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

TUESDAY, April 15, 2025
701 East Carson Street
City Hall
5:00 PM

Lula Davis-Holmes, Mayor

Jawane Hilton, District 1 Councilmember

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

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

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

PUBLIC INFORMATION

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

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City's website: The meeting will be streamed live over the internet via www.carsonca.gov 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.**

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/PUBLIC FINANCING AUTHORITY TUESDAY, APRIL 15, 2025

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. BISHOP CLIFF COATNEY FROM HOLY TEMPLE CHURCH

CLOSED SESSION (Items 2-7)

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; Isaias Pulido v. City of Carson, et al (Case No. 24STCV14430); Isaias Pulido v. City of Carson (WCAB NO: ADJ18022950); and Maria Elana Williams-Slaughter vs. City of Carson, Superior Court of the State of California for the County of Los Angeles Case No. 20STCV35952

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, AFSCME Local 809 (Part-time), and regarding the unrepresented classifications of Chief Deputy City Clerk and Chief Deputy City Treasurer.

4. PUBLIC EMPLOYEE EMPLOYMENT PERFORMANCE EVALUATION (CITY COUNCIL)

   — A closed session will be held pursuant to Government Code section 54957 (b)(1) for purposes of considering the evaluation of performance of a public employee (for the position of the City Manager).

5. PUBLIC EMPLOYEE EMPLOYMENT PERFORMANCE EVALUATION (CITY COUNCIL)

   — A closed session will be held pursuant to Government Code section 54957 (b)(1) for purposes of considering the evaluation of performance of a public employee (for the position of the City Attorney).

6. 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)

7. 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).

RULES OF DECORUM

1. Conduct During Public Meetings

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. Addressing Remarks

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 and Items

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. Seating and Movement

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. Compliance with Orders

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 rolls for forging sound decisions

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

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 8)

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

PRESENTATIONS (Items 9-12)

9. PROCLAMATION RECOGNIZING EARTH DAY (4/22)

10. PROCLAMATION RECOGNIZING APRIL 25, 2025, AS ARBOR DAY IN THE CITY OF CARSON

11. UPDATE FROM THE ENVIRONMENTAL COMMISSION

12. CERTIFICATE OF APPRECIATION TO THUNDER STUDIOS FOR THE 2025 STATE OF THE CITY PRODUCTION SERVICES

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 13)

13. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY MEETING MINUTES - APRIL 1, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— APPROVE the minutes as listed.

CONSENT (Items 14-29)

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.

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

RECOMMENDED ACTION

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

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

RECOMMENDED ACTION

— RECEIVE and FILE this report.

16. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH VASQUEZ AND COMPANY, LLP FOR AN ADDITIONAL ONE-YEAR TERM FOR THE AUDIT OF THE CITY'S FISCAL YEAR 2024-25 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR), SINGLE AUDIT REPORT AND THE FINANCIAL AND COMPLIANCE AUDIT FOR THE MEASURE W - SAFE, CLEAN WATER REGIONAL PROGRAM

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 3 of the original Agreement with Vasquez and Company, LLP, for an additional one-year term, which extends contract expiration to June 14, 2026, for the audit of the City’s Fiscal Year 2024-25 Annual Comprehensive Financial Report (ACFR), Single Audit Report and the financial and compliance audit of Measure W - Safe, Clean Water Regional Program.

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

17. CONSIDER ADOPTING RESOLUTION NO. 25-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,148,160.61, DEMAND CHECK NUMBERS 178423 THROUGH 178526 FOR GENERAL DEMAND AND THE AMOUNT OF $5,800.00, CHECK NUMBERS 1294 THROUGH 1294 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-053, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,148,160.61, DEMAND CHECK NUMBERS 178423 THROUGH 178526 FOR GENERAL DEMAND AND THE AMOUNT OF $5,800.00, CHECK NUMBERS 1294 THROUGH 1294 FOR CO-OP AGREEMENT DEMANDS".

18. CONSIDER ADOPTING RESOLUTION NO. 25-05-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,787.49, DEMAND CHECK NUMBERS HA-002042 THROUGH HA-002046 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-05-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,787.49, DEMAND CHECK NUMBERS HA-002042 THROUGH HA-002046".

19. CONSIDER ADOPTING RESOLUTION NO. 25-04-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $240.05, DEMAND CHECK NUMBERS SA-001949 THROUGH SA-001950 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-04-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $240.05, DEMAND CHECK NUMBERS SA-001949 THROUGH SA-001950".

20. CONSIDER SHIFTING THE MAY 20, 2025, REGULAR CITY COUNCIL MEETING TO MAY 21, 2025, BY MINUTE ORDER (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a one-time shift of the May 20, 2025, Regular City Council meeting to May 21, 2025, by minute order.

21. CONSIDER RESOLUTION NO. 25-055 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE COMPENSATION AND BENEFITS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE EMPLOYEES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-055, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING THE COMPENSATION AND BENEFITS FOR THE SENIOR COUNCIL AIDE AND COUNCIL AIDE CLASSIFICATIONS."

22. CONSIDER THE APPROVAL OF RESOLUTION NO. 25-048 AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution NO. 25-048 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND/OR DESIGNEE TO APPLY FOR A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOME INVESTMENT PARTNERSHIPS PROGRAM OF 2025"

23. CONSIDER RESOLUTION NO. 2025-45 AMENDING THE COMPENSATION AND BENEFITS FOR THE CHIEF DEPUTY CITY CLERK AND CHIEF DEPUTY CITY TREASURER

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-045, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING RESOLUTION NO. 19-036 DECLARING THE EMPLOYEE CLASSIFICATIONS OF CHIEF DEPUTY CITY CLERK AND CHIEF DEPUTY CITY TREASURER AS EXCLUDED FROM THE CIVIL SERVICE SYSTEM, DESIGNATING SUCH CLASSIFICATIONS TO BE UNREPRESENTED AND AT-WILL, PURSUANT TO APPLICABLE PROVISIONS OF THE GOVERNMENT CODE, AND ESTABLISHING THE SALARY AND BENEFITS FOR SUCH CLASSIFICATIONS."

24. CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MARCH 31, 2025 (CITY COUNCIL)

RECOMMENDED ACTION

— RECEIVE and FILE

25. CONSIDER AN UPDATE TO CITY'S BROWNFIELDS GRANT AWARDS: (1) RATIFYING THE CITY'S COMMUNITYWIDE ASSESSMENT (MARC) COOPERATIVE AGREEMENT WITH THE US ENVIRONMENTAL PROTECTION AGENCY (US EPA) ENTERED INTO BETWEEN THE CITY OF CARSON AND US EPA; (2) RATIFYING AMENDMENT 3 TO THE CITY'S EQUITABLE COMMUNITIES REVITALIZATION GRANT (ECRG) AGREEMENT ENTERED INTO BETWEEEN THE CITY OF CARSON AND THE STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC); AND (3) ADOPTING RESOLUTION NO. 25-041 AMENDING THE FISCAL YEAR 2024-2025 CITY BUDGET TO ACCEPT THE MARC AWARD AND AUTHORIZE RELATED EXPENDITURES

RECOMMENDED ACTION

— 1. RATIFY and APPROVE the US EPA MARC Cooperative Agreement, dated September 12, 2024;

— 2. RATIFY and APPROVE Amendment 3 to the DTSC ECRG Agreement, dated March 11, 2025; AND

— 3. WAIVE further reading and ADOPT Resolution No. 25-041, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ACCEPT ONE GRANT IN THE TOTAL AMOUNT OF $500,000 IN CONNECTION WITH THE US EPA MULTIPURPOSE, ASSESSMENT, REVOLVING LOAN FUND, AND CLEAN-UP (MARC) GRANT PROGRAM"

26. CONSIDER APPROVING THE CLEAN POWER ALLIANCE'S INNOVATION FUND PARTICIPATION AGREEMENT TO RECEIVE $86,900 IN GRANT FUNDING TO IMPLEMENT CARSON'S EV CHARGING WALLET PILOT PROGRAM

RECOMMENDED ACTION

— 1. APPROVE the Innovation Fund Participation Agreement with Clean Power Alliance to receive $86,900 in grant funding to implement Carson's EV Charging Wallet Pilot Program.

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

27. CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT WITH ETERNAL LOVE, LLC, DBA VESTED SOLUTIONS, FOR BUS STOP CLEANING SERVICES (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD and APPROVE the proposed Contract Services Agreement with ETERNAL LOVE LIMITED LIABILITY COMPANY DBA VESTED SOLUTIONS for a five-year term, with a not-to-exceed contract sum of $480,000 over the initial term, with the option for a two-year extension

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

28. CONSIDER ADOPTION OF RESOLUTION 25-035, APPROVING MEASURE R FUNDING AGREEMENT AMENDMENT NO. 1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1657: TRAFFIC SIGNAL INSTALLATION AT SIX INTERSECTIONS, LACMTA PROJECT # MR31241, FTIP # LA9919136

RECOMMENDED ACTION

— 1. ADOPT Resolution 25-035 approving Funding Agreement Amendment No. 1 with Los Angeles County Metropolitan Transportation Authority extending the project completion date to June 30, 2026 (Exhibit No. 4).

— 2. AUTHORIZE the Mayor to execute Funding Agreement Amendment No. 1 (Exhibit No. 3) following approval as to form by the City Attorney, for the installation of traffic signals at six intersections: Figueroa Street at Victoria Street; Figueroa Street at 223rd Street; Figueroa Street at 234th Street; Main Street at Albertoni Street; Main Street at 220th Street; and Main Street at Victoria Street.

29. CONSIDER ADOPTING A RESOLUTION NO. 25-038 APPROVING THE PROJECT LIST FOR SB-1 (BEALL) "ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017" FOR FY 2025-26 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 25-038, “A Resolution of the City Council of the City of Carson, California, Adopting A List of Projects for Fiscal Year 2025-26 Funded by SB-1: The Road Repair and Accountability Act of 2017”

SPECIAL ORDERS OF THE DAY (Item 30)

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.

30. 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 31-35)

31. FISCAL YEAR 2025-2026 BUDGET WORKSHOP NO. 1 (CITY COUNCIL)

RECOMMENDED ACTION

— PROVIDE direction to staff which will be used to build the draft for Fiscal Year 2025- 2026 Budget.

32. CONSIDER APPROVAL OF CITY ATTORNEY RATE INCREASE AND AMENDED AND RESTATED CONTRACT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AUTHORIZE an increase in the hourly billing rates for the City Attorney's Office to align compensation more closely with current market rates while remaining below the rates of other reputable public law firms; and

— 2. APPROVE the Amended and Restated Contract Services Agreement with Aleshire & Wynder, LLP.

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

33. CONSIDER RESOLUTION 25-059 APPROVING THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (CITY COUNCIL)

RECOMMENDED ACTION

— 1. ADOPT Resolution 25-059 approving the proposed Amendment No. 3 to the City Manager Employment Agreement.

— 2. AUTHORIZE the Mayor to execute the agreement with Mr. David C. Roberts, Jr. following approval as to form by the City Attorney.

34. INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2508 AMENDING SECTION 2301 OF ARTICLE II OF THE CARSON MUNICIPAL CODE REGARDING THE DETERMINATION OF COUNCIL MEMBERS' TOTAL WAGES/COMPENSATION AND TOTAL RETIREMENT AND HEALTH CONTRIBUTIONS (CITY COUNCIL)

RECOMMENDED ACTION

— 1. INTRODUCE, for first reading by title only with further reading waived, Ordinance No. 25-2508, entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 2301 (COUNCILMANIC SALARIES) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE REGARDING THE DETERMINATION OF COUNCIL MEMBERS' TOTAL WAGES/COMPENSATION AND TOTAL RETIREMENT AND HEALTH CONTRIBUTIONS”.

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

RECOMMENDED ACTION

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

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

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

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

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

ORDINANCE SECOND READING

MEMORIAL ADJOURNMENTS

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

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

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

ADJOURNMENT

Date Posted: April 10, 2025

CITY OF CARSON

MINUTES

CARSON CITY COUNCIL/
SUCCESSOR AGENCY/HOUSING AUTHORITY
REGULAR MEETING
APRIL 1, 2025
5:00 P.M.

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

The pre-recorded Rules of Decorum aired at 5:00 P.M.

The meeting was called to order at 5:03 P.M. by Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes in the Helen Kawagoe Council Chambers, Carson City Hall, located at 701 E. Carson Street, Carson, California 90745.

ROLL CALL (CITY CLERK)

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

Council Members/Agency Members/Authority Board Members Present:

Mayor/Agency Chairman/Authority Chairman Lula Davis-Holmes,

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Jawane Hilton

Council Member/Agency Member/Authority Board Member Jim Dear,

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

Council Member/Agency Member/Authority Board Member Arleen Rojas

Also Present:

Monica Cooper, City/Agency/Authority Treasurer; Sunny Soltani, City/Agency/Authority Attorney; David C. Roberts, Jr., City Manager; Dr. Robert Lennox, Assistant City Manager; John Raymond,

Assistant City Manager; Saied Naaseh, Director of Community Development; Michael Whittiker, Jr., Director of Community Services; Dr. Arlington Rodgers, Jr., Director of Public Works; Gary Carter, Director of Information Technology and Security; William Jefferson, Director of Finance; Josh Boudreaux, Director of Human Resources; and Nora Garcia, Director of Public Safety

FLAG SALUTE

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

INVOCATION (Item 1)

1. PASTOR PRENTIS LEWIS, GREATER STARLIGHT BAPTIST CHURCH- 5:05 PM

Pastor Prentis Lewis gave a prayer.

CLOSED SESSION (Items 2-5)

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, 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 one potential case.

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 one case.

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 5:07 P.M. by Mayor/Agency Chairman/Authority Chairman Davis-Holmes.

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

ACTION: Item was not discussed.

3. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)-

ACTION: No reportable action was taken.

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

ACTION: No reportable action was taken.

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

ACTION: No reportable action was taken.

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

The meeting was reconvened at 6:11 P.M. by Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton with Mayor/Agency Chairman/Authority Chairman Davis-Holmes absent.

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

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

INTRODUCTIONS (MAYOR) (Items 6-7)

6. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION- 6:12 PM

Captain Norman introduced new Detective Bureau Lieutenant Kianna Penn, previously served as Sargeant at Carson Sheriff's Station. Lieutenant Kianna Penn offered comments.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes reentered the meeting at 6:13 P.M.)

Captain Norman summarized the recent law enforcement activities, robberies report, and home invasions report.

7. REPORT FROM ASSISTANT CHIEF KANE OF LOS ANGELES COUNTY FIRE - 6:24 PM

Assistant Chief Kane gave the Public Safety Report for the month of March.

Council Member/Agency Member/Authority Board Member Hicks, Sr. asked about smoke detectors and carbon monoxide detectors. Assistant Chief Kane stated that the Fire Department encourages that you change the batteries whether it is beeping or not when daylight savings time rolls around. Anyone who cannot afford smoke detectors can contact the Fire Department or the Red Cross for free. Council Member/Agency Member/Authority Board Member Hicks, Sr. asked the City Manager to have the link about free smoke detectors linked on the City website.

Council Member/Agency Member/Authority Board Member Dear asked about fire hydrant caps being stolen. Assistant Chief Kane stated that annually in the month of March is conditioned for maintenance. If the caps are missing they are replaced at that time. Cal Water has a similar program to maintain those hydrants.

City Manager Roberts, Jr. thanked Assistant Chief Kane for working in collaboration with Public Safety and Public Works for working diligently on the oil spill.

PRESENTATIONS (Items 8-13)

This item was heard after Item No. 24.

Council Member/Agency Member/Authority Board Member Rojas introduced Philippine Consul General Adel Cruz. She presented him a Certificate of Recognition who offered words of gratitude and comments.

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- 6:47 PM

The Mayor and City Council presented a Certificate of Recognition to Luis Sanchez and took photos with his family. Connie Turner from Southern California Edison awarded and presented a $50,000 scholarship to Luis Sanchez who will be attending the University of Michigan.

9. UPDATE FROM PUBLIC WORKS COMMISSION- 7:31 PM

Item No. 9 was heard after Item No. 13.

(Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton exited the meeting at 7:31 P.M. and reentered the meeting at 7:33 P.M.)

Kobii Howard, Chair of the Public Works Commission, provided an update on the Public Works Commission's work, recent accomplishments, and vision they share in the city's infrastructure and growth. He acknowledged and thanked the Public Works Commision members, Director Dr. Arlington Rodgers, and staff for their work and collaboration.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes exited the meeting at 7:32 P.M. and reentered the meeting at 7:33 P.M.)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes thanked Chair Howard for his thorough report and coming to the meeting.

Council Member/Agency Member/Authority Board Member Jim Dear asked about the beautification on Carson Street, particularly the delays around the project. Director Dr. Rodgers, Jr. shared that it is a part of the Median Landscape Project and that he is hopeful it will be a different experience this time. Council Member Dear shared that he was a part of the Citizens Committee in 1995 and that there were some challenges with water run and reclaimed water piping and other issues, and the contractor was not given proper mapping. Director Dr. Rodgers, Jr. explained that it is a multi-year project and Public Works will do their best to mitigate any traffic issues.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked about the pipe project that Council Member Dear referenced. Assistant City Manager, Dr. Lennox shared that project was cost prohibitive and the city did not move forward with it.

Council Member/Agency Member/Authority Board Member Hicks, Sr. asked about synchronized traffic signals. He shared that years ago it used to take five minutes to get across the city but now it takes 15-20 minutes. Chair Howard shared that the commission has heard about those complaints as well. Director Gary Carter shared that phase one of the fiber optic project and network enabled will assist with this. Phase one is funded according to City Manager Roberts, Jr. He stated when quotes are received for additional phases, it will be brought before Council.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton shared that Lakewood just installed license plate readers and requested Director Garcia to explain to the residents. Director Garcia stated that the city has nearly 100 license plate reader cameras throughout the city already and currently working on establishing a wider network of the cameras.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes asked Director Dr. Rodgers, Jr. when soliciting the RFP for landscape and maintenance for the medians to make sure that the new

contract includes replacing plants, repairing sprinkler heads, etc. because the current contract does not include repair and replacement of sprinkler heads and would like them maintained.

10. PROCLAMATION RECOGNIZING APRIL AS AUTISM AWARENESS MONTH - 6:57 PM

Item No. 10 was heard after Item No. 8.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton read the proclamation and presented to recipients Latonya McGhee Berry and Ola Ochoa. The Mayor and City Council took photos with the recipients (two parents with children with autism) who both offered comments.

11. PROCLAMATION RECOGNIZING APRIL AS NATIONAL LIBRARY WEEK - 7:05 PM

Council Member/Agency Member/Authority Board Member Dear read the proclamation and presented to Phung Nguyen, Librarian from Carson High School, who offered comments.

12. PROCLAMATION RECOGNIZING APRIL AS SEXUAL ASSAULT AWARENESS MONTH - 7:19 PM

Council Member/Agency Member/Authority Board Member Rojas read the proclamation and presented to Deputy Katya Morrell who accepted with words of gratitude.

13. PROCLAMATION RECOGNIZING APRIL AS NATIONAL PRESCRIPTION DRUG TAKE BACK DAY - 7:27 PM

Item No. 13 was heard after Item No. 11.

Counci Member/Agency Member/Authority Board Member Hicks, Sr. read the proclamation and presented to Richard Bis, Nora Garcia from Public Safety Department, and Captain Norman from the Carson Sheriff Station. Richard Bis and Paz Villanueva Velasquez offered comments on behalf of the Coalition for Substance Abuse Awareness and Prevention.

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

This item was heard after Item No. 9.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw stated there were no speaker cards for this item.

