrosive, poisonous, flammable, and/or reactive properties and that have the potential to harm human health and/or the environment. Hazardous materials are governed by a variety of environmental regulations that require proper storage, handling, and transportation; employee and public notices; spill contingency planning; business/environmental management plans; and other emergency response measures necessary to ensure public safety and to minimize the risk of accidental releases or environmental impacts.

REGULATION OF HAZARDOUS WASTES

Regulation of hazardous wastes is undertaken at the federal, State, and local levels. The U.S. Environmental Protection Agency (EPA) and the California Department of Toxics Substances Control (DTSC) have developed and continue to update lists of hazardous wastes subject to regulation. The South Coast Air Quality Management District (SCAQMD), in coordination with the California Air Resources Board (CARB), is responsible for developing and implementing rules and regulations regarding air toxins on a local level. The SCAQMD establishes permitting requirements, inspects emissions sources, and enforces measures through educational programs and/or fines. The City of Carson has adopted the Los Angeles County Hazardous Waste Management Plan, which provides policies and programs to address hazardous waste management issues.

In Carson, the LACFD is the Certified Unified Program Agency (CUPA) representative, which administers the following programs: Los Angeles County Hazardous Waste Generator Program, Los Angeles County Hazardous Materials Release Response Plans and Inventory Program, the California Accidental Release Prevention Program (CalARP), the Aboveground Storage Tank (AST) Program, and the Underground Storage Tank (UST) Program. The LACFD conducts inspections of businesses, manages and reviews various hazardous waste permits for business plans, and oversees cleanups. Every hazardous materials handler is required to submit a business plan and an inventory of hazardous substances and acutely hazardous materials to the LACFD on an annual basis and if their hazardous materials inventory changes. LACFD inspectors conduct annual

inspections of businesses that have submitted a business plan; they also conduct follow-up inspections as needed. Additionally, the LACFD is the first agency that responds to hazardous material release incidents in the City.

HAZARDOUS MATERIALS AND SITE CONTAMINATION

As a result of the city's long history of industrial and commercial development, and the fact that waste management practices and regulations were either not in place or not up to current standards, there are several sites within the city that have the potential to have been impacted by previous releases of contaminated materials. Following incorporation, the City of Carson has worked to close down most of the unwanted facilities, enforced a strict building and landscaping code, cleaned up contaminated sites, and worked to attract successful new commercial ventures.

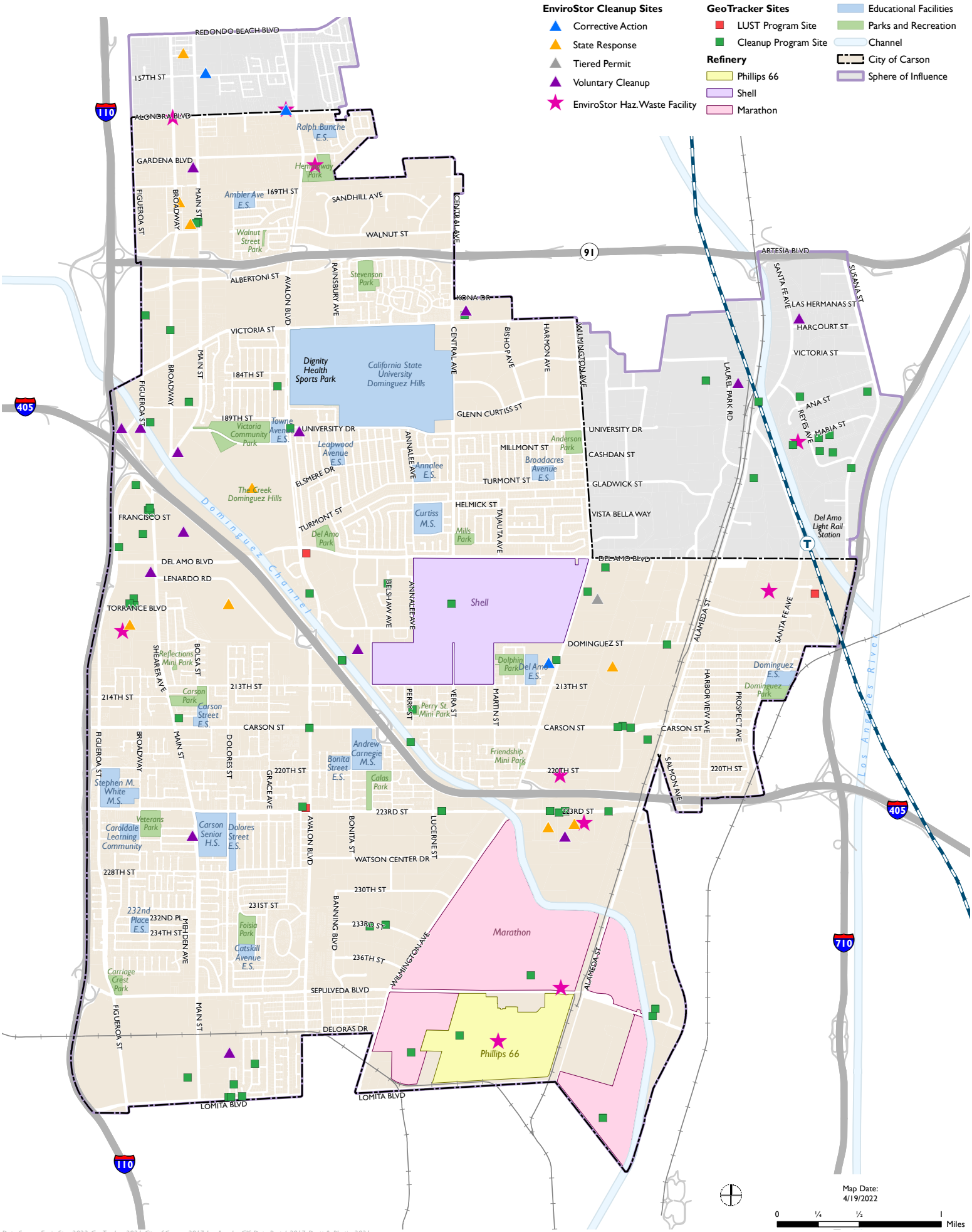
However, there is still a large volume and variety of hazardous materials within the city, which is of great concern to public officials and the community, associated with the routine use, storage, and transportation of hazardous materials for commercial/retail/industrial businesses, educational and government facilities, hospitals, and households (e.g., household cleaners, industrial solvents, paints, pesticides, etc.). Hazardous materials users and waste generators within the city include businesses, public and private institutions, and households.

Figure 7-6 shows the location of open or active hazardous materials sites and facilities, including refineries, cleanup sites, and storage tanks within the city. It should be noted that these sites capture a moment in time, as various databases are constantly updated and sites complete cleanup or are added to the list. Based on information from DTSC's EnviroStor database, there are no U.S. EPA National Priorities List Superfund sites in the city, but there are eight sites on the State Response list, several voluntary cleanup sites, corrective action sites, and tiered California permit sites. In addition, Figure 7-6 maps the locations of over 20 active leaking underground storage tank (LUST) sites and Cleanup Program sites listed in the GeoTracker database managed by the State Water Resources Control Board (SWRCB). The city also has nearly 40 permitted underground storage tanks. There are 27 land disposal sites in the city; all are completed and case closed, but because landfills are a source of methane gas, any development in and around these areas could require additional investigations as outlined by regulatory requirements.

TOXIC RELEASE INVENTORY

The Toxic Release Inventory (TRI) is a U.S. EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain industry groups as well as Federal facilities. TRI sites are known to release toxic chemicals into the air and emissions from these facilities are monitored closely to ensure that they do not exceed their annual permitted limits. TRI reports provide accurate information about potentially hazardous chemicals and their uses to the public in an attempt to give communities more power to hold companies accountable for their actions. There are 14 facilities that filed reports in the year 2019, with multiple reports from some facilities, with a significant majority from the Marathon (previously Tesoro) refinery on South Wilmington Avenue, and also multiple reports from Chemoil and Philips 66 refinery along Sepulveda Road.

Figure 7-6 Hazardous Materials and Sites



Data Source: EnviroStor, 2022; GeoTracker, 2021; City of Carson, 2017; Los Angeles GIS Data Portal, 2017; Dyett & Bhatia, 2021

TRANSPORTATION OF HAZARDOUS MATERIALS

The transport of hazardous materials through the city is regulated by the California Department of Transportation (Caltrans), the California Highway Patrol (CHP), and LACFD. However, there is still the possibility that an upset condition could occur within the city, which would require emergency response. The LACFD responds to all hazardous materials incidents within the city, including those involving rail or pipelines. The CHP, along with local police and fire departments, is in charge of abating spill that occur on the freeway. Caltrans is responsible for additional enforcement and routing assistance.

Truck Transport

Carson is closely bordered by the I-110 freeway on the west; Alondra Boulevard, Greenleaf Boulevard, and Victoria Street to the north; Wilmington Avenue, the I-710 Freeway, and Santa Fe Avenue on the east; and Lomita Boulevard to the south; the I-405 freeway bisects the city and the SR-91 runs east to west across the northern portion of the city. These transportation corridors are a potential source of accidental releases or environmental incidents that could affect the city due to the volume of traffic and the nature of material transported. The DTSC EnviroStor[25] and U.S. EPA RCRAInfo[26] databases list several transporters of hazardous waste in the city such as Kaiser Permanente, Pacific Environmental Management Corporation, Western Transportation Company, and others that are distributed throughout the city. For a full list of transporters and more details about the regulation of hazardous materials transportation in Carson, see the General Plan EIR. For more information and location of truck routes, see Chapter 3: Transportation and Connectivity.

25 DTSC 2017. Registered Hazardous Waste Transporters. Online. http://hwts.dtsc.ca.gov/transporters/trans_name.cfm. Accessed December 2017.

26 USEPA, 2017. RCRAInfo Database, Hazardous Waste Transporters. Online. https://iaspub.epa.gov/enviro/efsystem query.rcrainfo?fac_search=primary_name&fac_value=&fac_search_type=Beginning+With&postal_code=&location_address=&add_search_type=Beginning+With&city_name=Carson&county_name=Los+Angeles&state_code=CA&naics_type=Equal+to&naics_to=&univA=FULL_ENFORCEMENT&univ_search=2&univB=TRANSPORTER&LIBS=&proc_group=0&procname=&act_inact_opt=1&program_search=2&report=1&page_no=1&output_sql_switch=TRUE&database_type=RCRAINFO, Accessed December 2017.

Train Derailment

Carson is served by three transcontinental railroads: Union Pacific, Southern Pacific and Santa Fe. The Union Pacific runs along the eastern section of the city, as it converges onto the Los Angeles City container transfer facility, which borders the west side of Long Beach. The Southern Pacific runs along the central, southern and eastern section of the city. The Santa Fe extends into the eastern section of the city. In addition to the rail lines that serve business and industrial uses, the Metro Blue Line light rail traverses the eastern portion of the city and offers alternative transportation to downtown Los Angeles and Long Beach.

There are generally two types of safety hazards associated with train operations: 1) Pedestrian and vehicular accidents involving trains, and 2) Derailments. A major train derailment could encompass many threats, such as hazardous materials incident, fire, and severe damage to either adjacent buildings or vehicles, and the loss of life to pedestrians and those in adjacent buildings or vehicles, as freight trains which traverse the city haul various types of hazardous and explosive materials, including chlorine gas and low-pressure natural gas.

Pipelines

There are several crude oil and petroleum product pipelines that transect the city, associated with the three refineries located in the city. The Southern Pacific Pipeline transports a significant amount of various products through the city from several different locations.[27] These pose a hazard risk due to leaking or possibility of fires or explosions, which could result in soil and/or groundwater contamination, injury and/or destruction of property. If a pipeline is found to be damaged or broken, the LACFD, as the first responder, would contact the operator of the damaged pipeline and take steps to mediate spill and/or fire suppression if required. As discussed above, the LACFD has the emergency numbers for the pipeline operators and will contact them immediately if a situation arises. Additionally, the LACFD has the responsibility to contact the State Office of Emergency Services for any pipeline rupture, fire, or explosion.

27 City of Carson, 2000. Carson General Plan Safety Element. Online. http://ci.carson.ca.us/content/files/pdfs /planning/generalplan/Chapter%206_Safety.pdf, Accessed December 2017.

OIL FIELDS

The city overlies parts of two oil fields: the Dominguez and Wilmington oil fields. According to the 2021 Report of California Oil and Gas Production Statistics,[28] for the year of 2019, the Dominguez Oil Field produced 5,818 barrels of oil and the on-shore oil production portion of the Wilmington Oil Field produced 4,736,467 barrels of oil. Petroleum contains several components that are considered hazardous, such as benzene, a known carcinogen. Oil field activities often include the use of hazardous materials like fuels and solvents. In the past, day-to-day practices in oil fields were not environmentally sensitive and resulted in oil-stained soils and other contaminants in and around oil fields. Remediation of these areas is generally required when the oil field is no longer economically productive. Comprehensive site investigations are required to accurately identify and characterize any soil and groundwater contamination. As discussed above, many of these sites

28 Department of Conservation Division of Oil, Gas, & Geothermal Resources, 2021. 2019 Report of California Oil and Gas Production Statistics. Online. https://www.conservation.ca.gov/calgem/pubs_stats/annual_reports/Pages/annual_reports.aspx, Accessed August 2021.

located within the City of Carson are undergoing or have undergone remediation to clean up contamination. However, undocumented oil contaminated soils could always be uncovered which are considered hazardous. Additionally, as discussed below, methane gas is associated with oil production, and any future development in and around oil wells should require additional investigations. Blowout prevention devices are generally used by well operators whenever oil wells are being drilled or reworked. However, improper installation or faulty devices could potentially result in a blowout at a drilling facility.

AIRPORT HAZARDS

The City of Carson does not have any public airports, but aircraft originating and departing from major airports in the area traverse the skies over Carson. The airports nearest to the city are the Los Angeles International Airport, located approximately 12.7 miles northwest and the Long Beach Airport, located approximately 13 miles southeast. There are also two general aviation airports located near the Planning Area: the Compton/Woodley Airport, located approximately 2,400 feet northeast of the City's SOI, and the Torrance Airport, approximately 2.25 miles west of the city. Additionally, the Goodyear Blimp Base Airport and the Carson Sheriff Station Heliport are private air strips located within Carson[29] that are registered with the Federal Aviation Administration (FAA) in Los Angeles County. The FAA regulates and addresses impacts of the blimp operations for the base and surrounding properties.

Aircraft flying over Carson are located in the Los Angeles Terminal Control Area (TCA). The TCA is airspace restricted to large, commercial airliners. Each TCA has an established maximum and minimum altitude in which a large aircraft must travel. Smaller aircraft may also transit the TCA, when traffic conditions permit, by obtaining Air Traffic Control clearance. Aircraft departing from airports other than the Los Angeles International Airport (LAX) with flight routes through the TCA are required to inform Air Traffic Control. Risk of hazards due to aircraft activity in the Planning Area are typical of heavily trafficked airports such as LAX.

29 Tollfree Airline, 2017. Los Angeles County Public and Private Airports, California. Online. http://www.tollfreeairline.com/california/losangeles.htm, Accessed December 2017

Image source: BBC https://www.bbc.com/news/world-us-canada-57623741

7.6 Guiding and Implementing Policies

This section contains guiding and implementing policies that focus on citywide issues and those of a programmatic high-level nature as it relates to addressing community services, education, and safety in Carson. Text in italics is for reference only and is not considered adopted policy.

GUIDING POLICIES

Educational and Community Facilities

CSES-G-1 Work with the Los Angeles Unified School District and other education providers to ensure educational facilities with sufficient permanent capacity are available to meet the needs of current and future projected enrollment. Consult with the school districts on policies and projects that affect the provision of educational facilities and services.

CSES-G-2 Foster an environment in which children and youth can flourish. The foundation of this vision is a strong and active partnership among the city, school districts, libraries, and all segments of the community, so that powerful learning from the earliest years is a citywide experience and responsibility.

CSES-G-3 Continue to promote access to lifelong learning opportunities that align with the learning needs and abilities of all community members.

CSES-G-4 Promote opportunities for higher learning and education with California State University Dominguez Hills, with linkages to the city's technology and manufacturing base and highly skilled workforce.

CSES-G-5 Ensure library facilities in the city, and services and programs are adequate and appropriate to meet the community's needs for education and lifelong learning services and as a community gathering space.

CSES-G-6 Promote an adequate and diverse supply of childcare facilities that are affordable and accessible for families, and provide safe, educational, and high-quality services for children.

Public Safety Services

CSES-G-7 Provide a safe environment to live, work, and play for Carson residents and visitors.

CSES-G-8 Continue to support and coordinate with the Los Angeles County police and fire services.

CSES-G-9 Strive to increase transparency and accountability for all public safety services.

Seismic and Geologic, and Soil and Ground Surface Hazards

CSES-G-10 Proactively minimize risk of seismic and geologic hazards to the property and lives of Carson residents, businesses, and visitors.

CSES-G-11 Seek to reduce potential damage to property and repercussions from damaged heavy industrial facilities due to seismic hazards.

Flood Hazards

CSES-G-12 Strive to minimize injury and loss of life, damage to public and private property and infrastructure, and economic and social disruption caused by flood hazards.

CSES-G-13 Incorporate strategies to reduce flooding impacts caused by urban runoff.

Hazardous Materials

CSES-G-14 Protect Carson residents and workers from hazardous material exposure and minimize the threat to the public health and safety and to the environment posed by a release of hazardous materials.

CSES-G-15 Strive to minimize the effects from natural and anthropogenic disasters to reduce, to the extent possible, the social, safety, health, and economic impacts that these may have on the community.

CSES-G-16 Continue mitigating against and restricting hazardous material usage in efforts to reduce pollution and hazard burden on Carson residents.

IMPLEMENTING POLICIES

Educational and Community Facilities

CSES-P-1 Support efforts by the Los Angeles Unified School District, Compton Unified School District, and childcare service providers to establish, maintain, and improve educational facilities and services to accommodate projected enrollment resulting from the city's population growth and development.

The General Plan projects that student enrollment will increase by 622 students and that there is sufficient capacity to meet Carson's existing and future enrollment needs.

CSES-P-2 Seek to locate new community-oriented public facilities such as libraries, community gardens, parks, and recreation centers and invest in improvements of existing facilities near local schools where feasible, so that these locations may function as the "heart" of a community.

CSES-P-3 Partner with schools to involve families and youth in community programs such as community policing and relationship-building programs, including educational and mentoring initiatives.

CSES-P-4 Coordinate with local businesses, organizations, colleges, and school districts to support a year-round calendar of community events at schools and other community centers in Carson. Events should be geared toward families and youth, and contain components of physical activity, healthy food, arts, and music.

CSES-P-5 Monitor library, community, and educational facilities and programs to expand as needed to commensurate with the city's population growth.

CSES-P-6 Coordinate with Los Angeles County Library to provide adequate library facilities and programs that align with the community's learning needs, abilities and demographics, and changes in technology, such as through facility design, services and service delivery methods, and partnerships with educational and learning institutions.

CSES-P-7 Support innovations in learning methods through facilities and programs that offer opportunities for individual and collaborative learning, as well as areas for community gathering that foster the exchange of knowledge and ideas.

CSES-P-8 Support educational resources that cater to a diverse professional population, including premier intellectual, development and research services for major businesses.

CSES-P-9 Continue to partner with local school districts to optimize the joint-use of school facilities for community use.

CSES-P-10 Facilitate student engagement and learning through expanded programs and activities, especially learning about local government and business entities.

CSES-P-11 Encourage a range of childcare facilities, including family day care homes, public and private centers, preschool programs, and before and after school programs. *Under SB 234, family daycare facilities are required to be treated as a residential use of property.*

CSES-P-12 Partner with CSUDH to promote educational programs focusing on technology, research and development, manufacturing and industrial trades, and biotechnology uses to continue to develop a skilled workforce in the Carson community.

Public Safety Services

CSES-P-13 Work with LASD to develop a Strategic Plan for the Carson Station on approaches to reduce crime, improve response time, maintain staffing needs, increase community collaboration to establish policing priorities, and foster a vibrant and resilient community.

CSES-P-14 Continue to engage the Police and Fire Departments in the development review process to ensure that projects are designed and operated in a manner that minimizes the potential for criminal activity and fire hazards and maximizes the potential for responsive police and fire services.

CSES-P-15 Apply Crime Prevention through Environmental Design principles in the design of new development and encourage the provision of adequate public lighting; windows overlooking streets or parking lots; and paths to increase pedestrian activity within private development projects and public facilities in order to enhance public safety and reduce calls for service.

CSES-P-16 As part of Carson's Public Safety Services Center, continue to employ community-based policing strategies and encourage the establishment of neighborhood watch programs in partnerships with community groups.

Seismic and Geologic, and Soil and Ground Surface Hazards

CSES-P-17 Maintain updated maps of known seismic and other geologic hazards such as fault lines to inform land use decisions and monitor the threat of future seismic activity to existing development, especially areas with heavy industrial uses or refineries.

Earthquakes have the potential to rupture gas lines, tanks, or damage infrastructure, which presents a significant health and safety risk to Carson residents and workers.

CSES-P-18 In areas of high liquefaction risk (see Figure 7-4), require that project proponents submit geotechnical investigation reports and demonstration that the project conforms to all recommended mitigation measures prior to City approval. Ensure that sensitive or potentially hazardous facilities, such as refineries, heavy industrial, or former landfills, are prepared for a liquefaction event and designed to mitigate hazardous material releases.

CSES-P-19 Given that a known fault line crosses SR-91, prepare for transportation and infrastructure impacts if a seismic event were to occur.

CSES-P-20 Continue to enforce rules and regulations on designing buildings to the current seismic standards and ensure that erosion is controlled through drainage and grading plans and that all geotechnical design requirements for projects are adhered to.

Flood Hazards

CSES-P-21 Coordinate with FEMA, the Los Angeles County Flood Control District (LACFCD), and neighboring jurisdictions on flood control maintenance on various flood control channels.

CSES-P-22 Seek to reduce impacts of localized urban flooding by incorporating green infrastructure, limiting impervious surfaces, and promoting pervious surfaces or materials throughout the Planning Area.

CSES-P-23 Ensure that areas experiencing localized flooding problems are targeted for storm drain improvements. To this end, work closely with Los Angeles County Department of Public Works and other cities in the South Bay region to ensure that facilities are adequate to accommodate storm waters.

CSES-P-24 Utilize open space to mitigate flood impacts and preserve as open space areas that cannot be mitigated for flood hazard.

Hazardous Materials

CSES-P-25 Coordinate with other jurisdictions and agencies on disaster preparedness regarding heavy industrial uses, including incidents related to the transportation of hazardous materials, pipelines, oil fields, refineries, fires, and methane gas, among others.

CSES-P-26 Minimize the threat to public health and safety and the environment through strict enforcement of rules and regulations and by working closely with first responders.

CSES-P-27 Minimize the threat of a release of hazardous materials through strict enforcement of rules and regulations, monitoring business operations which handle hazardous materials through the permitting process, and identifying emergency procedures and evacuation routes.

CSES-P-28 Regulate development on sites with known contamination of soil or groundwater to ensure that construction workers, future occupants, adjacent residents, and the environment are adequately protected from hazards associated with contamination.

CSES-P-29 Continue to require remediation of hazardous material releases from previous land uses as part of any redevelopment activities.

CSES-P-30 Continue to work with various City departments and other jurisdictions, including the Public Safety Services and County Fire and Sheriff's Departments, to provide Carson residents with updated information regarding emergency preparedness and disaster planning regarding seismic events and responses to hazards.

CSES-P-31 Maintain and update as necessary or produce plans that specifically address hazards and that identifies emergency response and recovery actions in the event of an incident. Such plans include the State Emergency Management System (SEMS) Multi-Hazard Function Plan and the Natural Hazards Mitigation Plan.

Potential funding source includes the State of California Governor's Office of Emergency Services (Cal OES).

CSES-P-32 Review neighborhood access needs and ensure safe evacuation routes, especially for residential areas near refineries and heavy industry.

CSES-P-33 Strictly enforce federal, State and local laws and regulations relating to the use, storage, and transportation of toxic, explosive, and other hazardous and extremely hazardous materials to prevent unauthorized discharges.

CSES-P-34 Continue coordination efforts with the LACFD to ensure their capability to address fires and other emergencies at refineries, tank farms, and other heavy industrial facilities within the City.

CSES-P-35 Support environmental remediation of contaminated soils and hazardous waste sites.

Assembly Bill 2140 (AB 2140) Fact Sheet

Information for Counties and Cities

What is AB 2140?

Passed in 2006, Assembly Bill No. 2140 (AB 2140) allows California counties and cities to be considered for additional state cost-share on eligible Public Assistance projects by adopting their current, FEMA-approved local hazard mitigation plans (LHMPs) into the Safety Element of their General Plan. This adoption, along with other requirements, makes the county or city eligible to be considered for part or all of its local-share costs on eligible Public Assistance projects to be provided by the state through the California Disaster Assistance Act (CDAA). For more information regarding Public Assistance, please visit Cal OES Public Assistance Division.

How Can AB 2140 Help Counties, Cities, and Your Citizens?

For eligible Public Assistance projects, the typical local (non-federal) cost share is 25% of the total project cost. CDAA can allow the state to pay up to 18.75% of the non-federal share, that would otherwise fall upon the county or city, to pay for eligible Public Assistance projects once the legislature has passed a bill allowing additional state funding after a disaster occurs. Upon approval of the legislature, counties and cities that are AB 2140 compliant are also eligible to be considered for the remaining 6.25% local share to be funded by the state, essentially covering the entire local-share cost for eligible Public Assistance projects. Please note that funding is not guaranteed.

What Do You Need to Know?

- AB 2140 is **not** a requirement; it is an optional state incentive to help counties and cities become more resilient to natural hazards. Be sure to work with your planning department as the process proceeds.
- There are multiple steps that must be completed before Cal OES can issue a letter of AB 2140 compliance. These steps are listed in detail below in the section *What Are the Steps to Become AB 2140 Compliant?*
- Be aware that adopting the LHMP via a formal resolution is a federal requirement for FEMA to officially "approve" the LHMP and does not make your jurisdiction automatically AB 2140 compliant. AB 2140 is a state incentive which also requires adopting your LHMP into the Safety Element of your General Plan. However, both adoptions can take place at the same time using the same adoption resolution.
- AB 2140 compliance expires when the LHMP expires. You must re-adopt the LHMP itself **AND** adopt the LHMP into the Safety Element of your General Plan each time you update your LHMP in order to continue compliance.
- For multi-jurisdiction hazard mitigation plans (MJHMPs), the county and each city in the MJHMP must adopt its own specific annex into its own General Plan

Safety Element. Annex jurisdictions are not covered under the county's adoption.
- Special districts are not eligible for AB 2140 compliance as they do not have General Plans.
- For additional information on General Plan and Safety Element requirements please contact the California Office of Planning and Research (OPR).

What Are the Steps to Become AB 2140 Compliant?

1. Complete and submit an LHMP to the Governor's Office of Emergency Services (Cal OES). A jurisdiction must have a current, FEMA-approved LHMP.
    a. Cal OES will provide an initial review and, if applicable, request required revisions based on the FEMA LHMP Guidance.
    b. Once Cal OES has determined the plan has met all FEMA LHMP requirements, Cal OES will then forward the LHMP to FEMA for final review and approval.
    c. For questions or assistance, please contact the Cal OES Local Mitigation Planning Unit at mitigationplanning@caloes.ca.gov.

2. LHMP adoption **AND** adoption into the Safety Element of the General Plan
    a. Adopt the LHMP via a formal resolution following your jurisdiction's typical procedure once FEMA has issued "approvable pending adoption" (APA) status. Once FEMA receives a signed adoption resolution, they can then issue an official "approval" notice for your LHMP.
        i. A sample adoption resolution for your LHMP is provided in Appendix B of the FEMA LHMP Policy Guide.
    b. At this time, you may also choose to adopt the LHMP into the Safety Element of your General Plan using the same resolution in order to meet a requirement of AB 2140 compliance (see step 3).
        i. Within the Safety Element update adoption resolution, there must be language specific to adopting the LHMP into the Safety Element of the General Plan, and the resolution must be signed and approved before the LHMP expires. This adoption can occur at the same time the LHMP is adopted to comply with FEMA requirements, or it can occur after the LHMP is approved but before it expires after five years.
    c. At any time during the life of an approved LHMP a jurisdiction may choose to adopt the LHMP into the Safety Element of their General Plan, however, when the LHMP expires, AB 2140 compliance will also expire.

3. Safety Element Language
    a. The local agency must include language specific to the LHMP within the Safety Element of their General Plan **and** make the LHMP easily accessible in its entirety as a weblink, appendices, or attachment (see step 4).
    b. Jurisdictions should follow their own internal procedures for Safety Element language, however, below is sample language that may be used:
        i. "The Local Hazard Mitigation Plan (LHMP) for the [*Add Jurisdiction Name*] planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy changes, programs, projects, and other activities. (Add a web link or language directing to the LHMP attachment or appendix within the Safety Element. Discussed further in step #4 below.)"

4. LHMP Accessibility and Links
    a. The current, approved LHMP must be easily accessible and available to the public viewing the Safety Element. This requirement can be met by linking the LHMP electronically to the General Plan Safety Element or by including the LHMP in its entirety as an attachment or appendix in the Safety Element and referencing its location with the plan.
    b. Web links should be monitored so that they are in working condition and bring the viewer to the most recent approved version of the LHMP.

5. E-mail the link to the updated General Plan Safety Element web page along with the signed adoption resolution(s) to the Cal OES AB 2140 inbox ab2140@caloes.ca.gov for review and approval.

Frequently Asked Questions

Q: Who do I contact if I have additional questions regarding my LHMP or AB 2140 status?
A: For questions regarding AB 2140 compliance please contact ab2140@caloes.ca.gov. For questions pertaining to your LHMP, please contact the Cal OES Local Hazard Mitigation Planning team at mitigationplanning@caloes.ca.gov.

Q: If a county is AB 2140 compliant, are its cities automatically covered?
A: No. Each county and city must:
1. Have either your own stand-alone LHMP or have an annex in a MJHMP.
2. Have adopted your approved stand-alone LHMP or annex into your own General Plan Safety Element.

Q: Can a jurisdiction obtain AB 2140 compliance before their LHMP is approvable pending adoption (APA) from FEMA?
A: No. The LHMP must be either APA or officially "approved" by FEMA before you may adopt to obtain AB 2140 compliance.

Q: Are special districts covered under their county's LHMP since they do not have their own general plan?
A: No. Special districts are not qualified for additional cost share under AB 2140 because they do not have a General Plan.

Q: If a county or city becomes AB 2140 compliant, does this compliance last forever?
A: No. AB 2140 compliance expires on the day the LHMP expires. You must re-adopt your LHMP into your General Plan Safety Element each time you update your LHMP.

Q: Once a county or city becomes AB 2140 compliant, are they guaranteed funding?
A: No. You will be eligible to be considered for additional CDAA funding upon approval of the legislature. There is no guarantee of funding.

Q: Can a city or county adopt their LHMP to obtain AB 2140 compliance at the same time they adopt their LHMP to fulfill the FEMA requirement when the LHMP is approvable pending adoption?
A: Yes, this is a viable option. It is crucial, however, that Cal OES receives a copy of the adoption resolution to ensure compliance. Your jurisdiction is

not compliant until Cal OES has documentation and has issued a compliance letter.

Q: If the actual LHMP is added to the General Plan, but not within the Safety Element, is language still required in the Safety Element?
A: Yes, language specific to the LHMP and a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP in its entirety is required to be in the Safety Element.

AB 2140 Compliance Checklist

In order to issue a letter of AB 2140 compliance, Cal OES will review and verify that your jurisdiction has performed the following:

- ✓ Has a current, FEMA-approved or approvable pending adoption (APA) LHMP.
- ✓ Formally adopted the LHMP via resolution.
- ✓ Formally adopted the most current, approved LHMP into the Safety Element of your General Plan via resolution.
- ✓ Included language within the Safety Element of your General Plan that references your LHMP.
- ✓ Included a web link, appendix, or language within the Safety Element that directs the public to the most current, approved LHMP *in its entirety*.
- ✓ E-mailed the link to the updated General Plan Safety Element web page along with the signed, adoption resolution(s) to the Cal OES AB 2140 inbox ab2140@caloes.ca.gov for review and approval.

For AB 2140 Questions: ab2140@caloes.ca.gov

For LHMP Questions: mitigationplanning@caloes.ca.gov

For Public Assistance and CDAA Questions: DisasterRecovery@caloes.ca.gov

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVING A PURCHASING AND SERVICE AGREEMENT WITH JOHNSON CONTROLS, INC., TO PURCHASE AXIS BODY WORN CAMERA SYSTEM (CITY COUNCIL)

I. SUMMARY

The City of Carson is seeking to improve its public safety services with the implementation of body-worn cameras for its Public Safety staff. These cameras will enhance accountability, transparency, and evidence collection for public safety enforcement activities. After a comprehensive review of available systems and vendors, staff has identified the Axis Body Worn Camera System as the most effective solution to meet the City's needs (Exhibit No. 2).

Staff recommends that the City Council approve the purchase and service agreement with Johnson Controls, Inc. to purchase the Axis Body Worn Camera System and provide three-year service agreement in the amount not to exceed $149,576.70, with City option to extend the agreement for one (1) additional three-year term (Exhibit No. 1).

Competitive bidding was not necessary as per the City's Municipal Code, since the City was able to leverage the competitive bidding exceptions outlined in Section 2611(g) for cooperative purchasing.

II. RECOMMENDATION

1. AWARD and APPROVE the proposed Purchase and Service Agreement with Jonson Controls to purchase the axis body worn camera system and provide three-year of equipment service in the amount not to exceed $149,576.70, with City option to extend the agreement for one (1) additional three-year term; and
2. AUTHORIZE Mayor to execute the Purchase and Service Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council as allowed by law.

IV. BACKGROUND

The Axis Body Worn Camera System from Johnson Controls, Inc. represents a significant advancement in the City's efforts to enhance transparency, accountability, and security in public safety operations. Staff recommends approval of the purchase and service agreement to facilitate the implementation of this system.

Staff recommends that the City Council approve the purchase and service agreement with Johnson Controls, Inc. to purchase the Axis Body Worn Camera System and provide three years of equipment service in the amount not to exceed $149,576.70.

By leveraging the Sourcewell cooperative agreement with Johnson Controls (Contract No. 070121-JHN), the City will be able to procure the specialized materials necessary for the Axis Body Worn Camera System.

Section 2611(g) of the City's Municipal Code (CMC) allows 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 pursuant to 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 made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by 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. Staff's proposed procurement of the equipment and services is proposed through Sourcewell Contract #070121-JHN (Exhibit No. 3).

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 body cameras (Exhibit No. 4).

V. FISCAL IMPACT

If Purchasing and Service Agreement is approved, the total cost of $149,576.70 will be paid out of Public Safety 101-55-593-138-6004- account, resulting in no net fiscal impact.

VI. EXHIBITS

1. Purchasing and Service Agreement with Johnson Controls Inc.
2. Johnson Controls Cost of Proposal
3. Sourcewell Contract No. 070121-JHN
4. Purchasing Waiver

Attachments

1. Purchase Agreement with Johnson Controls (Body Cameras).pdf
2. Johnson Control Body Camera Proposal.pdf
3. Sourcewell JC Contract No. 070121-JHN.pdf
4. Purchasing Waiver (Body Cam - Johnson Controls).pdf

PURCHASE AND SERVICES AGREEMENT
BY AND BETWEEN
THE CITY OF CARSON AND
JOHNSON CONTROLS INC.

THIS PURCHASE AND SERVICES AGREEMENT ("Agreement") is executed this _____ day of _____, 2025 ("Effective Date"), by and between the CITY OF CARSON, a California municipal corporation ("City"), and JOHNSON CONTROLS INC., a Wisconsin corporation authorized to conduct business in California ("Seller"). City and Seller may be referred to, sometimes individually or collectively, as "Party" or "Parties."

1. Purchase and Sale of Goods and Services. On and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, deliver and provide to City and City agrees to purchase and accept from Seller, the equipment and warranty therefor ("Goods"), and services ("Services"), described in Section 2 and specified in Exhibit "A" attached hereto and incorporated herein by this reference, for the total purchase price ("Purchase Price") set forth in Section 3.

2. Description of Goods. The Goods being sold by Seller to City consist of (a) systems material hardware (Axis and Qumulex hardware), (b) systems and cloud storage, (c) revocable, non-exclusive, non-transferrable, royalty-free license for the Term for City to use any intellectual property associated with Seller's provision and City's use of, the Goods and Services and (d) warranties (given by both Seller and equipment manufacturers), as part of a new W110 Body Worn Camera system for the City, and the Services consist of provision of engineering, drawings and documentation, programming, material installation, testing, commissioning and training, all as described herein and as specified in Exhibit "A." The equipment manufacturers require all installations of their equipment and systems be performed by a licensed/registered integration company in order to maintain the warranty status. Any equipment installation or service provided by an unauthorized party will void the equipment warranty.

3. Purchase Price. The total Purchase Price which City agrees to pay to Seller for purchase, sale and delivery of the Goods and provision of Services is not to exceed One Hundred Forty Nine Thousand Five Hundred Seventy Six Dollars and Seventy Cents **($149,576.70)**, as provided in further detail in Exhibit "A." The Purchase Price is in compliance with Sourcewell Contract# 070121-JHN including Sourcewell terms and conditions.

4. Term. The term of this Agreement shall expire three (3) years after Seller completes all Services to City's satisfaction in the Contract Officer's sole discretion ("Term"). The City may, at its sole discretion, elect to extend the Term by three (3) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term will be the same as that listed in Exhibit "A."

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, or is otherwise entitled to sell, the Goods. The Goods are free and clear of any restrictions on or conditions to transfer or assignment, and City will acquire absolute title to the Goods free and clear of mortgages, liens, pledges, charges, encumbrances, equities, claims, covenants, conditions and restrictions except for such as may be created or granted by City. The Goods are in conformity with the manufacturer's specifications, descriptions, representations and warranties. Seller is aware that City is purchasing the Goods for use in City's operations and that City is relying on Seller's warranties that the Goods are fit for this purpose and the ordinary purposes for which the Goods are normally used.

6. Time of Delivery. The date and time of delivery of the Goods shall be no later than 45 calendar days (a) following issuance of a Notice to Proceed by City's Contract Officer or (b) after the Effective Date, as determined by the Contract Officer, during City's business hours which are Monday through Thursday 7:00 am to 3:30 pm.

7. Place of Delivery. The Goods shall be delivered to City of Carson, City Hall at 701 E. Carson St. Carson, CA 90745.

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 associated with the price of the Goods. Seller shall invoice City for purchase of the Goods, and City shall remit payment by no later than thirty (30) days after City's acceptance of the Goods. For the Services, Seller shall invoice the City monthly and City shall remit payment by no later than thirty (30) days. The forgoing notwithstanding, City will use its best efforts to cause Seller to be paid within thirty (30) days of receipt of Seller's correct and undisputed invoice; however, Seller 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 Seller for correction and resubmission. Review and payment by City for any invoice provided by the Seller shall not constitute a waiver of any rights or remedies provided herein or any applicable law. In the event City fails to comply with payment terms herein, Seller may, upon giving thirty (30) days written notice to City and without prejudice to and in addition to any other legal remedies, suspend its performance of services under this Agreement.

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 and Services tendered and the tender itself will conform fully to the terms and conditions of the Agreement. In the event of rejection by City of the whole of the Goods or Services 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.

(f) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Seller's profession and the Services hereunder with limits not less than $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Seller pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Seller shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:

i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of Seller's proprietary technology products (software) required under the contract for Seller to properly perform the services intended.

iv. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

v. Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

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 third-party claims for personal injury, including death, or tangible property damage but only to the extent such damages, losses and expenses are caused by the negligent acts or willful misconduct of Seller in fulfilling its obligations under this Agreement.

Seller represents and warrants that it owns or is otherwise authorized to grant City the right to use, all intellectual property rights associated with Seller's provision of the Goods and Services, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("IP Claims") against City to the extent that such IP Claims are based upon the City's use of the Services (excluding third party products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that such use is in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Seller and shall survive termination of this Agreement.

In the event of any IP Claims, or in Seller's opinion is likely to occur, Seller shall at its option and expense and with prior notice to City: (a) modify the Services to be non-infringing; (b) obtain for City the right to use the Services as set out in this Agreement at no cost to City; or (c) replace the infringing product. When product is manufactured by third party, Seller will work with third party on replacement or resolution. Seller's options set forth in this paragraph, whether or not exercised, shall in no way eliminate, reduce, curtail or abridge Seller's obligations to indemnify and defend City in the event of any IP Claims. The foregoing will not apply to patent or copyright infringements caused by: (i) misuse or modification of the product by the City or its employees, agents, or downstream customers, (ii) use of the product in combination with other materials, goods, products or services for which the product was not intended to be used (as demonstrated by applicable product literature), (iii) failure of City to implement any update provided by Seller that would have prevented the claim, (iv) product that's made to the City's specifications or designs, or (v) claims with respect to third party hardware, software or services.

Seller shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Services with software, hardware or other materials not furnished or approved in writing by Seller if such infringement would have been avoided without such software, hardware or other materials.

The City may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies.

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 or Services, as determined in City's sole and absolute discretion, and upon written notice thereof given to Seller, Seller shall replace the defective Goods and Services without delay or cost to the City. In the event of Seller's failure to replace the Goods or Services 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 or Services, 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. Nora A. Garcia, Director of Public Safety & Emergency Management, 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: Johnson Controls Inc.
Corporate Headquarters
5757 N. Green Bay Ave.
Milwaukee, WI 53209

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 price therefor as set forth herein. After City accepts the Goods, the City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Seller, except that where termination is due to the fault of the Seller, the period of notice may be such shorter time as may be determined by the Contract Officer.

25. Venue. All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Los Angeles County, California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties to this Agreement have duly executed in on the day and year first above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

SELLER:

JOHNSON CONTROLS, INC., a Wisconsin 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, SERVICES AND PRICING

Seller shall provide a turnkey, complete installation of the material and labor listed in the BOM/Bill of Materials. This delivery of the Axis Body Worn Camera system includes engineering, documentation, programming, material installation, testing, commissioning, and training for a complete and fully functional system.

It includes the integration with the Qumulex Security/CCTV video management system for cloud-based storage consistent with the current storage configuration.

Material: Bill of Materials cloud storage, software, licenses	**$ 20,230.76**
Material: Bill of Material Axis & Qumulex hardware	**$103,727.54**
Tax: Local, State, Federal Taxes at 10.25% on hardware only	**$ 10,632.07**
Labor:	**$ 14,986.33**
Total Investment: for System Delivery (material and Labor):	**$ 149,576.70**

Note: The equipment manufacturers require all installation to be performed by a licensed and registered low voltage system integration company to maintain the warranty status. Any equipment installation or service provided by an unauthorized party will void the equipment warranty.

A more detailed breakdown of costs is shown below in the Bill of Materials:

SYSTEMS - CLOUD STORAGE- SOFTWARE LICENSE & CLOUD STORAGE		
QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE	29
CS30-60	**30** DAY CLOUD VIDEO STORAGE, ***3 YEARS*** - FOR 29 SINGLE IMAGER CAMERA	1
02724-001	1YR AXIS LICENSE FOR LIVE STREAM VIDEO & AUDIO	29
SYSTEMS MATERIAL HARDWARE – AXIS & QUMULEX HARDWARE		
QXS500-18	QxStation 500 - 2U rackmount gateway with 18TB HDD. 32 Cameras	1
02680-024	W110 BODY WORN CAMERA	29
02646-004	W703 DOCKING STATION 8 BAY	4
01964-004	W800 SYSTEM CONTROLLER POWER ADAPTOR	1
01583-004	S2224 APP 24CH COMPACT DESKTOPCLIENT/SERVER	1
01859-001	SURVEILLANCE HARD DRIVE 6TB IS A 3.5-INCH - INTERNAL	3
01581-004	S2212 CAMERA STATION APPLIANCE 12 CH DESKTOP/SERVER 6 TB STORAGE	1
01527-001	EXTERNAL RFID SECURED READER 13.56MHZ + 125KHZ	1
SYSTEMS LABOR – DELIVERY		
AXIS	AXIS FIELD ON SITE IMPLEMENTATION SUPPORT	
JCI	SYSTEM DESIGN, ENGINEERING, DOCUMENTATION, PM, ADMIN SUPPORT	

Training:

Seller offers a variety of training options for the convenience of every end user. Seller shall arrange on-going training at City's site or "in house" training at any of Seller's Sales & Service Offices (SSOs) around the globe. Seller will also provide technical training from any of its regional engineering offices with computer labs.

Seller performs most of the training with its own qualified trainers, applications managers, and systems professionals, and it also enlists the support of the product manufacturer for on-site training or factory demonstrations. Seller will facilitate this off-site training with various equipment manufacturers and customize a program to satisfy City's needs. Seller will also provide training schedules, syllabi, and other documentation upon request.

Once Seller completes the delivery and training, it will provide all manuals and/or other documentation regarding all newly installed components of the system at the City's request.

Johnson Controls

PROPOSAL / QUOTATION
FOR:

City of Carson: Request for Proposal Body Camera System-W110

AXIS COMMUNICATIONS

March 5, 2025

This Proposal is in accordance with Sourcewell Contract #070121-JHN

Presented to:
The City of Carson, California
Nora A. Garcia
Director of Public Safety & Emergency Management

Submitted by:
Mark Thummel
Account Executive-Building Solutions NA
(702) 664- 9100 / mark.a.thummel@jci.com

Johnson Controls Inc. - Proposal Scope of Work

Johnson Controls is pleased to provide the following proposal outlining the scope of work for your consideration.

Project Description: Johnson Controls shall provide a turnkey, complete installation of the material and labor listed in the BOM / Bill of Material. This delivery of the Axis Body Worn Camera system includes engineering, documentation, programming, material installation, testing, commissioning, and training for a complete and fully functional system.

This proposal includes the integration with the Qumulex Security/CCTV video management system for cloud-based storage consistent with the current storage configuration.

Johnson Controls has a deep history of being a security solutions provider for hundreds of municipalities nationwide. We appreciate the benefits local cities provide, and the challenges they face. We are proud to serve as trusted security solutions provider and partner.

Johnson Controls Inc. has locations throughout the state of California, and we are in good standing with the California Secretary of State. Additional information about JCI includes:

Name of Company	Johnson Controls Inc.
Corporate Address	5757 N. Green Bay Ave. Milwaukee, WI 53209
Form of Ownership	C Corp.
Number of Employees	Johnson Controls Security Inc. has approximately 10,400 employees.
FEIN	39-0380010
DIR – Prevailing Wage	100000593
Description of Business	Johnson Controls Inc is a unit of Johnson Controls International plc, and a leading security systems integrator since 1874.

Cost Proposal – Investment Summary – Body Camera W110

This Proposal is in accordance with Sourcewell Contract #070121-JHN

Material: Bill of Materials cloud storage, software, licenses	**$ 20,230.76**
Material: Bill of Material Axis & Qumulex hardware	**$103,727.54**
Tax: Local, State, Federal Taxes at 10.25% on hardware only	**$ 10,632.07**
Labor:	**$ 14,986.33**
Total Investment: for System Delivery (material and Labor):	**$ 149,576.70**

Note: The equipment manufacturers require all installation to be performed by a licensed and registered low voltage system integration company to maintain the warranty status. Any equipment installation or service provided by an unauthorized party will void the equipment warranty.

Bill of Materials – W110 Body Worn Cameras

SYSTEMS - CLOUD STORAGE- SOFTWARE LICENSE & CLOUD STORAGE		
QXP	SINGLE QUMULEX PRO CLOUD RESOURCE (DOOR, CAMERA) LICENSE	29
CS30-60	**30** DAY CLOUD VIDEO STORAGE, ***3 YEARS*** - FOR 29 SINGLE IMAGER CAMERA	1
02724-001	1YR AXIS LICENSE FOR LIVE STREAM VIDEO & AUDIO	29
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SYSTEMS LABOR – DELIVERY		
AXIS	AXIS FIELD ON SITE IMPLEMENTATION SUPPORT	
JCI	SYSTEM DESIGN, ENGINEERING, DOCUMENTATION, PM, ADMIN SUPPORT	

AXIS W110 Body Worn Camera

Made for a safer workplace

AXIS W110 Body Worn Camera is a lighter, friendlier wearable camera for protecting staff and reducing bad behavior. It brings the benefits of wearable cameras to the workplace in sectors like retail, healthcare, transportation, and more. AXIS W110 Body Worn Camera deters, protects, and documents. Wearers and the public feel they're not alone, which contributes to a sense of well-being and a more peaceful workplace. AXIS W110 Body Worn Camera offers excellent image and audio quality with exceedingly sharp images and clear audio for forensic usability. The system features signed firmware and video, secure key storage, and true end-to-end encryption to ensure video integrity.

- > Lightweight and compact
- > Excellent image quality with electronic image stabilization
- > Flexible mounting options
- > Voice feedback

AXIS W110 Body Worn Camera

Camera	
Image sensor	1/2.8" progressive scan RGB CMOS Sensitivity: 0.1 lux
Lens	Focal length: 1.9 mm Horizontal field of view: 140° Vertical field of view: 91° Fixed iris, F2.2
Shutter speed	1/22000 s to 1/25 s with 50 Hz 1/22000 s to 1/30 s with 60 Hz
Video	
Video compression	H.264 (MPEG-4 Part 10/AVC) High Profile
Resolution	1920x1080, 1280x720
Frame rate	25 fps at 50 Hz 30 fps at 60 Hz
WDR	WDR
Image settings	Electronic image stabilization (720p), barrel distortion correction
Video streaming	Axis Zipstream for body worn
Audio	
Audio encoding	AAC-LC
Audio input/output	Built-in microphone, built-in speaker
Functionality	Voice enhancement
Approvals	
Supply chain	TAA compliant
EMC	EN 55032 Class B, EN 55035, EN 61000-6-1, EN 61000-6-2 **Australia/New Zealand:** RCM AS/NZS CISPR 32 Class B **Canada:** ICES-3(B)/NMB-3(B) **Japan:** VCCI Class B **Korea:** KS C 9835, KS C 9832 Class B **USA:** FCC Part 15 Subpart B Class B
Safety	CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1 ed. 3, RCM AS/NZS 62368.1:2018
Environment	IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP67
Wireless	EN 300328, EN 300440, EN 301893, EN 301489-1, EN 301489-17, FCC Part 15 Subpart C, RSS-247
Cybersecurity	ETSI EN 303 645
Cybersecurity	
Edge security	**Software:** Signed firmware, AES-XTS-Plain64 256bit encryption **Hardware:** Secure boot, Axis Edge Vault with Axis device ID, signed video, secure keystore (CC EAL4+ certified hardware protection of cryptographic operations and keys), CJIS compliant encrypted internal storage (AES256)
Network security	IEEE 802.1X (EAP-TLS, PEAP-MSCHAPv2), IEEE 802.1AR, HTTPS/H5TS[a], TLS v1.2/v1.3[a]
Documentation	Axis body worn cameras - system security white paper, available at *axis.com/learning/white-papers* *Axis Vulnerability Management Policy* *Axis Security Development Model* AXIS OS Software Bill of Material (SBOM) To download documents, go to *axis.com/support/cybersecurity/resources* To read more about Axis cybersecurity support, go to *axis.com/cybersecurity*
General	
Battery	Li-ion, 1600 mAh Up to 7 hours operating time in 720p[b] Up to 5.5 hours operating time in 1080p[b] Up to 11.5 hours in standby mode[c]
Storage	128 GB non-volatile memory, up to 45 hours of recorded video AES256 encryption standard
Throughput	Camera to system controller: 100 Mbit/s
Recording	Configurable audio and video pre-buffer 0, 15, 30, 60, 90, and 120 seconds
Sensor	6-axis gyroscope, accelerometer
User interface	Status indicators Audio, voice, and vibration feedback
Wireless interface	Bluetooth® 5.1 Low Energy and Classic Wi-Fi® 5 a/b/g/n/ac @ 2.4 GHz, 5 GHz
Casing	IP54-rated Plastic casing Drop tested up to 1.5 m
Color	Black NCS S 9000-N Gray NCS S 2502-B
Connectors	Pogo pin pads
Operating conditions	Temperature: -20 °C to 45 °C (-4 °F to 113 °F) Maximum temperature (intermittent, <1 hour): 50 °C (122 °F) Humidity: 10-100% RH (condensing)
Charging conditions	Temperature: 0 °C to 35 °C (32 °F to 95 °F) Charging time: <7.5 hours in 0-15 °C (32-59 °F) <4 hours in 15-30 °C (59-86 °F) <6.5 hours in 30-35 °C (86-95 °F) Humidity: 5-95% RH (non-condensing)
Storage conditions	Temperature: < 1 month: -20 °C to 45 °C (-4 °F to 113 °F) < 3 months: -20 °C to 35 °C (-4 °F to 95 °F) > 3 months: 0 °C to 25 °C (32 °F to 77 °F) Optimal temperature: 25 °C (77 °F) Humidity: 5-95% RH (non-condensing)
Dimensions	For the overall product dimensions, see the dimension drawing in this datasheet.
Weight	85 g (0.19 lb) 117 g (0.26 lb) with AXIS TW1106 Magnet Mount
Included accessories	AXIS TW1106 Magnet Mount
Optional accessories	AXIS TW1107 Magnet Mount Klick Fast™ System for Body worn camera mounts AXIS Body Worn Assistant app for Android, iOS For more accessories, see *axis.com/bodyworn*
Warranty	The product, including the battery, is subject to a 3-year warranty period, in accordance with the terms and conditions stated in Axis 5 Year Limited Hardware Warranty available on *axis.com/warranty* ("3-year Warranty Period"). In addition to the terms and conditions in the Axis 5 Year Limited Hardware Warranty, the warranty doesn't cover battery degradation if the battery has undergone more than 500 charge cycles, if the camera has been used or stored in temperatures outside the specifications in the datasheet, or if the instructions in the product's user manual haven't been followed. Replacement of the battery during the 3-year Warranty Period carried out by any other party than Axis (or an RMA partner on behalf of Axis) will void the main item's warranty. Contact Axis Support or your reseller for battery- or service-related matters.
Sustainability	
Substance control	PVC free, BFR/CFR free in accordance with JEDEC/ECA Standard JS709 RoHS in accordance with EU RoHS Directive 2011/65/EU/ and EN 63000:2018 REACH in accordance with (EC) No 1907/2006. For SCIP UUID, see *echa.europa.eu*
Environmental responsibility	*axis.com/environmental-responsibility* Axis Communications is a signatory of the UN Global Compact, read more at *unglobalcompact.org*

a. *This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (openssl.org), and cryptographic software written by Eric Young (eay@cryptsoft.com).*
b. *With pre-buffer, and fewer than 500 charge cycles.*
c. *Without pre-buffer, and including 1 hour of recording per charge in 720p, and fewer than 500 charge cycles.*

Customer Responsibilities

These are items that JCI is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by JCI. These requirements must be provided by the owner.

- All AC power at the equipment locations, including hardwired power connections.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Inclusions & Exclusions

Inclusions:
The following items are included in this proposal unless specifically noted otherwise within this proposal document or scope of work statement:

1. All Equipment, and accessories required for a fully functional Body Camera system per the agreed upon scope of work.
2. Documentation package, the manufacturer's operation manuals.
3. Coordination and cooperation with the customer team regarding installing the system.
4. User demonstration of the full Body Camera system operation for final sign-off.
5. Pricing assumes normal working hours, Mon-Fri, 8am to 6pm. Excludes all off-hours work.
6. Integration into the customer's existing VMS system.

Exclusions:
The following items are excluded from this proposal unless specifically identified otherwise within this proposal documents or scope of work statement.

1. Low voltage cabling, EMT conduit or other suitable raceways shall be provided and installed by others. JCI shall coordinate design of these raceways with the customer.
2. Pole raceways and coverings to be designed, provided, and installed by others.
3. All high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to; 110VAC.
4. Network connectivity, routing, switching, and port configuration and availability.
5. Any and all Permits and associated costs.
6. Excludes liquidated damages.

Training

Johnson Controls offers a variety of training options for the convenience of every end user. Johnson Controls usually arranges on-going training at the client's site or "in house" training at any of our Sales & Service Offices (SSOs) around the globe. Johnson Controls also provides our largest end users with technical training from any of our regional engineering offices with computer labs.

Johnson Controls performs most of the training with our own qualified trainers, applications managers, and systems professionals, and we also enlist the support of the product manufacturer for on-site training or factory demonstrations. Johnson Controls can facilitate this off-site training with various equipment manufacturers and customize a program to satisfy individual needs. Johnson Controls also provides training schedules, syllabi, and other documentation upon request.

Once Johnson Controls completes the delivery and training, we will provide all manuals, and/or other documentation regarding all newly installed components of the system at the client's request.

Contractor License Confirmation

Johnson Controls, Inc. Response:

Johnson Controls, Inc. has included a copy of the department of consumer affairs Contractors State License Board Active License. We are licensed as JOHNSON CONTROLS INC and our license number is 22445. This license has an expiration date of 05-31-2024.

Johnson Controls

INSURANCE CERTIFICATE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	Chad Mannella		
Marsh USA Inc 540 West Madison Street Suite 1200 Chicago, IL 60661	PHONE (A/C, No, Ext):	(866) 966-4664	FAX (A/C, No):	(212) 948-5167
	E-MAIL ADDRESS:	JCICertRequest@marsh.com		
	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A:	OLD REPUBLIC INSURANCE CO		24147
INSURED Johnson Controls US Holdings, LLC Johnson Controls, Inc. Tyco International Holding S.a r.l. SimplexGrinnell LP (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			MWZY 313947 21	10/01/2021	10/01/2022	EACH OCCURRENCE	$5,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$5,000,000
	☒ CONTRACTUAL LIABILITY						MED EXP (Any one person)	$50,000
	☒ XCU Included						PERSONAL & ADV INJURY	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$5,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						PRODUCTS - COMP/OP AGG	INC IN GEN AGG
	☐ OTHER							
A	AUTOMOBILE LIABILITY			MWTB 313946-21 (Excludes NH)	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,500,000
A	☒ ANY AUTO			MWTB 313949-21 (Primary NH $250k)	10/01/2021	10/01/2022	BODILY INJURY (Per person)	
A	☐ OWNED AUTOS ONLY			MWZX 313950-21 (Excess NH $2.25mm)	10/01/2021	10/01/2022	BODILY INJURY (Per accident)	
	☐ SCHEDULED AUTOS ONLY			Excess NH Auto is follow form to Primary NH Auto			PROPERTY DAMAGE (Per accident)	
	☐ HIRED AUTOS ONLY							
	☐ NON-OWNED AUTOS ONLY							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		MWC 313943 21 (AOS - See Pg 2)	10/01/2021	10/01/2022	☒ PER STATUTE ☐ OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N			MWXS 313944 21 (OH & WA)	10/01/2021	10/01/2022	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

JCI / Tyco Contract Number:
JCI / Tyco Project Name:
Customer PO Number:

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
by Damace Beck

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4. Johnson Controls Standard Terms & Conditions

Standard Terms and Conditions – U.S.A. and Canada

"JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement" resulting from JCI's proposal for the goods and/or services described. By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

(1) SCOPE OF WORK. This proposal is based upon the use of straight time labor only. JCI and its subcontractors shall be provided access to the work site during regular business hours, or such other hours as may be requested by JCI, including sufficient areas for staging, mobilization and storage. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson Controls, Inc. (hereinafter referred to as JCI), shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Purchaser agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. JCI's obligation is limited to the scope of work set forth in JCI's proposal and does not include any modifications to the work site under the Americans with Disabilities Act or any other law or building code(s). In no event shall JCI be required to perform any work JCI reasonably believes is outside the scope of work without a written change order signed by Purchaser and JCI. In the performance of the work, if JCI encounters conditions at the work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings or (ii) unknown physical or pre-existing conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the type and character of the work, JCI shall notify Purchaser of such conditions. If such conditions differ materially and cause an increase in JCI's costs of, or time required for, performance of any part of the work, JCI shall be entitled tom and Purchaser shall consent by change order to, an equitable adjustment of the contract price, contract time or both. Purchaser shall not charge any retention or back charge JCI for any costs or expenses without JCI's written consent unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environmental hazards or dangerous substances, to include but not be limited to asbestos or PCSs, discovered in or on the premises. Any language or provision of the Agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to such hazards or substances without JCI's express written consent.

(2) DEPOSIT, INVOICING & PAYMENTS. Purchaser agrees to pay JCI pursuant to the progress billing schedule of values set forth in JCI's proposal. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and JCI will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. JCI progress-based billing can also include services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due net 30 days from the date of invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Purchaser agreeing to these payment and invoicing terms.

Waivers of lien will be furnished upon request as the work progresses to the extent payments are received. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. All other undisputed amounts remain due within 30 days from the date of invoice. This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Purchaser agrees to pay for the applicable prevailing wage rates. In the event of Purchaser's default, the balance of any outstanding amounts will be immediately due and payable. Payment is a condition precedent to JCI's obligation to perform under the Agreement. Purchaser acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure to make payment in full when due is a material breach of this Agreement. Purchaser further acknowledges that if there is any amount outstanding on an invoice, it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any work and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Purchaser interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Purchaser disputes any late payment notice or JCI's efforts to collect payment, Purchaser shall immediately notify JCI in writing and explain the basis of the dispute. JCI may increase prices upon notice to the Purchaser to reflect increases in material and labor costs. Prices for products covered by this proposal may be adjusted by JCI, upon notice to Purchaser at any time prior to shipment and regardless of Purchaser's acceptance of JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

(3) MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

(4) LIMITED WARRANTY. JCI warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of twelve (12) monthly from delivery of said equipment, or if installed by JCI, for a period of twelve (12) months from installation, whichever occurs first. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems installed in the US and Canada and sold through JCI owned and operated branches, JCI also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at https://www.johnsoncontrols.com/yearoneservice (collectively, "Year One Service"). JCI will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Purchaser. For equipment installed by JCI, if Purchaser provides written notice to JCI of any such defect within thirty (30) days after the appearance or discovery of such defect, JCI shall, at its option, repair or replace the defective equipment. All transportation charges incurred in connection with the warranty for equipment not installed by JCI shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. **THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity, or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

(5) LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to Purchaser or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, indirect, punitive or consequential damages; (b) loss of business, use, profits, revenues, customer opportunities, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems arising in any manner from the equipment or material furnished or the work performed pursuant to this Agreement. In any case, the entire aggregate liability of the JCI Parties under this Agreement for all damages, losses, causes of action, whether in contract, tort (including negligence), or otherwise, shall be limited to the amount actually received by JCI for the performance of its obligations hereunder.

(6) TAXES/TARIFFS. The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. In addition to the stated price, Purchaser shall pay all taxes not legally required to be paid by JCI or, alternatively, shall provide JCI with acceptable tax exemption certificates. JCI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work. Pricing for products and parts covered by this proposal does not include any amounts for changes in tariffs or other similar charges imposed and/or enacted by a government. At any time prior to shipment, JCI shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in tariffs or similar charges due to such changes.

(7) DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond JCI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors of JCI.

(8) COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.

(9) SCHEDULE. JCI and Purchaser shall mutually agree upon a schedule for completion of the work. In the event Purchaser desires to change or accelerate the schedule or the schedule is otherwise accelerated, delayed, or impacted for reasons beyond the control of JCI, JCI shall be entitled to a change order equitably adjusting the compensation of JCI to account for the increased costs associated with such schedule changes.

(10) DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Purchasers located in the United State, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Purchasers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Purchaser hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Purchaser will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include JCI claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

(11) INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given, or premium paid by JCI for insurance afforded by others.

(12) INDEMNITY. To the fullest extent permitted by law, JCI and Purchaser shall indemnify each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, actions, costs, expenses or liabilities to the extent attributable to the actions or omissions of the other party. If the parties are both at

fault, the obligation to indemnify shall be proportional to their relative fault.

(13) PATENTS. JCI shall defend or, at its own option settle, any action against Purchaser brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Purchasers located in the United States or Canadian patents or copyrights, for Purchasers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Purchaser gives JCI prompt written notice of any such Claim, (ii) Purchaser gives JCI full authority to defend or settle any such Claim, and (iii) Purchaser gives JCI proper and full information and assistance, at JCI's expense (except for Purchaser's employees' time) to defend or settle any such Claim. JCI will pay those costs and damages finally awarded against Purchaser in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED. The foregoing obligation of JCI does not apply with respect to products or equipment or portions or components thereof (a) not supplied by JCI, (b) made in whole or in part in accordance with Purchaser or owner specifications, (c) which are modified after shipment or installation by JCI, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Purchaser continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Purchaser's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Purchaser will indemnify JCI and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from JCI's indemnity obligation herein.

(14) OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

(15) PURCHASER RESPONSIBILITIES. Purchaser is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Purchaser and/or end user against unauthorized access. Purchaser is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(16) FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Purchaser is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

(17) FAR. In the United States, JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

(18) DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI the right to collect, transfer, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

(19) JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related

professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Johnson Controls' then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(20) PRIVACY.

(a) *JCI as Processor.* Where JCI factually acts as Processor of Personal Data on behalf of Purchaser (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply.

(b) *JCI as Controller.* JCI will collect, process and transfer certain personal data of Purchaser and its personnel related to the business relationship between it and Purchaser (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at https://www.johnsoncontrols.com/privacy. Purchaser acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Purchaser consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Purchaser's personnel under applicable law, Purchaser warrants and represents that it has obtained such consent.

(21) ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

(22) CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

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CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress-based billing can also include any services performed on-site or off-site. All invoices will be delivered via email, paid via ACH/EFT bank transfer and are due NET 30 days from the date of the invoice. ACH/EFT bank transfer details will be provided upon contract execution. The proposed total price is contingent on Customer agreeing to these payment and invoicing terms.

Schedule of Values	
Description of Work	%
Deposit	TBD*
Mobilization	10%
Engineering	TBD*
Material	TBD*
Installation	TBD*
Commissioning	TBD*
*To be mutually agreed upon in writing at a later date	

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐**No:** This signed contract satisfies requirement ☐**Yes:** Please reference this PO Number _____

AR Invoices are accepted via e-mail: ☐**YES:** E-mail address to be used: _____
☐**NO:** Please submit invoices via mail
☐**NO:** Please submit via _____

Deposit Invoice accepted (_____%):

☐**No:** ☐**Yes:**

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Sourcewell

Solicitation Number: RFP #070121

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Johnson Controls, Inc., 5757 North Green Bay Avenue, Milwaukee, WI 53209 (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 HVAC Systems and Related Services 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 August 12, 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 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 andthe 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 for a period of one year for Equipment and Products and ninety days for Services. 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 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. Supplier will provide its standard proposal terms and conditions with specific scope for all task orders under this Contract. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be negotiateddirectly 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.

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The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

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

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circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

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, to the extent resulting from negligence or willful misconduct in the performance of this Contract by the Supplier or its agents or employees for third-party injury or death to person(s) or property or 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. Supplier will not be liable for indirect or consequential damages. Vendor's liability to Sourcewell arising out of this Contract, with the exception of Supplier's indemnification obligations under this Section, shall not exceed amounts paid or payable under this Contract. 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.

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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, 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. Supplier shall have the right, at its option, to: i) make the Equipment or Products non-infringing, ii) replace the infringing Equipment or Products; or (iii) on return of the Equipment or Products by Sourcewell or the Participating Entity, Supplier will refund the amounts actually paid by Sourcewell or the Participating Entity for the infringing Equipment or Products, less depreciation over a three (3) year period. Liability for infringement under this Section excludes: (i) misuse or modification of the product by Sourcewell or the Participating Entity or its employees, agents or downstream customers, (ii) use of the product or work in combination with other materials, goods, products, or services for which the product was not intended to be used (as demonstrated by Supplier's applicable product literature), (iii) failure of Sourcewell or the Participating Entity to implement any update provided by Supplier that would have prevented the claim, (iv) work that Supplier made to Sourcewell's or the Participating Entity's specifications or designs, (v) product that is not manufactured by Supplier, and (iv) claims with respect to third party hardware or software.

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.

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6. *Digital & Intellectual Property*. Use, implementation, and deployment of software and hosted software products proprietary to Supplier ("Software") shall be subject to, and governed by, Supplier's standard terms for such Software and Software related professional services in effect from time to time at https://www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Supplier and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Supplier shall retain all right, title and interest in any (a) work provided to Sourcewell and any Participating Entities, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by Supplier in the creation of the Deliverables or performance of the associated work, whether known to Supplier prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this Contract. Ownership of all Deliverables and Know-How shall vest solely in Supplier and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing all associated work shall remain the exclusive property of Supplier. For purposes of this Contract, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by Supplier in the creation or provision of the Deliverables or in the performance of the Services, Products or Equipment, and any changes, improvements, or modifications thereto or derivatives thereof. Additional terms and conditions or other required transaction documentation related to Software Terms may be addressed directly between a Participating Entity and Supplier depending upon the Software or offering, including any applicable terms and conditions related to any Software subscriptions.

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.

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D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

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:

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1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

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3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

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"work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
10/7/2021 | 8:54 PM CDT
Date: _____

Johnson Controls, Inc.

DocuSigned by:
Jeremy L. Rainwater
DD49E8F7B6E24C5...

By: _____
Jeremy L. Rainwater
Title: VP & GM HVAC and Controls North America
10/14/2021 | 5:51 PM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
10/14/2021 | 5:53 PM CDT
Date: _____

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RFP 070121 - HVAC Systems and Related Services

Vendor Details

Company Name:	Johnson Controls, Inc.
Does your company conduct business under any other name? If yes, please state:	MD
Address:	PO Box 246 Chesapeake City, Maryland 21915
Contact:	Tom Staves
Email:	thomas.staves@jci.com
Phone:	443-676-8813
Fax:	443-676-8813
HST#:	39-0380010

Submission Details

Created On:	Thursday June 03, 2021 10:17:10
Submitted On:	Thursday July 01, 2021 10:19:53
Submitted By:	Tom Staves
Email:	thomas.staves@jci.com
Transaction #:	3a12fdca-b2a1-4826-b500-969a9b2c8b16
Submitter's IP Address:	104.129.195.1

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):	Johnson Controls Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Johnson Controls Canada, LP Johnson Controls Security Solutions	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Johnson Controls does not have any applicable assumed names. Johnson Controls, Inc. has previously operated under two (2) former names: 1. Johnson Service Company from July 10, 1902 to November 11, 1974 2. Johnson Electric Service Company from July 31, 1900 to July 10, 1902	*
4	Proposer Physical Address:	5757 North Green Bay Avenue Milwaukee, WI 53209	*
5	Proposer website address (or addresses):	www.JohnsonControls.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):	Jeremy L Rainwater, VP & GM HVAC and Controls North America 5757 North Green Bay Avenue Milwaukee, WI 53209 jeremy.l.rainwater@jci.com 414-524-1200	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tom Staves Cooperative Program Manager 705 Digital Drive, Suite N, LINTHICUM HEIGHTS, MD 21090-2267 Thomas.Staves@JCI.com 443-676-8813	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Andrew Pergande, Director Commercial Optimization 5757 North Green Bay Avenue Milwaukee, WI 53209 Andrew.Pergande@jci.com 414 524 6937	

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.	Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of clients in more than 150 countries. Our Performance Infrastructure business, which operates independently, and specifically is responsible for the successful delivery of guaranteed savings projects and other alternative funding projects delivers world-class solutions that address our clients' energy and infrastructure needs. Our solutions leverage our experience from thousands of higher education projects across the country matched to the specific requirements and needs of the client and their facilities. Our company has its very roots in the energy efficiency business. In 1883, Warren S. Johnson, a professor at the State Normal School in Whitewater, Wisconsin, received a patent for the electric room thermostat. His invention launched the building control industry. Johnson Controls with over $30 billion of revenue in 2017, recently Johnson Controls merged with Tyco to become a global leader in building systems, energy storage, and integrated security and fire. Johnson Controls is a pioneer in developing performance contracting as a viable means by which to update facilities and make them more cost-effective to operate. We have implemented more than 3,000 performance contracting agreements – all with guaranteed savings since 1983. Core Values, Business Philosophy Johnson Controls Values: INTEGRITY FIRST: We promise honesty and transparency. We uphold the highest standards of integrity and honor the commitments we make. PURPOSE LED: We believe in doing well by doing good and hold ourselves accountable to make the world a better place through the solutions we provide, our engagement in society, the way we do business, and our commitment to protect people and the environment. CUSTOMER DRIVEN: We win when our customers win. Our long-term strategic relationships provide unique insights and the ability to deliver exceptional customer experiences and solutions. FUTURE FOCUSED: Our culture of innovation and continuous improvement drives us to solve today's challenges while constantly asking 'what's next. ONE TEAM: We are one team, dedicated to working collaboratively together to create purposeful solutions that propel the world forward. Industry Longevity Related To The Requested Equipment: Johnson Controls paints an impressive picture, with 130+ years of innovation and over four million customers. Johnson Controls is a global diversified technology and multi-industrial leader serving a wide range of customers. Our commitment to sustainability dates back to our roots in 1885, with the invention of the first electric room thermostat. Johnson is committed to helping our customers win and creating greater value for all of our stakeholders through a strategic focus on buildings and energy growth platforms. Products Or Services Johnson Controls offers best-in-class technologies, products, installation, and service capabilities across building management, fire, security, sensors/controls, HVAC, industrial refrigeration, and energy storage solutions. Our offering includes total support for all fire alarm, fire detection, fire protection, integrated security, HVAC, Building Controls, healthcare communications, and sound/communications needs. Our capabilities include design, engineering development, integration, installation, project management, programming, testing, commissioning, training, warranty support, and post-warranty service. Our Technicians are highly trained and use state-of-the-art test equipment to ensure high-quality results and are trained to perform related repairs, in addition to inspections and responding to emergency maintenance requirements. Our life safety services are "Best-Value" for the following reasons: - Specialized inspection teams trained to identify and correct problems before they occur, thus preventing costly nuisance alarms and unnecessary downtime. - Experienced technicians ensure that repairs are done right and promptly. Standardized reporting and documentation. - Customized service plans to meet any customer's needs. Our organization provides local support from our North American network of over 150 local offices in the United States and Canada. Each office functions as a "one-stop-shop" providing parts, supplies, and equipment specific to each of the clients it serves.	*
10	What are your company's expectations in the event of an award?	Johnson Controls expects to build upon our previous contract 030817-JHN successes. Though we had tremendous adoption by our sales teams, there is still much work that needs to be done to maximize the sales potential including launching Canada. We are looking to add additional personnel to our corporate sales team to manage field training, business development, and direct sales. An annual budget has been submitted to assist in the development of additional collateral and E-marketing campaigns and plans to attend local/ regional trade shows to promote our participation in the program.	*
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.	Johnson Controls Inc is a wholly-owned indirect subsidiary of Johnson Controls International plc, a publicly owned company listed on the New York Stock Exchange (ticker: JCI). As a wholly-owned subsidiary, Johnson Controls Inc's financial results are consolidated in the financial statements of Johnson Controls International plc. In Fiscal Year 2020, Johnson Controls saw net revenue of $22.3 billion with positive cashflow. Johnson Controls enjoys a strong balance sheet with $10 billion in assets against $8.2 billion in total liabilities. Total shareholders' equity was $17.4 billion for FY 2020. We have provided the Johnson Controls 2020 Annual Report, credit and bond ratings, letters of credit, and detailed reference letters	*
12	What is your US market share for the solutions that you are proposing?	Johnson Controls does not divulge market share for equipment categories, however, we can report on our North American market share for the following services: - Energy Saving Performance Contracting: 14% - P3: 36% - Service and Maintenance: 3% These values include both the US and Canada.	*
13	What is your Canadian market share for the solutions that you are proposing?	See answer to question 12.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Johnson Controls has 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. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	B) Johnson Controls is a manufacturer and service provider with an extensive network of sales and service branches that are 100% company-owned. The branch network provides equipment, installation, and service for HVAC, security, fire, and Performance Contracting (PC) needs.	*

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.	When selecting a company to provide HVAC systems and service, you want to choose a proven contractor that is responsible, experienced, and has employees with the expertise and knowledge to work efficiently and help you make the best choices for your facilities. In addition to professional licenses in all 50 states and 10 Canadian Provinces, our team members hold licenses, certifications, and accreditations by various professional organizations. Professional certification or accreditation indicates a certain proven amount of knowledge and experience in a particular subject area. To earn many of these credentials (e.g., LEED Accredited Professional), applicants are required to have experience in the field as well as pass a comprehensive examination administered by a third party. By regularly maintaining their certifications, our employees ensure they continue their education and keep pace with industry trends and standards. Please see the "Johnson Controls Certification Table" uploaded as a separate file. This table identifies just a few of the professional certifications held by Johnson Controls team members, relevant to HVAC equipment and services and energy efficiency projects. Beyond the dedicated resources for a project, our team can seek additional support from a variety of certified professionals at the regional and national level, as represented here.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Johnson Controls has been in business for well over 100 years and operates from about 120 offices in all North America. To the best of our knowledge and information, neither company, as a corporate entity, nor any of its branch or satellite offices have been suspended or debarred by any federal, state, provincial, or municipal public agency.	*

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	Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY 2019 World's Most Ethical Company 12 selections since 2007 (March 2020, selected for the 13th time) Ethisphere Magazine 100 Best Corporate Citizens, 2019 Transparency and social responsibility, since 2006 Corporate Responsibility Magazine 2019 Best Corporate Citizens Community involvement, environmental impact, and fair employee treatment. Forbes Magazine Change the World, 2018 Companies that are doing well by doing good Fortune Magazine AAA Rating Environmental, social, and governance MSCI Socially Responsible Indices Carbon Clean 200 Biggest public companies ranked by green energy revenues Corporate Knights and As You Sow Energy Star Most Efficient 2020 Most efficient products Energy Star Environmental Leader Project of the Year For partnership with The University of Hawai'i (UH) Maui College Environmental Leader and Energy Manager Today Top Project Judges' Choice Award for its impressive strides in sustainability and renewable energy Environmental Leader and Energy Manager Today Environment + Energy Leader 100 Terrill Laughton, VP, and GM of Energy Optimization and Connected Equipment Environmental Leader and Energy Manager Today INNOVATION Johnson Controls Top 100 Global Innovators, 5-time winner Most innovative corporations and institutions in the world, 2016, 2017, 2019, 2019,2020 Clarivate Analytics Overall IoT Company of the Year, 2020 Top companies, technologies, and products in the global Internet of Things (IoT) market IoT Breakthrough Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award QUALITY / PRODUCTS Our organization participates in a wide range of activities and has been recognized in several unique areas. The following information highlights some key examples. Humanitarian Award, 2019 Fire Commissioner's Humanitarian Award Fire Department of the City of New York Foundation Sustainability Product of the Year The YORK® Mission Critical Direct Evaporative Cooling Air Handling Unit in the 2019 Sustainability Awards. The awards honor those who have made sustainability an integral part of their business practice. The Business Intelligence Group Edison Award Environmentally Friendly Solutions sub-category of the Energy and Sustainability award category The Edison Awards annually honor excellence in human-centered design and innovation Five honors in the 2019 Brandon Hall Group Human Capital Management Excellence Awards Innovative learning solutions and sales training programs that help improve the human capital management space, achieve results and provide meaningful careers Brandon Hall Group YORK® YHAU CGN Absorption Chiller – Heater Use of a natural refrigerant (water) that offers zero ozone depletion and global warming potential New Products for Engineers 2018 IW Best Plants Winner, Norman OK plant Operational excellence Industry Week Four 2019 World Class Briefing Awards for its excellence in management, planning, customer experience, and measurement Association of Briefing Program Managers Most Intelligent Building – Corporate Headquarters (Bee'ah's new headquarters in the UAE) Optimize energy efficiency, make the best use of available space and help the building's occupants be more productive Digie Award WORKFORCE DIVERSITY Grady Crosby, vice president of public affairs and chief diversity officer honored with the 2019 Business Champion award Commitment to creating a diverse and inclusive workforce African American Chamber of Commerce Top 50 Employers for Women Engineers, 2019 Readers of Woman Engineer were asked to name the employers for whom they would most like to work or that they believe would provide a positive working environment for women Women Engineer 50 Best Companies for Diversity Dec. 2018 Black Enterprise Magazine Top Employer – China, 2019 For exceptional employee conditions, nurturing and developing talent throughout all levels of the organization and striving to optimize its employment practices and to develop its employees Top Employers Institute, China 2019 Best of the Best for U.S. Veterans Top Veteran-Friendly Companies U.S. Veteran's Magazine 2019 Sustainability Awards and Recognition does not include most recognition bestowed to specific locations and individual employees by organizations around the world for our employees' work to build a sustainable world and does not include sustainability indices to which Johnson Controls was named. This list is representative but not exhaustive of global sustainability honors and awards.	*
19	What percentage of your sales are to the governmental sector in the past three years	26%	*
20	What percentage of your sales are to the education sector in the past three years	18%	*
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?	NCPA - $3,865,224 TIPS - $2,281,196 NASPO - $6,036,765 OMNIA - $1,500,000 (1st yr of agreement)	*

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?	GSA - 084 190CA $11,680,149 GSA-03FAC 0060P $5,131,971	*

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 *	
Brainerd Public Schools	Earl Wolleat	218-454-6906 earl.wolleat@isd181.org	*
Castlewood School District	Dawn Wiersma	605-793-2351 dawn.wiersma@k12.sd.us	*
Watertown School District	Heidi Clausen	605-882-6314 heidi.clausen@k12.sd.us	*
Fort Bend County	Taral Patel	281-341-8608 taral.patel@fortbendcountytx.gov	
Marshall County	Roger Haugtvedt	218-745-4951 rodger.haugtvedt@co.marshall.mn.us	

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 *	
Western Regional Integrated Health Authority	Government	NL - Newfoundland and Labrador	P3, service, controls	$322.00 – $109,274,268.00	$109.3M	*
Corvias Group - Public Housing	Government	Florida - FL	Work for this entity took place in multiple states. Performance Contracting infrastructure improvements	$61,531 – $43,968,914	$97M	*
CUNY - The City University of New York	Education	New York - NY	Service, Chiller plant upgrade, hot water BMS extension, security cameras, various infrastructure upgrades	$5,620 – $24,724,109	$35.9M	*
City of Toledo	Government	Ohio - OH	Performance Contract, various HVAC upgrades, automated meters, controls, service	$334 - $75,390,135	$75.9M	*
School District of Philadelphia	Education	Pennsylvania - PA	Performance Contract, fire alarm, controls, various mechanical HVAC equipment upgrades	$3,986 - $24,000,000	$64.4M	*

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 *	
25	Sales force.	Johnson Controls has 1740 sales personnel in North America working out of more than 160 branch offices. Our sales professionals are full-time employees. Most of the North American employees are full time with less than 1.5% being temporary or part-time.	*
26	Dealer network or other distribution methods.	Johnson Controls, Inc. does utilize a minimal amount of Agents at strategic locations throughout the USA. These Agents will be required to work through a local branch when using the Sourcewell contract to ensure pricing integrity and contract compliance. For those dealers that eventually want to sell direct, they will be required to go through a training program and a contract modification will be submitted to add them as an approved Dealer/Agent.	*
27	Service force.	As mentioned previously, we understand the importance of having a local presence in the communities we serve. This is why we have over 4,800 front-line service providers nationwide in over 160 branch locations. These service providers are direct employees of Johnson Controls.	*
28	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.	Johnson Controls service team provides emergency and/or call-as-needed service. Dispatched through our 24-hour operation center, professional tradesmen and technicians are available whenever and wherever needed. In most North American locations, we have the capability to answer emergency calls within two hours of the original call if required by the customer. Once issues are logged via our 24-hour emergency number, a record of the emergency is made for tracking purposes, and a service team member or members will be dispatched to the site of the issue. We also provide next-day service for routine service calls. We guarantee to answer emergency calls within 24 hours of your call and have technicians available 24-hours a day, seven days a week. In addition to the service required, our technicians will suggest ways to improve conditions, as well as alternate methods of operations. If needed, they will contact other specialists to assist with the issues at hand and provide you with written documentation. Some very remote locations may be more than 2-hours away from a service branch. In those cases, we may install additional technology to enable us to detect, analyze, and possibly remedy problems remotely. Another option is establishing a connection to our Remote Operations Center who can then detect, report, and fix problems as they occur. In some cases, we have subcontracted with a local firm that can provide service within the 2-hour window. We deliver unparalleled OEM service support for our industry-leading YORK chillers and Metasys building management system, as well as the expertise to service any competitive brand of equipment, including chillers, boilers, HVAC mechanical equipment, and controls systems. When it comes to servicing HVAC equipment or controls systems, we will provide customers with the expertise, resources, professionalism, and results expected from a global industry leader – with the attention to detail and commitment to the community of a local service provider. The Johnson Controls E-Service tool provides a customer portal where Sourcewell members can access information related to their building(s) and service jobs, including details about service history, service requests, agreements, and invoices. From the main portal page, they can also review news articles and connect directly to various offerings. Our service branches are certified to service a wide range of facility infrastructures including the following: Building automation control systems Chiller and refrigeration equipment Boilers and associated heating systems Air handling equipment and large fans Hydronic equipment including pumps and cooling towers Pneumatic air systems (control and process) Fire alarm systems Security and card access control systems Low and high voltage electrical systems Packaged rooftop units and unitary heat/cooling equipment Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*
29	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Johnson Controls will support all geographic areas and market sectors of the United States through the proposed contract. We will be offering and promoting an awarded contract to all Sourcewell member segments and verticals through the proposed contract.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Johnson Controls frequently provides products and services to customers in Canada, and will gladly support Sourcewell Canadian members. We have successfully managed, engineered, and implemented more than $550 million in performance contract projects across Canada, which represents over $600 million in guaranteed savings. We have 20 branch offices located throughout Canada, which enables us to provide HVAC systems and services to all provinces, Yukon Territory, the Northwest Territories, and Nunavut.	*
31	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Johnson Controls can service all geographic areas of the United States and all Sourcewell Member sectors. We have an international presence and an extensive presence in the United States and Canada. We provide HVAC systems and services to all markets and sectors and have entire teams dedicated to State Government, Higher Education, K-12 Schools and Districts, Local Government, Federal Government, Healthcare, and Public Housing.	*
32	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?	Johnson Controls, Inc. can service all geographic areas in North America across all entity sectors with no limitations.	*
33	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Johnson Controls operates offices located in HI, AK, and US Territories. There will not be any additional charges to service customers located within these areas unless they are more than our standard branch response area of 1 hours' travel from the nearest Johnson Controls office.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
34	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our proposed Sourcewell marketing plan includes a coordinated effort between Johnson Controls and Sourcewell. We will continue to market the SOURCEWELL program both internally and externally via our corporate websites. Brochures will be dispensed in both hard copy and electronic format. Our team's Cooperative Program Manager, Mr. Tom Staves, will continue to oversee the program. Mr. Staves will be responsible for driving growth. He will be assisted by the following personnel who have also been supporting Sourcewell in the past. The following sales personnel will assist with the training, promotion, and direct sales to SOURCEWELL clients: Ms. Mary Beth Alexander - Business Development Mgr. Ms. Melanie LeClair - Business Development Mgr. Ms. Hayley Nitschke - Marketing The Sourcewell Logo will be added to tradeshow banners and promoted locally and nationally via numerous tradeshows our personnel attends throughout the year. We will continue to promote Sourcewell via our website. We will also distribute a form to clients. The form will be used to request additional information or schedule a meeting with a sales representative.	*
35	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use a variety of electronic platforms to ensure contract awareness and to continually educate customers on life safety in general. Some current updates that are in process include; having a strong digital component to our advertising program that includes pay-per-click advertising. Online banner advertising, e-newsletters, links to JohnsonControls.com from key websites. We continue to make significant investments in redesigning our website and implementing marketing automation software that integrates with salesforce.com. • Update our existing customer database files for known Sourcewell members • Continuous refresh/updates to the Internet (as stated, there will be a dedicated page to Sourcewell) • Conduct Emailer campaigns • We have launched a very successful webinar series "Learn from the Leader" that takes on a new industry-related topic once per quarter. Free for all that attend. • All Sourcewell customers will have access to Service Channel. A dedicated secure portal where inspection reports, will be uploaded, service calls can be placed, and can even check on the time until the technician arrives. • Will promote via newsletter and corporate announcement	*
36	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?	Johnson Controls entities have had tremendous success with our previous Sourcewell awards. As you see we have many of the same customers still with us under Sourcewell and have greatly expanded the program. We continue to make improvements and build upon past successes and learn from our experiences. Affiliated companies including Johnson Controls Security Solutions, Johnson Controls Canada LP, and Tyco Integrated Fire and Security have the benefit of working from procedures that have been established by Johnson Controls Fire Protection. Our team is driven to provide efficient public service through our national contract purchasing solutions and other related programs. We are only able to do this as we work together; to create a unified purchasing alliance that is valued by both Sourcewell Members and contracted suppliers. We understand our sales staff will be responsible for the majority of the marketing responsibilities for this contract. We are positioned to continue to work together to support a wide range of Sourcewell clients.	*
37	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.	Most of our products are designed, developed, and integrated to meet specific customer needs. SSNA products and services are purchased primarily through our local branch network.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
38	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.	By partnering with Johnson Controls, Sourcewell members will have the ability to customize training to meet their needs. Our programs can be comprehensive to increase the self-sufficiency of staff or more focused to develop competencies where needed. We design our training programs in conjunction with our service offerings to protect customer investments while maximizing the efficiency of their operations. Through continuous support and professional development, we align our services with their mission. To create a truly focused learning experience, we carefully customize our training programs to align with your goals and objectives. To help determine what training will be required for your staff, we will work with you through a series of brief interviews and simple tests with representatives from maintenance supervisors, maintenance staff, facilities engineering, and quality control. The program steps include the following: Define current maintenance and operating procedures Define required maintenance and operating procedures required for new equipment Review training options with plant engineering and maintenance Determine and organize training programs, based on need and skill level, for functional groups within the facility (supervisors, maintenance staff, custodial, etc.) Perform training with each group using a mix of theory, hands-on practice, and maintenance manual application Record each session for future use by staff On a regular basis, repeat and redesign new needs and re-establish competency on old ones Johnson Controls Institute Professional instructors with industry experience, state-of-the-art equipment, and hands-on lab activities are hallmarks of the Johnson Controls Training Institute experience. The Institute has been widely regarded as one of the best educational sources in the building environments industry since its establishment in 1947. Each year, more than 4,000 clients and employees attend courses at our institute. Training is available on-site or at one of our many training centers across the U.S. On-site training features hands-on training on your own equipment. For a listing of courses, please visit our website at www.johnsoncontrols.com. Packaged Training Programs We realize that off-site classroom instruction is not always practical. For that reason, the Institute produces several packaged training programs to assist our clients. Convenient and effective in-house training is possible through a variety of instructional videotapes, sound/slide, and computer-based training programs produced by the Institute. The computer-based training programs use the power and flexibility of the computer to deliver an interactive learning experience. Interacting one-on-one with the computer, the student can gain a better working knowledge of HVAC systems, energy management concepts, and facilities management system operation. The student can review each modular lesson after the initial learning experience to refresh skills as needed. Branch and On-Site Instruction Because branch training can provide a more convenient and cost-effective alternative to our standard Institute locations, we have converted many of our more popular courses to branch training programs. We can also conduct select courses using remote seminars that allow group training of the client's facilities, systems, and equipment. On-staff Johnson Controls Institute instructors teach the remote seminars at client sites, our offices, or another convenient location depending on the needs of the client group. We use portable equipment simulators that enable employees to practice without jeopardizing building operations. Another option for on-site instruction is on-the-job training, which allows our engineers, technicians, and mechanics to provide instruction at your facilities. This training is excellent for practical and productive learning. Materials include course handbooks, on-site laboratory sessions, and examinations. Typical topics include energy management, HVAC systems maintenance, and facility management system operation. Finally, phone support and technical assistance are always available over the phone or during our normal client service visits.	*

39	Describe any technological advances that your proposed products or services offer.	Our latest technology deployment is OpenBlue, which is further described in Question 70. It is a complete suite of connected solutions that deliver impactful sustainability, new occupant experiences, and respectful safety and security that combines our 135 years of building expertise with cutting-edge technology. OpenBlue features a suite of tailored, AI-powered service solutions such as remote diagnostics, predictive maintenance, compliance monitoring, advanced risk assessments, and more. One of our more powerful and popular technological advances is our Connected Services. All microprocessor-based York chillers can be connected to our Remote Operations Center and monitored 24/7. This information will better prepare our chiller technicians during their service visits and alert them during abnormal operating conditions. Our team will truly be connected to your member's operations resulting in improved performance. This technology gives our team 24/7 read-only access to chiller operational data remotely via our iPhones and desktop computers to maximize uptime, help you manage costs, and make informed decisions about your equipment. Connected Services will notify Johnson Controls personnel if the York chillers are not operating properly. Additionally, it allows our technicians direct access to the Johnson Controls internal intranet for access to all York chiller application data, service manuals and bulletins, parts manuals, and direct access to the York Factory Engineering team. This application also allows our customers to sign off on completed work, which is immediately available for viewing on the Customer Portal. This tool also gives our technicians access to the internet for updated information on third-party equipment and Johnson Controls compiled database on third-party equipment.	*
40	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.	At Johnson Controls, we've been dedicated to protecting the environment since our invention of the electric thermostat in 1885, which provided a fundamental shift in the energy efficiency of buildings. Now, all over the world, our products and services empower customers and communities to consume less energy and conserve resources. Our Objectives Sustainability is an integral part of our vision and values. Our environmental efforts are conducted with the following objectives in mind: • Supporting our company's growth and exceeding our customers' increasing expectations for more sustainable products and services. • Fostering a culture of sustainability that engages and attracts people who want to make a difference. • Improving our operational efficiency, including lowering costs and reducing the environmental footprint of our operations and supply chain. • Expanding engagement with our stakeholders on environmental issues, including leading in global partnerships that increase the scale of our sustainability impact. • Demonstrating our commitment from the top, including the continued integration of sustainability into company goals and decision-making. Our Accomplishments Across our organization, we seek to continuously improve in our environmental work. We're proud and fortunate to have been included in more than 40 prestigious sustainability indexes in recent years. 2020 World's Most Ethical Company. Our 13thyear in a row to be so recognized—a record only 7 companies worldwide have ever achieved. 100 Best Corporate Citizens, 2020. We achieved the rank of #3in our category and#18 overall among the 100 Best Corporate Citizens for 2020, for environmental, social, and governance (ESG) transparency and performance. We were up against 1000 of the biggest companies in the US to achieve this ranking. MSCI AAA Status. This is Morgan Stanley's sustainability index. Only 5% of companies achieve AAA. S&P 500 ESG Index. Even at a time when companies like Walmart, Twitter, and Honeywell were dropped from the S&P index, we maintained our spot. We are included in the Dow Jones Sustainability Index as well. Here are just some of the reasons why we've received this recognition: • From 2002 through 2017, we are proud to have reduced our energy intensity by 47 percent and our greenhouse gas intensity by 41 percent. • Our efforts align with the United Nations Sustainable Development Goals, a universal call to action to end poverty, protect the planet and ensure that all people enjoy peace and prosperity. • We always strive to do more, which is why in 2017 we adopted a new 2025 Sustainability Strategy. This strategy drives sustainability across our entire value chain by focusing on five areas: solutions, people, partnerships, performance, and governance. As part of this new strategy, we are committing to new, ambitious 2025 goals related to greenhouse gas emissions, energy, water, waste, safety, and diversity from a 2017 baseline.	*
41	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 are unaware of the Certification of independent products, however, Johnson Controls uses third-party software Process Map for our Environmental, Health, and Safety Information System (EHSIS) to track environment, health, and safety data from facilities worldwide. Data are reviewed routinely by qualified personnel, including the regular use of an internal audit process to check not only data in the system but also site-level checks of original records and other aspects. At times, we engage assistance from third-party environmental, health and safety, and ISO consultants for site-specific audits. This includes using, for some sites, certified registrars to validate and certify our operations to various quality, environmental, six sigma, and safety standards, e.g., ISO 9000, ISO 14001, OHSAS 18001. Additionally, filings with environmental, health and safety, and other regulatory agencies are routinely checked internally and by the applicable regulatory agency.	*
42	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.	Johnson Controls is a leader in supplier diversity. Since 1993, we have spent more than $22 billion with certified women- and minority-owned suppliers. Globally, we have included more than 300 diverse and historically underutilized companies into more than 30 product and service procurement categories to support our customer solutions. Johnson Controls' supplier diversity program is successful because of accountability, training, and supplier diversity processes that extend into our customer and supplier networks. Supplier diversity is approached as a discipline that is not confined to one department, geography, or an elite group of star performers. All of the operational, commercial, and advanced supplier diversity activities are tied together with standardized processes company-wide.	*

43	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?	Sourcewell members can ensure their project produces significant energy savings and the highest return on investment by selecting a company with extensive HVAC System and Service experience and a nationwide branch network that ensures expert local service in every market in North America. Unparalleled Experience By selecting Johnson Controls, Inc. (Johnson Controls), Sourcewell members will engage an industry leader that has implemented over 3,000 ESPC projects over the past 30+ years and helped pioneer the ESPC industry in the 1980s. We are the national leader in HVAC Systems and services with a greater market share and more experience than any of our competitors. We currently hold over $6 billion in performance-based guarantees through approximately 615 projects across North America. This experience ensures that Sourcewell members can realize a high-performance project that is designed, implemented, commissioned, and serviced by reliable experts that have successfully installed and service HVAC systems for other K- 12, higher-education, state, and local government bodies. We offer our customers the reliability and financial stability of a Fortune 100 company. Our sales for the fiscal year 2015 totaled $37.2 billion. Our financial muscle is balanced by a strong code of ethics. For the tenth year in a row, Johnson Controls has been named one of the “World’s Most Ethical Companies” by the Ethisphere Institute. Corporate Responsibility Magazine has also recognized Johnson Controls as the #14 company in its annual "100 Best Corporate Citizens" list. Our long history and proven capabilities illustrate that we can perform all phases of any project and provide Sourcewell member entities with the best value through equipment upgrades, equipment maintenance, and service, training, or any combination of service that you require. We Are Where You Are Our field service branch network of 4,500 front-line service providers in over 160 branch locations shows that although Johnson Controls has a large national and international footprint, we understand the importance of having a local presence in the communities we serve. Our extensive branch network is 100% company-owned and operated, which enables us to share resources, expertise, innovations, and corporate values throughout the entire branch network. This enables all of our branch employees to benefit from the experience and lessons learned on projects we perform across the nation and around the world. No other Energy Services Company (ESCo) has a similar network. By investing in local branch locations, we enable local decision-making authority that makes it easier to respond to the needs of customers in a timely manner. Our investment also helps support the communities where we live and work. Flexibility and Consistency Sourcewell members can benefit from our established and uniform development and implementation approaches that provide a consistent level of service and expedited delivery. We will apply the same management approach at a small-town school district, as we will for a world-renowned University or large state customer with highly dispersed facilities. This ensures that each project meets our standards of quality, safety, and maximum return on investment for our customers. With a large number of resources available to our teams, we are able to provide projects with additional staff to meet aggressive deadlines. Additionally, our ability to streamline the development, procurement, and implementation processes ensure faster upgrades of facilities so our customers will realize savings sooner. Safety At Johnson Controls, we realize safety is just as important to you as it is to us. From onsite field employees to corporate offices, safety is built into all the services we provide. Compared to the industry averages for Total Recordable Injury Rate (TRIR) and Lost Time Injury Rate (LTIR), Johnson Controls is leading the way in safety. In fact, our current safety record surpasses the published future safety goals of most industrial leaders. Commitment to Diversity For any project we undertake, we endeavor to maximize participation from minority-owned and Historically Underutilized Businesses (HUBs). This is an increasingly important goal for many of our customers and benefits Johnson Controls by expanding our pool of available talent in each marketplace. We have more than 700 diverse suppliers representing more than 50 product and service categories. Approximately 7% of Johnson Controls’ outside purchases are made with diverse suppliers and contractors with minority purchases making up approximately 80% of the spend. The remaining external purchases are from women-owned firms and firms designated by government agencies as small or disadvantaged businesses. Because of these efforts, Johnson Controls has joined the elite Billion Dollar Roundtable, an organization comprised of only 24 U.S. corporations that spend more than $1 billion annually with minority- and women-owned businesses. Commitment to Sustainability Sustainability is a cornerstone of our business. We create sustainable solutions through all of our workstreams and practice what we preach as a corporation. Our corporate headquarters campus in Glendale, Wisconsin represents the largest concentration of LEED Platinum buildings with four awarded buildings in one site. Since 2002, we have publically reported various sustainability data, including safety, and environmental metrics. We published our first annual Business and Sustainability Report in 2003, which details our performance in accordance with the Global Reporting Initiative (GRI) guidelines – the most widely accepted global standard for reporting corporate responsibility. Our 2015 Sustainability Report is available for you to view online at: http://www.johnsoncontrols.com/corporate-sustainability/reporting-and-policies/business-and-sustainability- report/environmental-leadership	*

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 *	
44	Do your warranties cover all products, parts, and labor?	Our warranty structure is set forth to protect our clients against faulty products installed by or workmanship completed by our personnel. Our warranties cover all products, parts, and labor associated with the Johnson Controls installed or serviced system.	*
45	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limitations in our warranty system for Johnson Controls installed or serviced systems.	*
46	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Technician travel time and mileage to perform warranty repairs are covered under our warranty program.	*
47	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?	Due to the presence of our company-owned district offices throughout North America, we are not aware of any geographic region where we cannot provide warranty repair services.	*
48	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?	As indicated above, our policy states we will warranty a system installed by our technicians for a period of 1 year from the date of the customer's beneficial use. Service parts carry a 90-day warranty from the date of installation by a qualified technician. Different manufacturers may offer their own equipment warranties that cover the replacement cost of specific system components	*
49	What are your proposed exchange and return programs and policies?	According to the specific terms of each client's agreement, we can exchange a faulty piece of equipment or system component under warranty for its current equivalent. Equipment that cannot be repaired, or that is part of a legacy system no longer supported, will be replaced at the client's request.	*
50	Describe any service contract options for the items included in your proposal.	Maintenance In order to protect your investment in its equipment and facilities, it is prudent to perform regular service/maintenance as outlined by the manufacturers. With an optimal maintenance strategy, one can expect a reduction in downtime, maintenance, and operating costs. Especially in a stringent cost-reduction environment – and with increasing demands placed upon facility managers and staff – it is more important than ever to find ways to simplify, expedite, and improve one's job while finding cost efficiencies along the way. We can customize a facility maintenance plan to address the manufacturer's recommended preventative maintenance tasks for all of your equipment. An effective strategy applies an optimum mix of different approaches based on the risk impact or cost and consequences of failure. Establishing this proper mix and focusing on continuous improvement is equally important in a successful strategy. Reactive Maintenance Fixing or replacing equipment only when they fail. Assets will be out of service until fixed. Significant overtime and expedited delivery costs incurred. Predictive Maintenance Checking the condition of the equipment as it operates. Equipment conditions, rather than time intervals, determine the need for service. Preventative Maintenance Scheduling maintenance at specific times offers the first line of defense against failure. Proactive Maintenance Addresses root causes identified by predictive methods. It isolates and corrects the sources of failure altogether.	*

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 *	
51	Describe any performance standards or guarantees that apply to your services	Johnson Controls utilizes a total quality management approach across Canada and throughout North America. Johnson Controls develops a clear picture of our customer's definition of quality service, from that we generate a defined set of objectives that form the basis of our performance standard. This method will ensure that Johnson Controls clearly understands and proactively participates in exceeding all of a customer's goals, and in our ability in achieving your expectations for customer satisfaction. Johnson Controls team and individual performance goals are set to a level exceeding the customer's acceptable performance standard. Performance evaluations are based on the team's success in achieving overall project goals; thus, teams are motivated to apply persistent, dedicated, and focused effort to overachieve their goals. Our Performance Infrastructure team provides guarantees for our Performance Contracting projects. For a Performance Contract, Johnson Controls guarantees the savings amount in the contract. - We begin monitoring the savings performance at the onset of the construction period and continue throughout the guarantee period. At the same time, we suggest and implement operational enhancements to fine-tune the overall performance. - We monitor savings during the year, produce scheduled reports that describe the results and reconcile the guarantee at the end of each year (or as dictated by the M&V plan). - If the dollar savings are equal to or greater than the guarantee amount, customers receive all of the excess benefits. If there is a shortfall, Johnson Controls will pay the difference between the actual and the guaranteed amount in the form of a check or as additional equipment and services. - We repeat the annual tracking and reconciliation process each year throughout the term of the agreement.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	A schedule of values is provided with each proposal that provides details of the service or product being provided, outlines timelines, billing, and responsible parties. There are standard communication and response time protocols that will be outlined at the task-order level.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods?	Payment terms are NPR 30 for all invoices. For contracting sales, a schedule of values will be outlined regarding payment intervals throughout the installation process including after-warranty PSA.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	It is the intent of Johnson Controls to utilize Sourcewell Approved Leasing Vendor NCL for potential financing of our Sourcewell opportunities. Our organization offers various financial solutions in an effort to remain focused on the financing needs of its customers. Program offerings include: Direct Purchase Fair Market Value (FMV) Purchase Option 10% Purchase Option	*
55	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Systems and Services North America has a wholly-owned branch network that provides proposals directly to customers for requested product or service purchases. Each proposal procured through the Sourcewell contract will be marked in SalesForce as a Sourcewell Cooperative and will have the Sourcewell contract number and will be logged. Additionally, services are quoted and tracked using the Sourcewell "buying group" Upon customer award and invoiced, these sales will be reported to Sourcewell quarterly	*
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.	Johnson Controls will utilize standard commercial quoting tools when quoting Sourcewell opportunities. The primary systemic tools utilized to build proposals are Selection Navigator, Yorkworks, and NxGen when quoting services. Standard JCI commercial terms are incorporated into these proposals.	*
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 do accept P-card procurement and payment, and we do not pass on any fees to the customer.	*

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.	This agreement will apply to all Johnson Controls Systems and Services North America (SSNA) branches across the United States. Johnson Controls strives to be a company that is easy to do business with. Therefore, our approach for this opportunity is to keep our pricing model simple, easy to use, and transparent. Labor Rates For labor rates, each branch location has published street labor rates that are competitive in their local markets. We will be using the approach discounting 10% off of our local branch published street rates (benchmark: Our labor pricing approach is the same approach utilized by Johnson Controls for GSA Schedule 84, which can be used by most state and local government entities). Local labor rates change annually. Equipment, Controls, and Solutions For equipment, controls, fire / Security alarm, and parts manufactured by Johnson Controls, our approach is to discount off of our North American List Price (NALP) or List Price depending upon the pricing tool being utilized. For outside purchased HVAC equipment, controls, fire, security, technology equipment, and miscellaneous components, our approach is to mark up over our cost HVAC Specialty Air Quality Products are custom built, so pricing will vary For miscellaneous 3rd party parts, mechanical subcontracts, electrical subcontracts, piping subcontracts, insulation subcontracts, job services such as cranes, facilities assessments, job specific tools, management & engineering services and surveys, our approach is to mark up over our cost as verified by 3rd party invoice to Johnson Controls.	*
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.	Discounts vary based on equipment and labor. Maximum equipment discounts are 55%.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts will be considered on a project-by-project basis. Most SSNA solutions are customized for each facility and do not qualify for volume discounts.	*
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 supply these items at cost + 30%.	*
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.	Proficiency and Risk (PR) Fee: Due to unforeseen conditions and or circumstances on all proposals Johnson Controls includes PR assessments. The PR fee averages 5%, of the total sell price depending on the risk it could be as high as 10% or as low as 2%. In our existing Sourcewell Contract 030817-JHN, this PR Fee has consistently been included in our proposals under miscellaneous as it is part of our systemic pricing tools. Johnson Controls wants to provide customers with complete transparency of our pricing.	*
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 costs are included, as is disposal.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping costs are included in the price.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We strive to achieve just-in-time delivery to avoid storage costs and costs associated with damage that can occur when equipment and parts are stored on-site or in a facility for any length of time. Additionally, we do not enforce your warranty until we reach substantial completion. This helps save our customers a little money by not starting the warranty period too early when the system is not yet in use.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing methodology is similar to that of past award. Both B and C apply to our response. Depending upon the opportunity discounts are equal to or better than we offer to GPO's and other cooperatives. It is Johnson Controls policy to standardize pricing across Cooperatives and GPO agreements and enable the branch offices to negotiate the additional discounts on an opportunity by opportunity basis.

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.	Pricing calculations under the Sourcewell contract will leverage estimating tools with defined pricing discounts for Sourcewell members. This pricing methodology makes it easy for our field organization and customers to understand pricing practices. Pricing transparency is provided to the customer with each Sourcewell proposal including reference to the Sourcewell contract. Pricing for large sales often has multiple reviews (sales, sales management, and cooperative program office). Small transactional sales are sample reviewed by the cooperative program office. If a pricing discrepancy would be identified all sales by that sales rep through the Sourcewell contract would be self-audited. The sales reporting and administrative fee remittance function are independent of the field sales organization. Fee processing is completed by a centralized GPO and cooperative processing team. This process will help to eliminate issues relating to unreported sales or missing fees under the Sourcewell contract. The centralized team utilizes data contained with our Customer Relationship Management system, booking system, and cooperative proposal log to help ensure completeness in sales reporting and fee submission.	*
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.	Johnson Controls has established KPI's for evaluating the performance of our Cooperative Program. These internal metrics are comprised of data from both sales and finance. For example, one key metric that we utilize is the number of sales representatives that have an active Sourcewell proposal in the Sales Force pipeline	*
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.)	Johnson Controls proposes a 1% administrative fee. On significant opportunities, we would like to leave open our ability to further negotiate a reduction on a case-by-case basis.	*

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.	Due to character limitation on the Bid Portal, please see the "Table 14A – Depth and Breadth of Offer Equipment Products and Services" document for complete details. Although we have the unique capacity to self-perform most work, we also have the contract management expertise to know when it is appropriate to outsource some functions. Please see our "Subcontracting Scope of Work" document uploaded as an attachment to this response. HVAC System Design, Installation, and Service HVAC Systems: - Standard Air Handling Units (AHUs), Customer AHUs, AMI Modular AHUs - Inefficient air handling unit replacement - HVAC system redesign - Variable frequency drives - Heat recovery systems - Low leakage air dampers - Variable air volume systems - Inlet vanes for centrifugal fan - Demand control ventilation - Exhaust fans - Fan coil units - Motor replacement - Unit heaters/ventilators - Computer room unit optimization - Four-pipe system to two-pipe system - Variable volume system upgrades - System recommissioning - Duct Free Mini Split Systems - Invertors - Pumps - Indoor Air Quality Products and Devices: Active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration - Rooftop units - Heat pumps - PTACs - Water source heat pumps - Air Terminal Devices and Heating Products - Lighting systems-disinfectant lighting (UVC light tech) for air handlers Cooling Systems: - Scroll, Rotary, Centrifugal, Reciprocating, Air-Cooled Chillers, Water-Cooled Chillers, Condensing Units, and Absorption Chillers - Chiller replacements - Gas fire centrifugal chillers - Low load chiller - CFC containment conversions - Tower free cooling - Commercial refrigeration

- Cooling tower upgrade
- Two speed fan motors
- Variable pitch blade cooling tower fan
- Thermal energy storage systems
- Reclaim A.C. heat rejection
- Variable flow system upgrade
- Air-Cooled Variable Refrigerant Flow Systems
- Chilled water temperature reset
- Humidity control
- Absorption chiller
- Gas-fired chiller
- Condenser auto-cleaning
- Conversion to primary secondary, including VSD on pumps
- Cooling towers De-centralization/centralization
- Free cooling

Energy Management and Control Systems:
- In-room control systems
- Direct digital controls
- Pneumatic control conversion
- Manual valves to automatic valves
- Air compressors
- Lab flume hood control
- Multi-system integration
- Load shedding
- Demand management
- Staging / lead-lag
- Optimum start / stop

Heating Systems:
- Heating system redesign and optimization
- Boiler replacement
- Electric to gas fired boiler
- High efficient modular boilers
- Low load boiler
- Burner replacement
- Dual fuel burners
- Oil atomizing burners
- Boiler stack heat reclaim
- Perimeter radiation
- High efficient domestic water heaters
- Gas line turbulators
- Temperature reset control
- Electric heating to gas
- Piping insulation
- Boiler stack reclaim
- Boiler system de-centralization
- Aerator replacement with O2 scavenger
- Automated water treatment
- Condensate recovery

Performance Contracting
- Energy Conservation Measures
- Investment Grade Audits
- Infrastructure Upgrades

OpenBlue
Building Systems
- Building Management System
- Access Control System
- Lighting
- HVAC
- Floor plans

Integrated Workplace Management Systems
- Meeting rooms (size, location, amenities)
- Desk (reservable, status)
- Assets (type and location)
- Other spaces
- Frictionless Access Control
- Facial Recognition
- Skin temperature scanning solution
- Facemask detection
- Thermal imaging, UV sanitizing gates, contact tracing, touchless visitor management

Enterprise IT Systems
- HR & IT System
- Active Directory
- Microsoft Exchange
- CMMS

Third Party Offerings
- Sensors
- Space Scheduler
- Mobile Access
- Parking management
- Travel options (bus, train, car)
- Weather, traffic, stock prices

OpenBlue Healthy Buildings
- OpenBlue Dynamic Spaces
- Face Mask Detection
- Social Distance Monitoring and Contact Tracing
- Intelligent Frictionless Access Control

OpenBlue Companion
OpenBlue Clean Air
OpenBlue Location Manager
OpenBlue Enterprise Management
OpenBlue Digital Twin
OpenBlue Secure
OpenBlue Tailored Services Suite

Smart City Programs

- Traffic analysis
- Security Cameras
- Proximity Sensors
- Pedestrian Counters
- Digital signage and speakers
- Gunshot detection

Utility Meters
- Water Meters
- Electric Meters
- Utility billing analysis
- Utility rate improvements
- Meter consolidation
- Electric power factor correction
- Automatic Meter Reading (AMR)
- Advanced Metering Infrastructure (AMI) technology – Full scale implementation
- Meter accuracy improvements
- Meter typing & sizing upgrades
- Automatic leak detection system
- Customer web portal
- SCADA upgrades

Distribution Systems and Cogeneration Plants
- Central Utility Plants
- Cogeneration/CHP Systems
- Central cooling plant

Lighting Systems
- Lighting Products: Intelligent lighting, connected lighting, streetlighting, intelligent street lighting, decorative lighting, human-centric lighting, specialty lighting, safety lighting, disinfectant lighting, and commercial lighting.
- Interior Lighting:
  - Linear Fluorescent Upgrades: New LED fixtures, LED retrofit kits, LED tubes
  - CFL/INC/HID Upgrades: New LED fixtures, LED retrofit kits, LED re-lamps
  - High Bay Fixtures: New LED fixtures
- Exterior Lighting:
  - Building Mounted: Wall packs, floods, canopy
  - Pole Mounted: Area and street lights, Post top decorative, High mast, Parking garages
- Lighting Controls:
  - Room based controls: occupancy sensors, Photocell sensors
  - Stand-alone Networked controls
  - Integrated Networked controls with BAS
  - Smart City controls

- Human-Centric Lighting (HCL): HCL systems combine intelligent lighting control with LED lamps and fixtures that have the ability to change their color temperature and intensity. Light varies during the day according to the natural lighting cycle:
  - Low light levels and low CCTs (Correlated Colour Temperature) in the early morning
  - High light levels and high CCTs at midday (up to 10,000 K)
  - Low light levels and low CCTs during evening
  - Extremely low light levels and a medium CCT under moonlight

- Smart Building-Wide Lighting Control
- Building Automation System Integration
- Business Optimization

Building Envelope Systems
- Window glazing
- Tinted window film
- Energy efficient windows
- Window and door weather stripping and caulking
- Revolving doors
- Air curtains
- Automatic door closers
- Roofing
- Insulate walls, roof, floor, soffit
- Caulk pipe penetrations
- Seal ceiling to roof gap
- Solar radiation reduction
- Reflective coating to roof
- Weatherproofing

Water and Sewage Systems
Water Conservation
- Retrofit flush valves, showerheads, faucets, toilets
- Automated water systems
- Cooling tower retrofits
- Ice machine upgrades
- High efficiency domestic water heaters
- Waste heat recovery

Water Supply/Treatment/Distribution
- Raw water pumping
- High service pumps
- Backwash water pumps (filtration plants)
- Water control systems
- Plumbing systems
- Irrigation systems
- Domestic water
- Rain water harvesting

Wastewater Collection and Treatment
- Wastewater lift pumps
- Aeration system improvements (diffusers, controls, blowers)
- Digester gas to energy projects
- Digester improvements

Flood Control
- Flood control systems
- Flood monitoring systems
- Integrated traffic control and monitoring systems

Renewable Energy Systems
- Solar photovoltaic
- Wind turbines

*

- Geothermal heat pumps
- Microgrid
- Energy storage
- Solar daylighting
- Biomass plants
- Solar thermal pool heating
- Solar thermal domestic water heating
- Solar transpired walls

Distributed Energy Storage
Battery Power Stationary Storage
Energy Storage System - In-Building
Modular Container Distributed Energy Storage System
Thermal Energy Storage Systems
Ice Storage

Sewer Heat Recovery
Waste Heat Recovery and Urban Biogas Utilization

Microgrids

Connected Technologies
- Audio-Visual
- Data Cabling
- LAN/WAN/Voice
- Distributed Antenna Systems
- Nurse Call Systems
- Security Systems
- HL7 Integrations

Pool Systems/Environment and Recreational Spaces
Additional Systems
- Loading dock air curtains
- Ceiling systems
- Electrical power systems
- Emergency generators
- Turbine generators
- Switch gear
- Elevator modernization
- Waste management
- Waste compactors
- Red bag waste
- Pool covers and pool heat recovery
- Air and water balance
- Power factor correction
- Fleet management
- Start-up and commissioning
- High efficiency water heating
- Instantaneous hot water heating and removal of large storage tanks
- Waste heat recovery for dryers and kitchens
- Conversion of electric kitchen equipment to gas
- Water savings measures for kitchen and laundry
- Ozonated laundry upgrades
- Kitchen equipment
- Dishwasher replacement
- Walk-in coolers optimization
- Exhaust system optimization
- Kitchen design
- Laundry systems

Service and Maintenance

Public Relations

Security
- 24/7 remote monitoring
- Access control
- Advanced video surveillance
- Intrusion detection

Fire, Life-Safety & Hazard Protection
- Fire alarm systems
- Fire sprinkler systems
- Fire suppression systems
- Mass notification systems
- Special hazard solutions
- Extinguishers
- Mass Notification
- Special Hazard
- Sprinkler

Operational Intelligence & Loss Prevention
- Information management solutions
- Real-time location systems (RTLS) for asset management
- Video and traffic analytics

71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	- Renewable Technologies - Indoor Air Quality - Lighting Systems - Energy Efficiency - Greenhouse Gas Reduction - Smart Building Technologies - Smart City Technologies - Artificial Intelligence - Security - Connected Technologies - Energy Storage - Microgrids - HVAC Equipment - Controls - Building Automation Systems - Energy Management Systems - Operational Intelligence and Asset Management - Fire alarm and suppression - Security - Extinguishers - Sprinkler - Mass Notification - Special Hazard	*

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	HVAC, IAQ, and water heating or treatment infrastructure, equipment, components, products, parts, and related technology	(•) Yes ( ) No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services	*
73	Sensors, controls, thermostats, gauges, and system automation or management products and technology	(•) Yes ( ) No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services	*
74	Services related to the offering of the solutions described in Lines 72 and 73 of Table 14B above, including installation, maintenance, repair, refurbishment, replacement, system upgrades, emergency or short-term HVAC equipment rental, assessment, integration, training, support, and customization	(•) Yes ( ) No	See attachment 14A - Depth and Breadth of Offer Equipment Products and Services	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell Pricing Table 07 01 21 Final Rev.docx - Wednesday June 30, 2021 14:58:28
- Financial Strength and Stability - 2020-10-k-for-jci-site.pdf - Monday June 28, 2021 14:57:33 Marketing Plan/Samples - Marketing Doc.pdf - Tuesday June 29, 2021 09:58:10
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Project Warranty Letter.pdf - Monday June 28, 2021 16:09:35
- Standard Transaction Document Samples - HS HP Upgrade and Service Sample Proposals.pdf - Monday June 28, 2021 15:40:04
- Upload Additional Document - Table 2 Certification and Table 14A Additional Info.zip - Tuesday June 29, 2021 10:31:24

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. - Jeremy Rainwater, VP & GM HVAC and Controls North America, Johnson Controls, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_HVAC_Systems_Services_RFP_070121 Tue June 22 2021 04:10 PM	☑	1
Addendum_3_HVAC_Systems_Services_RFP_070121 Wed May 26 2021 04:55 PM	☑	1
Addendum_2_HVAC_Systems_Services_RFP_070121 Tue May 18 2021 03:45 PM	☑	1
Addendum_1_HVAC_Systems_Services_RFP_070121 Mon May 17 2021 01:50 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:
Tyco Integrated Fire & Security dba Johnson Controls and Sourcewell | Contract #070121-JHN

Req # (if available):**N/A**
Vendor Name: **Johnson Controls**

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 $149,576.70**.**

Written justification or summary of purchase.
Johnson Controls shall provide a turnkey, complete installation of the material and labor listed in the BOM / Bill of Material. This delivery of the Axis Body Worn Camera system includes engineering, documentation, programming, material installation, testing, commissioning, and training for a complete and fully functional system.

Purchasing:

Josilla Togiola, Purchasing Manager
3/5/2025

Authorized Department Staff:

Name/Title: Nora Garcia, Dir. of PS & EM **Date**:3/4/2025

**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.*

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Parks & Recreation

Subject: CONSIDER APPROVING THE MEASURE A ACQUISITION GRANT MASTER AGREEMENT WITH THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT THAT WILL EXPAND FRIENDSHIP MINI PARK, AND RESOLUTION NO. 25-044 TO FORMALLY ALLOCATE THE GRANT FUNDS (CITY COUNCIL)

I. SUMMARY

On January 24, 2025, staff was informed that the City of Carson had been awarded a Measure A Acquisition Grant from the Los Angeles County Regional Open Park and Open Space District to fund the purchase of land adjacent to Friendship Mini Park. The grant provides $1,430,000 to add .44 acres to Friendship Mini Park, thereby nearly doubling its current footprint. To formally accept the grant and move this project forward, the City Council is asked to approve the Master Agreement (Exhibit No. 1) that details the City's duties and responsibilities to comply with the grant's requirements. Additionally, Resolution No. 25-044 must also be approved to allocate the grant funds to the appropriate account number.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Measure A Acquisition Master Grant Agreement with the Los Angeles County Regional Park and Open Space District to fund the purchase of property that will expand Friendship Mini Park (Exhibit No. 1; "Agreement").
2. WAIVE further reading and ADOPT Resolution No. 25-044, "A RESOLUTION OF THE CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND THE SPECIAL REVENUE FUNDS."
3. 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.

IV. BACKGROUND

The Measure A Acquisition-Only Grant Program is administered by the Los Angeles County Regional Park and Open Space District (RPOSD) to meet the goals of the Natural Lands, Local Beaches, Water Conservation and Protection Competitive Grant Program or the Regional Recreation, Multi-use, Trails and Accessibility Competitive Grant Program. This endeavor prioritizes urgent acquisitions in High or Very High Need Study Areas, as well as trails connections and access, wildlife corridors, and critical habitat.

On September 27, 2024, staff submitted a Measure A Acquisition Grant application proposing the purchase of land adjacent to Friendship Mini Park that would nearly double its overall footprint. The additional .44 acres would contribute to the health and well-being of residents by offering additional space for physical activity. Moreover, the purchase would provide a larger, aesthetically-pleasing area for the community to enjoy, thereby improving their mental health.

Earlier this year, the City was informed that its grant application was approved, and $1,430,000 was awarded towards this project. As detailed in the award letter (Exhibit No. 2) and further in the Master Agreement, the City must fulfill numerous obligations in order to comply with the grant's requirements. Specifically highlighted were the following:

- At the close of escrow, a deed restriction must be recorded on the property's title, ensuring its compliance with the provisions of Measure A and the terms of the grant agreement, in perpetuity.
- The project must be open to the public without discrimination as to race, color, sex sexual orientation, age, religious belief, national origin, etc. Furthermore, the space must serve as a park, recreation, and/or open space.
- It is expected that all grantees move forward with acquiring their properties as set forth in the grant application.

Other provisions of the Agreement (which is RPOSD's standard form, and which staff has not sought to modify or negotiate) that the Council should be aware of include the following:

- Section D requires the City to indemnify, defend and hold harmless RPOSD for any claims and liabilities arising out of the Agreement or the Grant project;
- Section F.4 provides that the Term of the Agreement commences upon Agreement execution and lasts in perpetuity;
- Section H requires the City to place and maintain signage in a prominent location on the Grant project site acknowledging the assistance of RPOSD;
- Section J requires the City to cooperate with RPOSD in advance with respect to media and public information pieces it issues related to the Grant project, to acknowledge RPOSD funding in all publicity it issues related to the Grant project, to give RPOSD at least 30 days notice of project grand openings, etc., and to provide RPOSD with quality photos of the site and project;
- Section M restricts the City's right to transfer the property acquired with the Grant funds, including requiring RPOSD approval of any transfer, restricting any transfer to other public agencies or specified types of nonprofits, and requiring the transferee to accept the Grant Agreement obligations. Section M states that under these conditions, the City would not be required to reimburse RPOSD (see discussion of Section N below);
- Section N states if the City receives RPOSD permission to dispose of the property acquired with the Grant funds, the City must reimburse RPOSD in specified amounts (which depending on the circumstances may equal the Grant amount, the fair market value of the property acquired with the Grant funds, or the proceeds from the property), despite such RPOSD approval. Presumably, this reimbursement obligation is intended only to apply to dispositions/transfers that do not fall within the categories described in Section M, given the language of Section M referenced above, but the Agreement does not make this perfectly clear;
- Section M states the City must maintain and operate in perpetuity the property acquired with the Grant funds, subject to the provisions of Measure A, and use the property only for the purposes for which the Grant was requested and not permit any other use of the area, except as allowed by RPOSD and consistent with Measure A;
- Section O gives RPOSD specified audit rights;
- Section R gives RPOSD the right to terminate the Agreement under specified circumstances, but does not give City the right to terminate the Agreement;
- Section S gives RPOSD specified remedies against the City in the event City breaches any of the terms of the Agreement, which may include City's loss of the Grant and/or eligibility for future grant opportunities, and/or RPOSD seeking a court order of specific performance to compel the City to carry out the Grant project. Section S also states that RPOSD would be entitled to recovery of its enforcement costs if it were to prevail in such an action.

To move this project forward, the City Council is asked to approve and authorize the Mayor to execute the Agreement. Additionally, adoption of Resolution No. 25-044 would allocate the grant funds to the appropriate account.

V. FISCAL IMPACT

Grant funds in the amount of $1,430,000 will be deposited into Account No. 222-80-820-904-8002/PW1803.

VI. EXHIBITS

1. 10203 City of Carson (Grant Agreement)
2. 10203 City of Carson Award Letter
3. 2024 Acquisition-Only Program Checklist
4. Resolution No. 25-044

Attachments

10203 City of Carson.pdf
10203 City of Carson Award Letter.pdf
2024 Acquisition-Only Program Checklist.pdf
Resolution No. 25-044.pdf

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (RPOSD)

Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure (Measure A), approved by voters on November 8, 2016

GRANT AGREEMENT

Grant Number: 10203

Project Title: Expansion of Friendship Mini Park

Grant Award Amount: $1,430,000.00

Project Scope:

The acquisition of two parcels, approximately 0.44 acres, in Carson, for the future expansion of Friendship Mini Park.

PARTIES TO AGREEMENT

Grantor
Los Angeles County
Regional Park and Open Space District
1000 South Fremont Avenue, Unit #40
Building A-9 East, Ground Floor
Alhambra, CA 91803

Grantee
City of Carson
701 E. Carson Street
Carson CA 90745

RECITALS

The Grantee listed above ("Grantee") and the Los Angeles County Regional Park and Open Space District ("RPOSD") do hereby enter into this Grant Agreement ("Agreement"), and under the terms and conditions of this Agreement, Grantee agrees to complete the project as described in the Project Summary and RPOSD, acting through the Director of the County of Los Angeles Department of Parks and Recreation and pursuant to Measure A, agrees to fund the project up to the grant award amount indicated.

SPECIAL PROVISIONS:

Grantee must close escrow on acquisition within two years of the date of grant agreement execution. Grantee must complete property conveyance documentation, obtain title insurance policy, and submit grant closing documentation within 90 days after the close of escrow.

INTERPRETATION

In construing terms of this Agreement, the following rules shall apply:

Unless otherwise expressly noted, references in this base Agreement to paragraphs and subparagraphs are to paragraphs and subparagraphs of this Agreement.

Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events or otherwise) shall be construed to also include the plural except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question. Plural nouns and phrases incorporating them shall be construed to also include the singular except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question.

Reference in this Agreement to Federal, State, and/or other governmental statutes, codes, rules, regulations, ordinance, guidelines, directives and/or policies, including those copies of which are attached to this Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or polices as amended from time to time.

Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of RPOSD under this Agreement, will be in writing, and may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

WORK

Pursuant to the provisions of this Agreement, the Grantee shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.

If the Grantee provides any tasks, deliverables, goods, services, or other work, other than as specified in this agreement, the same shall be deemed to be a gratuitous effort on the part of the Grantee, and the Grantee shall have no claim whatsoever against RPOSD.

GOOD STANDING POLICY

Good Standing describes a Grantee who is in compliance with all requirements stated in the Grant Agreement, guidelines, policies, and procedures of RPOSD for both Proposition A and Measure A. Good Standing is required of Grantees to receive any grant funds and processing from RPOSD.

DEED RESTRICTION

The Grantee shall cause to be recorded a deed restriction on the title of real property acquired. This requirement is in compliance with Measure A and the Grant Agreement and is in effect in perpetuity. Grantee must record a deed restriction concurrent with the close of escrow unless otherwise approved by RPOSD in writing.

COMMUNITY ENGAGEMENT

The Grantee is encouraged to conduct community outreach and engagement as defined in the Grant Administration Manual with the intent to ensure that communities throughout Los Angeles County are aware of and can help determine spending priorities for their projects and to facilitate a transparent process by which agencies report use of Measure A funds.

A. Definitions

1. Grantee: the party described as Grantee of this Contract and any future successor(s).
2. Application: the individual application for the July 2024 Measure A Acquisition-Only Competitive Grant Program, (Application ID Number 10538) and its required attachments, for the grant identified in this Agreement
3. Board of RPOSD: The County of Los Angeles Board of Supervisors, acting in its capacity as the governing body of the RPOSD.
4. RPOSD: The Los Angeles County Regional Park and Open Space District. Unless otherwise specified herein, the Director of RPOSD, or designee, shall administer this agreement on behalf of the RPOSD.
5. Grant Administration Manual: The document that details the policies and procedures for administering grants awarded by RPOSD. It shall also include any subsequent amendments or changes issued by the RPOSD and as described in this contract.
6. Project Scope: A concise statement outlining the objective of grant funding.
7. Project Timeline: The period of time starting on the date of agreement execution and ending on the grant closeout date. Only project costs incurred during the Project Timeline are eligible for reimbursement.
8. Measure A/Measure: The Safe, Clean Neighborhood Parks, Open Space, Beaches, Rivers Protection, and Water Conservation Measure, which voters approved on November 8, 2016.

B. Conditions

1. The Application and its required attachments, and any subsequent change or addition approved by RPOSD, is hereby incorporated in this Agreement as though set forth in full.

2. The Grant Administration Manual, and any subsequent changes or additions thereto, and Measure A also are hereby incorporated in this Agreement as though set forth in full.

3. As per the information on Page 1 of this contract, RPOSD grants the Grantee a sum of money not to exceed the Grant Amount, in consideration and on the condition that the sum be solely expended for the purposes set forth in the Project description and under the terms and conditions set forth in this Agreement.

4. Grantee agrees to furnish any additional funds necessary to complete the Project.

5. Any non-recreational use of the Project must be preapproved in writing by RPOSD, and if approved, the Grantee agrees that any gross income earned from such non-recreational uses of a Project shall be used for recreation development, additional acquisition, operation or maintenance at the Project site, unless RPOSD approves otherwise in writing.

6. Grantee agrees that any gross income that accrues to a grant-assisted development Project during and/or as part of the construction, from sources other than the intended recreational uses, also shall be used for further development of that particular Project, unless RPOSD approves otherwise in writing.

C. No Joint Venture

This Agreement is by and between RPOSD and the Grantee and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between RPOSD and the Grantee.

D. Liability and Indemnification

1. The Grantee shall indemnify, defend and hold RPOSD harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.

2. The Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorney's fees, in any action or liability arising under this Agreement or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Grantee.

3. RPOSD shall have no liability for any debts, liabilities, deficits or cost overruns of the Grantee.

4. The Grantee and RPOSD agree that the liability of RPOSD hereunder shall be limited to the payment of the grant monies pursuant to the terms and conditions of this Agreement and the Grants Administration Manual.

   Any contracts entered into, or other obligations or liabilities incurred by the Grantee in connection with the Project or otherwise relating to this Agreement shall be the sole responsibility of the Grantee, and RPOSD shall have no obligation or liability whatsoever thereunder or with respect thereto.

E. <u>Regulatory Requirements</u>

1. *(Tax Exempt Bonds)* The Grantee will not enter into any contract, agreement, lease or similar arrangement, or to agree to any amendment or modification to an existing contract, agreement, lease or similar arrangement, that, in RPOSD's opinion, violates federal regulations restricting the use of funds from tax-exempt bonds. Any proposed operating Contracts, leases, concession Contracts, management contracts or similar arrangements with non-governmental entities that restrict the public use of the project site for (30) thirty consecutive days or more, must be reviewed by RPOSD prior to awarding as they relate to the project or project site in perpetuity. Any such Contracts in existence must be disclosed prior to construction.

2. The Grantee (or their representative) shall comply as lead agency with the California Environmental Quality Act (CEQA), Public Resources Code, Section 21000, et. seq. CEQA documents must be recorded with and stamped by the Los Angeles County Registrar Recorder.

   i) The Grantee shall add RPOSD to the notification list for CEQA requirements as stated in the Grant Administration Manual.

3. (*Public Records Act*) The Grantee and RPOSD will conform to the requirements of Government Code Section 6250, et seq. in making all documents relating to this Contract, the grant obtained and all other related matters available for public review during regular business hours. If the Grant involves acquisition of property, however, both RPOSD and the Grantee may withhold from public review any and all documents exempted under Section 6254, subsection (h), prior to completion of said acquisition.

4. *(Public Records Act)* In the event that RPOSD is required to defend an action on a Public Records Act request for any of the contents of a Grantee's submission under the terms and conditions of the Agreement, the Grantee agrees to defend and indemnify RPOSD from all costs and expenses, including attorneys' fees, in any action or liability arising under, or related to, the Public Records Act.

5. (*Internal Revenue Code of 1986, as amended*) In order to maintain the exclusion from gross income for federal income tax purposes of the interest on any bonds, notes or other evidences of indebtedness issued for the purpose of providing the grant monies made available in this Agreement, the Grantee covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, as amended. In furtherance of the foregoing covenant, the Grantee hereby agrees that it will not, without the prior written consent of RPOSD, (a) permit the use of any portion of the Project by any private person or entity, other than on such terms as may apply to the public generally; or (b) enter into any contract for the management or operation of the Project or any portion thereof, except with a governmental agency or a nonprofit corporation that is exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code.

6. (*County Lobbyist Ordinance*) The Grantee and each County lobbyist or County lobbying firm, as defined in Los Angeles County Code Section 2.160.010, retained by the Grantee, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the Grantee or any County lobbyist or County lobbying firm to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which RPOSD may terminate or suspend this Agreement.

7. If the Project includes acquisition of real property, the Grantee agrees to comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any applicable federal, state, or local laws or ordinances.

F. Time is of the Essence

1. RPOSD expects the Grantee to remain in Good Standing and make appropriate requests for the amount of time needed to complete the project. Failure to complete a project by the original due date, or by any extended due dates authorized by staff or RPOSD Review Committee, may result in the loss of Good Standing.

2. The Grantee agrees to complete the Project within the Project Timeline. The Project Timeline starts on the date of agreement execution and ends on the grant closeout date as specified in RPOSD's Grants Management System, or its equivalent, and under the terms and conditions of this Agreement and the Grants Administration Manual. The requirements of Measure A and of this Agreement last in perpetuity and may be enforced by RPOSD at any time.

3. The Grantee agrees to promptly submit any requests for changes to the Project's information, including but not limited, to Project Title and Project Summary. These changes are considered administrative changes, and subject to RPOSD's approval. Submission of documents with Project information inconsistent within this Agreement and RPOSD's Grants Management System, or its equivalent, will cause delay in the grant process.

4. (*Term*) The term of this Grant Agreement commences on the date of Agreement Execution as noted on the last page of this agreement, and lasts in perpetuity.

G. Performance and Development

1. The Grantee agrees to promptly submit any reports that RPOSD may request.

2. If the Project includes development, the Grantee shall use sustainable elements, including but not limited to: energy-efficient buildings, long-lasting materials, conserved and restored natural areas, easy-to-maintain or drought tolerant plants and landscaping, organic mulch, fertilizers and compost, storm water capturing, wetlands for increased flood control, recycling bins for park patrons, on-site composting, and ADA access, unless the Grantee can show, to RPOSD's satisfaction, that it is infeasible to do so.

3. If the Project includes acquisition of real property, the Grantee agrees to furnish RPOSD with evidence of title, such as preliminary title reports. RPOSD, at its sole discretion, shall determine whether the evidence is acceptable under this Agreement. The Grantee agrees in negotiated purchases to correct, prior to or at the close of escrow, any defects of title that in the opinion of RPOSD might interfere with the operation of the Project. In condemnation actions, such title defects must be eliminated by the final judgment.

H. Signage and Branding

The Grantee shall erect and maintain signage at a prominent location on the project site acknowledging the assistance of RPOSD. The cost of permanent signage development is reimbursable through the grant. RPOSD will provide electronic samples of its graphics for the grantee to use in signage development. Please refer to the Grants Administration Manual for additional information on this requirement.

I. Modification

Any modification or alteration in the Project, plans or specifications must be submitted, in writing, to RPOSD for prior approval. No modification shall be effective until and unless the modification is executed by both the Grantee and RPOSD.

J. Publicity of Project Information

1. The Grantee shall cooperate with RPOSD in advance when preparing electronic media and public information pieces related to the Project.

2. The Grantee shall acknowledge RPOSD funding in all publicity issued by it concerning the Project.

3. The Grantee shall give the RPOSD the right and opportunity to use information gained from the Project.

4. The Grantee shall give a minimum of 30 days' notice of the Project grand openings, inauguration, dedications, significance, and completion to RPOSD staff and to the County Supervisor's Office in which the Project is located, as well as to other appropriate public officials.

5. The Grantee shall provide quality digital photographs of the pre-construction site and completed project to RPOSD. If unable to provide digital photographs (collectively, "Photographs") then the Grantee shall provide quality printed photographs of the completed Project.

K. Disbursements

Prior to incurring acquisition costs, the Grantee will submit all requested acquisition documents to RPOSD for prior review and approval. Project costs must be incurred within the Project Timeline to be eligible for reimbursement.

1. The Grantee must submit requests for payment electronically in accordance with their reimbursement schedule. Refer to RPOSD Grant Administration Manual for Payment Reimbursement Schedule and Procedures.

   i) The Grantee will supply RPOSD any copies of executed contracts where the Grantee expects reimbursement from grant funds.

   ii) Upon entering into any contract for the construction, maintenance, operation or similar activity related to the Project, the Grantee agrees it will require said contractor to carry adequate insurance required by RPOSD and naming RPOSD as an additional insured party. In addition, said insurance must require that the Grantee and RPOSD be given thirty (30) days advance written notice of any modification or cancellation of said insurance. The Grantee agrees to submit proof of such insurance to RPOSD for its prior approval.

2. RPOSD may disburse to the Grantee the grant funding as follows:

   Acquisition

   i) A comprehensive narrative appraisal report that meets the Uniform Standards of Professional Appraisal Practice, and is not more than a year old, must be provided a minimum of 60 days prior to the contemplated close of escrow.

   ii) For acquisitions where the cost of purchase is above the appraised value of a property, RPOSD will only reimburse grant funds up to the appraised value of the property being acquired.

iii) RPOSD will consider the appraisal valid for up to two years from the date of submission.

L. Final Disbursement

1. The Grantee must submit final project documents within 180 days after the date of completion of all tasks identified in the budget, timeline and project description for the grant.

2. RPOSD may withhold Final Payment pending evidence of placement of permanent signage.

3. Once the Grant is completed, the Grantee shall submit a final report to RPOSD detailing the accomplishment of and expenditures related to the Project (the "Final Report") including the final Grant Cost. The Grantee will provide a report that identifies all additional funding and all additional aspects of the project completed.

4. The Grant is "complete when all facilities, trails or other improvements included in the Project have been built and are ready for their intended use". Final payment may not be made until the Project conforms substantially with this Agreement and the Grants Administration Manual.

5. RPOSD shall pay the outstanding balance of the Grant (the "Final Payment"), subject to any reduction contemplated by any provision of this Agreement.

M. Long Term Obligations

1. With the written consent of RPOSD, the Grantee may transfer property acquired with funds granted under this Agreement to another public agency; to a nonprofit organization authorized to acquire real property for park, wildlife, recreation, community, open space, or gang prevention and intervention purposes; or to the California Department of Parks and Recreation, National Park Service, or the US Forest Service, provided that approval by the District is obtained prior to the change and any such successor to the recipient assumes the obligations imposed under the Measure and to accept assignment of this Agreement. Under these conditions, the Grantee shall not be required to reimburse RPOSD. Any such transfer must require the nonprofit or public entity acquiring the property to enter into a written Contract with the RPOSD and agreed to comply with the terms of Measure A and this Agreement. (*See* Grant Administration Manual for details.)

2. The Grantee agrees to provide for reasonable public access to lands acquired in fee with grant monies, including the provision of parking and public restrooms, except that access that interferes with resource protection.

3. *(Change of Use)* The Grantee agrees to use the property acquired or developed with grant monies under this Agreement only for the purpose for which it requested RPOSD grant funding and will not permit any other use of the area, except as allowed by prior specific act of the Board of RPOSD and consistent with the terms and conditions of Measure A and this Agreement.

4. All facilities shall be open equally to members of the public generally, except as noted under the special provisions of the Agreement.

5. The Grantee agrees that property and facilities acquired or developed with Measure A funds as per this Agreement shall be available for inspection upon RPOSD's request in perpetuity.

6. The Grantee agrees to maintain and operate in perpetuity the property acquired, developed, rehabilitated or restored with grant monies, subject to the provisions of Measure A.

7. The Grantee agrees to take all reasonable measures to actively oppose, at its sole expense, any proposal or attempt to act upon, exercise, or assert claims as to reserved rights to the grant funded property that are contrary to the purposes of the Measure, Grant Administration Manual and or this Agreement, including but not limited to oil, gas, and other hydrocarbon substances; minerals; water; and/or riparian resources. The above notwithstanding, the Grantee has no obligation hereunder to initiate litigation challenging any project or proposal based on a reserved right lawfully recorded against the grant funded property in real property records maintained by the Los Angeles County Recorder's Office.

8. The Grantee shall not discriminate against any person on the basis of race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of any property or facility acquired or developed pursuant to this Agreement.

N. Disposal

1. If the Grantee receives the prior permission of RPOSD, with the approval of its Board, to sell or otherwise disposes of property acquired or developed with grant monies provided under this Agreement, the Grantee shall reimburse RPOSD in an amount to the greater of:

   i) the amount of grant monies provided under this Contract;

   ii) the fair market value of the real property determined by an independent appraisal; or

iii) the proceeds from the portion of the property acquired, developed, improved, rehabilitated or restored with grant monies.

The Grantee must provide documentation to RPOSD detailing the benefits that the disposal of property will provide to the taxpayers of Los Angeles County.

2. If the property is sold or otherwise disposed of with the prior permission of the RPOSD, acting through the Board of Supervisors, is less than the value of the property originally acquired, developed, improved, rehabilitated or restored with the grant monies, then the Grantee shall reimburse the RPOSD an amount to the greater of:

   i) the amount of the proceeds; or

   ii) the fair market value of the real property determined by an independent appraisal.

O. Audit

1. In order for allowable costs to be substantiated, the Grantee agrees to use an accounting system that complies with generally accepted accounting principles.

2. Notwithstanding Government Code Section 907, in the event that the Grantee fails to repay RPOSD in full for the amount of excepted expenditures, RPOSD may offset an amount equal to the excepted expenditures from any monies that may be due to the Grantee under the terms and conditions of Measure A. Through the execution of this Agreement, the Grantee waives its rights under Government Code Section 907.

3. The Grantee agrees that during regular office hours, RPOSD or their duly authorized representatives shall have the right to audit, inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

4. Within thirty (30) days of notification that an audit has resulted in the exception of expenditures, the Grantee may dispute the audit findings in writing and will provide RPOSD with records and/or documentation to support the expenditure claims. RPOSD shall review this documentation and make a final determination as to the validity of the expenditures.

5. If the Grantee has received all grant monies prior to the audit, or if remaining grant monies are insufficient, and if said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure, or the Grant Administration Manual, the Grantee shall pay RPOSD an amount equal to these expenditures within sixty (60) days after receiving written notification of the expenditures disallowed and the reason for the disallowance.

6. The Grantee agrees to maintain satisfactory financial accounts, required documents and accurate records for the Project.

7. The Grantee must keep all original project records for a period of ten (10) years from the project completion or termination date. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the Measure or the Grant Administration Manual, RPOSD may, at its discretion, reduce the grant amount by an amount equal to these expenditures.

8. At RPOSD's discretion, an audit of the Grantee's Project expenditures before final payment is made may be performed. Nothing in this section precludes RPOSD from performing an audit of Project expenditures at a later date.

P. Failure to Comply

1. Failure by the Grantee to comply with the terms of this Agreement, or any other Contract established pursuant to Measure A, may be cause for loss of Good Standing, suspension or termination of all obligations of RPOSD hereunder.