APPROVAL OF MINUTES (Item 14)

14. APPROVAL OF THE FOLLOWING CARSON CITY COUNCIL-SUCCESSOR AGENCY-HOUSING AUTHORITY MINUTES: MARCH 18, 2025 (CITY COUNCIL)- 7:58 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 15-32)

Mayor/Agency Chairman/Authority Chairman Davis-Holmes previously removed Items No. 24 and 25 for discussion with no objection heard.

Council Member/Agency Member/Authority Board Member Hicks, Sr. requested to remove Item No. 22 for discussion.

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

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)- 7:59 PM

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."

ACTION: Item No. 15 was approved on Consent.

16. CONSIDER AN UPDATE ON CITY COMMISSIONS (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 16 was approved on Consent.

17. CONSIDER AN UPDATE ON CITY PROJECTS (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— RECEIVE and FILE this report.

ACTION: Item No. 17 was approved on Consent.

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)- 7:59 PM

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 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. 6, following approval as to form by the City Attorney.

ACTION: Item No. 18 was approved on Consent.

19. CONSIDER APPROVAL OF THE SETTLEMENT AGREEMENT BETWEEN RICHARD AND IMELDA POBLETE AND CITY OF CARSON (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

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

— 2. AUTHORIZE City Manager to execute the Agreement

ACTION: Item No. 19 was approved on Consent.

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)- 7:59 PM

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."

ACTION: Item No. 20 was approved on Consent.

21. CONSIDER APPROVING A PURCHASING AND SERVICE AGREEMENT WITH JOHNSON CONTROLS, INC., TO PURCHASE AXIS BODY WORN CAMERA SYSTEM (CITY COUNCIL)- 7:59 PM

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.

ACTION: Item No. 21 was approved on Consent.

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) - 7:59 PM

** Item was Removed from Consent

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.

Item No. 22 was heard after approval of the Consent items.

Council Member/Agency Member/Authority Board Member Hicks, Sr. requested a report.

Director Whittiker, Jr. gave a report and thanked Project Manager James Nguyen and Director Naaseh for their assistance with the project.

Council Member/Agency Member/Authority Board Member Hicks, Sr. stated that he would like to make sure residents in that area are consulted about the items included in the expansion of

Friendship Mini Park.

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

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)- 7:59 PM

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.

ACTION: Item No. 23 was approved on Consent.

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)- 6:30 PM

** Item was Removed from Consent

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)"

Item No. 24 was heard after Item No. 7.

Tony Rodriguez, President of the American Federation of State, County, and Municipal Employees (AFSCME) Local 809, thanked the Mayor and City Council for the three-year contract agreement. He also thanked the City Manager, Assistant City Manager, and Directors, namely Director of Human Resources Josh Boudreaux for his service as well.

Mayor/Agency Chairman/Authority Chairman thanked Tony Rodriguez for coming to the table in fairness and for his leadership. She thanked Director Josh Boudreaux and the team for their hard work and efforts as well. She stated that AFSCME Local 809 plays an important role in the city. She thanked Tony Rodriguez for being reasonable and shared that the employees' checks will be retroactive and that the employees are on the frontline for the city.

Director Joshua Boudreaux gave a report. He shared highlights of the agreement that it is a 6% increase, 4% increase, and 4% increase over three years with other items related to licensing and deferred compensation. He shared that he is grateful to Pam Lee with Aleshire and Wynder and Tony Rodriguez for working with the city leading up to the agreement.

Council Member/Agency Member/Authority Board Member Dear asked City/Agency/Authority Attorney Soltani if Items No. 24 and 25 can be taken up together. City/Agency/Authority Attorney Soltani stated that the title of both resolutions need to be read in the motion.

Items No. 24 and 25 were approved simultaneously.

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton thanked and praised staff for their work.

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

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)- 7:59 PM

** Item was Removed from Consent

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."

Items No. 24 and 25 were approved simultaneously.

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

26. CONSIDER ADOPTING RESOLUTION NO. 25-040, ESTABLISHING THE SALARY AND BENEFITS FOR UNCLASSIFIED MANAGEMENT EMPLOYEES EFFECTIVE JULY 1, 2024 (CITY COUNCIL)- 7:59 PM

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"

ACTION: Item No. 26 was approved on Consent.

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)- 7:59 PM

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".

ACTION: Item No. 27 was approved on Consent.

28. CONSIDER CARSON'S 2024 ANNUAL HOUSING ELEMENT PROGRESS REPORT (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

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

— RECEIVE and FILE.

ACTION: Item No. 28 was approved on Consent.

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)- 7:59 PM

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.

ACTION: Item No. 29 was approved on Consent.

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)- 7:59 PM

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.

ACTION: Item No. 30 was approved on Consent.

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)- 7:59 PM

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.

ACTION: Item No. 31 was approved on Consent.

32. DEPARTMENT OF PUBLIC WORK’S RIGHT-OF-WAY, SIDEWALK AND CURB/GUTTER REPAIR AND INSPECTION PROGRAM (CITY COUNCIL)- 7:59 PM

RECOMMENDED ACTION

— 1. RECEIVE and FILE this information

ACTION: Item No. 32 was approved on Consent.

SPECIAL ORDERS OF THE DAY (Items 33-34)

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- 8:05 PM

RECOMMENDED ACTION

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

— CONTINUE the item.

Item No. 33 was heard after Item No. 22.

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

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

ACTION: Mayor/Agency Chairman/Authority Chairman Davis-Holmes continued the Public Hearing until staff brings it back with no objection heard.

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)- 8:06 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.

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

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

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

DISCUSSION (Items 35-37)

35. CONSIDER SELECTION OF THE MAYOR PRO-TEMPORE (CITY COUNCIL)- 8:07 PM

RECOMMENDED ACTION

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

City Manager, Roberts Jr. gave a report.

Council Member/Agency Member/Authority Board Member Dear made a motion to select Dr. Jawane Hilton as Mayor Pro Tempore which died for lack of a second.

Council Member/Agency Member/Authority Board Member Rojas stated Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman, Dr. Hilton did a great job serving as Mayor Pro Tempore. She nominated Council Member/Agency Member/Authority Board Member Cedric Hicks, Sr. as Mayor Pro Tempore, seconded by Mayor Davis-Holmes.

Motion to Approve the selection of Council Member Cedric Hicks, Sr. as Mayor Pro Tempore submitted by Council Member Arleen Rojas seconded by Mayor Lula Davis-Holmes resulting in 5-0-0-0-0

Council Member/Agency Member/Authority Board Member, Dr. Hilton congratulated Mayor Pro Tempore Cedric Hicks, Sr. on his selection as Mayor Pro Tempore. He stated he enjoyed serving as Mayor Pro Tempore and thanked Council Member Dear for his confidence in him.

Mayor Pro Tempore Hicks, Sr. thanked his colleagues for their confidence in him.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes and Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. thanked Council Member Dr. Hilton for a great job as Mayor Pro Tempore for the last couple of years.

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)- 8:12 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

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw clarified that Aisha Childs is Alternate 3 for the Public Safety Commission.

Parks, Recreation and Cultural Arts Commission

Mayor/Agency Chairman/Authority Chairman Davis-Holmes appointed Jo Jacqueline Johnson as her uncontested appointment to the vacant regular position on the Parks, Recreation and Cultural Arts Commission, thereby, creating a vacancy of the Alternate 2 position.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw noted she sent an email notification setting March 27, 2025 as the deadline for commission, committee, and board members to take their Oath and as of to date there are seven commissions whose members have not taken their Oath. City Clerk staff will reach out to staff of each of the commissions, committees, and boards to remind them to visit the City Clerk's Office to do so. She acknowledged staff for doing a better job communicating with those who have been absent at meetings for the City Clerk's Office to process the vacancies and be filled by those willing to actively serve.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted Mike Wilson from the Public Safety Commission will be visiting the City Clerk's Office to take his Oath. She reminded Council Member, Dr. Hilton and Council Member Rojas to fill their vacancies.

37. CONSIDER PLANTING A TREE TO HONOR THE MEMORY OF OSCAR RAMOS (CITY COUNCIL)- 8:17 PM

RECOMMENDED ACTION

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

City Manager Roberts, Jr. gave a report.

First Motion

Mayor Davis-Holmes made a motion to approve staff recommendation seconded by Jim Dear.

Second Motion

During discussion of the motion, Council Member Rojas offered comments in support of staff's recommendation. She also asked if City Council could add Kyle Carter, Mayor's grandson, to have a tree planted at Mills Park to honor his memory, seconded by Dr. Hilton.

Council Member, Dr. Hilton recommended two separate motions.

Mayor Davis-Holmes recused herself from voting on the item.

Council Member, Dr. Hilton made a motion to add Kyle Carter, Mayor's grandson, to have a tree planted at Mills Park to honor his memory and approve planting a tree to honor the memory of Oscar Ramos seconded by Jim Dear.

City Manager Roberts, Jr. recommended the location of the tree planting be included in the motions.

Discussion ensued to plant a tree at Veterans Park to honor the memory of Oscar Ramos with no objection heard.

Council Member, Dr. Hilton withdrew his motion to honor the two motions to be voted separately.

Vote on First Motion

The first motion was approved 4-0 with recusal by Mayor Davis-Holmes.

Vote on Second Motion

The second motion was approved 4-0 with recusal by Mayor Davis-Holmes.

(Mayor/Agency Chairman/Authority Chairman Davis-Holmes reentered the meeting.)

ORDINANCE SECOND READING

None.

MEMORIAL ADJOURNMENTS

Chief Deputy City Clerk/Chief Deputy Agency Secretary/Chief Deputy Authority Secretary Kourtney Cullors presented the following Memorial Adjournment Requests:

Omar Curry

Alice Mae Goodson

George Foreman

Joan Reiner

R.T. Nelson Sr.

James P. Stringer

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

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

Jun Aglipay, Office of Assembly Member Mike Gipson

Invited everyone to the Annual Autism 5K Run/Walk Awareness, Wilmington Waterfront Park, 1004 West C Street, Wilmington, CA 90744, Saturday, April 12, 2025 from 8:00 A.M. to 11:30 A.M.

City Clerk/Agency Secretary/Authority Secretary, Dr. Bradshaw announced the Open House & Resource Fair on April 8, 2025, from 4:00 P.M. to 7:00 P.M. at Towne Elementary School. Flyer was provided and distributed by Christie Caric who was in attendance earlier in the meeting.

Brandi Lewin

Announced planning efforts to establish a Disabilities Committee; thanked Council Aide Brian Legaspi for his assistance to kick start the Disabilities Committee; scheduled first meeting of the Disabilities Committee on April 10, 2025 at 6:00 P.M. via Zoom; thanked Council Aide K.W. Tulloss and Council Aide Cac Le for their assistance as well; thanked Luz Padua for her commitment to work on the Disabilities Committee; followed up on the status of her windshield issue; thanked Director Whittiker, Jr. and his staff for following up on concerns related to the Murdock community

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

Mayor Pro Tempore/Agency Vice Chairman/Authority Vice Chairman Hicks, Sr. requested staff to bring back an item to address alternative funding strategies for Carson non-profit organizations. He provided a handout to City Manager Roberts, Jr.

Council Member/Agency Member/Authority Board Member Rojas asked the City Manager if he would create a Fireworks Enforcement and Education Initiative including public awareness, community engagement, enhanced enforcement measures, safe celebration alternatives, school and youth education programs, implement a strategy using direct public outreach, community and business engagement, law enforcement coordination, and educational initiatives. She provided a handout to City Manager Roberts, Jr.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes advised the City Manager that she will be working with Mayor Pro Tempore Hicks, Sr. and Council Member Rojas on both of their initiatives and to schedule a future meeting.

Council Member/Agency Member/Authority Board Member Rojas also requested to add the Carson Sheriff Station to her initiative. Mayor/Agency Chairman/Authority Chairman Davis-Holmes

requested to add the Los Angeles County Fire Department to her initiative.

Mayor/Agency Chairman/Authority Chairman Davis-Holmes noted meeting with Attorney General Rob Bonta and requested City Manager Roberts, Jr. to join in the meeting.

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

Council Member/Agency Member/Authority Board Member, Dr. Hilton announced the following:

- Invited everyone to his Town Hall Meeting for District 1, Tuesday, April 8, 2025, from 6:30 P.M. to 8:00 P.M. at Stevenson Park, 17400 Lysander Drive, Carson. The Mayor is his special guest.
- Joining Council Member Rojas Town Hall Meeting for Districts 1 and 4, April 17, 2025, at 6:30 P.M., Del Amo Park
- Merv Dymally Institute hosting their Annual Dymally International Jazz and Arts Festival, April 26, 2025, from 1:00 P.M. to 9:00 P.M. at Dignity Health Sports Park

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

- Food Giveaway in conjunction with Venice Family Clinic, Friday, April 18, 2025 from 9:00 A.M. to 11:00 A.M. at Calas Park, 1000 E. 220th Street, Carson
- Autism Acceptance 5K Walk/Run, Saturday, April 5, 2025 from 7:00 A.M. to 10:00 A.M. at California State University Dominguez Hills (CSUDH)

Council Member/Agency Member/Authority Board Member Dear announced Town Hall Meeting, Tuesday, April 22, 2025 at Carson Park.

City/Agency/Authority Attorney Soltani clarified that three Council Members cannot be on a committee together because under the Brown Act that becomes a meeting.

Mayor/Agency Member/Authority Board Member Davis-Holmes commended her colleagues for hosting Town Hall Meetings. She commended everyone on a great State of the City. She stated that State of the City will always be in the month of March the Thursday after Daylight Savings Time. She thanked staff, Public Information Office, City Manager, and everyone involved for their excellent work. She requested the City Manager to send all staff a letter from her that she appreciates them very much.

City Manager Roberts, Jr. thanked his staff/team and Thunder Studios for their work on the State of the City. He also thanked City Clerk, Dr. Bradshaw for serving as the on-site field reporter.

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 8:49 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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN

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

I. SUMMARY

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

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

II. RECOMMENDATION

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

III. ALTERNATIVES

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

IV. BACKGROUND

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

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

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

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

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Interdepartmental Budget Transfers -March 2025

Attachments

Exhibit No. 1- Interdepartmental Budget Transfers -March 2025

City of Carson

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	7	BUA	03/03/2025	03/03/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100580	6004		AW		T	Cover for Warehouse Audit		24,000.00	
	101-80-820-285-6004-						PW Water Comp Pro Svcs			
2	10100540	6004		AW		T	Cover for Warehouse Audit	24,000.00		
	101-80-801-100-6004-						PW Mgt&Contrl Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	16	BUA	03/04/2025	03/04/2025	Budget TFXWJ	efferson	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10101340	8012		WJ		T	BROADBAND IT PROJECT	5,000,000.00		
	101-99-999-904-8012-						Other Infrastructure - CIP			
2	10101340	8009		WJ		T	CITYWIDE STREETS PROJECT	5,000,000.00		
	101-99-999-904-8009-						Infrastructure Roadways			
3	10100170	6004		WJ		T	PROFESSIONAL SERVICES	106,156.81		
	101-55-592-100-6004-						PS Mgt&Contrl Pro Svcs			
4	10100180	6004				T	PROFESSIONAL SERVICES	579,543.36		
	101-55-592-127-6004-						PS FacSecurty Pro Svcs			
5	10100200	6004				T	PROFESSIONAL SERVICES	360,000.00		
	101-55-592-158-6004-						PS AnimalCont Pro Svcs			
6	10100250	6004		WJ		T	PROFESSIONAL SERVICES	158,959.24		
	101-55-593-133-6004-						PS Ped Safety Pro Svcs			
7	26200000	6004		WJ		T	PROFESSIONAL SERVICES	14,000.00		
	262-55-593-157-6004-						PS ParkingEnf Pro Svcs			
8	10100280	5002		WJ		T	FUNDING RETURN TO FINANCE	100,951.00		
	101-60-601-100-5002-						Mgt&Contrl FT Sal			
9	10100620	5002		WJ		T	FUNDING RETURN TO FINANCE		100,951.00	
	101-80-840-100-5002-						PW Mgt&Contrl FT Sal			
10	10101360	3910		WJ					11,204,659.41	1
	101-99-999-999-3910-						Appropriation Control			
11	26200010	3910		WJ					14,000.00	1
	262-99-999-999-3910-						Appropriation Control			
12	10101360	3930		WJ				11,204,659.41		1
	101-99-999-999-3930-						Budget FB Unrestricted Control			
13	26200010	3930		WJ				14,000.00		1
	262-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	11,218,659.41	11,218,659.41	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	18	BUA	03/04/2025	03/04/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100470	6004		AW		T	RSG Inc. contract		60,000.00	
	101-70-780-290-6004-						CD Cur Plan Pro Svcs			
2	10100400	6004		AW		T	RSG Inc. contract	60,000.00		
	101-70-720-960-6004-						CD MHRR Board Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	54	BUA	03/05/2025	03/05/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808040	6056		AW		T	New Furniture - Jeffery L		2,000.00	
	101-80-850-100-6056-						Training			
2	10808040	8007		AW		T	New Furniture - Jeffery L	2,000.00		
	101-80-850-100-8007-						Furniture & Fixtures			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	132	BUA	03/11/2025	03/11/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	22808060	7001		AW		T	Floor Improvement Del Amo	58,000.00		
	222-80-840-102-7001-						Maintenance & Repairs			
2	22200010	3910		AW					58,000.00	1
	222-99-999-999-3910-						Appropriation Control			
3	22200010	3930		AW				58,000.00		1
	222-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	58,000.00	58,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	305	BUA	03/20/2025	03/20/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	305	BUA	03/20/2025	03/20/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10909160	6079		AW		T	Funding Swayzer Agreement		35,000.00	
	101-90-970-105-6079-						CS Landscape Maint. Water			
2	10909150	6004		AW		T	Funding Swayzer Agreement	35,000.00		
	101-90-970-107-6004-						Professional Services			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	366	BUA	03/25/2025	03/25/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	21200000	8009		AW		T	For Traffic Signal Maint		350,000.00	
	212-80-840-281-8009-						PW Roadway Maint Infra Roadway			
2	21200000	6004		AW		T	For Traffic Signal Maint	350,000.00		
	212-80-840-281-6004-						PW Rdway Mnt Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	401	BUA	03/26/2025	03/26/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100260	7001		AW		T	For CPU Expense(hardware)		12,300.00	
	101-55-593-138-7001-						PS Emerg Mgt Maint&Rep			
2	10100260	8007		AW		T	For CPU Expense(hardware)		5,000.00	
	101-55-593-138-8007-						Furniture & Fixtures			
3	10100260	6020		AW		T	For CPU Expense(hardware)	17,300.00		
	101-55-593-138-6020-						PS Emerg Mgt CPUExp			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	404	BUA	03/26/2025	03/26/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2025	09	404	BUA	03/26/2025	03/26/2025	Budget TX	awatts	1	N	Hist	2025	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	22000000 8019			AW		T	Resolution 25-034	897,000.00		
	220-80-820-904-8019-						Bus/Bike Lane & Related CIP			
2	22000020 3910			AW					897,000.00	1
	220-99-999-999-3910-						Appropriation Control			
3	22000020 3930			AW				897,000.00		1
	220-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	897,000.00	897,000.00	
							** GRAND TOTAL	12,173,659.41	12,173,659.41	

9 Journals printed

** END OF REPORT - Generated by Ashton Watts **

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

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

I. SUMMARY

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

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

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

IV. BACKGROUND

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

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

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Contract Report - March 2025