2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of RPOSD hereunder if, in the judgment of the RPOSD, such failure was beyond the reasonable control of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.

Q. Severability

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project.

2. If any provision of this Agreement is held invalid, that portion shall not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

3. No provision of this Agreement is waived by the failure of RPOSD to enforce said provision.

R. Termination

1. Anything else in this Agreement or otherwise to the contrary notwithstanding, RPOSD may withdraw, in whole or in part, the Grant and/or terminate this Agreement, and/or seek a refund of payments already made if RPOSD determines in its discretion that:

i) facts have arisen, or situations have occurred that fundamentally alter the expectations of the parties or make the purposes for the Grant as contemplated infeasible or impractical;

ii) any material modifications in the scope or nature of the Project have occurred from that which was presented in the Grant Application and such material modifications have not received the prior written approval of RPOSD;

iii) any statement or representation made by the Grantee in the Grant Application, this Agreement, the Grant Status Update, back up documents, or otherwise is untrue, inaccurate or incomplete in any material respect;

iv) the results of RPOSD's review of the Grant Status Update are not acceptable to RPOSD;

v) the Project will not or cannot be completed by the Completion Date or any extensions granted thereto or delays in the implementation of the Project have occurred which, in RPOSD's judgment, make the Project impracticable;

vi) the Project will not or cannot be completed within the Budget or any approved modifications, or the total Project cost and/or the Grantee's matching funding are reduced;

vii) title to or encumbrances against the Property are or become such that the Grantee is unable to complete the Project, or the Project and/or the Property are or become unavailable for public use.

S. Breach

The Grantee agrees that compliance with the terms of this Agreement will have significant benefits to Los Angeles County and its constituents. Because such benefits exceed the amount of grant monies furnished under these provisions, the Grantee agrees that any breach would result in incalculable loss, and therefore, any payment by the Grantee to RPOSD of an amount equal to the amount of the grant would be inadequate compensation. In the event that the Grantee breaches any of the terms, covenants, representations, or conditions of this Agreement, RPOSD may elect to enforce any and all remedies available at law or in equity, including without limitation, any of the following:

1. Prior to payment of Grant:

   a. Withdraw the Grant and terminate this Agreement; and,

   b. Deny the Grantee eligibility for participation in future grant program opportunities.

2. After payment (partial or full) of Grant:

a. Deny the Grantee eligibility for participation in future grant program opportunities;

b. Seek specific performance of the Grantee's obligations under this Agreement;

c. Receive reimbursement in full of disbursement made under this Agreement.

If RPOSD brings an action to enforce the terms of this Agreement, the Grantee shall be responsible to pay RPOSD's attorney's fees and costs, including expert witness costs, if RPOSD prevails in said action.

The foregoing remedies are cumulative and may be exercised independently or in combination and are not exclusive to one another or to any other remedies available at law or in equity. In the event RPOSD must pursue any remedy hereunder and is the substantially prevailing party, RPOSD shall be awarded its costs and reasonable legal fees, including costs of collection.

T. Counterparts

This Agreement may be executed in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

U. Electronic Signature

The Electronic Signatures in Global and National Commerce (ESIGN) Act is a federal law passed in 2000. The Grantee and RPOSD agree that this Grant Agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If Grantee elects to opt-out of signing the grant agreement electronically, the Grantee must inform RPOSD prior to grant agreement execution.

IN WITNESS WHEREOF, the Grantee and RPOSD have caused this Agreement to be executed by their duly authorized representatives as of the latter day, month and year written below.

GRANTEE:

By: _____
Signature of Authorized Representative

Name: _____
Print Name

Title: _____

Date: _____

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT:

By: _____
Director / Administrator

Date: _____

Grant No.: 10203

LOS ANGELES COUNTY
REGIONAL PARK AND
OPEN SPACE DISTRICT

BOARD OF DIRECTORS
Hilda L. Solis
Holly J. Mitchell
Lindsey P. Horvath
Janice Hahn
Kathryn Barger

Director
NORMA E. GARCÍA-GONZÁLEZ

District Administrator
CHRISTINA ANGELES, ESQ.

Assistant District Administrator
MARK GLASSOCK

January 24, 2025

Michael Whittiker
Director of Community Services/Recreation/Park Maintenance Department
City of Carson
701 E. Carson Street
Carson CA 90745

Dear Mr. Whittiker,

MEASURE A ACQUISITION GRANT AWARD – EXPANSION OF FRIENDSHIP MINI PARK

On behalf of the Los Angeles County Regional Park and Open Space District (RPOSD), congratulations on receiving a Measure A Acquisition Grant. This highly competitive funding represents a significant investment in the future of your community. RPOSD is excited to partner with you on this transformative project. As a reminder, please keep the award confidential until RPOSD makes a public announcement in February.

As you proceed with your project, we want to highlight key requirements and obligations included in your grant agreement:

1. **Deed Restriction:** At close of escrow, a deed restriction must be recorded on the acquired property's title, ensuring its compliance with the provisions of Measure A and the terms of the grant agreement, in perpetuity.
2. **Public Access Requirements:** The project must be open to the public and serve a park, recreational, and/or open space use. Further, the project must be open and accessible without discrimination as to race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence. Events or access to the project, for only certain individuals, are not permissible. Fees must not differentiate between members of the public, and policies such as early registration for only certain groups are not permitted.
3. **Time is of the Essence:** Funding for this project was awarded on a competitive basis. We expect all grantees to move forward with acquiring properties as set forth in their grant applications.

Your work serves a vital role in advancing park equity and delivering green spaces to communities that need them most. RPOSD is here to support you as you implement your project. Please do not hesitate to reach out with any questions or for further clarification on the grant requirements.

Once again, congratulations on your award! We look forward to seeing the incredible impact of your efforts.

Sincerely,

Mark Glassock
Assistant District Administrator

Measure A Competitive Grant Program

2024 Acquisition Only

Post Award Deadlines & Requirements

1 Awardees will have up to 90 days from the grant award notification to execute a grant agreement with RPOSD.

2 Awardees will have up to two years from the date of grant agreement execution to close escrow on their acquisition.

3 Awardees must record a Deed Restriction concurrent with the close of escrow unless otherwise approved by RPOSD in writing.

4 Awardees will have up to 90 days after the close of escrow to complete property conveyance documentation, obtain Title Insurance Policy, and submit grant closing documentation.

5 RPOSD will not reimburse for expenses incurred before the grant agreement execution date.

APPRAISAL REQUIREMENTS

1 A comprehensive narrative appraisal report that meets the Uniform Standards of Professional Appraisal Practice, and is not more than a year old, must be provided a minimum of 60 days prior to the contemplated close of escrow.

2 RPOSD will consider the appraisal valid for up to two years from the date of submission

ESCROW INSTRUCTIONS – RPOSD LANGUAGE TO ADD

INTEREST BEARING ACCOUNT: In the event escrow is not expected to close within one calendar week from the receipt of funds from Los Angeles County Regional Park and Open Space District ("RPOSD"), Escrow Holder is hereby authorized to deposit the funds from RPOSD into an interest-bearing account upon receipt of RPOSD's executed interest bearing account instructions and Form W-9. The undersigned parties understand and acknowledge that funds cannot be invested unless and until interest bearing account instructions and Form W-9 are received

RPOSD PAYING FUNDS INTO ESCROW – LA COUNTY VENDOR SETUP

RPOSD needs the name and address of the escrow company to make sure they are setup as a vendor of LA County. Escrow companies needing to be setup as a vendor will cause delays in RPOSD paying into escrow to those companies.

FUNDING ACKNOWLEDGEMENT

Projects must acknowledge RPOSD's funding assistance with a sign installed at a prominent location on the project site, consistent with Section 4 Funding Acknowledgment of the Measure A GAM. The cost of permanent signage is reimbursable through the grant. Signage examples and the RPOSD logos are available for the grantee to reference and use in signage development. For further details on the funding acknowledgment requirements, please refer to page 65 of the Measure A GAM.

Measure A Annual Allocations

Acquisition Checklist

IMPLEMENTATION

- [ ] Status Reports

ACQUISITION DOCUMENTATION

- **Required <u>at least</u> 30 days prior to requested deposit date.**
- **Escrow company must have an LA County vendor ID.**

- [ ] Appraisal Report
- [ ] Purchase Agreement
- [ ] Escrow Instructions
- [ ] Preliminary Title Report
- [ ] Disclosure Form
- [ ] Estimated Buyers Statement
- [ ] Escrow Memo
- [ ] Deed Restriction

- **Must be uploaded within 90 days of close of escrow.**

- [ ] Grant Deed
- [ ] Closing Escrow Statement
- [ ] Policy of Title Insurance

CLOSEOUT REQUIREMENTS

- [ ] Final Report
- [ ] Project Photos
- [ ] Completed Funding Acknowledgment (Signage Installation)
- [ ] Update LA Parks Portal
- [ ] Final Claim Submitted with Supporting Documents

Eminent Domain projects only

- [ ] Eminent Domain Documents
- [ ] Final Relocation Report

RPOSD may request and require additional information if necessary.

SUBMIT GMS Form | RPOSD Template | Action Required | Required document upload in GMS by grantee

RESOLUTION NO. 25-044

A RESOLUTION OF THE 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 budget on June 18, 2024, via Resolution No. 24-056; and

WHEREAS, the City Council has determined it necessary to amend the FY 2024-25 General Fund budget and Special Revenue Funds budget to accept funds that will expand Friendship Mini Park; and

WHEREAS, the City was awarded a Measure A Acquisition Grant in the amount of $1,430,000 by the Los Angeles County Regional Park and Open Space District towards purchasing land adjacent to Friendship Mini Park to expand the facility.

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)
222-80-820-904-8002/ PW1803	Friendship Mini Park Acquisition & Expansion	$1,430,000

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 April 1, 2025, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 1st day of April 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. 25-044 adopted by the City of Carson City Council at its meeting held on April 1, 2025, by the following vote:

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

_____

Dr. Khaleah K. Bradshaw, City Clerk

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Operations

Subject: CONSIDER APPROVING AMENDMENT NO. 1 TO THE CONTRACT SERVICES AGREEMENT WITH SWAYZER CORPORATION (CONTRACT NO. 24-132) FOR MOWING AND LANDSCAPE MAINTENANCE SERVICES (CITY COUNCIL)

I. SUMMARY

On May 7, 2024, the City awarded a one-year contract (Contract No. 24-132) with Swayzer Corporation to provide augmented mowing and landscape maintenance services at the city's parks and facilities in the amount of $411,352.68 (Exhibit No. 1). The contract provided for two (2) one-year extensions upon approval by the City Council. Staff recommends that the City Council exercise one (1) of the two (2) one-year extensions by approving the proposed Amendment No. 1 (Exhibit No. 2). This action ensures that this service that has greatly enhanced the aesthetics and safety at the parks, City Hall, and the Carson Event Center continues uninterrupted. The not-to-exceed cost of $411,352.68 in Amendment #1 for the term May 28, 2025, through June 30, 2026, will increase the total not-to-exceed Contract Sum to $822,705.36.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 1 to the agreement with Swayzer Corporation for augmented landscape services for the term May 28, 2025, through June 30, 2026, at a not-to-exceed cost of $411,352.68, thereby increasing the total not-to-exceed Contract Sum to $822,705.36 (Exhibit No. 2; "Amendment").
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 consistent with the requirements of the law.

IV. BACKGROUND

On May 7, 2024, the City awarded a one-year contract (Contract No. 24-132) in the amount $411,352.68 with Swayzer Corporation to provide augmented mowing and landscape maintenance services at the City's parks and facilities in order to ensure consistent maintenance at these locations. The term of the agreement was for one-year, with two (2) one-year options to extend (Exhibit No. 1). Since this action, the maintenance of the landscaping at City Hall, the Carson Event Center, and the parks has seen measurable improvements. The mowing, edging, weed trimming, and blowing of grass clippings have been performed consistently, resulting in a healthier and more aesthetically pleasing turf across all park sites. Moreover, the detailed work - hand pruning, weeding to ground cover, and herbicide applications - conducted at City Hall and the Carson Event Center has enhanced their overall appearance. The uniformity in maintenance has played a key role in boosting turf/plant growth and sustainability, leading to improved conditions for residents, park visitors, and sports field users.

Moreover, with the assistance of the contracted mowing services, park staff have been able to implement a comprehensive Turf Maintenance Program which includes, but is not limited to, the following:

- Aeration, fertilization, and over-seeding three times per year, ensuring healthier and more resilient turf.
- Weekly Park and Irrigation inspections to ensure safety and reduce liabilities.
- Major renovations at three parks, which involved temporary sports field closures for essential treatments such as de-thatching, aeration, over-seeding, and topdressing.

These efforts have revitalized the parks, improving resident's play-ability of the fields and overall turf health.

While significant progress has been made over the past year, there are still deferred maintenance challenges that require attention, particularly in the areas of irrigation infrastructure and baseball field conditions. Therefore, staff is recommending that the City Council exercise one (1) of the two (2) one-year extensions through the proposed Amendment No. 1 (Exhibit No. 2) to respond to these concerns at a not-to-exceed sum of $411,352.68, thereby increasing the total not-to-exceed contract sum to $822,705.36. The continued support from contracted mowing services will allow staff to redirect their focus toward addressing other critical maintenance needs. By maintaining this partnership, the City can ensure the following:

- Irrigation systems are assessed and repaired to enhance water efficiency and coverage.
- Baseball fields receive the necessary attention to improve playing conditions and safety.
- Additional long-term turf improvements can be scheduled without compromising routine park maintenance.

It should be noted that as part of the City’s Capital Improvement Projects (CIP), Carriage Crest Park and Foisia Park will be temporarily closed for renovations until approximately the summer of 2026. The proposed Amendment provides that in lieu of the mowing and other services allocated at these sites under the existing Agreement, Swayzer will expand maintenance efforts to include the fountain planters and the planters leading into City Hall through a structured four-month rotation of seasonal plant changes. The replacement services would be performed until Swayzer is given notice by the Contract Officer to again provide services to Carriage Crest Park and Foisia Park upon their reopening, and if the Agreement is still in effect at that time.

The approval of the Amendment is essential to sustaining the progress made in the maintenance at these sites, while allowing staff to prioritize high-impact projects that improve infrastructure and recreational spaces. Given the demonstrated success of this arrangement, staff strongly recommends that the City Council approve Amendment No. 1 to ensure that the City’s parks and public spaces remain well-maintained and continue to serve the community effectively.

A successful meet and confer between AFSCME 809 and the Community Services Department was held on March 4, 2025.

V. FISCAL IMPACT

Should the City Council approve staff's recommendation, additional funds are not being requested. Funds are already included in the adopted FY 2024 - 2025 budget in Account No. 101-90-970-107-6004 for services rendered

in the month of June, and Account No. 101-90-970-101-6004 for all of Fiscal Year 2025 - 26.

VI. EXHIBITS

1. Contract Services Agreement with Swayzer Corporation (existing)
2. (Proposed) Amendment No. 1

Attachments

Contract with Swayzer.pdf
(Swayzer) Amendment No 1 - 2025(1054347.4).pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

SWAYZER CORPORATION

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
SWAYZER CORPORATION

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 28th day of May, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and SWAYZER CORPORATION, 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. City shall also have the right to increase the Contract Sum and authorize unanticipated increased services within the Scope of Services performed by Consultant. For all purposes under this Section 1.8, any increase in compensation of up to the amount of contingency approved by the City Council at the time the Agreement was awarded to Consultant, 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 interest of the City, may be approved by the City's Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

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

1.10 Compliance with Labor and Wage Laws.

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

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

work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

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

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

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

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

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

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

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours.

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eleven Thousand Three Hundred Fifty Two Dollars and Sixty Eight Cents **($411,352.68)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of Four Hundred Eleven Thousand Three Hundred Fifty Two Dollars and Sixty Eight Cents **($411,352.68)** for each Extension Term.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Ezekiel W. Swayzer	Project Manager
(Name)	(Title)

Elijah Swayzer III	Operations Manager
(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 Modesto Bolanos, Park Maintenance Superintendent, or as otherwise directed 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) 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.

(e) 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. 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. 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, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

SWAYZER CORPORATION, a California corporation

By: _____
Name: Samuel Swayzer
Title: President

By: _____
Name: Ezekiel Swayzer
Title: Chief Financial Officer

Address: 1665 E. Del Amo Blvd.
Carson, CA 90746

SEE LOOSE CERTIFICATE ATTACHED

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 05/01, 2024 before me, David Vazquez, Notary Public, personally appeared Samuel Swayzer, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: David Vazquez

DAVID VAZQUEZ
Notary Public - California
Los Angeles County
Commission # 2455345
My Comm. Expires Jul 27, 2027

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

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 05/01, 2024 before me David Vazquez, Notary Public, personally appeared Ezekiel Swayzer, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: David Vazquez

DAVID VAZQUEZ
Notary Public - California
Los Angeles County
Commission # 2455345
My Comm. Expires Jul 27, 2027

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SIGNER IS REPRESENTING:
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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 mowing and landscape maintenance Services:

1. GENERAL

The Work to be done under this Contract shall include furnishing all labor, materials, fuel, and equipment necessary for the provision of the turf and park maintenance services as set forth in the contract, including the attachments hereto, for various City parks, facilities, City Hall and the Community Center.

1.1 Contractor shall have the duty to mow and edge all turf areas located at City parks and facilities listed in Exhibit A and blow and or sweep any visible grass clippings on sidewalks and hardscape as part of normal maintenance as specified in the contract. Maintenance frequencies shall be those specified in this contract. A general table of the minimum maintenance frequencies is shown in Exhibit B.

1.2 Contractor shall not work or perform any operation, particularly during periods of inclement weather, which may destroy or damage vegetation, ground cover, or turf areas. The Community Services Director, or designees, shall have the authority to suspend the work, wholly or in part, for such period as he/she may deem necessary, due to unsuitable weather or other conditions considered unfavorable for the suitable prosecution of the work.

1.3 Contractor shall be required to assign a designated English-speaking foreman as Project Manager. This individual will be the contact person for this project and must be available to respond to inquiries, walkthroughs, and inspections of the service contract as required. The project Manager shall be on site for a minimum of fifteen (15) hours per week. At least one member of any maintenance crew at each maintenance area shall be able to read and speak English fluently. All Contractor's personnel shall wear and maintain presentable uniforms complete with a nametag.

1.4 The designated foreman shall perform a maintenance inspection weekly of all areas within the maintenance areas.

1.7 Contractor shall schedule his operations so as not to interfere with the public's use of the maintenance areas. The contractor shall conduct its operations to provide the maximum safety for the public and to offer the least possible obstruction and inconvenience to the public, or disruption to the peace and quiet of the area around which the services are performed.

2. AREA TO BE MAINTAINED

2.1 Contractor shall maintain turf and landscape areas in Exhibit A and incorporated herein by this reference.

2.2 Contractor hereby acknowledges that before submitting his bid for this Contract, Contractor has visited all existing areas to be maintained, verified the approximate size of the turf areas, noted for each location the proposed work, and informed themselves fully as to all conditions that might affect the work specified. The contractor shall not be relieved of liability under this Agreement, nor the City be held liable,

with a replacement tree at Contractor's expense. Tree replacement size and replacement species shall be determined by the City Representative. After tree wells are trimmed, they shall be cleared of any debris by blowing or sweeping.

4. **TRASH AND LITTER CONTROL**

4.1 Contractor shall patrol all Parks daily, seven (7) days per week, removing but not limited to all litter, debris, paper, rocks, glass, animal feces and any undesirable materials from the site. Contractor shall replace bag liners in trash receptacles and maintain picnic areas clean. Contractor shall patrol all parking lots and pedestrian ways at least once daily to maintain the area free of trash and undesirable materials.

4.2 Contractor shall provide plastic bag liners for all trashcans in the parks and facilities. Bag liners shall be changed daily or on an as needed basis. The City provides these trashcans. The Contractor may use City dumpsters located at the facility.

4.3 Litter pickup shall be completed as early in the day as possible, but in no event later than 10:00 a.m.

4.4 City shall supply trash receptacles to replace damaged trash receptacles. Contractor shall transport them from the City yard and place them per the direction of the City Representative.

4.5 Contractor shall patrol the park as frequently as necessary to maintain clean facilities during holidays, and on high-use days. Holidays that traditionally require at least two (2) daily patrols are: Easter week, Memorial Day, Independence Day, Labor Day and Christmas week. Peak weekends requiring two (2) patrols daily shall be all weekends during the months of July through October. The second patrol for holidays or peak weekends shall be no earlier than 1:00 p.m. and be scheduled per direction of the City Representative.

5. **PESTICIDE**

5.1 Pesticides shall be approved by the City Representative prior to use. A written recommendation of proposed pesticides, including commercial name, concentrations, allocation rates, usage and reentry time shall be prepared by a licensed California Pest Control Advisor and site specific schedule submitted a minimum of fourteen (14) days prior to intended use. No work shall begin until written approval of use is obtained and a notice of intent has been filed with the Los Angeles County Agricultural Commissioner's office, as required. Copies of Material Safety Data Sheets and specimen labels shall be given the City prior to pesticide use on City property.

5.2 Chemicals shall only be applied by those persons possessing a valid California Qualified Applicator license/certificate. Application shall be in strict accordance with all governing regulations. Records of all operations shall be kept per California Department of Pesticide Regulations.

5.3 Records of all pesticides used by the Contractor on City property will be submitted by the fifth working day of the month to the City's Representative. The contractor is responsible to maintain site and date specific records of all pesticide and fertilizer application. The records shall be retained in accordance with Department of Pesticide Regulations.

5.4 Pesticides shall be applied in a manner to avoid contamination of non-target areas. Precautionary

6.6 Contractor shall maintain mulch at a depth of two (2) inches in all areas. Use of any mulch product shall be dependent upon submission of a sample for approval by the City Representative. The supplier must be able to demonstrate the suitability of the product for use in public rights-of-way by certifying that the material does not contain sewage sludge, animal wastes or heavy metal contaminants, in writing. The Contractor is responsible for all mulch for this contract which includes labor for application.

6.7 Where ground cover grows under trees, the Contractor shall use a combination of techniques (raking and blowing) to remove the foliage from the ground cover.

6.8 Groundcover and plants shall not be allowed to encroach into lawns, shrub beds, street curb, or other areas deemed as undesirable by City representative.

6.9 Contractor shall be responsible at its cost for the replacement of plant material, with the same size and species due contractor's use of improper maintenance techniques. Replacement shall be pre-approved by City representative.

7. DISPOSAL

7.1 Contractor shall dispose of all trash and debris. Contractor shall dispose of landscape debris according to state, county or governing body law. Contractor shall pay all disposal fees and submit a copy of receipt as part of the landscape monthly reports. At no time is the Contractor permitted to use City dumpsters.

8. GENERAL CONDITIONS

8.1 Contractor's Liability – All damages that, in the City's opinion, are due to the Contractor's operation, shall be repaired at the Contractor's expense and be completed in accordance with the following maintenance practices:

(a) Trees – Minor damage such as bark lost from the impact of mowing equipment or string trimmer shall be remedied by an arborist. If damage results in the loss of a tree, the damaged tree shall be removed and replaced according to the specific instructions of the City.

8.2 Contractor is required to maintain an office and provide telephone services so that all calls from the City have no toll charge. If a telephone answering service is utilized, the answering service shall be capable of contacting the Contractor by radio or pager.

8.3 Safety – The contractor agrees to perform all work outlined in these specifications in such a manner as to meet all accepted standards for safe practices during maintenance operations and to safely maintain and operate all equipment, machines, and materials consequential or related to the work; and is solely responsible for complying at all times with all local, County, State, Federal, or other legal requirements, so as to protect all persons, including Contractor's employees, agents of the City, vendors, members of the public and others from foreseeable injury to themselves or damage to their property. The contractor shall inspect all hazards and potential hazards in Maintained Areas and keep a log indicating the date inspected and action taken.

8.4 It shall be the Contractor's responsibility to inspect and identify any practices and conditions that render any portion of the Maintained Areas unsafe. The City shall be notified immediately of any unsafe condition that requires major correction. The contractor shall notify the City of Carson of minor corrections including, but not limited to, filling holes in turf areas, replacing valve box covers, and repairing irrigation systems so as to protect members of the public or others from injury. The contractor shall cooperate fully with City in the investigation of any accidental injury or death occurring in any of the Maintained Areas, including a complete written report thereof to the City within five (5) days of the injury or death.

8.5 Hours and Days of Maintenance Service – Hours of maintenance services shall be between 7:00 a.m. and 3:00 p.m. on those days maintenance is to be provided pursuant to the work schedule approved in advance by the City.

8.6 Maintenance Schedules – Within ten (10) days after the effective date of the Contract, the Contractor will be required to submit a work schedule to the City for approval. When actual performance differs substantially from previously scheduled work, the Contractor shall submit for approval, revised schedules within five (5) working days.

8.7 Contractor's Staff – The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein. At no time will the Contractor allow its crew to be diminished in size or labor hours to not effectively complete the assigned maintenance tasks. A qualified, English-speaking foreman in the employ of the Contractor shall supervise all of the Contractor's maintenance personnel. At least one (1) member of each crew working at each site shall be fluent in English.

8.8 If any person employed by the Contractor shall fail or refuse to carry out the directions of the City's the Community Services Director, or designees, or is in the opinion of the Community Services Director, or designees, incompetent, intemperate, or disorderly; or uses threatening or abusive language to any person on the work site; or is otherwise unsatisfactory, he shall be discharged from the project immediately, and shall not again be employed on the work except with the written consent of the Community Services Director, or designees. The contractor shall transfer or discharge any such person within a reasonable time following notice thereof from the Community Services Director, or designees, and such person shall not be employed at any other area maintained by the Contractor for the City except with the written consent of the Community Services Director, or designees.

8.9 Contractor shall require employees to wear appropriate clothing while working in the City. This shall include proper work shoes and other clothing and gear required by Federal and/or State Safety Regulations.

8.10 Contractor shall display a sign indicating Contractor's name and license number on both sides of all maintenance vehicles, upon City approval.

8.11 Storage Facilities – City shall not provide any storage facilities for the Contractor.

9. **REPLACEMENT OF PLANT MATERIAL**

9.1 The contractor shall notify the City representative within four (4) days of the loss of plant material due to any cause.

9.2 The contractor shall supply all labor and materials to replace any tree, shrub, turf, or groundcover damaged or lost through the contractor's faulty maintenance or negligence.

9.3 The size and species of replacement plant material shall be determined by the City representative.

9.4 Where there is a difference in value between the tree lost and the replacement tree and where the value of the lost tree is higher, the difference will be deducted from the contract payment. The value will be determined using the latest I.S.A. guidelines.

9.5 Any plant damaged or lost through theft, vehicular damage, act of God, or other mysterious sources not the responsibility of the contractor, shall be replaced by the City.

10. TRAFFIC CONTROL SETUP

10.1 The purpose of traffic control devices, as well as principles for their use, is to promote highway safety and efficiency by providing for the orderly movement of all road users on streets, highways, bikeways & sidewalks.

10.2 Traffic control devices or their supports shall not bear any advertising message or any other message that is not related to traffic control.

10.3 The contractor shall follow California Manual on Uniform Traffic Control Devices (CA-MUTCD) 2014 or latest Edition in order to perform required maintenance. Contractor shall ensure all Temporary Traffic Control (TTC) devices follow CA-MUTCD 2014 or latest edition.

10.4 The contractor shall follow all City of Carson Municipal Code ordinances and regulations regarding traffic control measures, such as: proper use of traffic cones, lane closures, modified lane closures, directional signage, directional signals, and speed control limits.

11. ADDITIONAL NOTES

1. For City Hall and the Community Center, all newly landscaped areas as identified by City Representatives, will be maintained by completing the maintenance items listed below according to a schedule deemed reasonably necessary by the contractor. Shrub, groundcover control
2. Mulching
3. Pesticide applications for weed control
4. Blowing
5. Trash, litter and debris pick up
6. Plant material replacement

For City parks and facilities, contractor will conduct maintenance services by completing the maintenance items listed below. The frequency of mowing, edging, and blowing will be in accordance with Exhibit B.

However, City reserves the option of requiring additional mowing, string trimming (weed whacking) and edging services, as well as trash and litter and services for pesticide applications for weed control, on an on call basis. For example, there may be a special event that may necessitate these additional services above and beyond what's specifically required.

1. Mowing
2. String Trimming (weed whacking)
3. Edging
4. Trash and Litter
5. Pesticide applications for weed control

EXHIBIT A – LOCATIONS

Name	Address	Estimated Turf Acres (To be accessed by contractor)	Map Link
Anderson Park	19101 S. Wilmington Ave	4.3	Anderson Park
Calas Park	1000 E. 220th St	6	Calas Park
Carriage Crest Park	23800 S. Figueroa St	3	Carriage Crest Park
Carson Community Center	801 E. Carson St	1	Carson Community Center
Carson Park	21411 Orrick Ave	4	Carson Park
City Hall	701 East Carson St	2	City Hall
Del Amo Park	703 E. Del Amo Blvd	4.5	Del Amo Park
Dolphin Park	21205 Water St	6	Dolphin Park
Dominguez Park	21330 Santa Fe Ave	5.1	Dominguez Park
Foisia Park	23410 Catskill Ave	6	Foisia Park
Friendship Park	21930 Water St	1	Friendship Park
Hemingway Park	700 E. Gardena Blvd	11.9	Hemingway Park
Mills Park	1340 E. Dimondale Dr	3.67	Mills Park
Perry Street Mini Park	215th Perry St	1	Perry Street Mini Park
Reflections Mini Park	21208 Shearer St	.02	Reflections Mini Park
Stevenson Park	17400 Lysander Dr	9.3	Stevenson Park
Veterans Park	22400 Moneta Ave	7.5	Veterans Park
Walnut Mini Park	440 E. Walnut St	0.2	Walnut Mini Park

EXHIBIT B

MOWING SCHEDULE			
LOCATIONS	Mowing	Edging & String Trimming	Blowing
MONDAY	FREQUENCY		
	Once a week	Once a week	Once a week
City Hall	x	X	X
Community Center	x	X	x
Foisia Park	x	X	x
Veterans Park	x	X	X
Carriage Crest	x	X	X
TUESDAY			
Anderson Park	x	X	X
Mills Park	x	X	X
Calas Park	x	X	x
Dolphin Park	x	X	X
WEDNESDAY			
Dominguez Park	x	X	x
Carson Park	x	x	x
Friendship Park	x	X	x
Perry Street Park	x	X	x
Del Amo Park	x	X	X
THURSDAY			
Hemingway Park	x	X	x
Reflections Mini Park	x	x	x
Stevenson Park	x	X	X
Walnut Park	x	X	X

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

A. Landscape monthly reports.

B. Accidental injury or death reports.

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. Ezekiel W. Swayzer, Project Manager

B. Elijah Swayzer III, Operations Manager

C. Luellen E. Swayzer, Director of Horticulture

D. Daniel Vengoechea, Safety Manager

E. Manuel Santillan, Landscape Supervisor

F. Gabriel Ramos, Irrigation Systems Specialist

G. Julio Monchaca Orozco, Landscape Supervisor

H. Glenn Washington, Landscape Supervisor

I. Beachamp Lokeni, Lead Groundskeeper

J. Willie Habbery, Lead Groundskeeper

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 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 one (1) year~~s~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***

EXHIBIT "C"
SCHEDULE OF COMPENSATION

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

Cost Table

No.	Location	Monthly	Annually
1.	City Hall	$ 896.31	$10,755.72
2.	Community Center	$ 448.16	$ 5,377.92
3.	Foisia Park	$ 2,688.93	$32,267.16
4.	Veterans Park	$ 3,361.16	$40,333.92
5.	Carriage Crest	$ 1,344.47	$16,133.64
6.	Anderson Park	$ 1,927.07	$23,124.84
7.	Mills Park	$ 1,644.73	$19,736.76
8.	Calas Park	$ 2,688.93	$32,267.16
9.	Dolphin Park	$ 2,688.93	$32,267.16
10.	Dominguez Park	$ 2,285.59	$27,427.08
11.	Friendship Park	$ 448.16	$ 5,377.92
12.	Perry Street Park	$ 448.16	$ 5,377.92
13.	Del Amo Park	$ 2,016.70	$24,200.40
14.	Hemingway Park	$ 5,333.04	$63,996.48
15.	Reflections Mini Park	$ 8.96	$ 107.52
16.	Stevenson Park	$ 4,167.84	$50,014.08
17.	Walnut Park	$ 89.63	$ 1,075.56
18.	Carson Park	$ 1,792.62	$21,511.44
	Total cost:	**$34,279.39**	**$411,352.68**

The total not to exceed amount during any Extension Term will be $411,352.68 per annum.

Below is a cost matrix for the Services broken down by tasks.

IFB PROPOSAL FORM					
ITEM	ESTIMATED QTY.	UOM	Description	UNIT PRICE	LINE TOTAL
1.	100	Acres	Mowing	$ 103.50	$ 10,350.00
2.	10	Acres	String trimming	$ 85.00	$ 850.00
3.	15	Acres	Edging	$ 75.00	$ 1,125.00
4.	20	Acres	Blowing	$ 95.00	$ 1,900.00
5.	5	Gallon	Shrub	$ 45.00	$ 225.00
6.	5	Gallon	Succulents	$ 19.00	$ 95.00
7.	5	Each	Remove and Replace trash liner	$ 5.25	$ 26.25
8.	5	Each	Remove and Replace Trash Receptacle	$ 350.00	$ 1,750.00
9.	1000	Sq Ft	Mulch / wood chips	$ 2.25	$ 2,250.00
9.	50	Hourly	Spray Technician	$ 65.00	$ 3,250.00
10.	50	Hourly	Laborer	$ 35.00	$ 1,750.00
11.	50	Hourly	Working on Holidays	$ 75.00	$ 3,750.00
12.	50	Hourly	Laborer on Weekends	$ 52.50	$ 2,625.00
			Subtotal:	$ 1,007.50	$ 29,946.25

VI. 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.

VII. 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.

VIII. The total compensation for the Services shall not exceed $411,352.68 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the schedule set out in Exhibit "A" Section I.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Landscape monthly reports.

B. Accidental injury or death reports.

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

Modesto Bolanos

From: Robert Lee <rlee@awattorneys.com>
Sent: Thursday, May 23, 2024 9:10 AM
To: Modesto Bolanos; Alexa Braddock
Cc: Khaleah K. Bradshaw; Melissa Figueroa; Tim Grierson; Luchie Magante
Subject: RE: Need C.A Review and approval to form: Swayzer Corporation

Hi Alexa,

This is good to sign.

Thanks,

Robert

From: Modesto Bolanos <mbolanos@carsonca.gov>
Sent: Thursday, May 23, 2024 7:18 AM
To: Alexa Braddock <abraddock@awattorneys.com>
Cc: Robert Lee <rlee@awattorneys.com>; Khaleah K. Bradshaw <kbradshaw@carsonca.gov>; Melissa Figueroa <MFigueroa@carsonca.gov>; Tim Grierson <Tgrierson@carsonca.gov>; Luchie Magante <LMagante@carsonca.gov>
Subject: Need C.A Review and approval to form: Swayzer Corporation

*** EXTERNAL SENDER ***

Hi Alexa,

Please see attached contract for Swayzer Corporation . I'm requesting City Attorney review and approval to form.

I worked with Robert Lee on this contract.

Also attached is the COI that has been approved by Risk Management.

Thanks,

Disclaimer

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Wright, Finnegan & Carter Insurance Associates 23001 La Palma Ave, Ste 100 Yorba Linda, CA 92887 License #: 0k93616
CONTACT NAME:	Dana Laessig
PHONE (A/C, No, Ext):	(714)283-1999
FAX (A/C, No):	(714)283-1997
E-MAIL ADDRESS:	DLaessig@wfcinsurance.com
INSURED	Swayzer's Inc DBA Swayzer Corporation, DBA: Swayzer's Landscapes PO Box 4365 Carson, CA 90749

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Ohio Casualty Insurance Company	24074
INSURER B :	West American Insurance Co. 44393	44393
INSURER C :	American Fire and Casualty Co	24066
INSURER D :	Ohio Security Insurance Co 24082	24082
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER: 00001634-1591304** **REVISION NUMBER: 40**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY	Y		BLO56694138	08/08/2023	08/08/2024	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
	X New Residential						MED EXP (Any one person)	$	15,000
	X Exclusion						PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
B	AUTOMOBILE LIABILITY	Y		BAW56694138	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
							Comp/Coll	$	500
C	X UMBRELLA LIAB X OCCUR			USA56694138	08/08/2023	08/08/2024	EACH OCCURRENCE	$	4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	4,000,000
	DED X RETENTION $ 10,000							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
D	Bus Pers Prop			BKS56694138	12/01/2023	12/01/2024	Limit		21,939
D	Equip Rent From			BKS56694138	12/01/2023	12/01/2024	Limit		25,000

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

CITY OF CARSON, ITS ELECTED AND APPOINTED OFFICERS, EMPLOYEES AND AGENTS ARE ADDITIONAL INSURED AND PRIMARY WORDING APPLIES PER THE BLANKET ADDISTIONAL INSURED ENDORSEMENT ATTACHED TO THE POLICY - AS REQUIRED BY WRITTEN CONTRACT. ADDITIONAL INSURED APPLIES TO AUTO LIABILITY. 30 DAY WRITTEN NOTICE OF CANCELLATION WILL BE GIVIEN TO THE CERTIFICATE HOLDER IN THE EVENT OF POLICY CANCELLATION.

CERTIFICATE HOLDER

CITY OF CARSON
701 E. CARSON STREET
P.O. BOX 6234
CARSON, CA 90749

INSURANCE APPROVED
RG
5/21/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John Carter

(DLL)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

If the policy to which this endorsement is attached also contains a Business Auto Coverage Enhancement Endorsement with a specific state named in the title, this endorsement does not apply to vehicles garaged in that specified state.

COVERAGE INDEX

SUBJECT	PROVISION NUMBER
ACCIDENTAL AIRBAG DEPLOYMENT	12
ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT	3
AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS	20
AMENDED FELLOW EMPLOYEE EXCLUSION	5
AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE	14
BODILY INJURY REDEFINED	24
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EXTRA EXPENSE – BROADENED COVERAGE	10
GLASS REPAIR – WAIVER OF DEDUCTIBLE	16
HIRED AUTO COVERAGE TERRITORY	22
HIRED AUTO PHYSICAL DAMAGE (Including Employee Hired Auto)	6
LOAN / LEASE GAP (Coverage Not Available In New York)	15
NEWLY FORMED OR ACQUIRED SUBSIDIARIES	1
PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)	17
PERSONAL EFFECTS COVERAGE	11
PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE PHYSICAL	8
DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM	13
PRIMARY AND NON–CONTRIBUTORY – WRITTEN CONTRACT OR WRITTEN AGREEMENT	23
RENTAL REIMBURSEMENT	9
SUPPLEMENTARY PAYMENTS	4
TOWING AND LABOR	7
TWO OR MORE DEDUCTIBLES	18
UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS	19
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US	21

SECTION II – LIABILITY COVERAGE is amended as follows:

1. **NEWLY FORMED OR ACQUIRED SUBSIDIARIES**

   SECTION II – LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

   d. Any legally incorporated subsidiary of which you own more than 50 percent interest during the policy period. Coverage is afforded only for 90 days from the date of acquisition or formation. However, "insured" does not include any organization that:

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(1) Is a partnership or joint venture; or

(2) Is an "insured" under any other automobile policy except a policy written specifically to apply in excess of this policy; or

(3) Has exhausted its Limit of Insurance or had its policy terminated under any other automobile policy.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II – LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".

f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II – LIABILITY COVERAGE, Paragraph **A.1. Who Is An Insured** is amended to include the following as an "insured":

g. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed in a written contract, written agreement, or permit issued to you by governmental or public authority, to add such person, or organization, or governmental or public authority to this policy as an "insured".

However, such person or organization is an "insured":

(1) Only with respect to the operation, maintenance or use of a covered "auto";

(2) Only for "bodily injury" or "property damage" caused by an "accident" which takes place after you executed the written contract or written agreement, or the permit has been issued to you; and

(3) Only for the duration of that contract, agreement or permit.

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II – LIABILITY COVERAGE, **Coverage Extensions**, **2.a. Supplementary Payments**, Paragraphs **(2)** and **(4)** are replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II – LIABILITY, Exclusion **B.5. Fellow Employee** does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":

a. You hire, rent or borrow; or

b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business,

subject to the following limit and deductible:

a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:

(1) $50,000; or

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.

b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.

c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

d. Subject to a maximum of $1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.

e. This coverage extension does not apply to:

(1) Any "auto" that is hired, rented or borrowed with a driver; or

(2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

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7. TOWING AND LABOR

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

a. For private passenger type vehicles, we will pay up to $75 per disablement.

b. For "light trucks", we will pay up to $75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.

c. For "medium trucks", we will pay up to $150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 – 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE – ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III – PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of $50 per day and a maximum limit of $1,500.

9. RENTAL REIMBURSEMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended by adding the following:

a. We will pay up to $75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."

b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.

c. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.

e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.

f. No deductible applies to this coverage.

g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B.**

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10. EXTRA EXPENSE – BROADENED COVERAGE

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, **A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is $1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III – PHYSICAL DAMAGE COVERAGE, **A. Coverage**, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to $600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V – DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. Exclusions** is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE – VEHICLE TRACKING SYSTEM

SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III – PHYSICAL DAMAGE COVERAGE, **B. Exclusions**, Paragraph **a.** of the exception to exclusions **4.c.** and **4.d.** is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

(1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and

(2) Designed to be solely operated by use from the power from the "auto's" electrical system; and

(3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a $100 deductible.

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15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph **C. Limit Of Insurance** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:

   a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";

   b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;

   c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;

   d. Transfer or rollover balances from previous loans or leases;

   e. Final payment due under a "Balloon Loan";

   f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";

   g. Security deposits not refunded by a lessor;

   h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";

   i. Any amount representing taxes;

   j. Loan or lease termination fees; or

2. The actual cash value of the damage or stolen property as of the time of the "loss".

   An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V – DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

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16. GLASS REPAIR – WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

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

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

a. In the charge of an "insured";

b. Legally parked; and

c. Unoccupied.

The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III – PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible**:

a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or

b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or

c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV– BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

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

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) Member, if you are a limited liability company;

(4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

(a) How, when and where the "accident" or "loss" took place;

(b) The "insured's" name and address; and

(c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **A.5. Transfer Of Rights Of Recovery Against Others To Us**, is amended by the addition of the following:

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV – BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON–CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

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

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and

2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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SECTION V – DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V – DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** exclusion **g. Aircraft, Auto Or Watercraft** does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraph **(2)** of exclusion **g. Aircraft, Auto Or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) Less than 52 feet long; and

(b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph **2. Exclusions** of **Section I - Coverage A - Bodily Injury And Property Damage Liability,** Subparagraphs **(3), (4)** and **(6)** of exclusion **j. Damage To Property** do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to **Section IV - Commercial General Liability Conditions,** Condition **4. Other Insurance,** Paragraph **b. Excess Insurance:**

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph **2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:**

a. The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

(i) Premises rented to you for a period of 7 or fewer consecutive days; or

(ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance.**

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b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments,** Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A** and **B**, Paragraph **1.b.** is replaced by the following:

b. Up to **$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Paragraph **1.d.** is replaced by the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to **$500** a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

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b. Premises or facilities rented by you or used by you; or

c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or

d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:

(1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;

(2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".

(3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.

b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.

c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

d. "Bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declaratio ns.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition **4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to Paragraph **a. Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit:**

An additional insured under this endorsement will as soon as practicable:

a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;

b. Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and

c. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

d. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

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

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

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

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

(d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph **3.** of **Section II - Who Is An Insured** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

d. Records and descriptions of operations must be maintained by the first Named Insured.

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

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **6. Representations:**

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under **Section IV - Commercial General Liability Conditions,** the following is added to Condition **2. Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph **1.** of **Section II - Who Is An Insured** or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions,** Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	**CONTACT NAME:** Automatic Data Processing Insurance Agency, Inc. **PHONE (A/C, No, Ext):** 1-800-524-7024 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Swayzer Corporation DBA: Swayzer Landscapes 1665 E Del Amo Blvd Carson CA 90746	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** NorGUARD Insurance Company 31470 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 3636445 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	SWWC559598	05/16/2024	05/16/2025	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

This certificate has a blanket Waiver of Subrogation for the following state(s) :CA

CERTIFICATE HOLDER

CITY OF CARSON
701 E. CARSON ST.
PO Box 6234
Carson CA 90749

INSURANCE APPROVED
RG
5/21/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 1.02 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.	All CA Operations

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/16/2024 Policy No. SWWC559598 Endorsement No. 0
Insured Insurance Company NorGUARD Insurance Company
Swayzer Corporation

Countersigned By _____

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AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California corporation ("City") and SWAYZER CORPORATION, a California corporation ("Consultant") is effective as of the ____day of _____, 2025.

RECITALS

A. City and Consultant entered into that certain Contract Services Agreement for landscape maintenance services dated May 28, 2024 ("Agreement"), whereby Consultant agreed to provide certain landscape maintenance services at City facilities for a total not to exceed amount of $411,352.68, with the Agreement set to expire on May 28, 2025.

B. City and Consultant now desire to amend the Agreement to exercise the first of City's two options to extend the Term of the Agreement by one year, from May 28, 2025 to May 28, 2026 ("Extension Term"), to provide for continued performance of the services by Consultant, with certain modifications as specified herein, in exchange for continued monthly compensation in the amount of $34,279.39.

C. Two City park locations, Foisia Park and Carriage Crest Park, are currently closed for renovations, and are not expected to reopen until summer of 2026. Accordingly, from the effective date of this Amendment (as shown above) until the expiration of the Extension Term, unless earlier directed by the City's Contract Officer, Consultant, in lieu of performing any of the services for these two parks as described in the Agreement scope of services, shall instead perform additional services as specified herein for the planters located by the City Hall main entrance and fountain area, with no change in compensation.

D. Accordingly, the services for the Extension Term will be performed for $34,279.39 per month, for a total not to exceed amount of $411,352.68 for the Extension Term, and City and Consultant therefore now desire to increase the Contract Sum by $411,352.68, from $411,352.68 to $822,705.36.

TERMS

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

a) Section 2.1, Contract Sum, of the Agreement is amended as follows:

"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 Twenty-Two Thousand Seven Hundred Five Dollars and Thirty-Six Cents ($822,705.36)*** ~~Four Hundred Eleven~~

~~Thousand Three Hundred Fifty-Two Dollars and Sixty-Eight Cents ($411,352.68)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its option~~s~~ to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase by an annual not to exceed amount of Four Hundred Eleven Thousand Three Hundred Fifty Two Dollars and Sixty-Eight Cents ($411.352.68) for ***such*** ~~each~~ Extension Term."

b) Section 3.4, Term, of the Agreement is amended as follows:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***two (2) years*** ~~one (1) year~~ from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D"). The City may, at its sole discretion, elect to extend the Term by ~~two (2)~~ ***one (1)*** additional one-year term~~s~~ (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."

c) A new Section VI is hereby added to Exhibit "A," to read as follows:

"VI. Notwithstanding any other provision of this Exhibit "A", commencing on the date of full execution by City and Consultant of Amendment No. 1 to the Agreement, in light of the City's closure of Foisia and Carriage Crest Parks for renovations, Consultant, in lieu of performing any of the services outlined in other provisions of this Exhibit "A" at Foisia and Carriage Crest Parks, shall instead perform the following services for (i) the planters located by the City Hall fountain (near the intersection of Carson Street and Avalon Blvd.), and (ii) the planters located by the City Hall main entrance along the two sides of the building that are adjacent to the northeast courtyard, which contain perennials and annuals (the "Replacement Services"):

A. Provide seasonal plants with a four-month rotation of seasonal plant changes, including all associated planting, maintenance and removal work.

Consultant shall continue to perform the Replacement Services throughout the Term of this Agreement unless and until the Contract Officer directs Consultant to cease the Replacement Services and instead resume the services outlined in the other provisions of this Exhibit "A" at Foisia and Carriage Crest Parks."

d) Section I of Exhibit "C" is amended to add the following paragraph to the end of the section:

"Notwithstanding any other provision of this Exhibit "C," during the period of time specified in Section VI of Exhibit "A" for performance of the Replacement Services, the amounts listed in the Cost Table and cost matrix set forth in this Section as the compensation for Services at Foisia Park and

Carriage Crest Park shall instead be deemed to constitute the compensation for performance of the Replacement Services."

e) Section VIII of Exhibit "C" is amended as follows:

"The total compensation for the Services shall not exceed ***$822,705.36*** ~~$411,352.68~~ as provided in Section 2.1 of this Agreement."

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

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

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

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

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

SWAYZER CORPORATION, a California corporation

By:_____
Name: Samuel Swayzer
Title: President

By:_____
Name: Ezekiel Swayzer
Title: Chief Financial Officer

Address: Swayzer Corporation
1665 E. Del Amo Blvd.
Carson, CA 90746

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 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

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 24.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources HR Administration

Subject: CONSIDER RESOLUTION NO. 25-049 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; REPLACING AND SUPERSEDING RESOLUTION NO. 25-037 (CITY COUNCIL)

I. SUMMARY

At the March 18, 2025, City Council meeting, the Council approved Resolution 25-037, which included key provisions for the Memorandum of Understanding (MOU) between the City of Carson and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Council 36, Local 809. After completing the final review of the AFSCME Local 809 Full-Time unit, staff is now presenting the finalized MOU Resolution No. 25-049 with finalized salary tables which replace and supersede Resolution No. 25-037. The attached resolution seeks the Council's approval of the proposed MOU, covering the period from July 1, 2024, to June 30, 2027.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-049, "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 CONSIDER RESOLUTION NO. 25-049 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; REPLACING AND SUPERSEDING RESOLUTION NO. 25-037 (CITY COUNCIL)

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 MOU. The City's negotiation team 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

Please find attached the updated Resolution No. 25-049, along with the Memorandum of Understanding (Exhibit 1) and the updated Salary Table (Exhibit 2) for the City Council's review and approval.

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. 25-049-MOU and Salary Tables AFSCME Local 809 Full-Time

Attachments

Exhibit No. 1: AFSCME Local 809 Full-Time MOU and Salary Tables

RESOLUTION NO. 25-049

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, 2028 (REPLACING AND SUPERSEDING RESOLUTION NO. 25-037 (CITY COUNCIL)

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 18, 2025 for a successor memorandum of understanding (Tentative Agreement), which was approved by City Council's adoption of Resolution No. 25-037 and

WHEREAS, on April 1, 2025 the City Council adopted Resolution No. 25-049, approving the successor memorandum of understanding between the City and AFSCME 809 for the period July 1, 2024 through June 30, 2027 ("AFSCME 809 MOU"); replacing and superseding Resolution No. 25-037 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 1st day of April, 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. 25-049, was passed and approved by the City Council of the City of Carson at its meeting held on April 1, 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 APRIL 1, 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 City employee 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 the following 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 - 6.0% COST-OF-LIVING-ADJUSTMENT (COLA) (RETRO TO JULY 1, 2024)

b. FY 2025/2026 - 4% COLA Appendix F

c. FY 2026/2027 - 4% COLA Appendix G

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 five percent (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, commencing after they have attained twenty-five years (25) years of service credit.

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 A listing of positions within the job series can be found in Appendix C.

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 ten percent (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) pants 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 (2) Bermuda shorts for Unit members in the classification of Senior 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 classifications

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 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 (2.5) times their prevailing pay rate, or compensatory leave, credited at two and one-half (2.5) hours, for each hour of work. When the City Manager or Department Director requires that Unit members work more than eight (8) hours, such Unit members shall not return to work for at least eight (8) hours following completion of that work. The City will comply with the Fair Labor Standards Act for all 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 (2.5) times their regular rate of pay or compensatory leave, credited at two and one-half (2.5) hours for each hour worked on the holiday.

SECTION 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:

	% of difference between the required minimum contribution

Full-Time service with Carson at time of retirement	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:

The City shall continue deferred compensation programs already offered by the City and any others' agreed to by the parties.

a. The City agrees to match the amount, dollar for dollar, up to five hundred dollars ($500.00), contributed to the Unit member's deferred compensation account.

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 one time. Unit members may use compensatory leave along with any other authorized paid leave with 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. Unit members shall make a good faith effort to reduce compensatory leave accrual balances below the eighty (80) hour maximum accrual level.

5.2. A Unit member shall not accrue more than 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 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.

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 predisciplinary 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. 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. 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. 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 one at the 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 predisciplinary 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 predisciplinary 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, 2027 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, 2027; provided, however, that the salary levels, benefits and other money items, specified herein shall become effective as indicated.

SECTION 3 – REOPENERS/ME TOO CLAUSE:

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 bonuses, received by any other City bargaining units.

The parties do specifically agree to reopen the meet and confer within sixty (60) days of the execution 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.

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, 2027 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 1st DAY OF April 2025.

AFSCME LOCAL 809	**CITY OF CARSON**
Tony Rodriguez, President	David C. Roberts Jr., City Manager
Bob Adams, Business Representative	Pam Lee, Deputy City Attorney
Nancy Rusas, Recording Secretary	

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
Innovation & Business Liaison
IT Support Technician
Office Clerk (Job Series)
Parking Control Officer
Payroll Specialist I (Job Series)
Payroll Specialist II (Job Series)
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 Code Compliance Specialist
Senior Construction Inspector
Senior Event Services Coordinator
Senior Storekeeper
Storekeeper
Systems Coordinator
Typist Clerk I (Job Series)
Typist Clerk II (Job Series)

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 Community Services Coordinator (Senior Services)
Assistant Event Coordinator (Job Series)
Assistant Recreation Coordinator
Assistant Recreation Coordinator (Enrichment)
Assistant Recreation Coordinator (Reservations)
Buyer
Community Services Coordinator I (Youth & Family) (Job Series)
Community Services Coordinator II (Youth & Family) (Job Series)
Early Childhood Instructor
Early Childhood Program Supervisor
Event Services Coordinator I (Job Series)
Event Services Coordinator II (Job Series)
Human Services Assistant Coordinator
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 Coordinator I (Special Events) (Job Series)
Recreation Coordinator II (Special Events) (Job Series)
Recreation Reservations Coordinator I (Job Series)
Recreation Reservations Coordinator II (Job Series)
Recreation Program Supervisor
Senior Event Services Coordinator
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)
Social Services Coordinator I (Job Series)
Social 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	705
	Code Enforcement and Collection Officer	713
	Revenue Inspector	715
	Code Enforcement Officer (Job Series) /Sanitation Officer	712
	Public Safety Engagement Officer	721
	Business License Specialist II* (Job Series)	703
	Business License Specialist I* (Job Series) /Sanitation Services Coordinator	702
	Code Enforcement Aide (Job Series)	727
	Animal Control Officer	708
	Parking Control Officer	719
2)	Senior Construction Inspector	713
	Construction Inspector	715
3)	Senior Central Services Technician	702
	Central Services Technician	711
4)	Graphic Designer II (Job Series)	723
	Graphic Designer I (Job Series)	709
5)	Employment Specialist	721
6)	Innovation & Business Liaison	713
	Systems Coordinator	721
	Administrative Secretary	704
	Planning Secretary	723
	Business License Specialist II* (Job Series)	703
	Division Secretary /Resource Center Technician	709
	Business License Specialist I* (Job Series)	702
	Economic Development Liason	701
	Senior Clerk	717
	IT Support Technician	708
	Typist Clerk II (Job Series)	719
	Typist Clerk I (Job Series) /Audio Visual Assistant	707
	Office Clerk (Job Series)	729
7)	Buyer*	710
	Accounts Payable Specialist II (Job Series) /Payroll Specialist II (Job Series) / Purchasing Specialist II (Job Series) /Senior Account Clerk II* (Job Series)	703
	Accounts Payable Specialist I (Job Series) /Payroll Specialist I (Job Series) / Purchasing Specialist I (Job Series) /Senior Account Clerk I* (Job Series)	702
	Account Clerk	701

Salary Range No.

8)	Planning Technician II (Job Series)	721
	Planning Technician I (Job Series)	714
9)	Senior Equipment Mechanic	721
	Equipment Mechanic II (Job Series)	704
	Equipment Mechanic I (Job Series)	709
	Equipment Service Worker (Job Series)	720
10)	HVAC Technician	713
	Electrician	715
	Plumber	718
	Lead Facilities Maintenance Technician /Locksmith /Painter	704
	Pool Maintenance Specialist	723
	Facilities Maintenance Technician II (Job Series)	709
	Facilities Maintenance Technician I (Job Series)	722
	Senior Custodian	711
	Assistant Facilities Maintenance Technician (Job Series)	708
	Custodian	706
11)	Senior Tree Trimmer	718
	Irrigation Technician	709
	Senior Groundsworker	702
	Tree Trimmer II (Job Series)	727
	Groundsworker II (Job Series)	720
	Senior Custodian	711
	Groundsworker I (Job Series) /Tree Trimmer I (Job Series)	708
	Assistant Groundsworker (Job Series) /Assistant Tree Trimmer (Job Series) / Custodian	706
12)	Senior Maintenance Worker II	721
	Senior Maintenance Worker I	714
	Lead Facilities Maintenance Technician	704
	Heavy Equipment Operator	723
	Facilities Maintenance Technician II (Job Series)	709
	Maintenance Worker II (Job Series)	720
	Facilities Maintenance Technician I (Job Series)	722
	Senior Custodian	711
	Maintenance Worker I (Job Series)	719
	Custodian	706
	Assistant Maintenance Worker (Job Series)	707
13)	Recreation Center Supervisor	725
	Aquatics Program Supervisor /Recreation Center Supervisor II (Job Series) / Recreation Program Supervisor	705

Adult Sports Coordinator II (Job Series) /Community Services Coordinator II (Youth & Family) (Job Series) /Kids Club Coordinator II (Job Series) /Recreation Center Supervisor I (Job Series) /Recreation Coordinator II (Special Events) (Job Series) / Recreation Reservations Coordinator II (Job Series) /Seniors Assisted Living Coordinator II (Job Series) /Seniors Recreation Program Coordinator II (Job Series) / Social Services Coordinator II (Job Series) /Special Needs Recreation Coordinator II (Job Series) /Transportation Coordinator II (Job Series) /Youth Sports Coordinator II (Job Series) 715
Adult Sports Coordinator I (Job Series) /Community Services Coordinator I (Youth & Family) (Job Series) /Kids Club Coordinator I (Job Series) /Recreation Coordinator / Recreation Coordinator I (Special Events) (Job Series) /Recreation Reservations Coordinator I (Job Series) /Seniors Assisted Living Coordinator I (Job Series) / Seniors Recreation Program Coordinator I (Job Series) /Social Services Coordinator I (Job Series) /Special Needs Recreation Coordinator I (Job Series) /Transportation Coordinator I (Job Series) /Youth Sports Coordinator I (Job Series) 721
Assistant Recreation Coordinator /Human Services Assistant Coordinator 709
Assistant Community Services Coordinator (Senior Services) /Assistant Event Coordinator (Job Series) /Assistant Recreation Coordinator (Enrichment) / Assistant Recreation Coordinator (Reservations) 720

14) Early Childhood Program Supervisor 705
Early Childhood Instructor 717

15) Senior Storekeeper 702
Storekeeper 717

16) Engineering Technician 718

17) Senior Bus Driver 701
Bus Driver 717

18) Coordinator, Records Management 714

19) Senior Event Services Coordinator 705
Event Services Coordinator II (Job Series) 715
Event Services Coordinator I (Job Series) 721
Event Services Worker III (Job Series) 720
Event Services Worker II (Job Series) 719
Event Services Worker I (Job Series) 707
Senior Event Services Coordinator ..... …705

20) Housing & Homeless Coordinator 714

(* Denotes minimum qualifications required.)

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	702	Accounts Payable Specialist II	703	N/A	N/A
2	Adult Sports Coordinator I	721	Adult Sports Coordinator II	715	N/A	N/A
3	Assistant Event Coordinator	720	Event Coordinator	723	N/A	N/A
4	Assistant Facilities Maintenance Technician	708	Facilities Maintenance Technician I	722	Facilities Maintenance Technician II	709
5	Assistant Groundsworker	706	Groundsworker I	708	Groundsworker II	720
6	Assistant Maintenance Worker	707	Maintenance Worker I	719	Maintenance Worker II	720
7	Assistant Tree Trimmer	706	Tree Trimmer I	708	Tree Trimmer II	727
8	Business License Specialist I	702	Business License Specialist II	703	N/A	N/A
9	Code Enforcement Aide	727	Code Enforcement Officer	712	N/A	N/A
10	Community Services Coordinator I (Youth & Family)	721	Community Services Coordinator II (Youth & Family)	715	N/A	N/A
11	Equipment Service Worker	720	Equipment Mechanic I	709	Equipment Mechanic II	704
12	Event Services Coordinator I	721	Event Services Coordinator II	715	N/A	N/A
13	Event Services Worker I	707	Event Services Worker II	719	Event Services Worker III	720
14	Graphic Designer I	709	Graphic Designer II	723	N/A	N/A
15	Kids Club Coordinator I	721	Kids Club Coordinator II	715	N/A	N/A
16	Office Clerk	729	Typist Clerk I	707	Typist Clerk II	326
17	Payroll Specialist I	702	Payroll Specialist II	703	N/A	N/A
18	Planning Technician I	714	Planning Technician II	721	N/A	N/A
19	Purchasing Specialist I	702	Purchasing Specialist II	703	N/A	719
20	Recreation Center Supervisor I	715	Recreation Center Supervisor II	705	N/A	N/A
21	Recreation Coordinator I (Special Events)	721	Recreation Coordinator II (Special Events)	715	N/A	N/A

	LEVEL 1		LEVEL 2		LEVEL 3	
#	Classification	Salary Range	Classification	Salary Range	Classification	Salary Range
22	Recreation Reservations Coordinator I	721	Recreation Reservations Coordinator II	715	N/A	N/A
23	Senior Account Clerk I	702	Senior Account Clerk II	703	N/A	N/A
24	Seniors Assisted Living Coordinator I	721	Seniors Assisted Living Coordinator II	715	N/A	N/A
25	Seniors Recreation Program Coordinator I	721	Seniors Recreation Program Coordinator II	715	N/A	N/A
26	Social Services Coordinator I	721	Social Services Coordinator II	715	N/A	N/A
27	Special Needs Recreation Coordinator I	721	Special Needs Recreation Coordinator II	715	N/A	N/A
28	Transportation Coordinator I	721	Transportation Coordinator II	715	N/A	N/A
29	Youth Sports Coordinator I	721	Youth Sports Coordinator II	715	N/A	N/A

APPENDIX D
DIFFERENTIAL PAY FOR CERTAIN 'SENIOR' CLASSIFICATIONS
(Article III, Section 5)

#	Senior Classification	Salary Range	Highest Subordinate	Salary Range
1	HVAC Technician	713	Facilities Maintenance Technician II	709
2	Electrician	715	Facilities Maintenance Technician II	709
3	Senior Maintenance Worker II	721	Heavy Equipment Operator	723
4	Senior Tree Trimmer	718	Heavy Equipment Operator	723
5	Plumber	718	Pool Maintenance Specialist	723
6	Senior Maintenance Worker I	714	Maintenance Worker II	720
7	Lead Facilities Maintenance Technician	704	Facilities Maintenance Technician II	709
8	Locksmith	704	Facilities Maintenance Technician II	709
9	Painter	704	Facilities Maintenance Technician II	709
10	Irrigation Technician	709	Groundsworker II	720
11	Senior Groundsworker	702	Groundsworker II	720
12	Senior Custodian	711	Custodian	706

APPENDIX E
CITY OF CARSON
HOURLY SALARY SCHEDULE
AFSCME LOCAL 809
EFFECTIVE JUNE 26, 2024
(6% COLA)

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Account Clerk	701	31.03	32.57	34.21	35.91	37.71	39.60
Accounts Payable Specialist I	702	32.60	34.23	35.93	37.74	39.62	41.61
Accounts Payable Specialist II	703	34.25	35.96	37.76	39.64	41.63	43.71
Administrative Secretary	704	35.98	37.78	39.67	41.65	43.74	45.92
Adult Sports Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Adult Sports Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Animal Control Officer	727	31.80	33.39	35.06	36.81	38.66	40.59
Aquatics Program Supervisor	705	43.84	46.04	48.34	50.75	53.29	55.95
Assistant Event Coordinator	720	30.27	31.79	33.38	35.04	36.79	38.64
Assistant Facilities Maintenance Technician	708	27.42	28.79	30.23	31.75	33.34	35.00
Assistant Groundsworker	706	26.10	27.41	28.78	30.22	31.73	33.32
Assistant Maintenance Worker	707	25.46	26.73	28.08	29.48	30.95	32.50
Assistant Recreation Coordinator	709	33.41	35.09	36.84	38.68	40.61	42.64
Assistant Recreation Coordinator (Enrichment)	720	30.27	31.79	33.38	35.04	36.79	38.64
Assistant Recreation Coordinator (Reservations)	720	30.27	31.79	33.38	35.04	36.79	38.64
Assistant Tree Trimmer	706	26.10	27.41	28.78	30.22	31.73	33.32
Audio Visual Assistant	707	25.46	26.73	28.08	29.48	30.95	32.50
Bus Driver	717	29.53	31.01	32.56	34.19	35.89	37.69
Business License Specialist I	702	32.60	34.23	35.93	37.74	39.62	41.61
Business License Specialist II	703	34.25	35.96	37.76	39.64	41.63	43.71
Buyer	710	41.73	43.81	46.00	48.30	50.72	53.25
Central Services Technician	711	28.11	29.51	30.99	32.54	34.16	35.87
Code Enforcement & Collections Officer	713	42.77	44.91	47.16	49.51	51.99	54.59
Code Enforcement Aide	727	31.80	33.39	35.06	36.81	38.66	40.59
Code Enforcement Officer	712	39.72	41.70	43.79	45.97	48.27	50.69
Community Services Coordinator I (Youth & Family)	721	38.74	40.68	42.72	44.86	47.10	49.45
Community Services Coordinator II (Youth& Family)	715	40.71	42.75	44.88	47.13	49.48	51.96
ConstructionInspector	715	40.71	42.75	44.88	47.13	49.48	51.96
Custodian	706	26.10	27.41	28.78	30.22	31.73	33.32
Division Secretary	709	33.41	35.09	36.84	38.68	40.61	42.64
Early Childhood Director	705	43.84	46.04	48.34	50.75	53.29	55.95

Early Childhood Instructor	717	29.53	31.01	32.56	34.19	35.89	37.69
Economic Development Liaison	701	31.03	32.57	34.21	35.91	37.71	39.60
Electrician	715	40.71	42.75	44.88	47.13	49.48	51.96
Employment & Business Development Asst.	717	31.03	32.57	34.21	35.91	37.71	39.60
Employment Specialist	721	38.74	40.68	42.72	44.86	47.10	49.45
Engineering Technician	718	37.80	39.70	41.68	43.76	45.95	48.25
Equipment Mechanic I	709	33.41	35.09	36.84	38.68	40.61	42.64
Equipment Mechanic II	704	35.98	37.78	39.67	41.65	43.74	45.92
Equipment Service Worker	720	30.27	31.79	33.38	35.04	36.79	38.64
Event Services Worker I	707	25.46	26.73	28.08	29.48	30.95	32.50
Event Services Worker II	719	26.75	28.09	29.50	30.97	32.52	34.14
Event Services Worker III	720	30.27	31.79	33.38	35.04	36.79	38.64
Events Services Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Events Services Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Facilities Maintenance Technician I	722	28.81	30.25	31.77	33.35	35.02	36.77
Facilities Maintenance Technician II	709	33.41	35.09	36.84	38.68	40.61	42.64
Graphic Designer I	709	33.41	35.09	36.84	38.68	40.61	42.64
Graphic Designer II	723	35.11	36.86	38.70	40.64	42.67	44.81
Groundsworker I	708	27.42	28.79	30.23	31.75	33.34	35.00
Groundsworker II	720	30.27	31.79	33.38	35.04	36.79	38.64
Heavy Equipment Operator	723	35.11	36.86	38.70	40.64	42.67	44.81
Housing & Homeless Coordinator	714	36.88	38.72	40.66	42.69	44.83	47.07
Human Services Assistant Coordinator	709	33.41	35.09	36.84	38.68	40.61	42.64
HVACTechnician	713	42.77	44.91	47.16	49.51	51.99	54.59
Innovation & Business Liaison	713	42.77	44.91	47.16	49.51	51.99	54.59
Irrigation Technician	709	33.41	35.09	36.84	38.68	40.61	42.64
IT Support Technician	708	27.42	28.79	30.23	31.75	33.34	35.00
Kids Club Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Kids Club Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Kids Club Site Director	717	31.03	32.57	34.21	35.91	37.71	39.60
Lead Facilities Maintenance Technician	704	35.98	37.78	39.67	41.65	43.74	45.92
Locksmith	704	35.98	37.78	39.67	41.65	43.74	45.92
Maintenance Worker I	719	26.75	28.09	29.50	30.97	32.52	34.14
Maintenance Worker II	720	30.27	31.79	33.38	35.04	36.79	38.64
Office Clerk	729	24.24	25.45	26.72	28.06	29.46	30.93
Painter	704	35.98	37.78	39.67	41.65	43.74	45.92
Parking Control Officer	719	26.75	28.09	29.50	30.97	32.52	34.14
Planning Secretary	723	35.11	36.86	38.70	40.64	42.67	44.81
Planning Technician I	714	36.88	38.72	40.66	42.69	44.83	47.07

Planning Technician II	721	38.74	40.68	42.72	44.86	47.10	49.45
Plumber	718	37.80	39.70	41.68	43.76	45.95	48.25
Pool Maintenance Specialist	723	35.11	36.86	38.70	40.64	42.67	44.81
Public Safety Engagement Officer	721	38.74	40.68	42.72	44.86	47.10	49.45
Purchasing Specialist I	702	32.60	34.23	35.93	37.74	39.62	41.61
Purchasing Specialist II	703	34.25	35.96	37.76	39.64	41.63	43.71
Records Management Coordinator	714	36.88	38.72	40.66	42.69	44.83	47.07
Recreation Center Supervisor I	715	40.71	42.75	44.88	47.13	49.48	51.96
Recreation Center Supervisor II	705	43.84	46.04	48.34	50.75	53.29	55.95
Recreation Coordinator	721	38.74	40.68	42.72	44.86	47.10	49.45
Recreation Coordinator I (Special Events)	721	38.74	40.68	42.72	44.86	47.10	49.45
Recreation Coordinator II (Special Events)	715	40.71	42.75	44.88	47.13	49.48	51.96
Recreation Permits Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Recreation Permits Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Recreation Program Supervisor	705	43.84	46.04	48.34	50.75	53.29	55.95
Recreation Reservations Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Recreation Reservations Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Resource Center Technician	709	33.41	35.09	36.84	38.68	40.61	42.64
Revenue Inspector	715	40.71	42.75	44.88	47.13	49.48	51.96
Sanitation Officer	712	39.72	41.70	43.79	45.97	48.27	50.69
Sanitation Services Coordinator	702	32.60	34.23	35.93	37.74	39.62	41.61
Senior Account Clerk I	702	32.60	34.23	35.93	37.74	39.62	41.61
Senior Account Clerk II	703	34.25	35.96	37.76	39.64	41.63	43.71
Senior Assisted Living Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Senior Assisted Living Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Senior Bus Driver	701	31.03	32.57	34.21	35.91	37.71	39.60
Senior Central Services Technician	702	32.60	34.23	35.93	37.74	39.62	41.61
Senior Clerk	717	29.53	31.01	32.56	34.19	35.89	37.69
Senior Code Compliance Specialist	705	43.84	46.04	48.34	50.75	53.29	55.95
Senior Construction Inspector	713	42.77	44.91	47.16	49.51	51.99	54.59
Senior Custodian	711	28.11	29.51	30.99	32.54	34.16	35.87
Senior Equipment Mechanic	721	38.74	40.68	42.72	44.86	47.10	49.45
Senior Events Services Coordinator	715	40.71	42.75	44.88	47.13	49.48	51.96
Senior Groundsworker	702	32.60	34.23	35.93	37.74	39.62	41.61
Senior Maintenance Worker I	714	36.88	38.72	40.66	42.69	44.83	47.07
Senior Maintenance Worker II	721	38.74	40.68	42.72	44.86	47.10	49.45
Senior Recreation Center Supervisor	725	47.21	49.58	52.05	54.65	57.39	60.25
Senior Storekeeper	702	32.60	34.23	35.93	37.74	39.62	41.61
Senior Tree Trimmer	718	37.80	39.70	41.68	43.76	45.95	48.25

Seniors Recreation Program Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Seniors Recreation Program Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Seniors Services Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Seniors Services Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Social Services Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Social Services Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Special Needs Recreation Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Special Needs Recreation Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Storekeeper	717	29.53	31.01	32.56	34.19	35.89	37.69
Systems Coordinator	721	38.74	40.68	42.72	44.86	47.10	49.45
Transportation Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Transportation Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96
Tree Trimmer I	708	27.42	28.79	30.23	31.75	33.34	35.00
Tree Trimmer II	727	31.80	33.39	35.06	36.81	38.66	40.59
Typist Clerk I	707	25.46	26.73	28.08	29.48	30.95	32.50
Typist Clerk II	719	26.75	28.09	29.50	30.97	32.52	34.14
Youth Services Officer	721	38.74	40.68	42.72	44.86	47.10	49.45
Youth Sports Coordinator I	721	38.74	40.68	42.72	44.86	47.10	49.45
Youth Sports Coordinator II	715	40.71	42.75	44.88	47.13	49.48	51.96

APPENDIX F
CITY OF CARSON
HOURLY SALARY SCHEDULE
AFSCME LOCAL 809
EFFECTIVE JUNE 25, 2025
(4% COLA)

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Account Clerk	701	32.27	33.87	35.58	37.35	39.22	41.18
Accounts Payable Specialist I	702	33.90	35.60	37.37	39.25	41.20	43.27
Accounts Payable Specialist II	703	35.62	37.40	39.27	41.23	43.30	45.46
Administrative Secretary	704	37.42	39.29	41.26	43.32	45.49	47.76
Adult Sports Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Adult Sports Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Animal Control Officer	727	33.07	34.73	36.46	38.28	40.21	42.21
Aquatics Program Supervisor	705	45.59	47.88	50.27	52.78	55.42	58.19
Assistant Event Coordinator	720	31.48	33.06	34.72	36.44	38.26	40.19
Assistant Facilities Maintenance Technician	708	28.52	29.94	31.44	33.02	34.67	36.40
Assistant Groundsworker	706	27.14	28.51	29.93	31.43	33.00	34.65
Assistant Maintenance Worker	707	26.48	27.80	29.20	30.66	32.19	33.80
Assistant Recreation Coordinator	709	34.75	36.49	38.31	40.23	42.23	44.35
Assistant Recreation Coordinator (Enrichment)	720	31.48	33.06	34.72	36.44	38.26	40.19
Assistant Recreation Coordinator (Reservations)	720	31.48	33.06	34.72	36.44	38.26	40.19
Assistant Tree Trimmer	706	27.14	28.51	29.93	31.43	33.00	34.65
Audio Visual Assistant	707	26.48	27.80	29.20	30.66	32.19	33.80
Bus Driver	717	30.71	32.25	33.86	35.56	37.33	39.20
Business License Specialist I	702	33.90	35.60	37.37	39.25	41.20	43.27
Business License Specialist II	703	35.62	37.40	39.27	41.23	43.30	45.46
Buyer	710	43.40	45.56	47.84	50.23	52.75	55.38
Central Services Technician	711	29.23	30.69	32.23	33.84	35.53	37.30
Code Enforcement & Collections Officer	713	44.48	46.71	49.05	51.49	54.07	56.77
Code Enforcement Aide	727	33.07	34.73	36.46	38.28	40.21	42.21
Code Enforcement Officer	712	41.31	43.37	45.54	47.81	50.20	52.72
Community Services Coordinator I (Youth & Family)	721	40.29	42.31	44.43	46.65	48.98	51.43
Community Services Coordinator II (Youth& Family)	715	42.34	44.46	46.68	49.02	51.46	54.04
ConstructionInspector	715	42.34	44.46	46.68	49.02	51.46	54.04
Custodian	706	27.14	28.51	29.93	31.43	33.00	34.65
Division Secretary	709	34.75	36.49	38.31	40.23	42.23	44.35
Early Childhood Director	705	45.59	47.88	50.27	52.78	55.42	58.19
Early Childhood Instructor	717	30.71	32.25	33.86	35.56	37.33	39.20
Economic Development Liaison	701	32.27	33.87	35.58	37.35	39.22	41.18

Electrician	715	42.34	44.46	46.68	49.02	51.46	54.04
Employment & Business Development Asst.	717	32.27	33.87	35.58	37.35	39.22	41.18
Employment Specialist	721	40.29	42.31	44.43	46.65	48.98	51.43
Engineering Technician	718	39.31	41.29	43.35	45.51	47.79	50.18
Equipment Mechanic I	709	34.75	36.49	38.31	40.23	42.23	44.35
Equipment Mechanic II	704	37.42	39.29	41.26	43.32	45.49	47.76
Equipment Service Worker	720	31.48	33.06	34.72	36.44	38.26	40.19
Event Services Worker I	707	26.48	27.80	29.20	30.66	32.19	33.80
Event Services Worker II	719	27.82	29.21	30.68	32.21	33.82	35.51
Event Services Worker III	720	31.48	33.06	34.72	36.44	38.26	40.19
Events Services Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Events Services Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Facilities Maintenance Technician I	722	29.96	31.46	33.04	34.68	36.42	38.24
Facilities Maintenance Technician II	709	34.75	36.49	38.31	40.23	42.23	44.35
Graphic Designer I	709	34.75	36.49	38.31	40.23	42.23	44.35
Graphic Designer II	723	36.51	38.33	40.25	42.27	44.38	46.60
Groundsworker I	708	28.52	29.94	31.44	33.02	34.67	36.40
Groundsworker II	720	31.48	33.06	34.72	36.44	38.26	40.19
Heavy Equipment Operator	723	36.51	38.33	40.25	42.27	44.38	46.60
Housing & Homeless Coordinator	714	38.36	40.27	42.29	44.40	46.62	48.95
Human Services Assistant Coordinator	709	34.75	36.49	38.31	40.23	42.23	44.35
HVACTechnician	713	44.48	46.71	49.05	51.49	54.07	56.77
Innovation & Business Liaison	713	44.48	46.71	49.05	51.49	54.07	56.77
Irrigation Technician	709	34.75	36.49	38.31	40.23	42.23	44.35
IT Support Technician	708	28.52	29.94	31.44	33.02	34.67	36.40
Kids Club Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Kids Club Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Kids Club Site Director	717	32.27	33.87	35.58	37.35	39.22	41.18
Lead Facilities Maintenance Technician	704	37.42	39.29	41.26	43.32	45.49	47.76
Locksmith	704	37.42	39.29	41.26	43.32	45.49	47.76
Maintenance Worker I	719	27.82	29.21	30.68	32.21	33.82	35.51
Maintenance Worker II	720	31.48	33.06	34.72	36.44	38.26	40.19
Office Clerk	729	25.21	26.47	27.79	29.18	30.64	32.17
Painter	704	37.42	39.29	41.26	43.32	45.49	47.76
Parking Control Officer	719	27.82	29.21	30.68	32.21	33.82	35.51
Planning Secretary	723	36.51	38.33	40.25	42.27	44.38	46.60
Planning Technician I	714	38.36	40.27	42.29	44.40	46.62	48.95
Planning Technician II	721	40.29	42.31	44.43	46.65	48.98	51.43
Plumber	718	39.31	41.29	43.35	45.51	47.79	50.18

Pool Maintenance Specialist	723	36.51	38.33	40.25	42.27	44.38	46.60
Public Safety Engagement Officer	721	40.29	42.31	44.43	46.65	48.98	51.43
Purchasing Specialist I	702	33.90	35.60	37.37	39.25	41.20	43.27
Purchasing Specialist II	703	35.62	37.40	39.27	41.23	43.30	45.46
Records Management Coordinator	714	38.36	40.27	42.29	44.40	46.62	48.95
Recreation Center Supervisor I	715	42.34	44.46	46.68	49.02	51.46	54.04
Recreation Center Supervisor II	705	45.59	47.88	50.27	52.78	55.42	58.19
Recreation Coordinator	721	40.29	42.31	44.43	46.65	48.98	51.43
Recreation Coordinator I (Special Events)	721	40.29	42.31	44.43	46.65	48.98	51.43
Recreation Coordinator II (Special Events)	715	42.34	44.46	46.68	49.02	51.46	54.04
Recreation Permits Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Recreation Permits Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Recreation Program Supervisor	705	45.59	47.88	50.27	52.78	55.42	58.19
Recreation Reservations Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Recreation Reservations Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Resource Center Technician	709	34.75	36.49	38.31	40.23	42.23	44.35
Revenue Inspector	715	42.34	44.46	46.68	49.02	51.46	54.04
Sanitation Officer	712	41.31	43.37	45.54	47.81	50.20	52.72
Sanitation Services Coordinator	702	33.90	35.60	37.37	39.25	41.20	43.27
Senior Account Clerk I	702	33.90	35.60	37.37	39.25	41.20	43.27
Senior Account Clerk II	703	35.62	37.40	39.27	41.23	43.30	45.46
Senior Assisted Living Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Senior Assisted Living Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Senior Bus Driver	701	32.27	33.87	35.58	37.35	39.22	41.18
Senior Central Services Technician	702	33.90	35.60	37.37	39.25	41.20	43.27
Senior Clerk	717	30.71	32.25	33.86	35.56	37.33	39.20
Senior Code Compliance Specialist	705	45.59	47.88	50.27	52.78	55.42	58.19
Senior Construction Inspector	713	44.48	46.71	49.05	51.49	54.07	56.77
Senior Custodian	711	29.23	30.69	32.23	33.84	35.53	37.30
Senior Equipment Mechanic	721	40.29	42.31	44.43	46.65	48.98	51.43
Senior Events Services Coordinator	715	42.34	44.46	46.68	49.02	51.46	54.04
Senior Groundsworker	702	33.90	35.60	37.37	39.25	41.20	43.27
Senior Maintenance Worker I	714	38.36	40.27	42.29	44.40	46.62	48.95
Senior Maintenance Worker II	721	40.29	42.31	44.43	46.65	48.98	51.43
Senior Recreation Center Supervisor	725	49.10	51.56	54.13	56.84	59.69	62.66
Senior Storekeeper	702	33.90	35.60	37.37	39.25	41.20	43.27
Senior Tree Trimmer	718	39.31	41.29	43.35	45.51	47.79	50.18
Seniors Recreation Program Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Seniors Recreation Program Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04

Seniors Services Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Seniors Services Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Social Services Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Social Services Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Special Needs Recreation Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Special Needs Recreation Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Storekeeper	717	30.71	32.25	33.86	35.56	37.33	39.20
Systems Coordinator	721	40.29	42.31	44.43	46.65	48.98	51.43
Transportation Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Transportation Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04
Tree Trimmer I	708	28.52	29.94	31.44	33.02	34.67	36.40
Tree Trimmer II	727	33.07	34.73	36.46	38.28	40.21	42.21
Typist Clerk I	707	26.48	27.80	29.20	30.66	32.19	33.80
Typist Clerk II	719	27.82	29.21	30.68	32.21	33.82	35.51
Youth Services Officer	721	40.29	42.31	44.43	46.65	48.98	51.43
Youth Sports Coordinator I	721	40.29	42.31	44.43	46.65	48.98	51.43
Youth Sports Coordinator II	715	42.34	44.46	46.68	49.02	51.46	54.04

APPENDIX G
CITY OF CARSON
HOURLY SALARY SCHEDULE
AFSCME LOCAL 809
EFFECTIVE JUNE 24, 2026
(4% COLA)

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Account Clerk	701	33.56	35.22	37.00	38.84	40.79	42.83
Accounts Payable Specialist I	702	35.26	37.02	38.86	40.82	42.85	45.00
Accounts Payable Specialist II	703	37.04	38.90	40.84	42.88	45.03	47.28
Administrative Secretary	704	38.92	40.86	42.91	45.05	47.31	49.67
Adult Sports Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Adult Sports Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Animal Control Officer	727	34.39	36.12	37.92	39.81	41.82	43.90
Aquatics Program Supervisor	705	47.41	49.80	52.28	54.89	57.64	60.52
Assistant Event Coordinator	720	32.74	34.38	36.11	37.90	39.79	41.80
Assistant Facilities Maintenance Technician	708	29.66	31.14	32.70	34.34	36.06	37.86
Assistant Groundsworker	706	28.23	29.65	31.13	32.69	34.32	36.04
Assistant Maintenance Worker	707	27.54	28.91	30.37	31.89	33.48	35.15
Assistant Recreation Coordinator	709	36.14	37.95	39.84	41.84	43.92	46.12
Assistant Recreation Coordinator (Enrichment)	720	32.74	34.38	36.11	37.90	39.79	41.80
Assistant Recreation Coordinator (Reservations)	720	32.74	34.38	36.11	37.90	39.79	41.80
Assistant Tree Trimmer	706	28.23	29.65	31.13	32.69	34.32	36.04
Audio Visual Assistant	707	27.54	28.91	30.37	31.89	33.48	35.15
Bus Driver	717	31.94	33.54	35.21	36.98	38.82	40.77
Business License Specialist I	702	35.26	37.02	38.86	40.82	42.85	45.00
Business License Specialist II	703	37.04	38.90	40.84	42.88	45.03	47.28
Buyer	710	45.14	47.38	49.75	52.24	54.86	57.60
Central Services Technician	711	30.40	31.92	33.52	35.19	36.95	38.79
Code Enforcement & Collections Officer	713	46.26	48.58	51.01	53.55	56.23	59.04
Code Enforcement Aide	727	34.39	36.12	37.92	39.81	41.82	43.90
Code Enforcement Officer	712	42.96	45.10	47.36	49.72	52.21	54.83
Community Services Coordinator I (Youth & Family)	721	41.90	44.00	46.21	48.52	50.94	53.49
Community Services Coordinator II (Youth& Family)	715	44.03	46.24	48.55	50.98	53.52	56.20
Construction Inspector	715	44.03	46.24	48.55	50.98	53.52	56.20
Custodian	706	28.23	29.65	31.13	32.69	34.32	36.04
Division Secretary	709	36.14	37.95	39.84	41.84	43.92	46.12
Early Childhood Director	705	47.41	49.80	52.28	54.89	57.64	60.52

Early Childhood Instructor	717	31.94	33.54	35.21	36.98	38.82	40.77
Economic Development Liaison	701	33.56	35.22	37.00	38.84	40.79	42.83
Electrician	715	44.03	46.24	48.55	50.98	53.52	56.20
Employment & Business Development Asst.	717	33.56	35.22	37.00	38.84	40.79	42.83
Employment Specialist	721	41.90	44.00	46.21	48.52	50.94	53.49
Engineering Technician	718	40.88	42.94	45.08	47.33	49.70	52.19
Equipment Mechanic I	709	36.14	37.95	39.84	41.84	43.92	46.12
Equipment Mechanic II	704	38.92	40.86	42.91	45.05	47.31	49.67
Equipment Service Worker	720	32.74	34.38	36.11	37.90	39.79	41.80
Event Services Worker I	707	27.54	28.91	30.37	31.89	33.48	35.15
Event Services Worker II	719	28.93	30.38	31.91	33.50	35.17	36.93
Event Services Worker III	720	32.74	34.38	36.11	37.90	39.79	41.80
Events Services Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Events Services Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Facilities Maintenance Technician I	722	31.16	32.72	34.36	36.07	37.88	39.77
Facilities Maintenance Technician II	709	36.14	37.95	39.84	41.84	43.92	46.12
Graphic Designer I	709	36.14	37.95	39.84	41.84	43.92	46.12
Graphic Designer II	723	37.97	39.86	41.86	43.96	46.16	48.46
Groundsworker I	708	29.66	31.14	32.70	34.34	36.06	37.86
Groundsworker II	720	32.74	34.38	36.11	37.90	39.79	41.80
Heavy Equipment Operator	723	37.97	39.86	41.86	43.96	46.16	48.46
Housing & Homeless Coordinator	714	39.89	41.88	43.98	46.18	48.48	50.91
Human Services Assistant Coordinator	709	36.14	37.95	39.84	41.84	43.92	46.12
HVACTechnician	713	46.26	48.58	51.01	53.55	56.23	59.04
Innovation & Business Liaison	713	46.26	48.58	51.01	53.55	56.23	59.04
Irrigation Technician	709	36.14	37.95	39.84	41.84	43.92	46.12
IT Support Technician	708	29.66	31.14	32.70	34.34	36.06	37.86
Kids Club Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Kids Club Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Kids Club Site Director	717	33.56	35.22	37.00	38.84	40.79	42.83
Lead Facilities Maintenance Technician	704	38.92	40.86	42.91	45.05	47.31	49.67
Locksmith	704	38.92	40.86	42.91	45.05	47.31	49.67
Maintenance Worker I	719	28.93	30.38	31.91	33.50	35.17	36.93
Maintenance Worker II	720	32.74	34.38	36.11	37.90	39.79	41.80
Office Clerk	729	26.22	27.53	28.90	30.35	31.87	33.46
Painter	704	38.92	40.86	42.91	45.05	47.31	49.67
Parking Control Officer	719	28.93	30.38	31.91	33.50	35.17	36.93
Planning Secretary	723	37.97	39.86	41.86	43.96	46.16	48.46
Planning Technician I	714	39.89	41.88	43.98	46.18	48.48	50.91

Planning Technician II	721	41.90	44.00	46.21	48.52	50.94	53.49
Plumber	718	40.88	42.94	45.08	47.33	49.70	52.19
Pool Maintenance Specialist	723	37.97	39.86	41.86	43.96	46.16	48.46
Public Safety Engagement Officer	721	41.90	44.00	46.21	48.52	50.94	53.49
Purchasing Specialist I	702	35.26	37.02	38.86	40.82	42.85	45.00
Purchasing Specialist II	703	37.04	38.90	40.84	42.88	45.03	47.28
Records Management Coordinator	714	39.89	41.88	43.98	46.18	48.48	50.91
Recreation Center Supervisor I	715	44.03	46.24	48.55	50.98	53.52	56.20
Recreation Center Supervisor II	705	47.41	49.80	52.28	54.89	57.64	60.52
Recreation Coordinator	721	41.90	44.00	46.21	48.52	50.94	53.49
Recreation Coordinator I (Special Events)	721	41.90	44.00	46.21	48.52	50.94	53.49
Recreation Coordinator II (Special Events)	715	44.03	46.24	48.55	50.98	53.52	56.20
Recreation Permits Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Recreation Permits Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Recreation Program Supervisor	705	47.41	49.80	52.28	54.89	57.64	60.52
Recreation Reservations Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Recreation Reservations Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Resource Center Technician	709	36.14	37.95	39.84	41.84	43.92	46.12
Revenue Inspector	715	44.03	46.24	48.55	50.98	53.52	56.20
Sanitation Officer	712	42.96	45.10	47.36	49.72	52.21	54.83
Sanitation Services Coordinator	702	35.26	37.02	38.86	40.82	42.85	45.00
Senior Account Clerk I	702	35.26	37.02	38.86	40.82	42.85	45.00
Senior Account Clerk II	703	37.04	38.90	40.84	42.88	45.03	47.28
Senior Assisted Living Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Senior Assisted Living Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Senior Bus Driver	701	33.56	35.22	37.00	38.84	40.79	42.83
Senior Central Services Technician	702	35.26	37.02	38.86	40.82	42.85	45.00
Senior Clerk	717	31.94	33.54	35.21	36.98	38.82	40.77
Senior Code Compliance Specialist	705	47.41	49.80	52.28	54.89	57.64	60.52
Senior Construction Inspector	713	46.26	48.58	51.01	53.55	56.23	59.04
Senior Custodian	711	30.40	31.92	33.52	35.19	36.95	38.79
Senior Equipment Mechanic	721	41.90	44.00	46.21	48.52	50.94	53.49
Senior Events Services Coordinator	715	44.03	46.24	48.55	50.98	53.52	56.20
Senior Groundsworker	702	35.26	37.02	38.86	40.82	42.85	45.00
Senior Maintenance Worker I	714	39.89	41.88	43.98	46.18	48.48	50.91
Senior Maintenance Worker II	721	41.90	44.00	46.21	48.52	50.94	53.49
Senior Recreation Center Supervisor	725	51.06	53.62	56.30	59.11	62.08	65.17
Senior Storekeeper	702	35.26	37.02	38.86	40.82	42.85	45.00
Senior Tree Trimmer	718	40.88	42.94	45.08	47.33	49.70	52.19

Seniors Recreation Program Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Seniors Recreation Program Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Seniors Services Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Seniors Services Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Social Services Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Social Services Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Special Needs Recreation Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Special Needs Recreation Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Storekeeper	717	31.94	33.54	35.21	36.98	38.82	40.77
Systems Coordinator	721	41.90	44.00	46.21	48.52	50.94	53.49
Transportation Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Transportation Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20
Tree Trimmer I	708	29.66	31.14	32.70	34.34	36.06	37.86
Tree Trimmer II	727	34.39	36.12	37.92	39.81	41.82	43.90
Typist Clerk I	707	27.54	28.91	30.37	31.89	33.48	35.15
Typist Clerk II	719	28.93	30.38	31.91	33.50	35.17	36.93
Youth Services Officer	721	41.90	44.00	46.21	48.52	50.94	53.49
Youth Sports Coordinator I	721	41.90	44.00	46.21	48.52	50.94	53.49
Youth Sports Coordinator II	715	44.03	46.24	48.55	50.98	53.52	56.20

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Joshua Boudreaux, Director of Human Resources

Subject: CONSIDER RESOLUTION NO. 25-050 APPROVING AN UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) FULL-TIME UNION, LOCAL 1017 (CITY COUNCIL)

I. SUMMARY

The City Council previously approved the Memorandum of Understanding (MOU) between the City of Carson and the American Federation of State, County, and Municipal Employees (AFSCME) Union, Local 1017, through Resolution No. 23-115 on July 5, 2023.

Following the City Council's direction, the City's negotiations team engaged in good-faith bargaining, as required by state law, with representatives of the AFSCME Local 1017 Full-Time unit to draft and present a successor MOU for the 2024-2027 period. The attached resolution is submitted for City Council's approval for the proposed MOU covering the period from July 1, 2024, to June 30, 2027.

Additionally, the City's negotiation team is in the final stages of completing MOU's with AFSCME Local 809 Part-Time; as well as SEIU represented bargaining groups in the city (CPSA and AME).

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-050, " A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING THE UPDATED SUCCESSOR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CARSON AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 1017 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 1017 full time employees expired June 30, 2024. The parties began negotiating the successor MOU. The labor relation representatives of the City and AFSCME Local 1017 bargaining unit's have prepared the successor MOU by attached resolution for approval, adopting and implementation.

The City's negotiation team appreciates the time and effort that AFSCME Local 1017 bargaining unit representatives have devoted in achieving this successor MOU agreement. Staff also thanks the 1017 bargaining unit membership for their patience during this lengthy process to obtain an approved successor MOU. Through the negotiation process, the City's negotiation team was able to negotiate various terms and deal points. Namely, the most significant deal point 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 were agreed to with the bargaining unit and are included in Resolution No. 25-050 and the attached MOU (exhibit 1).

V. FISCAL IMPACT

There is no fiscal impact related to the adoption of this resolution and execution of this MOU, as all related costs were incorporated in the Fiscal Year 2024-2025 adopted budget.

VI. EXHIBITS

1. Resolution No. 25-050-MOU and Salary Tables AFSCME Local 1017 Full-Time

Attachments

Exhibit No.1-Resolution No. 25-050-MOU AFSCME Local 1017 Full-Time

RESOLUTION NO. 25-050

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 1017 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 1017 as the sole exclusive bargaining agent for those City employees designated as being in the "Confidential" employee bargaining 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 July 5, 2023 the City Council adopted Resolution No. 23-115, approving the successor memorandum of understanding between the City and AFSCME 809 for the period July 1, 2021 through June 30, 2024 ("AFSCME 1017 MOU"); and

WHEREAS, the City has recently updated the salary table for the AFSCME 1017 MOU and has also updated a few sections of the AFSCME 1017 MOU (collectively, "Updated AFSCME 1017 MOU"), such that the salary tables will be effective retroactively from the effective date of the AFSCME 1017 MOU from July 1, 2024; and

WHEREAS, AFSCME 1017 ratified the Updated AFSCME 1017 MOU by a vote of its membership, such that the Updated AFSCME 1017 MOU can be considered by the City Council; and

WHEREAS, the City Council now desires to approve the Updated AFSCME 1017 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 1017 MOU, a copy of which is attached hereto as Attachment 1 and authorizes the City Manager to execute the same.

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

Section 4. This Resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED and **ADOPTED** this 1st day of April, 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. 25-050, was passed and approved by the City Council of the City of Carson at its meeting held on April 1, 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Dr. Khaleah K. Bradshaw, City Clerk

ATTACHMENT 1

Updated AFSCME 1017 MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF CARSON

AND

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES UNION (AFSCME), LOCAL 1017 REPRESENTING THE CONFIDENTIAL EMPLOYEE BARGAINING UNIT OF THE CITY OF CARSON

JULY 1, 2024 – JUNE 30, 2027

ADOPTED BY RESOLUTION NO. 25-050

(RESCINDS AND REPLACES RESOLUTION NO. 18-137)

APPROVED APRIL 1, 2025

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Appendix A - AFSCME 1017 Monthly Salary Schedule effective July 1, 2024

Appendix B - AFSCME 1017 Monthly Salary Schedule effective July 1, 2025

Appendix C - AFSCME 1017 Monthly Salary Schedule effective July 1, 2026

ARTICLE I
RECOGNITION

The City of Carson (hereinafter the "City") recognizes the American Federation of State, County and Municipal Employees Union, Council 36, Local 1017 (hereinafter the "Union" or "AFSCME") as the sole exclusive bargaining agent for those City employees designated as being in the "Confidential" employee bargaining unit (hereinafter "Unit") for all matters concerning wages, hours and working conditions. Any reference hereinafter to "Unit member(s)" means those Unit members as established by Article II, Section 3 below and represented by AFSCME and thereby covered under this Memorandum of Understanding (hereinafter "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 City Resolution No. 85-107, the Employer-Employee Relations Resolution of the City of Carson (hereinafter the "EERR"). The Union recognizes the City Manager, his/her designee, and/or the City's Employee Relations Officer as the exclusive representatives of the City for purposes of negotiating this MOU. The City and the Union agree to make a good faith effort to ensure that all rules, policies and procedures are uniformly and consistently applied throughout the City service.

ARTICLE II
DEFINITION OF TERMS

The following terms, whenever used in this MOU, shall have the meanings set forth in this Article.

SECTION 1. - ACTING DUTY:

On a temporary basis, the performance by Unit members of the duties of a higher classification with a higher pay range than the pay range of their assigned classification.

SECTION 2. - CLASSIFICATION:

A position or group of positions sufficiently similar in respect to authority, duties and responsibilities that the same descriptive classification title is assigned.

SECTION 3. - CONFIDENTIAL EMPLOYEE:

An individual compensated through the City payroll and appointed to one of the following classifications and/or positions or those designated to be within the Unit by a City Council approved classification study and/or resolution.

Administrative Analyst (Exempt) – City Manager's Office, Human Resources
Administrative Secretary (to the Directors)
Assistant to the City Manager (Exempt)
Council Office Coordinator
Deputy City Clerk
Division Secretary - Human Resources
Employment Services Clerk
Executive Assistant

Human Resources Analyst (Exempt)
Human Resources Assistant
Human Resources Manager (Exempt)
Human Resources Specialist
Management Assistant
Payroll Supervisor
Payroll Specialist I
Payroll Specialist II
Principal Administrative Analyst (Exempt)
Public Information Manager (exempt)
Risk Management Analyst (Exempt)
Risk Manager (Exempt)
Risk Management Specialist
Senior Administrative Analyst (Exempt) – City Manager's Office
Senior Clerk - City Manager's Office
Senior Human Resources Analyst (Exempt)
Senior Human Resources Assistant
Senior Human Resources Specialist
Senior Risk Management Analyst (Exempt)
Sustainability and Innovation Manager (Exempt)

SECTION 4. - DAY:

A calendar day, unless otherwise designated.

SECTION 5. - DEPARTMENT DIRECTOR:

An individual assigned to any of the following classifications: Director of Finance, Director of Public Works, Director of Community Development, Director of Community Services, Director of Human Resources, Director of Information Technology and Security, and 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:

An employee's spouse, domestic partner, children, 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:

A City employee appointed to any 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 City employee 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 a classification and designated to be within this Unit for labor bargaining purposes.

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 12:00 a.m. (00:00 military time) on Saturday and ends at 11:59 p.m. (23:59 military time) on the following 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:

1.1 FY 2024/2025 6% Cost-of-living-adjustment (COLA) (Retroactive, effective July 1, 2024)

1.2 FY 2025/2026 4% COLA (effective July 1, 2025)

1.3 FY 2026/2027 4% COLA (effective July 1, 2026)

SECTION 2. - LONGEVITY PAY:

2.1 The City agrees to continue to pay Unit members two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining fifteen (15) years service credit.

2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty (20) years service credit.

2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty-five (25) years service credit.

2.4 In addition to the longevity pay in Sections 2.1, 2.2 and 2.3 above, the City agrees to pay Unit members an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining thirty (30) years.

SECTION 3. - ACTING DUTY PAY:

3.1 The City Manager, or his/her designee, may appoint a Unit member to acting duty status to perform the duties of a higher classification that is vacant, either permanently or temporarily, or newly created, subject to all of the provisions of Section 3 herein.

3.2 To be eligible for an Acting Duty status, Unit members must meet the minimum qualifications of the job for the acting assignment. A Unit member may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. Only Unit members in good

standing, e.g. not currently rated unsatisfactory, not currently on a work improvement plan/performance improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty.

3.3 An acting duty appointment may be effective for a period of up to ninety (90) days, except for special circumstances as defined by the City Manager, or his/her designee. The City Manager, or his/her designee, may extend an acting duty appointment, at their sole discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities.

3.4 A Unit member appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the Unit member's prevailing pay rate immediately prior to acquiring acting duty status.

3.5 A Unit member appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification.

3.6 While serving in acting duty status a Unit member shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the Unit member's regular classification. These adjustments or advancements may cause a Unit member's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in this section 3.5 of Article III.

3.7 A Unit member appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).

3.8 A Unit member has the right to refuse or discontinue any acting duty assignment within 72-hours written notice to the Unit member's Director with a "cc" copy to the Human Resources Director.

3.9 A Unit member may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.

3.10 A Unit member may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.

3.11 Unit members that are appointed to acting duty in positions that are FLSA exempt from overtime, will not be subject to those provisions provided by the FLSA and will receive overtime compensation.

3.12 A Unit member in an acting duty appointment shall not receive leave and holiday pay at the acting rate. The acting rate will only be paid for actual hours worked by the Unit member in the acting duty appointment.

3.13 The City acknowledges the importance of allowing full-time employees the opportunity to learn the duties of a higher classification that is vacant, and agrees to prioritize the appointment of full-time unit members to acting duty status to perform the duties of a higher classification that is

vacant. The City shall not employ AFSCME Local 809 part-time employees in any vacant or newly created budgeted position or for a temporary assignment where an acting appointment could be offered to a full-time Unit member. However, when no qualified full-time Unit member is available, the City Manager or his/her designee may employ a qualified temporary or contract employee when a particular expertise or skill is needed. Temporary and contract employees under this provision shall be appointed for only 960 hours per fiscal year.

3.14 The City shall continue a citywide policy of rotating acting duty appointments, based on the following order: 1) from the current employment eligibility list, 2) from a list of Unit members, within the respective division, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 3) from a list of Unit members, within the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, 4) from a list of Unit members, from outside the respective work group, in the immediately subordinate classification(s) of the vacant position, ranked by seniority, An acting appointment from outside the work group can only be made upon the approval of the Directors of the two affected work groups. The rotation of acting appointments should be used for all periods exceeding ninety (90) calendar days, unless extended by the City Manager or his/her designee. Upon completion of the acting assignment, the Unit member will be placed at the bottom of the acting rotation list. For a Unit member that was previously not eligible for acting duty but subsequently becomes eligible, their name will be added to the rotation list in seniority order. Copies of acting duty rotation lists should be provided to both Human Resources and Payroll. Unit members may submit a statement of exception to the City Manager, or his/her designee, if the rotation of acting duty appointments as stated within section 3 is not followed. The City Manager or his/her designee may suspend the rotation of acting assignments when deemed necessary.

3.15 A Unit member on an acting duty rotation list may only be by-passed by receipt of written memorandum from the Unit member's Director to the Unit member stating the reasons for omission from this round of acting duty. Such notice shall be provided within one week. The memo shall state whether the Unit member is being placed on the bottom of the list i.e. to gain more experience, etc. or whether they are being left at the top of the rotating list for the next available acting assignment i.e. a shorter term acting assignment. A Unit member may not be removed from an acting duty eligibility list without their written permission.

3.16 When a Unit member is appointed to an acting position, his regular position will not be automatically filled by a subordinate Unit member in an acting capacity (cascading acting) unless the anticipated work load in that unit will be sufficient to warrant this action. This decision will be made in consultation with the division's supervisors, manager and the work group's Director.

3.17 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Human Resources Director prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

3.18 Although Unit members may be given the opportunity to accept an acting duty assignment, the placement in acting duty assignments will not negate the need to meet the required minimum qualifications of the position during the recruitment process for that position.

3.19 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.

SECTION 4. - ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE:

4.1 The City agrees to provide Unit members whose classification is designated exempt and the classifications of Executive Assistant, Risk Manager, Payroll Supervisor, Sustainability and Innovation Manager, Public Information Manager, Human Resources Manager, and Deputy City Clerk with seven hundred fifty dollars ($750.00) payable in the first quarter of the fiscal year, as an allowance towards expenditures for professional development**.** Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or Union fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

4.2 The City agrees to provide Unit members not specified in Article III, Section 4.1 above or Section 4.3 below, with four hundred dollars ($400.00), payable in the first quarter of each fiscal year, as an allowance towards expenditures for professional development. Professional development expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software, books, reference publications or other educational materials; professional membership or Union fees; or any other expenses which promote the professional development of the Unit member and promote the best interests of the City.

4.3 The parties agree to eliminate the existing three hundred dollars ($300.00) annual Professional Development Allowance for classifications of Administrative Secretary, Division Secretary, and Sr. Clerk beginning FY 2015/16 in exchange for a salary increase of three hundred forty-two dollars ($342.00) for all represented members employed in those classifications as of the effective date of June 20, 2015.

SECTION 5. - SALARY ADVANCEMENT:

5.1 Advancement shall mean a pay rate increase given to a Unit member contingent upon merit and performance, within the pay range established for the Unit member’s classification. A Unit member's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.

5.2 In addition to those conditions provided for in the City’s Standard Management Procedures (“SMPs”), Unit members shall be eligible for advancement when their length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Salary Step 1	Monthly Salary Step 2	Monthly Salary Step 3	Monthly Salary Step 4	Monthly Salary Step 5	Monthly Salary Step 6
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step 3	After at least 12 months in Step 4	After at least 12 months in Step 5

5.3 If a Unit member's performance evaluation has not been completed, discussed with the Unit member and received by Human Resources by the merit date, the merit increase will be processed as scheduled.

5.4 The City Manager, at his/her sole discretion, or upon the recommendation of a Director, the City Clerk or City Treasurer, as applicable, may grant an accelerated merit pay increase for exceptional job performance. Such merit pay increase shall not be governed by the required service time differential required by subsection 5.2 above. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase "outstanding job performance" shall mean a Unit member whose performance evaluations are current, and who received an "outstanding" rating on his/her most recent performance evaluation.

5.5 The City shall retain its flexibility to hire and/or promote Unit members with exceptional skills or qualifications at a pay rate above Step 1.

SECTION 6. - ALLOWANCE FOR MILEAGE:

6.1 The City shall reimburse Unit members for use of their personal automobiles for official City business at the current IRS rate, as adjusted annually, plus any parking fees or tolls associated with City business.

6.2 Reimbursement for mileage and related fees shall be made through submission of a petty cash reimbursement form and mileage reimbursement form to the City Treasurer's office. Such reimbursements may not exceed seventy-five dollars ($75.00). Reimbursements exceeding seventy-five dollars ($75.00) must be reimbursed through the City's demand register process.

6.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18, or any SMP which may be subsequently adopted.

SECTION 7. - REDEMPTION OF ACCUMULATED LEAVE:

Eligible Unit members covered by this MOU may redeem up to one hundred forty (140) hours of any accumulated leave in each fiscal year of this MOU. The redemption shall be subject to the following conditions:

7.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

7.2 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. - OVERTIME COMPENSATION:

Except for exempt Unit members, the City shall provide Unit members with overtime compensation subject to the Fair Labor Standards Act and the following conditions:

8.1 Unit members shall receive either pay, calculated at one and one-half (1½) times their prevailing pay rate, or compensatory leave credited at one and one-half (1½) hours, for each hour of overtime worked. The City Manager, their Director, the City Clerk, or the City Treasurer, as applicable, shall have the exclusive authority to schedule and authorize overtime work and the City shall not compensate Unit members for unauthorized overtime work. The choice between overtime pay or compensatory time will generally be allowed to be made at the discretion of the Unit member unless, with reasonable notice, the City determines that the Unit member must receive compensatory time, or unless not otherwise allowed by the Fair Labor Standards Act, as determined by the City.

8.2 Except as otherwise provided, overtime work shall be:

a. Work performed in excess of eight (8) hours in a workday in a five (5) day workweek;

b. Work performed in excess of ten (10) hours in a four (4) day workweek;

c. Work performed on the first, second or third scheduled days of rest; and

d. Work performed at a time other than the scheduled shift.

8.3 For purposes of determining a Unit member's eligibility for overtime compensation only, authorized paid leave shall be considered as hours of work.

8.4 When the City Manager or a Director declares that a state of emergency, including one declared by the Governor exists and requires that Unit members work more than four (4) hours between midnight and 8:00 a.m., such Unit member shall receive, at the discretion of the City Manager or Director, either overtime pay calculated at two and one-half (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 Director requires that a Unit member work more than eight (8) hours during an emergency, such Unit members shall not return to work for at least eight (8) hours following the completion of their emergency work. Unit members shall use their own accrued leave or choose to be unpaid if they are required to be off during their regular work schedule after working more than eight hours during an emergency. This section does not apply to hours worked between midnight and 8:00 a.m. if the hours worked are due to a schedule change during a declared state of emergency lasting more than twenty-four (24) hours.

8.5 Unit members called in to work at a time other than their scheduled shift shall receive overtime compensation for a minimum of two (2) hours regardless of the number of hours actually worked, except that if an Unit member does not report for work within thirty (30) minutes after

being called in, such Unit member shall not be entitled to the two (2) hour minimum compensation, but shall be compensated only for the time actually worked.

8.6 Overtime for hours in excess of eight (8) or ten (10) hours in a day shall be paid to all Unit members, including exempt Unit members, who incur overtime hours related to the absentee voter process during the conduct of municipal elections, provided that the City may submit claims to the State Controller's Office for reimbursement of costs incurred for state-mandated cost programs.

SECTION 9. - PAYCHECK DISTRIBUTION:

9.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, the Union shall be advised thirty (30) working days in advance.

9.2 Check distribution shall be through mandatory direct bank deposits except for Unit members who cannot obtain a checking or savings account. Proof and/or verification of inability to open a savings or checking account must be presented to the Human Resources Department Director and the Finance Department Director to be granted exception.

9.3 The City does not permit payroll check advances.

SECTION 10. - OVERPAYMENT REMEDY:

Unit members covered herein shall reimburse the City for any overpayment of wages or benefits. Unit members shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies the affected Unit member in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Unit member payroll check following overpayment notification, or by other reasonable repayment method acceptable to the Unit member and the City, except that the lump-sum deduction shall be required if the next subsequent Unit member payroll check is the final or termination check issued to the affected Unit member. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify any Unit member of an overpayment, does not waive the City's right to repayment.

SECTION 11. - BILINGUAL USAGE PAY:

11.1 The Human Resources Director may authorize compensation to a Unit member for using bilingual skills during the course of work upon receipt of a written justification from the City Manager, their Director, the City Clerk or the City Treasurer, as applicable.

11.2 Unit members required to use bilingual skills during the course of work may petition for bilingual usage pay by submitting written justification, approved by the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, to the Human Resources Director.

11.3 Bilingual usage pay shall be one hundred dollars ($100.00) per month.

11.4 The City may, at its discretion, test Unit members for proficiency in a second language in order for such Unit members to receive bilingual usage pay.

11.5 No Unit member may qualify for more than one "second" language or more than one bilingual usage pay at any given time.

SECTION 12. - COURT SUMMONS/SUBPOENA/JURY DUTY:

12.1 Summons and Subpoenas

a. Any Unit member summoned to provide testimony on behalf of the City, or at the direction of the City Manager, City Attorney or any Director, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any arbitration or mediation, shall be paid their prevailing pay rate during such court service. Exempt employees shall not be paid over and above their prevailing salary for attending court proceedings during non-regular work hours.

b. Any Unit member appearing to provide testimony on behalf of himself/herself, or summoned to provide testimony on behalf of any other Unit member or on behalf of any third party, in any municipal, superior or federal court proceeding, in any administrative proceeding before any local, federal or state agency, board or commission, or in any mediation or arbitration, shall be required to use approved accrued leave time, or shall take time off as approved leave without pay.

12.2 Jury Duty

Pay for jury service shall be limited to ten (10) working days in any one calendar year. Payment for jury duty shall be limited to those workdays, or portions of workdays, which fall during the Unit member's regular work schedule, and shall not exceed forty (40) hours in any workweek.

SECTION 13. - HOLIDAY COMPENSATION:

13.1 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 City Manager, their Director, the City Clerk or the City Treasurer, as applicable, to work in order to maintain City services. Unit members required to work shall be paid according to subsection 13.2 below.

13.2 Unit members required to work on a holiday shall receive, at the discretion of the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, either pay, calculated at one and two-half (2½) times their prevailing pay rate, or compensatory leave, credited at one and two-half (2½) hours, for each hour worked on the holiday.

SECTION 14. - 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 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.

14.1 At the Unit member's election, the payment for unused sick leave may be converted to equivalent annual leave.

14.2 The Unit member shall indicate election by written request to the Finance Department Director on the City leave request form on or before January 15 of the succeeding calendar year. Payment for unused sick leave or the posting of annual leave shall be done on or before February 15 of each succeeding year as indicated above.

14.3 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.

14.4 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 so converted is earned. The Unit Member must have minimum of two hundred forty (240) hours of sick leave credits on December 31 of each year in order to qualify for the conversion benefit.

SECTION 15. - DIRECT LEAVE DONATION:

In accordance with the Person to Person Leave Donation Standard Management Procedure (SMP), Unit members may donate up to 25% of any combination of their accrued leave hours, provided the donation leaves the Unit member with at least a combined balance of one hundred (100) hours of the combined leave. These donated hours, as approved by the City, are limited to 320 hours in a two year period and shall accrue directly to the donated sick leave bank of any designated active Full-Time employee of the City. In order for a Unit member to qualify for the person to Person Leave Donation program, the Unit member must have exhausted all of his/her own accrued leave balances. Under certain circumstances, as spelled out by the Person to Person Leave Donation SMP, unused donated leave will be returned to donating Unit members. The City will establish a separate leave code for donated leave separate from the sick leave. Employee solicitation of donations is allowed.

SECTION 16. - 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 17- JOB SERIES:

For Payroll Specialist job series (and any job series later established) The Payroll Specialist application to a Payroll Specialist II will be honored retroactively in accordance with the below procedures. (Language from 809 mou)

17.1 The City has established a Job Series Program to include selected AFSCME 1017 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).

17.2 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.

c. Current Performance Evaluation:

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.

ARTICLE IV
LEAVES

SECTION 1. - ANNUAL LEAVE:

The City shall provide Unit members with annual leave subject to the following conditions:

1.1 Annual leave is a period of approved absence with pay from regularly scheduled work which is not properly chargeable to some other category of leave.

1.2 The City Manager, the Unit member's Director, the City Clerk or the City Treasurer, as applicable, has the exclusive authority to preapprove use of annual leave. Unless the Unit member's use of annual leave interferes with work group operations, the City Manager, the Unit Member's Director, the City Clerk or the City Treasurer, as applicable, shall permit a Unit member to use annual leave at the Unit member's discretion. Unit members shall be credited with annual leave at the following rates:

a. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof from the date of appointment;

b. Fifteen and thirty-three hundredths (15.33) hours for each month of service or major portion thereof upon commencement of the Unit member's sixth year of service; and,

c. Eighteen and sixty-six hundredths (18.66) hours for each month of service or major portion thereof upon commencement of the Unit member's eleventh year of service.

d. Upon the twentieth anniversary date Unit members will be credited with ten (10) hours of annual leave, in addition to the credit under subsection 1.2c above.

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 subsection 1.2c & 1.2d above.

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 subsection 1.2c, 1.2d, and 1.2e above.

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 subsections 1.2c, 1.2d, 1.2e, and 1.2f above.

1.3 Unit members may use annual leave only after satisfactorily completing their initial and/or extended probationary period.

1.4 Unit members shall not use less than one (1) hour of annual leave at any time.

1.5 The cap for unit members' annual leave shall be five hundred (700) hours of annual leave. Unit members may temporarily accrue above the cap limit but must cash out their annual leave quarterly to maintain the cap limit. Accordingly, the annual cash out maximum is 120 hours.

1.6 When a Unit member separates from the City service for any reason, the City shall compensate the Unit member for all accrued 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 his/her separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. - SICK LEAVE:

The City shall provide Unit members with sick leave subject to the following conditions:

2.1 Unit members shall be credited with sick leave at the rate of ten (10) hours of sick leave for each month of service or major portion thereof. Unit members shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

2.2 Unit members hired on or before November 7, 2018 may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. Unit members hired after November 7, 2018 may accrue a maximum of eleven hundred (1,100) hours of sick leave. Unit members may use accrued sick leave only after completing their initial month of service.

2.3 Unit members may not use sick leave at their discretion, but only in cases of actual sickness, illness, injury or quarantine of the Unit member or actual sickness, illness, injury or quarantine of the Unit member's immediate family, or for bereavement. Sick leave may be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the Unit member or his/her immediate family. Unit members shall also use any accrued sick leave for leave necessitated as the result of pregnancy disability under California Government Code Section 12945, family medical leave under California Government Code Sections 12945.2 and 12945.3 (the Moore-Brown-Roberti Family Rights Act), 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act), or leave under the Americans with Disabilities Act or California Fair Employment and Housing Act.

2.4 When a Unit member wishes to use accrued sick leave, the Unit member shall notify the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless the Unit member is incapacitated and physically unable to provide the required notification. Unit members on sick leave shall regularly inform the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, of their physical condition.

2.5 When a Unit member uses sick leave, the Unit member will complete and submit a signed leave request form stating the need for such sick leave, including partial day absences. When a Unit member uses sick leave in excess of three (3) consecutive working days and there is a pattern of absenteeism, the City may require a Unit member to present upon return to work a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.

2.6 When a Unit member separates from the City service for whatever reason the Unit member shall be compensated for one-half (½) the value of accrued sick leave. 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. A rejected probationary Unit member shall not be paid for any accrued sick leave. Sick leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

2.7 Unit members failing to satisfactorily complete their probationary period or who resign during their probation period must reimburse the City for utilized sick leave. Sick leave may not be used in increments of less than one hour. Unit members may use accrued sick leave only after completing their initial one (1) month of service.

2.8 The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, may only approve the use of other leaves in lieu of sick leave when a Unit member has no sick leave available and the need for such leave is due to a serious health condition of the Unit member or his/her immediate family.

SECTION 3. - HOLIDAY LEAVE:

The City shall provide Unit members with the following fourteen (14) holidays with pay subject to the following conditions:

2.9 January 1st (New Year's Day)
The third Monday in January (Dr. Martin Luther King Jr. Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8th (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
June 19th (Juneteenth)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25th (Larry Itliong Day)
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas)
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday

2.10 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unit members annual leave balance. When any day designated as a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When any day designated as a holiday falls on the Unit member's regular day off, the Unit member will have the option to take the workday prior to or the workday after the holiday, in observance of the holiday, or have the ten (10) hours of holiday leave converted to annual leave and added to the Unit members annual leave balance. In order to be paid for a holiday or receive the leave conversion, the Unit member must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unit member is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. A Unit member shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unit member during his or her regularly-scheduled workday immediately before or after the holiday.

2.11 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, the Unit member must use such additional holiday leave when granted, and such leave cannot be accrued. Unit members absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. A Unit member shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unit member during his or her regularly-scheduled workday immediately before or after the half-day holiday.

2.12 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred forty (140) hours annually regardless of a Unit member's work schedule.

2.13 When a Unit member is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.

2.14 Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday and holiday hours will be renegotiated to ensure that all Unit members accrue the same number of holiday hours.

SECTION 4. - ADMINISTRATIVE LEAVE:

The City shall provide exempt Unit members with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

4.1 Unit members who are designated exempt shall be credited with ten (10) hours of administrative leave per month. Exempt Unit members may accrue a maximum of one hundred eighty (180) hours of administrative leave.

4.2 Use of administrative leave shall require the prior written approval of the City Manager, the Director, the City Clerk or the City Treasurer, as applicable. The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, shall permit administrative leave to be used at the discretion of the Unit member, unless the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, determines that the Unit member's use of administrative leave on the date and/or times requested interferes with work group operations.

4.3 When a Unit member who is exempt separates from the City service for any reason, the City shall compensate the Unit member for all accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of his/her separation from City service. Administrative leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

4.4 Unit members shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 5. - COMPENSATORY LEAVE:

The City shall provide Unit members not exempt from the provisions of the Fair Labor Standards Act with compensatory leave subject to the following conditions:

5.1 A Unit member shall not use less than one (1) hour of compensatory leave at any time.

5.2 Unit members may accrue a maximum of 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 City Manager, the Director, the City Clerk or the City Treasurer, as applicable. The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, shall permit compensatory leave to be used at the discretion of the Unit member, unless the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, 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 City Manager, their Director, the City Clerk or the City Treasurer, as applicable.

5.4 When a Unit member separates from the City service for any reason, the City shall compensate the Unit member for all accrued compensatory leave. The value of accrued compensatory leave shall be calculated using the Unit member's prevailing pay rate, plus longevity pay on the date of his/her 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. - WORKERS' COMPENSATION LEAVE:

The City will provide Unit members with workers' compensation coverage and leave in accordance with California Workers' Compensation Law.

6.1 Except as otherwise provided, Unit members disabled by bodily injury or sickness in the course and scope of employment shall be paid their regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers' compensation administrator terminates workers' compensation leave due to payment of a "compromise and release" settlement, a disability and/or service retirement, the Unit member returning to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time the disabled Unit member is receiving the 17 weeks of paid Workers' Compensation leave, the Unit member shall continue to accrue annual leave, sick leave, seniority and tenure, for purposes of pay adjustments or advancements.

6.2 Unit members who are still disabled after seventeen (17) weeks, may apply for long term disability leave and long term disability benefits in accordance with Article V, Section 4.

6.3 The City shall make all reasonable efforts to provide Unit members with light duty assignments when the Unit member is still disabled after seventeen (17) weeks from the date of disability.

6.4 As used in this Section 6, the term "disabled" or "disability" shall have that meaning set forth in California Workers' Compensation law.

6.5 If in the opinion of the City, the City's claims administrator, or the Workers' Compensation Appeals Board, a Unit member has been found by a physician to be permanently, physically incapable of performing the essential duties of the currently held position, the City may place the Unit member into another vacant position of an equal or lower level. The Unit member must be able to perform the essential duties of that position. Nothing herein shall be construed to prevent such Unit member from applying for and competing for a position of a higher class.

SECTION 7. - MILITARY LEAVE:

The City shall grant military leave to Unit members as provided in California Military and Veterans Code Sections 389 through 395.

SECTION 8. - BEREAVEMENT LEAVE:

A Unit member will be allowed to use up to thirty (30) 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, son-in-law, daughter-in-law, parent, step parent, parents-in-law, brother, brother-in-law, sister, sister-in-law, grandparent, or grandchild. Bereavement leave does not accrue, nor can it be cashed out if not used by the Unit member.

SECTION 9. - LEAVE OF ABSENCE WITHOUT PAY:

9.1 The City Manager has the exclusive authority to approve a Unit member's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unit member provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of eight (8) working days or less, the Unit member shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, the Unit members shall be reassigned to their former classification. A leave of absence without pay will not be granted in excess of one (1) year. Unit member shall be responsible for paying for the cost of his/her benefits from the COBRA effective date.

9.2 The City Manager has the authority to grant or deny a Unit member's request for leave of absence from work without pay, except that the City Manager shall not unreasonably deny a request for unpaid leave due to the medical disability of the Unit member or a member of his/her immediate family. In accordance with federal and/or state laws, the City has the right to grant an Unit member's request for up to twelve (12) weeks of unpaid, job protected leave to eligible Unit members for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA) and/or California Family Rights Act (CFRA).

9.3 The continuation of City paid benefits period for Unit members on leave without pay for medical reasons shall be 90 days or longer in accordance with FMLA, CFRA and Pregnancy Disability Leave (PDL). Those Unit members not covered by FMLA, CFRA, or PDL shall not be eligible for the 90 days or longer continuation of City paid benefits.

9.4 The City shall not grant an unpaid leave in excess of one (1) year for Unit members with five (5) years or less tenure, or in excess of three (3) years for Unit members with more than ten (10) years tenure. A Unit member on an unpaid leave for sixty-one (61) days or more shall not accrue seniority or tenure for that portion of the leave over sixty (60) days. 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. The Unit member requesting the leave shall state in writing the reasons for the request.

SECTION 10. - TIME OFF FOR VOTING:

The City shall provide Unit members with time off for voting subject to the following conditions:

10.1 When an Unit member claims not to have sufficient time outside of working hours to vote at a statewide election, the Unit member may, without loss of pay, and with the approval of the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, take off up to two (2)

working hours, which when added to the voting hours available outside of working hours will enable the Unit member to vote. The City Manager, their Director the City Clerk or the City Treasurer, as applicable, may not authorize a Unit member to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unit member the most time for voting and the least time off from work.

10.2 If the Unit member knows or has reason to believe that time off for voting shall be necessary on Election Day, the Unit member shall provide written notification to the City Manager, their Director, the City Clerk or the City Treasurer, as applicable, of that fact at least two (2) work days in advance.

SECTION 11. - LUNCH PERIOD:

An uninterrupted, uncompensated lunch period of no less than thirty (30) minutes or longer than one (1) hour will be afforded to Unit members. The lunch period may not be combined with the rest periods or used to compensate for a late arrival or early departure from work unless approved by the City Manager, their Director, the City Clerk or the City Treasurer, as applicable.

SECTION 12. - REST PERIOD:

The City Manager, their Director, the City Clerk or the City Treasurer, as applicable, shall provide Unit members with a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Unit members may not use the rest period to compensate for a late arrival or early departure from work. Rest periods shall have no monetary value and shall be forfeited if not used during the work day.

SECTION 13. - FLEXIBLE WORK SCHEDULES:

The City will work with Unit members to achieve flexibility in work schedules to accommodate special needs in areas such as: childcare, eldercare or education. These accommodations can be made whenever they can be done without causing hardship on the work unit. The allowable work schedule flexibility shall be restricted to those that can be made within the work day, 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.

ARTICLE V
INSURANCE AND RETIREMENT BENEFITS

SECTION 1. - HEALTH INSURANCE PREMIUM:

1.1 Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region for each Unit member and eligible dependents.

1.2 [RESERVED]

1.3 The cafeteria cap on the use of excess monies shall be two hundred dollars ($200.00) per month for all Unit members.

1.4 Unit members shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long term care insurance offered by the City.

1.5 Unit members electing to discontinue or not electing health insurance coverage shall receive seventy-five percent (75%) of the lowest 2-party premium, to be put into a City-sponsored deferred compensation plan credited to the Unit member. Unit members currently receiving a higher amount than seventy-five percent (75%) of the lowest 2-party premium shall continue to receive the same amount to be placed into a City sponsored deferred compensation plan credited to the Unit member. Unit members may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

1.6 Unit members covered by this section shall have their choice of plans provided by the California Public Employees Retirement System (CalPERS), which are available in this service area.

1.7 Spouse and dependent coverage shall continue to be available as provided through CalPERS. A Unit member's spouse and dependent children under age twenty-six (26), as well as children over age twenty-six (26) who are incapable of supporting themselves due to physical or mental disabilities existing prior to obtaining age twenty-six (26) are currently eligible to be enrolled in the CalPERS health plans. This section will be in effect for the duration of this MOU, subject to any contract changes by CalPERS. 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.

1.8 Eligible retired Unit members shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Unit members hired prior to 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 for eligible retired Unit members' health insurance in the same monthly amount as provided for active full-time Unit members for the term of this MOU. For Unit members hired on or after 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 eligible retired Unit members’ health insurance in accordance with the following schedule:

Full-Time service with Carson at time of retirement	% of difference between the required minimum contribution and the amount the City pays for active Unit members
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%

8 years	80%
9 years	90%
10 years	100%

SECTION 2. - DENTAL INSURANCE PREMIUM:

2.1 The City shall pay up to, but not exceed, the amount of eighty-seven dollars ($87.00) per month for dental insurance provided by the City for each Unit member and his/her eligible dependents.

2.2 Unit members may elect to discontinue or not enroll in the dental insurance program provided that they submit written proof of equivalent coverage. Unit members electing to discontinue or not enroll in the dental insurance program shall receive sixty-five percent (65%) or fifty-six dollars and fifty-five cents ($56.55) to be placed into a City-sponsored deferred compensation plan credited to the Unit member. Effective the month following the adoption of the MOU, Unit members electing to discontinue or not enrolling 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.

2.3 The City and AFSCME agree to meet and confer to develop a solution to select a program that will not exceed the budgeted funds for the dental program.

SECTION 3. - LIFE INSURANCE COVERAGE:

The City agrees to provide each full-time Unit member with term life insurance coverage of not less than one hundred thousand ($100,000.00), subject to the requirements of the insurance carrier. A Unit member shall have the right to purchase supplemental term life insurance, up to the appropriate limit, using monies remaining from the monthly sum originally provided by the City for the Unit member's health insurance with any balance to be paid at the Unit member's expense, subject to the requirement of the insurance carrier. The City shall continue to offer additional life insurance programs already offered for Unit member purchase.

SECTION 4. - SHORT/LONG TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for each full-time Unit member ("covered Unit member") under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interest, after meeting and consulting with the bargaining unit.

4.2 The City shall provide short term disability insurance (or "STD") benefits for each covered Unit member solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for each covered Unit member under the terms, requirements and conditions compatible with the City's LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.

4.3 After a maximum of a 90-day waiting period:

a. A covered Unit member who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate (not including special compensation) to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and

b. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate (not including special compensation) to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave for twenty-four (24) months. A covered Unit member who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65).

c. Except as required by applicable law, there shall be no reduction of LTD or STD benefits for a workers' compensation award for permanent disability. In no case shall a Unit member on workers' compensation receive short-term or long-term disability benefits and worker's compensation salary continuation or temporary disability benefits simultaneously.

d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.

e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.

b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether a covered Unit member is disabled from his or her own occupation, shall be determined by the insurance carrier, not by the City.

4.5 For injuries and other disabilities covered under California workers compensation laws, Unit members shall be paid their base pay rate (not including special compensation) for up to seventeen (17) weeks from the date of such disability ("workers compensation leave") or until the City's workers compensation administrator terminates workers compensation leave either due to payment of a "compromise and release" settlement, a disability and/or service retirement,

the Unit member returns to work, or a refusal by the Unit member to return to work following a determination by a physician that the Unit member is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unit member's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If a Unit member is approved for workers' compensation leave, the Unit member shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unit members who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan described in section 4.1, above.

4.6 While on short term or long term disability, Unit members may use sick leave, comp time, administrative leave, or annual leave to bring them to 100% of their prevailing pay rate in conjunction with the disability benefit. The use of accrued leave shall be in order specified herein.

SECTION 5. - CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS):

5.1 For those Unit members hired before the effective date of the CalPERS contract amendment providing for a tiered retirement benefit, the City shall include Unit members in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

i. The optional contract provision relating to one (1) year final compensation;

ii. The optional contract provision relating to military service credit as public service;

iii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

iv. The optional contract provision relating to two years additional service credit.

v. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

vi. 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 contribution.

5.3 For those Unit members hired on or after the effective date of the CalPERS contract amendment (May 6, 2011) providing for a tiered retirement benefit, and defined by Assembly Bill 340 – Pension Reform as "Classic Members", the City shall include such Unit members in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

i. The optional contract provision relating to one (1) year final compensation;

ii. The optional contract provision relating to military service credit as public service;

iii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

iv. The optional contract provision relating to two years additional service credit.

v. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

vi. 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 contribution.

5.5 For those Unit members hired on or after January 1, 2013, defined by Assembly Bill 340 – Pension Reform, as "New Members", the City shall include such Unit members in the CalPERS "2% at 62" Plan with a three year final compensation period, and with the following optional contract provisions:

i. The optional contract provision relating to military service credit as public service;

ii. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

iii. The optional contract provision relating to two years additional service credit.

iv. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Unit member's own cost.

v. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.6 "New Members" shall pay the full percentage of the member contributions.

SECTION 6. - DEFERRED COMPENSATION PROGRAM:

6.1 The City shall continue to sponsor deferred compensation programs.

6.2 The City agrees to match the amount, dollar for dollar, per calendar year, contributed to the Unit member's deferred compensation account, as follows.

a. One Thousand dollars ($1,000.00) per calendar year for Unit members in the classifications of Senior Clerk, Division Secretary, Administrative Secretary, Human Resources Assistant, Human Resources Specialist, Senior Human Resources Specialist, Risk Management Specialist, and Council Office Coordinator.

b. One Thousand Five Hundred dollars ($1,500.00) per calendar year for Unit members in the classifications of Principal Analyst, Senior Risk Management Analyst, Risk Management Analyst, Human Resources Analyst, Senior Human Resources Analyst, Deputy City Clerk Payroll Supervisor, Senior Administrative Analyst, and Administrative Analyst.

c. Two Thousand dollars ($2,000.00) per calendar year for Unit members in the classifications of Executive Assistant Principal Analyst, Senior Risk Management

Analyst, Human Resources Analyst, Senior Human Resources Analyst, Senior Administrative Analyst, and Administrative Analyst.

d. Two Thousand Four Hundred Dollars ($2,400.00) per calendar year or at the same level as members within the AME bargaining unit, whichever is higher, for Unit members in the classification of Risk Manager, Public Information Manager, Human Resources Manager, and Sustainability and Innovation Manager. (Managers identified in this section will receive any increase received by the AME unit which results in an amount greater than $2,400.00)

SECTION 7. - VISION CARE PLAN:

The City will sponsor a vision care program. Unit members may purchase vision care through a payroll deduction from wages and/or with money remaining from the monthly sum provided for health insurance.

SECTION 8. - SECTION 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow Unit members to deduct excess insurance premiums, unreimbursed medical expenses, and child care payments before taxes.

ARTICLE VI
HEALTH & SAFETY

SECTION 1. - SAFETY RESPONSIBILITIES:

1.1 The City shall make a good faith effort to provide and maintain a safe and healthful place of employment.

1.2 Unit members shall perform their assigned duties safely using the practices, means, methods, operations, and processes prescribed by law, occupational safety or health standards, safety orders, or safety rules and regulations. Unit members shall report any unsafe practices, equipment, or hazardous conditions promptly to their immediate supervisor.

1.3 The City shall not require nor permit any Unit member to go to or be in any employment or place of employment not reasonably safe and healthful.

1.4 The City shall not discipline any Unit member for refusing to perform tasks in the performance of which any law, occupational safety or health standard, or safety order would be violated; if such violation would create a real or apparent hazard to the Unit member.

SECTION 2. - SAFETY DEVICES AND SAFEGUARDS:

The City shall furnish, and the Unit member shall use, safety devices and safeguards. The City shall adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render City employment safe and healthful.

SECTION 3. - USE OF VETERANS PARK 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 the time of renewal. For the purposes of this section, family shall mean those family members eligible for coverage under the CalPERS Health Insurance program provided by the City.

SECTION 4. - SAFETY COMMITTEE:

The City and the Unit shall jointly participate in an advisory safety committee. The safety committee membership shall include at least one (1) Unit representative. The safety committee shall make good faith efforts in an advisory capacity to provide and maintain a safe and healthful place of employment. The safety committee shall meet on a monthly basis or other agreed schedule.

ARTICLE VII
CITY RIGHTS

SECTION 1. - EXCLUSIVE CITY RIGHTS AND AUTHORITY:

The City retains the exclusive right to manage and direct the performance of City services and the work force performing such services. The City retains the exclusive right to exercise its right to manage and direct the performance of the City services and the work force performing such services. The following matters shall not be subject to the meet and confer process, but shall be within the exclusive authority of the City. The Union expressly and specifically agrees that except to the extent that the City's rights are expressly and specifically limited by the terms of this MOU, the Union has waived any and all of its rights to meet and confer on any of the City's rights or effects of the exercise of any of its rights.

The consideration of the merits, necessity, or organization of any service or activity conducted by the City shall include but not be limited to the City's right to:

a. Determine issues of public policy;

b. Determine and change the facilities, methods, means, and personnel by which City operations are to be conducted;

c. Expand or diminish services;

d. Determine and change the number of locations, relocations, and types of operations and processes and materials to be employed in carrying out all City functions, including, but not limited to, the right to subcontract any work or operation;

e. 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;

f. Determine job classifications;

g. Appoint, transfer, promote, demote and lay off Unit members for lack of work or other appropriate reasons;

h. Initiate disciplinary action for legitimate reasons;

i. Determine policies, procedures, and standards for selection, training, and promotion of Unit members;

j. Establish Unit member performance standards, including, but not limited to, quality and quantity standards;

k. Maintain the efficiency of governmental operations;

l. Exercise complete control and discretion over its organization, and the technology of performing its work and services;

m. Establish reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable in the performance of City services; and

n. Determine any and all necessary actions to carry out its missions in emergencies.

The exclusive decision making authority of the City on matters involving City rights and authority shall not be in any way, directly or indirectly, subject to the grievance procedure. Unit members may grieve the impact of the exercise of exclusive City rights and authority that directly relate to matters not reserved to the City.

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 any 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 or employees 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, work stoppage, slowdown, sick-in or other concerted refusal to work by Unit members or other employees 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 VIII
UNION RIGHTS AND SECURITY

SECTION 1. - UNION DUES DEDUCTION:

1.1 Union Dues. 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 in Union Dues. Changes to the payroll deduction shall commence on the pay period after the authorization or written notification is received by the City.

1.3 Sufficient Earnings. The Unit member's earnings must be sufficient after the other legal and required deductions are made to cover the amount of the Union dues. When a Unit member is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of a Unit member in a non-pay status only during part of the pay period, whose salary is not sufficient to cover the full withholding, no deduction shall be made. In the case of a Unit member who is receiving catastrophic leave benefits during a pay period, no deduction shall be made. In addition to the above, all other legal and required deductions (including health care and insurance deductions) have priority over Union dues.

SECTION 2. - [RESERVED]

SECTION 3. - AFSCME'S PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY ('PEOPLE') PROGRAM:

3.1 During the term of this MOU, a payroll deduction shall be established by the recognized employee organization for the purpose of allowing employees to contribute towards AFSCME's federal election activities by making contributions to AFSCME's Political Action Committee, the Public Employees Organized for Political and Legislative Equality ("PEOPLE"). Accordingly, the City agrees to deduct contributions to PEOPLE from the wages of any employee, who is a member of the recognized employee organization and who desires to make voluntary contributions to PEOPLE. Any employee desiring to make such voluntary contributions shall execute a written authorization, on a form to be approved by the City, indicating the employee's voluntary consent to such deductions.

3.2 The City agrees to promptly remit any deductions made pursuant to this provision to the recognized employee organization. It is agreed that neither any employee nor the recognized employee organization shall have any claim against the City for any deductions made or not made, as the case may be, unless a claim of error is made in writing to the City's Finance division within thirty (30) calendar days after the date such deductions were or should have been made. The voluntary consent of the employee may be revoked by the employee at any time by giving written notice to both the City and the recognized employee organization.

SECTION 4. - EMPLOYEE RIGHT TO LEGAL COUNSEL:

The City agrees to provide members with legal counsel in accordance with the obligations imposed on public entities by Government Code Sections 825 and 995. The City agrees that Unit members have the right to their own legal representation in all disciplinary actions, but at their own expense.

SECTION 5. - UNION – CITY MEET AND CONFER IN GOOD FAITH - SCOPE:

The City shall not be required to meet and confer in good faith on any subject preempted by federal or state law.

SECTION 6. - UNION RELEASE TIME:

The City shall provide Unit members with release time leave subject to the following conditions:

6.1 Upon advance written notice and unless the Unit member's or designated representative's use of release time interferes with work group operations, the immediate supervisor shall permit a Unit member and one designated representative to use release time as time off from work with pay in order to prepare a formal grievance or to appeal a disciplinary action.

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. Additional request for release time to prepare for a formal grievance or to appeal a disciplinary action must be approved in advance by the appointing authority.

6.3 AFSCME officers shall be permitted monthly paid release time for executive board meetings; such meetings shall not exceed two work hours.

6.4 AFSCME may request release time from the employer-employee relations officer for a special meeting of AFSCME officers or the general membership, or other Union matters not covered in this provision. Such request shall be in writing stating the reasons for such a request. The City Manager, Human Resources Director and/or designee has the authority to approve additional release time as needed. .

6.5 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.

6.6 The AFSCME, Local 1017 Executive Board shall have up to eight (8) hours total per month paid release time, approved in advance quarterly by his or her immediate supervisor.

6.7 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 AFSCME. However, the City Manager, Assistant City Manager, or the Director of Human Resources and Risk Management may pre-authorize overtime for labor relations related purposes.

6.8 Release time is not available for labor relations related administrative or legal proceedings, except that AFSCME 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.

6.9 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.

SECTION 7. - FAIR LABOR STANDARDS ACT:

7.1 The Union affirms the City's right and obligation to determine the jobs in the City that are exempt according to the revisions of the Fair Labor Standards Act.

7.2 The Union agrees that those positions determined by the City to be exempt as defined in the Fair Labor Standards Act are exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act and the overtime provisions of the City of Carson Personnel Rules.

SECTION 8. - EMPLOYEE PERSONNEL FILES:

There shall be one official personnel file for each Unit member and it shall be kept at City Hall in the Human Resources Division.

SECTION 9. - UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION:

9.1 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, etc.)

9.2 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 bi-annually or upon request as long as the prior request for such information or the provision of such information was at least more than 120 days earlier.

9.3 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 IX
GRIEVANCE PROCEDURE

SECTION 1. - PURPOSE:

The purpose of the Grievance Procedure is to establish channels of communication between Unit members, supervisors, and management. The City encourages all Unit members that have a grievance related to their working conditions to discuss the matter with their immediate supervisor without undue delay in order to resolve the issue. The purpose of these preliminary discussions is to settle disagreements fairly, as quickly as possible, and to eliminate problems before they evolve to grievances.

SECTION 2. - DEFINITION:

A grievance is a timely written complaint by one or more Unit members concerning the application or interpretation of the provisions of this MOU affecting Unit members' wages, hours, and working conditions.

SECTION 3. - GRIEVANCE STEPS:

The grievance procedure shall be used to resolve a Unit member's complaints as defined in Section 2 above. The grievance procedure shall consist of the following "Steps."

Step 1. A Unit member shall have the right to present a grievance, in writing, within twelve (12) working days of the action or incident causing the grievance. Such grievance shall be provided to the immediate supervisor of the Unit member. If the Unit member's immediate supervisor is the City Manager, the grievance shall be advanced directly to Step 3, the Human Resources Director. All grievances shall state the violation of this MOU, how it affects the Unit member's wages, hours, working conditions or job security, and the Unit

member's requested remedy. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall render a written decision responding to the grievance and return the completed grievance form to the Unit member. Failure of the immediate supervisor to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If denied, and the Unit member wishes to move the grievance to the next Step in the grievance process, then the Unit member shall move the grievance to the Director, City Clerk, or City Treasurer within the chain of command, in accordance with Section 3, Step 2 of this Article. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within twelve (12) working days after response to or constructive denial of the grievance by the immediate supervisor.

Step 2. If the immediate supervisor's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the Director, City Clerk, or City Treasurer within the chain of command, within twelve (12) working days of the immediate supervisor's actual or constructive decision on the grievance. The Director, City Clerk, or City Treasurer shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's immediate supervisor. Within ten (10) working days after receipt of the grievance, the Director, City Clerk, or City Treasurer shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. Failure of the City Manager, City Clerk, or City Treasurer to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the Director, City Clerk, or City Treasurer response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the Human Resources Director, within twelve (12) working days of the next immediate supervisor's response to or constructive denial of the grievance. The grievance shall be considered resolved and no further review of the subject matter of the grievance shall be permitted under this Article when the Unit member does not seek further review of the grievance within twelve (12) working days after response to or constructive denial of the grievance by the Director, City Clerk, or City Treasurer.

Step 3. If the Director, City Clerk, or City Treasurer's response does not satisfactorily resolve the complaint, and/or the grievance is denied, then the Unit member and/or the Unit member's designated representative may submit the grievance to the Human Resources Director, within twelve (12) working days of the Director, City Clerk, or City Treasurer's actual or constructive decision on the grievance. The Human Resources Director shall contact and discuss the grievance with the Unit member and/or the Unit member's designated representative and shall discuss the grievance with the Unit member's Director, City Clerk, or City Treasurer and/or others within the Unit member's chain of command. Within ten (10) working days after receipt of the grievance, the Human Resources Director shall render a written response to the grievance and the completed grievance form shall be returned to the Unit member. 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 response

to or constructive denial of the grievance by the Human Resources Director. Failure of the Human Resources Director to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. If the Human Resources Director's response does not satisfactorily resolve the complaint, the Unit member and/or Unit member's designated representative may present the grievance to the City Manager, within twelve (12) working days of the Human Resources Director's response to or constructive denial of the grievance. Prior to submitting any grievance to the City Manager in accordance with Step 4, all Unit members are required to submit their grievance to the Human Resources Director in accordance with the timing requirements and procedures of this Step 3.

Step 3a. Before moving a grievance to the City Manager's step, a Unit member may request an advisory mediation session. The cost of mediation will be shared by the City and the Union(s) on a 50/50 basis, with both parties bearing their own legal costs, including but not limited to attorney's fees.