Attachments

Contract Report - March 2025.pdf

EXHIBIT 1 - CONTRACT REPORT - MARCH 2025

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date	Notes
M WHITTIKER	Original	25-042	FELIPE OVIDIO MUNGUIA	8548	EVENT SERVICE PROVIDE AGREEMENT	2025 SALSA NIGHT	$250.00	COMMUNITY SERVICES	03/07/2025 *		
M WHITTIKER	Original	25-043	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2025 AUTISM ACCEPTANCE 5K WALK/RUN	$700.00	COMMUNITY SERVICES	04/05/2025 *		
M WHITTIKER	Original	25-044	DRONE STRATEGIC PARTNERS LLC	8525	EVENT SERVICE PROVIDE AGREEMENT	2025 AUTISM ACCEPTANCE 5K WALK/RUN	$700.00	COMMUNITY SERVICES	04/05/2025 *		
D ROBERTS	Amendment No. 1	19-020	JOHN CRUIKSHANK CONSULTANTS INC	6528	CONSULTANT	ON-CALL ENGINEER	$950,000.00	PUBLIC WORKS	3/25/2019	6/30/2026	
M REVILLA	Original	25-045	CHRISTOPHER NUNO	8140	EVENT SERVICE PROVIDE AGREEMENT	2025 STATE OF THE CITY	$500.00	ISPM	03/20/2025 *		
N GARCIA	Original	25-046	DIXON RESOURCES UNLIMITED	8528	CONSULTANT	STREET SWEEPING PROGRAM	$24,885.00	PUBLIC SAFETY	3/3/2025	3/2/2026	
M WHITTIKER	Original	25-047	SUPER BIRTHDAY, INC.	8202	EVENT SERVICE PROVIDE AGREEMENT	2025 EARTH DAY KIDS FEST	$1,050.00	COMMUNITY SERVICES	04/12/2025 *		
D ROBERTS	Original	25-049	A&M FIRST AID, INC.	7030	CONSULTANT	FIRST AID SUPPLIES	$74,999.00	CM/RISK MANAGEMENT	1/15/2025	1/14/2028	Rec'd 3/5
M REVILLA	Original	25-050	ALEXANDRA TAYLOR	8232	EVENT SERVICE PROVIDE AGREEMENT	2025 STATE OF THE CITY	$150.00	ISPM	03/20/2025 *		
M WHITTIKER	Original	25-051	HAUNGA FEINGA, JR.	8551	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$17,000.00	COMMUNITY SERVICES	06/28/2025 *		
M WHITTIKER	Original	25-052	JAMES BRUNT	8554	EVENT SERVICE PROVIDE AGREEMENT	2025 SAMOAN HERITAGE FESTIVAL	$17,120.00	COMMUNITY SERVICES	06/28/2025 *		
G CARTER	Original	25-053	INSIGHT PUBLIC SECTOR INC.	6497	CONSULTANT	APPLICATION MAPPING & PREMIUM SUPPORT	$24,742.26	IT	3/13/2025	3/12/2027	
M WHITTIKER	Original	25-054	ALL IN ONE ENTERTAINMENT	8550	EVENT SERVICE PROVIDE AGREEMENT	2025 JUNETEENTH CELEBRATION	$4,000.00	COMMUNITY SERVICES	06/14/2025 *		
D ROBERTS	Original	25-055	R3 PAINTING	8564	CONTRACTOR	DEL AMO PARK EPOXY PROJECT	$58,000.00	PUBLIC WORKS	3/13/2025	3/12/2026	
M WHITTIKER	Original	25-056	NATIONAL CHAVEZ CENTER	6853	EVENT SERVICE PROVIDE AGREEMENT	2025 CESAR CHAVEZ TRIBUTE	$1,000.00	COMMUNITY SERVICES	03/28/2025 *		
M WHITTIKER	Original	25-057	DIMENSION PUBLICITARIA INC	7815	EVENT SERVICE PROVIDE AGREEMENT	2025 CINCO DE MAYO	$19,000.00	COMMUNITY SERVICES	05/03/2025 *		
D ROBERTS	Amendment No. 3	23-253	DREAM LIFE LOUD, LLC	7855	CONSULTANT	PROFESSIONAL DEV. & LEADERSHIP TRAINING	$48,200.00	CMO	9/30/2023	6/30/2025	
M WHITTIKER	Original	25-058	RICHARD RUAN	3160	EVENT SERVICE PROVIDE AGREEMENT	2025 EARTH DAY KIDS FEST	$350.00	COMMUNITY SERVICES	04/12/2025 *		
D ROBERTS	Amendment No. 1	24-044	MATTHEWS FAMILY COUNSELING	8191	CONSULTANT	PSYCHOTHERAPY SERVICES	$39,000.00	HR	3/7/2024	3/6/2026	Rec'd 3/25

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: Hnin Phyu, Accounting Manager FIN Accounting

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE AGREEMENT WITH VASQUEZ AND COMPANY, LLP FOR AN ADDITIONAL ONE-YEAR TERM FOR THE AUDIT OF THE CITY'S FISCAL YEAR 2024-25 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR), SINGLE AUDIT REPORT AND THE FINANCIAL AND COMPLIANCE AUDIT FOR THE MEASURE W - SAFE, CLEAN WATER REGIONAL PROGRAM

I. SUMMARY

This report is to request Council's approval of Amendment No. 3 with Vasquez and Company, LLP for an additional one-year term for the audit of the City's Fiscal Year 2024-25 Annual Comprehensive Financial Report (ACFR), Single Audit Report and the financial and compliance audit of the Special Revenue Fund, Measure W - Safe, Clean Water Regional Program. The referenced professional services extend beyond the scope of services specified within the original contract.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 3 of the original Agreement with Vasquez and Company, LLP, for an additional one-year term, which extends contract expiration to June 14, 2026, for the audit of the City's Fiscal Year 2024-25 Annual Comprehensive Financial Report (ACFR), Single Audit Report and the financial and compliance audit of Measure W - Safe, Clean Water Regional Program.
2. AUTHORIZE the Mayor to execute Amendment No. 3 following approval as to form by the City Attorney. .

III. ALTERNATIVES

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

IV. BACKGROUND

Vasquez and Company, LLP performs mandatory independent Annual Financial Audit services and the issuance of Annual Comprehensive Financial Report (ACFR). On June 15, 2021, the City and Vasquez & Company, LLP entered into an initial Agreement, whereby Consultant agreed to provide an independent audit service of the City's financial statements and other related services as needed. The original Agreement was for a three-year term beginning June 15, 2021 and expiring June 14, 2024 for a not to exceed amount of $215,132 over the three-year term with the option to extend the term for two additional one-year periods.

On July 5, 2023, Amendment No. 1 was entered into for an additional $75,664 audit services cost for the implementation of GASB 87, Lease Accounting, and new program for Single Audit (ARPA/SLFRF). The requested audit services extended beyond the original Scope of Services specified within the original Agreement with the consultant, thereby increasing the total contract sum to $288,667.

On January 9, 2024, the Amendment No. 2 was entered into to extend the Agreement term by one (1) year from June 15, 2024 to June 14, 2025 ("First Extension Period") for the Fiscal Year 2023-24 audit. The Scope of Services further expanded to include Measure W Audit ("Additional Measure W Audit Services") commencing Fiscal Year 2022-23 and continuing through the First Extension Period. The not to exceed additional cost approved under Amendment No. 2 is $114,623 as follows: (i) $9,000 for Fiscal Year 2022/23; and (ii) $105,623 for the First Extension Period, bringing the adjusted not-to-exceed Contract Sum to $403,290.

The City and Consultant are currently seeking to extend the Agreement term by one (1) final year, extending the term from June 15, 2025 to June 14, 2026, ("Second Extension Period") to complete the Fiscal Year 2024/25 audit, and continue providing Additional Scope of Services and Additional Measure W Audit Services for the audit for Fiscal Year 2023/24. The not to exceed additional cost approved under Amendment No. 3 is $112,995 as follows: (i) $77,583 for Fiscal Year 2024/25 audit; and (ii) $35,214 for the Additional Scope of Services and Additional Measure W Audit Services to be performed during the Second Extension Period, bringing the adjusted not-to-exceed Contract Sum to $516,285.

Staff is seeking Council approval of Amendment No. 3 for a not-to exceed additional cost of $112,995 for Fiscal Year 2024-25 annual financial audit, bringing the adjusted not-to-exceed Contract Sum to $516,285.

V. FISCAL IMPACT

No Fiscal Impact.

Should the City Council approve the recommendation, the requested $112,995 will be allocated in the FY 25-26 General Fund budget, within the Finance departmental account 101-60-620-101-6004.

VI. EXHIBITS

1. Original Contract with Vasquez and Company, LLP
2. Amendment No. 1 to Agreement with Vasquez and Company, LLP
3. Amendment No. 2 to Agreement with Vasquez and Company, LLP
4. Amendment No. 3 to Agreement with Vasquez and Company, LLP

William Jefferson, Finance Director/Hnin Phyu, Accounting Manager

Attachments

C-21-081 - VASQUEZ AND COMPANY LLC 2021 JUN 24.pdf

Amendment No.1 - Vasquez Company_FINAL 4.15.25 CC Mtg.pdf

Amendment 2 Vasquez Company - Approved 4.15.25 CC Mtg.pdf

Amendment 3 Vasquez _ Company(1063151.1).pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

VASQUEZ & COMPANY, LLP

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
VASQUEZ & COMPANY, LLP

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this _____ day of June, 2021 by and between the City of Carson, a California municipal corporation ("City") and Vasquez & Company, LLP, a California limited liability partnership ("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, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal 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 scope set out in Consultant's Proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Familiarity with Work.

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

1.6 Care of Work.

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

1.7 Further Responsibilities of Parties.

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

1.8 Additional Services.

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

1.9 Special Requirements.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Fifteen Thousand One Hundred Thirty Two Dollars **($215,132)** (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) year 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:

Cristy Canieda	Partner
(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 Tarik Rahmani, Finance Director, or such person as may be 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 venture 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 (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, 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.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) 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".

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] CAC
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, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

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

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

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

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

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

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable,

shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection

therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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 CHC

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

Lula Davis-Holmes, Mayor

ATTEST:

John Carroll, Chief Deputy City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

VASQUEZ & COMPANY, LLP,
a California limited liability partnership

By: Cristy A. Canieda
Name: CRISTY CANIEDA
Title: PARTNER

By:_____
Name:
Title:
Address: 655 N. Central Avenue, Suite 1550
Glendale, CA 91203

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 _____, 2021 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 _____, 2021 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Audit the City of Carson's financial statements for fiscal years ending June 30, 2021 through June 30, 2023, and through fiscal years ending June 30, 2024 and June 30, 2025 if the options to extend the Agreement term are exercised, in accordance with generally accepted auditing standards in the United States of America, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (2018) issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget Guidance.

A. Audit of City Financial Statements. Conduct an audit of the City's financial statements in accordance with the generally accepted accounting principles accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States and other applicable laws and regulations that shall include the following:

1. Audit Planning Procedures shall include:

   (a) Pre-audit conference with the City to establish process or communication between the audit team and City staff.

   (b) Discussion of any new accounting pronouncements to be implemented in the current year.

   (c) Establish scope of work and timing of fieldwork.

2. Interim Fieldwork shall include:

   Gathering information about the City and its environment, including internal control:

   (a) Evaluate design of internal controls that are relevant to the audit and determine whether the control, either individually or in combination is capable of effecting, preventing or detecting and correcting material misstatements.

   (b) Determine that controls exist and that the City is using controls.

   (c) Specific areas to review include:

      (i) Accounts payable/cash disbursements b

      (ii) Accounts receivable/cash receipts

      (iii) Payroll disbursements

      (iv) Utility billing process

      (v) Investment compliance

      (vi) Property and equipment

   (d) Review of minutes of the City of Carson.

(e) Review of important contracts and debt agreements.

(f) Interim exit conference with the City to review results of interim fieldwork, including any findings.

3. Final Audit Work shall include:

During the final audit work, Consultant shall assess "risk" of material misstatement based on understanding of the City's audit environment, including its internal control, to identify account balances to audit that appear in the City's financial statements. Consultant shall specifically tailor its audit programs to address any significant risks identified.

(a) Confirmation of cash and investments balances and testing of bank reconciliations.

(b) Confirm significant receivable balances or review subsequent cash receipts to verify receivable balance.

(c) Search for unrecorded liabilities.

(d) Testing of internal fund balances and transfers.

(e) Test capital asset additions and depreciation expense.

(f) Confirm long-term debt balances and review the accounting treatment of debt issued or refunded.

(g) Test support for other significant assets or liabilities.

(h) Analytical procedures on balance sheet and revenue and expenditure accounts, to evaluate and explain unusual fluctuations from prior year balances or current year budgeted amounts.

(i) Review of attorney Idlers for significant legal matters affecting the City's financial position.

(j) An exit conference to review any significant adjustments or findings.

4. Analysis of Internal Controls:

(a) Consultant's audit shall include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement or the financial statements and to design the nature, timing, and extent of further audit procedures.

(b) Consultant shall obtain an understanding of the internal controls by completing narratives and checklists for various processes related to internal control. Tests of controls may be performed to test the effectiveness of certain controls that Consultant considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(c) Consultant shall perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that are relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program.

(d) Consultant shall communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

B. Financial Audit of the Carson Redevelopment Successor Agency.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

(b) Audit the balances reported for cash, investments, receivables, payables, capital assets, and long-term liabilities as of the end of the year.

(c) Review the activity reported on the Carson Redevelopment Successor Agency's Recognized Obligation Payment Schedules (ROPS).

(d) Review the activities of the Successor Agency to ensure compliance with AB 26, AB 1484, and other relevant legislation enacted.

(e) Test the effectiveness of certain controls Consultant considers relevant to (1) preventing and detecting errors and fraud that are material to the financial statements and (2) to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(f) Perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each federal award program.

C. Financial Audit of the Carson Housing Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

D. Financial Audit of the Carson Reclamation Joint Powers Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

E. Single Audit of Federal Grants. Audit shall be performed lo meet the requirements of Title 2 of the U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost/Principles, and Audit Requirements for Federal

Award-. (Uniform Guidance). The Single Audit shall be performed in accordance with all of the requirements of the Single Audit Act, the Uniform Guidance, and Government Auditing Standards issued by the GAO (the "Yellow Book") for cities that expend greater than $750,000 in federal awards in fiscal year 2020-2021 and subsequent years.

1. Single Audit shall include:

   (a) Identification of the major and nonmajor federal programs of the City through the risk-based approach required by the Uniform Guidance. This approach includes consideration of current and prior audit experience, oversight by Federal agencies and pass- through entities, and the inherent risk of the federal program.

   (b) Review all federal and industry-specific publications and guidance and inform the City of any recent changes.

   (c) Performance of tests and controls to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with applicable compliance requirements. If weaknesses in the internal controls are noted, Consultant will modify audit program as needed.

   (d) Tests of transactions related to major federal award programs for compliance and applicable compliance requirements and certain provisions of laws, regulations, contracts and grant agreements.

   (e) Utilizing applicable procedures described in the Uniform Guidance for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to major programs in Consultant's report on compliance issued pursuant to the Uniform Guidance.

   (f) Report shall include the appropriate schedules reports on internal controls when federal expenditures meet or exceed the threshold requiring a Single Audit.

   (g) Assist the City in completing and filing the Data Collection Form.

F. An Agreed-Upon Procedures Review of the City's GANN Appropriations Limit.

   1. Review shall test compliance with Article XIIIB of the California Constitution pertaining to the City's appropriation limit.

   2. Consultant shall prepare a letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

G. Prepare and submit a Management Letter. Management Letter shall include any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

H. Additional Services:

1. Preparation of City's Comprehensive Annual Financial Report (Annual Report).
2. Preparation of City's State Controller's Annual Financial Transactions Report.
3. Preparation of City's State Controller's Annual Street Report to State Controller.
4. Preparation of City's Air Quality Improvement Special Revenue Fund Report.

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

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

C. City's Comprehensive Annual Financial Report (Annual Report).

D. City's State Controller's Annual Financial Transactions Report.

E. City's State Controller's Annual Street Report to State Controller.

F. City's Air Quality Improvement Special Revenue Fund 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:

As needed and as requested verbally by 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. Cristy Canieda, Partner

B. Roger Martinez, Partner

C. Isidro Conde, Audit Sr. Manager

D. Arlene Pingul, Audit Manager

E. Michelle De Guzman, IT Sr. Manager

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:

"Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***three***~~one~~ (~~1~~***3***) year***s*** from the date hereof ***which is June 14, 2024***, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***City may, in its sole discretion, extend the term of the Agreement for two (2) additional one-year terms, with the first extension period expiring on June 14, 2025 and the second extension period expiring on June 14, 2026.***"

II. Section 6.3, "Ownership of Documents," of the Agreement is hereby amended to read in its entirety as follows:

"***With the exception of any audit workpapers,*** 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, Consultant 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks for the following amounts:

	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
City's Financial Audit	$34,108	$34,108	$35,132	$36,185	$37,271
Single Audit	$8,660	$8,660	$8,919	$9,187	$9,463
GANN AUP Report	$486	$486	$501	$516	$531
Successor Agency Audit	$4,507	$4,507	$4,642	$4,781	$4,924
Housing Authority Audit	$2,916	$2,916	$3,003	$3,094	$3,186
Reclamation JPA Audit	$6,539	$6,539	$6,735	$6,937	$7,145
CAFR Preparation	$7,953	$7,953	$8,191	$8,437	$8,690
City's FTR	$3,259	$3,269	$3,368	$3,469	$3,573
City's Street Report	$2,563	$2,563	$2,639	$2,719	$2,800
TOTALS:	**$71,001**	**$71,001**	**$73,130**	**$73,325***	**$77,583***

*Applies if Agreement term is extended per Section 3.4.

III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of **services.**

NOT APPLICABLE

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

V. 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.

VI. The total compensation for the Services shall not exceed $215,132, as provided in Section 2.1 of this Agreement.

VII. The Consultant's billing rates for all personnel and other incidental costs are attached as Exhibit C- 1.

EXHIBIT "C-1"
RATE SCHEDULE

Partners	$285/hr
Managers	$180/hr
Supervisors	$140/hr
Senior Auditors	$120/hr
Staff Auditors	$100/hr

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Tasks will be continuous, on-going and as directed by the Contract Officer.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution, by no later than December 31 each year.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits, by no later than December 31 each year.

C. City's Comprehensive Annual Financial Report (Annual Report), by no later than December 31 each year.

D. City's State Controller's Annual Financial Transactions Report, by no later than January 31 each year.

E. City's State Controller's Annual Street Report to State Controller, by no later than December 1 each year.

F. City's Air Quality Improvement Special Revenue Fund Report, by no later than March each year with the exact date within March to be provide by the Contract Officer, it being understood that AQMD sets the annual deadline.

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

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and VASQUEZ & COMPANY, LLP, a California limited liability partnership ("Consultant"), is effective as of the 5th day of July, 2023. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 15, 2021 ("Agreement"), whereby Consultant agreed to audit City's financial statements for a three year term for fiscal years ending June 30, 2021 through June 30, 2023 ("Original Scope of Services"), and through fiscal years ending June 30, 2024 and June 30, 2025, if City should exercise its two one-year options to extend the term of the Agreement.

B. Although the Agreement provided for a not-to-exceed Contract Sum of $215,132, there was an inadvertent error when the City Council awarded the Agreement on June 15, 2021 for a not-to-exceed amount of $213,003, which amount is $2,129 less than the $215,132 amount stated in the Agreement. Accordingly, the Parties acknowledge, understand and agree that the actual not-to-exceed Contract Sum in the Agreement that was lawfully approved is $213,003.

C. For fiscal year ending June 30, 2021, City incurred an additional $5,000 fee for additional major federal program for Single Audit, which fee caused City to exceed its estimated budget of $71,001 for the first year of the Agreement term by $5,000.