Step 4. If the grievance is not satisfactorily resolved through presentation of the complaint to the Human Resources Director's, as applicable, pursuant to Step 3 or through advisory mediation pursuant to step 3a, and/or the grievance is denied, the Unit member and/or the Unit member's designated representative may thereafter submit the grievance to a non-involved Director in lieu of the City Manager. When the Unit member presents a grievance to a non-involved Director in lieu of the City Manager, the selected person shall discuss the grievance with the Unit member and/or the Unit member's designated representative. The selected person shall also discuss the grievance with the Unit member's immediate supervisor and the Human Resources Director, Director, the City Clerk or the City Treasurer, as applicable. Within ten (10) working days after receipt of the grievance, the selected person shall render a written decision on the grievance. Failure of the selected person to render a written response on the grievance within ten (10) working days of receipt of the grievance shall constitute a constructive denial of the grievance. The decision or constructive denial of the selected person shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the City's administrative process. Thereafter, the Unit member may consider the administrative procedures completed and sue for redress of the grievance.

SECTION 4. - NON-DEPARTMENTAL GRIEVANCES:

Grievances resulting from decisions or actions outside the work group chain-of-command shall be initiated by the Unit member and/or the Unit member's representative with the Director, the City Clerk or the City Treasurer, as applicable, of the work group from which the decisions or actions occurred, and will follow the procedures as detailed in Section 3 of this Article.

SECTION 5. - EXTENSIONS OF TIME:

The City and Unit members and/or the Union may agree to extensions of time to perform the acts described in this Article, but such extensions must be confirmed in writing and signed by all parties.

SECTION 6. - MATTERS EXCLUDED FROM THE GRIEVANCE PROCEDURE:

6.1 Those matters not specifically provided for under the definition in Section 2 above.

6.2 Disputes involving performance reviews arising from the application of the provisions of SMP No. 6.4.

SECTION 7. - REPRISALS:

The City shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

ARTICLE X
APPEAL PROCEDURES

SECTION 1. - REQUEST FOR DISCIPLINARY HEARING:

Unit members who have passed probation shall have the right to appeal the imposition of disciplinary action. As used herein, the term "disciplinary action" shall mean discharge, involuntary demotion or suspension of a Unit member, in accordance with the City of Carson Personnel Rules, as such Personnel Rules may be amended from time to time. When a Unit member requests a disciplinary hearing, the request shall be in writing, signed by the Unit member, and presented to the Human Resources Director within ten (10) calendar days after the notification date of the imposition of the disciplinary action. Any such request shall be addressed to the Human Resources Director and shall identify the subject matter of the appeal, the grounds for the appeal, and the relief desired by the Unit member. All disciplinary hearings shall be considered in private unless the Unit member requests, in writing, a public hearing. If the Unit member fails to request a disciplinary hearing within the prescribed time, the Unit member shall have waived the right to a hearing and all rights to further appeal of the disciplinary action.

SECTION 2. - SCHEDULING OF DISCIPLINARY HEARING:

The Human Resources Director shall be responsible for scheduling any disciplinary hearing within a reasonable time after the filing of the Unit member's request, considering the availability of a hearing officer and the convenience of the Unit member and witnesses. If the disciplinary action taken by the Unit member's Director is discharge, the parties shall commence proceedings to select a hearing officer under Section 3 within fifteen (15) calendar days after the filing of the Unit member's request, unless a time extension is agreed to in writing by both the City and the affected Unit member and/or his/her representative.

SECTION 3. - HEARING OFFICER:

3.1 The 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 discharge, or where the Union does not participate in the appeal and pay half of all hearing costs.

3.2 The City Manager or his/her designee may serve as the hearing officer for disciplinary hearings for suspensions of more than forty (40) hours, demotions or discharge upon mutual agreement with the Unit member, Union, and the City.

3.3 Except as invoked under Article X Section 3.2, disciplinary hearing involving suspensions of more than forty (40) hours, demotions or discharge shall follow the below procedure:

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 purposes 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. The parties also may mutually agree upon the Office of Administrative Hearings supplying the hearing officer.

b. The selection process shall consist of the City and the 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 selection process.

c. The cost for the hearing officer shall be shared equally by the City and the Union.

SECTION 4. - REPRESENTATION AT DISCIPLINARY HEARING:

4.1 At the disciplinary hearing, the Unit member may appear personally and shall have the right to be represented by counsel and any other person(s) allowed by the hearing officer, but during the disciplinary hearing only one person shall have the right to present the appeal on behalf of the Unit member.

4.2 The Unit member and the City shall each have the right to produce and confront witnesses and to present any relevant oral or documentary evidence.

4.3 Subsections 4.1 and 4.2 are not intended to, and shall not preclude, the hearing officer from questioning any witness, or asking any representative or other person present at the hearing, any questions that the hearing officer may deem appropriate and relevant to the subject matter of the appeal.

SECTION 5. - BURDEN OF PROOF AND EVIDENCE:

The City shall have the burden of proof and shall be required to prove the charges against the Unit member by a preponderance of the evidence. The disciplinary hearing shall not be conducted according to the technical rules of evidence.

SECTION 6. - CONDUCT OF THE DISCIPLINARY HEARING:

The conduct of the disciplinary hearing shall be under the control of the hearing officer with due regard for the rights and privileges of the parties. During the examination of a witness, the hearing officer may exclude from the hearing any and all other witnesses. The hearing officer shall have the power to issue subpoenas to compel the attendance of witnesses or the production of documents.

SECTION 7. - HEARING OFFICER'S DECISION:

Within thirty (30) calendar days after the conclusion of the evidentiary and argument portions of the disciplinary hearing, the hearing officer shall issue a written decision containing findings of fact and conclusions of law. The hearing officer shall have the authority to affirm, revoke, or reduce the disciplinary action imposed against the Unit member. The hearing officer's decision constitutes a final resolution of any disciplinary action and no further appeal shall be permitted within the City's administrative process.

ARTICLE XI
OTHER MATTERS WITHIN THE SCOPE OF REPRESENTATION

SECTION 1. - PROMOTIONAL OPPORTUNITIES:

1.1 The City shall make a good faith effort to promote and transfer from within the City service.

1.2 The City shall recruit for and establish eligibility lists for all vacant budgeted positions, unless they are temporarily frozen by the City Manager. At his sole discretion, the City Manager may fill a position by reinstatement or voluntary demotion.

1.3 A Unit member who is rejected during the probationary period shall be reinstated to the position from which he or she had been promoted. A rejected promotional probationary Unit member does not waive their right to appeal within the City's administrative appeal process. A promotional probationary period shall be used for the evaluation of a Unit member in the promotional capacity and can in no way be used to revoke rights or benefits gained by the prior passage of the Unit member's initial probationary period within the City.

SECTION 2. - PERSONNEL COMMITTEE:

The City agrees to inform the Union of any issues going before the City Council Personnel Committee and City Council concerning the Union. The Union will be given this information and the right to attend said meetings on release time, in accordance with the terms set forth in Article VIII, Section 8.4.

SECTION 3. - LATERAL TRANSFERS:

3.1 Unit members who wish to be considered for lateral transfer must complete a lateral transfer form and place it on file with the HR Department. When the HR Department receives an approved requisition for a position where a Unit member has filed a lateral transfer form, the HR 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.

3.2 Unit member lateral transfer candidates shall be advanced 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 4. - TYPING CERTIFICATES:

Typing certificates verifying typing speeds of 65 words per minute or greater shall be considered to be valid for 36 months from the date of issuance.

ARTICLE XII
LAYOFF

SECTION 1. - PREREQUISITE FOR LAYOFF:

If the City Manager determines that a reduction in personnel is necessary for economic reasons, then the order of layoff shall observe the "seniority rule" in putting the reduction into effect. (Government Code § 45100.) It is agreed by the City and the Union that the seniority rule shall mean that when any classification having two or more Unit members is subject to less than a complete lay off, then the Unit members shall be laid off in order of reverse seniority based first upon actual service time in the classification, and in instances where that is equal, then on tenure, defined as cumulative, actual City service time.

Reductions in the City's work force for reasons other than solely economic reasons shall continue to observe the layoff order as set forth below in subsections 1.1 through 1.4, and Section 2:

1.1 All temporary, seasonal, and/or recurrent and probationary Unit members have been released from the classification.

1.2 Unit members in the classification have been given an opportunity to seek lateral transfer or voluntarily demote to existing vacant positions, for which they meet minimum qualifications.

1.3 Management will meet and consult with the representative of the Union over alternative courses of action to avoid such layoff.

1.4 Notice of actual layoffs shall be given no less than twenty-eight (28) calendar days before the date of implementation. Such notice shall include:

a. Classification where layoff is to occur;

b. Seniority list by total actual City service in the affected classification;

c. List of current permanent vacancies in all classifications represented by the Union; and,

d. Separate notice to any Unit member in the classification 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 evaluations within the preceding three (3) years shall be laid off first.

2.2 Next layoff shall occur on the basis of seniority, the least senior Unit member based on total actual employment in a classification represented by the Union shall be laid off first and any subsequent layoff shall proceed to the next least senior.

2.3 Ties in Seniority – Where the seniority of two (2) Unit members is of the same length, the Unit member with the shorter tenure shall be laid off first.

2.4 Ties in Tenure - Where the actual seniority and tenure of two (2) Unit members are of the same length, tenure shall be decided by the drawing of lots.

2.5 Title changes and/or amended class specifications for classes with multiple positions will not change or alter the seniority rights of the incumbents in the original classification when subject to layoff, provided such prior classification is the same salary range.

SECTION 3. - VOLUNTARY DEMOTION:

A Unit member so laid off may choose voluntary demotion so as to avoid layoff.

3.1 Such voluntary demotion can be to a lower or equal class of previous standing or to a lower or equal class that is vacant provided they meet the minimum qualifications for those positions.

3.2 If the voluntary demotion causes a layoff in the lower or equal class, such layoff shall follow the provisions of this Article.

SECTION 4. - RECALL:

Unit members who laterally transfer, take a voluntary demotion or are laid off pursuant to the provisions of this Article, shall have their names entered onto a recall list for the classification of original standing.

4.1 Such a list shall be inverse order of layoff, lateral transfer or voluntary demotion.

4.2 The recall list shall be kept by Human Resources and shall be used in order when any vacancy for that classification is to be filled.

4.3 The list shall be maintained until all names have been offered an opportunity for recall or at the end of three (3) years, whichever comes first.

4.4 The appointing authority shall offer appointment to the first name on said list. If the individual accepts and he or she shall be appointed after sixty (60) days from the date of layoff, the Unit member may be required to take a medical examination so as to ensure the Unit member is medically and mentally capable of performing duties of the classification. The individual shall still be required to meet the minimum qualifications of the classification.

SECTION 5. - SEVERANCE PACKAGE

The City shall provide laid off Unit members a severance package in exchange for release of all claims as follows:

5.1 Severance pay calculated at thirty (30) hours for each year of service with a minimum benefit of 173.33 hours pay and a maximum benefit of 520 hours pay.

5.2 Medical and dental benefits will be provided through the regular insurance and/or COBRA reimbursement for the time period equivalent to the number of days as the severance pay.

ARTICLE XIII
DRAFTING PROVISIONS AND DURATION

SECTION 1. - FULL UNDERSTANDING:

This MOU sets forth the full and entire understanding of the parties regarding the matters contained herein, and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded and/or terminated in their entirety. All provisions of existing City rules and regulations, resolutions, ordinances and policies not specifically contained in, or referred to by this MOU, shall remain in full force and effect, and are specifically not superseded or otherwise affected by this MOU. This MOU contains all the terms, covenants and stipulations of employment for confidential Unit members and supersedes all prior resolutions adopting MOUs for this Unit and practices except for those contained in the City's written rules and regulations, resolutions, ordinances and policies.

SECTION 2. - SEVERABILITY:

Notwithstanding any other provisions of this MOU, in the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the City, the City and the 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 3. - EMERGENCY WAIVER:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, earthquake, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU or the Personnel Rules and Regulations of the City, which restrict the City's ability to respond to these emergencies, shall be suspended for the duration of such emergency. After the emergency is declared over, this MOU will be reinstated immediately. The Union shall have the right to meet and confer with the City regarding the impact on Unit members of the suspension of provisions in the MOU during the course of the emergency. Any rights and benefits suspended by virtue of the emergency shall be restored as soon as practicable at the conclusion of the emergency.

SECTION 4. - MUTUAL DIGNITY CLAUSE:

The City values its Unit members' diversity and dignity. Therefore, the City of Carson shall ensure that Unit members represented by the Union shall be treated in a respectful, professional and cordial manner. And conversely, the Union shall encourage all its member to show mutual respect and professional courtesy and exhibit high standards of internal customer relations with their supervisors and fellow Unit members. Violation of this section shall be grievable through the normal grievance procedures, however, if the Unit member's immediate supervisor (first step of grievance procedure) is the violator of this clause, the grievance, if filed, will be started at the next level. Before a Unit member files a grievance for violation of this section, the Unit member shall be required to first discuss the situation with the Union Board.

SECTION 5. - JOINT DRAFTING:

Each party has cooperated in the drafting and preparation of this MOU. Hence, in any construction to be made of this MOU, the same shall not be construed against any party.

SECTION 6. - MODIFICATION:

This MOU may only be modified or amended by written agreement between the parties which then must be approved by Council resolution.

SECTION 7. - DURATION:

7.1 This Memorandum of Understanding shall be binding on the City and the Union when adopted by the City Council and covers a three (3) year contract term from July 1, 2021 to June 30, 2024.

7.2 The City and the Union agree that negotiations on a successor contract shall begin in the second week of May, 2024. The Union will submit a list of requests to the City no later than May 1, 2024.

Except as otherwise provided herein, this MOU shall be in full force and effect from July 1, 2021 and shall remain in full force and effect up to and including June 30, 2024.

SECTION 8. - REOPENERS:

The parties do specifically agree to reopen the meet and confer process during the term of this MOU only in regards to the following issues:

A. Changes and/or revisions to the City's Personnel Rules and Regulations, including related SMPs;

B. Changes and/or revisions to the City's EERR;

C. Changes to Unit member job specifications;

D. Changes to any other wage, hour, term or condition of employment requiring meet and confer pursuant to applicable law.

During the term of this MOU, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, as described in Article III, Section 1 [Salary], or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Union and to meet and confer with the Union over such increases and improvements. The provision of this paragraph shall expire on and not be effective after June 30, 2024.

ARTICLE XIV
CITY COUNCIL APPROVAL

The City Manager and Employee Relations Officer of the City and the Union have met and conferred in good faith on wages, hours and other terms and conditions of employment for the Unit members represented by the Union and have reached agreements which are set forth in this MOU. This MOU constitutes a joint recommendation by the City's negotiators and the Union, after ratification of its membership, to be submitted to the City Council for its determination and approval by one or more resolutions, as the City Council may deem fit and proper. This MOU is of no force or effect unless or until ratified and approved by a resolution of the City Council.

[SIGNATURES ON NEXT PAGE]

IT IS SO AGREED:

AFSCME LOCAL 1017	**CITY OF CARSON**
Sylvia Rubio, President	David C. Roberts Jr., City Manager
Bob Adams, Business Representative	Pam Lee, Deputy City Attorney
Adriana Cabrera, Vice President	
Desiree Johnson, Treasurer	
Lakeina Johnson, Secretary	

Attachments:

AFSCME 1017 Appendix A Monthly Salary Schedule effective July 1, 2024

AFSCME 1017 Appendix B Monthly Salary Schedule effective July 1, 2025

AFSCME 1017 Appendix C Monthly Salary Schedule effective July 1, 2026

City of Carson
Hourly Salary Schedule
AFSCME Local 1017
Effective July 1, 2024

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Administrative Analyst	408	45.32	47.57	49.96	52.45	55.08	57.83
Administrative Secretary	409	35.83	37.62	39.51	41.48	43.56	45.73
Assistant to the City Manager	425	76.09	79.89	83.89	88.09	92.49	97.11
Community Liaison Representative	402	42.08	44.19	46.40	48.72	51.16	53.71
Council Office Coordinator	421	37.64	39.53	41.50	43.58	45.75	48.04
Deputy City Clerk	418	48.78	51.22	53.78	56.47	59.30	62.25
Division Secretary	403	33.29	34.96	36.71	38.54	40.47	42.50
Employment Services Clerk	410	23.96	25.15	26.42	27.73	29.12	30.58
Executive Assistant	418	48.78	51.22	53.78	56.47	59.30	62.25
Executive Assistant City Council	418	48.78	51.22	53.78	56.47	59.30	62.25
Executive Assistant Community City Clerk	418	48.78	51.22	53.78	56.47	59.30	62.25
Executive Assistant Community City Council	418	48.78	51.22	53.78	56.47	59.30	62.25
Executive Assistant Community Development	418	48.78	51.22	53.78	56.47	59.30	62.25
Human Resources Analyst	418	48.78	51.22	53.78	56.47	59.30	62.25
Human Resources Assistant	404	32.87	34.51	36.24	38.04	39.95	41.94
Human Resources Manager	426	67.26	70.63	74.16	77.87	81.76	85.85
Human Resources Specialist	405	39.08	41.04	43.09	45.24	47.51	49.88
Innovation and Sustainability Manager	424	65.62	68.91	72.36	75.97	79.78	83.76
Management Assistant	411	38.00	39.90	41.89	43.99	46.19	48.50
Payroll Specialist I	427	32.60	34.23	35.93	37.74	39.62	41.61
Payroll Specialist II	428	34.25	35.96	37.76	39.64	41.63	43.71
Payroll Supervisor	423	43.13	45.28	47.55	49.93	52.42	55.05
Principal Administrative Analyst	412	50.02	52.52	55.15	57.91	60.80	63.84
Public Information Manager	424	65.62	68.91	72.36	75.97	79.78	83.76
Risk Management Analyst	413	46.46	48.78	51.22	53.78	56.47	59.30
Risk Management Specialist	405	39.08	41.04	43.09	45.24	47.51	49.88
Risk Manager	425	76.09	79.89	83.89	88.09	92.49	97.11
Senior Administrative Analyst	414	47.62	50.00	52.49	55.12	57.88	60.77
Senior Clerk	415	29.53	31.01	32.56	34.19	35.89	37.69
Senior Community Liaison Representative	408	45.32	47.57	49.96	52.45	55.08	57.83
Senior Human Resources Analyst	406	53.87	56.56	59.39	62.36	65.48	68.75
Senior Human Resources Assistant	416	33.63	35.32	37.08	38.93	40.88	42.93
Senior Human Resources Specialist	417	41.03	43.09	45.24	47.50	49.87	52.37
Senior Risk Management Analyst	407	55.20	57.96	60.87	63.91	67.10	70.46

City of Carson
Hourly Salary Schedule
AFSCME Local 1017
Effective July 1, 2025
4% COLA

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Administrative Analyst	408	47.13	49.47	51.96	54.55	57.28	60.14
Administrative Secretary	409	37.26	39.12	41.09	43.14	45.30	47.56
Assistant to the City Manager	425	79.13	83.09	87.25	91.61	96.19	100.99
Community Liaison Representative	402	43.76	45.96	48.26	50.67	53.21	55.86
Council Office Coordinator	421	39.15	41.11	43.16	45.32	47.58	49.96
Deputy City Clerk	418	50.73	53.27	55.93	58.73	61.67	64.74
Division Secretary	403	50.73	53.27	55.93	58.73	61.67	64.74
Employment Services Clerk	410	50.73	53.27	55.93	58.73	61.67	64.74
Executive Assistant	418	50.73	53.27	55.93	58.73	61.67	64.74
Executive Assistant City Council	418	50.73	53.27	55.93	58.73	61.67	64.74
Executive Assistant Community City Clerk	418	50.73	53.27	55.93	58.73	61.67	64.74
Executive Assistant Community City Council	418	50.73	53.27	55.93	58.73	61.67	64.74
Executive Assistant Community Development	418	50.73	53.27	55.93	58.73	61.67	64.74
Human Resources Analyst	418	50.73	53.27	55.93	58.73	61.67	64.74
Human Resources Assistant	404	34.18	35.89	37.69	39.56	41.55	43.62
Human Resources Manager	426	69.95	73.46	77.13	80.98	85.03	89.28
Human Resources Specialist	405	40.64	42.68	44.81	47.05	49.41	51.88
Innovation and Sustainability Manager	424	68.24	71.67	75.25	79.01	82.97	87.11
Management Assistant	411	39.52	41.50	43.57	45.75	48.04	50.44
Payroll Specialist I	427	33.90	35.60	37.37	39.25	41.20	43.27
Payroll Specialist II	428	35.62	37.40	39.27	41.23	43.30	45.46
Payroll Supervisor	423	44.86	47.09	49.45	51.93	54.52	57.25
Principal Administrative Analyst	412	52.02	54.62	57.36	60.23	63.23	66.39
Public Information Manager	424	68.24	71.67	75.25	79.01	82.97	87.11
Risk Management Analyst	413	48.32	50.73	53.27	55.93	58.73	61.67
Risk Management Specialist	405	40.64	42.68	44.81	47.05	49.41	51.88
Risk Manager	425	79.13	83.09	87.25	91.61	96.19	100.99
Senior Administrative Analyst	414	49.52	52.00	54.59	57.32	60.20	63.20
Senior Clerk	415	30.71	32.25	33.86	35.56	37.33	39.20
Senior Community liaison Representative	408	47.13	49.47	51.96	54.55	57.28	60.14
Senior Human Resources Analyst	406	56.02	58.82	61.77	64.85	68.10	71.50
Senior Human Resources Assistant	416	34.98	36.73	38.56	40.49	42.52	44.65
Senior Human Resources Specialist	417	42.67	44.81	47.05	49.40	51.86	54.46
Senior Risk Management Analyst	407	57.41	60.28	63.30	66.47	69.78	73.28

City of Carson
Hourly Salary Schedule
AFSCME Local 1017
Effective July 1, 2026
4% COLA

TITLE	RANGE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Administrative Analyst	408	49.02	51.45	54.04	56.73	59.57	62.55
Administrative Secretary	409	38.75	40.68	42.73	44.87	47.11	49.46
Assistant to the City Manager	425	82.30	86.41	90.74	95.27	100.04	105.03
Community Liaison Representative	402	45.51	47.80	50.19	52.70	55.34	58.09
Council Office Coordinator	421	40.72	42.75	44.89	47.13	49.48	51.96
Deputy City Clerk	418	52.76	55.40	58.17	61.08	64.14	67.33
Division Secretary	403	36.00	37.81	39.71	41.68	43.77	45.97
Employment Services Clerk	410	25.92	27.21	28.58	29.99	31.49	33.07
Executive Assistant	418	52.76	55.40	58.17	61.08	64.14	67.33
Executive Assistant City Council	418	52.76	55.40	58.17	61.08	64.14	67.33
Executive Assistant Community City Clerk	418	52.76	55.40	58.17	61.08	64.14	67.33
Executive Assistant Community City Council	418	52.76	55.40	58.17	61.08	64.14	67.33
Executive Assistant Community Development	418	52.76	55.40	58.17	61.08	64.14	67.33
Human Resources Analyst	418	52.76	55.40	58.17	61.08	64.14	67.33
Human Resources Assistant	404	35.55	37.33	39.20	41.14	43.21	45.36
Human Resources Manager	426	72.75	76.40	80.22	84.22	88.43	92.85
Human Resources Specialist	405	42.27	44.39	46.60	48.93	51.39	53.96
Innovation and Sustainability Manager	424	70.97	74.54	78.26	82.17	86.29	90.59
Management Assistant	411	41.10	43.16	45.31	47.58	49.96	52.46
Payroll Specialist I	427	35.26	37.02	38.86	40.82	42.85	45.00
Payroll Specialist II	428	37.04	38.90	40.84	42.88	45.03	47.28
Payroll Supervisor	423	46.65	48.97	51.43	54.01	56.70	59.54
Principal Administrative Analyst	412	54.10	56.80	59.65	62.64	65.76	69.05
Public Information Manager	424	70.97	74.54	78.26	82.17	86.29	90.59
Risk Management Analyst	413	50.25	52.76	55.40	58.17	61.08	64.14
Risk Management Specialist	405	42.27	44.39	46.60	48.93	51.39	53.96
Risk Manager	425	82.30	86.41	90.74	95.27	100.04	105.03
Senior Administrative Analyst	414	51.50	54.08	56.77	59.61	62.61	65.73
Senior Clerk	415	31.94	33.54	35.21	36.98	38.82	40.77
Senior Community liaison Representative	408	49.02	51.45	54.04	56.73	59.57	62.55
Senior Human Resources Analyst	406	58.26	61.17	64.24	67.44	70.82	74.36
Senior Human Resources Assistant	416	36.38	38.20	40.10	42.11	44.22	46.44
Senior Human Resources Specialist	417	44.38	46.60	48.93	51.38	53.93	56.64
Senior Risk Management Analyst	407	59.71	62.69	65.83	69.13	72.57	76.21

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Dr. Robert Lennox, Assistant City Manager HR Administration

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-040, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE JULY 1, 2024 (CITY COUNCIL)

I. SUMMARY

Resolution No. 25-040 (Exhibit 1) is being presented to the City Council for consideration and approval. This resolution amends the salary and benefits for Unclassified, Non-Represented Full-Time Employees. Resolution No. 25-040 amends and restates prior resolutions related to the salary and benefits afforded to Unclassified, Non-Represented Full-Time Management Employees. subordinate or manager.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-040, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE July 1, 2024, AND RESCINDING RESOLUTION NO. 23-152"

III. ALTERNATIVES

Take another action that City Council deems appropriate

IV. BACKGROUND

On September 19, 2023, City Council approved Resolution No. 23-152 re-establishing the salary and benefits for unclassified management employees. The Unclassified Management Employees are the City Manager, Assistant City Managers, Deputy City Manager, Energy and Sustainability Officer, and the Department Directors. The prior resolutions adjusted the salary for Unclassified, Non-represented Full-Time Employees effective July 1, 2022. The primary change to the Resolution of Salary and Benefits for the Unclassified, Management Employees was in compensation by applying a reduced ten percent (10%) step separation of pay between Department Directors and subordinate managers; formerly set at twenty percent (20%).

Additionally, the Deputy City Manager compensation was adjusted to maintain a five percent (5%) step separation of pay from Department Directors. And similarly, the Assistant City Manager compensation was adjusted to maintain a five percent (5%) step separation of pay from the Deputy City Manager. The previous Resolution also included Cost of Living Adjustments (COLA) to the salaries of all executive classifications, consistent with all other represented employee bargaining groups' COLAs at the time. Additionally, the previous resolutions provided for a twenty percent (20%) separation of pay between Department Directors and their subordinate managers.

At this time, staff is seeking City Council consideration of Resolution No. 25-040 to re-establish the salaries and benefits of unclassified management employees. The proposed changes include adjustments to various provisions of the benefits (i.e. leave accrual limits, life insurance coverage limits, etc.) and increases to Cost of Living Adjustments, to remain consistent with increases outlined in the Memorandum of Understandings with various bargaining units of subordinate employees, as follows:

Cost of Living Adjustments-Compensation:
FY 2024/2025 6% COLA retroactively to July 1, 2024
FY 2025/2026 4% COLA effective July 1, 2025
FY 2026/2027 4% COLA effective July 1, 2026

V. FISCAL IMPACT

There is no fiscal impact related to adoption of this resolution as all related costs have already been incorporated in the Fiscal Year 2024-2025 adopted budget.

VI. EXHIBITS

1. Resolution No. 25-040 Unclassified Management Employees, Salaries and Benefits

Attachments

Reso No. 25-040 - Unclassified Management Employees 4.1.25.pdf

RESOLUTION NO. 25-040

A RESOLUTION OF THE CITY COUNCIL OF THE

CITY OF CARSON, CALIFORNIA,

ESTABLISHING THE SALARY AND BENEFITS

FOR UNCLASSIFIED MANAGEMENT EMPLOYEES

EFFECTIVE July 1, 2024, AND RESCINDING RESOLUTION NO. 23-152

ADOPTED April 1, 2025

RESOLUTION NO. 25-040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE July 1, 2024, AND RESCINDING RESOLUTION NO. 23-152

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

WHEREAS, Section 2304 of the Carson Municipal Code similarly requires that the City Council fix the salaries and compensation of all officers and employees of the City by resolution.

WHEREAS, the California Public Employees Retirement System ("CalPERS"), through California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 570.5, limits payrates to the amount listed on a pay schedule that meets certain requirements for purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.

WHEREAS, the City Council has historically adopted a resolution establishing the salary and benefits for unrepresented and unclassified management employees (hereinafter, "Unclassified Management Employees") as distinguished from mid-management, classified, part-time and/or other City employees.

WHEREAS, the City Council adopted: (i) Resolution No. 14-091 on November 18, 2014, establishing the salary and benefits for Unclassified Management Employees; (ii) Resolution No. 15-124 on November 17, 2015, fixing the employer's contribution under the Public Employees' Medical & Hospital Care Act (PEMHCA), effective January 1, 2016; (iii) Resolution No. 15-125 on November 17, 2015, establishing the City of Carson's vesting contribution under section 22893.1 of PEMHCA, effective January 1, 2016; (iv) Resolution No. 16-095 on August 2, 2016, establishing the salary and benefits for Unclassified Management Employees; (v) Resolution No. 18-170 on December 4, 2018, establishing the salary and benefits for Unclassified Management Employees; and (vi) Resolution No. 19-015 on January 8, 2019, establishing the salary and benefits for Unclassified Management Employees.

WHEREAS, on November 1, 2022, the City Council adopted Resolution No. 22-149, amending the salaries and benefits for Unclassified Management Employees. The resolution established the updated salary and benefit terms, inclusive of the adjustments increasing compensation as well as the pre-existing terms that were not adjusted. However, after adoption of the resolution, staff determined that certain non-substantive modifications to the language of the resolution were needed.

WHEREAS, on November 15, 2022, the City Council adopted Resolution No. 22-235, amending and restating the salary and benefits for Unclassified Management Employees. Resolution No. 22-235 made the necessary non-substantive modifications and included the adjusted salary tables as Appendices A-D attached thereto. Resolution No. 22-235 also stated that it rescinded all prior resolutions regarding the salary and benefits of Unclassified Management Employees, including but not limited to Resolution No.'s 14-091, 16-095, and 18-170, and that to the extent Resolution No. 22-235 provided benefits in excess of or different from the benefits provided in Resolution No.'s 15-124 and 15-125, the provisions of

Resolution No. 22-235 shall control. Resolution No. 22-235 was made effective as of November 1, 2022, the date of the Council's adoption of the underlying substantive changes via Resolution No. 22-149.

WHEREAS, on February 7, 2023, the City Council adopted Resolution No. 23-037. The intent of the City Council in adopting Resolution No. 23-037, and of City staff in preparing the resolution for adoption, was simply to amend subsection 1.1 of Section 1 (Salary Range Adjustments of Unclassified Management Employees) of Article II (Compensation) of Section 3 of Resolution No. 22-235 to add the following language: "Upon hiring or promotion, Unclassified Management Employees may be assigned to any range step within the established salary range for the first 12 months of employment. Section 6, Salary Advancement shall apply to new hires and promotions." However, due to discrepancies in Resolution No. 23-037 and in the City's adoption thereof, such as not attaching the salary table appendices, the action actually taken did not clearly reflect the aforementioned intent. Additionally, Resolution No. 23-037 provided, in Section 2, that it rescinded and superseded Resolution No. 22-235.

WHEREAS, on September 19, 2023, the City Council adopted Resolution No. 23-152 to clearly and comprehensively re-establish and restate the salary and benefits for the Unclassified Management Employees, including subsection 1.1 and the current salary tables, to clarify and correct the foregoing discrepancies, effective November 1, 2022.

WHEREAS, the City Council now desires to clearly and comprehensively re-establish and restate the salary and benefits for the Unclassified Management Employees, including the current salary tables, effective July 1, 2024.

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

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

Section 2. Resolution No. 23-152 is hereby rescinded. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict. To the extent this Resolution provides benefits in excess of or different from the benefits provided in Resolution Nos. 15-124 and 15-125, the provisions of this Resolution shall control.

Section 3. The City Council hereby approves and adopts the following restated salaries, benefits, and other terms and conditions for the Unclassified Management Employees:

ARTICLE I
DEFINITION OF TERMS

The following terms shall have the meanings set forth in this Article as applied in this Resolution.

SECTION 1 - ACTING DUTY:

The performance of the duties by an employee of a classification with a higher pay range than the employee's usual classification. This assignment is on a temporary basis.

SECTION 2 - CLASSIFICATION:

A position or positions sufficiently similar in respect to authority, duties and responsibilities such that the same descriptive title is assigned.

SECTION 3 - DAY:

A calendar day, unless otherwise designated.

SECTION 4 - UNCLASSIFIED MANAGEMENT EMPLOYEE:

An individual compensated through the City payroll and appointed to one of the following classifications:

Assistant City Manager
City Manager
Deputy City Manager
Director of Community Development
Director of Community Services/Parks and Recreation
Director of Finance
Director of Human Resources
Director of Information Technology and Security
Director of Public Works
Director of Public Safety and Emergency Management
Energy and Sustainability Officer

SECTION 5 - LEAVE:

An authorized leave of absence from work.

SECTION 6 - POSITION:

The authority, duties, and responsibilities assigned to an employee within a classification.

SECTION 7 - PREVAILING PAY RATE:

The basic pay rate within a pay range paid to an employee for the performance of the duties and

responsibilities of the classification.

SECTION 8 - EMPLOYEE:

An individual performing the duties and responsibilities of the job titles listed in Section 4 of this Article.

SECTION 9 - WORKDAY:

A workday is any 24-hour period within a seven consecutive day (168-hour) workweek.

SECTION 10 - WORKWEEK:

A workweek is a fixed and regularly recurring period of 168 hours - seven consecutive 24-hour periods (workdays) - which begins at 12:00 a.m. (00:00 military time) on Saturday and ends at 11:59 p.m. (23:59 military time) on the following Friday.

SECTION 11 - WORK SCHEDULE:

A work schedule is a 40-hour per week schedule consisting of either an:

11.1 Eight (8) hours in a workday for five (5) consecutive workdays within a workweek; or

11.2 Ten (10) hours in a workday for four (4) consecutive workdays within a workweek.

ARTICLE II
COMPENSATION

SECTION 1 - SALARY RANGE ADJUSTMENTS OF UNCLASSIFIED MANAGEMENT EMPLOYEES:

1.1 Directors' pay ranges shall be assigned and maintained at a range that is at least 10% higher than the range steps assigned to their highest paid subordinate or manager. The Deputy City Manager pay range shall be assigned and maintained at a range that is at least 5% higher than the range steps assigned to Directors. The Assistant City Manager pay range shall be assigned and maintained at a range that is at least 5% higher than the range steps assigned to Deputy City Manager. Upon hiring or promotion, Unclassified Management Employees may be assigned to any range step within the established salary range for the first 12 months of employment. Section 6, Salary Advancement shall apply to new hires and promotions. The City Manager shall update this resolution for City Council's consideration any time a salary compaction is created.

1.2 The pay ranges for the Unclassified Management Employees are reflected in the attached Salary Tables with corresponding effective dates:

Appendix A: July 1, 2024 – June 30, 2025 (10% separation from highest paid subordinate/manager)

Appendix B: July 1, 2025 - June 30, 2026 (10% separation from highest paid subordinate/manager)

Appendix C: July 1, 2026 - June 30, 2027 (10% separation from highest paid subordinate/manager)

SECTION 2 - LONGEVITY PAY:

2.1 The City agrees to pay Unclassified Management Employees two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining ten (10) years of service credit with the City.

2.2 In addition to the longevity pay in Section 2.1 above, the City agrees to pay Unclassified Management Employees an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining fifteen (15) years of service credit with the City.

2.3 In addition to the longevity pay in Sections 2.1 and 2.2 above, the City agrees to pay Unclassified Management Employees an additional two and one-half percent (2.5%) of their prevailing pay rate as longevity pay, commencing on the anniversary of attaining twenty five (25) years of service credit with the City.

SECTION 3 - CITY MANAGER PROVISIONS:

The City Manager shall receive the benefits provided in this Resolution that are expressly authorized in the City Manager's employment contract. If any provision of this Resolution related to benefits is inconsistent or in conflict with the City Manager's employment contract, the provisions of the City Manager's employment contract shall prevail.

SECTION 4 - ACTING DUTY PAY:

4.1 The City Manager, or his/her designee, may appoint an employee to acting duty status to perform the duties of a higher classification that is vacant, either temporarily, permanently, or newly created, subject to this Section 4.

4.2 An employee may serve in acting duty status only until such time as the City Manager, or his/her designee, makes a regular appointment to the classification or until such time that the incumbent employee returns to work. Only employees in good standing, e.g. not currently rated unsatisfactory, not currently on a work improvement plan, or not currently having disciplinary action pending or in effect, may be appointed to acting duty status.

4.3 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 at their sole discretion. Special circumstances include, but are not limited to, needing required licenses, certificates, or degrees, or needing certain training or abilities.

4.4 An employee appointed to acting duty status shall be paid a rate not less than the minimum pay range for the acting classification. Acting duty pay shall be at least 10% more than the employee's prevailing pay rate.

4.5 An employee appointed to acting duty status shall not be paid more than the maximum pay rate in the pay range for the acting duty classification. If this provision conflicts with Section 4.4 above, then Section 4.4 above shall prevail.

4.6 While serving in acting duty status an employee shall continue to receive any pay adjustments, advancements and fringe benefit increases granted to the employee's regular classification. These adjustments or advancements may cause an employee's acting duty pay rate to increase correspondingly, if still under the maximum acting pay rate noted in Section 4.5 above.

4.7 An employee appointed to acting duty status shall receive acting duty pay immediately upon assuming the acting duty position, provided the assignment is for at least one scheduled work week (40 consecutive work hours).

4.8 An employee may be removed from any acting duty assignment for any reason, as determined by the City Manager, or his/her designee.

4.9 An employee may be appointed to an acting duty assignment while serving in their initial probationary period in the City service, at the discretion of the City Manager, or his/her designee.

4.10 Non-exempt Employees that are appointed to acting duty in positions that are FLSA exempt from overtime, shall be deemed exempt for the period of service provided in the acting duty status on a full week by full week appointment basis and will not receive overtime compensation during that limited period.

4.11 An employee in an acting duty appointment for ninety (90) days or longer, shall receive leave and holiday pay at the acting rate for all such subsequent leaves and holidays that fall after the ninetieth (90^{th}) day, provided that the position is not backfilled with another acting appointment.

4.12 When an employee is appointed to an acting position, his regular position will not be automatically filled by a subordinate employee in an acting capacity (cascading acting) unless the anticipated workload in that unit will be sufficient to warrant this action. The City Manager shall approve any such decision.

4.13 The "Notification of Acting Appointment" form (Form 1201/1099), must be completed and authorized by both the City Manager, or his/her designee, and the Director of Human Resources and Risk Management prior to the first day of the acting assignment, unless unforeseen circumstances occur which prevent such completion.

SECTION 5 - PROFESSIONAL DEVELOPMENT PAY:

Unclassified Management Employees shall be provided, within the first quarter of each fiscal year, the sum of nine hundred dollars ($900.00) for reimbursement in anticipation of expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software; books, reference publications or other educational materials; membership or association fees; or any other expenses which promote the professional development of the Unclassified Management Employee and promote the best interests of the City.

SECTION 6 - SALARY ADVANCEMENT:

6.1 Advancement shall mean a pay rate increase given to an Unclassified Management Employee contingent upon merit and performance, within the pay range established for the Unclassified Management Employee's classification. An Unclassified Management Employee's pay rate increase shall be effective the first day of the payroll period closest to the date the Unclassified Management Employee is granted the advancement.

6.2 In addition to those conditions provided for in standard management procedures, Unclassified Management Employees shall be eligible for advancement when the Unclassified Management Employee's length of satisfactory service in their classification satisfies at a minimum the following requirements:

Monthly Rate Step A	Monthly Rate Step B	Monthly Rate Step C	Monthly Rate Step D	Monthly Rate Step E	Monthly Rate Step F
Date of appoint-ment	6 mos. after appt.	12 mos. after appt.	After at least 12 months in Step C	After at least 12 months in Step D	After at least 12 months in Step E

6.3 The City Manager has the sole discretion to authorize salary advancements of Unclassified Management Employees.

SECTION 7 - AUTO ALLOWANCE:

The City shall provide an allowance to the Assistant City Manager, Deputy City Manager, and Directors for use of their personal automobiles for official City business at the rate of five hundred dollars ($500.00) per month.

SECTION 8 - ALLOWANCE FOR MILEAGE:

8.1 The City shall reimburse Unclassified Management Employees for use of their personal automobile for official City business at the current IRS rate as adjusted from time to time, plus any parking fees or tolls associated with City business.

8.2 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.

8.3 Reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any SMP which may be subsequently adopted.

SECTION 9 - REDEMPTION OF ACCUMULATED LEAVE:

9.1 Unclassified Management Employees may redeem any accumulated leave including vacation, administrative Leave and Sick Leave each year of this resolution up to the hours indicated in 9.2, 9.3, 9.4, and 9.5 of this Section. Sick leave shall be redeemed at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed. All other types of leave shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed.

9.2 The City Manager may redeem up to a combined total of one hundred (100) hours of any accumulated leave in each fiscal year as described in 9.1 above.

9.3 The Assistant City Manager and Deputy City Manager may redeem up to a combined total of ninety (90) hours of any accumulated leave in each fiscal year as described in 9.1 above.

9.4 The Directors may redeem up to a combined total of four hundred (400) hours of any accumulated leave in each fiscal year as described in 9.1 above.

9.5 The City shall cash out any accumulated leave to the employees that are in excess of maximums set for Vacation, Administrative Leave, and Sick Leave every pay period.

SECTION 10 - PAYDAY AND PAYCHECK DISTRIBUTION:

10.1 Payday shall be bi-weekly on Thursday.

10.2 Paychecks shall be dated and distributed bi-weekly on the Thursday payday.

10.3 If any pay date falls on a holiday, the pay date shall be the preceding Wednesday.

SECTION 11 - OVERPAYMENT REMEDY:

Unclassified Management Employees covered herein are required to reimburse the City for any overpayment of wages or benefits. Unclassified Management Employees shall notify the City within the next available working day of any such overpayment. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent employee payroll warrant following overpayment notification, or by other reasonable repayment method acceptable to the Unclassified Management Employee and the City.

ARTICLE III
INSURANCE AND RETIREMENT BENEFITS

SECTION 1 - HEALTH INSURANCE PREMIUM:

1.1 Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Orange, Riverside and San Bernardino counties) for each management employee and eligible dependents.

1.2 The cafeteria cap on the use of excess monies shall be two hundred dollars ($200.00) per month, regardless of the number of dependents.

1.3 Unclassified Management Employees 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 Unclassified Management Employee. (Unclassified Management Employees 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 Unclassified Management Employees.) Unclassified Management Employees may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

1.4 Unclassified Management employees shall have the right to use monies remaining from the monthly sum originally provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.

1.5 Eligible retired Unclassified Management Employees shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For eligible retired Unclassified Management Employees hired prior to January 1, 2014, the City shall pay the monthly health insurance premium in the same monthly amount as provided for active full-time Unclassified Management Employees. For retired Unclassified Management Employees hired on or after January 1, 2014, the City shall pay a monthly health insurance premium 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 employees
0 – 4.99 years	0%
5 years	50%
6 years	60%
7 years	70%
8 years	80%
9 years	90%
10 years	100%

SECTION 2 - DENTAL INSURANCE PREMIUM:

2.1 The City shall pay up to, but not to exceed the amount of eighty-seven dollars ($87.00) per month for dental insurance premium provided by the City for each Unclassified Management Employee and his/her eligible dependents.

2.2 Unclassified Management Employees may elect to discontinue or not enroll for dental insurance provided that they submit written proof of equivalent coverage. Unclassified Management Employees electing to discontinue or not enroll for dental insurance 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 Unclassified Management employee.

SECTION 3 - LIFE INSURANCE PREMIUM:

3.1 The City shall provide the City Manager with term life insurance coverage in accordance with the Employment Agreement between the City and the City Manager, subject to any age reduction schedules mandated by the insurance company.

3.2 The City shall provide the Assistant City Manager, Deputy City Manager, and Directors with term life insurance coverage of not less than four hundred thousand dollars ($400,000.00) after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier; if the EOI form is not submitted, $200,000.00 is the maximum coverage and is subject to any age reduction schedules mandated by the insurance company.

3.3 Unclassified Management Employees shall have the right to purchase additional (supplemental) term life insurance through the City-sponsored programs using monies remaining from the monthly sum originally provided by the City for the employee's health insurance, or, if none, by paying the additional premiums themselves through payroll deduction. The maximum additional (supplemental) term life insurance an Unclassified Management Employee may purchase is up to the basic minimums listed above for each classification, provided the EOI form is submitted and approved by the City's life insurance carrier. Otherwise, the maximum additional term life insurance (supplemental insurance) an Unclassified Management Employee may purchase is $200,000.00.

SECTION 4 - SHORT TERM AND LONG TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for the Unclassified Management Employees under the terms, requirements and conditions set forth in the policy underwritten by a licensed insurance company contracted by the City. The City reserves the right to change the LTD carrier and/or LTD benefits provided on such terms as the City determines are in its best interest.

4.2 The City shall provide short term disability insurance (or "STD") benefits for the Unclassified Management Employees solely in order to provide the benefit during the 90-day LTD benefit waiting period. The City shall provide an STD plan for the Unclassified Management Employees under the terms, requirements and conditions compatible with the LTD benefit plan. Nothing herein shall bind the City to provide STD insurance coverage if the City chooses to implement a self-insured STD program.

4.3 After a maximum of a 90-day waiting period:

a. An Unclassified Management Employee who has been employed with the City for five (5) or more years, and who is disabled from his or her own occupation, shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave, up to age sixty-five (65); and

b. An Unclassified Management Employee who has been employed with the City for fewer than five (5) years and who is disabled from his or her own occupation shall be entitled to sixty-six and two-thirds percent (66⅔%) of his or her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave, for twenty-four (24) months. An Unclassified Management Employee who has been employed with the City for fewer than five (5) years and who is disabled from all occupations shall be entitled to sixty-six and two-thirds percent (66⅔%) of his/her prevailing pay rate, up to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave, up to age sixty-five (65).

c. There shall be no reduction of LTD or STD benefits for a workers' compensation award for permanent disability. In no case shall an employee on workers' compensation receive short-term or long-term disability benefits and workers' compensation salary continuation or temporary disability simultaneously.

d. There shall be no exclusion for "soft tissue injuries", including but not limited to musculoskeletal and connective tissue disorders, strains and sprains of the cervical, thoracic and lumbosacral spine.

e. The only allowable offsets are those listed in the LTD and STD policies.

4.4 The provision of the LTD Plan and the STD Plan is conditioned upon the following:

a. The continued availability of insurance coverage for LTD and/or STD at a comparable cost as set forth in the LTD and STD policies, subject only to increases in premium not to exceed applicable increases in the consumer price index for each year for the LTD and STD Plans underwritten by the existing carrier or other insurance carrier.

b. Eligibility for and administration of benefits under the STD Plan and the LTD Plan and including the determination whether an Unclassified Management employee is disabled from his or her own occupation, shall be determined by the existing carrier, not by the City.

4.5 The City is required to provide LTD benefits only through a licensed insurance provider. The City reserves the right to change the LTD carrier and/or LTD benefits provided, on such terms as the City determines are in its best interests.

4.6 For injuries and other disabilities covered under California workers' compensation laws, Unclassified Management Employees 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 Unclassified Management Employee returns to work, or a refusal by the Unclassified Management Employee to return to work following a determination by a physician that the Unclassified Management Employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to the Unclassified Management Employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If an Unclassified Management Employee is approved for workers'

compensation leave, the Unclassified Management Employee shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Unclassified Management Employees who are still disabled after seventeen (17) weeks shall be determined by the terms of the LTD insurance plan.

4.7 While on long term disability, Unclassified Management Employees may use sick leave, annual leave, administrative leave, or floating holiday to bring them to 100% of their prevailing pay rate in conjunction with the disability benefit. The use of accrued leave shall be in the order specified herein.

SECTION 5 - CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CalPERS):

5.1 For those Unclassified Management Employees hired before the effective date of the CalPERS contract amendment (May, 6, 2011) providing for a tiered retirement benefit, the City shall continue to include those Unclassified Management Employees in the CalPERS "3% at 60" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation;

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 participate in the part time service credit purchase program, but solely at their own cost;

f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.2 For those Unclassified Management Employees hired on or after the effective date of the CalPERS contract amendment (May 6, 2011) providing for a tiered retirement benefit, and as defined by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) as "Classic Members", the City shall include those Unclassified Management Employees in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation;

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 participate in the part time service credit purchase program, but solely at their own cost;

f. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit.

5.3 Unclassified Management Employees shall pay the full percentage of the member contributions on a pre-tax basis.

5.4 Unclassified Management Employees hired on or after January 1, 2013, defined by CalPERS under the Public Employees' Pension Reform Act of 2013 (PEPRA) as "New Members," the City shall include those Unclassified Management Employees 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.

5.5 "New Members" shall pay the full percentage of the member contributions on a pre-tax basis.

SECTION 6 - DEFERRED COMPENSATION PROGRAMS:

6.1 The City shall sponsor voluntary deferred compensation programs, including 457b and 401a.

6.2 The City agrees to match the amount, dollar for dollar, up to eleven thousand, five hundred dollars ($11,500.00) per calendar year, contributed to the City Manager's deferred compensation plan(s); 457b and/or 401a.

6.3 The City agrees to match the amount, dollar for dollar, up to eleven thousand, five hundred dollars ($11,500.00) per calendar year, contributed to the Assistant City Manager's, Deputy City Manager's, Directors', and the Officers' deferred compensation plan(s); 457b and/or 401a.

SECTION 7 - VISION CARE PLAN:

The City shall sponsor a vision care program for Unclassified Management Employees and their eligible dependents as described in detail by the vision plan document. Unclassified Management Employees shall pay the premium for the vision care plan and increases in the premium for the duration of this resolution. Unclassified Management Employees may use monies remaining from the monthly sum originally provided by the City for health insurance to pay the premium for Vision Care.

ARTICLE IV
LEAVES

SECTION 1 - JURY DUTY/COURT SUMMONS/SUBPOENA:

Unclassified Management Employees summoned to a court to provide testimony on behalf of the City or as directed by the City Manager, shall not lose any pay or be required to use any paid leave during such court service. Paid leave for jury service shall be limited to ten (10) working days in any one calendar year.

SECTION 2 - VACATION LEAVE:

The City shall provide Unclassified Management Employees with vacation leave subject to the following conditions:

2.1 Unclassified Management Employees shall be credited with vacation leave at the following rates:

i. Ten (10) hours for each month of service or major portion thereof from the date of appointment;

ii. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon commencement of the Unclassified Management Employee's eleventh year of service;

iii. Upon the twentieth anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Section 2.1.ii;

iv. Upon the twenty-first anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii and 2.1.iii;

v. Upon the twenty-second anniversary date, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii., 2.1.iii., and 2.1.iv;

vi. Upon the twenty-third anniversary date, and each anniversary date thereafter, Unclassified Management Employees will be credited with ten (10) hours of vacation leave, in addition to the credit under Sections 2.1.ii, 2.1.iii., 2.1.iv., and 2.1.v.

2.2 Unclassified Management Employees shall not be credited with vacation leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

2.3 Unclassified Management Employees may use vacation leave only after completing their initial six (6) months of service. Unclassified Management Employees shall not use less than one (1) hour of vacation leave at any one time.

2.4 Unclassified Management employees shall not accrue more than a total of eight hundred (800) hours of vacation leave, after which accruals shall cease until total accrued vacation leave drops below the 800 hour accrual cap.

SECTION 3 - SICK LEAVE:

The City shall provide Unclassified Management Employees with sick leave as follows:

3.1 Unclassified Management Employees 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.

3.2 Unclassified Management Employees may accrue a maximum of one thousand forty (1,040) hours of sick leave hours. Unclassified Management Employees may use accrued sick leave only after completing their initial month of service.

3.3 Unclassified Management Employees may not use sick leave at their discretion, but only in cases of actual personal sickness, or the sickness of the Unclassified Management Employee's immediate family member. Sick leave shall be used for medical and dental appointments and pregnancy.

3.4 When an Unclassified Management Employee uses sick leave, the Unclassified Management Employee will complete and submit a signed leave request form stating the need for such sick leave, including partial day absences. When an Unclassified Management Employee uses sick leave in excess of three (3) consecutive working days, the City may require an Unclassified Management Employee to present, upon return to work, a medical certification signed by a physician or licensed medical practitioner verifying the need for such sick leave.

3.5 When an Unclassified Management Employee wishes to use accrued sick leave, the Unclassified Management Employee shall notify the City Manager and/or the Assistant City Manager either before or within one (1) hour after the time set for beginning the work period of the intended absence due to sickness, unless the Unclassified Management Employee is incapacitated and physically unable to provide the required notification. Unclassified Management Employees on sick leave shall regularly inform the City Manager and/or the Assistant City Manager of their physical condition.

3.6 When an Unclassified Management Employee separates from the City service for whatever reason the Unclassified Management Employee shall be compensated for one-half (1/2) the value of accrued sick leave. The value of accrued sick leave shall be calculated using such Unclassified Management Employee's prevailing pay rate on the date of the employee's separation from City service.

3.7 The City shall provide Unclassified Management Employees with thirty (30) days of sick leave at the time of hire. Sick leave advanced to Unclassified Management Employees under this section shall be considered to be loaned to the Unclassified Management Employee and the Unclassified Management Employee shall not accrue additional sick leave for a thirty (30) month period.

SECTION 4 – PAID PARENTAL LEAVE:

The City shall provide Unclassified Management Employees Parental Leave at one hundred percent (100%) of salary, for the birth, adoption of foster placement of a child, regardless of gender, marital status or sexual orientation of the parent. Paid Leave may be taken at any time during the twelve-month period immediately following the birth, adoption or placement of a child with the employee.

4.1 Paid Parental Leave must be taken in the full workday increments, and within one year of the date

of birth/placement of the child. This type of absence shall not be charged against the employee's leave credits or accruals.

4.2 Paid Parental Leave shall be provided for up to one hundred sixty (160) hours (at the employee's adjusted hourly rate of pay) taken intermittently or consecutively, at the employee's discretion, concurrently with FMLA/CFRA/PDL, as applicable, in the twelve-month period following the birth of a child, adoption of a child, or placement of a foster child in their home.

4.3 To be eligible for the Paid Paternal Leave, Unclassified Management Employees must:

a. Be permanent full-time employees eligible for City health benefits; AND
b. Have completed six months of full-time City service; AND
c. Be a parent of a newborn child; OR
d. Have adopted a child or who have had a foster child placed in their home (in either case, the child must be age 17 or younger).

SECTION 5 - HOLIDAY LEAVE:

The City shall provide Unclassified Management Employees with the following fourteen holidays with pay subject to the following conditions:

5.1 January 1 (New Years Day)
The third Monday in January (Martin Luther King Day)
January 30th (Fred T. Korematsu Day)
The third Monday in February (President's Day)
March 8 (International Women's/Rosa Parks Day)
March 31st (Cesar Chavez Day)
The last Monday in May (Memorial Day)
June 19th (Juneteenth)
July 4th (Independence Day)
The first Monday in September (Labor Day)
October 25 (Larry D. Itliong Day).
November 11th (Veteran's Day)
The fourth Thursday in November (Thanksgiving Day)
December 25th (Christmas) and
Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday.

5.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Unclassified Management Employee's annual leave balance. When any day designated as a holiday falls on a Sunday, the following Monday shall be observed as the holiday. In order to be paid for a holiday or receive the leave conversion, the Unclassified Management Employee must work his or her full regularly-scheduled workday immediately before and after the holiday unless the Unclassified Management Employee is absent from any portion or all of his or her regularly-scheduled workday immediately before or after the holiday on authorized paid leave. An Unclassified Management Employee shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by the Unclassified Management Employee during his or her regularly-scheduled workday immediately before or after the holiday.

5.3 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 Unclassified Management Employee must use such additional holiday leave when granted, and such leave cannot be accrued. Unclassified Management Employees absent on other paid leave when such additional holiday leave is granted shall not receive compensatory leave or additional pay because of their absence. An Unclassified Management Employee shall not receive holiday pay for this half-day holiday if any leave without pay was used by the Unclassified Management Employee during his or her regularly-scheduled workday immediately before or after the half-day holiday.

5.4 Three (3) floating holidays shall be provided to Unclassified Management Employees annually, subject to the following conditions:

i. The Unclassified Management Employee's immediate supervisor has the exclusive authority to approve floating holiday leave. Unless the Unclassified Management Employee's use of floating holiday leave interferes with departmental operations, the Unclassified Management Employee's immediate supervisor shall permit the Unclassified Management Employee to use floating holiday leave at the Unclassified Management Employee's discretion;

ii. Unclassified Management Employees shall not use less than one (1) hour of floating holiday leave at any one time;

iii. Unclassified Management Employees are encouraged to use floating holiday leave during the fiscal year. However, holiday leave shall be converted to vacation leave if not used by the end of the fiscal year;

iv. When an Unclassified Management Employee separates from the City service for any reason, the City shall compensate the Unclassified Management Employee for any floating holiday leave not taken for floating holidays occurring prior to their separation date;

v. New Unclassified Management Employees will be credited with floating holiday leave for floating holidays which occur subsequent to their date of hire.

SECTION 6 - ADMINISTRATIVE LEAVE:

The City shall provide Unclassified Management Employees with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

6.1 Unclassified Management Employees shall accrue administrative leave hours for each month of service or major portion thereof as follows:

i. City Manager – 10 hours;
ii. Assistant City Manager – 10 hours;
iii. Deputy City Manager – 10 hours;
iv. Directors– 10 hours.
v. Energy and Sustainability Officer – 10 hours

6.2 Unclassified Management Employees shall not accrue more than the following number of hours of

administrative leave:

i. City Manager – 180 hours;
ii. Assistant City Manager – 180 hours;
iii. Deputy City Manager – 180 hours;
iv. Directors– 180 hours.
v. Energy and Sustainability Officer – 180 hours

6.3 Unclassified Management Employees shall use administrative leave only upon written approval of the immediate supervisor.

6.4 When an Unclassified Management Employee separates from the City service for any reason, the City shall compensate the Unclassified Management Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using the Unclassified Management employee's prevailing pay rate on the date of the employee's separation from City service.

SECTION 7 - WORKER COMPENSATION LEAVE:

The City shall provide Unclassified Management employees with workers' compensation leave subject to the following conditions:

7.1 Except as otherwise provided, an Unclassified Management Employee substantially disabled by bodily injury or sickness in the course and scope of employment shall be paid his/her regular pay rate for up to seventeen (17) weeks from the date of disability, or until the City's workers' compensation insurance carrier terminates temporary disability payments either by means of a lump sum settlement or a retirement with pension, whichever occurs first.

7.2 When an Unclassified Management Employee receives workers' compensation payments, the City shall pay such Unclassified Management Employee only the difference between such workers' compensation payments and such Unclassified Management Employee's regular pay rate. During the time such Unclassified Management Employee is substantially disabled, such Unclassified Management Employee shall continue to accrue vacation leave, sick leave, personal leave, administrative leave, and seniority for purposes of pay adjustments or advancements.

SECTION 8 - MILITARY LEAVE:

The City shall grant military leave to Unclassified Management Employees as provided in California Military and Veterans Code Sections 389 through 395. An Unclassified Management Employee on ordered military leave shall be paid their regular pay rate in addition to their military pay.

SECTION 9 - LEAVE OF ABSENCE WITHOUT PAY:

The City Manager shall have the exclusive authority to approve an Unclassified Management Employee's request for leave of absence from work without pay. Such leave of absence shall not be approved unless the Unclassified Management Employee provides the City Manager with a written reason for the request. If the City Manager approves such leave of absence for a period of ten (10) working days or less, the Unclassified Management Employee shall not lose any seniority for such leave of absence. After the

expiration of an approved leave of absence without pay, Unclassified Management Employees shall be reassigned to their former classification.

In accordance with Federal and/or State leave laws and as hereby authorized by the City Council, the City Manager may grant an Unclassified Management Employee's request for up to 12 weeks of unpaid, job protected leave to eligible employees for certain family and medical reasons under the Family and Medical Leave Act of 1993 (FMLA). The City Manager shall not grant an unpaid leave in excess of one (1) year for Unclassified Management Employees with five (5) years or less seniority or in excess of three (3) years for Unclassified Management Employees with more than ten (10) years seniority. An Unclassified Management Employee on an unpaid leave for 61 days or more shall not accrue seniority for that portion of the leave over sixty (60) days. After the expiration of the unpaid leave, the Unclassified Management Employee shall be assigned to his/her former classification. The Unclassified Management Employee requesting the leave shall state in writing the reasons for the request.

SECTION 10 - TIME OFF FOR VOTING:

The City shall provide Unclassified Management Employees with time off for voting subject to the following conditions:

10.1 When an Unclassified Management Employee claims not to have sufficient time outside of working hours to vote at a statewide election, the Unclassified Management Employee may, without loss of pay, with the approval of the City Manager, take off enough working hours which when added to the voting hours available outside of working hours will enable the Unclassified Management Employee to vote. The City Manager may not authorize an Unclassified Management Employee to take off more than two (2) hours from work for voting with pay. The time off authorized for voting shall be only at the beginning or end of a work period, whichever allows the Unclassified Management Employee the most time for voting and the least time off from work.

10.2 If the Unclassified Management Employee knows or has reason to believe that time off for voting shall be necessary on election day, the Unclassified Management Employee shall notify the City Manager of that fact at least two (2) work periods in advance.

SECTION 11 - DISCRETIONARY LEAVE:

All discretionary leave taken by Unclassified Management Employees shall be approved, in advance, by the City Manager or the Assistant City Manager, as applicable.

ARTICLE V
MISCELLANEOUS PROVISIONS

SECTION 1 - ME TOO CLAUSE:

During the term of this resolution, if any other bargaining unit in the City of Carson receives additional increases to the proposed cost of living increases or other compensation, including retroactive payments, or additional improvements to the health insurance benefits, including but not limited to, additional City contributions to the health insurance premiums or cafeteria caps; or any other financial improvements, the City agrees to provide the same such increases and improvements to the Unclassified Management Employees and to meet and confer with the Unclassified Management Employees over such increases and

improvements. The provision of this paragraph shall expire on and not be effective after June 30, 2027.

SECTION 2 - DISCIPLINARY ACTION:

The authority of the City to institute disciplinary action against Unclassified Management Employees and the rights of those employees with respect to such disciplinary action shall be governed by the provisions of the Carson Municipal Code.

SECTION 3 - LEGAL COUNSEL:

The City shall comply with all of its statutory obligations relative to providing defense and indemnification of public employees, if any, including but not limited to Government Code Sections 825-825.6 and Sections 995-996.6.

SECTION 4 - NON-APPLICABILITY OF PERSONNEL RULES:

The City's Personnel Rules do not apply to Unclassified Management Employees covered by this resolution. Subject to the provisions of the City's Municipal Code, the City and the Unclassified Management Employees covered by this resolution may, upon mutual agreement, meet and discuss any subject or matter covered by this resolution.

SECTION 5 - SEVERABILITY:

In the event that any term, covenant, condition, or provision contained in this resolution is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, condition, provision or agreement shall in no way affect any other term, covenant, condition, or provision of this resolution and the remainder of the resolution shall still be in full force and effect.

SECTION 6 - DURATION:

6.1 This Resolution shall be binding on the City and the Unclassified Management Employees effective July 1, 2024.

6.2 Except as otherwise provided herein, this Resolution shall continue in full force and effect until such time as amended or superseded by City Council ordinance or resolution.

APPENDICES:

City of Carson - Salary Schedule
Unclassified Management Employees
Effective July 1, 2024 - June 30, 2025 - Appendix A
COLA: 6.0%

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant City Manager	301	104.05	109.25	114.71	120.45	126.47	132.80
Deputy City Manager	306	99.09	104.04	109.25	114.71	120.44	126.47
Director of Community Development	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Community Services	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Finance	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Human Resources and Risk	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Information Technology & Security	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Public Works	304	94.37	99.09	104.04	109.25	114.71	120.44
Director of Public Safety	304	94.37	99.09	104.04	109.25	114.71	120.44
Energy and Sustainability Officer	305	76.09	79.89	83.89	88.08	92.48	97.11

City of Carson - Salary Schedule
Unclassified Management Employees
Effective July 1, 2025 - June 30, 2026 - Appendix B
COLA: 4.0%

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant City Manager	301	108.21	113.62	119.30	125.27	131.53	138.11
Deputy City Manager	306	103.05	108.20	113.62	119.30	125.26	131.52
Director of Community Development	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Community Services	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Finance	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Human Resources and Risk	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Information Technology & Security	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Public Works	304	98.15	103.05	108.21	113.62	119.30	125.26
Director of Public Safety	304	98.15	103.05	108.21	113.62	119.30	125.26
Energy and Sustainability Officer	305	79.13	83.09	87.24	91.60	96.18	100.99

City of Carson - Salary Schedule
Unclassified Management Employees
Effective July 1, 2026 - June 30, 2027 - Appendix C
COLA: 4.0%

Title	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Assistant City Manager	301	112.54	118.17	124.08	130.28	136.79	143.63
Deputy City Manager	306	107.17	112.53	118.16	124.07	130.27	136.78
Director of Community Development	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Community Services	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Finance	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Human Resources and Risk	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Information Technology & Security	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Public Works	304	102.07	107.18	112.53	118.16	124.07	130.27
Director of Public Safety	304	102.07	107.18	112.53	118.16	124.07	130.27
Energy and Sustainability Officer	305	82.30	86.41	90.73	95.27	100.03	105.03

Section 4. This resolution shall be effective retroactively as of July 1, 2024.

Section 5. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 1st day of April 2025.

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. 25-040 adopted by the City of Carson City Council at its meeting held on April 1, 2025, 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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: James Nguyen, Special Projects Manager CD Administration

Subject: CONSIDER AWARD AND APPROVAL OF TWO CONTRACT SERVICES AGREEMENTS WITH ECONOMIC & PLANNING SYSTEMS, INC. (EPS) FOR DEVELOPMENT IMPACT FEES AND COMMUNITY BENEFITS SERVICES AND RSG, INC. (RSG) FOR INCLUSIONARY HOUSING & IN-LIEU FEES, COMMERCIAL & INDUSTRIAL LINKAGE FEES, AND COMMUNITY FACILITIES DISTRICTS OR ALTERNATIVE FUNDING MECHANISM SERVICES (CITY COUNCIL)

I. SUMMARY

This item includes approval of two contracts, with Economic & Planning Systems, Inc. (EPS) and RSG, Inc. (RSG), to undertake a comprehensive community development fee study, provide related implementation services, and conduct a feasibility analysis for adoption of the following fees:

(1) Development Impact Fees (update current interim program including nexus study as well as ensuring compliance with applicable law including the Nollan/Dolan Doctrine requirements of an essential nexus and rough proportionality of fees)

(2) Community Benefits (create new program applicable to development projects exceeding General Plan thresholds)

(3) (A) Inclusionary Housing and In-Lieu Fees, and (B) Commercial & Industrial Development Linkage Fee (create new programs)

(4) Community Facilities Districts (provide CFD administration and consultation services) and alternative funding mechanisms for services (create new program)

The City solicited the proposals in the summer and fall of 2024 under RFP No. 24-019. The City received four proposals from four highly qualified firms. Firms had the option to submit proposals for only one (or more) of the four scopes. After an extensive review process which included interviews and further rounds of scope negotiation, the City's evaluation committee is recommending awarding the contract to EPS for Scope 1 (Development Impact Fees) and Scope 2 (Community Benefits), and RSG for Scope 3 (Various Housing) and Scope 4 (Community Facilities District or Alternative). Given that both firms are reputable industry leaders in this field, staff believes the EPS and RSG team combination will best meet the City goals.

II. RECOMMENDATION

TAKE the following actions:

1. **AWARD** and **APPROVE** a Contract Services Agreement with EPS to provide consulting services for Development Impact Fees, Community Benefits, and related implementation at a cost not to exceed $508,725 for a five-year term (Exhibit No. 1; "EPS Contract Services Agreement");
2. **AWARD** and **APPROVE** a Contract Services Agreement with RSG to provide consulting services for Inclusionary Housing and In-Lieu Fees, Commercial & Industrial Development Linkage Fee and related

implementation at a cost not to exceed $529,086 for a five-year term (Exhibit No. 2; "RSG Contract Services Agreement");

3. **AUTHORIZE** the Mayor to execute the EPS Contract Services Agreement and the RSG Contract Services Agreement following approval as to form by the City Attorney; AND
4. **WAIVE** further reading and **ADOPT** Resolution No. 25-042, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ALLOCATE $508,725 OF INTERIM DEVELOPMENT IMPACT FEES (ADMINISTRATION) FOR PURPOSES OF ESTABLISHING A PERMANENT DEVELOPMENT IMPACT FEE PROGRAM & NEXUS STUDY".

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

EPS Scope of Work

EPS will be preparing a series of technical studies and analysis as part of the DIF and Community Benefits effort including but not limited to land use projection, nexus analysis, maximum allowable fee calculations (feasibility analysis), case studies and best practices, feasibility analysis traffic guidelines and more. A final Development Impact Fee Nexus Report and Community Benefits Report will also be included.

Development Impact Fees

In 2019, the City adopted the "Interim" Development Impact Fee Ordinance. EPS will now conduct a comprehensive and "permanent" (i.e., not "Interim," although it is understood that impact fee nexus studies must be updated at least every eight years per Government Code Section 66016.5(a)(8)) development impact fee nexus study that includes reviewing and updating the City's existing impact fees and/or studying and adopting new fees to replace the existing fees.

In general, development impact fees are one-time payments made by developers for the purpose of defraying the capital cost of public facilities related to their development projects (see Government Code Section 66000(b)).)) The City currently imposes the following six development impact fees (and a separate 7th fee for administration):

1. General Government Facilities – To finance the expansion, design, and construction of governmental facilities such as City Hall and Corporate Yard improvements.
2. Transportation Infrastructure and Facilities – To finance the expansion, design, and construction of transportation infrastructure and facilities such as roads, bridges, public transit, bikeways, and pedestrian walkways.
3. Utilities and Sustainability – To finance the expansion, design, and construction of utilities and sustainable facilities such as green streets and renewable energy projects.
4. Beautification – To finance the expansion, design, and construction of beautification infrastructure and facilities including signage and street furniture that assist in reducing congestion and associated pollution.
5. Parks and Related Facilities – To finance the land acquisition and infrastructure costs to meet the demand for park space attributable to new development.
6. Traffic Facilities – To finance traffic improvements necessary to accommodate the increase in traffic generated by new development.
7. Administration – A fee collected by the City to offset the administrative costs related to the Interim Development Impact Fee program. The fee is twelve percent (12%) of the total Interim Development Impact Fee obligation charged to the developer for all six Interim Development Impact Fee categories.

New fees categories (including combining existing categories) may be recommended as part of this effort.

Legal Requirements
The City's development impact fee program, and the studies and materials prepared for the City by EPS must comply with: (i) the Mitigation Fee Act (Chapters 5, 6, 7, 7.5, 8, and 9 of Division 1 of Title 7 of the California Government Code [commencing with Section 66000], sometimes referred to as Assembly Bill [AB] 1600); and (ii) relevant constitutional law, including the recent U.S. Supreme Court Case of Sheetz vs. County of El Dorado, California, 601 U.S. 267 (2024).

Community Benefits

EPS will also assist the City with the adoption of a new Community Benefits Program to implement certain provisions of the City's newly adopted General Plan. The Community Benefits Program would establish fees for development projects to be spent on public amenities in exchange for increased development density/intensity rights such as floor area ratio or density. This Program is envisioned to be incorporated into the City's Zoning Code.

Such community benefits are distinguished from the minimum requirements imposed on projects, conditions imposed as a result of discretionary review, and any other mitigation measures. Examples of Community Benefits Program amenities may include but not limited to:

- Affordable housing units/housing fees
- Neighborhood amenities
- Streetscape beautification
- Unfunded public improvements and operations and maintenance costs
- Landscaping, parks and open space enhancements
- Facility improvements for the community center, library, etc.
- Public art
- Complete streets, pedestrian and bicycle improvements
- Transit facilities and services
- Traffic reduction and traffic calming
- Workforce development and job creation
- Sustainability/energy conservation/green building measures
- Funding for community programs or services

The City endeavors to create an equitable and easy-to-implement Program. ESP will help the City determine whether a monetary payment-based program (whereby developers make payments to the City and the City subsequently provides the amenities or makes the improvements for the community) versus a system where developers would provide the community benefits directly to the community by making the intended improvements or providing the intended amenities in-kind would best achieve City's goals.

RSG Scope of Work

RSG will prepare various development prototypes, market research, and pro forma analysis for the housing task. This will also include an inclusionary feasibility analysis and an in-lieu fee and commercial and industrial nexus study. RSG through its subconsultant Webb Municipal Finance (WMF) will assist the City with on-going administration of the existing Citywide CFD and will make recommendations on establishing a funding mechanism for new development to mitigate ongoing fiscal impacts.

Inclusionary Housing with in-lieu options, and Commercial & Industrial Development Housing Linkage Fee Overview

RSG will assist the City in adopting its first Inclusionary Housing Program ordinance. The Inclusionary Housing Program will help to ensure that housing affordable to lower-income households is ultimately built, by requiring that a certain percentage of housing units in new residential developments be restricted with respect to the rental rates or sale prices so as to be affordable to lower income households, or that in-lieu fees be paid to the City to provide affordable housing, among other potential alternatives available to the developer in-lieu of providing the affordable units in the subject development ("Inclusionary Housing Program").

Inclusionary Housing Program would apply, at minimum, to developers of rental housing, and to the extent it does, it will need be consistent with Government Code Section 65850(g). The Inclusionary Housing Program may also apply to developers of for-sale housing, subject to compliance with applicable law.

The Inclusionary Housing Program may include multiple compliance options for developers building for-sale housing to select from as available alternatives to providing the affordable units in the subject development, including paying the in-lieu fees, constructing off-site affordable for-sale units, dedicating land equal in value to the applicable in-lieu fee, or acquiring and rehabilitating a comparable number of inclusionary units that are affordable to lower income households. RSG would assist with other tasks relating to the implementation of the program ordinance(s) such as assisting the City with creating developer incentives or other mechanisms to facilitate development of new affordable housing sufficient to meet the City's lower-income RHNA needs; refer to the programs and actions called out in the City's adopted Housing Element of 2021-2029 for additional details.

Additionally, new commercial and industrial projects may create an affordable housing need for workers and worker households. Therefore, RSG will also assist the City in adopting its first Commercial & Industrial Development/Housing Linkage Fee program ordinance to generate local funding for affordable housing from commercial and industrial development.

Community Facilities Districts (CFD) | Alternative Funding Mechanisms (In-Lieu of CFDs) for the Mitigation of Ongoing Fiscal Impacts (Overview)

Unlike Development Impact Fees that are used to pay for infrastructure costs, CFD taxes are intended to pay for ongoing municipal services provided to new developments. On November 7, 2018, the City adopted Resolution No. 18-119 to form CFD No. 2018-01 ("CFD") for maintenance and services. This CFD also included a City-wide future voluntary annexation area. New development projects that impose negative fiscal impacts on recurring City services have the option to annex into the CFD with the approval of their property owner. As permitted by the Act, CFD may provide one or more of the following eligible services to new projects:

- Law enforcement services;
- Street sweeping / Sidewalk cleaning and maintenance;
- Maintenance of parks, parkways and open space;
- Maintenance of roadways;
- Flood and storm protection services; and
- Other eligible services permitted by the Act.

New developments should pay to mitigate their long-term and ongoing negative fiscal impacts. RSG/WMF will make recommendations to the City to allow developers to mitigate their long-term and ongoing fiscal impacts.

V. FISCAL IMPACT

Since the adoption of the Interim Development Impact Fee Ordinance in 2019, the City has collected over $17 million in revenue to fund city-wide infrastructure projects. The establishment of a permanent Development Impact Fee Ordinance will allow the City to continue collecting revenue and comply with growing state requirements. During the same time period, the City has also collected an additional $1.7 million (approximate) in revenue to fund maintenance and services under the City's Community Facilities District or other related alternative funding arrangements.

The Community Benefits Program, Inclusionary housing, and Commercial and Industrial Housing Linkage fees would introduce new funding sources for the City. In addition, they will provide developers with greater certainty on determining the cost of development in Carson.

The total costs of the two contracts are $508,725 for EPS and $529,096 for RSG. RSG's contract is proposed to be paid from the following account: 101-70-701-100-6004. EPS contract would be paid from either Account No. 101-70-701-100-6004 or, if applicable, entirely from Account No. 289-70-701-100-6004. Sufficient funds have been budgeted for Fiscal Year 2024-2025 for account number: 101-70-701-100-6004. Adoption of Resolution No. 25-042 would allocate unassigned IDIF funds to 289-70-701-100-6004. Funding from IDIF Admin Account has been set aside for the purposes of the EPS scope.

VI. EXHIBITS

1. Contract Services Agreement - Economic & Planning Systems, Inc.
2. Contract Services Agreement - RSG, Inc.
3. Budget Resolution No. 25-042

Attachments

Exhibit 1 - Contract Services Agreement - EPS, Inc. v5.pdf

Exhibit 2 - Contract Services Agreement - RSG, Inc. v3.pdf

Exhibit 3 - Budget Resolution No. 25-042.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ECONOMIC & PLANNING SYSTEMS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ECONOMIC & PLANNING SYSTEMS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and Economic & Planning Systems, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Eight Thousand Seven Hundred Twenty-Five Dollars ($508,725)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Jason Moody	Managing Principal
(Name)	(Title)

Julie Cooper	Principal (Principal-In Charge / Project Manager)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

ECONOMIC & PLANNING SYSTEMS, INC., a California Corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:_____
_____
_____

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.

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OPTIONAL

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

The Scope of Services from the Request for Proposals (RFP Scope) associated with the services is hereby incorporated herein by this reference. Any conflict between the RFP Scope and the Scope below shall be resolved by the Contract Officer at his/her discretion. Any additional items required by the RFP Scope and not included below shall be included in the work as part of the scope.

The General Scope of Services described herein is: Comprehensive Community Development Fees Study and Related Implementation Services for the following fees:

(1) Development Impact Fees (update current interim program including nexus study as well as compliance with the recent US Supreme Court Case Sheetz vs. County of El Dorado, CA to ensure the Nollan/Dolan Doctrine requirements of an essential nexus and rough proportionality of fees are met) – *Consultant to lead, RSG to coordinate and support as it pertains to RSG's Scope of Services or Scope of Services on other City contracts.*

(2) Community Benefits (create new program applicable to development projects exceeding General Plan thresholds) – *Consultant to lead, RSG to coordinate and support as it pertains to RSG Scope of Services or Scope of Services on other City contracts or as-needed by the City.*

(3) (A) Inclusionary Housing and In-Lieu Fees, and (B) Commercial & Industrial Development Linkage Fee (create new programs) – *RSG to lead, Consultant to coordinate and support as it pertains to Consultant's Scope of Services as needed by the City.*

(4) Community Facilities Districts (provide CFD consultation services) or Alternative Funding Mechanisms (create new program) - *RSG to lead, Consultant to coordinate and support as it pertains to Consultant's Scope of Services or as needed by the City.*

A. Task 1: Project Initiation and Initial Document Review

Consultant will participate in a Project Initiation meeting with the City Team and RSG Team (RSG, Inc. "RSG"), to review City goals and key policy objectives with respect to the General Scope of Services, the primary objectives of the studies, and the methodologies Consultant proposes to use for its analyses. It will also be an opportunity to refine the scope, schedule, and deliverables, as needed; identify key resources and data; establish the study outreach and communication protocol; and identify key technical and policy issues/challenges and to resolve how they will be addressed.

Prior to the Project Initiation meeting, the Consultant will request and review relevant documents and data from the City necessary to facilitate an efficient kick-off meeting, including but not limited to recently completed technical studies, policy documents, and more. The Consultant will discuss issues and questions

related to these documents with the City Team and identify additional information needs, if any.

B. Task 2: Technical Analysis

Subtask 2.1.1: Land Use Projections

Consultant will review planning documents and work with City staff to establish appropriate land use assumptions and growth projections. Land use projections will be important for allocating the public facility demands of new development on a pro rata basis relative to demand generated by existing uses. Consultant will focus on the land use categories discussed in the Project Initiation meeting and based on its review and extensive experience with appropriate AB 1600 nexus methodologies, will identify any issues and potential items for further discussion with the City Team. Consultant will coordinate with the RSG Team to ensure consistent assumptions around land use projections.

Subtask 2.1.2: Project List Development

Consultant will work with relevant City departments to compile a list of the City's infrastructure and public facility needs and costs. The list will be informed by the departments' long-term capital goals and priorities, service standards, and other factors relevant to the fee program. As part of this list development, Consultant will discuss with City staff whether there are additional fee categories that may be appropriate to consider given the City's infrastructure needs.

As part of this task, the Consultant will also work with the City to collect information regarding available impact fee fund balances available to offset infrastructure needs, as well as any outstanding credit and reimbursement obligations that the updated fee program should recognize as an outstanding funding need.

Consultant assumes that City departments will provide cost estimates associated with the capital improvement needs to be funded in part through the Development Impact Fee program. In the event that the City cannot provide such cost estimates, the Consultant may, with prior written consent from the City, engage additional subconsultants to provide these estimates, subject to an additional budget request.

Subtask 2.1.3: Nexus Analysis and Impact Fee Calculation

The Consultant will prepare the nexus-based cost allocation necessary to develop a preliminary fee schedule for the City's existing fee categories—General Facilities, Utilities and Sustainability, Beautification, Parks, Transportation, and Traffic--as well for a potential new fee for Storm Water facilities. The methodology for calculating the public facility-related development impact fee categories requested for this study is detailed below:

General Facilities, Utilities and Sustainability, Beautification, and Parks: To calculate updated General Facilities, Utilities and Sustainability, Beautification, and Parks fees, Consultant will prepare a cost allocation model to appropriately assign costs to new development. Specifically, Consultant will review each capital project associated with each fee category to determine whether the entire cost or a reasonable portion thereof can be fairly allocated to new growth. The costs for projects that clearly serve both existing and new development will be allocated based on the proportion of the demand generated, or other appropriate nexus-based approach. The Consultant will ensure that facility needs and costs associated with existing deficiencies in service levels are identified as such and are excluded from the nexus analysis.

Consultant will then allocate the eligible development impact fee improvement program costs to the projected population and employment growth to determine the proportional cost per person needed to mitigate the impacts of growth on infrastructure. This "cost per person" can be used by the City if needed to determine individual project-specific impacts if required by law (although this approach is not currently required). For the purposes of fee calculation, Consultant will apply a standard density of residents or workers per square foot to each land use to calculate the fee per square foot.

Stormwater: Consultant will review the City's Storm Water Master Plan and work with City staff to determine the directly connected impervious area factors (DCIA Factors) associated with each land use to be charged for storm drainage. Consultant will then use these factors to assign relevant storm drainage improvement costs established in **Subtask 2.1.2** to new development by land use category. Consultant will work with City staff to determine if costs and cost allocations should be determined separately for specific basins or development areas.

Transportation and Traffic: Fehr & Peers (Subcontractor to EPS) will work with City staff to develop a definition and up to three performance measures that can be used to identify base line conditions (i.e., existing level of service) and adopted level of service (consistent with the goals and vision in the General Plan). These measures will be used to identify if increases in vehicular and non-vehicular traffic from new development disproportionately increase the cost of maintaining the level of service at existing public facilities, or there is a need for new infrastructure projects. These metrics may be related to operational performance, truck volume, percent of truck traffic, demand for pedestrian and bicycle facilities, or expanding multimodal access to transit to advance General Plan goals and policies. The constrained and unconstrained (fully programmed and funded, partially funded, and unfunded) projects in the CIP will be reviewed thoroughly to evaluate if and how they can address the deficiencies that may be caused by new developments. This will help to identify if there is a gap in the project list and need to develop new project concepts.

Fehr & Peers will use the SCAG ABM base year and 2050 traffic model to determine the extent to which roadways/intersections included in the fee program

are used by existing City land uses, future City land uses, and non-City land uses. Based on this analysis and the growth projections and improvement costs established in **Subtask 2.1.2**, Fehr & Peers will develop a fair share calculation that estimates the cost per new trip of development that would be needed to fully fund implementation of the project list and potentially justify an increased fee.

For better understanding of baseline travel patterns, Fehr & Peers may utilize Streetlight Data. SCAG is proving free access to all member agencies to Streetlight Data platform and Fehr & Peers staff are proficient in using various Streetlight data products for traffic impact analysis. For example, if the performance measure is the VMT per residential unit or walk and bike activities per Census Block Group, Streetlight data can be a good source to define the baseline conditions.

Fehr & Peers will further calculate the fair share of the traffic impact fee per dwelling unit and per square-foot for various non-residential land uses (e.g., office, retail, industrial) using the SCAG ABM.

The budget for the study does not include more complex fee program elements such as:

- The use of districting (via model fair share calculations) to establish different impact fees (per DUE) in different parts of the City,
- Special consideration for interchanges and atypical traffic generators (such as colleges).
- More nuanced fee calculations that consider trip length, pass-by trips, etc.

Subtask 2.1.4: Maximum Allowable Fee Calculation

Based on the above-described nexus analyses, the Consultant will establish and summarize the maximum allowable fee level, comprising the fees for each facility category by land use for City review. The fees will be calculated on a per square foot basis for all uses, including residential uses, as required by AB 602. Additionally, the Team will calculate fees for ADUs that conform with State regulations. Consultant will additionally review the City's existing Administration fee and suggest any changes. This component will be incorporated into the overall maximum fee levels.

The resulting calculated fees will represent a maximum justifiable fee for each land use type. Fees may be refined based on other considerations including comparison with peer jurisdictions (described in Task 3) and consideration of other types of fiscal contributions from new development, before being incorporated into the Nexus Study Report prepared in Task 4.

Subtask 2.2: Community Benefits

Subtask 2.2.1: Case Studies and Best Practices

Consultant will identify relevant precedents for voluntary zoning incentive programs that deliver benefits above and beyond statutorily required project contributions. It is anticipated that this task will include an overview of value capture theory, zoning incentive program types and their processes, and highlight a range of zoning incentive program models. This zoning incentive program overview will discuss the economic rationale for voluntary community benefits and will present a range of approaches employed by cities to incentivize community benefits contributions. In addition, this task will consider up to six (6) examples of existing zoning incentive programs and document findings in a case-study format.

Subtask 2.2.2: Proposed Amenities and Payment Rate

Consultant will work with City staff to develop a list of amenities that could be funded under the Program, informed by input from the public outreach in Task 5. Consultant assumes that the City will provide cost estimates for the identified amenities, which will be used to determine what level of benefit is feasible for new projects based on the analysis in Subtask 2.2.3.

Subtask 2.2.3: Feasibility Analysis

Consultant will identify and assemble available data sources to support pro forma financial analysis, including real estate market data (e.g., rents and vacancies) and construction and financing costs and land sales price data. As data allow, the information will be specific to Carson, or to the South Bay Region or LA County as necessary given data limitations. Data collected will be verified with key stakeholders as part of the Public Outreach task (Task 5). The data will also be discussed with the RSG Team to ensure consistency in assumptions across feasibility analyses.

Using the data collected, Consultant will develop a set of up to nine (9) development prototypes (in consultation with City staff and the RSG Team) that are representative of the community provisions by land use outlined in the City's General Plan. The prototypes will define the achievable height and density of buildings that would be constructed under different scenarios (with and without the zoning increases). In following this analysis, it will be critical that the prototypes accurately reflect the density increase achievable for typical projects over and above "baseline" land use designations and zoning regulations. Consultant will rely on City staff input concerning building formats. With input from City staff and RSG Team, Consultant will finalize the set of prototypes for financial modeling.

Consultant will create a static (i.e., stabilized year) pro forma financial analysis that estimates the market-supported "residual value" created by each building prototype. Up-zoned prototype values will be compared with baseline values for residential and commercial land uses across the focus area geographies. These pro forma financial analyses will reflect the market potential and cost of development, based on analytical inputs identified above. The pro forma analyses will establish expected supportable land values under existing and potential zoning allowances,

identify increases for each zoning incentive, and specifically address each focus area to the extent data support differentiation. Land value outputs will be reported as a range based on Consultant analysis of key market and economic inputs. Additional sensitivity testing, as may be requested by the City, would require authorization and use of budgeted contingency funding.

Consultant will utilize the assessment of the value creation from increased density for each prototype to determine correspondence between the cost of specific benefits sought (as defined in Subtask 2.2.2) and the density bonus offered to incentivize the provision of that benefit. As the Community Benefits Program is envisioned as a voluntary program, it is Consultant's understanding that a formal nexus analysis is not required to establish these benefit payments. However, establishing the connection between value capture associated with density and the value of the benefits provided will illustrate the presence of a relationship between the two factors.

C. Task 3: Fee/Program Comparison Analysis

The Consultant, in coordination with the RSG Team, will conduct a comparison of development impact fees and community benefits programs between the proposed updated fees for the City and up to ten (10) peer jurisdictions (selected in dialogue with City staff and RSG Team). The goal will ensure that the proposed fees and requirements are in-line with regional trends, taking into account differences in local economies. As relevant, the fee comparison will be based on the fees charged to hypothetical projects, rather than just each cities' fee per unit or square foot, to allow for a fair comparison across cities.

The Consultant will produce a short technical memorandum, in coordination with the RSG Team, summarizing the fee and program comparison. This analysis may result in modifications to the fee levels and program requirements.

D. Task 4: Reports

Subtask 4.1: Development Impact Fee Nexus Study Report

Once the impact fee schedule is finalized, the Consultant will prepare a nexus study report that documents the assumptions and methodology used to establish the required nexus for creating each fee. The report will include comprehensive background on the impact fee program and each fee category, as well as detail the technical analysis and clearly describe the nexus findings and rationale for allocating facility cost to new development as required by AB 1600, as well as rationale for any changes to the service and fee levels as required by AB 602. Specifically, the nexus methodology will satisfy the following Mitigation Fee Act requirements:

- Identify the purpose of the fee.

- Identify the use of the fees. If the use is financing public facilities, the facilities must be identified.

- Determine how there is a reasonable relationship between the fee's use and the type of development project on which the fee is imposed.

- Determine how there is a reasonable relationship between the need for a public facility and the type of development project on which the fee is being imposed.

The report will also include recommendations for updating the process of implementing and administrating the fee program, including those elements that are ultimately part of the enabling Ordinance and Resolutions. These elements will include, but are not limited to, fee collection protocol, options for annual standardized cost escalation, and developing an appeal process for applicants and to determining fees on a case-by-case basis if deemed necessary.

Deliverables under this task will include an Administrative Draft Report for City staff review and comment; a Public Review Draft Report, incorporating one round of staff comments, for review by key stakeholders, elected officials, and the public; and a Final Report incorporating comments arising from the public review draft. The Consultant will maintain a working database of all documents, interviews, and other resources used in the study. We believe that thorough documentation and transparency is critical to achieving consensus and a successful study outcome. Accordingly, all assumptions and calculations will be clearly sourced, easily replicable, and prepared as user-friendly deliverables.

Subtask 4.2: Transportation Study Guidelines

Fehr & Peers will support the City of Carson and project team by updating the draft to create a new City's Transportation Impact Analysis Guidelines. Updates will to include the following:

a. Updating the LOS methodology to Highway Capacity Manual

b. Revising acceptable LOS standards to match City's General Plan requirements and in conformance with other requirements and procedures already stated in the County of Los Angeles guidelines, not withstanding locations approved to operate at E/F in the General Plan

c. Clarification and updates regarding the City of Carson's guidance and practices regarding the collection of vehicle classification counts, application of passenger car equivalent (PCE), and optimization of signal timing in environmental and planning analysis contexts

d. Additional sections briefly addressing City of Carson practices such as fair share calculation and application of the development impact fee in the transportation analysis project

Subtask 4.3: Community Benefits Report

The Community Benefits report will summarize the findings of Tasks 2 and 3, including background information, case studies and other research, financial analysis technical approach and outputs, and program recommendations, including an implementation plan. The document will include a written narrative and supporting figures and graphics that help to communicate the study process and its outputs to a broad audience.

Deliverables under this task will include an Administrative Draft Report for City staff review and comment; a Public Review Draft Report, incorporating one round of staff comments, for review by key stakeholders, elected officials, and the public; and a Final Report incorporating comments arising from the public review draft.

E. Task 5: Project Management and Public Outreach

Subtask 5.1: Project Management and Public Information

In general, the Consultant's approach to communication is to maintain open channels of dialogue throughout the study process. As such, the Consultant will respond to inquiries and requests from City staff and stakeholders as they arise, and address and incorporate the information or direction received as appropriate. During the project initiation meeting detailed in Task 1, the Consultant will establish a schedule for regular check-in calls with the City Team, in coordination with the RSG Team as relevant. Consultant will participate in these calls to report on progress and status of the analysis and to solicit input on potential problems, with staff from Fehr & Peers participating as needed. The provided cost estimate assumes these meetings will occur monthly by phone or videoconference, to provide cost savings to the City, and that the meetings will cover updates on both the Development Impact Fee and Community Benefits studies.

Consultant will also work with the City and RSG Team to develop a webpage dedicated to providing information on the development impact fee and community benefits study processes. Consultant expects that the City will host and maintain the page, while the Consultant will provide relevant content, including FAQs, presentation materials, and report drafts.

Subtask 5.2: Stakeholder Outreach

Consultant will work with City staff to identify key stakeholders, including developers and community organizations to engage in small group and one-on-one meetings to solicit feedback on the programs, with a special focus on community benefits. Consultant envisions conducting up to four (4) such meetings with these stakeholders. The cost estimate for the stakeholder outreach assumes virtual participation by Consultant at two (2) meetings and in-person participation at two (2) meetings.

Consultant will also work with the City and RSG Team to organize and present at up to two (2) virtual "Town Hall" meetings to provide information to and solicit feedback from the wider community.

Finally, Consultant will participate in up to four (4) virtual meetings with city councilmembers and the Council Subcommittee to discuss policy direction and goal setting.

Subtask 5.3: Public Hearings

Consultant will participate and present in-person at up to five (5) public hearings related to the Development Impact Fee and Community Benefits Programs—to the Planning Commission, Economic Development Commission, CD/Housing/Logistics & Transit Standing Commission, Housing Ad Hoc Committee, and City Council. Consultant will create tailored presentations designed to articulate to decisionmakers the key data and analysis conducted by the Consultant Team and will also be prepared to respond to questions and concerns that arise within the hearing setting.

Following incorporation of comments into the Final Reports, Consultant will participate in one (1) City Council adoption hearing for both the Development Impact Fee Program and Community Benefits Program.

Consultant will review the Development Impact Fee ordinance and resolution language prepared by the City and provide feedback and will consult with the City's legal counsel on the nexus between the projects funded through the program and citywide benefits. Consultant will also support City staff in determining the best regulatory approach for adopting the Community Benefits program. In both cases, Consultant will also be available to assist City staff in drafting any staff reports on the findings and recommendations of the studies. The cost estimate for all public hearing participation assumes in-person attendance by Consultant.

F. Task 6: Ongoing Support / As-Needed Special Projects (Optional)

Consultant will be available on an as-needed basis to support in implementation of the development impact fee program, addressing any questions that may arise, and conducting updates. As needed support may include other special projects topic in the boarder field of community and economic development including but not limited to community benefits, land-use economic analysis, fiscal and real estate analysis.

Additionally, Consultant must perform all on-call Services in compliance with the following requirements:

i. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

ii. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the hourly rates in Exhibit C-1, Personnel Billing Rates, where applicable; an explanation of how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

iii. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

iv. The task shall be performed at a cost not to exceed the Task Budget.

v. Consultant shall complete the task and deliver all deliverables to the Contract Officer by the Task Completion Date.

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

A. Technical Analysis, including:

1. Land Use Projections

2. Project List Development

3. Nexus Analysis and Impact Fee Calculation

4. Maximum Allowable Fee Calculation

5. Case Studies and Best Practices

6. Proposed Amenities and Payment Rate

7. Feasibility Analysis

8. Traffic Impact Analysis Guidelines

B. Fee/Program Comparison Analysis

C. Reports, including:

1. Development Impact Fee Nexus Study Report

2. Community Benefits Report

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. Monthly meeting by phone or videoconference

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. Julie Cooper, Principal (Principal-in-Charge/Project Manager)

B. Jason Moody, Managing Principal (Senior Advisor, Development Impact Fees)

C. Benjamin Sigman, Managing Principal (Senior Advisor, Community Benefits)

D. Darin Smith, Senior Advisor, Inclusionary Housing/Commercial Linkage Fees

E. Russ Powell, Senior Advisor, Community Facilities Districts

F. Thomas Gonzales, Deputy Project Manager

G. Chinmay Damle, Senior Associate, Project Analyst

H. Lohita Turlapti, Project Analyst

I. Fehr & Peers (Subcontractor)

1. Miguel Núñez, AICP, Principal (Principal-in-Charge)

2. Fatemeh Ranaiefar, PhD, Senior Associate (Project Manager)

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 3.4, "Term," of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***five (5)*** ~~one (1)~~ years from the date hereof ***which is*** ~~***March 19***~~***April 1, 2030***, except as otherwise provided in the Schedule of Performance (Exhibit "D") (***the "Term"***).

Section 4.5, "Prohibition, Against Subcontracting or Assignment" 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, 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.

The City is approving Fehr & Peers as the Subconsultant to perform work as described in the Scope of Services."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at their personnel billing rates under Exhibit C-w and not to exceed the following sub-budget, unless approved by the Contract Officer~~rates~~:

	TASK	SUB-BUDGET
A.	Project Initiation	$6,590
B.	Technical Analysis	$171,210
C.	Fee Comparison Analysis	$21,080
D.	Reports	$77,490
E.	Project Management & Public Outreach	$82,355
F.	Ongoing Support / As-needed Special Projects	$150,000

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 $508,725 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
PERSONNEL BILLING RATES

LABOR CATEGORY	HOURLY RATE
Principal (EPS, Consultant)	$310
Deputy Project Manager	$275
Senior Advisor	$345
Technical Analyst	$250
Principal (Fehr & Peers, Subconsultant)	$300
Project Manager (Fehr & Peers, Subconsultant)	$195
Modeling Technical Resource (Fehr & Peers, Subconsultant)	$270
Project Engineer (Fehr & Peers, Subconsultant)	$175

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

		Description	Deadline Date
A.	**Task A**	Project Initiation	April 2025
B.	**Task B**	Technical Analysis	August 2025
C.	**Task C**	Fee Comparison Analysis	September 2025
D.	**Task D**	Reports	November 2025
E.	**Task E**	Project Management & Outreach	June 2026
E.	**Task F**	As-needed Special Projects	TBD

II. Consultant shall deliver the following tangible work products to the City by the following dates.

Work Products	**Deadline Date**
Land Use Projections	May 30, 2025
Project List Development	May 30, 2025
Nexus Analysis and Impact Fee Calculation	July 31, 2025
Maximum Allowable Fee Calculation	July 31, 2025
Case Studies and Best Practice	May 30, 2025
Proposed Amenities and Payment Rate	July 31, 2025
Feasibility Analysis	September 30, 2025
Fee/Program Comparison Analysis	September 30, 2025
Traffic Impact Analysis Guidelines	November 30, 2025
Development Impact Fee Nexus	November 30, 2025
Community Benefits Report	November 30, 2025

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

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

RSG, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
RSG, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and RSG, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

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

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

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

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

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

1.2 Consultant's Proposal.

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

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Five Hundred Twenty Nine Thousand and Ninety-Six Dollars ($529,096)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

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

2.3 Reimbursable Expenses.

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

2.4 Invoices.

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

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

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

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

3.3 Force Majeure.

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

3.4 Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

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

Tara Matthews	Principal and Vice President (Principal-in-Charge)
(Name)	(Title)

Brandon Fender	Senior Associate (Project Manager)
(Name)	(Title)

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

4.2 Status of Consultant.

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

4.3 Contract Officer.

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

4.4 Independent Consultant.

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

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

4.5 Prohibition Against Subcontracting or Assignment.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

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

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

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

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

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

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

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

5.3 Indemnification.

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

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

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

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

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

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

5.4 Sufficiency of Insurer.

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

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

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

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

6.2 Reports.

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

6.3 Ownership of Documents.

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

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

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

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

9.4 Integration; Amendment.

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

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

Consultant's Authorized Initials _____

9.7 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney

CONSULTANT:

RSG INC., a California corporation

By:_____
Name: Jim Simon
Title: Principal & President

By:_____
Name: Tara E. Matthews
Title: Principal, Vice President & Treasurer
Address: 170 Eucalyptus Ave, Suite 200,
Vista CA 92084

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.

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_____
TITLE(S)

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

_____

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

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

The Scope of Services from the Request for Proposals (RFP Scope) associated with the services is hereby incorporated herein by this reference. Any conflict between the RFP Scope and the Scope below shall be resolved by the Contract Officer at his/her discretion. Any additional items required by the RFP Scope and not included below shall be included in the work as part of the scope.

The General Scope of Services described herein is: Comprehensive Community Development Fees Study and Related Implementation Services for the following fees:

(1) Development Impact Fees (update current interim program including nexus study as well as compliance with the recent US Supreme Court Case Sheetz vs. County of El Dorado, CA to ensure the Nollan/Dolan Doctrine requirements of an essential nexus and rough proportionality of fees are met) – *EPS to lead, Consultant to coordinate and support as it pertains to Consultant's Scope of Services or Scope of Services on other City contracts.*

(2) Community Benefits (create new program applicable to development projects exceeding General Plan thresholds) – *EPS to lead, Consultant to coordinate and support as it pertains to Consultant's Scope of Services or as-needed by the City or on Scope of Services on other City contracts*

(3) (A) Inclusionary Housing and In-Lieu Fees, and (B) Commercial & Industrial Development Linkage Fee (create new programs) – *Consultant to lead, EPS to coordinate and support as it pertains to EPS' Scope of Services or as needed by the City.*

(4) Community Facilities Districts (provide CFD consultation services) or Alternative Funding Mechanisms (create new program) - *Consultant to lead, EPS to coordinate and support as it pertains to EPS' Scope of Services or as needed by the City.*

A. Task 1: Project Initiation

In April 2025, Consultant (RSG, Inc. "RSG"), Webb Municipal Finance ("WMF") (Subcontractor to Consultant), and Economic & Planning Systems, Inc. ("EPS") and City staff will hold a combined in-person kickoff meeting to review and revise as necessary the final scope and schedule and to discuss the following:

- Establish protocols for communication between Consultant and City staff,
- Review and discuss methodology for the assignment,
- Discuss development prototypes,
- Identify comparable jurisdictions,

- Identify required information and data needed by the team,

- Discuss past staff- and Council-level discussions pertaining to the creation of a new fee program for inclusionary zoning regulations and commercial and industrial linkage fee, and

- Clarify City goals, and project objectives and deliverables.

Consultant will review relevant documents as directed by City staff to gain a thorough understanding of the City's current affordable housing policies and programs. During this stage, Consultant will also leverage its existing experience with the City and housing policy in Carson.

Consultant's preliminary estimate of the duration of this project is 12 months. Throughout this engagement, Consultant with transmit a summary of progress and updates to City staff on a monthly basis. Consultant expects that the duration of the engagement will require up to 14 virtual check ins with City staff. Consultant also expects to coordinate with WMF and EPS on a regular basis throughout the duration of this assignment.

Deliverables: Kickoff agenda, summary of actions and assignments from the kickoff meeting

B. Task 2: Development Prototypes, Market Research, and Pro Forma Analysis

Consultant will evaluate historical development patterns, review current development proposals and planning projects in the City's development pipeline, and review the City's housing opportunity sites to define residential and commercial and industrial development prototypes. The following resources will be reviewed and evaluated:

- Zoning Code and any other applicable local development requirements such as housing overlays, specific plans, or density bonuses,

- City Land Use Element,

- The current development pipeline for housing, commercial and industrial developments,

- The Housing Element, including the Housing Sites Inventory, Historical development trends, including scale, density, and other characteristics, and Existing vacant land and development opportunities.

Based on the above research, Consultant will model, program, and analyze up to 12 different prototypes for financial feasibility. These prototypes will become the foundation for evaluating the feasibility of the inclusionary zoning policy and the nexus between commercial and industrial development and affordable housing demand. Consultant and EPS will coordinate on the development programs for the

prototypes to ensure that each fee study is considering similar development concepts. Upon completion of this step, Consultant, EPS, and City staff would meet to review and discuss the development prototypes. Consultant may request additional information from the City at this stage, if any of the prototypes need to be refined.

Consultant will research current market construction and development costs, as well as land costs, local rents, operating expenses, and sales prices, and prepare pro forma development feasibility models for each prototype, including the estimated profitability margins for each. Consultant will prepare a brief summary presentation of prototype programs and feasibility for review and discussion with City staff. Based on staff feedback, Consultant will refine and revise the prototype development programs and feasibility.

Deliverables: Prototype presentation to staff

C. Task 3: Inclusionary Housing Feasibility Analysis, In-Lieu Fee, and Commercial and Industrial Nexus Study

Inclusionary Housing: To analyze the feasibility of the City's proposed inclusionary requirements, Consultant will first determine the feasibility gap for affordable units at varying income level categories. The feasibility gap compares the value of an affordable unit, based on an affordable sales price or rent, with the estimated development cost per unit.

Consultant will use the residential prototypes and pro formas from Task 2 to evaluate the feasibility of development under the proposed inclusionary policy, and sensitivity analyses by varying both the total inclusionary on-site percentage and target income level allocations (such as the City's Regional Housing Needs Assessment allocation, or other distribution of income targets).

To determine a fee in-lieu of providing inclusionary units, Consultant will calculate the average cost per inclusionary unit for development projects to be in compliance with the proposed inclusionary policy, or prospective alternative requirements. The calculated cost of meeting the inclusionary unit requirement will vary based development prototype, project size, and the number of inclusionary units required by income level. Consultant will present and discuss with staff the impact of establishing a fixed or variable in-lieu fee, and whether to apply it on a per unit or per square foot basis. Consultant can advise on the pros and cons of each approach.

***Commercial and Industrial Nexus Study*:** To determine the nexus between new commercial and industrial development and its impact on affordable housing demand, RSG will first estimate the number of jobs generated by prototypical development. For the commercial and industrial nexus, Consultant will use IMPLAN, which is input-output based economic software. Consultant uses IMPLAN frequently to analyze the impacts of new development.

Using IMPLAN, we will then evaluate the distribution of jobs by occupation, applying average labor income estimates adjusted to local and regional demographic trends, to determine earnings by household. Based on the range of new households by income category, we will estimate the demand for market rate and affordable housing generated by new development.

Using the feasibility gap per affordable unit by income level, Consultant will calculate a maximum supportable fee amount for new development that could address the affordable housing impact.

Community Benefits: EPS is preparing a community benefits analysis as part of a separate scope of work. While Consultant may not be directly engaged in and leading the community benefits analysis, the Consultant understands that its ongoing efforts in the City on other contracts may be useful to EPS in preparation of the community benefits analysis. Consultant will ensure that information gathered from the public during the recent/ongoing Consolidated Plan public meetings, stakeholder meetings, and community survey is available to EPS. Consultant may be asked by City to provide input or peer review services as part of the on-call as-needed scope.

In-Lieu Fees: For both the inclusionary in-lieu fee and commercial and industrial linkage fee, Consultant will evaluate development feasibility by determining if the additional cost of the fee still allows developers and investors to achieve a minimum required level of profitability, using industry measures such as yield on cost. This analysis will help determine the maximum feasible in-lieu and commercial and industrial linkage fees for the City to consider.

Sensitivity Analyses: Consultant will conduct sensitivity analyses using variable key inputs such as market rents, construction costs, capitalization rates, and policy or program requirements. This will provide further insight on how changes in the market or alternative policies may impact feasibility. Consultant will present for staff review and discussion the financial feasibility analysis for each residential and commercial or industrial prototype, along with preliminary conclusions for the maximum supportable and maximum feasible in-lieu and commercial and industrial linkage fees.

Comparable Jurisdictions**:** Consultant will also coordinate with City staff to select up to ten (10) comparable jurisdictions (with existing or proposed inclusionary housing policies and/or commercial and industrial linkage fees) to assess and compare their inclusionary housing policies, in-lieu fees, and commercial and industrial linkage fees. This data will be presented to staff in relation to the City's prospective fees.

D. Task 4: Report

Consultant will prepare a report (or reports) that describes the methodology, findings, and recommendations from the inclusionary zoning feasibility and

commercial and industrial linkage nexus fee analysis. Consultant's report(s) will include an introduction, policy context discussion, methodology used, including background analysis and assumptions, a detailed description of cost assumptions and other data points, and analysis of hypothetical development prototype projects with adequate profit margins. The report(s) will include clear findings that describe economic viability of the recommendations, including a review of recommended fee in-lieu of on-site unit production and commercial and industrial linkage fee.

Consultant will incorporate proposed fees into a summary fee matrix in consultation with WMF and EPS.

Consultant's budget provides for two rounds of staff review of the report and draft ordinance, if necessary. Consultant will prepare an initial inclusionary housing ordinance in coordination with City legal counsel. Generally, Consultant's inclusionary housing and commercial and industrial nexus report is informational and would not be modified based on feedback from City Council. The ordinance, however, may be changed or modified based on Council direction. Consultant anticipates two rounds of revisions to the ordinance based on City Council feedback.

The contents of final report will be presented to the commissions, committees, and boards beginning in November 2025. Based on conversations with City staff, Consultant expects the Final Report to be distributed to City Council in March 2026.

***Deliverables**:* Draft report, Final report, Draft ordinance

E. Task 5: Stakeholder Meetings, Developer Interviews, and City Council Meetings

The meetings outlined below are based on Consultant's experience with inclusionary housing and commercial and industrial nexus studies and coordination with the City, WMF, and EPS. RSG's scope includes policymaker meetings with the following commissions, committees, and boards: (1) Economic Development Commission, (2) Planning Commission, (3) Community Development/Housing/Logistics & Transit Standing Committee, and (4) Housing Ad Hoc Committee. RSG, WMF and EPS will also present at one (1) City Council subcommittee meeting, and up to three (3) policy direction or goal setting meetings in a 2-2-1 format, ensuring that any discussions with the City Council comply with the Brown Act.

Additionally, Consultant expects to coordinate with EPS on two Virtual Town Hall Meetings. Consultant and EPS will coordinate on the preparation of an agenda and PowerPoint slide deck to guide the discussion at each Virtual Town Hall Meeting. The Virtual Town Hall Meetings will be advertised by the City, and City staff will attend the Virtual Town Hall Meetings to introduce the consulting team, but Consultant and EPS will present the information to the public. Consultant and EPS

may defer to City staff on some questions received during the Virtual Town Hall Meeting. The local building industry association representatives ("BIA") and active developers in the City will be notified of these meetings, but in Consultant's experience the BIA and active developers typically attend and provide more meaningful feedback at separate stakeholder meetings (discussed below).

Consultant, WMF and EPS will coordinate on several stakeholder meetings. Consultant expects to attend 8 stakeholder meetings. The stakeholder meetings will include local BIA representatives, key property owners (such as Phillips 66), and active developers in the City, and Consultant's will aim to discuss development prototypes, feasibility, inclusionary housing, commercial and industrial linkage, and in-lieu fees, and gain an understanding of the concerns and perspectives of BIA and developers. Consultant expects these meetings to take place virtually.

Consultant understands that EPS may meet directly with additional stakeholders, including developers or community organizations directly to fulfill the community benefits scope. If the City prefers Consultant to attend these meetings, Consultant estimates $1,1 00 per virtual meeting and $2,300 per in-person meeting, inclusive of travel and preparation time. Consultant understands that there may be additional stakeholder or commission/committee/board meetings that are informative updates provided by City staff.

Consultant will prepare a PowerPoint presentation that summarizes the methodology, findings, and recommendations as presented in the report(s). The PowerPoint slide deck will be reviewed with City staff and refined as needed. Consultant will attend two (2) City Council meetings (workshops, study sessions, or otherwise as directed by staff) to review and present the study results. Consultant will respond to follow-up questions from City staff and City Council members, as needed. Our objective is to provide absolute transparency to the City Council and to support City staff with the expertise and knowledge necessary to respond to inquiries from the public or elected officials.

Deliverables:

- Presentation slide deck, prepared in coordination with EPS, for each Virtual Town Hall Meeting
- Presentation slide deck for BIA, key property owner, and developer discussions
- Presentation slide deck for City commissions, committees, and boards stakeholder meetings
- Presentation slide deck for City Council meetings

F. Task 6: On-Call / As-needed services and special projects

Consultant will advise and support staff as needed on housing-related questions or issues as they arise. Housing efforts are intricately linked to other fields such as real estate, finance, and economic development. As such, Consultant may assist in other special projects in the broader community development field including planning, economic development, and/or program implementation.

Consultant will assist with general as-needed services for miscellaneous items and studies as requested by staff.

Additionally, Consultant must perform all on-call Services in compliance with the following requirements:

i. Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

ii. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the hourly rates in Exhibit C-1, Personnel Billing Rates, where applicable; an explanation of how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

iii. Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

iv. The task shall be performed at a cost not to exceed the Task Budget.

v. Consultant shall complete the task and deliver all deliverables to the Contract Officer by the Task Completion Date.

G. Task 7: CFD Fiscal Impact Analysis with project goals & objectives and in person meetings (WMF, Subconsultant)

Subtask 7.1 Establish Project Goals and Objectives

1. WMF will establish lines of communication and gain understanding of the specific goals, components, and criteria to meet the City's needs. We will meet with City Staff, legal counsel, our team of consultants, and project proponents to identify each party's responsibilities for the project.

2. WMF will outline the process leading toward calculation of the Fiscal Impact to City Services, including the consideration of review and input from the team, the development community, and City Council.

3. In consultation with City staff, WMF will Identify the project area to be included in the analysis (the whole City or part of it).

4. In consultation with City staff, WMF will identify new developments which should be included in the CFD (all new development or certain land uses).

5. In consultation with City staff, WMF will Identify the City services that will be included in the analysis to be funded by the CFD.

6. WMF will develop a project schedule and milestones to set the final baseline schedule during the initial project kick-off process. The baseline schedule will be monitored and tracked by our team to meet the project milestones and manage critical path items. Adherence to the project schedule will require that information necessary to perform the fiscal impact analysis is readily available and delivered to WMF in a timely manner.

Subtask 7.2 Establish Project Goals and Objectives

1. *Data Collection and Research* - WMF will collect, and review data provided by the City, the latest assessor's parcel maps, and equalized tax roll information from the Los Angelas County Assessor's Office, and Geographic Information System (GIS) shape files using our in-house GIS platform.

2. *Parcel Database* - WMF will develop a parcel database of properties that can be included in the CFD, based on the decisions made in Task 1. The database will be in a format which can be used by the City. The City GIS Division will provide existing City data relevant to this study.

3. *Service Level Analysis (SLA)* - WMF will analyze data related to the services and ongoing maintenance activities the City provides, including annual costs. Based on the results of the analysis WMF will estimate the current baseline LOS provided by the City and compare it to the proposed services to be funded by a CFD. Estimating the current base line, SLA and proposed SLA will be based on input from City Staff.

4. *Estimate Revenues* - WMF will estimate City revenues for the project area from various taxes such as property tax, sales tax, transient occupancy tax, etc. We will also estimate other recurring revenues to development, if applicable, based on accepted methodologies and information provided by the City supporting this estimate.

5. *Estimate Costs* - WMF will estimate the cost of services for the project area for the current baseline SLA and the proposed SLA. We will allocate the cost to the project area based on accepted methodologies and information from the City supporting these estimates.

6. *Develop Tax Spread Scenarios and Tax Rate and Structure Options* - WMF will prepare a proposed special tax structure that takes into consideration the various land use classifications, proposed level of services, and provides the necessary flexibility to contemplate a variety of developments within

the City. The special tax structure will take into consideration the clarity of language in the definition of terms, ability of the property to be assigned to different tax classifications, and presence of a mechanism to levy taxes in the event of a change in projects and usage.

7. *Determine Net Fiscal Impacts* - WMF will estimate the fiscal impacts to the City due to new development within the project area and provide recommendations to mitigate any identified negative fiscal impacts, including potential revenue generators such as special taxes. WMF will prepare a financial model that will evaluate the estimated annual revenues to be produced by and estimated annual expenditures that will be required by the proposed future development within the City. Through this analysis, WMF will estimate the net fiscal impact of the proposed development to the City's General Fund for providing certain services the City desires to be captured. The services typically include but are not limited to public safety services and maintenance of various public improvements, including streets, storm drains, open space and parks.

8. *Prepare Fiscal Impact Report* - WMF will prepare a summary report outlining key findings and assumptions of the Fiscal Impact Analysis for the City's review. The report will document the review and analysis of data, methodologies used, fiscal impacts identified, and recommendations to be considered.

Subtask 7.3 Meeting Attendance

1. *In Person Meeting Attendance* - WMF will attend up to 6 (six) in person meetings with Stakeholders, City Staff and City Council/Council Subcommittees as needed and requested by the City. Telephone conference calls are not considered "meetings" for the purpose of our proposal and are not limited by our Scope of Services (virtual council meetings do not fall under this category).

H. Task 8: CFD Administration (WMF, Subconsultant)

Information Gathering

WMF will have a conference call with the City's Staff, legal counsel, team of consultants and project proponents to confirm the annexation schedule of events, procedural and financial considerations, establish the appropriate land use classifications, and discuss and identify the boundaries of the proposed annexation.

Data Collection

WMF will obtain the latest assessor's parcel maps and secured tax roll information from the Los Angeles County Assessor's Office and Geographic Information System (GIS) shape files for our in-house GIS platform for the parcels within the proposed annexation.

Timeline

WMF will coordinate with City staff to establish a schedule. WMF will prepare a timeline, based on the City's scheduling requirements, outlining key dates, events and responsibilities adhering to statute requirements. We will review the timeline with City staff and make adjustments as needed.

Annexation Boundary Map

WMF's team of engineers and GIS Specialists will prepare the Annexation Boundary Map, illustrating the boundaries of territory proposed for inclusion in the district, capturing the entirety of any parcel subject to taxation by the district. The map shall meet the requirements of the Mello-Roos Act and the Los Angeles County Recorder's Office. Additionally, WMF will record the map with the Recorder's Office.

Meeting Attendance

WMF will attend any necessary public meetings, as required by the appropriate improvement act(s), fully prepared to present necessary testimony and respond to public comments.

Primary Contact Toll Free Phone Number

WMF will serve as primary contact with the public regarding the special tax. WMF will provide a toll-free number for the City and all property owners to provide information with regards to the proposed CFO.

Landowner Election

WMF will prepare a list of the owner names and acreages for the City's legal counsel so they may obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation.

Notice of Special Tax Lien

WMF will provide a list of Assessor's Parcel Numbers for the Notice of Special Tax Lien and record the notice.

I. Task 9: CFD Annexation (WMF, Subconsultant)

Information Gathering

WMF will have a conference call with the City's Staff, legal counsel, team of consultants and project proponents to confirm the annexation schedule of events, procedural and financial considerations, establish the appropriate land use classifications, and discuss and identify the boundaries of the proposed annexation.

Data Collection

WMF will obtain the latest assessor's parcel maps and secured tax roll information from the Los Angeles County Assessor's Office and Geographic Information System (GIS) shape files for our in-house GIS platform for the parcels within the proposed annexation.

Timeline

WMF will coordinate with City staff to establish a schedule. WMF will prepare a timeline, based on the City's scheduling requirements, outlining key dates, events and responsibilities adhering to statute requirements. We will review the timeline with City staff and make adjustments as needed.

Annexation Boundary Map

WMF's team of engineers and GIS Specialists will prepare the Annexation Boundary Map, illustrating the boundaries of territory proposed for inclusion in the district, capturing the entirety of any parcel subject to taxation by the district. The map shall meet the requirements of the Mello-Roos Act and the Los Angeles County Recorder's Office. Additionally, WMF will record the map with the Recorder's Office.

Meeting Attendance

WMF will attend any necessary public meetings, as required by the appropriate improvement act(s), fully prepared to present necessary testimony and respond to public comments.

Primary Contact Toll Free Phone Number

WMF will serve as primary contact with the public regarding the special tax. WMF will provide a toll-free number for the City and all property owners to provide information with regards to the proposed CFD.

Landowner Election

WMF will prepare a list of the owner names and acreages for the City's legal counsel so they may obtain a certificate from the Registrar of Voters confirming whether there are, or are not, registered voters within the boundaries of the annexation.

Notice of Special Tax Lien

WMF will provide a list of Assessor's Parcel Numbers for the Notice of Special Tax Lien and record the notice.

J. Task 10: As Needed Additional Funding Options (WMF, Subconsultant)

Should a CFD not be the desired funding mechanism, WMF will evaluate the needs of the project and recommend potential additional funding options such as, but not limited to, parcels taxes, assessments, special taxes formed under the Landscaping and Lighting Act of 1972, Municipal Improvement Act of 1913, Improvement Bond Act of 1915, and Mello Roos Act of 1982, and Benefit Assessment Act of 1982.

Proposed Fee Schedule:

Service	**Fees**
Community Facilities District Formation[1]	$30,000 per formation
Community Facilities District Annexation	$4,500 to $6,000 per annexation
Community Facilities District Bond Issuance	$35,000 per issuance[2]
Additional Funding Options	Time & Materials (TBD)[3]

For the services performed related to the projects which are not listed, compensation shall be at the hourly rates set forth on Exhibit C-1, together with reimbursement, at cost, for incidental expenses incurred in connection with such services, together with reimbursement for outside services at cost plus 15%.

Additionally, Consultant must perform all on-call Services in compliance with the following requirements:

(i) Each task shall be indicated by a written request produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

(ii) Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the hourly rates in Exhibit C-1, Personnel Billing Rates, where applicable; an explanation of how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal".

(iii) Contract Officer shall in writing approve, modify or reject the Task Proposal, and may issue a Notice to Proceed.

[1] Per CFD/Improvement Area or Zone. Each additional Zone or Improvement Area is $7,500.
[2] Depends on the complexity and size of the CFD or Improvement Area.
[3] Fee will be based upon the rate schedule under Exhibit C-1

(iv) The task shall be performed at a cost not to exceed the Task Budget.

(v) Consultant shall complete the task and deliver all deliverables to the Contract Officer by the Task Completion Date.

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

A. Kickoff Agenda, summary of actions and assignments from the kickoff meeting

B. Prototype presentation to staff

C. Analysis and studies including, but are not limited to, commercial and industrial nexus study, in-lieu fees, sensitivity analyses, and comparable jurisdictions.

D. Draft report(s) describing methodology findings and recommendations from inclusionary zoning feasibility and commercial and industrial and linkage nexus fee analysis.

E. Presentation slide decks for various meetings including Virtual Town Hall, stakeholder, commissions, and council meetings.

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. Summary of progress to City staff on a monthly basis either by email or by videoconference per City staff direction.

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. Tara Matthews, Principal (Principal-in-Charge)

B. Brandon Fender, Senior Associate (Project Manager)

C. Mark Sawicki, Director

D. Dena Fuentes, Director

E. Jenny Benitez, Senior Analyst

F. Webb Municipal Finance ("WMF", Subconsultant)

1. Heidi Schoeppe, President/ Managing Director, Chief Compliance Officer

2. Matt Chesney, Senior Finance Manager

3. Brent Hower, Finance Manager

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Section 3.4, "Term," of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***five (5)*** ~~one (1)~~ years from the date hereof ***which is April 1, 2030***, except as otherwise provided in the Schedule of Performance (Exhibit "D") (***the "Term"***).

Section 4.5, "Prohibition, Against Subcontracting or Assignment" 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, 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.

The City is approving Webb Municipal Finance (WMF) as the Subconsultant to perform work described in the Scope of Services."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at their personnel billing rates under Exhibit C-1 and not to exceed the following sub-budget, unless approved by the Contract Officer:

	TASK	SUB-BUDGET
A.	Project Initiation	$24,755
B.	Development Prototypes, Market Research, and Pro Forma Analysis	$31,045
C.	Inclusionary Feasibility Analysis, In-Lieu Fee, and Commercial Nexus Study	$34,840
D.	Draft Report(s) & Ordinance	$18,110
E.	Stakeholder Meetings and City Council Meetings	$23,235
F.	On-Call Services (Housing, Community Development, Planning and other Special Projects)	$150,000
G.	CFD Fiscal Analysis with project goals & objectives and in person meetings	$67,111
H.	CFD Administration • $6,000 to $10,000 per year	$30,000 to $50,000
I.	CFD Annexation • $4,500 per annexation in 2025 • $5,000 per annexation in 2026 • $5,500 per annexation in 2027 • $6,000 per annexation in 2028-2030	$80,000
J.	As Needed Additional Funding Options (Time & Materials) • CFD Formation $30,000 • CFD Bond Issuance $35,000 • Additional Funding Options (T&M)	$50,000

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 $529,096 as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
PERSONNEL BILLING RATES

LABOR CATEGORY	HOURLY RATE
Principal / Director	$275
Senior Associate	$200
Associate	$185
Senior Analyst	$150
Analyst	$135
Research Assistant	$125
Technician	$100
Clerical	$60
Reimbursable Expenses	Cost plus 10%

SUBCONSULTANT (WMF) BILLING RATES

CLASSIFICATION

Engineers/Project Managers/Planners/Scientists/ Assessment/Special Tax Consultants/Landscape Architects/Designers	Rates $/Hour
Principal II	321.00
Principal I	307.00
Senior III	288.00
Senior II	275.00
Senior I	266.00
Associate III	247.00
Associate II	236.00
Associate I	224.00
Assistant V	202.00
Assistant IV	180.00
Assistant III	166.00
Assistant II	150.00
Assistant I	133.00

Administrative Services

Project Coordinator	145.00
Administrative Assistant III	122.00
Administrative Assistant II	109.00
Administrative Assistant I	87.00

Other Direct Expenses

Incidental Charges	Cost + 15%
Postage	Cost
Subcontracted Services	Cost + 15%
Mileage	0.79/Mile

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

	Description		Deadline Date
A.	**Task 1**	Project Initiation	April 2025
B.	**Task 2**	Prototypes, Market & Pro Forma Analysis	August 2025
C.	**Task 3**	Feasibility Analysis & Nexus Study	September 2025
D.	**Task 4**	Report(s) & Ordinance	November 2025
E.	**Task 5**	Meetings (e.g., stakeholders, Council)	March 2026
F.	**Task 6**	As-needed Special Projects	TBD
G.	**Task 7**	CFD Fiscal Impact Analysis	Novembe 2025
H.	**Task 8**	CFD Administration	Ongoing
I.	**Task 9**	CFD Annexation	As-Needed
J.	**Task 10**	As-needed Additional Funding Options	TBD

II. Consultant shall deliver the following tangible work products to the City by the following dates.

Work Products	**Deadline Date**
Project Initiation	April 15, 2025
Development Prototypes, Market Research, and Pro Forma Analysis	August 31, 2025
Inclusionary Housing Feasibility Analysis, In-Lieu Fee (maximum supportable fee), and Commercial Nexus Study, which collectively includes In-Lieu Fee Analysis, Sensitivity Analysis, Comparable Jurisdiction research)	September 30, 2025
Draft Report(s) & Ordinance, including summary fee matrix	November 30, 2025
Stakeholder Meetings & City Council Meetings	March 31, 2026

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

RESOLUTION NO. 25-042

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ALLOCATE $508,725 OF INTERIM DEVELOPMENT IMPACT FEES – ADMINISTRATION FOR PURPOSES OF ESTABLISHING A PERMANENT DEVELOPMENT IMPACT FEE PROGRAM & NEXUS STUDY

WHEREAS, the City Council adopted the Fiscal Year 2024-25 (FY 2024-25) 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 of Carson established the Interim Development Impact Fees Ordinance under Ordinance No. 19-1931 and have set aside a portion of the collected fees for the purposes of establishing a permanent Development Impact Fee program; and

WHEREAS, to effectuate the forgoing, the City Council has determined it necessary to approve an amendment to the City's FY 2024-25 budget, effective July 1, 2024.

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

Section 1. The following amendments will be made to the City's FY 2024-25 budget.

Account Number	Program & Object Description	Amount
289-70-701-100-6004	Professional Services	$508,725 Increase
289-99-999-999-3601	Fund Balance Unassigned	$508,725 (Decrease)

Section 2. This resolution shall take effect retroactive to July 1, 2024.

Section 3. The City Clerk shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 24-25 budget on file, and effective as of July 1, 2024, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 1st day of April, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-042, adopted by the City of Carson City Council at its meeting held on April 1, 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Dr. Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

From: McKina Alexander, Senior Planner CD Administration

Subject: CONSIDER CARSON'S 2024 ANNUAL HOUSING ELEMENT PROGRESS REPORT (CITY COUNCIL)

I. SUMMARY

California State Housing law requires all cities with certified Housing Elements to file an Annual Progress Report (APR) with the California Housing and Community Development Department (HCD) identifying the status of the plan, the progress in the plan's implementation, and the progress the City has made in meeting its share of the regional housing needs determined by the Southern California Association of Governments' (SCAG) Regional Housing Needs Assessment (RHNA), Exhibit 1.

The Housing Element includes a series of implementing programs that are required to be implemented after the adoption of the General Plan. The City is required to provide annual updates to HCD with the City's progress with the implementation of these programs.

II. RECOMMENDATION

TAKE the following actions:

1. **REVIEW** Carson's 2024 Annual Housing Element Progress Report.
2. **RECEIVE** and **FILE**.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

On October 18, 2022, the 2021-2029 Housing Element was adopted by the City Council. The adopted Housing Element was submitted for final review and certification by HCD on November 3, 2022. The 2021-2029 Housing Element was conditionally approved by HCD on November 8, 2022, subject to the City completing the necessary rezones addressing the shortfall of sites to accommodate the RHNA pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021), Exhibit 2.

The 2021-2029 RHNA allocated Carson a housing need of 5,618 units, consisting of 1,770 very-low-income households (0-50% AMI); 913 low-income households (51-80% AMI); 875 moderate-income households (81-120% AMI); and 2,060 above-moderate-income households (120% AMI). This is a significant increase from the prior cycle's allocation of 1,698 new units.

The adopted Housing Element sets out to accomplish the following:

1. Maintain and rehabilitate Carson's existing housing stock.

2. Encourage the development of a variety of housing to meet needs of the broad spectrum of the community, with a particular emphasis on multifamily housing, and development standards that facilitate housing production.

3. Preserve affordable housing "at risk" of conversion and promote additional affordable housing development.

4. Promote and preserve housing opportunities for persons with special needs, including lower income households, large families, single parent households, disabled persons, the elderly, and persons experiencing homelessness.

5. Provide housing opportunities to all persons regardless of race, religion, ethnicity, ability, sex, age, marital status, household composition, or other arbitrary factor.

6. Conserve natural resources and reduce energy consumption in all areas of residential development.

Housing Element Program Implementation

The adopted Housing Element also contained its goals and policies with the Housing Programs implementation outlining seventeen (17) specific actions the City will take addressing its housing needs, see Exhibit 3.

The APR incorporates the Programs Implementation to track the City's progress over the RHNA 2021-2029 Cycle.

RHNA Cycle 6 (2021 through 2029) Units Built

2022

- Six (6) building permits were issued.
- Nineteen (19) accessory dwelling units were constructed and certificates of occupancy certificates were issued.

2023

- One hundred fifteen (115) building permits were issued (68 accessory dwelling units, one residence, and 46 homes within the Carson Landing Condominium development).
- Sixty (60) certificates of occupancy were issued (constructed 13 accessory dwelling units and 47 homes within the Carson Landing Condominium development).

2024

Building Permits: Eighty-six (86) units were issued permits to begin their respective construction in 2024:

- Twenty-two (22) Accessory Dwelling Units;
- Thirty-two (32) unit Birch condominium project located at 21809-21811 Figueroa Street;
- Nineteen (19) units for the Kim apartment project located at 21240-21250 Main Street; and

- Thirteen (13) units for the 32-unit Willow condominium project located at 421 E. 220th Street, and 421-425 Willow Run Lane.

Certificate of Occupancy ("Certificates"): A total of sixty-nine (69) permits were issued in 2024:

- Thirty-seven (37) accessory dwellings were completed;
- Twenty-three (23) homes were completed within the Carson Landing Condominium development, completing the project; and
- Nine (9) units were completed within the Moshar Condominium project located at 121-123 E. 223rd Street.

Ministerial and Entitlement Projects

During this 2024 calendar annual progress reporting year, a total of 21 dwelling units were processed administratively (ministerial); and 1,362 dwelling units were entitlement projects processed as discretionary applications. The following are the City's housing progress for these types of projects:

- Twenty (20) accessory dwelling units processed administratively; Status: pending.
- One single-family dwelling was processed administratively (20808 Jamison Avenue); Status: pending.
- Three hundred thirty-six (336) rental units and seven hundred seven (707) condominium units totaling one thousand forty-three units (1,043) for the Envision Carson entitlement project (21207 Avalon Blvd.); Status: Pending
- Four (4) condominiums for the Willow (former name Cambria Court) entitlement project (427 E. 220th Street.); Status: pending.
- Two hundred eighty-three (283) townhomes and thirty-two (32) very low-income affordable rental units totaling 315 dwelling units for the Carson Triangle entitlement project (21140, 21212, and 21126 Avalon Blvd.); Status: approved.
- Thirty-four (34) townhomes for the Maupin development entitlement project (215 W. Carson Street); Status: Approved.
- Fifty (50) townhomes for the Anastasi Development entitlement project (336 E. Carson Street); Status: Approved.

Rehabilitation

Twenty-eight (28) residential housing units and four (4) mobile homes were rehabilitated using the City's Neighborhood Pride Program which is funded by Community Development Block Grant funds.

The Annual Progress Report (APR) Status

The APR identifies the total number of units by income level that SCAG allocated for Carson's 6th Housing Cycle for the period between 2021 and 2029. The total RHNA allocation is 5,618 units.

During the 2022 calendar year, 5,148 was the outstanding units need. The City produced 153 units in 2023 and 69 units during this Cycle. Subsequently, a total of 4,926 outstanding units need to be produced during the rest of the Cycle.

The State-provided 2024 RHNA Annual Element Progress Report (Exhibit No. 1) is not showing the correct housing data from Calendar year 2021 resulting in an inaccurate number of remaining RHNA housing units (5,379) in the Summary. HCD has confirmed they are working on resolving this this matter.

Diverse Housing Relevance

It is imperative that the City continue to implement the Housing Element by encouraging and maintaining diverse and affordable housing because noncompliance with the HCD-required affordable housing allocations could result in the loss of the State housing funds.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. City of Carson - 2024 Regional Housing Needs Allocation Annual Element Progress Report
2. City of Carson - 2024 Housing Element Annual Progress Report Summary
3. Housing Element APR Housing Implementation Programs
4. Housing and Community Development Department letter dated November 8, 2022

Prepared by: McKina G. Alexander, Senior Planner / Saied Naaseh, Community Development Director

Attachments

Ex. 1 - 2024 RHNA Progress

Ex. 2 - 2024 Housing Element Annual Progress Summary

Ex. 3 - 2024 HE APR Housing Implementation

Ex. 4 - HCD Letter dated 110822

Jurisdiction	Carson	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	1,770	-	-	-	-	-	-	-	-	-	-	-	**1,770**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	913	-	-	-	-	-	-	-	-	-	-	-	**913**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	875	-	-	-	-	-	-	-	-	-	-	-	**875**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		2,060	11	21	6	115	86	-	-	-	-	-	239	**1,821**
Total RHNA		**5,618**												
Total Units			**11**	**21**	**6**	**115**	**86**	**-**	**-**	**-**	**-**	**-**	**239**	**5,379**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5											6	7
	Extremely low-Income Need		**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	885		-	-	-	4	-	-	-	-	-	**4**	**881**

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted

Jurisdiction	Carson	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		86
Total Units		**86**

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	0	0	0
Single-family Detached	0	0	0
2 to 4 units per structure	0	0	0
5+ units per structure	399	64	32
Accessory Dwelling Unit	0	22	37
Mobile/Manufactured Home	0	0	0
Total	**399**	**86**	**69**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	28	86
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	33
Number of Proposed Units in All Applications Received:	1,383
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	**Rental**	**Ownership**	**Total**
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	**# of Projects**	**Units**
SB 9 (2021) - Duplex in SF Zone	1	2
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	**# of**	**Units**
Ministerial	21	21
Discretionary	12	1362

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	2
Number of Units in Applications Submitted Requesting a Density Bonus	315
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	**Count**
Programs Implemented	17
Sites Rezoned to Accommodate the RHNA	0

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Carson	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program 1. Residential Rehab (Neighborhood Pride Program, CDBG Funds)	**Provide financial assistance via loans & grants to provide basic housing repairs and remedy code violations. Assist a minimum of 25 single-family units and mobile home units (200 housing units over the 8-year planning period)**	**annually**	**City provided funding and facilitated rehabilitation of 17 single family and 17 mobile home units. City will continue to fund this program.**
Program 2. Home Owner-Occupied Rehab Program (deferred payment loans)	**Continue seeking HOME funding as available and rehabilitate low- and very-low-income households during the planning period**	**ongoing**	**City did not apply for HOME funding to rehabilitate of single-family dwellings for low and very low-income households with shortages of staff who are administering the CDBG funded rehab program. City will consider applying for HOME in the future if resources are available.**
Program 3. Foreclosure Registration Program	**Register foreclosed residential properties as necessary and collect registration fees from financial institutions and beneficiaries**	**annually**	**On Going, City will continue to administer the Foreclosure Registration Program to collect registration fees from financial institutions and beneficiaries**

Program 4. Affordable Housing Strategy	Promote accessible affordable housing and reduce affordability gaps in the City by employing a number of approaches: provide City-owned land at reduced cost to affordable housing developers; developer incentives; partner with CSUDH to expand family housing opportunities; and other mechanisms to facilitate new affordable housing development and sustain affordable homeownership opportunities	ongoing and annually	1. The Council consideration of an award pursuant to the RFP is scheduled for April 1, 2025. The kick-off joint meeting is expected to occur in April 2025. Through the RFP, the City's selected a consultant will study the following topics. Include discussing negotiation strategy with developers to provide on-site affordable housing •To consider adoption of Inclusionary Housing Ordinance and in lieu fee by the City Council. •To consider adoption of market rate residential, commercial/industrial development housing linkage fee. •To consider adoption of developer incentives or other mechanisms to facilitate development of new affordable housing sufficient to meet the City's lower-income RHNA needs. 2. City has held discussions with an affordable housing builder who has informed the City both of our sites will not be in a DDA or QCT starting in 2024 which removes a 130% eligible basis boost that the developer was counting on in their underwriting. City will continue to discuss development of this site with developers
Program 5. Zoning Ordinance Update	Help overcome several governmental constraints to development and facilitate housing production	ongoing	City newly adopted a new zoning code that went into effect April 19, 2024, which includes provisions to facilitate housing development including multifamily development standards, condominium standards, parking, objective design standards
Program 6. Streamlined Development Standards	Facilitate the development of housing by implementing streamlined development and review standards. Remove constraints to the development of affordable housing and comply with State law that promotes streamlined development; Mitigate and reduce environmental constraints while facilitating development.	ongoing	The adopted Zoning Code allows completely affordable housing projects to be reviewed through an administrative process. City has streamlined the development review process including Planning and Building and Safety review processes and will continue to work to reduce review and permitting times. Carson Civic Access, the city's new on-line application and permitting portal launched in mid-2024. The Carson Civic Access portal streamlines application review and interdepartmental and interdepartmental coordination.
Program 7. Density Bonus	Foster the development of higher density affordable housing where appropriate. Amended the Planning and Zoning Code to ensure that the Density Bonus Program remains in compliance with State law and incorporates additional density bonuses available through provision of community benefits	ongoing	The newly adopted Zoning Code includes provisions to foster development of higher density affordable housing consistent with State Law density bonus provisions. The City is in the process of drafting an RFP to consider adopting additional density bonuses available through provision of community benefits. City hired a consultant to complete this task and expects to start in April 2025. City expects to consider this item in 2025.

Program 8. Accessory Dwelling Units	**Ensure compliance with State law, with anticipated 17 ADUs annually based on recent development trends (136 ADUs over an eight-year period)**	**ongoing and annually**	**The newly adopted Zoning Code includes provisions to ensure compatibility with ADU provisions of state law**
Program 9. Adequate Residential Sites and no Net Loss	**Provide and maintain adequate sites to accommodate the City's RHNA and affordable housing goals**	**ongoing**	**The newly adopted Zoning Code includes provisions to ensure adequate residential sites are aviaible to meet City's RHNA obligations. City has prepared a draft policy to maintain and monitor the Housing Sites Inventory. The Policy will implement a formal ongoing (project-by-project) evaluation procedure pursuant to the "No Net Loss" provisions set forth in Government Code Section 65863. Should the approval of a development result in a reduction of capacity or assumed affordability below the residential capacity needed to meet City's RHNA obligations or otherwise identify and zone sufficient sites to accommodate any shortfall.**
Program 10. Preservation of at-risk Affordable housing units	**Preserve the 673 Carson Housing Authority-assisted affordable units and encourage the 130 HUD-assisted affordable units to extend their contracts; Ensure no net loss of units; Enforce residential replacement provisions pursuant to State law**	**ongoing**	**City Council considered and approved the Carson Housing Authority's Annual Report on March 18, 2024, to comply with this Program and preserve Housing Authority assisted affordable units.**
Program 11. Mobil Home Park Maintenance and Preservation	**Preserve affordable housing stock to the maximum extent possible with the maintenance and preservation of mobile home units. Enact programs that encourage the preservation of the parks or ensure financial assistance to residents to reduce any adverse impacts that result from such a closure. This program is divided into four approaches.**	**ongoing**	**The City through the Neighborhood Pride Program will continue to provide rehabilitation grants and loans. The City through the implementation of the Rent Control CPI Ordnance will continue to protect the affordability of mobile home units.** **The newly adopted Zoning Code includes the Mobilehome District (MHD) Overlay Zone. The purpose of the MHD is to maintain, preserve, and promote mobilehome parks as an important source of affordable rental housing. The MHD Overlay Zone applies to existing mobile home parks in the City.** **The newly adopted Zoning Code includes provisions updated the relocation impact report section of the code for mobilehome park closures and brought it into compliance with State law as amended by AB 2782.**

Program 12. Rental Assistance	**Provide assistance to at least 100 households annually; Encourage the retention of at least 272 Section 8 vouchers; Provide CARES Act emergency funds as available.**	**ongoing**	**City does not administer Section 8 Housing in Carson which is the responsibility of Los Angeles County.**
Program 13. Special Needs Housing	**Remove potential constraints tied to the CUP requirement for community care facilities of seven • Facilitate the development of housing for persons with disabilities, including developmental disabilities. • Educate residents about the reasonable accommodation ordinance and Residential Rehabilitation Program.Facilitate the development of housing for extremely-low-income households and persons experiencing homelessness.**	**ongoing**	**The newly adopted Zoning Code allows residential care facilities as a by-right use in all residential zoning districts. The newly adopted zoning code includes the following subcategories: General Residential Care, Limited Residential Care, Senior residential Care uses, General Hospice, Limited Hospice, and Congregate Living health Facilities. The newly adopted zoning code includes Emergency Shelter as a permitted use by right in all mixed use zones. The newly adopted zoning code treats Transitional and Supportive Housing as residential uses in all residential and mixed use zones subject to only to those restrictions that apply to other residential uses. The newly adopted zoning code permits Low Barrier Navigation Centers by right in all mixed-use and non-residential zones permitting multifamily uses, consistent with AB 101. Los Angeles County has been pursuing acquisition of the Extended Stay America (Weingart Center project) located at 401 E. Albertoni Street in Carson, as a Project Homekey project for the benefit of Carson homeless residents.**
Program 14. Affirmatively Furthering Fair Housing	**Affirmatively further fair housing in Carson by removing or reducing constraints on the development of housing appropriate for protected groups, promoting fair housing choice, and providing fair housing services**	**ongoing**	**As stated above, the newly adopted zoning code includes provisions to reduce constraints on the development of housing for protected groups. City funds the Housing Rights Center through the CDBG program to ensure promotion of fair housing and fair housing services.**
Program 15. Energy Conservation	**Facilitate energy conservation in housing development**	**ongoing**	**Planning and Building and Safety facilitate energy conservation in housing developments through enforcement of Title 24.**
Program 16. Commercial to Residential Conversions	**Facilitate the conversion of commercial and non-vacant use to residential use**	**ongoing**	**The newly adopted zoning code includes provisions in mixed use districts to permit multi-unit residential projects as a by right use to facilitate the conversion of commercial areas to residential use. The City rezoned nearly all its commercial areas to mixed use districts to further this goal.**

Program 17. Neighborhood Improvements	**• Continue to prioritize the City's annual budget, Capital Improvement Plan (CIP), CDBG funds, and Housing Set-Aside (Carson Housing Authority) funds according to areas of high need and ensure equitable distribution of funds, especially in lower income and/or lower resource areas; • Focus neighborhood improvement projects in lower-income areas to support new construction of housing units, enhancing mobility and connectivity to higher resource and/or higher income areas, access to services and amenities, safe routes to school, etc. Examples of this include working with other agencies to create a pedestrian/bike linkage along the Dominguez Channel that will link several lower-resourced neighborhoods to opportunities (see detailed policies for this in the General Plan) • Identify and complete a minimum of one improvement project annually in lower income and/or lower resource areas • Facilitate the inclusion of local-serving commercial uses in mixed-use development and encourage development of neighborhood retail, especially grocery stores, near existing neighborhoods. In**	**ongoing**	**City's Engineering Division has an aggressive schedule to repave residential streets in lower income and/or lower resource areas. They have recently paved residential streets bounded by Wilmington, Dominguez St, and the Dominguez channel, a low resource area. Traffic Engineer conducted public outreach for the future Active Transportation Plan.**

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
(916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov

November 8, 2022

David Roberts, City Manager
City of Carson
701 E. Carson Street
Carson, CA 90745

Dear David Roberts:

RE: City of Carson's 6th Cycle (2021-2029) Adopted Housing Element

Thank you for submitting the City of Carson's (City) housing element adopted on September 6, 2022, and received for review on September 9, 2022 with technical modifications received on October 12, 2022 and November 3, 2022, as authorized by Resolution number 2022-193. Pursuant to Government Code section 65585, subdivision (h), the California Department of Housing and Community Development (HCD) is reporting the results of its review.