D. For fiscal year ending June 30, 2022, pursuant to Section 1.8 of the Agreement which permits the City's Contract Officer to approve extra work and associated cost up to 10% of the Contract Sum or $25,000, whichever is less, additional services for implementation of GASB 87, Lease Accounting as authorized by the Contract Officer on November 30, 2022, were provided by Consultant for a total not-to-exceed cost of $5,000, thereby resulting in City exceeding its estimated budget of $71,001 for the second year of the Agreement term by $5,000. City further exceeded its budget for the second year by an additional $27,745 due to additional hours incurred by Consultant associated with (i) a new program for Single Audit (ARPA/CSLFRF), (ii) audit procedures performed relative to GASB 87 implementation, and (iii) various adjustments posted after the trial balance was provided.

E. City and Consultant now desire to amend the Agreement to increase the not-to-exceed Contract Sum by an additional $75,664 (this amount is inclusive of the $5,000 approved by the Contract Officer for the audit for fiscal year ending June 30, 2022) thereby bringing the increased total to $288,667, to allow Consultant to conduct the audit of financial statement(s) for fiscal year ending June 30, 2023 (and through fiscal years ending June 30, 2024 and June 30, 2025 at additional cost, if City should exercise its two one-year options to extend the term of the Agreement) arising from City's request for Consultant to perform GASB pronouncement implementation audit related to the new GASB standards ("Additional Scope of Services"). The

Additional Scope of Services will be performed at increased hourly billing rates. This new total of $288,667 includes an amount of $35,790 for the Additional Scope of Services, an upward adjustment of $2,129 to correct the error when City Council approved the Agreement for $213,003 rather than the correct amount of $215,132, the $5,000 fee overage associated with the audit for fiscal year ending June 30, 2021, the $5,000 approved by the Contract Officer for the audit for fiscal year ending June 30, 2022, and the $27,745 fee overage associated with the audit for fiscal year ending June 30, 2022.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

> "2.1 Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred ***Eighty Eight*** ~~Fifteen~~ Thousand ***Six*** ~~One~~ Hundred ***Sixty Seven*** ~~Thirty Two~~ Dollars **($288,667~~$215,132~~)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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

See attached.

D. Exhibit "C-1" (Rate Schedule) of the Agreement is hereby amended to read in its entirety as follows:

E. Exhibit "D" (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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 the 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, including but not limited to, the $5,000 approved by the Contract Officer for the audit for fiscal year ending June 30, 2022. 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
[rjl]

CONTRACTOR:

VASQUEZ & COMPANY, LLP, a California limited liability partnership

By: Cristy A. Canieda
Name: Cristy A. Canieda
Title: Partner

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 _____, 2023 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 _____, 2023 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Original Scope of Services

Audit the City of Carson's financial statements for fiscal years ending June 30, 2021 through June 30, 2023, and through fiscal years ending June 30, 2024 and June 30, 2025 if the options to extend the Agreement term are exercised, in accordance with generally accepted auditing standards in the United States of America, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (2018) issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget Guidance.

A. Audit of City Financial Statements. Conduct an audit of the City's financial statements in accordance with the generally accepted accounting principles accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States and other applicable laws and regulations that shall include the following:

1. Audit Planning Procedures shall include:

   (a) Pre-audit conference with the City to establish process or communication between the audit team and City staff.

   (b) Discussion of any new accounting pronouncements to be implemented in the current year.

   (c) Establish scope of work and timing of fieldwork.

2. Interim Fieldwork shall include:

   Gathering information about the City and its environment, including internal control:

   (a) Evaluate design of internal controls that are relevant to the audit and determine whether the control, either individually or in combination is capable of effecting, preventing or detecting and correcting material misstatements.

   (b) Determine that controls exist and that the City is using controls.

   (c) Specific areas to review include:

      (i) Accounts payable/cash disbursements b

      (ii) Accounts receivable/cash receipts

      (iii) Payroll disbursements

      (iv) Utility billing process

      (v) Investment compliance

      (vi) Property and equipment

(d) Review of minutes of the City of Carson.

(e) Review of important contracts and debt agreements.

(f) Interim exit conference with the City to review results of interim fieldwork, including any findings.

3. Final Audit Work shall include:

During the final audit work, Consultant shall assess "risk" of material misstatement based on understanding of the City's audit environment, including its internal control, to identify account balances to audit that appear in the City's financial statements. Consultant shall specifically tailor its audit programs to address any significant risks identified.

(a) Confirmation of cash and investments balances and testing of bank reconciliations.

(b) Confirm significant receivable balances or review subsequent cash receipts to verify receivable balance.

(c) Search for unrecorded liabilities.

(d) Testing of internal fund balances and transfers.

(e) Test capital asset additions and depreciation expense.

(f) Confirm long-term debt balances and review the accounting treatment of debt issued or refunded.

(g) Test support for other significant assets or liabilities.

(h) Analytical procedures on balance sheet and revenue and expenditure accounts, to evaluate and explain unusual fluctuations from prior year balances or current year budgeted amounts.

(i) Review of attorney Idlers for significant legal matters affecting the City's financial position.

(j) An exit conference to review any significant adjustments or findings.

4. Analysis of Internal Controls:

(a) Consultant's audit shall include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement or the financial statements and to design the nature, timing, and extent of further audit procedures.

(b) Consultant shall obtain an understanding of the internal controls by completing narratives and checklists for various processes related to internal control. Tests of controls may be performed to test the effectiveness of certain controls that Consultant considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements

resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(c) Consultant shall perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that are relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program.

(d) Consultant shall communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

B. Financial Audit of the Carson Redevelopment Successor Agency.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

(b) Audit the balances reported for cash, investments, receivables, payables, capital assets, and long-term liabilities as of the end of the year.

(c) Review the activity reported on the Carson Redevelopment Successor Agency's Recognized Obligation Payment Schedules (ROPS).

(d) Review the activities of the Successor Agency to ensure compliance with AB 26, AB 1484, and other relevant legislation enacted.

(e) Test the effectiveness of certain controls Consultant considers relevant to (1) preventing and detecting errors and fraud that are material to the financial statements and (2) to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(f) Perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each federal award program.

C. Financial Audit of the Carson Housing Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

D. Financial Audit of the Carson Reclamation Joint Powers Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

E. Single Audit of Federal Grants. Audit shall be performed lo meet the requirements of Title 2 of the U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost/Principles, and Audit Requirements for Federal Award-. (Uniform Guidance). The Single Audit shall be performed in accordance with all of the requirements of the Single Audit Act, the Uniform Guidance, and Government Auditing Standards issued by the GAO (the "Yellow Book") for cities that expend greater than $750,000 in federal awards in fiscal year 2020-2021 and subsequent years.

1. Single Audit shall include:

(a) Identification of the major and nonmajor federal programs of the City through the risk-based approach required by the Uniform Guidance. This approach includes consideration of current and prior audit experience, oversight by Federal agencies and pass- through entities, and the inherent risk of the federal program.

(b) Review all federal and industry-specific publications and guidance and inform the City of any recent changes.

(c) Performance of tests and controls to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with applicable compliance requirements. If weaknesses in the internal controls are noted, Consultant will modify audit program as needed.

(d) Tests of transactions related to major federal award programs for compliance and applicable compliance requirements and certain provisions of laws, regulations, contracts and grant agreements.

(e) Utilizing applicable procedures described in the Uniform Guidance for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to major programs in Consultant's report on compliance issued pursuant to the Uniform Guidance.

(f) Report shall include the appropriate schedules reports on internal controls when federal expenditures meet or exceed the threshold requiring a Single Audit.

(g) Assist the City in completing and filing the Data Collection Form.

F. An Agreed-Upon Procedures Review of the City's GANN Appropriations Limit.

1. Review shall test compliance with Article XIIIB of the California Constitution pertaining to the City's appropriation limit.

2. Consultant shall prepare a letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

G. Prepare and submit a Management Letter. Management Letter shall include any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

H. Additional Services:

1. Preparation of City's Comprehensive Annual Financial Report (Annual Report).

2. Preparation of City's State Controller's Annual Financial Transactions Report.

3. Preparation of City's State Controller's Annual Street Report to State Controller.

4. Preparation of City's Air Quality Improvement Special Revenue Fund Report.

Additional Scope of Services

Conduct Governmental Accounting Standards Board ("GASB") pronouncement implementation audit related to the new GASB standards of the City of Carson's financial statements for fiscal year ending June 30, 2023, and through fiscal years ending June 30, 2024 and June 30, 2025 if the options to extend the Agreement term are exercised.

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

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

C. City's Comprehensive Annual Financial Report (Annual Report).

D. City's State Controller's Annual Financial Transactions Report.

E. City's State Controller's Annual Street Report to State Controller.

F. City's Air Quality Improvement Special Revenue Fund 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:

As needed and as requested verbally by 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. Cristy Canieda, Partner
B. Roger Martinez, Partner
C. Isidro Conde, Audit Sr. Manager
D. Arlene Pingul, Audit Manager
E. Mchelle De Guzman, IT Sr. Manager

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks *for the Original Scope of Services* for the following amounts:

	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
City's Financial Audit	$34,108	$34,108	$35,132	$36,185	$37,271
Single Audit	$8,660	$8,660	$8,919	$9,187	$9,463
GANN AUP Report	$486	$486	$501	$516	$531
Successor Agency Audit	$4,507	$4,507	$4,642	$4,781	$4,924
Housing Authority Audit	$2,916	$2,916	$3,003	$3,094	$3,186
Reclamation JPA Audit	$6,539	$6,539	$6,735	$6,937	$7,145
CAFR Preparation	$7,953	$7,953	$8,191	$8,437	$8,690
City's FTR	$3,259	$3,269	$3,368	$3,469	$3,573
City's Street Report	$2,563	$2,563	$2,639	$2,719	$2,800
TOTALS:	**$71,001**	**$71,001**	**$73,130**	**$73,325***	**$77,583***

*Applies if Agreement term is extended per Section 3.4.

Consultant shall perform the following tasks for the Additional Scope of Services for the following amounts:

	Hours	Additional Fee Amount (FY 2023)	Option Years: Additional Fee Amount (FY 2024)	Option Years: Additional Fee Amount (FY 2025)
New GASB Standards Implementation:				
GASB 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	20	$ 2,600 *	-	-
GASB Statement No. 96, Subscription-Based Information Technology Arrangements	48	6,240 *	-	-
GASB Statement No. 101, Compensated Absences	10		-	1,500
Additional audit procedures and review hours required to be performed to test GASB Statements 87, 94 and 96	24	3,120	3,276	3,440
Additional procedures and review hours related to the audit of CRA	24	3,120	3,276	3,440
Additional hours allocated for ACFR preparation, compilation and review to ensure compliance with the new GASB Standards	32	4,160	4,368	4,586
Adjustment due to higher operating costs resulting from higher inflation rate and labor shortage	-	3,550	3,728	3,914
Provision for any new/additional federal grants/programs required to be audited	40	5,200 **	5,460 **	5,733 **
Provision for any delay in the audit process; adjustments or corrections after the TB (a) Delay in the audit process and document gathering result in changes in staffing and delay in the completion of the engagement. Every adjustment has an impact on the Materiality, Audit Plan, Audit Strategy, Sampling Methodology, Actual Testworks, and Detailed Reviews of Incharge and Manager.	60	7,800 ***	8,190 **	8,600 **
	198	$ 35,790	$ 28,298	$ 31,212

* These will not be billed if the City decides to handle the new GASB Standards implementation.
** This will not be billed if there are no new federal grants/programs during the year.
The fee for each additional program is $5K.
*** This will not be billed if there are no delays and adjustments to correct the provided TB.

III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of **services.**

NOT APPLICABLE

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

V. 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.

VI. The total compensation for the Services shall not exceed *$288,667*~~$215,132~~, as provided in Section 2.1 of this Agreement.

VII. The Consultant's billing rates for all personnel and other incidental costs are attached as Exhibit C- 1.

EXHIBIT "C-1"
RATE SCHEDULE

Original Scope of Services

Partners	$285/hr
Managers	$180/hr
Supervisors	$140/hr
Senior Auditors	$120/hr
Staff Auditors	$100/hr

Additional Scope of Services

Partners	***$375/hr***
Director	***$300/hr***
Sr. Manager	***$250/hr***
Managers	***$225/hr***
Supervisors	***$200/hr***
Senior Auditors	***$175/hr***
Staff Auditors	***$140/hr***

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Tasks will be continuous, on-going and as directed by the Contract Officer ***except that the GASB related analysis and reporting must be completed before the start of any Fiscal Year Financial Audit***.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution, by no later than December 31 each year.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits, by no later than December 31 each year.

C. City's Comprehensive Annual Financial Report (Annual Report), by no later than December 31 each year.

D. City's State Controller's Annual Financial Transactions Report, by no later than January 31 each year.

E. City's State Controller's Annual Street Report to State Controller, by no later than December 1 each year.

F. City's Air Quality Improvement Special Revenue Fund Report, by no later than March each year with the exact date within March to be provide by the Contract Officer, it being understood that AQMD sets the annual deadline.

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

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City"), and VASQUEZ & COMPANY, LLP, a California limited liability partnership ("Consultant"), is effective as of the 9th day of January 2024. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 15, 2021 ("Agreement"), whereby Consultant agreed to audit City's financial statements for a three year term for fiscal years ending June 30, 2021 through June 30, 2023 ("Original Scope of Services"), and through fiscal years ending June 30, 2024 and June 30, 2025, if City should exercise its two one-year options to extend the term of the Agreement.

B. Although the Agreement provided for a not-to-exceed Contract Sum of $215,132, there was an inadvertent error when the City Council awarded the Agreement on June 15, 2021 for a not-to-exceed amount of $213,003, which amount is $2,129 less than the $215,132 amount stated in the Agreement. Accordingly, the Parties acknowledge, understand and agree that the actual not-to-exceed Contract Sum in the Agreement that was lawfully approved is $213,003.

C. For fiscal year ending June 30, 2021, City incurred an additional $5,000 fee for additional major federal program for Single Audit, which fee caused City to exceed its estimated budget of $71,001 for the first year of the Agreement term by $5,000.

D. For fiscal year ending June 30, 2022, pursuant to Section 1.8 of the Agreement which permits the City's Contract Officer to approve extra work and associated cost up to 10% of the Contract Sum or $25,000, whichever is less, additional services for implementation of GASB 87, Lease Accounting as authorized by the Contract Officer on November 30, 2022, were provided by Consultant for a total not-to-exceed cost of $5,000, thereby resulting in City exceeding its estimated budget of $71,001 for the second year of the Agreement term by $5,000. City further exceeded its budget for the second year by an additional $27,745 due to additional hours incurred by Consultant associated with (i) a new program for Single Audit (ARPA/CSLFRF), (ii) audit procedures performed relative to GASB 87 implementation, and (iii) various adjustments posted after the trial balance was provided.

E. On July 5, 2023, City and Consultant amended the Agreement to increase the not-to-exceed Contract Sum by an additional $75,664 (this amount is inclusive of the $5,000 approved by the Contract Officer for the audit for fiscal year ending June 30, 2022) thereby bringing the increased total to $288,667, to allow Consultant to conduct the audit of financial statement(s) for fiscal year ending June 30, 2023 (and through fiscal years ending June 30, 2024 and June 30, 2025 at additional cost, if City should exercise its two one-year options to extend the term of the Agreement) arising from City's request for Consultant to perform GASB pronouncement implementation audit related to the new GASB standards ("Additional Scope of Services"). The

Additional Scope of Services were to be performed at increased hourly billing rates. This new total of $288,667 includes an amount of $35,790 for the Additional Scope of Services, an upward adjustment of $2,129 to correct the error when City Council approved the Agreement for $213,003 rather than the correct amount of $215,132, the $5,000 fee overage associated with the audit for fiscal year ending June 30, 2021, the $5,000 approved by the Contract Officer for the audit for fiscal year ending June 30, 2022, and the $27,745 fee overage associated with the audit for fiscal year ending June 30, 2022.

F. Now, the Parties seek to extend the Agreement term by one (1) year, extending the term from June 15, 2024 until June 14, 2025 ("First Extension Period") to complete the Fiscal Year 2023/24 audit, and expand the Scope of Services to add Measure W Audit ("Additional Measure W Audit Services") commencing with the audit for Fiscal Year 2022/23 and continuing through the First Extension Period and the second extended term, if the Agreement is further extended for a second one (1) year term. The not to exceed additional cost to be approved under this Amendment No. 2 is $114,623 as follows: (i) $9,000 for Fiscal Year 2022/23; and (ii) $105,623 for the First Extension Period, bringing the adjusted not-to-exceed Contract Sum to $403,290.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

> "2.1 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*** ~~Two~~ Hundred ***Three*** ~~Eighty Eight~~ Thousand ***Two*** ~~Six~~ Hundred ***Ninety*** ~~Sixty Seven~~ Dollars **(*$403,290*** ~~**$288,667**~~**)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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

See attached.

D. Exhibit "C-1" (Rate Schedule) of the Agreement is hereby amended to read in its entirety as follows:

E. Exhibit "D" (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 on the date and year first-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]

CONTRACTOR:

VASQUEZ & COMPANY, LLP, a California limited liability partnership

By:_____
Name: Cristy A. Canieda
Title: Partner

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 _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Original Scope of Services

Audit the City of Carson's financial statements for fiscal years ending June 30, 2021 through June 30, 2023, and through fiscal years ending June 30, 2024 and June 30, 2025 if the options to extend the Agreement term are exercised, in accordance with generally accepted auditing standards in the United States of America, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (2018) issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget Guidance.

A. Audit of City Financial Statements. Conduct an audit of the City's financial statements in accordance with the generally accepted accounting principles accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States and other applicable laws and regulations that shall include the following:

1. Audit Planning Procedures shall include:

   (a) Pre-audit conference with the City to establish process or communication between the audit team and City staff.

   (b) Discussion of any new accounting pronouncements to be implemented in the current year.

   (c) Establish scope of work and timing of fieldwork.

2. Interim Fieldwork shall include:

   Gathering information about the City and its environment, including internal control:

   (a) Evaluate design of internal controls that are relevant to the audit and determine whether the control, either individually or in combination is capable of effecting, preventing or detecting and correcting material misstatements.

   (b) Determine that controls exist and that the City is using controls.

   (c) Specific areas to review include:

      (i) Accounts payable/cash disbursements b

      (ii) Accounts receivable/cash receipts

      (iii) Payroll disbursements

      (iv) Utility billing process

      (v) Investment compliance

      (vi) Property and equipment

(d) Review of minutes of the City of Carson.

(e) Review of important contracts and debt agreements.

(f) Interim exit conference with the City to review results of interim fieldwork, including any findings.

3. Final Audit Work shall include:

During the final audit work, Consultant shall assess "risk" of material misstatement based on understanding of the City's audit environment, including its internal control, to identify account balances to audit that appear in the City's financial statements. Consultant shall specifically tailor its audit programs to address any significant risks identified.

(a) Confirmation of cash and investments balances and testing of bank reconciliations.

(b) Confirm significant receivable balances or review subsequent cash receipts to verify receivable balance.

(c) Search for unrecorded liabilities.

(d) Testing of internal fund balances and transfers.

(e) Test capital asset additions and depreciation expense.

(f) Confirm long-term debt balances and review the accounting treatment of debt issued or refunded.

(g) Test support for other significant assets or liabilities.

(h) Analytical procedures on balance sheet and revenue and expenditure accounts, to evaluate and explain unusual fluctuations from prior year balances or current year budgeted amounts.

(i) Review of attorney Idlers for significant legal matters affecting the City's financial position.

(j) An exit conference to review any significant adjustments or findings.

4. Analysis of Internal Controls:

(a) Consultant's audit shall include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement or the financial statements and to design the nature, timing, and extent of further audit procedures.

(b) Consultant shall obtain an understanding of the internal controls by completing narratives and checklists for various processes related to internal control. Tests of controls may be performed to test the effectiveness of certain controls that Consultant considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements

resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(c) Consultant shall perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that are relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program.