The adopted housing element meets the statutory requirements of State Housing Element Law (Gov. Code, Article 10.6). However, the housing element cannot be found in full compliance until the City has completed necessary rezones to address the shortfall of sites to accommodate the Regional Housing Needs Allocation (RHNA) pursuant to Assembly Bill 1398 (Chapter 358, Statutes of 2021).

Pursuant to AB 1398, a jurisdiction that failed to adopt a compliant housing element within one year from the statutory deadline cannot be found in compliance until rezones to accommodate a shortfall of sites pursuant to Government Code section 65583, subdivision (c) (1) (A) are completed. As this year has passed and Program 5 (Zoning Ordinance Update) has not been completed, the housing element is out of compliance and will remain out of compliance until the rezoning has been completed. Once the City completes the rezone, a copy of the resolution or ordinance should be transmitted to HCD. HCD will review the documentation and issue correspondence identifying the updated status of the City's housing element compliance.

Additionally, the City must continue timely and effective implementation of all programs including, but not limited to, the following:

- Program 1 (Residential Rehabilitation Grant Program)
- Program 4 (Affordable Housing Strategy)

- Program 5 (Zoning Ordinance Update)
- Program 8 (Accessory Dwelling Units)
- Program 9 (Adequate Sites and No Net Loss)
- Program 11 (Mobilehome Park Maintenance and Preservation)
- Program 13 (Special Needs Housing)
- Program 14 (Affirmatively Furthering Fair Housing)
- Program 15 (Increasing Housing Opportunity in Low Density Districts)
- Program 17 (Neighborhood Market and Grocery Stores)

The City must monitor and report on the results of these and other programs through the annual progress report, required pursuant to Government Code section 65400. Please be aware, Government Code section 65585, subdivision (i) grants HCD authority to review any action or failure to act by a local government that it determines is inconsistent with an adopted housing element or housing element law. This includes failure to implement program actions included in the housing element. HCD may revoke housing element compliance if the local government's actions do not comply with state law.

Several federal, state, and regional funding programs consider housing element compliance as an eligibility or ranking criteria. For example, the CalTrans Senate Bill (SB) 1 Sustainable Communities grant; the Strategic Growth Council and HCD's Affordable Housing and Sustainable Communities programs; and HCD's Permanent Local Housing Allocation consider housing element compliance and/or annual reporting requirements pursuant to Government Code section 65400. While rezonings must be completed first, with a compliant housing element, the City will meet housing element requirements for these and other funding sources.

HCD appreciates the hard work and dedication Saied Naaseh, Community Development Director, Alvie Betancourt, Planning Manager, and your consultant, Rajeev Bhatia and Mayu Tanaka provided in the preparation of the City's housing element. HCD wishes the City success in implementing its housing element and looks forward to following the City's progress through the annual progress report pursuant to Government Code section 65400. If you have any questions or need technical assistance, please contact Shawn Danino at Shawn.Danino@hcd.ca.gov.

Sincerely,

Paul McDougall
Senior Program Manager

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

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

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH CALTEC CORP. FOR PROJECT NO. 1786: CITY HALL BATHROOM AND KITCHENETTE RENOVATIONS AND CONSIDER APPROVAL OF RESOLUTION NO. 25-026, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS (CITY COUNCIL)

I. SUMMARY

Project No. 1786 is part of the City's FY 24/25 Capital Improvement Program. This project includes the renovation of all the bathrooms and kitchenettes on the first floor and second floor of City Hall. On September 17, 2024, the City Council awarded a construction contract to Caltec Corporation (Caltec) for Project No.1786: City Hall Bathroom and Kitchenette Renovations, in the amount of $1,697,000.00. No contingency fund was authorized for this project when the contract was awarded.

As the project continues to progress, design revisions become an essential part of ensuring that the final outcome meets the current standards and complies with all applicable codes. These revisions allow for adjustments based on unforeseen challenges, or updated regulations that may arise during the project's lifecycle.

Staff is requesting City Council to consider approval of Amendment No. 1 to the existing agreement with Caltec Corporation, which will increase the project budget by an amount not to exceed $198,475.52 to cover the costs for design revisions (EXHIBIT No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to Public Works Agreement with Caltec Corporation for an additional amount of $198,475.52 to cover costs for design revisions.
2. ADOPT Resolution No. 25-026 "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to increase project PW1786 budget authority by $198,475.52. (EXHIBIT NO. 2).
3. AUTHORIZE the Mayor to execute Amendment No. 1 following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE Amendment No. 1. However, staff will not have sufficient funds to complete the full scope of work as part of Project No. 1786.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1786: City Hall Bathroom and Kitchenette Renovations is included in the City's Capital Improvement Program (CIP) list. This project includes the renovation of existing men and women restrooms and kitchenettes on the ground floor and second floor of City Hall building to meet current ADA standards. Demolition and design plans were prepared by BOA Architecture.

On September 17, 2024, the City Council awarded a construction contract to Caltec Corporation for Project No.1786: City Hall Bathroom and Kitchenette Renovations, in the amount of $1,697,000.00. No contingency fund was authorized for this project when the contract was awarded.

As construction progressed, it was determined that the proposed improvements needed to be revised to accommodate unanticipated field conditions. These necessary revisions include framing modifications, utility relocation, and other finishing materials. The design modifications identified are essential to maintaining project integrity and functionality. Without these modifications, the project would not function as intended or meet safety and operational standards.

The Design Revisions and Unforeseen Conditions Include:

- Increase in clearance requirements in front of the 2nd floor lobby Women's restroom water closet. As a result, the West wall at the executive conference room had to be shifted approximately 12" East. The costs include demolition, shifting all plumbing, electrical, and new framing, insulation, drywall, and painting.
- Change of wall types at the 2nd floor restroom entry way.
- Added drinking fountain and alcove at 2nd floor restroom entryway. This revision added additional framing, plumbing and electrical re-configurations, insulation, drywall, wall tile and accent tile, and additional floor tile at the exterior of the restrooms.
- Added dropped soffit at 2nd floor lobby restroom entryway. This revision added additional demolition of ceiling and wall, framing, drywall, and paint.
- Added ceiling access panels in the 2nd floor men's and women's restroom. This revision added additional framing.
- Parts of the existing framing to remain in place in the 2nd floor lobby women's and men's restroom was corroded. This added labor and material costs to replace all the existing corroded framing.
- Modifications to design of display case.
- Trash chute hardware, millwork and backsplash design modifications.
- Revisions to door and hardware schedule
- Additional hardware for 2nd floor lobby women's and men's restroom doors.
- Additional framing for the 2nd floor lobby entry restroom soffit to align with the existing adjacent soffits.
- Additional costs for providing a casework door for the existing water heater in the 2nd floor lobby women's restroom.
- Additional costs for providing multiple paint materials not shown on plans.
- Additional temporary floor protection in the 2nd floor lobby.
- Existing design layout did not provide sufficient space for the proper placement of two sinks, trash chute, and countertop support brackets. The sink countertop was enlarged, and the plumbing was shifted to allow for proper ADA clearances, trash chute, and countertop support bracket installation.

The total cost of the above charges and adjustments for the bathroom construction amounts to $198,475.52. However, there are not enough funds available to cover these improvements. Therefore, staff is requesting the City Council's approval for additional funding. Addressing these changes during construction will result in a more efficient and functional design, enhancing convenience for City Hall patrons and ensuring the space meets of operational needs effectively and meets the current building code.

Staff is requesting City Council to approve Amendment No. 1 to add funds in the amount of $198,475.52 to cover the cost for design revisions.

V. FISCAL IMPACT

If the proposed amendment is approved by Council, the $198,475.52 requested for Amendment No. 1 will be funded per Resolution 25-026.

VI. EXHIBITS

1. Contract Amendment No. 1
2. Resolution No. 25-026

Prepared by: Dr. Arlington Rodgers,Jr. Director of Public Works, Gilbert M. Marquez, P.E., City Engineer and Victor Lopez, P.E., Associate Civil Engineer

Attachments

CALTEC Amendment No. 1 and CO No. 1 - PW1786.pdf

Reso 25-026 PW1786 Kitchenette Bathrooms Budget Increase FINAL.pdf

AMENDMENT NO. 1

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and CALTEC CORP., a California corporation ("Contractor"), is effective as of the ____ day of _____, 2025.

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated September 23, 2024 ("Agreement") whereby Contractor agreed provide City Hall Bathroom and Kitchenette Renovations as Project No. PW1786 ("Project"), for a Contract Sum not to exceed $1,697,000.00.

B. Now, Change Order No. 1 in the amount of $198,475.52 is needed for provision of design revisions due to unforeseen conditions, revised door and hardware schedule, phase 1 door hardware, relocation of existing circuit, additional framing for entry restroom soffit, new casework door for existing water heater compartment, multiple paint type materials, additional floor protection, and men's restroom sink modifications.

C. It being understood that the cost to City associated with Change Order No. 1 is $198,475.52, the City and Contractor now desire to amend the Agreement and to have City Council (i) approve Change Order No. 1 to be added to the Scope of Work; and (ii) increase the Contract Sum by $198,475.52 from $1,697,000.00 to $1,895,475.52 to account for Change Order No. 1.

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 1.1 (Scope of Work) of the Agreement is hereby amended to read in its entirety as follows:

"1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled Project No. PW1786: City Bathroom and Kitchenette Renovations ***and Exhibit "A-1"*** ("**Project**"). ***Exhibit "A-1," which is attached hereto and incorporated herein by this reference, represents the work set out in Change Order No. 1.*** All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit

requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

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

"**2.1 Contract Sum.**

Subject to any 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 ~~One Million Six Hundred Ninety Seven Thousand Dollars ($1,697,000.00)~~ ***One Million Eight Hundred Ninety Five Thousand Four Hundred Seventy Five Dollars and Fifty Two Cents ($1,895,475.52)*** ("**Contract Sum**") for completion of the work."

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 Contractor 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.

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

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such

party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

CALTEC CORP., a California corporation

*By:_____
Name:
Title:

*By:_____
Name:
Title:

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.

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- ☐ CORPORATE OFFICER

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A-1"

CHANGE ORDER NO. 1

SEE ATTACHED

CHANGE ORDER

PROJECT TITLE: City Hall Bathroom and Kitchenette Renovations

TO CONTRACTOR:

PROJECT NO: 1786

CHANGE ORDER PACKAGE / AMENDMENT NO: 01

DATE: 2/6/2025

Type of Change Order:

___ Increase / Decrease in Contract Quantities	____ Change in Contract Unit Prices
_X_ Agreed Lump Sum / Unit Prices	____ Time and Materials (Estimated) (Notice to Proceed with Not To Exceed Estimated Amount)
_X_ Time Extension	____ Time and Materials (Final Price and Time)

Change Requested by: City (see items below)

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid: Segregate between additional work at current or revised contract unit prices, agreed lump sum price, and time & materials. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

1. **COR 6R2 – Design Revisions**
2. **COR 11R1 – Revised Door and Hardware Schedule**
3. **COR 14 – Phase 1 Door Hardware**
4. **COR 20 – Relocating Existing Circuit**
5. **COR 21 – Additional Framing for Entry Restroom Soffit**
6. **COR 22 – New Casework Door for Existing Water Heater Compartment**
7. **COR 27 – Multiple Paint Type Materials**
8. **COR 28 – Additional Floor Protection**
9. **COR 30 – Men's Restroom Sink Modifications**

The contractor understands that the costs associated for the change orders are not to exceed the submitted amounts. The contractor understands that the overhead and profit amounts need to be revised per previous direction. Funding will be requested for the estimated amounts but the contractor understands that

the City of Carson and authorized representatives are still reviewing COR's: 6R2,11R1,14,20,21,22,27,28,30.

The total of this Change Order is not to exceed..... $198,475.52

This Change Order is not valid until signed by the City of Carson

The original Contract Amount was	$1,697,000.00
Net change by previously authorized Change Orders	$00.00
The Contract Amount will be increased by this Change Order in the maximum amount of	$198,475.52
The new Contract Amount including this Change Order will be	$1,895,475.52
The Contract time is	100 Working Days
The Contract time will be increased by	72 Working Days
The Contract time therefore is	172 Working Days

THIS CHANGE ORDER CONSTITUTES ESTIMATED, NOT TO EXCEED, AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE ABOVE REFERENCED CHANGES IN THE WORK, INCLUDING ANY IMPACT ON THE REFERENCED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE ABOVE-REFERENCED CHANGES. WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THE CHANGE PROPOSED AND HEREBY AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL ACCEPT AS FULL PAYMENT THEREFORE THE PRICE SHOWN ABOVE.

Contractor - President — Date: 2/12/25
AUTHORIZED CONTRACTOR'S REPRESENTATIVE

SUBMITTED BY: Victor Lopez, P.E. — Date: 2/12/2025
Associate Civil Engineer

RECOMMENDED BY: Gilbert M. Marquez, P.E. — Date: 2/24/2025
City Engineer

APPROVED BY: — Date: 2/25/25

Arlington Rodgers
Director of Public Works

Date

THE FOLLOWING PAGES ONLY INCLUDE CHANGE ORDER ATTACHMENTS

Item No.	Max Estimated Amount		Bit Item	Status	Description
6R2	$	162,617.07	Amendment 01	Approved	Design revisions and unforeseen conditions: 1. Increase in ADA clearance requirements in front of the 2nd floor lobby Women's restroom water closet. As a result, the West wall at the executive conference room had to be shifted approximately 12" East. The costs include demolition, shifting all plumbing, electrical, and new framing, insulation, drywall, and painting. 2. Change of wall types at the 2nd floor restroom entry way. 3. Added drinking fountain and alcove at 2nd floor restroom entryway. This revision added additional framing, plumbing and electrical reconfigurations, insulation, drywall, wall tile and accent tile, and additional floor tile at the exterior of the restrooms. 4. Added dropped soffit at 2nd floor lobby restroom entryway. This revision added additional demolition of ceiling and wall, framing, drywall, and paint. 5. Added ceiling access panels in the 2nd floor men's and women's restroom. This revision added additional framing. 6. Parts of the existing framing to remain in place in the 2nd floor lobby women's and men's restroom was corroded. This added labor and material costs to replace all the existing corroded framing. 7. Modifications to design of display case. 8. Trash chute hardware, millwork and backsplash design modifications.
11R1	$	8,493.57	Amendment 01	In Review	Revisions to door and hardware schedule
14	$	5,461.36	Amendment 01	In Review	Additional hardware for 2nd floor lobby women's and men's restroom doors.
20	$	3,880.14	Amendment 01	Approved	The added costs for this item include relocating an existing duplex outlet out of the display case area. Relocating this item was not originally shown on plans.
21	$	1,395.51	Amendment 01	Approved	Additional framing for the 2nd floor lobby entry restroom soffit to align with the existing adjacent soffits.
22	$	1,696.87	Amendment 01	In Review	Additional costs for providing a casework door for the existing water heater in the 2nd floor lobby women's restroom.
27	$	5,978.95	Amendment 01	In Review	Additional costs for providing multiple paint materials not shown on plans.
28	$	4,281.92	Amendment 01	In Review	Additional temporary floor protection in the 2nd floor lobby.
30	$	4,670.13	Amendment 01	In Review	Existing design layout did not provide sufficient space for the proper placement of two sinks, trash chute, and countertop support brackets. The sink countertop was enlarged and the plumbing was shifted to allow for proper ADA clearances, trash chute, and countertop support bracket installation.

RESOLUTION NO. 25-026

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)
289-80-820-904-8009-PW1715	Infrastructure Roadways	($198,475.52)
289-80-820-904-8008-PW1786	Infrastructure other than Buildings	$198,475.52

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. 25-026 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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 30.

To: Honorable Mayor and City Council

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

Subject: CONSIDER TO ACCEPT THE PROJECT AS COMPLETE, PROJECT NO. 1730: CITY OF CARSON EVENT CENTER EV CHARGING STATIONS AND CONSIDER APPROVAL OF AMENDMENT NO. 1 TO AGREEMENT WITH ALFARO COMMUNICATIONS CONSTRUCTION (CITY COUNCIL)

I. SUMMARY

Project No. 1730 City of Carson Event Center EV Charging Stations is part of the City's Capital Improvement Program. The scope of the project, as described in the capital improvement program, includes the installation of EV charging stations at City Hall North parking lot and concrete site improvements. However, due to parking availability, it was proposed that the charging stations be installed at the West parking lot of the Carson Event Center.

On January 9, 2024, the City Council awarded a Construction Contract to Alfaro Communications Construction for a total budget of $262,127.80 for Project No. 1730: City of Carson Event Center EV Charging Stations. City Council also authorized the expenditure of construction contingencies of $26,212.78 (10%) for any unforeseen construction work that may have been necessary to complete this project. Staff requests that the City Council consider approval of Amendment No. 1 to the agreement with Alfaro Communications Construction. Amendment No. 1 includes additional scope of work amounting to $21,564.25 which is not part of original design and bid documents and not part of change orders already authorized under the approved contingency (Exhibit 1).

Project No. 1730 has been completed in accordance with approved plans and specifications. It is also requested that the City Council accept the project as complete and authorize staff to file the Notice of Completion with the LA County Recorder's office.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 1 to Public Works Agreement with Alfaro Communications Construction and increase the project budget by $21,564.25
2. AUTHORIZE the Mayor to execute Amendment No. 1 following approval as to form by the City Attorney.
3. ACCEPT as complete Project No. 1730: City of Carson Event Center EV Charging Stations.
4. AUTHORIZE staff to file a Notice of Completion.

III. ALTERNATIVES

1. DO NOT ACCEPT the project as complete. However, acceptance of project as complete and recordation of a Notice of Completion after work completion, under Civil Code section 9204 will shorten the time-period during which any contractor will be able to file a lien claim.
2. DO NOT APPROVE Amendment No. 1, however, staff will not be able to process an invoice for additional work already completed by contractor.
3. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No.1730, City of Carson Event Center EV Charging Stations includes the installation of four (4) level 2 charging stations at West parking lot of the Carson Event Center. The project also includes sidewalk reconstruction to satisfy ADA standards, the installation of ramps and handrails, asphalt pavement resurfacing, parking striping, and the installation of electrical equipment and electrical upgrades to support the proposed charging stations.

The construction contract amount was $262,127.80. The authorized construction contingency was $26,212.78 (10%). A total of four change orders were executed during construction. Change Orders 1 & 2 with a total amount $26,212.78 were funded using the previously approved contingency funds and will be approved and ratified by City Council via Amendment No. 1. Change Orders 3 & 4 are recommended by staff for approval by City Council through Amendment No. 1 with a total amount of $21,564.25 which will provide additional funding to pay for Change Orders 3 & 4. The scope of work within Change Orders 3 & 4 has already been completed by the contractor, Alfaro Communications Construction.

Change Order No. 1 ($4,029.65): The existing sidewalk from the Carson Event Center to the newly installed EV charging stations was not ADA compliant since it exceeded the maximum allowable cross slope and path of travel percentages. The newly installed sidewalk built per current ADA slope requirements resulted in an elevation difference to the surrounding landscape. As a result, the contractor requested additional costs to adjust the brick pathways adjacent to the new sidewalk. This change order also includes additional concrete removal and placement costs for sidewalk behind the new handrail ramps. Change Order No. 1 is funded by the project's contingency budget.

Change Order No. 2 ($22,183.13): Includes the costs to resurface the parking stalls to comply with maximum allowable slopes - Part #1. It is funded by the project's contingency budget.

Change Order No. 3 ($18,955.57): Includes the costs to resurface the parking stalls to comply with maximum allowable slopes - Part #2. It exceeds the project's contingency. Therefore staff is requesting additional funds for this change order.

Change Order No. 4 ($2,608.68): The design plans did not include material or finish specification for handrails. This change order includes the cost for color matching and painting the handrails of the new ramps. It exceeds the project's contingency. Therefore staff is requesting additional funds for this change order.

Contract Amount: $262,127.80

CO No. 1: $4,029.65 (covered by the contingency fund)

CO No. 2: $22,183.13 (covered by the contingency fund)

CO No. 3: $18,955.57 (requesting approval of Amendment No. 1)

CO No. 4: $2,608.68 (requesting approval of Amendment No. 1)

The original contract amount for the project was $262,127.80, with a total of $47,777.03 in approved change orders (1-4), bringing the total approved project cost to $309,904.83. Given that the total project cost exceeds the original contract amount, staff is requesting the city council the approval of Amendment No. 1 for the additional funding of $21,564.25 to cover the overage. Additionally, construction of the project has been successfully completed, including all punch list items. Therefore, staff requests that the City Council accept the project as complete and authorize the recording of the Notice of Completion with the Los Angeles County Recorder's Office.

V. FISCAL IMPACT

Funds for the requested change orders 3 ($18,955.57) & 4 ($2,608.68) are available in FY 2024-2025 adopted budget within account 289-80-820-904-8008 (DIF Utilities & Sustainability).

VI. EXHIBITS

1. Alfaro Communications Amendment No. 1
2. Project Completion Photos

Prepared by: Gilbert M. Marquez, P.E., City Engineer and Victor Lopez, Associate Engineer

Attachments

Exhibit 1 - Alfaro Communications Amendment No. 1.pdf
Exhibit 2 - Project Completion Photos.pdf

AMENDMENT NO. 1

TO PUBLIC WORKS AGREEMENT

THIS AMENDMENT TO PUBLIC WORKS AGREEMENT ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City") and ALFARO COMMUNICATIONS CONSTRUCTION INC., a California corporation ("Contractor"), is effective as of the ____ day of _____, 2025.

RECITALS

A. City and Contractor entered into that certain Public Works Agreement dated March 6, 2024 ("Agreement") whereby Contractor agreed to install EV charging stations at City Hall's Parking Lot and concrete site improvements as Project No. 1730 ("Project"), for a Contract Sum not to exceed $262,127.80.

B. City's City Council previously authorized a construction contingency of $26,212.78 (10% of the Contract Sum) for any unforeseen construction work that may have been necessary to complete the Project.

C. City and Contractor entered into various change orders as permitted under Section 1.12 of the Agreement. Change Order 1 in the amount of $4,029.65 concerned paver adjustments and additional concrete removal and Change Order 2 in the amount of $22,183.13 concerned asphalt pavement mill and overlay. Change Orders 1 and 2 were covered by the construction contingency of $26,212.78.

D. Now, Change Order 3 in the amount of $18,955.57 is needed to provide additional asphalt pavement mill and overlay and Change Order 4 in the amount of $2,608.68 is needed to paint ramp handrails.

E. It being understood that the cost to City associated with all four change orders (all change orders are collectively referred to herein as "Change Orders") is $47,777.03, the City and Contractor now desire to amend the Agreement and to have City Council (i) ratify and approve the Change Orders to be added to the Scope of Work; and (ii) increase the Contract Sum by $47,777.03 from $262,127.80 to $309,904.83 to account for the Change Orders.

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 1.1 (Scope of Work) of the Agreement is hereby amended to read in its entirety as follows:

"**1.1 Scope of Work.**

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in

the Bid Documents for the project entitled Project No. 1730: City of Carson Event Center EV Charging Stations ***and Exhibit "A-1"*** ("**Project**"). ***Exhibit "A-1," which is attached hereto and incorporated herein by this reference, represents the work set out in the Change Orders.*** All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern."

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

"**2.1 Contract Sum.**

Subject to any 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 ~~Two Hundred Sixty Two Thousand One Hundred Twenty Seven Dollars and Eighty Cents ($262,127.80)~~ ***Three Hundred Nine Thousand Nine Hundred Four Dollars and Eighty Three Cents ($309,904.83)*** ("**Contract Sum**") for completion of the work."

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 Contractor 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.

Contractor 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 Contractor that, as of the date of this Amendment, Contractor is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. Authority. The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

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

CONTRACTOR:

ALFARO COMMUNICATIONS
CONSTRUCTION INC., a California corporation

*By:_____
Name:
Title:

*By:_____
Name:
Title:

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-1"

CHANGE ORDERS

SEE ATTACHED

EXHIBIT A-1

CHANGE ORDER

PROJECT TITLE: Event Center EV Charging Stations

TO CONTRACTOR:

PROJECT NO: 1730

CHANGE ORDER NO: 01

DATE: 11/19/2024

Type of Change Order:

___ Increase / Decrease in Contract Quantities	____ Change in Contract Unit Prices
X Agreed Lump Sum / Unit Prices	____ Time and Materials (Estimated) (Notice to Proceed with Not To Exceed Estimated Amount)
___ Time Extension	____ Time and Materials (Final Price and Time)

Change Requested by: City (see items below)

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid: Segregate between additional work at current or revised contract unit prices, agreed lump sum price, and time & materials. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

1. **Paver adjustments due to new sidewalk elevation & Additional concrete removal.**

The contractor is requesting additional costs for adjusting pavers adjacent to the reconstructed sidewalk at a new elevation per ADA requirements and for additional concrete removal at the top of ADA ramps and for removing unforeseen existing concrete foundations adjacent to the charging stations.

The total of this Change Order is not to exceed..... $4,029.65

This Change Order is not valid until signed by the City of Carson

The original Contract Amount was..... $262,127.80

Net change by previously authorized Change Orders $00.00

The Contract Amount will be increased by this Change Order
in the maximum amount of $4,029.65
The new Contract Amount including this Change Order will be $266,157.45
The Contract time is ..... Working Days
The Contract time will be increased by ..... Working Days
The Contract time therefore is ..... Working Days

THIS CHANGE ORDER CONSTITUTES FULL, FINAL, AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE ABOVE REFERENCED CHANGES IN THE WORK, INCLUDING ANY IMPACT ON THE REFERENCED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE ABOVE-REFERENCED CHANGES. WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THE CHANGE PROPOSED AND HEREBY AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL ACCEPT AS FULL PAYMENT THEREFORE THE PRICE SHOWN ABOVE.

Jamal Deaifi
Contractor - President
AUTHORIZED CONTRACTOR'S REPRESENTATIVE

11/20/24
Date

SUBMITTED BY:
Victor Lopez, P.E.
Associate Civil Engineer

1/15/2025
Date

RECOMMENDED BY:
Gilbert M. Marquez, P.E.
City Engineer

1/16/2025
Date

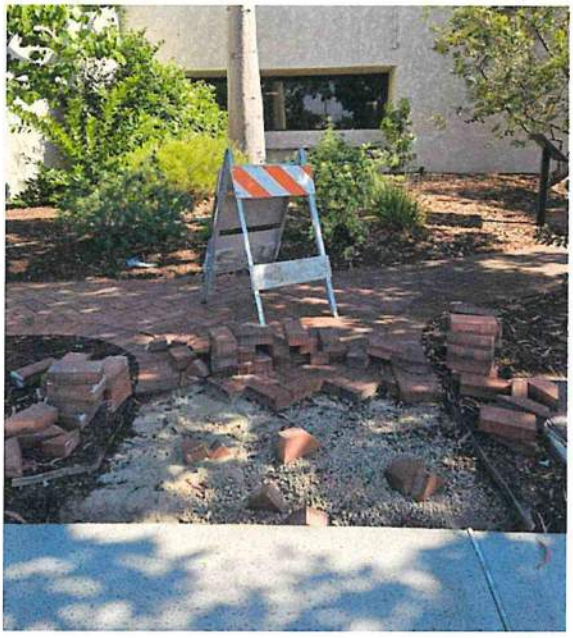
APPROVED BY:
Arlington Rodgers
Director of Public Works

1/23/25
Date

THE FOLLOWING PAGES ONLY INCLUDE CHANGE ORDER ATTACHMENTS

PAVER ADJUSTMENTS DUE TO NEW SIDEWALK ELEVATION

SIDEWALK HAD TO BE RECONSTRUCTED TO MEET ADA SLOPE REQUIREMENTS WHICH LOWERED THE SIDEWALK ELEVATION AND REQUIRED THE PAVER PATHWAYS TO BE RE-ADJUSTED (PAVER ADJUSTMENTS NOT SHOWN ON PLAN)



Cost Break Down

C.C.O NO _____ REPORT NO.
DATE PREFORMED August 8, 2024
DATE OF REPORT August 8, 2024
PAGS

PROJECT: City of Carson Event Center EV Charging Stations
WORK PERFORMED BY: Alfaro Communications Construction
DESCRIPTION OF WORI Install pavers on new grade.

EQUIP. CODE	EQUIPMENT	CODE	HOURLY RATE	HOURS	EQUIP. NO	EXTENDED AMOUNT
T&TT	Utility Truck	12-20	$54.71	8	1	$ 437.68
T&TT	Utility Truck GMC	28-36	$63.46			$ -
TRACS	Bobcat	A	$27.23			$ -
HAMMR	Breaker	`0100	$38.13			$ -
APMP	Water Tank	030-050	$18.44			$ -
FLAS	Arrow Board	TM	$ 3.48			$ -
COMHG	Compactor	0-250	$ 8.26			$ -
ROTAM	Roller	1635	$90.17			$ -
TRUN	Dump truck	5AXL	$85.28			$ -
VACC	Vacuum	-	125.00			
AIRCP	Compressor	025-045	$36.28			$ -
ABOP	Concrete Saw	10-20	$ 5.91			$ -
TRAIL	Bobcat trailer low Bed A	100.00	$15.67			$ -
TRACS	Mini-Ex	A	$41.87			$ -
HCECL	Crane	4280.00	$ 81.34			$ -
						$ 437.68

MATERIAL AND / OR WORK DONE BY SPECIALIST

DESCRIPTION	NO. UNIT	UNIT COST	
Apex mix	1	$ 72.75	$ 72.75
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Total	
		SUBTOTAL	$ 72.75

LABOR		HOURS	HOURLY RATE	EXTENDED AMOUNTS
Carlos A. Soriano	REG.	8	$ 88.69	$ 709.52
	O.T			$ -
Carlos Sandoval	REG.	8	$ 88.69	$ 709.52
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
			SUB-TOTAL	$ 1,419.04
LABOR SURCHARGE - (Per Caltrans Labor Surcharge & Equip Rental Rates)				$ -
SUBSISTENCE _____ NO. _____			+ $	
TRAVEL EXPENSE _____ NO. _____			+ $	
OTHER				

TOTAL COST OF LABOR	A	$ 1,419.04
TOTAL COST OF EQUIPMENT, MATERIAL & WORK	B	$ 510.43
+ 20% MARK UP ON LABOR COST (Per Caltrans Labor Surcharge & Equip Rental Rates)	(A)	$ 283.81
+ 15% MARKUP ON EQUIPMENT , MATERIAL, AND WORK COST	(B)	$ 76.56
+ 10% EXCESS OVER $5,000; CONTRACTORS MARKUP ON SUBCONTRACTOR	(E)	
	TOTAL	$ 2,289.84

CONTRACTOR REPRESENTATIVE

☐ ACCEPTED FOR RECEIPT ONLY

☐ APPROVED FOR PAYMENT

WHITE CAP

MEME
CASH C.O.D

PACKING SLIP #229 61014735

054 - Gardena CA (PZ1)
19130 S FIGUEROA ST
GARDENA, CA, 90248-4514
(424) 531-6400

Sold To: 10000236668
CASH/ GARDENA 054
19130 S FIGUEROA ST UNIT B
GARDENA, CA, 90248

Ship To: CASH/GARDENA 054/YARD, 10002089330
19130 S FIGUEROA ST UNIT B
GARDENA, CA, 90248
Job Site Contact:
Job Site Phone:
Map #:

Delivery : 30797872

Printed By : JORGE A
Printed Date : 08/08/2024 11:35 AM PACIFIC **Ordered By : JORGE ALMARAZ** **Contact Ph# :**

Order Number	Order Date	Request Date	Customer PO	Terms	Ship via/Routing	Sales Person	Created By
61014735	08/08/2024	08/08/2024	MANUEL	PRFRDCASH	0. Will Call	GARDENA HOUSE-054	Jorge A

LN / Bin	Part# / H/M	Description / LOT / S/N	Quantity ORD	SHP	BKO	U/M / Unit WT	Price / COO	Amount / Applied
1 1-ACB0209	196BUCKET1 VPN: RG501	1GAL BUCKET	1	1	0	EA .52 LBS	$4.99	$4.99
2 1-DAI0205	471CDFINE VPN: 11960	20LB BAG GRAY FINE CONCRETE DRESSING ARDEX	1	1	0	BAG 20 LBS	$65.99	$65.99
		WARNING: Cancer and Reproductive Harm - www.P65Warnings.ca.gov						

PAID
PAID PAID
AUG 08 2024
BY:

ENTERED
8/14/24

Shipped amount	**$70.98**
Delivery charges/Fuel Surcharges	**$0.00**
Tax amount	**$7.24**
Order total	**$78.22**
Deposit/funds tendered	**$0.00**
Balance due	**$78.22**

**********PACKING SLIP ONLY**********
********** THIS IS NOT AN INVOICE**********
REPORT DISCREPANCIES WITHIN 24 HRS.
IF YOU DIDN'T RECEIVE THE SERVICE YOU EXPECTED CALL BOB JACOBY 949-794-5272
NO REFUNDS OR EXCHANGES ON NON STOCK MERCHANDISE

SIGN DATE : **08-AUG-2024 14:35:32**
PRINT : **MANUEL**
SIGN : WD MAZ

SHIPPED WEIGHT: **20.52 LBS** PULLED BY: _____ CHECKED BY: _____ LOADED BY: _____

For all shipments being transported in WHITE CAP marked vehicles, WHITE CAP is the Carrier and Shipper.
For shipments being transported by unrelated third parties, WHITE CAP is the Shipper.
Download any needed Safety Data Sheets (SDS) online today at
https://www.whitecap.com/help-center/osha-standards-safety-data-sheets

Scan for Terms and Conditions

The White Cap Family of Brands includes All-Tex Waterproofing Solutions, Harmac, Kenseal, Marvel Building & Masonry Supply, MASONPRO, and Williams Equipment & Supply.
Learn more at About.WhiteCap.com.

ADDITIONAL CONCRETE REMOVAL AT THE TOP OF ADA RAMPS FOR NEW RAMP SLOPE

SIDEWALK AT THE TOP OF ADA RAMPS HAD TO BE REMOVED AND REPLACED TO MATCH THE NEW RAMP SLOPES (REMOVAL NOT SHOWN ON DRAWINGS)

Cost Break Down

C.C.O NO _____ REPORT NO.
DATE PREFORMED July 25, 2024
DATE OF REPORT July 25, 2024
PAGS

PROJECT: City of Carson Event Center EV Charging Stations
WORK PERFORMED BY: Alfaro Communications Construction
DESCRIPTION OF WORK: Transition Concrete at the top of west and middle ramp, remove concrete and pour, remove concrete foundation at EV Chargers.

EQUIP. CODE	EQUIPMENT	CODE	HOURLY RATE	HOURS	EQUIP. NO	EXTENDED AMOUNT
T&TT	Utility Truck	12-20	$54.71			$ -
T&TT	Utility Truck GMC	28-36	$63.46			$ -
TRACS	Bobcat	A	$27.23	5	1	$ 136.15
HAMMR	Breaker	`0100	$38.13	5	1	$ 190.65
APMP	Water Tank	030-050	$18.44			$ -
FLAS	Arrow Board	TM	$ 3.48			$ -
COMHG	Compactor	0-250	$ 8.26			$ -
ROTAM	Roller	1635	$90.17			$ -
TRUN	Dump truck	5AXL	$85.28			$ -
VACC	Vacuum	-	125.00			
AIRCP	Compressor	025-045	$36.28			$ -
ABOP	Concrete Saw	10-20	$ 5.91			$ -
TRAIL	Bobcat trailer low Bed A	100.00	$15.67			$ -
TRACS	Mini-Ex	A	$41.87			$ -
HCECL	Crane	4280.00	$ 81.34			$ -
						$ 326.80

MATERIAL AND / OR WORK DONE BY SPECIALIST

DESCRIPTION	NO. UNIT	UNIT COST	
Yard Concrete	1	$ 196.44	$ 196.44
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Total	
		SUBTOTAL	$ 196.44

LABOR		HOURS	HOURLY RATE	EXTENDED AMOUNTS
Carlos Sandoval	REG.	5	$ 94.84	$ 474.20
	O.T			$ -
Manuel Montejano	REG.	5	$ 94.84	$ 474.20
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
	O.T			$ -
	REG.			$ -
			SUB-TOTAL	$ 948.40
LABOR SURCHARGE - (Per Caltrans Labor Surcharge & Equip Rental Rates)				$ -
SUBSISTENCE _____ NO. _____			+ $	
TRAVEL EXPENSE _____ NO. _____			+ $	
OTHER				

TOTAL COST OF LABOR	A	$ 948.40
TOTAL COST OF EQUIPMENT, MATERIAL & WORK	B	$ 523.24
+ 20% MARK UP ON LABOR COST (Per Caltrans Labor Surcharge & Equip Rental Rates)	(A)	$ 189.68
+ 15% MARKUP ON EQUIPMENT , MATERIAL, AND WORK COST	(B)	$ 78.49
+ 10% EXCESS OVER $5,000; CONTRACTORS MARKUP ON SUBCONTRACTOR	(E)	
	TOTAL	$ 1,739.81

_____
CONTRACTOR REPRESENTATIVE

☐ ACCEPTED FOR RECEIPT ONLY

☐ APPROVED FOR PAYMENT

CARSON · Job 279

DAILY FORCE ACCOUNT WORK TENTATIVE AGREEMENT

CONTRACT NO. PROJECT No. 1730 DATE: 7-25-24

CCO #:

LOCATION/DESCRIPTION OF EXTRA WORK: TRANSITION CONCRETE AT THE TOP OF WEST AND MIDDLE RAMP, REMOVE CONCRETE AND POUR. + REMOVE CONCRETE FOUNDATION AT EV CHARGERS (5")

EQUIPMENT #	EQUIPMENT	HRS	# OF MEN	NAME	HOURS ST	HOURS OT
	BOB CAT	X				
	BREAKER	X				
				CARLOS SANDOVAL	5	
				MANUEL MONTEJANO	5	

MATERIAL: 1 YD CONCRETE

n / a

ROBERTSON'S

ROCK • SAND • BASE MATERIALS
READY MIX CONCRETE
(951) 685-2200 • (800) 834-7557
FED. I.D. #33-0491865

10 C

#229

INVOICE

CUSTOMER JOB NUMBER / P.O.	DELIVERY DATE	PLANT DEL. FROM	DATE	NUMBER
	07/31/24		07/31/24	503828

JOB ADDRESS	ZONE	CUST. NO.	JCN NO.
801 E CARSON ST CARSON		91156	231109

ALFARO COMMUNICATIONS CON
15614 S. ATLANTIC AVE

COMPTON CA 90221

ENTERED
8/7/24

REMIT TO: P.O. BOX 3600
CORONA, CA 92878

TERMS:
DUE 10TH OF MONTH FOLLOWING
DATE OF INVOICE

DELIVERY TICKET NO.	ARRIVE JOB	FINISH POUR	MIN	QUANTITY	UNIT	DESCRIPTION	TAX	UNIT PRICE	AMOUNT
1074734	7:10	8:30	80	10.00	CY	59031 590C3250 .50W/	Y	178.18	1,781.80

PAID
8-8-24
EFT.

ENERGY SURCHG	35.00
ENV FEE	35.00
SUBTOTAL	1,851.80
SALES TAX	189.81

	TOTAL MIN	ALLOWED MIN	STANDBY MIN	
STANDBY TIME	80	40	40	80.00

TOTAL QUANTITY		INVOICE TOTAL
10.00	**TERMS:** INVOICES ARE DUE 10TH OF MONTH FOLLOWING DATE OF INVOICE. PAST DUE ACCOUNTS SUBJECT TO A MONTHLY SERVICE CHARGE OF 1.5%. BUYER TO PAY REASONABLE COSTS OF COLLECTION INCLUDING ATTORNEY FEES.	2,121.61

EXHIBIT A-1

CHANGE ORDER

PROJECT TITLE: Event Center EV Charging Stations

TO CONTRACTOR:

PROJECT NO: 1730

CHANGE ORDER NO: 02

DATE: 12/17/2024

Type of Change Order:

___ Increase / Decrease in Contract Quantities

_X_ Agreed Lump Sum / Unit Prices

___ Time Extension

____ Change in Contract Unit Prices

____ Time and Materials (Estimated) (Notice to Proceed with Not To Exceed Estimated Amount)

____ Time and Materials (Final Price and Time)

Change Requested by: City (see items below)

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid: Segregate between additional work at current or revised contract unit prices, agreed lump sum price, and time & materials. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

1. ASPHALT PAVEMENT MILL & OVERLAY

The building code requires surface slopes within the accessible parking stalls and access aisles to be minimized with a maximum allowable slope of two percent (2%), in any direction.

The architectural plans show a 2% maximum slope requirement but did not specify any asphalt remediation work needed during the design/bidding of the project. The topographical survey completed under the direction of the architectural consultant show surface slopes under 2% at existing accessible parking stalls and access aisles.

Staff field measurements show various existing surface slopes that exceed the two percent (2%) max requirement. Staff recommends milling and overlaying 2" of the asphalt pavement within the scope of work to achieve a surface slope under 2% for all parking stalls and access aisles.

This change order includes the cost of milling 2" of the existing asphalt pavement with a quantity of 2,000 square feet and placing 2" of asphalt mix (C2 PG 64-10) with an approximate 23.757 tons.

Estimate Quantity	Unit	Unit Price	Item Cost
2,000.00	SF	$ 4.00	$ 8,000.00
23.757	TON	$ 597.00	$ 14,183.13
		Total	$ 22,183.13

The estimated total quantity required for this work is shown in the attached exhibit, approximately **3,643 square feet of milling and 44.5 tons of asphalt.** However, the quantities presented in this change order were reduced as to not exceed the available project contingency. The remaining quantities will be presented in contract amendment no. 1 as change order no. 3.

The total of this Change Order is not to exceed..... $22,183.13

This Change Order is not valid until signed by the City of Carson

The original Contract Amount was..... $262,127.80
Net change by previously authorized Change Orders $4,029.65
The Contract Amount will be increased by this Change Order
in the maximum amount of $22,183.13
The new Contract Amount including this Change Order will be $288,340.58
The Contract time is .....60 Working Days
The Contract time will be increased by.....0 Working Days
The Contract time therefore is ..... 60 Working Days

THIS CHANGE ORDER CONSTITUTES FULL, FINAL, AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE ABOVE REFERENCED CHANGES IN THE WORK, INCLUDING ANY IMPACT ON THE REFERENCED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE ABOVE-REFERENCED CHANGES. WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THE CHANGE PROPOSED AND HEREBY AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL ACCEPT AS FULL PAYMENT THEREFORE THE PRICE SHOWN ABOVE.

Jamal Deaifi
Contractor - President
AUTHORIZED CONTRACTOR'S REPRESENTATIVE

12/18/24
Date

SUBMITTED BY: _____ 1/15/2025
Victor Lopez, P.E. Date
Associate Civil Engineer

RECOMMENDED BY: _____ 1/16/2025
Gilbert M. Marquez, P.E. Date
City Engineer

APPROVED BY: _____ 1/23/25
Arlington Rodgers Date
Director of Public Works

THE FOLLOWING PAGES ONLY INCLUDE CHANGE ORDER ATTACHMENTS

Estimate (3,643 SF) - Mill & Overlay

4' Taper beyond edge/back/sides of parking stalls to match existing

Surface slopes within the accessible parking stalls and access aisles shall be minimized with a maximum allowable slope of two percent (2%), in any direction per original drawings.

Recommendation to stay close to 1.5% to avoid exceed 2% requirement.

Protect/cover charging stations at all times.

ESTIMATE

Change Order #1 quantities are for: 2,329.42 square feet and 28.3 tons. The remaining quantities will be addressed as a contract amendment in change order #2.

	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
17	Cold Milling: 2" thickness (Includes 4'-0" taper all sides of parking stall)	3,643	SF	$4.00	~~$14,596.00~~ $14,572.00
18	Asphalt Rubber Hot Mix (ARHM) 2.0" Finish Course (ARHM GG-C , Class ½", PG 64-16)	44.5	TON	$597.00	$26,566.5

ITEM NO. 17: COLD MILL AC 2"

This Bid Items shall include the uniform cold milling of existing AC at a depth of approx. 2" within the roadway and shall be performed in accordance with Subsection 302-5.2, "Cold Milling Asphalt Concrete" of the Standard Specifications.

Also, asphalt removal by cold milling and hauling away to recycling facilities is included in this bid item and shall include removal of existing materials to grade. The Contractor shall implement whatever measures are practical during removal operations to maintain the existing sub-grade integrity. Any sub-grade disturbed or removed due to the Contractor not using the extra care outlined for his convenience, shall be graded and compacted to a Min. 95% relative compaction, to the required elevations at no cost to the City.

Surface slopes within the accessible parking stalls and access aisles shall be minimized with a maximum allowable slope of two percent (2.00%), in any direction. This item includes a 4'-0 taper at all sides of parking stall to achieve a transition between the future 2% max parking stall to the existing surface. Contractor to verify that 2.00% max slope will be achieved prior to starting work.

Contractor to field verify that proposed work will follow the existing parking lot surface drainage path prior to removal and throughout project. Contractor to field verify that two percent max slope at accessible parking stalls and access aisles will be achieved prior to starting work. Contractor to adjust the depth and extent of cold milling to achieve proper drainage and the maximum two percent slope at accessible parking stalls and access aisles.

Payment for these items is at the price bid per Square Foot (S.F.) and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed, therefore. Any area that exceeds 2.00% max slope will need to be redone at contractor's cost.

ITEM NO. 18: ASPHALT RUBBER HOT MIX (ARHM) FINISH COURSE

This item consists of supplying and placing asphalt concrete pavement in accordance with the provisions of Section 302-5, "Asphalt Concrete Pavement" of the Standard Specifications except as modified and supplemented below:

Asphalt concrete construction shall conform to Section 200, 203, 302 and 400 of the Standard Specifications, Section 92 of the Caltrans Standard Specifications and these Special Provisions.

Surface slopes within the accessible parking stalls and access aisles shall be minimized with a maximum allowable slope of two percent (2.00%), in any direction.

Contractor to field verify that proposed work will follow the existing parking lot surface drainage path prior to removal and throughout project. Contractor to field verify that two percent max slope at accessible parking stalls and access aisles will be achieved prior to starting work. Contractor to adjust the depth and extent of cold milling to achieve proper drainage and the maximum two percent slope at accessible parking stalls and access aisles.

Tack coat is required, and the cost thereof shall be included in the bid price paid per ton for asphalt concrete. Contractor to submit tack coat product/submittal and should be approved by City. Contractor to submit ARHM GG-C submittal for city approval.

The required AC mix designs shall be as follows:

ARHM GG-C	**Class (1/2")**	**PG 64-16**

Section 302-5.5 entitled "Distribution and Spreading" of the Standard Specifications shall be modified as follows:

The Contractor shall construct temporary asphalt concrete ramping with a slope of 1:1 at the edge of open excavation if all of the following occur:

1. Clearance between travel lane and open excavation is less than five (5) feet,
2. Excavation depth is six (6) inches or deeper, and
3. If open excavation will last for more than 48 hours,

Payment for the construction and removal of temporary asphalt concrete shall be included in other items of work involved and no additional compensation will be allowed therefore.

The cracks shall be blown clean to expose the depth of the crack as much as possible. Cracks that are ¼-inch and larger shall then be routed with power router equipment. In areas that are severely

alligatored, whereby routing would cause further damage to the surrounding pavement, causing chunks or pieces of asphalt to come apart shall not be further routed; in those areas air blowing is sufficient. All cracks that have been routed or air-blown for exposure of a ¼-inch width then are nozzle-filled with an emulsified asphalt and sand. Emulsified asphalt and sand shall conform to Subsection 203-3 and 302-2.4. The sand admixture screening shall be medium time.

A tack coat shall be applied to all surfaces that will be in contact with the asphalt surfacing. The tack coat shall consist of SS-1H emulsified asphalt at an approximate rate of .05 to .10 gallons per square yard shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete. It shall be furnished and applied in accordance with the requirements of Section 203-3 and 302-5 of the SSPWC. The exact rate of application will be determined by the City Engineer. The tack coat shall be applied only so far in advance of paving or surfacing as ordered by the Engineer.

All petroleum, gas, water and other underground utility covers, valve cans and lids, within the areas to be paved shall be adjusted to grade in accordance with the requirements of their respective owners. Reference the bid item 11 for adjustment to grade of petroleum, gas, water and other underground utility covers, valve cans and lids. The Contractor shall clean the interiors of all debris. It is the Contractor's responsibility to verify the number and location of these structures and to notify the owners thereof prior to doing this work.

The contractor shall have a minimum of three operational rollers including two vibratory rollers on the job site. The vibratory roller shall be used during the breakdown rolling operation. The rollers shall conform to the requirements of the SSPWC. Relative compaction shall be subject to testing by a certified testing laboratory by the City of Carson. The contractor shall be subject to a financial penalty should the compaction requirements fail to be met.

Upon completion, the pavement shall be true to grade and cross section. When a ten-foot (3m) straight-edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight-edge more than 1/8 inch (3mm), except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. However, if the paving material has been cooled below the lower limits of the spreading temperatures prescribed in Subsection 302-5.5, "Distribution and Spreading", the surface of the pavement shall be brought to a true grade and cross section by removing the pavement material in the areas to be repaired, by an approved method, to provide a minimum laying depth of one-inch (25mm) of new pavement material at the joint line. Repairs shall not be made to pavement surfaces by feather-edging at joints.

Work determined by the Engineer to conform to the requirements specified herein will be paid for at the contract price per ton for Asphalt Concrete subject to a compensation adjustment based on the relative compaction result from each lot tested in accordance with the following table:

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	1.000	93.4	0.938

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
94.9	0.998	93.3	0.932
94.8	0.996	93.2	0.925
94.7	0.994	93.1	0.918
94.6	0.991	93.0	0.910
94.5	0.988	92.9	0.902
94.4	0.985	92.8	0.892
94.3	0.982	92.7	0.882
94.2	0.978	92.6	0.871
94.1	0.974	92.5	0.858
94.0	0.970	92.4	0.843
93.9	0.966	92.3	0.825
93.8	0.961	92.2	0.804
93.7	0.956	92.1	0.775
93.6	0.950	92.0	0.700
93.5	0.944		

Lot sizes are as described in California Test Method 375. Asphalt in a lot that is accepted on the basis of reduced payment will be paid for at the contract price paid for Asphalt Concrete multiplied by the above factors if the lots are within the range of the above table. Should the lot test indicate a relative compaction value of 91.9% or less, the lot shall be removed and replaced at Contractor's sole expense.

A lot will generally be considered the area of asphalt concrete placement performed in one continuous operation in a given day unless otherwise approved by the Engineer. A lot shall consist of approved paving material from only one asphalt concrete production plant. Should asphalt concrete from more than one source (or plant) be used in any single paving operation, the highest reference maximum density shall be used for determination of Relative Compaction; More than one paving operation (one for each source of material) may be performed if equipped as a separate operation and is approved by the Engineer.

Payment for unclassified excavation required for Sawcutting, excavating, removing, hauling, disposing of existing Asphalt Concrete (AC), Portland Cement Concrete (PCC), any other Pavement Surface(s), and base/cement treated base and subgrade materials shall be considered as included in the bid price paid under various bid items and no additional compensation will be allowed, therefore.

Payment for this item at the price bid per unit TON shall be considered full compensation for performing all work as specified herein and no additional compensations shall be allowed therefore.

EXHIBIT A-1

CHANGE ORDER

PROJECT TITLE: Event Center EV Charging Stations

TO CONTRACTOR:

PROJECT NO: 1730

CHANGE ORDER NO: 03

DATE: 12/17/2024

Type of Change Order:

___ Increase / Decrease in Contract Quantities

X Agreed Lump Sum / Unit Prices

___ Time Extension

____ Change in Contract Unit Prices Time and Materials (Estimated)

____ (Notice to Proceed with Not To Exceed Estimated Amount) Time and Materials

____ (Final Price and Time)

Change Requested by: City (see items below)

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid: Segregate between additional work at current or revised contract unit prices, agreed lump sum price, and time & materials. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time.

1. ASPHALT PAVEMENT MILL & OVERLAY

The building code requires surface slopes within the accessible parking stalls and access aisles to be minimized with a maximum allowable slope of two percent (2%), in any direction.

The architectural plans show a 2% maximum slope requirement but did not specify any asphalt remediation work needed during the design/bidding of the project. The topographical survey completed under the direction of the architectural consultant show surface slopes under 2% at existing accessible parking stalls and access aisles.

Staff field measurements show various existing surface slopes that exceed the two percent (2%) max requirement. Staff recommends milling and overlaying 2" of the asphalt pavement within the scope of work to achieve a surface slope under 2% for all parking stalls and access aisles.

This change order includes the cost of milling 2" of the existing asphalt pavement with a quantity of 1,643 square feet and placing 2" of asphalt mix (C2 PG 64-10) with an approximate 20.74 tons.

Estimate Quantity	Unit	Unit Price	Item Cost
1,643.00	SF	$ 4.00	$ 6,572.00
20.74	TON	$ 597.00	$ 12,383.57
		Total	$ 18,955.57

The estimated total quantity required for this work is shown in the attached exhibit, approximately **3,643 square feet of milling and 44.5 tons of asphalt.** However, the quantities presented in this change order are amounts that exceeded the approved project contingency and need a contract amendment for additional funding.

The total of this Change Order is not to exceed..... $18,955.57

This Change Order is not valid until signed by the City of Carson

The original Contract Amount was..... $262,127.80
Net change by previously authorized Change Orders $26,212.78
The Contract Amount will be increased by this Change Order
in the maximum amount of $18,955.57
The new Contract Amount including this Change Order will be $307,296.15
The Contract time is .....60 Working Days
The Contract time will be increased by.....0 Working Days
The Contract time therefore is ..... 60 Working Days

THIS CHANGE ORDER CONSTITUTES FULL, FINAL, AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE ABOVE REFERENCED CHANGES IN THE WORK, INCLUDING ANY IMPACT ON THE REFERENCED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE ABOVE-REFERENCED CHANGES. WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THE CHANGE PROPOSED AND HEREBY AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL ACCEPT AS FULL PAYMENT THEREFORE THE PRICE SHOWN ABOVE.

Jamal Deaifi
Contractor - President
AUTHORIZED CONTRACTOR'S REPRESENTATIVE

12/18/24
Date

SUBMITTED BY: _____ 1/15/2025
Victor Lopez, P.E. Date
Associate Civil Engineer

RECOMMENDED BY: _____ 2/11/2025
Gilbert M. Marquez, P.E. Date
City Engineer

APPROVED BY: _____ 2/11/25
Arlington Rodgers Date
Director of Public Works

THE FOLLOWING PAGES ONLY INCLUDE CHANGE ORDER ATTACHMENTS

Estimate (3,643 SF) - Mill & Overlay

4' Taper beyond edge/back/sides of parking stalls to match existing

Surface slopes within the accessible parking stalls and access aisles shall be minimized with a maximum allowable slope of two percent (2%), in any direction per original drawings.

Recommendation to stay close to 1.5% to avoid exceed 2% requirement.

Protect/cover charging stations at all times.

ESTIMATE

Change Order #2 quantities are for: 1,313.58 square feet of milling and 16.2 tons of asphalt.

	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
17	Cold Milling: 2" thickness (Includes 4'-0" taper all sides of parking stall)	3,643	SF	$4.00	~~$14,596.00~~ $14,572.00
18	Asphalt Rubber Hot Mix (ARHM) 2.0" Finish Course (ARHM GG-C , Class ½", PG 64-16)	44.5	TON	$597.00	$26,566.5

ITEM NO. 17: COLD MILL AC 2"

This Bid Items shall include the uniform cold milling of existing AC at a depth of approx. 2" within the roadway and shall be performed in accordance with Subsection 302-5.2, "Cold Milling Asphalt Concrete" of the Standard Specifications.

Also, asphalt removal by cold milling and hauling away to recycling facilities is included in this bid item and shall include removal of existing materials to grade. The Contractor shall implement whatever measures are practical during removal operations to maintain the existing sub-grade integrity. Any sub-grade disturbed or removed due to the Contractor not using the extra care outlined for his convenience, shall be graded and compacted to a Min. 95% relative compaction, to the required elevations at no cost to the City.

Surface slopes within the accessible parking stalls and access aisles shall be minimized with a maximum allowable slope of two percent (2.00%), in any direction. This item includes a 4'-0 taper at all sides of parking stall to achieve a transition between the future 2% max parking stall to the existing surface. Contractor to verify that 2.00% max slope will be achieved prior to starting work.

Contractor to field verify that proposed work will follow the existing parking lot surface drainage path prior to removal and throughout project. Contractor to field verify that two percent max slope at accessible parking stalls and access aisles will be achieved prior to starting work. Contractor to adjust the depth and extent of cold milling to achieve proper drainage and the maximum two percent slope at accessible parking stalls and access aisles.

Payment for these items is at the price bid per Square Foot (S.F.) and shall be considered as full compensation for performing all work as specified herein and no additional compensation will be allowed, therefore. Any area that exceeds 2.00% max slope will need to be redone at contractor's cost.

ITEM NO. 18: ASPHALT RUBBER HOT MIX (ARHM) FINISH COURSE

This item consists of supplying and placing asphalt concrete pavement in accordance with the provisions of Section 302-5, "Asphalt Concrete Pavement" of the Standard Specifications except as modified and supplemented below:

Asphalt concrete construction shall conform to Section 200, 203, 302 and 400 of the Standard Specifications, Section 92 of the Caltrans Standard Specifications and these Special Provisions.

Surface slopes within the accessible parking stalls and access aisles shall be minimized with a maximum allowable slope of two percent (2.00%), in any direction.

Contractor to field verify that proposed work will follow the existing parking lot surface drainage path prior to removal and throughout project. Contractor to field verify that two percent max slope at accessible parking stalls and access aisles will be achieved prior to starting work. Contractor to adjust the depth and extent of cold milling to achieve proper drainage and the maximum two percent slope at accessible parking stalls and access aisles.

Tack coat is required, and the cost thereof shall be included in the bid price paid per ton for asphalt concrete. Contractor to submit tack coat product/submittal and should be approved by City. Contractor to submit ARHM GG-C submittal for city approval.

The required AC mix designs shall be as follows:

ARHM GG-C	**Class (1/2")**	**PG 64-16**

Section 302-5.5 entitled "Distribution and Spreading" of the Standard Specifications shall be modified as follows:

The Contractor shall construct temporary asphalt concrete ramping with a slope of 1:1 at the edge of open excavation if all of the following occur:

1. Clearance between travel lane and open excavation is less than five (5) feet,
2. Excavation depth is six (6) inches or deeper, and
3. If open excavation will last for more than 48 hours,

Payment for the construction and removal of temporary asphalt concrete shall be included in other items of work involved and no additional compensation will be allowed therefore.

The cracks shall be blown clean to expose the depth of the crack as much as possible. Cracks that are ¼-inch and larger shall then be routed with power router equipment. In areas that are severely

alligatored, whereby routing would cause further damage to the surrounding pavement, causing chunks or pieces of asphalt to come apart shall not be further routed; in those areas air blowing is sufficient. All cracks that have been routed or air-blown for exposure of a ¼-inch width then are nozzle-filled with an emulsified asphalt and sand. Emulsified asphalt and sand shall conform to Subsection 203-3 and 302-2.4. The sand admixture screening shall be medium time.

A tack coat shall be applied to all surfaces that will be in contact with the asphalt surfacing. The tack coat shall consist of SS-1H emulsified asphalt at an approximate rate of .05 to .10 gallons per square yard shall be uniformly applied upon the existing pavement preceding the placement of the asphalt concrete. It shall be furnished and applied in accordance with the requirements of Section 203-3 and 302-5 of the SSPWC. The exact rate of application will be determined by the City Engineer. The tack coat shall be applied only so far in advance of paving or surfacing as ordered by the Engineer.

All petroleum, gas, water and other underground utility covers, valve cans and lids, within the areas to be paved shall be adjusted to grade in accordance with the requirements of their respective owners. Reference the bid item 11 for adjustment to grade of petroleum, gas, water and other underground utility covers, valve cans and lids. The Contractor shall clean the interiors of all debris. It is the Contractor's responsibility to verify the number and location of these structures and to notify the owners thereof prior to doing this work.

The contractor shall have a minimum of three operational rollers including two vibratory rollers on the job site. The vibratory roller shall be used during the breakdown rolling operation. The rollers shall conform to the requirements of the SSPWC. Relative compaction shall be subject to testing by a certified testing laboratory by the City of Carson. The contractor shall be subject to a financial penalty should the compaction requirements fail to be met.

Upon completion, the pavement shall be true to grade and cross section. When a ten-foot (3m) straight-edge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straight-edge more than 1/8 inch (3mm), except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. However, if the paving material has been cooled below the lower limits of the spreading temperatures prescribed in Subsection 302-5.5, "Distribution and Spreading", the surface of the pavement shall be brought to a true grade and cross section by removing the pavement material in the areas to be repaired, by an approved method, to provide a minimum laying depth of one-inch (25mm) of new pavement material at the joint line. Repairs shall not be made to pavement surfaces by feather-edging at joints.

Work determined by the Engineer to conform to the requirements specified herein will be paid for at the contract price per ton for Asphalt Concrete subject to a compensation adjustment based on the relative compaction result from each lot tested in accordance with the following table:

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
95.0	1.000	93.4	0.938

Relative Compaction (Percent)	Reduced Compensation Factor	Relative Compaction (Percent)	Reduced Compensation Factor
94.9	0.998	93.3	0.932
94.8	0.996	93.2	0.925
94.7	0.994	93.1	0.918
94.6	0.991	93.0	0.910
94.5	0.988	92.9	0.902
94.4	0.985	92.8	0.892
94.3	0.982	92.7	0.882
94.2	0.978	92.6	0.871
94.1	0.974	92.5	0.858
94.0	0.970	92.4	0.843
93.9	0.966	92.3	0.825
93.8	0.961	92.2	0.804
93.7	0.956	92.1	0.775
93.6	0.950	92.0	0.700
93.5	0.944		

Lot sizes are as described in California Test Method 375. Asphalt in a lot that is accepted on the basis of reduced payment will be paid for at the contract price paid for Asphalt Concrete multiplied by the above factors if the lots are within the range of the above table. Should the lot test indicate a relative compaction value of 91.9% or less, the lot shall be removed and replaced at Contractor's sole expense.

A lot will generally be considered the area of asphalt concrete placement performed in one continuous operation in a given day unless otherwise approved by the Engineer. A lot shall consist of approved paving material from only one asphalt concrete production plant. Should asphalt concrete from more than one source (or plant) be used in any single paving operation, the highest reference maximum density shall be used for determination of Relative Compaction; More than one paving operation (one for each source of material) may be performed if equipped as a separate operation and is approved by the Engineer.

Payment for unclassified excavation required for Sawcutting, excavating, removing, hauling, disposing of existing Asphalt Concrete (AC), Portland Cement Concrete (PCC), any other Pavement Surface(s), and base/cement treated base and subgrade materials shall be considered as included in the bid price paid under various bid items and no additional compensation will be allowed, therefore.

Payment for this item at the price bid per unit TON shall be considered full compensation for performing all work as specified herein and no additional compensations shall be allowed therefore.

EXHIBIT A-1

CHANGE ORDER

PROJECT TITLE: Event Center EV Charging Stations

TO CONTRACTOR:

PROJECT NO: 1730

CHANGE ORDER NO: 04

DATE: 12/18/2024

Type of Change Order:

___ Increase / Decrease in Contract Quantities

X Agreed Lump Sum / Unit Prices

___ Time Extension

____ Change in Contract Unit Prices

____ Time and Materials (Estimated) (Notice to Proceed with Not To Exceed Estimated Amount)

____ Time and Materials (Final Price and Time)

Change Requested by: City (see items below)

You are hereby directed to make the herein described changes from the plans and specifications or do the following described work not included in the plans and specifications on this contract.

Description of work to be done, estimate of quantities, and prices to be paid: Segregate between additional work at current or revised contract unit prices, agreed lump sum price, and time & materials. Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. All conditions of section 09 91 13 of exterior painting apply to this work.

1. PAINT RAMP HANDRAILS

The architectural plans show two new accessible ramps with tube steel handrails on each side. Details 2 and 8 on sheet A004 show the handrail details but do not call out for any paint. This change order includes the cost of painting the handrails at the new accessible ramps. Contractor to propose paint type and must be approved by the City staff and Designer prior to mobilizing. Contractor to color match paint with existing handrails on city property as directed by City staff.

The total of this Change Order is not to exceed..... $2,608.68

This Change Order is not valid until signed by the City of Carson

The original Contract Amount was..... $262,127.80

Net change by previously authorized Change Orders $45,168.35
The Contract Amount will be increased by this Change Order
in the maximum amount of $2,608.68
The new Contract Amount including this Change Order will be $309,904.83
The Contract time is ..... 60 Working Days
The Contract time will be increased by ..... 0 Working Days
The Contract time therefore is ..... 60 Working Days

THIS CHANGE ORDER CONSTITUTES FULL, FINAL, AND COMPLETE COMPENSATION TO THE CONTRACTOR FOR ALL COSTS, EXPENSES, OVERHEAD, PROFIT, AND ANY DAMAGES OF EVERY KIND THAT THE CONTRACTOR MAY INCUR IN CONNECTION WITH THE ABOVE REFERENCED CHANGES IN THE WORK, INCLUDING ANY IMPACT ON THE REFERENCED WORK OR ON ANY OTHER WORK UNDER THE CONTRACT, ANY CHANGES IN THE SEQUENCES OF ANY WORK, ANY DELAY TO ANY WORK, ANY DISRUPTION OF ANY WORK, ANY RESCHEDULING OF ANY WORK, AND ANY OTHER EFFECT ON ANY OF THE WORK UNDER THIS CONTRACT. BY THE EXECUTION OF THIS CHANGE ORDER, THE CONTRACTOR ACCEPTS THE CONTRACT PRICE CHANGE AND THE CONTRACT COMPLETION DATE CHANGE, IF ANY, AND EXPRESSLY WAIVES ANY CLAIMS FOR ANY ADDITIONAL COMPENSATION, DAMAGES OR TIME EXTENSIONS, IN CONNECTION WITH THE ABOVE-REFERENCED CHANGES. WE, THE UNDERSIGNED CONTRACTOR, HAVE GIVEN CAREFUL CONSIDERATION TO THE CHANGE PROPOSED AND HEREBY AGREE, IF THIS PROPOSAL IS APPROVED, THAT WE WILL ACCEPT AS FULL PAYMENT THEREFORE THE PRICE SHOWN ABOVE.

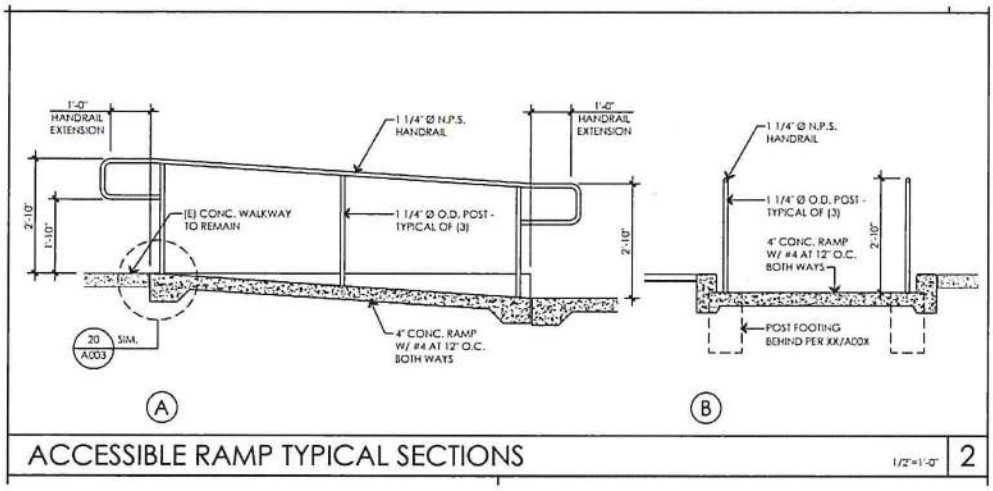
Jamal Deaifi — 12/18/24
Contractor - President — Date
AUTHORIZED CONTRACTOR'S REPRESENTATIVE

SUBMITTED BY: — 1/15/2025
Victor Lopez, P.E. — Date
Associate Civil Engineer

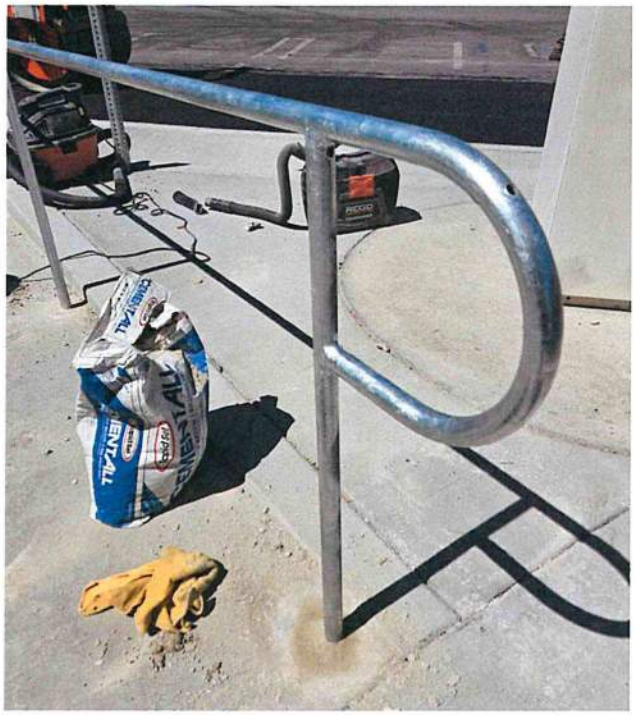
RECOMMENDED BY: — 2/11/2025
Gilbert M. Marquez, P.E. — Date
City Engineer

APPROVED BY: — 2/10/25
Arlington Rodgers — Date
Director of Public Works

THE FOLLOWING PAGES ONLY INCLUDE CHANGE ORDER ATTACHMENTS



ACCESSIBLE RAMP TYPICAL SECTIONS 1/2"=1'-0" | 2



Cost Break Down

C.C.O NO _____ REPORT NO. _____
DATE PREFORMED
DATE OF REPORT
PAGS

PROJECT: City of Carson Event Center EV Charging Stations
WORK PERFORMED BY: Alfaro Communications Construction
DESCRIPTION OF WORK: Paint Handrail

EQUIP. CODE	EQUIPMENT	CODE	HOURLY RATE	HOURS	EQUIP. NO	EXTENDED AMOUNT	G.R NO.
T&TT	Utility Truck	12-20	$54.71	8	1	$ 437.68	
T&TT	Utility Truck GMC	28-36	$63.46			$ -	
TRACS	Bobcat	A	$27.23			$ -	
HAMMR	Breaker	`0100	$38.13			$ -	
APMP	Water Tank	030-050	$18.44			$ -	
FLAS	Arrow Board	TM	$ 3.48			$ -	
COMHG	Compactor	0-250	$ 8.26			$ -	
ROTAM	Roller	1635	$90.17			$ -	
TRUN	Dump truck	5AXL	$85.28			$ -	
VACC	Vacuum	-	125.00				
AIRCP	Compressor	025-045	$36.28			$ -	
ABOP	Concrete Saw	10-20	$ 5.91			$ -	
TRAIL	Bobcat trailer low Bed A	100.00	$15.67			$ -	
TRACS	Mini-Ex	A	$41.87			$ -	
HCECL	Crane	4280.00	$81.34			$ -	
						$ 437.68	

MATERIAL AND / OR WORK DONE BY SPECIALIST

DESCRIPTION	NO. UNIT	UNIT COST	
paint	1	$ 350.00	$ 350.00
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		Total	
		SUBTOTAL	$ 350.00

LABOR	HOURS	HOURLY RATE	EXTENDED AMOUNTS
Labor (2)	REG. 16	$ 88.69	$ 1,419.04
	O.T		$ -
	REG.		$ -
	O.T		$ -
	REG.		$ -
	O.T		$ -
	REG.		$ -
	O.T		$ -
	REG.		$ -
	O.T		$ -
	REG.		$ -
	O.T		$ -
	REG.		$ -
	O.T		$ -
	REG.		$ -
	O.T		$ -
	REG.		$ -
		SUB-TOTAL	$ 1,419.04

LABOR SURCHARGE - (Per Caltrans Labor Surcharge & Equip Rental Rates) $ -
SUBSISTENCE _____ NO. _____ + $
TRAVEL EXPENSE _____ NO. _____ + $
OTHER

TOTAL COST OF LABOR	A	$ 1,419.04
TOTAL COST OF EQUIPMENT, MATERIAL & WORK	B	$ 787.68
+ 20% **MARK UP ON LABOR COST (Per Caltrans Labor Surcharge & Equip Rental Rates)**	(A)	$ 283.81
+ 15% **MARKUP ON EQUIPMENT , MATERIAL, AND WORK COST**	(B)	$ 118.15
+ 10% **EXCESS OVER $5,000; CONTRACTORS MARKUP ON SUBCONTRACTOR**	(E)	
	TOTAL	$ 2,608.68

_____
CONTRACTOR REPRESENTATIVE

☐ **ACCEPTED FOR RECEIPT ONLY**

☐ **APPROVED FOR PAYMENT**

PW 1730 EVENT CENTER EV CHARGING STATIONS

(EXHIBIT No. 2)

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 31.