(d) Consultant shall communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

B. Financial Audit of the Carson Redevelopment Successor Agency.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

(b) Audit the balances reported for cash, investments, receivables, payables, capital assets, and long-term liabilities as of the end of the year.

(c) Review the activity reported on the Carson Redevelopment Successor Agency's Recognized Obligation Payment Schedules (ROPS).

(d) Review the activities of the Successor Agency to ensure compliance with AB 26, AB 1484, and other relevant legislation enacted.

(e) Test the effectiveness of certain controls Consultant considers relevant to (1) preventing and detecting errors and fraud that are material to the financial statements and (2) to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(f) Perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each federal award program.

C. Financial Audit of the Carson Housing Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

D. Financial Audit of the Carson Reclamation Joint Powers Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

E. Single Audit of Federal Grants. Audit shall be performed lo meet the requirements of Title 2 of the U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost/Principles, and Audit Requirements for Federal Award-. (Uniform Guidance). The Single Audit shall be performed in accordance with all of the requirements of the Single Audit Act, the Uniform Guidance, and Government Auditing Standards issued by the GAO (the "Yellow Book") for cities that expend greater than $750,000 in federal awards in fiscal year 2020-2021 and subsequent years.

1. Single Audit shall include:

(a) Identification of the major and nonmajor federal programs of the City through the risk-based approach required by the Uniform Guidance. This approach includes consideration of current and prior audit experience, oversight by Federal agencies and pass- through entities, and the inherent risk of the federal program.

(b) Review all federal and industry-specific publications and guidance and inform the City of any recent changes.

(c) Performance of tests and controls to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with applicable compliance requirements. If weaknesses in the internal controls are noted, Consultant will modify audit program as needed.

(d) Tests of transactions related to major federal award programs for compliance and applicable compliance requirements and certain provisions of laws, regulations, contracts and grant agreements.

(e) Utilizing applicable procedures described in the Uniform Guidance for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to major programs in Consultant's report on compliance issued pursuant to the Uniform Guidance.

(f) Report shall include the appropriate schedules reports on internal controls when federal expenditures meet or exceed the threshold requiring a Single Audit.

(g) Assist the City in completing and filing the Data Collection Form.

F. An Agreed-Upon Procedures Review of the City's GANN Appropriations Limit.

1. Review shall test compliance with Article XIIIB of the California Constitution pertaining to the City's appropriation limit.

2. Consultant shall prepare a letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

G. Prepare and submit a Management Letter. Management Letter shall include any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

H. Additional Services:

1. Preparation of City's Comprehensive Annual Financial Report (Annual Report).
2. Preparation of City's State Controller's Annual Financial Transactions Report.
3. Preparation of City's State Controller's Annual Street Report to State Controller.
4. Preparation of City's Air Quality Improvement Special Revenue Fund Report.

Additional Scope of Services

Conduct Governmental Accounting Standards Board ("GASB") pronouncement implementation audit related to the new GASB standards of the City of Carson's financial statements for fiscal year ending June 30, 2023, and through fiscal years ending June 30, 2024 and June 30, 2025 if the options to extend the Agreement term are exercised.

Additional Measure W Audit Services

Conduct Measure W audit for fiscal years ending June 30, 2023 and June 30, 2024, and for fiscal year ending June 30, 2025 if the second and final option to extend the Agreement term is exercised.

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

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

C. City's Comprehensive Annual Financial Report (Annual Report).

D. City's State Controller's Annual Financial Transactions Report.

E. City's State Controller's Annual Street Report to State Controller.

F. City's Air Quality Improvement Special Revenue Fund 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:

As needed and as requested verbally by 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. Cristy Canieda, Partner

B. Roger Martinez, Partner

C. Isidro Conde, Audit Sr. Manager

D. Arlene Pingul, Audit Manager

E. Mchelle De Guzman, IT Sr. Manager

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks for the Original Scope of Services for the following amounts:

	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
City's Financial Audit	$34,108	$34,108	$35,132	$36,185	$37,271
Single Audit	$8,660	$8,660	$8,919	$9,187	$9,463
GANN AUP Report	$486	$486	$501	$516	$531
Successor Agency Audit	$4,507	$4,507	$4,642	$4,781	$4,924
Housing Authority Audit	$2,916	$2,916	$3,003	$3,094	$3,186
Reclamation JPA Audit	$6,539	$6,539	$6,735	$6,937	$7,145
CAFR Preparation	$7,953	$7,953	$8,191	$8,437	$8,690
City's FTR	$3,259	$3,269	$3,368	$3,469	$3,573
City's Street Report	$2,563	$2,563	$2,639	$2,719	$2,800
TOTALS:	**$71,001**	**$71,001**	**$73,130**	**$73,325***	**$77,583***

*Applies if Agreement term is extended per Section 3.4.

Consultant shall perform the following tasks for the Additional Scope of Services ***and Additional Measure W Audit Services*** for the following amounts:

	Hours	Additional Fee Amount (FY 2023)	Option Years: Additional Fee Amount (FY 2024)	Option Years: Additional Fee Amount (FY 2025)
New GASB Standards Implementation:				
GASB 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	20	$ 2,600 *	-	-
GASB Statement No. 96, Subscription-Based Information Technology Arrangements	48	6,240 *	-	-
GASB Statement No. 101, Compensated Absences	10		-	1,500
Additional audit procedures and review hours required to be performed to test GASB Statements 87, 94 and 96	24	3,120	3,276	3,440
Additional procedures and review hours related to the audit of CRA	24	3,120	3,276	3,440
Additional hours allocated for ACFR preparation, compilation and review to ensure compliance with the new GASB Standards	32	4,160	4,368	4,586
Adjustment due to higher operating costs resulting from higher inflation rate and labor shortage	-	3,550	3,728	3,914
Provision for any new/additional federal grants/programs required to be audited	40	5,200 **	5,460 **	5,733 **
Provision for any delay in the audit process; adjustments or corrections after the TB (a) Delay in the audit process and document gathering result in changes in staffing and delay in the completion of the engagement. Every adjustment has an impact on the Materiality, Audit Plan, Audit Strategy, Sampling Methodology, Actual Testworks, and Detailed Reviews of Incharge and Manager.	60	7,800 ***	8,190 **	8,600 **
Measure W Audit	70	9,000	4,000	4,200
	328	$ 44,790	$ 32,298	$ 35,412

* These will not be billed if the City decides to handle the new GASB Standards implementation.
** This will not be billed if there are no new federal grants/programs during the year. The fee for each additional program is $5.2K.
*** This will not be billed if there are no delays and adjustments to correct the provided TB.

III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of **services.**

NOT APPLICABLE

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

V. 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.

VI. The total compensation for the Services shall not exceed *$403,290* ~~$288,667~~, as provided in Section 2.1 of this Agreement.

VII. The Consultant's billing rates for all personnel and other incidental costs are attached as Exhibit C- 1.

EXHIBIT "C-1"
RATE SCHEDULE

Original Scope of Services

Partners	$285/hr
Managers	$180/hr
Supervisors	$140/hr
Senior Auditors	$120/hr
Staff Auditors	$100/hr

Additional Scope of Services ***and Additional Measure W Audit Services***

Partners	$375/hr
Director	$300/hr
Sr. Manager	$250/hr
Managers	$225/hr
Supervisors	$200/hr
Senior Auditors	$175/hr
Staff Auditors	$140/hr

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Tasks will be continuous, on-going and as directed by the Contract Officer except that the GASB related analysis and reporting must be completed before the start of any Fiscal Year Financial Audit***, and the Measure W Audit must be completed by no later than March 31, 2024 for the Fiscal Year 2023/24 audit and March 31, 2025 for the audit during the First Extension Period***.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution, by no later than December 31 each year.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits, by no later than December 31 each year.

C. City's Comprehensive Annual Financial Report (Annual Report), by no later than December 31 each year.

D. City's State Controller's Annual Financial Transactions Report, by no later than January 31 each year.

E. City's State Controller's Annual Street Report to State Controller, by no later than December 1 each year.

F. City's Air Quality Improvement Special Revenue Fund Report, by no later than March each year with the exact date within March to be provide by the Contract Officer, it being understood that AQMD sets the annual deadline.

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

AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City"), and VASQUEZ & COMPANY, LLP, a California limited liability partnership ("Consultant"), is effective as of the 15th day of April, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated June 15, 2021 ("Agreement"), whereby Consultant agreed to audit City's financial statements for a three year term for fiscal years ending June 30, 2021 through June 30, 2023 ("Original Scope of Services"), and through fiscal years ending June 30, 2024 and June 30, 2025, if City should exercise its two one-year options to extend the term of the Agreement.

B. Although the Agreement provided for a not-to-exceed Contract Sum of $215,132, there was an inadvertent error when the City Council awarded the Agreement on June 15, 2021 for a not-to-exceed amount of $213,003, which amount is $2,129 less than the $215,132 amount stated in the Agreement. Accordingly, the Parties acknowledge, understand and agree that the actual not-to-exceed Contract Sum in the Agreement that was lawfully approved is $213,003.

C. For fiscal year ending June 30, 2021, City incurred an additional $5,000 fee for additional major federal program for Single Audit, which fee caused City to exceed its estimated budget of $71,001 for the first year of the Agreement term by $5,000.

D. For fiscal year ending June 30, 2022, pursuant to Section 1.8 of the Agreement which permits the City's Contract Officer to approve extra work and associated cost up to 10% of the Contract Sum or $25,000, whichever is less, additional services for implementation of GASB 87, Lease Accounting as authorized by the Contract Officer on November 30, 2022, were provided by Consultant for a total not-to-exceed cost of $5,000, thereby resulting in City exceeding its estimated budget of $71,001 for the second year of the Agreement term by $5,000. City further exceeded its budget for the second year by an additional $27,745 due to additional hours incurred by Consultant associated with (i) a new program for Single Audit (ARPA/CSLFRF), (ii) audit procedures performed relative to GASB 87 implementation, and (iii) various adjustments posted after the trial balance was provided.

E. On July 5, 2023, City and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to increase the not-to-exceed Contract Sum by an additional $75,664 (this amount is inclusive of the $5,000 approved by the Contract Officer for the audit for fiscal year ending June 30, 2022) thereby bringing the increased total to $288,667, to allow Consultant to conduct the audit of financial statement(s) for fiscal year ending June 30, 2023 (and through fiscal years ending June 30, 2024 and June 30, 2025 at additional cost, if City should exercise its two one-year options to extend the term of the Agreement) arising from City's request for Consultant to perform GASB pronouncement implementation audit related to the new GASB standards

("Additional Scope of Services"). The Additional Scope of Services were to be performed at increased hourly billing rates. This new total of $288,667 includes an amount of $35,790 for the Additional Scope of Services, an upward adjustment of $2,129 to correct the error when City Council approved the Agreement for $213,003 rather than the correct amount of $215,132, the $5,000 fee overage associated with the audit for fiscal year ending June 30, 2021, the $5,000 approved by the Contract Officer for the audit for fiscal year ending June 30, 2022, and the $27,745 fee overage associated with the audit for fiscal year ending June 30, 2022.

F. On January 9, 2024, City and Consultant entered into another amendment to the Agreement ("Amendment No. 2") to extend the Agreement term by one (1) year, extending the term from June 15, 2024 until June 14, 2025 ("First Extension Period") to complete the Fiscal Year 2023/24 audit, and expand the Scope of Services to add Measure W Audit ("Additional Measure W Audit Services") commencing with the audit for Fiscal Year 2022/23 and continuing through the First Extension Period and the second extended term, if the Agreement is further extended for a second one (1) year term. The not to exceed additional cost approved under Amendment No. 2 is $114,623 as follows: (i) $9,000 for Fiscal Year 2022/23; and (ii) $105,623 for the First Extension Period, bringing the adjusted not-to-exceed Contract Sum to $403,290.

G. Now, the City and Consultant seek to extend the Agreement term by one (1) final year, extending the term from June 15, 2025 until June 14, 2026 ("Second Extension Period") to complete the Fiscal Year 2024/25 audit, and continue providing Additional Scope of Services and Additional Measure W Audit Services for the audit for Fiscal Year 2023/24. The not to exceed additional cost approved under Amendment No. 3 is $112,995 as follows: (i) $77,583 for Fiscal Year 2024/25 audit; and (ii) $35,214 for the Additional Scope of Services and Additional Measure W Audit Services to be performed during the Second Extension Period, bringing the adjusted not-to-exceed Contract Sum to $516,285.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

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

> "2.1 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*** ~~Four~~ Hundred ***Sixteen*** ~~Three~~ Thousand Two Hundred ***Eighty Five*** ~~Ninety~~ Dollars **(*$516,285.00*~~$403,290~~)** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety 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 ***five***~~three~~ (***5***~~3~~) years from the date hereof which is June 14, 202***6***4, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ~~City may, in its sole discretion, extend the term of the Agreement for two (2) additional one-year terms, with the first extension period expiring on June 14, 2025 and the second extension period expiring on June 14, 2026.~~"

C. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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

See attached.

E. Exhibit "D" (Schedule of Performance) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

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

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1 and Amendment No. 2. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

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

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

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

5. **Authority.** The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

VASQUEZ & COMPANY, LLP, a California limited liability partnership

By:_____
Name: Cristy A. Canieda
Title: Partner

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

_____

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

Original Scope of Services

Audit the City of Carson's financial statements for fiscal years ending June 30, 2021 through June 30, 2023, and through fiscal years ending June 30, 2024 and June 30, 2025 if the options to extend the Agreement term are exercised, in accordance with generally accepted auditing standards in the United States of America, the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards (2018) issued by the Comptroller General of the United States, the provisions of the federal Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget Guidance.

A. Audit of City Financial Statements. Conduct an audit of the City's financial statements in accordance with the generally accepted accounting principles accepted in the United States of America and Government Auditing Standards issued by the Comptroller General of the United States and other applicable laws and regulations that shall include the following:

1. Audit Planning Procedures shall include:

   (a) Pre-audit conference with the City to establish process or communication between the audit team and City staff.

   (b) Discussion of any new accounting pronouncements to be implemented in the current year.

   (c) Establish scope of work and timing of fieldwork.

2. Interim Fieldwork shall include:

   Gathering information about the City and its environment, including internal control:

   (a) Evaluate design of internal controls that are relevant to the audit and determine whether the control, either individually or in combination is capable of effecting, preventing or detecting and correcting material misstatements.

   (b) Determine that controls exist and that the City is using controls.

   (c) Specific areas to review include:

      (i) Accounts payable/cash disbursements b

      (ii) Accounts receivable/cash receipts

      (iii) Payroll disbursements

      (iv) Utility billing process

      (v) Investment compliance

      (vi) Property and equipment

(d) Review of minutes of the City of Carson.

(e) Review of important contracts and debt agreements.

(f) Interim exit conference with the City to review results of interim fieldwork, including any findings.

3. Final Audit Work shall include:

During the final audit work, Consultant shall assess "risk" of material misstatement based on understanding of the City's audit environment, including its internal control, to identify account balances to audit that appear in the City's financial statements. Consultant shall specifically tailor its audit programs to address any significant risks identified.

(a) Confirmation of cash and investments balances and testing of bank reconciliations.

(b) Confirm significant receivable balances or review subsequent cash receipts to verify receivable balance.

(c) Search for unrecorded liabilities.

(d) Testing of internal fund balances and transfers.

(e) Test capital asset additions and depreciation expense.

(f) Confirm long-term debt balances and review the accounting treatment of debt issued or refunded.

(g) Test support for other significant assets or liabilities.

(h) Analytical procedures on balance sheet and revenue and expenditure accounts, to evaluate and explain unusual fluctuations from prior year balances or current year budgeted amounts.

(i) Review of attorney Idlers for significant legal matters affecting the City's financial position.

(j) An exit conference to review any significant adjustments or findings.

4. Analysis of Internal Controls:

(a) Consultant's audit shall include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement or the financial statements and to design the nature, timing, and extent of further audit procedures.

(b) Consultant shall obtain an understanding of the internal controls by completing narratives and checklists for various processes related to internal control. Tests of controls may be performed to test the effectiveness of certain controls that Consultant considers relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements

resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(c) Consultant shall perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that are relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program.

(d) Consultant shall communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and the Uniform Guidance.

B. Financial Audit of the Carson Redevelopment Successor Agency.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

(b) Audit the balances reported for cash, investments, receivables, payables, capital assets, and long-term liabilities as of the end of the year.

(c) Review the activity reported on the Carson Redevelopment Successor Agency's Recognized Obligation Payment Schedules (ROPS).

(d) Review the activities of the Successor Agency to ensure compliance with AB 26, AB 1484, and other relevant legislation enacted.

(e) Test the effectiveness of certain controls Consultant considers relevant to (1) preventing and detecting errors and fraud that are material to the financial statements and (2) to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements.

(f) Perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with compliance requirements applicable to each federal award program.

C. Financial Audit of the Carson Housing Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

D. Financial Audit of the Carson Reclamation Joint Powers Authority.

1. Procedures shall include the following:

(a) Procedures found in Section I.A. of this Exhibit A.

E. Single Audit of Federal Grants. Audit shall be performed lo meet the requirements of Title 2 of the U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost/Principles, and Audit Requirements for Federal Award-. (Uniform Guidance). The Single Audit shall be performed in accordance with all of the requirements of the Single Audit Act, the Uniform Guidance, and Government Auditing Standards issued by the GAO (the "Yellow Book") for cities that expend greater than $750,000 in federal awards in fiscal year 2020-2021 and subsequent years.

1. Single Audit shall include:

(a) Identification of the major and nonmajor federal programs of the City through the risk-based approach required by the Uniform Guidance. This approach includes consideration of current and prior audit experience, oversight by Federal agencies and pass- through entities, and the inherent risk of the federal program.

(b) Review all federal and industry-specific publications and guidance and inform the City of any recent changes.

(c) Performance of tests and controls to evaluate the effectiveness of the design and operation of controls that Consultant considers relevant to preventing or detecting material noncompliance with applicable compliance requirements. If weaknesses in the internal controls are noted, Consultant will modify audit program as needed.

(d) Tests of transactions related to major federal award programs for compliance and applicable compliance requirements and certain provisions of laws, regulations, contracts and grant agreements.

(e) Utilizing applicable procedures described in the Uniform Guidance for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to major programs in Consultant's report on compliance issued pursuant to the Uniform Guidance.

(f) Report shall include the appropriate schedules reports on internal controls when federal expenditures meet or exceed the threshold requiring a Single Audit.

(g) Assist the City in completing and filing the Data Collection Form.

F. An Agreed-Upon Procedures Review of the City's GANN Appropriations Limit.

1. Review shall test compliance with Article XIIIB of the California Constitution pertaining to the City's appropriation limit.

2. Consultant shall prepare a letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

G. Prepare and submit a Management Letter. Management Letter shall include any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

H. Additional Services:

1. Preparation of City's Comprehensive Annual Financial Report (Annual Report).

2. Preparation of City's State Controller's Annual Financial Transactions Report.

3. Preparation of City's State Controller's Annual Street Report to State Controller.

4. Preparation of City's Air Quality Improvement Special Revenue Fund Report.

Additional Scope of Services

Conduct Governmental Accounting Standards Board ("GASB") pronouncement implementation audit related to the new GASB standards of the City of Carson's financial statements for fiscal year**s** ending June 30, 2023, ~~and through fiscal years ending~~ June 30, 2024 and June 30, 2025 ~~if the options to extend the Agreement term are exercised~~.

Additional Measure W Audit Services

Conduct Measure W audit for fiscal years ending June 30, 2023**,** ~~and~~ June 30, 2024~~,~~ and ~~for fiscal year ending~~ June 30, 2025 ~~if the second and final option to extend the Agreement term is exercised~~.

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

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits.

C. City's Comprehensive Annual Financial Report (Annual Report).

D. City's State Controller's Annual Financial Transactions Report.

E. City's State Controller's Annual Street Report to State Controller.

F. City's Air Quality Improvement Special Revenue Fund 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:

As needed and as requested verbally by 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. Cristy Canieda, Partner

B. Roger Martinez, Partner

C. Isidro Conde, Audit Sr. Manager

D. Arlene Pingul, Audit Manager

E. Mchelle De Guzman, IT Sr. Manager

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks for the Original Scope of Services for the following amounts:

	FY20/21	FY21/22	FY22/23	FY23/24	FY24/25
City's Financial Audit	$34,108	$34,108	$35,132	$36,185	$37,271
Single Audit	$8,660	$8,660	$8,919	$9,187	$9,463
GANN AUP Report	$486	$486	$501	$516	$531
Successor Agency Audit	$4,507	$4,507	$4,642	$4,781	$4,924
Housing Authority Audit	$2,916	$2,916	$3,003	$3,094	$3,186
Reclamation JPA Audit	$6,539	$6,539	$6,735	$6,937	$7,145
CAFR Preparation	$7,953	$7,953	$8,191	$8,437	$8,690
City's FTR	$3,259	$3,269	$3,368	$3,469	$3,573
City's Street Report	$2,563	$2,563	$2,639	$2,719	$2,800
TOTALS:	**$71,001**	**$71,001**	**$73,130**	**$73,325***	**$77,583***

*Applies if Agreement term is extended per Section 3.4.

Consultant shall perform the following tasks for the Additional Scope of Services and Additional Measure W Audit Services for the following amounts:

	Hours	Additional Fee Amount (FY 2023)	Option Years: Additional Fee Amount (FY 2024)	Option Years: Additional Fee Amount (FY 2025)
New GASB Standards Implementation:				
GASB 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements	20	$ 2,600 *	-	-
GASB Statement No. 96, Subscription-Based Information Technology Arrangements	48	6,240 *	-	-
GASB Statement No. 101, Compensated Absences	10		-	1,500
Additional audit procedures and review hours required to be performed to test GASB Statements 87, 94 and 96	24	3,120	3,276	3,440
Additional procedures and review hours related to the audit of CRA	24	3,120	3,276	3,440
Additional hours allocated for ACFR preparation, compilation and review to ensure compliance with the new GASB Standards	32	4,160	4,368	4,586
Adjustment due to higher operating costs resulting from higher inflation rate and labor shortage	-	3,550	3,728	3,914
Provision for any new/additional federal grants/programs required to be audited	40	5,200 **	5,460 **	5,733 **
Provision for any delay in the audit process; adjustments or corrections after the TB (a) Delay in the audit process and document gathering result in changes in staffing and delay in the completion of the engagement. Every adjustment has an impact on the Materiality, Audit Plan, Audit Strategy, Sampling Methodology, Actual Testworks, and Detailed Reviews of Incharge and Manager.	60	7,800 ***	8,190 **	8,600 **
Measure W Audit	70	9,000	4,000	4,200
	328	$ 44,790	$ 32,298	$ 35,412

* These will not be billed if the City decides to handle the new GASB Standards implementation.
** This will not be billed if there are no new federal grants/programs during the year. The fee for each additional program is $5.2K.
*** This will not be billed if there are no delays and adjustments to correct the provided TB.

Fee for FY 2024/25 Audit

		FY24/25
City's Financial Audit	$	37,272
Single Audit		9,462
GANN AUP Report		532
Successor Agency Audit		4,925
Housing Authority Audit		3,186
Reclamation JPA audit		7,145
CAFR Preparation		8,690
City's FTR		3,573
City's Street Report		2,800
Subtotal per original scope and contract		77,583
Add: Additional Scope per proposal letter dated 11/22/2003 New GASB Standards, additional CRA procedures, ACFR review for new GASB standards, additional major program for single audit, Measure W audit; inflation adjustment		35,412 *
Total not to exceed amount	$	112,995

* Budgeted not-to-exceed amount; Vasquez will invoice only the actual number of hours utilized on the additional scope during the audit process.

III. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of **services.**

NOT APPLICABLE

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

V. 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.

VI. The total compensation for the Services shall not exceed *$516,285*~~$403,290~~, as provided in Section 2.1 of this Agreement.

VII. The Consultant's billing rates for all personnel and other incidental costs are attached as Exhibit C- 1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

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

Tasks will be continuous, on-going and as directed by the Contract Officer except that the GASB related analysis and reporting must be completed before the start of any Fiscal Year Financial Audit, and the Measure W Audit must be completed by no later than March 31, 2024 for the Fiscal Year 2023/24 audit***,*** ~~and~~ March 31, 2025 for the audit during the First Extension Period***, and March 31, 2026 for the audit during the Second Extension Period***.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. Letter to the City Council regarding compliance with Article XIIIB of the California Constitution, by no later than December 31 each year.

B. Management Letter that includes any non-reportable comments or recommendations resulting from Consultant's review of the systems of internal controls in connection with the financial audits, by no later than December 31 each year.

C. City's Comprehensive Annual Financial Report (Annual Report), by no later than December 31 each year.

D. City's State Controller's Annual Financial Transactions Report, by no later than January 31 each year.

E. City's State Controller's Annual Street Report to State Controller, by no later than December 1 each year.

F. City's Air Quality Improvement Special Revenue Fund Report, by no later than March each year with the exact date within March to be provide by the Contract Officer, it being understood that AQMD sets the annual deadline.

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,148,160.61, DEMAND CHECK NUMBERS 178423 THROUGH 178526 FOR GENERAL DEMAND AND THE AMOUNT OF $5,800.00, CHECK NUMBERS 1294 THROUGH 1294 FOR CO-OP AGREEMENT DEMANDS (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-053, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS AS FOLLOWS:

TOTAL OF $2,148,160.61 FOR GENERAL DEMANDS CHECK NUMBERS 178423 THROUGH 178526.

TOTAL OF $5,800.00 FOR CO-OP AGREEMENT DEMANDS, CHECK NUMBERS 1294 THROUGH 1294, WHICH ARE COSTS ASSOCIATED WITH THE CONSTRUCTION OF CAPITAL PROJECTS WITHIN THE FORMER REDEVELOPMENT PROJECT AREA, USING BOND PROCEEDS TRANSFERRED FROM THE SUCCESSOR AGENCY TO THE CITY.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-053, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,148,160.61, DEMAND CHECK NUMBERS 178423 THROUGH 178526 FOR GENERAL DEMAND AND THE AMOUNT OF $5,800.00, CHECK NUMBERS 1294 THROUGH 1294 FOR CO-OP AGREEMENT DEMANDS".

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 15, 2025, the City Council ratified the above demand numbers 178423 through 178526 for General Demand and 1294 through 1294 for Co-op agreement demand. The City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $2,153,960.61.

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 15TH 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 _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-053, adopted by the City of Carson City Council at its meeting held on April 15, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, City Clerk

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-053

Attachments

Exhibit 1 Demand Register Reso# 25-053.pdf
Exhibit 1 Demand Register Reso# 25-053 CA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178423	03/27/2025	PRINTED	000418	4IMPRINT INC	82.90			
178424	03/27/2025	PRINTED	008533	AFIA HEMPHILL	50.00			
178425	03/27/2025	PRINTED	007692	ALBERT A. WEBB ASSOCIATES	18,422.25			
178426	03/27/2025	PRINTED	000797	ALESHIRE AND WYNDER LLP	31,325.00			
178427	03/27/2025	PRINTED	005523	AMAZON CAPITAL SERVICES	57.23			
178428	03/27/2025	PRINTED	000504	AMERICAN RED CROSS HEALTH	1,080.00			
178429	03/27/2025	PRINTED	007663	ARTHUR R. BATUCAL	50.00			
178430	03/27/2025	PRINTED	000963	B AND M LAWN AND GARDEN C	551.87			
178431	03/27/2025	PRINTED	001248	BARR AND CLARK INC	3,085.00			
178432	03/27/2025	PRINTED	007051	BASIC BENEFITS LLC	358.78			
178433	03/27/2025	PRINTED	000779	RANDOM LENGTHS	935.00			
178434	03/27/2025	PRINTED	000697	BIG ANDYS TROPHIES AND PL	89.30			
178435	03/27/2025	PRINTED	007369	BIO-ACOUSTICAL ENGINEERIN	1,922.00			
178436	03/27/2025	PRINTED	007365	BLUETRITON BRANDS, INC.	58.58			
178437	03/27/2025	PRINTED	001435	ROBERT BOYD	55.13			
178438	03/27/2025	PRINTED	001762	ROGER BRANCH JR	50.00			
178439	03/27/2025	PRINTED	001627	BSN SPORTS LLC	13,239.08			
178440	03/27/2025	PRINTED	008141	CARTER PICTURE FRAMING &	236.60			
178441	03/27/2025	PRINTED	001489	CHOURA VENUE SERVICES	3,531.40			
178442	03/27/2025	PRINTED	001489	CHOURA VENUE SERVICES	687.41			
178443	03/27/2025	PRINTED	008513	CINTAS CORPORATION NO. 2	3,183.00			
178444	03/27/2025	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,229.45			
178445	03/27/2025	PRINTED	004275	COSTAR REALTY INFORMATION	4,344.83			
178446	03/27/2025	PRINTED	008388	CRAFTWATER ENGINEERING, I	78,497.79			
178447	03/27/2025	PRINTED	004115	CSG CONSULTANTS INC	1,572.50			
178448	03/27/2025	PRINTED	000268	DAILY JOURNAL CORP	536.00			
178449	03/27/2025	PRINTED	004824	MANUEL DASILVA	50.00			
178450	03/27/2025	PRINTED	001174	DEPARTMENT OF TOXIC SUBTA	9,553.82			
178451	03/27/2025	PRINTED	000534	DIRECTV	285.49			
178452	03/27/2025	PRINTED	001155	DISH	143.46			
178453	03/27/2025	PRINTED	006876	DONALD A. SPRAGUE	1,377.50			
178454	03/27/2025	PRINTED	006876	DONALD A. SPRAGUE	1,323.00			
178455	03/27/2025	PRINTED	003092	VERA DORSEY-REEVES	50.00			
178456	03/27/2025	PRINTED	006907	ECO LAB	39.81			
178457	03/27/2025	PRINTED	001744	ENTERPRISE FM TRUST INC	26.67			
178458	03/27/2025	PRINTED	003667	ERNESTINE LEVERETTE	50.00			
178459	03/27/2025	PRINTED	008107	FCG CONSULTANTS INC	220,702.81			
178460	03/27/2025	PRINTED	000355	FERGUSON ENTERPRISES INC	1,438.77			
178461	03/27/2025	PRINTED	000221	FLEET PRIDE	153.24			
178462	03/27/2025	PRINTED	005044	ROMEO GALEON	50.00			
178463	03/27/2025	PRINTED	001268	GBROS INC	289.41			
178464	03/27/2025	PRINTED	000397	GLOBAL EQUIPMENT COMPANY	2,413.63			
178465	03/27/2025	PRINTED	007129	GLOBAL PAYMENTS INC.	192.00			
178466	03/27/2025	PRINTED	000941	GOLDEN STATE WATER COMPAN	54.29			
178467	03/27/2025	PRINTED	000793	GRAINGER	11,112.60			
178468	03/27/2025	PRINTED	008353	HALO TURF, LLC	1,200.00			
178469	03/27/2025	PRINTED	008132	HASA INC	1,149.49			
178470	03/27/2025	PRINTED	000234	THE HOME DEPOT INC	576.34			
178471	03/27/2025	PRINTED	008544	HUNTSVILLE FITNESS EQUIPM	2,599.00			
178472	03/27/2025	PRINTED	008137	INTEGRUS, LLC	390.00			
178473	03/27/2025	PRINTED	008314	INTERIOR PLUS, INC	598,916.16			
178474	03/27/2025	PRINTED	008091	ADVANCE QUALITY GRAPHICS	260.19			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
178475	03/27/2025	PRINTED	007103	JOE A. GONSALVES & SON	4,000.00			
178476	03/27/2025	PRINTED	007688	JOKER PARTY SUPPLY, INC.	2,393.73			
178477	03/27/2025	PRINTED	004428	LAWSON PRODUCTS INC	174.01			
178478	03/27/2025	PRINTED	008264	LIFE AND TIMES NETWORK IN	7,717.50			
178479	03/27/2025	PRINTED	008534	LISA F. COTTRELL	50.00			
178480	03/27/2025	PRINTED	000067	LOS ANGELES COUNTY DEPT O	67,636.54			
178481	03/27/2025	PRINTED	000074	LOS ANGELES COUNTY SHERIF	14,396.07			
178482	03/27/2025	PRINTED	007248	MARIA'S GARDEN CENTER & L	352.80			
178483	03/27/2025	PRINTED	007795	MARTINIANO HINOJOSA	175.00			
178484	03/27/2025	PRINTED	000037	MAYFLOWER DISTRIBUTING CO	824.72			
178485	03/27/2025	PRINTED	008434	MILAGRO MEDIA STRATEGIES	1,900.00			
178486	03/27/2025	PRINTED	000599	MR HOSE INC	70.56			
178487	03/27/2025	PRINTED	006853	NATIONAL CHAVEZ CENTER	1,000.00			
178488	03/27/2025	PRINTED	000563	JANNY NOA	140.56			
178489	03/27/2025	PRINTED	006825	NORA MOMOLI	50.00			
178490	03/27/2025	PRINTED	000481	OCEAN BLUE ENVIRONMENTAL	2,379.57			
178491	03/27/2025	PRINTED	008410	PCN3, INC.	769,880.52			
178492	03/27/2025	PRINTED	001285	POWER WHOLESALE ELECTRIC	378.82			
178493	03/27/2025	PRINTED	003304	REQUEST LINE MUSIC	300.00			
178494	03/27/2025	PRINTED	010000	AECOM	120.00			
178495	03/27/2025	PRINTED	010000	ALPHA ENERGY GROUP, INC	85.02			
178496	03/27/2025	PRINTED	000750	RKA CONSULTING GROUP	7,115.50			
178497	03/27/2025	PRINTED	000402	ROADLINE PRODUCTS INC USA	9,127.89			
178498	03/27/2025	PRINTED	000791	EMMANUEL A SALOMON	50.00			
178499	03/27/2025	PRINTED	000427	SAM'S CLUB DIRECT	720.82			
178500	03/27/2025	PRINTED	000158	LIWAYWAY N SANTOS	179.20			
178501	03/27/2025	PRINTED	001667	SEA COAST DESIGN GROUP IN	1,551.14			
178502	03/27/2025	PRINTED	007632	SEAY, AL CARNEL	50.00			
178503	03/27/2025	PRINTED	004226	DARLENE SIMPSON-LOTT	50.00			
178504	03/27/2025	PRINTED	007052	SL CARSON BUILDERS, LLC	94,978.00			
178505	03/27/2025	PRINTED	000191	SMARDAN SUPPLY	506.37			
178506	03/27/2025	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	26,396.12			
178507	03/27/2025	PRINTED	007386	SOUTHERN CALIFORNIA PERMA	235.00			
178508	03/27/2025	PRINTED	001663	SONSRAY MACHINERY LLC	3,563.70			
178509	03/27/2025	PRINTED	007796	SOUTH BAY FORD INC	106.64			
178510	03/27/2025	PRINTED	000718	STAPLES ADVANTAGE	25,435.68			
178511	03/27/2025	PRINTED	000289	STATE OF CA DOJ/ACCTG OFF	194.00			
178512	03/27/2025	PRINTED	001115	STEAMX LLC	116.85			
178513	03/27/2025	PRINTED	002693	EZEKIEL SWAYZER	50.00			
178514	03/27/2025	PRINTED	007654	TAIT & ASSOCIATES, INC	510.00			
178515	03/27/2025	PRINTED	004017	TYLER TECHNOLOGIES	55,581.50			
178516	03/27/2025	PRINTED	006769	U S BANK CORPORATE PAYMEN	13,341.98			
178517	03/27/2025	PRINTED	000023	UNITED REFRIGERATION INC	247.72			
178518	03/27/2025	PRINTED	004186	THE UPS STORE 6721	165.33			
178519	03/27/2025	PRINTED	004186	THE UPS STORE 6721	330.75			
178520	03/27/2025	PRINTED	003166	VERITIV CORPORATION	1,299.58			
178521	03/27/2025	PRINTED	008517	VITAL RECORDS CONTROL	240.52			
178522	03/27/2025	PRINTED	005511	VULCAN MATERIALS CO.	6,281.88			
178523	03/27/2025	PRINTED	000437	ITELIA WALKER	50.00			
178524	03/27/2025	PRINTED	000562	THE WALKING MAN INC	4,375.00			
178525	03/27/2025	PRINTED	000361	WEST COAST SAND AND GRAVE	1,605.24			
178526	03/27/2025	PRINTED	002925	KARL WILVERT	50.00			

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
		104	CHECKS	CASH ACCOUNT TOTAL	2,148,160.61	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
104 CHECKS	FINAL TOTAL	2,148,160.61	.00

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

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 284-99-999-999-1032- FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1294	03/27/2025	PRINTED	007451	EXP US SERVICES INC	5,800.00			
		1 CHECKS		CASH ACCOUNT TOTAL	5,800.00	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
1 CHECKS	FINAL TOTAL	5,800.00	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-05-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,787.49, DEMAND CHECK NUMBERS HA-002042 THROUGH HA-002046 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-05-CHA, A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,787.49, DEMAND CHECK NUMBERS HA-002042 THROUGH HA-002046.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-05-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $14,787.49, DEMAND CHECK NUMBERS HA-002042 THROUGH HA-002046".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON HOUSING AUTHORITY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2: On April 15, 2025, the Carson Housing Authority ratified the above demand numbers HA-002042 through HA-002046. 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 $14,787.49.

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

PASSED, APPROVED, and ADOPTED this 15TH DAY OF APRIL, 2025.

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

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Housing Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-05-CHA, adopted by the City of Carson City Council at its meeting held on April 15, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-05-CHA

Attachments

Exhibit 1 CHA Demand Reso# 25-05-CHA.pdf

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2042	03/06/2025	PRINTED	001001	AT&T PHONE	31.77			
2043	03/13/2025	PRINTED	000423	AVALON COURTYARD	11,924.00			
2044	03/13/2025	PRINTED	006884	LYFT, INC.	133.39			
2045	03/27/2025	PRINTED	000685	AMERINATIONAL COMMUNITY S	2,666.68			
2046	03/27/2025	PRINTED	001001	AT&T PHONE	31.65			
		5 CHECKS		CASH ACCOUNT TOTAL	14,787.49	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
5 CHECKS	FINAL TOTAL	14,787.49	.00

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

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING RESOLUTION NO. 25-04-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $240.05, DEMAND CHECK NUMBERS SA-001949 THROUGH SA-001950 (CITY COUNCIL)

I. SUMMARY

RESOLUTION NO. 25-04-CSA, A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $240.05, DEMAND CHECK NUMBERS SA-001949 THROUGH SA-001950.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-04-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY CLAIMS AND DEMANDS IN THE AMOUNT OF $240.05, DEMAND CHECK NUMBERS SA-001949 THROUGH SA-001950".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

THE CARSON SUCCESSOR AGENCY DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2: On April 15, 2025, the Carson Successor Agency ratified the above demand numbers SA-001949 through SA-001950. 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 $240.05.

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 15TH DAY OF APRIL, 2025.