To: Honorable Mayor and City Council

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

Subject: CONSIDERATION OF RESOLUTION NO. 25-033 APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F024 REV. 1 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE CONSTRUCTION PHASE OF PROJECT 1649 [FEDERAL NO. HSIPL-5403(030)] AND RESOLUTION NO. 25-039, A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS FOR TRAFFIC SIGNAL AND INTERSECTION UPGRADES (CITY COUNCIL)

I. SUMMARY

The City of Carson was awarded a Highway Safety Improvement Program (HSIP) grant fund for traffic signal intersection upgrades and has been authorized to proceed with the construction phase for Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 223rd St., and Figueroa St. at Torrance Blvd. This project is partially funded by the HSIP grant. According to the Federal Highway Administration (FHWA) and the California Department of Transportation (Caltrans), adoption of a resolution (Exhibit No. 2) by the City Council approving and authorizing the execution of the Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403F15 between the State and the City is required (Exhibit No. 1).

Staff is requesting City Council approval of Program Supplement Agreement No. F024 Rev. 1 which obligates up to $1,522,350.00 in reimbursable federal funds for the construction phase of this project, and it requires a local city match of $1,808,233.00. Staff is also requesting approval of Resolution No. 25-039 increasing the project budget (Exhibit No. 3).

II. RECOMMENDATION

TAKE the following actions:

1. ADOPT Resolution No. 25-033, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F024 REV NO.1 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE CONSTRUCTION PHASE OF PROJECT NO. 1649 [FEDERAL NO. HSIPL-5403(030)].”
2. ADOPT Resolution 25-039, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET IN THE GENERAL FUND AND SPECIAL REVENUE FUNDS" to add reimbursable grant funds to project PW1649.
3. AUTHORIZE the Mayor to execute Program Supplement Agreement No. F024 Rev. No. 1 to the Administering Agency-State Master Agreement No. 07-5403F15 following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT ADOPT the Resolutions. However, if the City does not execute the Program Supplement Agreement, it would not be eligible to receive federal funds for this project. No invoices for reimbursement can be submitted to Caltrans until the Program Supplement Agreement is fully executed.
2. TAKE another action the City Council deems appropriate consistent with the requirements of the law.

IV. BACKGROUND

Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 223rd St., and Figueroa St. at Torrance Blvd. will provide modified traffic signals at these locations, providing safety improvements for road users which include new signal heads, ADA ramps, service upgrades, LED safety lighting, bike detections, audible pedestrian signals, signal poles, signal mast arms, signal cabinets, raised medians, signing, striping, and left-turn phasing.

Carson administers federally funded projects under the auspices of the current Administering Agency-State Master Agreement between the City of Carson and the State of California. An updated version of this agreement (Master Agreement No. 07-5403F15) was approved by the City Council on March 21, 2017.

In order to be eligible for reimbursement, each individual project that is federally funded must have a Program Supplement Agreement that is executed by adopting a resolution. The resolution under consideration would obligate the expenditure of up to $1,522,350.00 for the construction phase of Project No. 1649: Traffic Signal Intersection Upgrades, which would be reimbursed through the HSIP grant. In addition, the City is required to appropriate funding for the local match requirement of $1,808,233.00. These combined funding sources are essential for advancing the project, with the local match ensuring that the city meets its financial responsibilities as outlined in the agreement.

Staff is requesting City Council approval of Program Supplement Agreement No. F024 Rev. 1 which obligates up to $1,522,350.00 in reimbursable federal funds for the construction phase of this project, and it requires a local city match of $1,808,233.00. Staff is also requesting approval of Resolution No. 25-039 increasing the project budget.

V. FISCAL IMPACT

The Program Supplemental Agreement under consideration will provide the opportunity for the City to be reimbursed for an amount no-to-exceed $1,522,350.00 from the HSIP grant for the construction of PW1649 – Traffic Signal Upgrades, and is required to appropriate funding for the reimbursement of work under the agreement.

The required $1,808,233.00 local match is available within the FY 24/25 budget in the Development Impact Fee (DIF) fund with $750,000 from DIF MBK (restricted) and $1,058,233 from DIF Traffic (4941) respectively. Funds in the amount of $1,485,883 are already available in expenditure account 289-80-820-904-8023 and will be allocated to project PW1649. An additional $322,350.00 was also budgeted for PW1649 within account 289-80-820-904-8009. These funds will be moved to account 289-80-820-904-8023 per Resolution 25-039.

During the design and PE phase of project PW1649, an HSIP reimbursable grant was awarded to the City in the amount of $198,450. Due to unexpected delays, the design phase was not complete by the original grant term expiration. Staff ultimately, amended the design-PE phase grant agreement to extend the term expiration, however in between the original expiration and new expiration date, expenses in the amount of $15,383.13 were incurred and ineligible for grant reimbursement. If Resolution 25-039 is approved by Council, the $15,383.13 will be added to the Project budget utilizing CIP Professional services funds.

If the proposed Program Supplement Agreement is approved by Council, the grant funds and local city match will be allocated to the project expenditure accounts as follows:

- 220-80-820-904-8023-PW1649 $1,522,350.00
- 289-80-820-904-8023-PW1649 $1,808,233.00

- 101-99-999-904-8023-PW1649 $15,383.13

VI. EXHIBITS

1. Program Supplement Agreement No. F024 Rev. 1
2. Resolution No. 25-033
3. Resolution No. 25-039

Prepared by: Gilbert M. Marquez, P.E., City Engineer; John C. Merrill, P.E., T.E.; Traffic Engineer, and Ian Holst, P.E., Associate Civil Engineer

Attachments

PSA No. F024 Rev. 1

Resolution 25-033.pdf

Resolution No. 25-039 PW1649 Traffic Signal Update Grant Budget Increase.pdf

PROGRAM SUPPLEMENT NO. F024 Rev. 1
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 07-5403F15

Adv. Project ID
0720000261

Date: February 25, 2025
Location: 07-LA-0-CRSN
Project Number: HSIPL-5403(030)
E.A. Number:
Locode: 5403

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 09/21/2017 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. approved by the Administering Agency on (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 obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION: Avalon Blve, Main St. and Figueroa St.

TYPE OF WORK: Intersection Upgrades

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	YS70 ZS30	$1,522,350.00 $198,540.00	LOCAL		OTHER
$3,529,123.00			$1,808,233.00		$0.00

CITY OF CARSON

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Management Oversight
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Mekbib Woldegebriel **Date** 02/26/2025 $1,720,890.00

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of 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 invoices for the construction phase. Attention is directed to Section 15.6 "Award Package" of the Local Assistance Procedures Manual.

E. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

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 Local Assistance Procedures Manual.

SPECIAL COVENANTS OR REMARKS

F. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

G. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

H. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

SPECIAL COVENANTS OR REMARKS

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

   B. Invoices shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

   C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

   D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

   E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

   F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

SPECIAL COVENANTS OR REMARKS

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. 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., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system

SPECIAL COVENANTS OR REMARKS

of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. Appendix E of the Title VI Assurances (US DOT Order 1050.2A)

During the performance of this agreement, the ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractor, (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
C. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), (prohibits discrimination on the basis of sex);
D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as

SPECIAL COVENANTS OR REMARKS

amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or
activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
H. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

RESOLUTION NO. 25-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F024 REV. 1 TO THE ADMINISTERING AGENCY-STATE MASTER AGREEMENT NO. 07-5403F15 FOR FEDERAL-AID PROJECTS FOR THE CONSTRUCTION PHASE OF PROJECT NO. 1649 [FEDERAL NO. HSIPL-5403(030)]

WHEREAS, Caltrans and the City of Carson are required by the Federal Highway Administration to execute a Program Supplement Agreement to the Administering Agency-State Master Agreement No. 07-5403F15 for Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 223rd St., and Figueroa St. at Torrance Blvd.

WHEREAS, Program Supplement Agreement No. F024 Rev. 1 to Administering Agency-State Master Agreement No. 07-5403F15 will permit the City to be reimbursed as specified in the agreement with federal funds for the construction phase of Project No. 1649: Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 223rd St., and Figueroa St. at Torrance Blvd.

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

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

Section 2. Approval of Funding Agreement. The City Council hereby approves the Program Supplement Agreement No. F024 Rev. 1, attached hereto as Exhibit "A" and made part of 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.

PASSED, APPROVED, AND ADOPTED this 1st day of April 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EXHIBIT “A”

Program Supplement Agreement No. F024 Rev. 1

RESOLUTION NO. 25-039

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 has been awarded a Highway Safety improvement Program (HSIP) grant in the amount of $1,522,350.00 for Capital Improvement Project PW1649 - Traffic Signal Intersection Upgrades – Avalon Blvd. at Victoria St., Main St. at Sepulveda Blvd., Main St. at 223rd St., and Figueroa St. at Torrance Blvd.; and

WHEREAS, the City is required to contribute a local match of $1,808,233.00; and

WHEREAS, it is desired to increase the project expenditure account to include the grant and local match funds; and

WHEREAS, the City received a HSIP grant in the amount of $198,540.00 for the PE phase of the project and due to delays the PE grant term was extended; and

WHEREAS, some expenditures were incurred in between the original grant term expiration date and the extended term date; and

WHEREAS, it is desired to add funds to the project to cover the expenditures incurred outside the PE grant term; 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 to increase the project expenditure accounts by the HSIP grant funds

Account	Description	Increase/(Decrease)
220-80-820-904-8023-PW1649	CIP -Traffic Signal	$1,522,350.00

Section 2. The following amendment(s) will be made to the City's FY2024-25 budget to increase the project expenditure accounts by the local match funds and the PE phase expenditures

Account	Description	Increase/(Decrease)
289-80-820-904-8009-PW1649	Infrastructure Roadways	($322,350.00)
289-80-820-904-8023-PW1649	CIP - Traffic Signal	$322,350.00
101-99-999-904-6004-On-Call	Professional Svcs	($15,383.13)
101-99-999-904-8023-PW1649	CIP – Traffic Signal	$15,383.13

Section 3. 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 April 1, 2025 the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 1st day of April, 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. 25-039 adopted by the City of Carson City Council at its meeting held on April 1, 2025, by the following vote:

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

_____

Dr. Khaleah K. Bradshaw, City Clerk

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

CONSENT 32.

To: Honorable Mayor and City Council

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

Subject: DEPARTMENT OF PUBLIC WORK'S RIGHT-OF-WAY, SIDEWALK AND CURB/GUTTER REPAIR AND INSPECTION PROGRAM (CITY COUNCIL)

I. SUMMARY

Staff is presenting to Council, the sidewalk and curb/gutter repair and inspection program. The program adheres to industry standards while outlining the steps and procedures the Public Works Operations & Maintenance Division staff follow when maintaining the City's sidewalks, curbs, and gutters.

II. RECOMMENDATION

RECEIVE and FILE this information

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The Public Works Operations & Maintenance Division is responsible for maintaining the public right-of-way (ROW). Included in the normal upkeep and maintenance of the ROW are the City's sidewalks, curbs, and gutters. The Sidewalk and curb/gutter repair and inspection program document lists the steps in order; and procedures for inspection, repair, and replacement of damaged sidewalks, including ADA ramps and curb and gutter – that intersect with public (City maintained) sidewalks. The Sidewalk and Curb/Gutter Repair and Inspection Program ensures compliance with local ordinances, California Streets and Highways Code Section 5610, and Americans with Disabilities Act (ADA) to enhance pedestrian safety and accessibility in the public ROW in the City of Carson.

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Sidewalk and curb/gutter repair and inspection program

Prepared by: Dr. Arlington Rodgers Jr., Director of Public Works and Kirby Jones, Operations & Maintenance Superintendent

Attachments

Exhibit 1. Sidewalk and curb/gutter repair and inspection program

CITY OF CARSON
Sidewalk and Curb/Gutter Repair and Inspection Program

I. Program Statement and Purpose

The City of Carson is committed to maintaining a safe and accessible pedestrian infrastructure by implementing a comprehensive Sidewalk Repair and Inspection Program. This program aims to ensure compliance with local ordinances, California Streets and Highways Code Section 5610, and the Americans with Disabilities Act (ADA) to enhance public safety and accessibility for all residents.

The purpose of this program is to:

1. Identify and address hazardous sidewalk conditions that pose risks to pedestrians, including those with disabilities.

2. Establish a routine inspection and repair schedule to proactively maintain the city's sidewalk network.

3. Ensure compliance with legal and regulatory requirements, including state and federal accessibility laws.

4. Mitigate liability risks for the City of Carson by addressing sidewalk defects in a timely manner.

5. Enhance neighborhood walkability and promote sustainable urban infrastructure improvements.

II. Goals of the Sidewalk Repair and Inspection Program

Public Safety and Accessibility

1. Ensure all sidewalks are free from hazardous conditions such as cracks, uplifted sections, and obstructions.

2. Ensure compliance with ADA standards and the Public Right-of-Way Accessibility Guidelines (PROWAG) to improve pedestrian access for individuals with disabilities.

3. Implement a tiered repair approach for sidewalk deviations:

    a. 1/4" - 1/2" deviation: Flag for monitoring but not scheduled for immediate repair.
    b. 1/2" - 1.5" deviation: Scheduled for grinding maintenance.
    c. 1.5" - 2" deviation: Scheduled for ramping or replacement.
    d. Over 2" deviation (non-tree related): Full replacement required.

4. Flag sidewalk sections where ramping exceeds a slope of 1:12 (8.33%) to ensure compliance with ADA requirements for accessible routes.

5. Address tree-related sidewalk damage with a multi-step approach:

    a. Root pruning when viable.
    b. Bridging sidewalk over roots where possible.
    c. Engineering modifications for tree preservation.
    d. Temporary ramping for pedestrian safety until permanent solutions are implemented.

Systematic Inspection and Reporting

1. The Right of Way Division will conduct sidewalk inspections on a rotating schedule to ensure full city coverage over time.

2. Implement a biannual sidewalk inspection process, prioritizing high-traffic areas, school zones, and public transit corridors.

3. Develop a public reporting system that allows residents to submit sidewalk hazard complaints via an online portal or hotline.

Efficient Repair and Replacement Process

1. Establish clear criteria for prioritizing sidewalk repairs, such as severity of damage and proximity to high-pedestrian areas.

2. Utilize sustainable and cost-effective repair methods, such as grinding, panel replacement, and alternative paving materials.

3. Develop a funding strategy that includes:
    a. Annual appropriations from the City Council.
    b. State and federal grant opportunities.
    c. Cost-sharing programs with adjacent property owners, in accordance with California Streets and Highways Code Section 5610.

Compliance with Legal Requirements

1. Ensure all sidewalk repairs and replacements adhere to the California Building Code, California Government Code Section 835 (liability for dangerous conditions), and CEQA (California Environmental Quality Act)regulations where applicable.

2. Implement measures to protect public and private property rights, ensuring due process for impacted property owners when sidewalk repairs involve private property access.

Community Engagement and Transparency

1. Provide **public outreach and education** about the city's sidewalk maintenance responsibilities and repair program.
2. Conduct **stakeholder meetings** to gather input from residents, business owners, and accessibility advocates.

3. Maintain a **publicly accessible online database** tracking sidewalk repair projects, timelines, and funding allocations.

III. Implementation and Enforcement

1. Inspection Process: The Right of Way Division will conduct routine assessments and respond to public complaints regarding hazardous sidewalks.

2. Repair Scheduling: Repairs will be prioritized based on safety risks, accessibility needs, and available funding.

3. Property Owner Responsibilities: In compliance with California law, adjacent property owners may be responsible for sidewalk repairs unless city programs provide alternative funding or assistance.

4. Temporary Hazard Marking: Any sidewalk deemed a displacement hazard will be barricaded or marked with fluorescent paint to warn the public until repairs are completed.

5. Funding and Resources: The city will explore state and federal grants, local tax revenue, and cost-sharing agreements to support the program.

IV. Curb and Gutter Restoration Program

Purpose and Statement

1. This program establishes procedures for the inspection, repair, and replacement of damaged curb and gutter sections to maintain safety, proper drainage, and infrastructure integrity.
2. Curb and gutters are subject to damage from tree roots and settling soil conditions, which can contribute to safety concerns and poor drainage.

Inspection and Assessment

1. Curb and gutter inspections will be conducted in conjunction with:

    a. The city's annual pavement rehabilitation projects to ensure repairs are made before resurfacing.
    b. Inspections of observed or reported damage to address safety concerns promptly.

c. A long-term maintenance schedule to ensure full city coverage over time.

Repair and Replacement Criteria

1. **Curb and gutter repair priority levels:**

    a. 1.5" or greater displacement.
    b. Drainage obstructions, contributing to standing water.
    c. Damage affecting adjacent streets or public improvements.
    d. Coordination with larger pavement rehabilitation projects.

Funding and Execution

1. Each fiscal year, the City Council allocates funds for pavement rehabilitation, including curb and gutter repairs.
2. The Public Works Superintendent will oversee implementation, using in-house staff or contracted services based on priority lists.

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 33.

To: Honorable Mayor and City Council

From: Saied Naaseh, Director of Community Development CD Administration

Subject: PUBLIC HEARING TO CONSIDER A POTENTIAL AMENDMENT TO THE CITY'S SUBDIVISION ORDINANCE (CHAPTER 2 OF ARTICLE IX OF THE CARSON MUNICIPAL CODE) TO PERMIT ADMINISTRATIVE APPROVAL OF (1) TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES AND (2) TENTATIVE PARCEL MAPS

I. SUMMARY

On March 11, 2025, the Planning Commission approved Resolution No. 25-2882 with a 8-0 vote recommending approval of this item to the City Council.

Currently, all tentative parcel maps (subdivision of land into 4 or less parcels) and tentative tract maps (subdivision of land into 5 or more parcels) are subject to Planning Commission's approval under the City's Subdivision Ordinance (Chapter 2 of Article IX of the CMC). Under the State Subdivision Map Act and the City's Subdivision Ordinance, creation of lots for condominium purposes in condominium development projects is considered a "subdivision" that is subject to the aforementioned map approval requirements despite the fact that the condominium lots are not technically separate legal parcels.

The Planning Commission's recommendation would amend the City's Subdivision Ordinance to authorize the Community Development Director, rather than the Planning Commission, to approve (1) tentative tract maps for condominium purposes, and (2) all tentative parcel maps. The proposed ordinance would help reduce the approval time for the said applications.

II. RECOMMENDATION

TAKE the following actions:

1. **OPEN** the public hearing, **TAKE** public testimony; and **CLOSE** public hearing; AND
2. **CONTINUE** the item.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The proposed ordinance would not alter design standards, density, parking or any other development standard or land use regulation. The proposed amendment proposes solely that certain subdivisions of land as specified above be considered at the administrative level, with the Community Developer Director serving as the primary decision-making authority rather than the Planning Commission. The changes to the text of the City's Subdivision Ordinance (Chapter 2 of Article IX of the Carson Municipal Code, available at https://www.codepublishing.com/CA/Carson/#!/Carson09/Carson09020000.html) that were recommended by the Planning Commission are attached as Exhibit No. 2, which is also Attachment A to Planning Commission Resolution No. 25-2882.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Planning Commission Resolution No. 25-2882
2. Attachment A to Planning Commission Resolution No. 25-2882

Attachments

Resolution 25-2882 - Planning Commission

Attachment A to Planning Commission Resolution 25-2882

CITY OF CARSON

PLANNING COMMISSION

RESOLUTION NO. 25-2882

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CARSON RECOMMENDING THAT THE CARSON CITY COUNCIL MAKE A FINDING OF APPLICABILITY OF CEQA GUIDELINES SECTION 15061(b)(3) AND APPROVE CODE AMENDMENT NO. 2025ZTA01 ALLOWING FOR ADMINISTRATIVE APPROVAL OF TENTATIVE PARCEL MAPS AND TENTATIVE TRACT MAPS FOR CONDOMINIUM PURPOSES

WHEREAS, on February 25, 2025, the Planning Commission conducted a duly noticed public hearing as required by law to consider an amendment to the Carson Subdivision Ordinance (Chapter 2 of Article IX of the Carson Municipal Code) to provide for approval of tentative parcel maps, and tentative tract maps for condominiums purposes, by the Community Development Director rather than the Planning Commission; and

WHEREAS, after opening the public hearing and receiving testimony, the Planning Commission continued the item to the next regularly scheduled Planning Commission meeting of March 11, 2025; and

WHEREAS, the Planning Commission completed the public hearing at the meeting of March 11, 2025, and having done so, now sees fit and intends to recommend that the code amendment be adopted by the City Council; and

WHEREAS, these changes are intended to increase efficiency and make the Carson Municipal Code more consistent with contemporary planning practices and standards, while maintaining the same level of decision-making discretion and authority vested in the Director as would otherwise be vested in the Planning Commission for tentative parcel maps and tentative tract maps for condominiums purposes; and

WHEREAS, all of the legal prerequisites to adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF CARSON HEREBY FINDS, DETERMINES, AND RESOLVES AS FOLLOWS:

SECTION 1. The Planning Commission finds that the foregoing recitals are true and correct, and the same are incorporated herein by reference as findings of fact based on the entire administrative record.

SECTION 2. The Planning Commission hereby further finds as follows:

A. The proposed Code Amendment is consistent with the Carson 2040 General Plan and all applicable specific plans.

B. The proposed Code Amendment is recommended because it will, among other things:

1. Improve efficiency and minimize delays in processing requests for approval of tentative parcel maps and tentative tract maps for condominium purposes. This action will in turn help expedite processing of residential development projects, including condominium developments which involve homeownership opportunities, and eliminate certain impediments to the development of affordable housing; and

2. Modernize the City's planning and land use standards and practices and bring them up to date with applicable provisions of current State law and the City's Charter.

SECTION 3. Based on its independent review of the analysis set forth in the staff report and incorporated herein by this reference as a finding of fact, and the administrative record as a whole, pursuant to CEQA Guidelines Section 15061(b)(3), the Planning Commission, in the exercise of its independent judgment, hereby recommends that the City Council find that the adoption of the proposed code amendment is exempt from review under the California Environmental Quality Act (CEQA) under the "common sense" exemption in CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the adoption of the proposed code amendment may have a significant effect on the environment. CEQA review, to the extent required for approval of tentative parcel maps and tentative tract maps for condominium purposes, will continue to be conducted in the same manner and to the same extent with the Director as the approval authority for such tentative maps rather than the Planning Commission, as the Director will be vested with the same level of discretion and decision-making authority currently vested in the Planning Commission for such actions.

SECTION 4. Based on the foregoing, the Planning Commission hereby recommends that the City Council adopt an appropriate ordinance to enact the Code Amendment (2025ZTA01) to the various provisions of the Subdivision Ordinance as shown hereto as Exhibit "A" hereto, allowing for administrative approval of tentative parcel maps and tentative tract maps for condominium purposes.

SECTION 5. The Secretary of the Planning Commission shall certify to the adoption of this Resolution and transmit a copy of this Resolution to the City Council via the City Clerk.

PASSED, APPROVED and **ADOPTED** this 11th day of March 2025.

DIANNE THOMAS
CHAIRPERSON

ATTEST:

LAURA GONZALEZ
PLANNING SECRETARY

9202.1 Advisory Agency.

The City Planning Commission is hereby designated as the Advisory Agency for tentative tract maps and parcel maps as that term is used in the Subdivision Map Act, except that where the proposed Division of Land is either (i) for creation of four or fewer parcels, or (ii) solely for a condominium project (i.e., is solely for creation of condominiums on a single parcel with no other proposed Division of Land), the Community Development Director is hereby designated as the Advisory Agency. The City Council is hereby designated as the Advisory Agency for final tract maps and parcel maps. The Community Development Director is hereby designated as the Advisory Agency for Certificates of Compliance.

9202.10 Division of Land.

For the purposes of this Chapter, the term "Division of Land" shall refer to any parcel or contiguous parcels of land, improved or unimproved, or any portion thereof, which are divided for the purpose of transfer of title, sale, lease, or financing, whether immediate or future, into two (2) or more parcels, except that the term "Division of Land" shall not refer to:

a. Land dedicated for cemetery purposes under the Health and Safety Code of the State of California.

b. The leasing or financing of apartments, offices, stores, or similar space within an apartment building, industrial building, commercial building, mobile home park, or trailer park.

c. Division by mineral, oil, or gas leases.

d. Construction of removable commercial buildings having a floor area of less than one hundred (100) square feet.

e. A minor lot adjustment between two (2) or more existing adjacent parcels, where the land taken from one (1) parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is not thereby created, provided the lot line adjustment is approved by the Director.

f. The financing or leasing of any parcel of land, or any portion thereof, in conjunction with the construction of commercial or industrial buildings on a single parcel, unless the project is not subject to review under of the City of Carson ordinances regulating design and improvement.

g. The financing or leasing of existing separate commercial or industrial buildings on a single parcel.

The term "Division of Land" shall also refer to a condominium project, as defined in California Civil Code Section ~~1350~~4125 or 6542, and a community apartment project, as defined in California Business and Professions Code Section 11004, containing two (2) or more parcels; and to the conversion of five (5) or more existing dwelling units to a stock cooperative, as defined in California Business and Professions Code Section 11003.2.

9203.16 Processing and Approval – Public Hearing.

The tentative map shall be processed and approved in accordance with the terms and provisions of the Subdivision Map Act and this Chapter. The Advisory Agency shall hold a public hearing on every application for a tentative map for which the Planning Commission is the Advisory Agency, other than minor lot line adjustments not significantly affecting the property rights of persons other than the applicant. Notice of the hearing shall be given pursuant to CMC 9173.22 (Notification of Hearing) by posting and by notice through the United States mails to the applicant, to the owners of property within seven hundred fifty (750) feet of the property to be divided, and to any person who has filed a written request therefor, and pursuant to the Subdivision Map Act.

9203.19 Effective Date and Appeal.

The decision of the ~~Planning Commission~~Advisory Agency shall become effective and final fifteen (15) days after the date of ~~its~~ action by the Planning Commission as Advisory Agency or, in the case of action by the Community Development Director as Advisory Agency for tentative tract maps and parcel maps as provided in CMC 9202.1, fifteen (15) days from the date of the written notice containing the decision in accordance with CMC 9173.32, unless an appeal is filed in accordance with CMC 9173.4. An appeal shall be considered by the Planning Commission or Council, as applicable, as provided in CMC 9173.4.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 34.

To: Honorable Mayor and City Council

From: Duane Cobb, Housing Analyst CM/Housing CMO Housing & Neighborhood

Subject: CONTINUANCE OF 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 Public Service Subrecipient Process

Each year, considerable public interest is devoted to the allocation of CDBG funds for eligible community public services. Per CDBG regulations, public service 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 are 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.

CDBG public service funds (15% cap) cannot be rolled over from one program year to the next. The 15% cap for public services is based on each program year's total CDBG allocation, plus program income received in that year. Jurisdictions must obligate and expend public service funds within the specified timeline, or they risk losing access to those funds. If public service funds are not fully utilized, they are typically reallocated to eligible CDBG activities in the following year but not added to the new 15% cap. This means unused public service funds could be reassigned to housing rehabilitation, infrastructure, or other eligible CDBG categories that do not have percentage caps (i.e. Neighborhood Pride Program).

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

Subsequent to the Council Meeting of March 18, 2025, the City of Carson reopened the application window to submit proposals for the 2025-2026 CDBG via public Notice of Funding Availability. Beginning March 19, 2025 through Wednesday April 2, 2025 all interested parties were invited to submit descriptive program proposals and a required city application. All completed proposals and applications need to be received no later than 12:00 P.M. on Wednesday, April 2, 2025.

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 (3.5.25 DRAFT).pdf
Carson Citizen Participation Plan (3.5.2025).pdf
2025-2026 CDBG Proposed Project Summary Table .pdf
2025-2026 CDBG Estimated Public Service Allocations.pdf

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

Duane Cobb
Department of Community Development, Housing Division
801 East Carson Street
Carson, CA 90745
(310) 830-7600, ext. 1319
dcobb@carsonca.gov

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 *68%*	4,690 *18%*	3,560 *14%*	179 1%
White	1,730 *72%*	400 *17%*	240 *10%*	34 *1%*
Black / African American	4,880 *67%*	1,025 *14%*	1,360 *19%*	30 *0%*
Asian	4,910 *71%*	1,225 *18%*	765 *11%*	60 *1%*
American Indian, Alaska Native	34 *100%*	0 *0%*	0 *0%*	0 *0%*
Pacific Islander	215 *67%*	55 *17%*	50 *16%*	0 *0%*
Hispanic	5,290 *64%*	1,790 *22%*	1,115 *14%*	15 *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

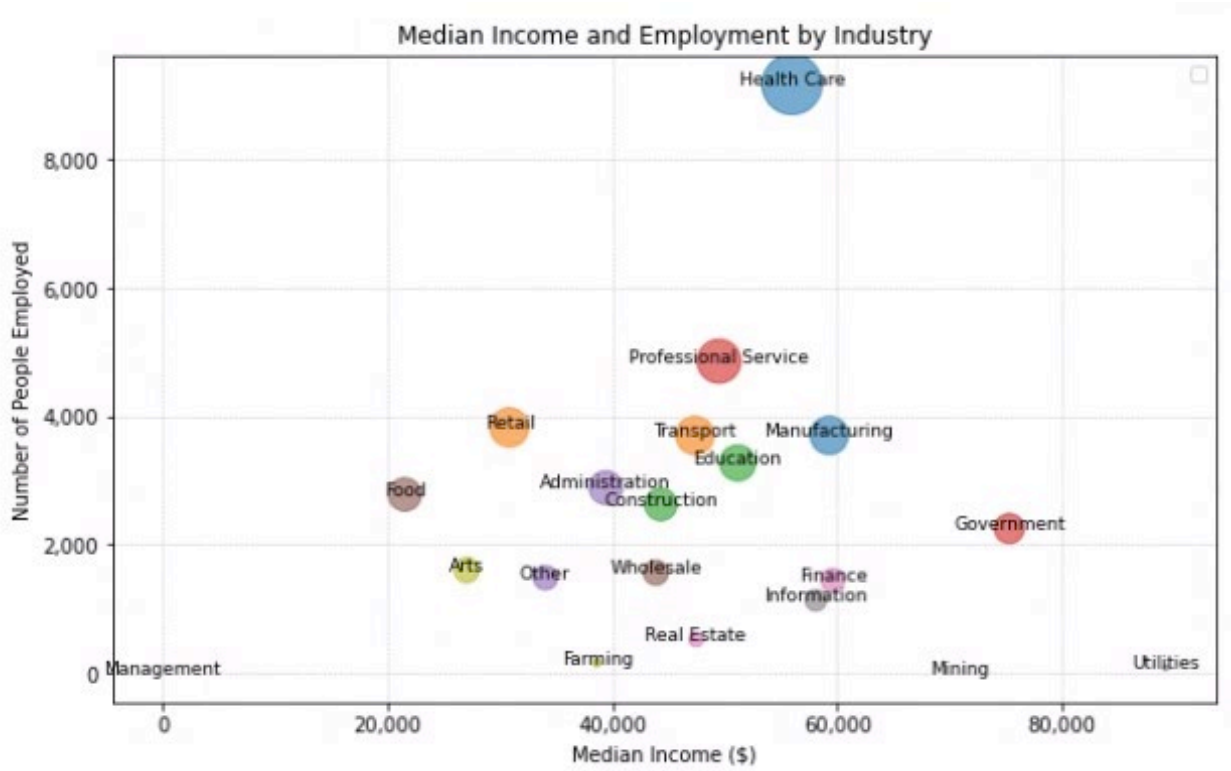
Data Source: 2018-2022 ACS [B20004]

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

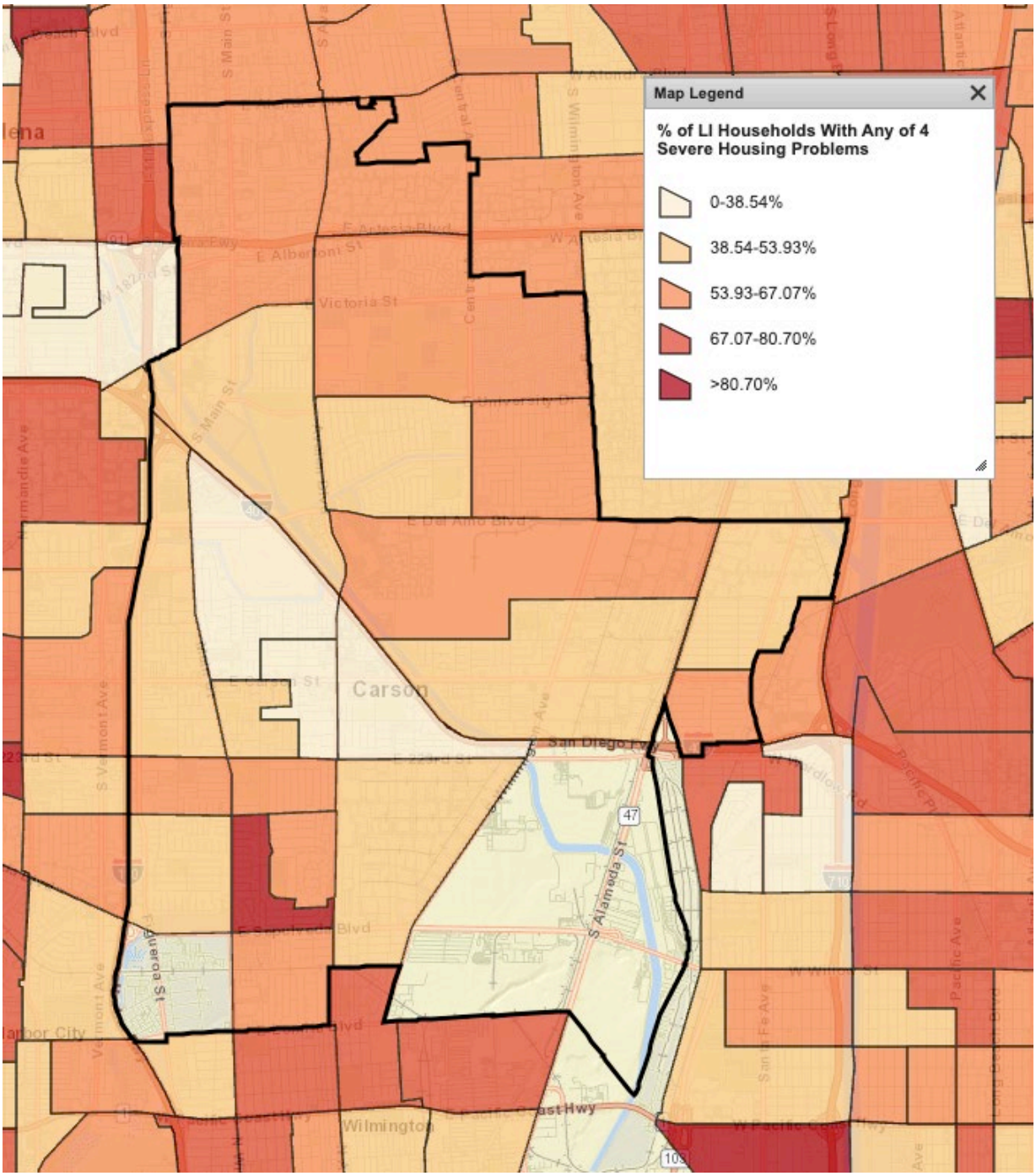
Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

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.

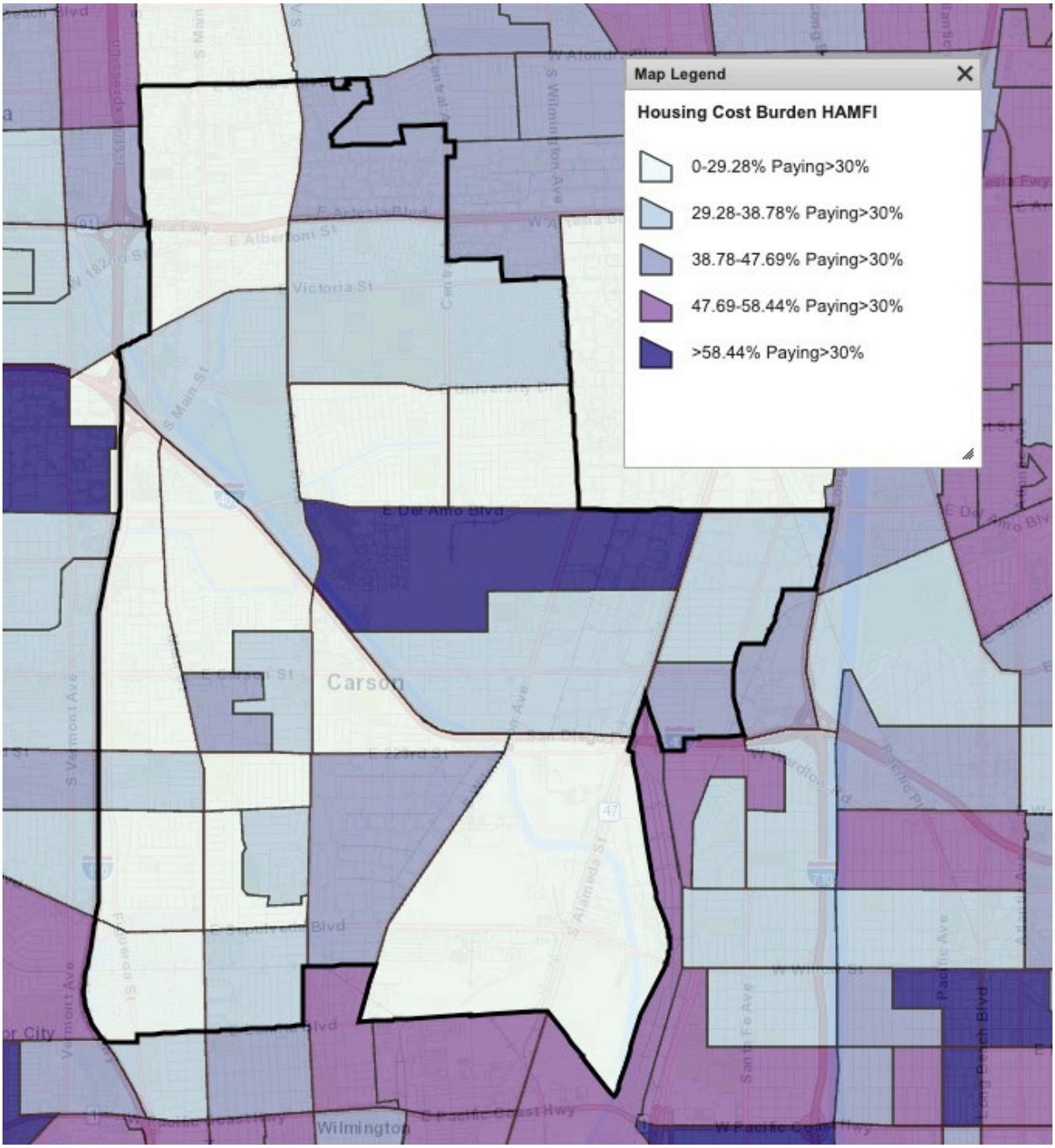
Figure MA-50.01: Percentage of Low-Income Households with Any of the Four Severe Housing Problems



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

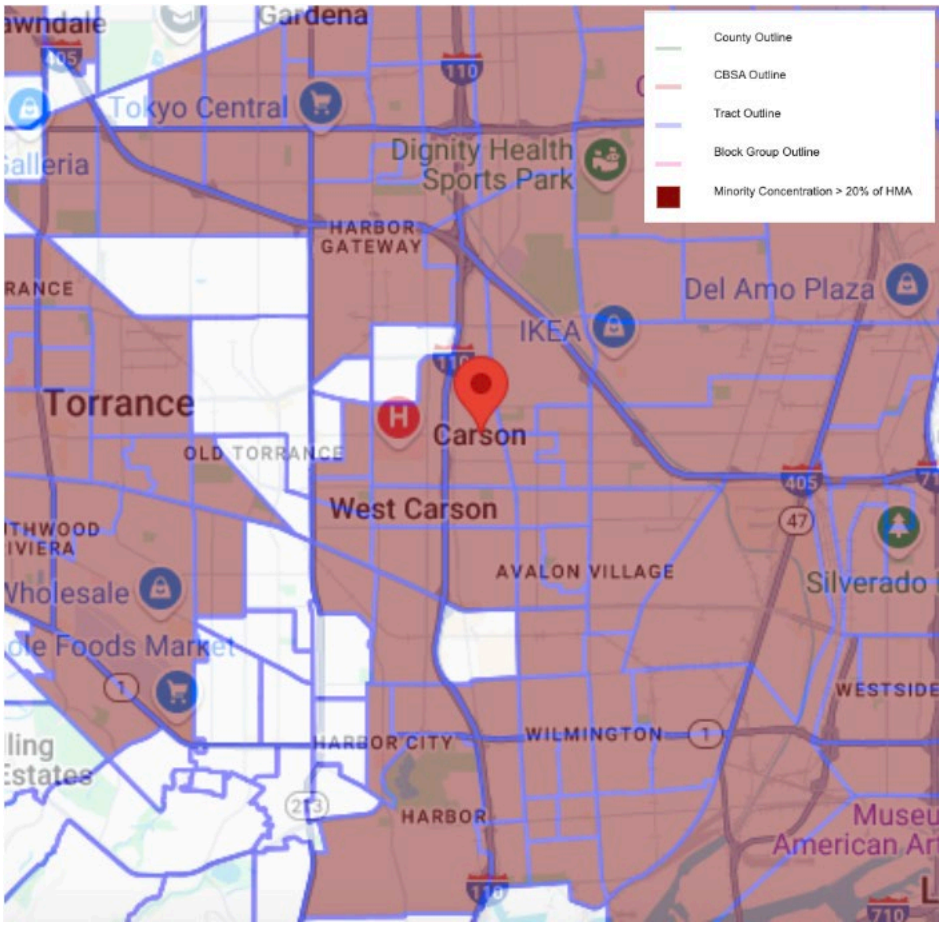


Data Source: 2023 U.S. Department of Housing and Urban Development CPD Maps

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)

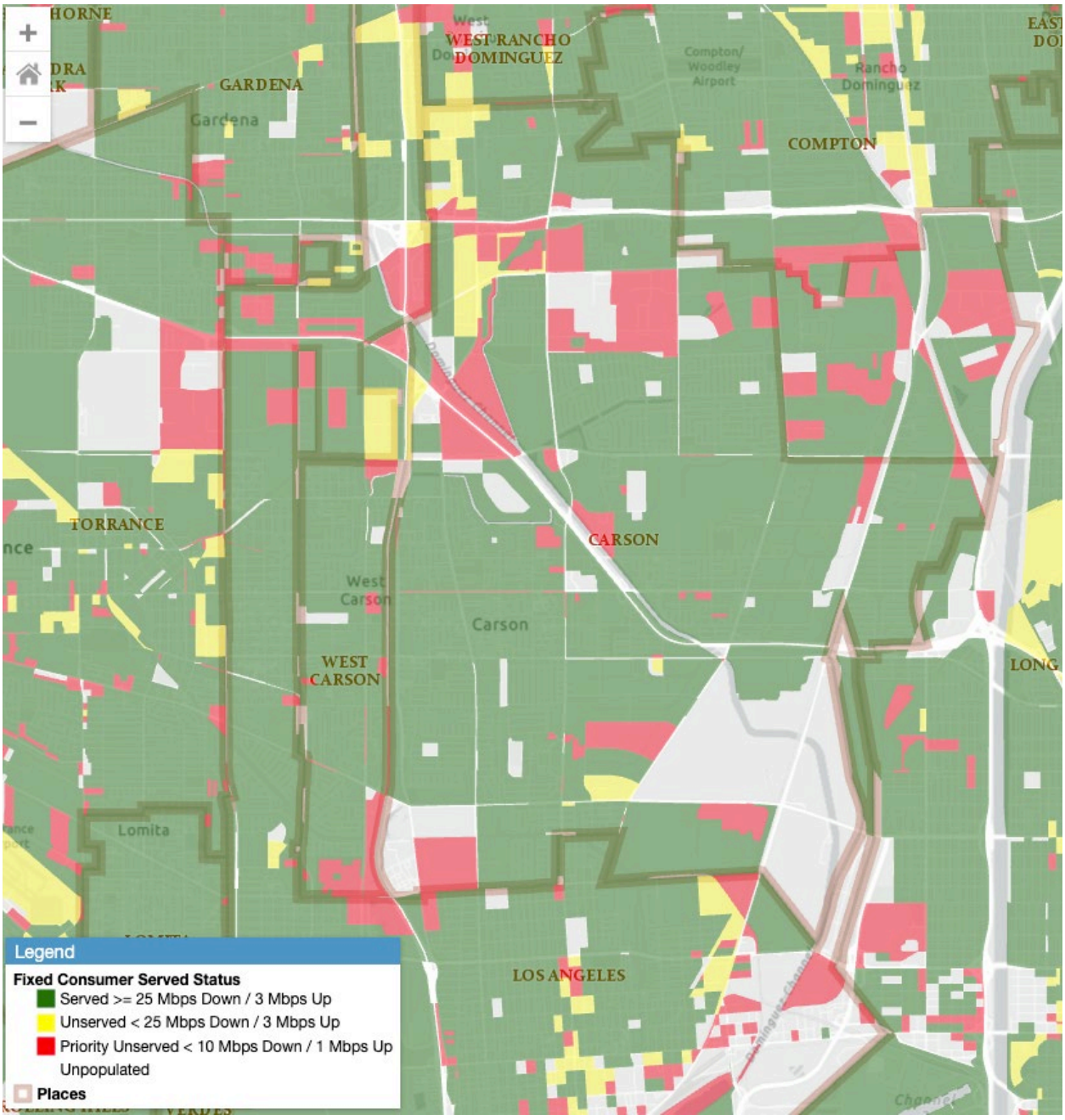
Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

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

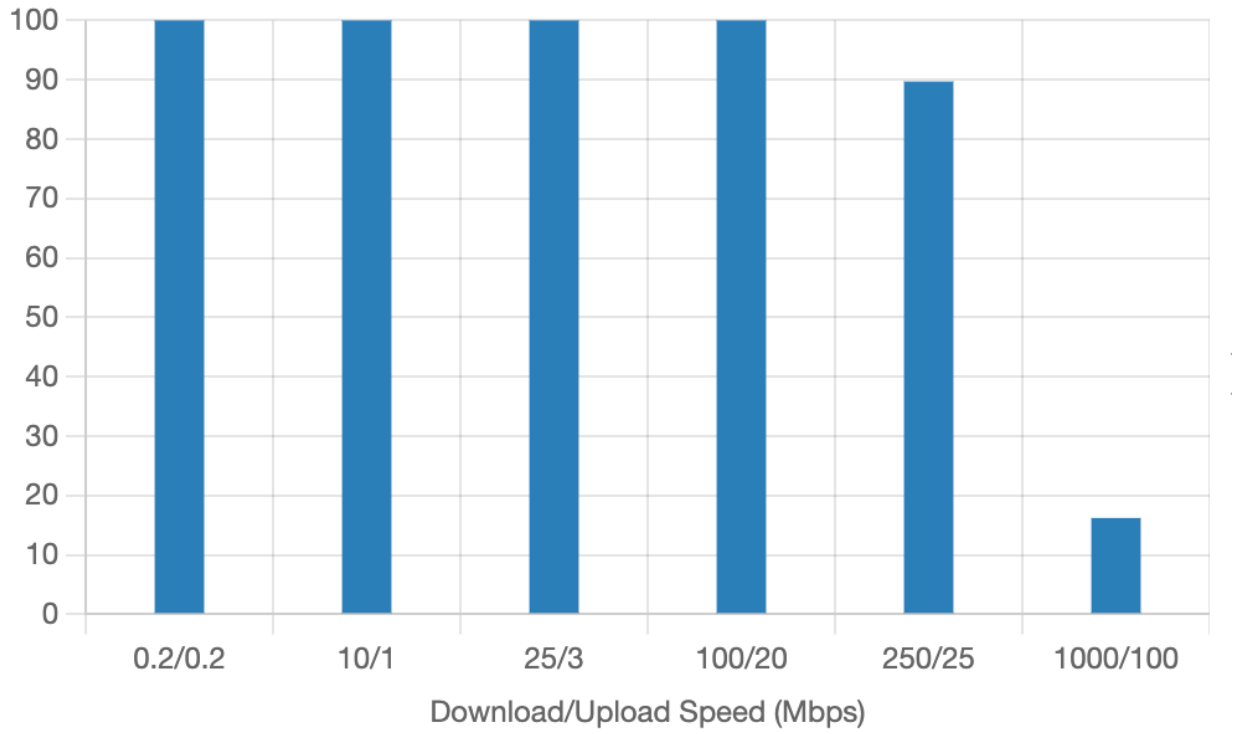


Data Source: California Interactive Broadband Map (data as of December 31, 2021)

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.

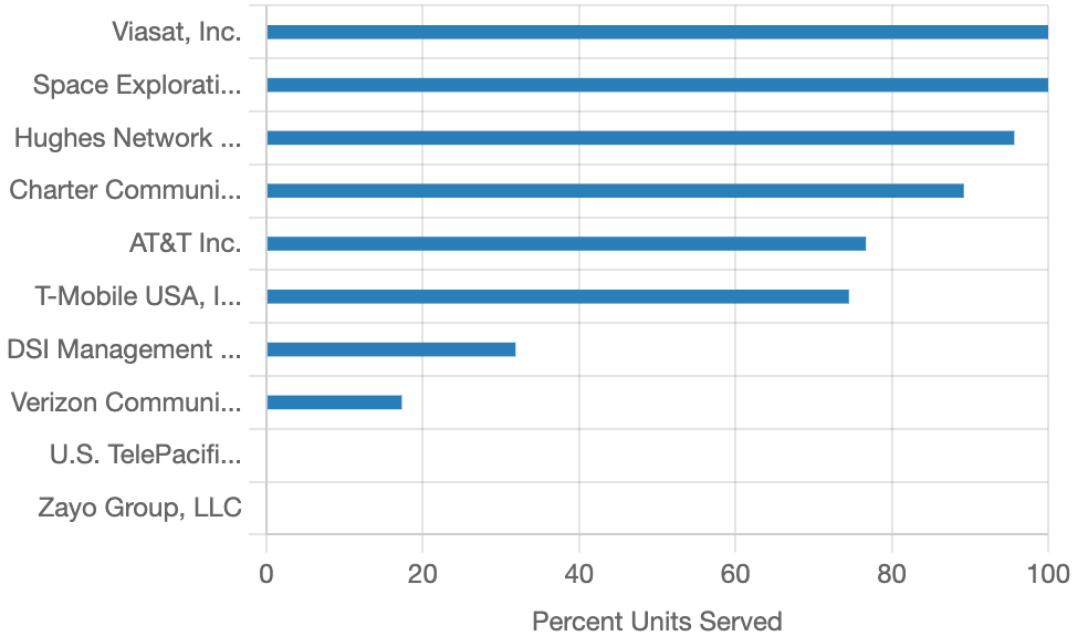
Figure MA-60.02: Units with Fixed Broadband Access in Carson



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. 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).

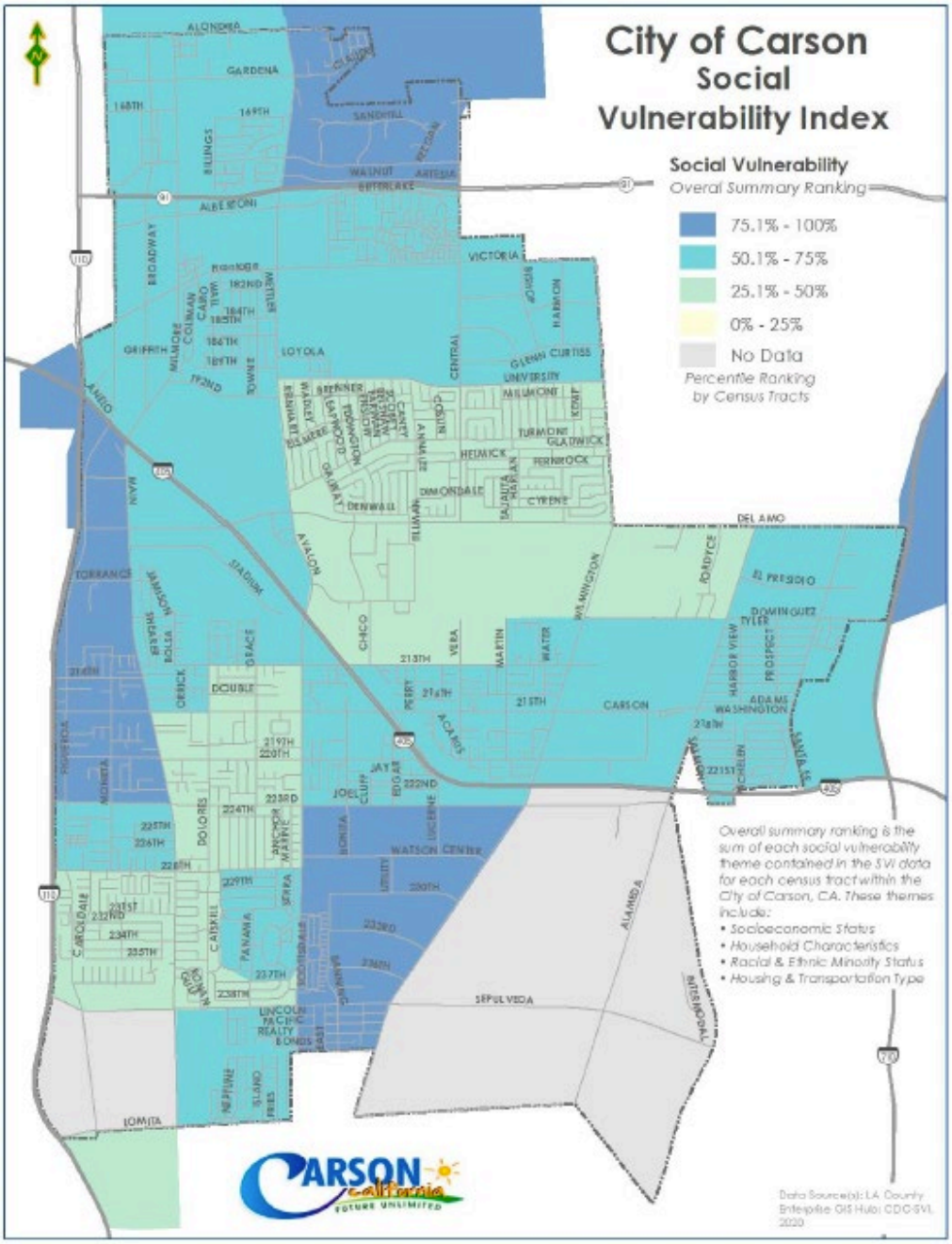
Data Source: 2024 City of Carson Hazard Mitigation Plan

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 Low-Income Moderate-Income Large Families Families with Children Elderly
Target Area	Citywide
Associated Goals	Expand Affordable Housing Options Maintain and promote neighborhood preservation 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 Low-Income Moderate-Income Large Families Families with Children Elderly Frail Elderly Persons with Mental Disabilities

	Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
Target Area	Citywide
Associated Goals	Support public services 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 Low-Income Moderate-Income Large Families Families with Children Elderly
Target Area	Citywide
Associated Goals	Expand Affordable Housing Options 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. Provide needed public services within the City of Carson using CDBG resources not to exceed the 15% annual expenditure limit. 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. Ensure that fair housing education materials are available in the Spanish language. Maintain records of activities annually. Promote annual outreach and education related to credit for prospective homebuyers. Maintain records of activities annually. 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. Provide needed public services within the City of Carson using CDBG resources not to exceed the 15% annual expenditure limit. 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 Maintain and Promote Neighborhood Preservation
	Needs Addressed	Decent affordable housing 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. The 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 Deliver Community Services
	Needs Addressed	Decent affordable housing 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 Maintain and promote neighborhood preservation Improve public facilities and infrastructure Deliver community services
	Needs Addressed	Decent affordable housing Neighborhood preservation Services for special needs and LMI households Priority public facilities and infrastructure 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 1647 E. Carson St. Carson, CA 90745 (310) 834-4898, (310) 834-3125	Iglesia Roca de Salvacion 24100 S. Avalon Blvd. Carson, CA 90745 (310) 834-6951 http://carsonrocadesalvacion.org (*Website appears to be in Spanish only)*
Mission Ebenezer Family Church Rev. Dr. Isaac Canales, Sr. Pastor 415 W. Torrance Blvd. Carson. CA 90746 (310) 329-9128 www.missionebenezer.org	Samoan Congregational Church of the City of Carson *(in another directory, this is listed as "United Samoan Congregational Church")* Rev. Taisi Alaelua, Pastor 1717 E. Carson St. Carson, CA 90745 (310) 549-0030
Samoan Congregational Community Church (*in another directory, this is listed as "Samoan Congregational Church")* Rev. Fiatupu Tavai, Pastor 324 W. Carson St. Carson, CA 90745 (310) 350-6685 http://sccsamoan.com www.scc@yahoo.com	Spanish Seventh-Day Adventist Church Rev. Javier Elenes, Pastor 21828 Dolores St. Carson, CA 90745 (310) 513-9733, (310) 549-0951 http://carsonspanish22.adventistchurchconnect.org sda_carsonspanish@yahoo.com
St. Philomena Catholic Church 21900 S. Main St. Carson, CA 90745 Father Francis Ilano, Pastor (310) 835-7161, (310) 830-5469 (fax) www.stphilomenaparish.org stphilomenasecretary@gmail.com	Zion United Methodist Korean Church 213 E. Lomita Blvd. Carson, CA 90745 Rev. Son Pom Ye, Pastor (310) 834-5504

Erasto R. Batongmalaque Foundation/Filipino Veterans Foundation Dr. Jenny Batongmalaque, Executive Director 23247 S. Main St. Carson, CA 90745 (310) 835-8365 drjennyb@earthlink.net	Sinaitenians of California 22035 S. Main St., #24 Carson, CA 90745 (310) 835-2472
Carson African American Empowerment Coalition Del Huff, President 868 E. Meadbrook St. Carson, CA 90746 (310) 639-4026	Carson Black Heritage Association Iva Voldase, President 19419 Tajauta Ave. Carson, CA 90746 (323) 636-9429
Samoan Federation of America High Chief Loa Pele Faletogo, President/Executive Director 404 E. Carson St. Carson, CA 90745 (310) 834-6403 hc45loa@yahoo.com	Filipino Community of Carson 1602 E. 220th St. Carson, CA 90745 (310) 513-1787
Japanese American Citizens League Southwest District 244 S. San Pedro St., Suite 507 Los Angeles, CA 90012 (213) 626-4471 www.jaclpsw.org info@jaclpsw.org	League of United Latin American Citizens Carson Leadership Council #3031 Ramona Pimentel, President PO Box 4752 Carson, CA 90749 (310) 549-0053 comptonlulac@gmail.com
NAACP—California State Conference c/o Olivia Verrett, Chairperson PO Box 4994 Carson, CA 90749 (310) 901-2555	Office of Samoan Affairs, Inc. June Pouesi, Executive Director 454 E. Carson Plaza Dr., Suite 109 Carson, CA 90746 (310) 538-0555 junepouesi40@gmail.com http://officeofsamoanaffairs.org
Palm House, Inc. Renato Casaclang, Executive Director 2515 E. Jefferson St. Carson, CA 90810 (310) 830-7803	Southern California Indian Center 400 Continental Blvd., 6th Fl. El Segundo, CA 90245 (213) 387-5572

100 Black Women of Carson Attn: Clara Johnson 603-B University Dr., #337 Carson, CA 90746	Confederation of Filipino American Associations Attn: Joe Merton 22122 S. Main St Carson, CA 90745 josemerton@yahoo.com
Casa de los Angelitos 954 Koleeta Dr. Harbor City, CA 90710 (310) 325-8208 www.casadelosangelitos.org casaadmin@me.com	Asian American Drug Abuse Program 2900 Crenshaw Blvd. Los Angeles, CA 90016 (323) 293-6284, (323) 295-4075 (fax) www.aadapinc.org
Pacific American Student Services Sai Momoli, Chairman 21207 S. Catskill Ave. Carson, CA 90745 (310) 678-3104 saimomoli@aol.com	Asociacion Cultural de South Bay Attn: Raquel Beltran PO Box 11713 Carson, CA 90749 (310) 631-0945, (310) 631-0957
Filipino Action Group for the Environment Attn: Fe Koons 1631 Ballard St. Carson, CA 90745	Filipino American Services Group, Inc. 135 N. Park View St. Los Angeles, CA 90026 (213) 487-9804, (213) 487-9806 (fax) bernie@fasgi.org www.fasgi.org
Pacific Islands Center for Educational Development Gary King, President 24231 Seagrove Ave. Carson, CA 90745	People's Community Organization for Reform and Empowerment (People's CORE) 1610 Beverly Blvd. Los Angeles, CA 90026 (213) 241-0995 www.peoplescore.net info@peoplescore.net
Philippine Independence Day Foundation Joe Merton, Chairman Moises "Jun" Agilpay, President 208 E. Carson St., Suite 202 Carson, CA 90745 (310) 549-3111, (310) 847-7607 (fax) josemerton@yahoo.com jagilpay@hotmail.com Rasing-perl4444@aol.com www.phildf.org	Mapuifagalele Seniors and Youths Involvement, Inc. Le'avea Asi, Executive Director 23742 S. Main St. Carson, CA 90745 (310) 834-3200 Le'avea Asi, Executive Director

Delta Sigma Theta Sorority, Inc. L. A. South Bay Alumnae Chapter Cynthia Hunter, President PO Box 11025 Carson, CA 90749 http://lasouthbaydst.org president@lasouthbaydst.org web.info@lasouthbaydst.org	Kayumanggi Lions Club Tess L. Valera, Secretary *(no mailing address was included)* (310) 650-9786 www.kayumanggi.org
Torres Martinez Tribal TANF 4500 E. Pacific Coast Hwy., Suite 500 Long Beach, CA 90814 (310) 878-1600, (800) 665-7649 www.torresmartinez.org	Zeta Phi Beta Sorority, Inc. Lambda Pi Zeta Chapter c/o Beatrice R. Nelson PO Box 11622 Carson, CA 90746 (310) 532-2475
Beta Pi Sigma Sorority, Inc. Alpha Gamma Chapter Itelia Walker, President 1045 Helmick St. Carson, CA 90746	Carson Black Chamber of Commerce 603-B University Dr., PMB #181 Carson, CA 90746 (310) 729-5627
United Samoan Church *(also listed as "United Samoan Congregational Christian Church")* Rev. Matagiese Tunoa, Pastor 600 E. Double St. Carson, CA 90745 (310) 513-8901	

Appendix B
Community Organizations Serving People with Disabilities

Mid-Cities Association JB Wagoner, Executive Director 14208 Towne Ave. Los Angeles, CA 90061 (310) 329-9272 (310) 738-9096 (310) 329-3939 (fax) info@arcmidcities.org webmaster@arcmidcities.org http://arcmidcities.org	Los Angeles County Department of Mental Health 150 W. 7th St. San Pedro, CA 90731 (310) 519-6100 (310) 519-6218
California Department of Rehabilitation 1929 W. Artesia Blvd., Suite C Compton, CA 90220 (310) 637-1151 www.dor.ca.gov	California Department of Rehabilitation 4300 Long Beach Blvd., Suite 200 Long Beach, CA 90807 (562) 422-8325 www.dor.ca.gov
The California Endowment Attn: James Suazo, Hub Coordinator 920 Atlantic Ave., Suite 103 Long Beach, CA 90813 (562) 436-4800	Los Angeles County Department of Military and Veterans Affairs 17600 B Santa Fe Avenue Rancho Dominguez, CA 90221 (310) 761-2030
Peak Performance Training Centers, Inc. Attn: Sylvia Ortiz 4859 W. Slauson Ave., #340 Los Angeles, CA 90056 sylviao@PPTCenters.com	California Employment Development Department 4300 Long Beach Blvd., Suite 600 Long Beach, CA 90807 (562) 728-6708
California Employment Development Department 1220 Engracia Ave. Torrance, CA 90505 (310) 782-2101	California Employment Development Department 2909 E. Pacific Commerce Dr. Compton, CA 90221 (310) 223-0785
Gardena-Carson YMCA Gretchen Downey, Executive Director 1000 W. Artesia Blvd. Gardena, CA 90248	United States Veterans Initiative 2001 River Ave. Long Beach, CA 90810 (562) 200-7300

Home Ownership for Personal Empowerment Kristin Martin, Executive Director 21231 Hawthorne Blvd. Torrance, CA 90505 kristin.martin@hope-homes.org www.hope-homes.org	Los Angeles County Community and Senior Services Area Agency on Aging 3333 Wilshire Blvd., Suite 400 Los Angeles, CA 90010 (213) 738-2600
Los Angeles Homeless Services Authority Attn: Chief Program Officer 811 Wilshire Blvd., 6th Fl. Los Angeles, CA 90017 www.lahsa.org	Alcoholics Anonymous South Bay Central Office 1411 Marcelina Ave. Torrance, CA 90501 (310) 618-1180
The Salvation Army 4223 Emerald St. Torrance, CA 90503 (310) 370-4515 torrance@salvationarmy.org info@torrancecorps.org www.torrancecorps.org	United Way of Greater Los Angeles 1129 N. Avalon Blvd. Wilmington, CA 90744 (310) 518-2559
The Salvation Army HAVEN Southern California Division Attn: Charles Smith 11301 Wilshire Blvd., Building #212 Los Angeles, CA 90073 (310) 478-3111, ext. 44588 Charles.Smitn@usw.salvationarmy.org	National Council on Alcoholism and Drug Dependence of the South Bay Attn: Barbara Smith 1334 Post Ave. Torrance, CA 90501 (310) 320-1087
South Bay Workforce Investment Board 11539 Hawthorne Blvd., 5th Fl. Hawthorne, CA 90250 (310) 970-7700 info@sbwib,org www.sbwib.org	California Department of Public Social Services 17600 B Santa Fe Ave. Rancho Dominguez, CA 90221 (310) 761=2030
Goodwill Southern California 342 San Fernando Rd. Los Angeles, CA 90031 (323) 223-1211 (562) 435-3411 (Charles Fleming, ext. 289) www.goodwill.org	Braille Institute of America 741 N. Vermont Ave. Los Angeles, CA 90029 (323) 663-1111 la@brailleinstitute.org www.brailleinstitute.org

Disabled Resources Center Attn: Dolores Nason 2750 E. Spring St., Suite 100 Long Beach, CA 90806 (562) 427-1000 (562) 427-2027 (fax) (562) 427-1366 (TTY) d.nason@drcinc.org samantham@drcinc.org info@drcinc.org http://www.drcinc.org	South Central Los Angeles Regional Center for Persons with Developmental Disabilities, Inc. Dexter Henderson, Executive Director 2500 S. Western Ave. Los Angeles, CA 90018 (213) 744-7000 www.sclarc.org
Los Angeles County Department of Children & Family Services 2325 Crenshaw Blvd. Torrance, CA 90501 (310) 972-3111	California Association of the Deaf 4708 Roseville Rd., Suite 111 North Highlands, CA 95660 www.cad1906.org
Social Security Administration 20000 Mariner Ave. Torrance, CA 90505 (800) 772-1213	Social Security Administration 2005 Long Beach Blvd. Long Beach, CA 90806 (800) 772-1213
EDD/GLAD *(a joint program of the California Employment Development Department and the Greater Los Angeles Agency on Deafness, Inc.)* 5401 S. Crenshaw Blvd. Los Angeles, CA 90043 GLADEDD@edd.ca.gov	South Bay Family Health Care 270 E. 223rd St. Carson, CA 90745 www.sbfhc.org
Harbor View Community Services 850 E. Wardlow Rd. Long Beach, CA 90807 (562) 981-9392	Pacific Resources Psychological Group 4201 Long Beach Blvd., Suite 230 Long Beach, CA 90807 (562) 988-1000
Southern California Resource Services for Independent Living Attn: Rudy Contreras 7830 Quill Dr., Suite D Downey, CA 90242 (562) 862-6531 (562) 923-5274 (fax) (562) 869-0931 (TTY)	Autism Advocates in Action Support Group Attn: Renita Verner 552 E. Carson St., Suite 104 Carson, CA 90745 (562) 857-4300 haptot01@yahoo.com http://www.autismadvocatesinactionsg.com

John Tracy Clinic 740 E. Wardlow Rd. Long Beach, CA 90807 (562) 426-2257 www.jtc.org	Alma Family Services 121 Linden Ave. Long Beach, CA 90802 (562) 624-8844 (323) 881-3799 www.almafamilyservices.org
Autism Society of America Greater Long Beach/San Gabriel Valley Chapter 8635 Greenleaf Ave., Unit B Whittier, CA 90602 (562) 665-5496 www.greaterlongbeach-asa.org	Veterans Affairs Long Beach Healthcare System 5901 E. 7th St. Long Beach, CA 90822
Harbor Regional Center Attn: Patricia Del Monico, Executive Director 21231 Hawthorne Blvd. Torrance, CA 90503 (310) 540-1711 (310) 543-0691 www.harborrc.org Patricia.DelMonico@harborrc.org	Ability First 3770 E. Willow St. Long Beach, CA 90815 (562) 426-6161 (626) 396-1010 (877) 768-4600 www.abilityfirst.org info@abilityfirst.org
Mental Health America of Los Angeles 200 Pine Ave., Suite 400 Long Beach, CA 90802 (562) 285-1330 www.mhala.org	National Alliance for the Mentally Ill PO Box 91206 Long Beach, CA 90809 (562) 435-2264
Special Olympics Southern California 1600 Forbes Way, Suite 200 Long Beach, CA 90810 (562) 502-1100 www.sosc.org info@sosc.org	Team of Advocates for Special Kids Attn: Mario Haug, Executive Director 100 W. Cerritos Ave, Anaheim, CA 92805 (866) 828-8275 (714) 533-8275 www.taskca.org task@taskca.org
Childnet Youth and Family Services 4155 Outer Traffic Circle Long Beach, CA 90804 (562) 498-5500 (562) 498-5501 www.childnet.net	Community Family Guidance Center 10929 South St., Suite 208B Cerritos, CA 90703 (562) 865-6444 https://cfgcenter.com

Greater Los Angeles Agency on Deafness, Inc. 2222 Laverna Ave. Los Angeles, CA 90041 (323) 478-8000 (Voice/TTY) (323) 550-4226 (TTY) (323) 892-2225 (Videophone) info@gladinc.org	Los Angeles County Department of Mental Health 150 W. 7th St. San Pedro, CA 90731 (310) 519-6100 (310) 519-6218
U. S. Department of Veterans Affairs Gardena Community Based Outpatient Clinic 1149 W. 190th St. Gardena, CA 90248 (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**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

DISCUSSION 35.

To: Honorable Mayor and City Council

From: David Roberts, City Manager

Subject: CONSIDER SELECTION OF THE MAYOR PRO-TEMPORE (CITY COUNCIL)

I. SUMMARY

This item provides an opportunity for the City Council to select the next Mayor Pro Tempore for the City of Carson. The purpose of the Mayor Pro Tempore role is to perform the duties of the Mayor during any period of the Mayor's absence or disability.

Section 302 (C) of the City Charter states the Mayor Pro Tempore shall be selected biennially in the month of January for a two-year term until their successor is selected by a majority vote of the City Council.

II. RECOMMENDATION

SELECT the next Mayor Pro Tempore for the City of Carson by a majority vote of the City Council.

III. ALTERNATIVES

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

IV. BACKGROUND

The Mayor Pro Tempore shall perform the duties of the Mayor during any period of the Mayor's absence or disability.

The City of Carson City Charter states:

Section 302 (C) Mayor; Mayor Pro Tempore

Mayor Pro Tempore. The mayor pro tempore shall perform the duties of the mayor during any period of the mayor's absence or disability. The mayor pro tempore shall be selected biennially in the month of January by a majority vote of the members of the City Council and shall serve for a term of two (2) years until their successor is selected. The city council by ordinance or resolution may establish a rotational system for such office among the council members.

V. FISCAL IMPACT

There is no fiscal impact associated with this item.

VI. EXHIBITS

None.

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 1, 2025, 5:00 PM

DISCUSSION 36.

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 18, 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 - April 1, 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]	08-06-24	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, April 1, 2025, 5:00 PM

DISCUSSION 37.

To: Honorable Mayor and City Council

From: David Roberts, City Manager

Subject: CONSIDER PLANTING A TREE TO HONOR THE MEMORY OF OSCAR RAMOS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda at the request of Mayor Davis-Holmes and recommends the City Council to approve the planting of a tree to honor the memory of Oscar Ramos, former City Commissioner and community leader, at a City park.

II. RECOMMENDATION

APPROVE the planting of a tree at a City park to honor the memory of Oscar Ramos.

III. ALTERNATIVES

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

IV. BACKGROUND

Oscar Ramos was a resident of the city of Carson since 1977. He was an active and dedicated member of the community who held various and significant leadership roles throughout the City and community, including as a former City Commissioner.

This item allows the City Council to approve the planting of a tree at a City park to honor Oscar Ramos' memory and his several years of dedicated leadership and service to the City of Carson and its residents.

V. FISCAL IMPACT

This item implies minimal fiscal impact related to the expense of planting a tree. The cost will be absorbed in the Fiscal Year 2024-2025 operating budget that has already been approved by the City Council.

VI. EXHIBITS

None