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

APPROVED AS TO FORM:

_____
Sunny K. Soltani, Agency Counsel

CITY OF CARSON:

_____
Lula Davis-Holmes, Chairman

ATTEST:

_____
Dr. Khaleah K. Bradshaw, Secretary

V. FISCAL IMPACT

CERTIFICATION

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

EXECUTED THE _____ DAY OF _____ AT CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., Executive Director

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

I, Dr. Khaleah K. Bradshaw, Secretary of the Carson Successor Agency, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 25-04-CSA, adopted by the City of Carson City Council at its meeting held on April 15, 2025 by the following vote:

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

_____
Dr. Khaleah K. Bradshaw, Secretary

VI. EXHIBITS

EXHIBIT NO. 1: DEMAND RESOLUTION #25-04-CSA

Attachments

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

City of Carson

AP CHECK RECONCILIATION REGISTER

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

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
1949	03/13/2025	PRINTED	000070	LOS ANGELES COUNTY DEPT O	176.75			
1950	03/20/2025	PRINTED	001001	AT&T PHONE	63.30			
		2 CHECKS		CASH ACCOUNT TOTAL	240.05	.00		

AP CHECK RECONCILIATION REGISTER

		UNCLEARED	CLEARED
2 CHECKS	FINAL TOTAL	240.05	.00

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

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Michael George, Assistant to the City Manager

Subject: CONSIDER SHIFTING THE MAY 20, 2025, REGULAR CITY COUNCIL MEETING TO MAY 21, 2025, BY MINUTE ORDER (CITY COUNCIL)

I. SUMMARY

This item transmits a request for City Council to consider a one-time shift of the May 20, 2025, Regular City Council meeting to May 21, 2025, by minute order.

II. RECOMMENDATION

APPROVE a one-time shift of the May 20, 2025, Regular City Council meeting to May 21, 2025, by minute order.

III. ALTERNATIVES

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

IV. BACKGROUND

Pursuant to Section 308 of the City Charter, Section 2403(A) of the Carson Municipal Code (CMC) provides that regular meetings of the City Council shall be held on the first and third Tuesdays of each month, unless otherwise determined by the City Council. CMC Section 2403(A) also provides that all regular meetings of the City Council shall be held at the hour of 5:00 P.M.

Approval of this item would authorize a one-time shift of the May 20, 2025, Regular City Council meeting to Wednesday, May 21, 2025. The only change resulting from this action would be that the City Council meeting would be held on May 21 instead of May 20.

The May 21, 2025 meeting would be a Regular City Council meeting and would be held at the hour of 5:00 P.M. The City Council may make this recommended determination by minute order (i.e., a simple vote, no written resolution), consistent with Charter Section 308 and CMC Section 2403(A).

The City Council regular meeting schedule would resume to the normal schedule in June 2025, with meetings on June 3 and 17, respectively.

V. FISCAL IMPACT

There is no fiscal impact associated with this report.

VI. EXHIBITS

None.

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Dr. Robert Lennox, Assistant City Manager

Subject: CONSIDER RESOLUTION NO. 25-055 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE COMPENSATION AND BENEFITS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE EMPLOYEES (CITY COUNCIL)

I. SUMMARY

Staff is presenting an amendment to the compensation and benefits for the unrepresented Senior Council Aide and Council Aide Classifications. Historically, both classifications have mirrored the Cost of Living Adjustments (COLAs) afforded to other represented bargaining groups immediately following the conclusion of labor negotiations. As a result, the City Council is now being asked to consider a 6% COLA increase for Fiscal Year 2024-25 (with retroactive payment to July 1, 2024), a 4% COLA increase for Fiscal Year 2025-26, and a 4% COLA increase for Fiscal Year 2026-27, for both classifications.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-055, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING THE COMPENSATION AND BENEFITS FOR THE SENIOR COUNCIL AIDE AND COUNCIL AIDE CLASSIFICATIONS."

III. ALTERNATIVES

TAKE any alternative action deemed appropriate.

IV. BACKGROUND

On December 3, 2019, the City Council adopted the classification of Council Aide, and approved the creation of five part-time positions, with one Council Aide for each of the council members, including the mayor. Later on June 21, 2022, the City Council adopted an amendment to the classification and also established the position of full-time council aide, along with corresponding and updated compensation and benefits for both full-time and part-time Council Aide classifications. This was due to the increased need for Council Aides to provide administrative support to their assigned elected officials during an ever-expanding calendar of events.

On July 5, 2023, the unrepresented, unclassified exempt, at-will classification of full-time Senior Council Aide was established by City Council by Resolution No. 23-113. Additionally, City Council adopted a revised classification specifications for Council Aide (full-time and part-time) via Resolution no. 23-119, which was subsequently rescinded and replaced by Resolution No. 23-126 and adopted on July 18, 2023. These resolutions effectively updated and replaced the compensation and benefits of each classification as several adjustment and changes had occurred since the positions were first established.

On December 13, 2023, the City Council approved a revised compensation range to reflect a 7.5% pay adjustment retroactively effective July 1, 2022, to remain consistent with Cost of Living Adjustments to other represented employees.

At this time, staff is presenting an amendment to the compensation and benefits for the unrepresented Senior Council Aide and Council Aide Classifications. Historically, both classifications have mirrored the Cost of Living Adjustments (COLAs) afforded to other represented bargaining groups immediately following the conclusion of labor negotiations. As a result, the City Council is now being asked to consider a 6% COLA increase for Fiscal Year 2024-25 (with retroactive payment to July 1, 2024), a 4% COLA increase for Fiscal Year 2025-26, and a 4% COLA increase for Fiscal Year 2026-27, for both classifications.

The resulting salary tables for the affected classifications are as follows:

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

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

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

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

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

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

V. FISCAL IMPACT

There is no additional fiscal impact, as the funding for adjustments to the salaries and benefits and retroactive payments for the classifications was approved as part of the City Council adopted Fiscal Year 2024-25 annual budget.

VI. EXHIBITS

1. Resolution No. 25-055
2. Exhibit A to Resolution No. 25-055, Compensation and Benefits for Senior Aide and Council Aide Classifications.

Attachments

Reso No.25-055 - Council Aides and Senior Council Aide Compensation and Benefits (4.15.25).pdf

Exhibit A to Reso No. 25-055 - Salary Benefits for Council Aides and Senior Council Aide_.pdf

RESOLUTION NO. 25-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING THE COMPENSATION AND BENEFITS FOR THE SENIOR COUNCIL AIDE AND FULL-TIME AND PART-TIME COUNCIL AIDE CLASSIFICATIONS

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

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

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

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

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

WHEREAS, the City Council now desires to amend and restate the compensation and benefits for the unrepresented, unclassified, exempt, at-will classification **SENIOR COUNCIL AIDE** and **COUNCIL AIDE (full-time and part-time)** classifications, to annually increase the hourly rates for full-time classifications over a three year period.

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

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

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

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

Section 3. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

Section 4. This resolution shall be effective retroactively as of July1, 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 15th 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. 25-055 adopted by the City of Carson City Council at its meeting held on April 15, 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

Resolution No. 25-055

Exhibit "A"

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

Section 1 – Nature of Employment:

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

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

Section 2 – Seniority:

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

Section 3 – Work Schedule:

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

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

Section 4 – Probationary Period:

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

Section 5 – The Difference Between Fulltime and Part-time:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There is no carry-over from one fiscal year to the next. Instead, incumbents may accumulate up to one year of PTO, which is paid-out at the end of every fiscal year, within the second pay-period of the following fiscal year.

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

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

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

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

Section 12 – Health and Welfare Benefits:

A. Fulltime incumbents:
    I. Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Riverside and San Bernardino counties) for each full time incumbent and eligible dependents. If an incumbent does not fully utilize the provided allowance, up to

$200.00/month of the remainder may be used by the incumbent towards additional City offered benefits in the following order:

a. Vision care
b. Additional insurance coverage
c. Flexible Savings Account/Dependent Care

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

B. Part-time incumbents:

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

a. Vision care
b. Additional insurance coverage
c. Flexible Savings Account/Dependent Care

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

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

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

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

Section 17 – Life Insurance Premium:
The City shall provide incumbents within positions in this classification with life insurance in the amount of $100,00.00, subject to the requirements of the insurance carrier.

Section 18 – Retirement Contributions:

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

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

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

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

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

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

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

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

1. Willful or persistent material breach of duties
2. Material dishonesty
3. Unauthorized absences or leave
4. Violation of the City's charter or municipal code
5. Conviction of misdemeanor (including DUI) and/or felony
6. Use or possession of illegal drugs (unless prescribed by a licensed physician)
7. Financial mismanagement
8. Refusal, inability and/or unwillingness to perform assigned tasks
9. Engage in Labor/Employee relations without direct authorization

10. Sharing of confidential information
11. Theft and/or damage of City property
12. Illegal usage of City provided equipment, services or communication technology

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

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

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

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

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

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

END

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Debra Scott, Housing Specialist CMO Housing & Neighborhood

Subject: CONSIDER THE APPROVAL OF RESOLUTION NO. 25-048 AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM (CITY COUNCIL)

I. SUMMARY

This staff report recommends the City Council adopt a Resolution authorizing the City to submit an application to the California Department of Housing and Community Development (HCD) for grant funding under the Home Investment Partnerships Program (HOME). As part of HCD's application process, a resolution is required from the jurisdiction's governing body authorizing the submittal of the aforementioned application.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution NO. 25-048 "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND/OR DESIGNEE TO APPLY FOR A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOME INVESTMENT PARTNERSHIPS PROGRAM OF 2025"

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The HOME program is a Federal housing assistance program provided by HUD and administered on the state level by HCD. The HOME program was authorized by Title II of the Chanson-Gonzalez National Affordable Housing Act of 1990. Under the HOME program, the following forms of housing assistance are available to eligible applicants.

- First-Time Home Buyer Assistance
- Tenant-based Rental Assistance (TBRA) program

In response to a Notice of Funding Availability issued by HCD on February 11, 2025, staff seeks authorization to apply for housing assistance funds under the HOME program. Staff intends to use the funds for a First-Time Home-Buyer Program to provide down-payment assistance to eligible applicants as well as provide assistance to current Carson residents occupying residences in the City of Carson. The application process requires local jurisdictions to include a resolution approved by the jurisdiction's governing body authorizing the submittal of the aforementioned application. To this end, Resolution No. 25-048 is attached (Exhibit No.1).

Staff anticipates potential grant award funding in the amount of $500,000 up to $1,757,993.00, which is a range based on past funding. In addition, these funds can be used to leverage the City's current PLHA Grant funds to assist eligible applicants with down-payment assistance and Tenant-based Rental Assistance. All applicants must meet low and moderate income criteria requirements.

If the City's grant application is ultimately approved, staff will provide the required guidelines for both programs to the City Council.

V. FISCAL IMPACT

There is no direct impact on the City's general fund.

VI. EXHIBITS

1. Resolution No. 25-048

Attachments

HOME Investment Partnerships Program Resolution 25-048

RESOLUTION NO. 25-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING THE CITY MANAGER AND/OR DESIGNEE TO APPLY FOR A GRANT FROM THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOME INVESTMENT PARTNERSHIPS PROGRAM OF 2025

WHEREAS, the California Department of Housing and Community Development issued a Request for Concept Proposals for the HOME Investment Partnerships Program dated February 11, 2025, to provide grants for First-Time Homebuyer ("FTHB") Projects (subdivision development) and Programs, including infill new construction programs where feasible. These HOME funds will be used to benefit residents of non-entitlement jurisdictions and are specifically designed to assist low-income households by providing affordable housing. All eligible HOME activities must benefit low-income renters, homebuyers, or homeowners earning at or below 80 percent (80%) of Area Median Income (AMI) and very low-income households earning at or below 50 percent (50%) of AMI.

WHEREAS the HOME Investment Partnerships Program is designed to increase the supply of affordable rental housing; expand homeownership opportunities and improve existing housing; address and prevent homelessness; and maximize the use of existing homes; and provide recovery assistance for natural disaster survivors.

WHEREAS the City of Carson ("City") is eligible to apply for the HOME Investment Partnerships Program funds and intends to apply for funding to support its First-Time Homebuyer (FTHB) Program, including subdivision development and infill new construction programs to benefit City residents who qualify both within the low-moderate income (at or below 80%) of Area Median Income (AMI) and very low-income (at or below 50% of AMI) household designation brackets; and

WHEREAS, if the grant is awarded to City, as part of the HOME Investment Partnerships Program, the City will be asked to enter into various contracts such as a Standard Agreement (which contains all the relevant state/federal requirements) within 90 days of receipt, as well as specific information about the award and the work to be performed. The Standard Agreement includes deadlines that are consistent with state/federal HOME regulations; and

WHEREAS the City desires to apply for the maximum available grant amount, not to exceed $1,757,993.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The City Council finds and determines that all the foregoing recitals are true and correct and incorporated herein by this reference.

Section 2. Authorization. The City Council hereby authorizes the City Manager, or his/her designee, to apply for the HOME Investment Partnerships Program in an amount up to $1,757,993

and execute an application therefor as well as any other documents necessary to secure the equitable distribution of HOME Program funds

Section 3. 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 4. Effective Date. The City Clerk shall certify the adoption of this Resolution. This Resolution shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Carson at a regular meeting held on the 15th day of April 2025.

CITY OF CARSON:

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk

Subject: CONSIDER RESOLUTION NO. 2025-45 AMENDING THE COMPENSATION AND BENEFITS FOR THE CHIEF DEPUTY CITY CLERK AND CHIEF DEPUTY CITY TREASURER

I. SUMMARY

The compensation and benefits for the at-will classifications of Chief Deputy City Clerk and Chief Deputy City Treasurer are currently set forth in Resolution 19-036.This resolution, if adopted by the City Council, would amend and restate Resolution 19-036 to: i) provide that the Chief Deputy City Clerk position and Chief Deputy City Treasurer position shall be provided cost of living adjustments or percentage compensation increases in an amount equal to that provided to all unrepresented management employees; ii) provide that the compensation for the position of Chief Deputy City Clerk shall be at minimum 5% above that of the Deputy City Clerk classification; and iii) make miscellaneous updates to reflect the current compensation and benefits for the positions of Chief Deputy City Clerk and Chief Deputy City Treasurer.

The miscellaneous updates would include reflecting the current compensation for these positions, adding the Juneteenth holiday, updating the bereavement leave language to comply with state law, and updating health benefits and education/ tuition reimbursement benefit language to reflect the benefits previously authorized by City Council for these positions pursuant to Resolution No. 22-045, which was adopted by City Council on December 6, 2022.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-045, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING RESOLUTION NO. 19-036 DECLARING THE EMPLOYEE CLASSIFICATIONS OF CHIEF DEPUTY CITY CLERK AND CHIEF DEPUTY CITY TREASURER AS EXCLUDED FROM THE CIVIL SERVICE SYSTEM, DESIGNATING SUCH CLASSIFICATIONS TO BE UNREPRESENTED AND AT-WILL, PURSUANT TO APPLICABLE PROVISIONS OF THE GOVERNMENT CODE, AND ESTABLISHING THE SALARY AND BENEFITS FOR SUCH CLASSIFICATIONS."

III. ALTERNATIVES

TAKE another action deemed appropriate by City Council.

IV. BACKGROUND

Proposed Compensation Adjustment

On June 21, 2016, Resolution 16-073 was adopted by City Council to declare the employee classification of Senior Deputy City Clerk, designating such classification to be unrepresented and at-will, pursuant to government code section 40813, and establishing the salary and benefits for such classification.

Resolution 19-036 was adopted March 19, 2019 to amend and restate Resolution 16-073, to adopt the salary and benefits for one and only one at-will Chief Deputy City Clerk classification and position, and one and only one at-will Chief Deputy City Treasurer classification and position.

Resolution 25-045, if adopted, would provide that the Chief Deputy City Clerk and Chief Deputy City Treasurer classifications will be provided cost of living adjustments or percentage compensation increases consistently on schedule and in an amount equal to that provided to all unrepresented management employees. Compensation adjustments must be made by amendment to Section 1.1 of Resolution 25-045. Additionally, the compensation for the position of Chief Deputy City Clerk would be required to be at minimum five percent (5%) above that of the Deputy City Clerk, or in the event the Deputy City Clerk classification is not filled, the next highest paid non-elected employee classification in the City Clerk department.

The intent of above-described changes is to provide the same cost of living adjustments (COLA) as other unrepresented city employees.

Incorporating Previously Approved Benefits and Compensation Changes

If adopted by the City Council, Resolution 25-045 would also reflect compensation and benefits changes for the Chief Deputy City Clerk position and Chief Deputy City Treasurer that have already been approved by the City Council since the adoption of Resolution 2019-36 in 2019.

- Benefits. Pursuant to Resolution No. 22-245, which was adopted by the City's City Council on December 6, 2022, the City Council authorized increased health benefits and an education/ tuition reimbursement benefit for the Chief Deputy City Clerk and Chief Deputy City Treasurer. The health benefits were increased, effective January 1, 2023, such that the City pays the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Riverside and San Bernardino counties) for the employee and eligible dependents. The cafeteria cap for the use of excess monies was increased from $150 per month to $200.00 per month for the employee, regardless of the number of dependents.
- With respect to educational reimbursement, the City reimburses the Chief Deputy City Clerk and Chief Deputy City Treasurer 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 employee's current position or that may lead to promotional opportunities.

- Compensation. Resolution No. 23-149, adopted by the City's City Council on September 19, 2023, sets forth the current compensation ranges for the Chief Deputy City Clerk and Chief Deputy City Treasurer classifications. The compensation ranges for both positions was $9,628.67 per month to $12,287.60 per month effective July 1, 2023. (Resolution 23-149 amended Resolution No. 23-075 to correct the salary tables set forth in that resolution.) The proposed new salary ranges are recommended to provide consistency with other employee groups' (both represented and unrepresented) approved Cost of Living Adjustments (COLAs) in the amounts of 6% for Fiscal Year 2024-25, 4% for Fiscal Year 2025-26, and 4% for Fiscal ear 2026-27 and later. The proposed adjusted salary ranges are as follows:

Salary Table for FY 2024/25 (effective July 1, 2024)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Chief Deputy City Clerk	163	$58.88	$61.83	$64.91	$68.16	$71.56	$75.14

Chief Deputy City Treasurer	163	$58.88	$61.83	$64.91	$68.16	$71.56	$75.14

Salary Table for FY 2025/26 (effective July 1, 2025)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Chief Deputy City Clerk	163	$61.24	$64.30	$67.51	$70.88	$74.42	$78.15
Chief Deputy City Treasurer	163	$61.24	$64.30	$67.51	$70.88	$74.42	$78.15

Salary Table for FY 2026/27 and later (effective July 1, 2026)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Chief Deputy City Clerk	163	$63.69	$66.88	$70.21	$73.72	$77.40	$81.28
Chief Deputy City Treasurer	163	$63.69	$66.88	$70.21	$73.72	$77.40	$81.28

- An additional adjustment request states that the compensation for the position of Chief Deputy City Clerk and Chief Deputy City Treasurer shall be at minimum five percent (5%) above that of the Deputy City Clerk or subordinate, or in the event the Deputy City Clerk or subordinate classification is not filled the next highest paid non-elected employee classification in the City Clerk department.

Miscellaneous Benefits Updates

If adopted by the City Council, Resolution 25-045 would also include new miscellaneous updates to the benefits for the Chief Deputy City Clerk and Chief Deputy City Treasurer positions, including the following:

- Holidays. Adds Juneteenth holiday to list of City holidays.

- Bereavement Leave. Adds language to comply with state law requiring 5 days bereavement leave (paid or unpaid). 20 hours of bereavement leave would be paid, as provided currently, and up to 5 days of bereavement leave may be taken as unpaid leave or the employee may use another form of leave (e.g. vacation, personal leave, accrued and available sick leave, or compensatory time off) that is otherwise available.

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. Additionally, if approved, both classifications would be eligible for retroactive payment of the 2024 proposed 6% increase, back to July 1, 2024.

VI. EXHIBITS

1. Resolution No. 25-045

Attachments

Resolution No. 25-045.pdf

RESOLUTION NO. 25-045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING RESOLUTION NO. 19-036 DECLARING THE EMPLOYEE CLASSIFICATIONS OF CHIEF DEPUTY CITY CLERK AND CHIEF DEPUTY CITY TREASURER AS EXCLUDED FROM THE CIVIL SERVICE SYSTEM, DESIGNATING SUCH CLASSIFICATIONS TO BE UNREPRESENTED AND AT-WILL, PURSUANT TO APPLICABLE PROVISIONS OF THE GOVERNMENT CODE, AND ESTABLISHING THE SALARY AND BENEFITS FOR SUCH CLASSIFICATIONS

WHEREAS, Government Code Section 40813 authorizes the city clerk of a city to appoint deputies, who shall serve at the pleasure of the city clerk and receive such compensation as is provided by the legislative body; and

WHEREAS, Government Code Sections 41006 and 41007 authorize the city treasurer of a city to appoint deputies, who shall serve at the pleasure of the city treasurer and receive such compensation as is provided by the legislative body; and

WHEREAS, Government Code Section 36505 requires the legislative body of a city to fix the compensation of all appointive officers and employees by resolution or ordinance; and

WHEREAS, the California Public Employee Retirement System ("CalPERS"), through California Code of Regulations, Title 2, Division 1, Chapter 2, Subchapter 1, Article 4, Section 570.5 limits pay rates 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 20636.1; and

WHEREAS, on March 19, 2019, the City Council adopted Resolution No. 19-036, which established the salary and benefits for the one at-will Chief Deputy City Clerk position and one at-will Chief Deputy City Treasurer position and amended and restated Resolution No. 16-073; and

WHEREAS, pursuant to Resolution No. 22-045, which was adopted by the City's City Council on December 6, 2022, the City Council authorized increased health benefits and an education/ tuition reimbursement benefit for the positions of Chief Deputy City Clerk and Chief Deputy City Treasurer; and

WHEREAS, pursuant to Resolution No. 23-075, adopted by the City's City Council on April 18, 2023, the City Council ratified cost of living adjustments for the positions of Chief Deputy City Clerk and Chief Deputy City Treasurer effective July 1, 2021, July 1, 2022, and July 1, 2023; and

WHEREAS, pursuant to Resolution No. 23-149, adopted by the City's City Council on September 19, 2023, the City's City Council amended Resolution No. 23-075 to correct the salary tables set forth in that resolution; and

WHEREAS, the City Council now desires, through this resolution, to amend and restate Resolution No. 19-036 to: i) provide that the one Chief Deputy City Clerk position and one Chief Deputy City Treasurer position shall be provided cost of living adjustments or percentage compensation increases in an amount equal to that provided to all unrepresented management employees; ii) provide that the compensation for the position of Chief Deputy City Clerk shall be at minimum 5% above that of the Deputy City Clerk classification; and iii) make miscellaneous updates to reflect the current compensation and benefits for the positions of Chief Deputy City Clerk and Chief Deputy City Treasurer.

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

ARTICLE I

RECITALS

The foregoing recitals are true and correct and are incorporated herein by reference as though set forth in full.

ARTICLE II

POSITION CREATION AND TITLES

SECTION 1. CHIEF DEPUTY CITY CLERK; TITLE CHANGE

The job title of the unrepresented, non-classified, at-will City employment position of "Senior Deputy City Clerk," established pursuant to Government Code Section 40813 effective June 21, 2016, was changed to "Chief Deputy City Clerk" pursuant to Resolution 19-036. This resolution establishes the compensation and benefits for the one unrepresented, non-classified, at-will Chief Deputy City Clerk position.

SECTION 2. CHIEF DEPUTY CITY TREASURER; CREATION

This resolution establishes the compensation and benefits for the one unrepresented, at-will City employment position of "Chief Deputy City Treasurer", which was created pursuant to Government Code Sections 41006 and 41007.

ARTICLE III

COMPENSATION

SECTION 1. SALARY

1.1 The positions specified in Article III shall have the following salary ranges, which will be established effective for July 1, 2024 by Resolution No. 25-045:

Salary Table for FY 2024/25 (effective July 1, 2024)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Chief Deputy City Clerk	163	$58.88	$61.83	$64.91	$68.16	$71.56	$75.14
Chief Deputy City Treasurer	163	$58.88	$61.83	$64.91	$68.16	$71.56	$75.14

Salary Table for FY 2025/26 (effective July 1, 2025)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Chief Deputy City Clerk	163	$61.24	$64.30	$67.51	$70.88	$74.42	$78.15
Chief Deputy City Treasurer	163	$61.24	$64.30	$67.51	$70.88	$74.42	$78.15

Salary Table for FY 2026/27 and later (effective July 1, 2026)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Chief Deputy City Clerk	163	$63.69	$66.88	$70.21	$73.72	$77.40	$81.28
Chief Deputy City Treasurer	163	$63.69	$66.88	$70.21	$73.72	$77.40	$81.28

1.2 The Chief Deputy City Clerk and Chief Deputy City Treasurer positions shall be eligible for a cost of living adjustments or percentage compensation increases, ongoing, during the time of the negotiation period of all city employees, provided to them at the time negotiations are finalized. Such compensation adjustment must be effectuated by amendment to Article III, Section 1.1 of this resolution and/or reflected by amendment to the pay schedule reflecting the then-current compensation for the position of Chief Deputy City Clerk and Chief Deputy City Treasurer.

1.3 Additionally, the compensation for the position of Chief Deputy City Clerk and Chief Deputy City Treasurer shall be at minimum five percent (5%) above that of the Deputy City Clerk or subordinate, or in the event the Deputy City Clerk or subordinate classification is not filled the next highest paid non-elected employee classification in the City Clerk department. Any compensation adjustment needed in order to maintain the 5% minimum separation between the Chief Deputy City Clerk and Chief Deputy City Treasurer and Deputy City Clerk or subordinate classification must be effectuated by amendment to Article III, Section 1.1 of this resolution and/or reflected by amendment to the pay schedule reflecting the then- current compensation for the position of Chief Deputy City Clerk and Chief Deputy City Treasurer.

SECTION 2. SALARY ADVANCEMENT

2.1 Advancement shall mean a pay rate increase given to the employees covered by this resolution (hereinafter “Employee” or “Employees”), contingent upon merit and performance, within the pay range established for the Employee’s classification. Employee's pay rate increase shall be effective the first day of the payroll period in which the appropriate length of service is achieved.

2.2 In addition to those conditions provided for in the City’s Standard Management Procedures (“SMPs”), Employee shall be eligible for advancement when his/her length of satisfactory service in the classification satisfies at a minimum the following requirements:

Monthly Salary Step A	Monthly Salary Step B	Monthly Salary Step C	Monthly Salary Step D	Monthly Salary Step E	Monthly Salary Step F
Date of appointment	6 mos. after appt.	12 mos. after appt.	After at least 12 mos. in Step C	After at least 12 mos. in Step D	After at least 12 mos. in Step E

2.3 If Employee's performance evaluation has not been completed, discussed with the Employee and received by Human Resources by the merit date, the merit increase will be processed as scheduled.

2.4 The City Manager, at his/her sole discretion, or upon the recommendation of the City Clerk or City Treasurer (as applicable to Employee), may grant Employee an accelerated merit pay increase for exceptional job performance. Exceptional job performance merit pay increases shall not exceed ten percent (10%) in any twelve (12) month period. As used herein, the phrase "outstanding job performance" shall mean receiving an "outstanding" rating on Employee's most recent performance evaluation, such performance evaluation which is current. In no event may an Employee salary exceed the salary range establish by Section 1 above.

SECTION 3. ALLOWANCE FOR MILEAGE

3.1 The City shall reimburse Employee for use of his/her 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.

3.2 Reimbursement to Employee 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.

3.3 Employee reimbursement requests must be filed within the time frame required by SMP No. 3.18 or any applicable SMP which may be subsequently adopted.

SECTION 4. LONGEVITY PAY

4.1 Employee shall be entitled to two and one-half percent (2½%) of Employee's prevailing pay rate as longevity pay commencing on the anniversary of attaining fifteen (15) years continuous service credit with the City.

4.2 Employee shall be entitled to an additional two and one-half percent (2½%) of Employee's prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty (20) years continuous service credit with the City.

4.3 Employee shall be entitled to an additional two and one-half percent (2½%) of Employee's prevailing pay rate as longevity pay commencing on the anniversary of attaining twenty-five (25) years continuous service credit with the City.

SECTION 5. COURT SUMMONS/SUBPOENA/JURY DUTY

5.1 Summons and Subpoenas.

a. If Employee is summoned during or outside of work hours to provide testimony on behalf of the City, or as a result of the performance of the course and scope of the Employee's duties, or at the direction of the City Manager, City Attorney, or City Clerk or City Treasurer (as applicable to Employee), 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, then Employee shall be paid his/her prevailing pay rate during such court service.

b. If Employee is called as witnesses at the proceedings listed above, then Employee shall make arrangements to be placed "on call" with at least two-hour notice of the need for their attendance.

c. If Employee provides testimony on Employee's behalf or for Employee's personal interests, 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, then Employee shall be required to use approved accrued leave time or shall take time off as approved leave without pay.

5.2 Jury Duty.

Employee shall be entitled to pay for jury duty limited to ten (10) working days in any one (1) calendar year. Payment for jury duty shall be limited to those work days, or portions of work days, which fall during the Employee's regular work schedule, and shall not exceed forty (40) hours in any work week.

SECTION 6. BILINGUAL USAGE PAY

6.1 The Human Resources Department Head may authorize compensation to Employee for using bilingual skills during the course of work upon receipt of a written justification from the City Clerk or City Treasurer (as applicable to Employee).

6.2 If Employee is required to use bilingual skills during the course of work, he or she may petition for bilingual usage pay by submitting written justification, approved by the City Clerk or City Treasurer, as applicable, to the Human Resources Department Head.

6.3 Bilingual usage pay shall be fifty dollars ($50.00) per month.

6.4 The City may, at its discretion, test Employee for proficiency in a second language in order for such Employee to receive bilingual usage pay.

6.5 Employee may not qualify for more than one (1) "second" language or more than one (1) bilingual usage pay at any given time.

SECTION 7. ANNUAL PROFESSIONAL DEVELOPMENT ALLOWANCE

The City agrees to provide Employee with professional development pay of six hundred dollars ($600.00) as an allowance, payable in the first quarter of the fiscal year, 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 association fees; or any other expenses which promote the professional development of the Employee and promote the best interests of the City.

SECTION 8. PAYCHECK DISTRIBUTION

8.1 Payday shall be bi-weekly on Thursday. In the event the City determines to change the method of paycheck distribution, Employee will be advised thirty (30) working days in advance.

8.2 Payment distribution shall be through mandatory direct bank deposits except if Employee 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 Head and the Finance Department Head to be granted exception.

8.3 The City does not permit payroll check advances.

SECTION 9. OVERPAYMENT REMEDY

Employee shall reimburse the City for any overpayment of wages or benefits. Employee shall notify the City within three (3) working days of any such overpayment. Said reimbursement shall not be required until the City notifies Employee in writing. Reimbursement may be accomplished by lump-sum deduction made on the next subsequent Employee payroll check following overpayment notification, or by other reasonable repayment method acceptable to the Employee and the City, except that the lump-sum deduction shall be required if the next subsequent Employee payroll check is the final or termination check issued to Employee. Human Resources shall not unreasonably withhold approval of payroll deductions to recover the overpayment. Failure by the City to timely notify Employee of an overpayment does not waive the City's right to repayment.

ARTICLE IV

LEAVES

SECTION 1. ANNUAL LEAVE:

The City shall provide Employee 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 Clerk or City Treasurer (as applicable to Employee) has the exclusive authority to approve the use of annual leave.

1.3 Employee shall be credited with annual leave at the following accrual rates:

a. Eleven and thirty-three hundredths (11.33) hours for each month of service or major portion thereof from date of appointment to fifth (5th) anniversary date (0-5 yrs.);

b. Thirteen and thirty-three hundredths (13.33) hours for each month of service or major portion thereof upon fifth (5th) anniversary date to tenth (10th) anniversary date (6-10 yrs.);

c. Sixteen and sixty-six hundredths (16.66) hours for each month of service or major portion thereof upon tenth (10th) anniversary date (11 yrs. +);

d. Ten (10) hours upon twentieth (20th) anniversary date in addition to monthly accrual under Section 1.3c;

e. Twenty (20) hours upon twenty-first (21st) anniversary date in addition to monthly accrual under Section 1.3c;

f. Thirty (30) hours upon twenty-second (22nd) anniversary date in addition to monthly accrual under Section 1.3c;

g. Forty (40) hours upon twenty-third (23rd) anniversary date in addition to monthly accrual under Section 1.3c.

1.4 Employee shall not be credited with annual leave for leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

1.5 Employee may use annual leave only after completing six (6) months of service. Employee shall not use less than one (1) hour of annual leave at any time. Employee shall deduct from Employee's annual leave bank on an hour for hour basis for any time not at work or working for the City during official City work hours.

1.6 Employee shall not accrue more than five hundred (500) hours of annual leave. At five hundred (500) hours, employee shall cease accruing annual leave until the leave bank drops below five hundred (500) hours.

1.7 When Employee separates from the City service, he/she shall be compensated for any accrued annual leave, calculated using the Employee's prevailing pay rate, plus longevity pay on the date of separation from City service. Annual leave hours cashed at separation are not eligible for the City's match under the City's deferred compensation program.

SECTION 2. SICK LEAVE:

The City shall provide Employee with sick leave subject to the following conditions:

2.1 Employee 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. Employee shall not be credited with sick leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month.

2.2 Sick leave may not be used in increments of less than one-half hour. Employee may use accrued sick leave only after completing one (1) month of initial service. Employee shall deduct from Employ's sick leave bank on a minute for minute basis for any time that Employee is not at work or working for the City during official City work hours due to sick related and qualified reasons.

2.3 Employee may accrue a maximum of one thousand two hundred (1,200) hours of sick leave. At one thousand two hundred (1,200) hours, employee shall cease accruing annual leave until the leave bank drops below one thousand two hundred (1,200) hours. Employee may only cash out seven hundred fifty (750) hours of sick leave upon separation from the City.

2.4 Employee may not use sick leave at Employee's discretion, but only in cases of actual sickness, illness, injury or quarantine of Employee or actual sickness, illness, injury or quarantine of Employee's immediate family, or for bereavement or as required of the Employer by law. Sick leave shall be used for personal or family medical, dental, and optical appointments, and for any other appointments for the purpose of obtaining professional diagnosis and/or examinations for a medical or mental health condition of the Employee or his/her immediate family. Employee 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), or 42 U.S.C. Section 2601, et seq. (the federal Family Medical Leave Act of 1993 (FMLA)).

2.5 When Employee wishes to use accrued sick leave, Employee shall notify the City Clerk or City Treasurer (as applicable to Employee), or his/her designee (or the Human Resources Department if no designee), of the intended absence due to sickness, either before, or within one (1) hour after, the time set for beginning the work period, unless Employee is incapacitated and physically unable to provide the required notification. If Employee is on sick leave, then Employee shall regularly inform the City Clerk or City Treasurer, as applicable, or his/her designee (or the Human Resources Department if no designee), of Employee's status and projected return to work date.

2.6 When Employee uses sick leave, Employee shall complete and submit a signed leave request form. When Employee uses sick leave in excess of three (3) consecutive working days, and there is a pattern of absenteeism, the City may require the 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.

2.7 Employee shall be paid one-half (½) the value of accrued sick leave up to seven hundred fifty (750) hours, using Employee's prevailing pay rate, plus longevity pay upon termination from the City. Sick leave hours cashed at separation are not

eligible for the City's match under the City's deferred compensation program.

2.8 When employment terminates, Employee shall be compensated for one-half (1/2) the value of accrued sick leave, provided Employee 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 Employee's prevailing pay rate, plus longevity pay, on the date of Employee's separation from City service.

2.9 The City Clerk or City Treasurer, as applicable*,* may only approve the use of other leaves in lieu of sick leave when Employee has no sick leave available and the need for such leave is due to a catastrophic illness or injury to Employee or his/her immediate family.

SECTION 3. SICK LEAVE INCENTIVE PLAN:

3.1 If Employee uses (50) hours or less of sick leave during the preceding calendar year, then Employee 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. At Employee's election, the payment for unused sick leave may be converted to equivalent annual leave.

3.2 Employee shall indicate election by written request to the Finance Department Head 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 Employee elects to receive payment in cash or annual leave, then Employee'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, Employee must have been a full-time regular Employee for two full years prior to the calendar year during which the sick leave to be so converted is earned. Employee must also 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 5. ADMINISTRATIVE LEAVE:

The City shall determine whether Employee is or is not exempt from the provisions of the Fair Labor Standards Act based upon the duties assigned. If Employee is exempt, then City shall provide exempt designated Employee with administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, subject to the following conditions:

5.1 Employee designated as exempt shall be credited with ten (10) hours of

administrative leave per month. Exempt Employee may accrue a maximum of one hundred sixty (160) hours of administrative leave, after which accruals cease until below the cap amount.

5.2 Use of administrative leave shall require the prior written approval of the City Clerk or City Treasurer, as applicable, or, in such official's absence, the City Manager.

5.3 When Employee who is exempt separates from the City service for any reason, the City shall compensate Employee for all accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate, plus longevity pay on the date of Employee's 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.

5.4 Employee shall not be credited with administrative leave hours for leaves of absence without pay exceeding eighty (80) working hours in a calendar month.

SECTION 6. LEAVE OF ABSENCE WITHOUT PAY:

6.1 The City Clerk or City Treasurer (as applicable to Employee) has the exclusive authority to approve Employee's request for leave of absence from work without pay. Such leave of absence shall not be approved unless Employee provides the City Clerk or City Treasurer, as applicable, with a written reason for the request. If the City Clerk or City Treasurer, as applicable, approves such leave of absence for a period of eight (8) working days or less, Employee shall not lose any seniority or tenure for such leave of absence. After the expiration of an approved leave of absence without pay, Employee shall be reassigned to Employee's former classification. A leave of absence without pay will not be granted in excess of one (1) year. Employee shall be responsible for paying for the cost of Employee's benefits from the COBRA effective date.

6.2 The City Clerk or City Treasurer, as applicable, has the authority to grant or deny Employee's request for leave of absence from work without pay. In accordance with federal and/or state laws, the City has the right to grant Employee's request for up to twelve (12) weeks of unpaid, job protected leave when eligible for certain family and medical reasons under the FMLA.

6.3 The continuation of City paid benefits period for Employee on leave without pay for medical reasons shall be ninety (90) days or longer in accordance with the FMLA, California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL). If Employee is not covered by FMLA, CFRA and/or PDL, then Employee shall not be eligible for the ninety (90) day continuation of benefits.

SECTION 7. WORKERS' COMPENSATION LEAVE:

The City will provide Employee with workers compensation coverage and leave in accordance with California workers compensation law.

7.1 Except as otherwise provided, if Employee is disabled by bodily injury or sickness in the course and scope of employment, then Employee shall be paid Employee's 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, Employee returning to work, or a refusal by Employee to return to work following a determination by a physician that Employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to Employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. During the time Employee when disabled is receiving the 17 weeks of paid Workers' Comp leave, Employee shall continue to accrue annual leave, sick leave, seniority and tenure for purposes of pay adjustments or advancements.

7.2 If Employee is still disabled after seventeen (17) weeks, ten Employee may apply for long term disability leave and long-term disability benefits in accordance with Article III, Section 4.

7.3 The City Clerk or City Treasurer (as applicable to Employee) shall make all reasonable efforts to provide Employee with light duty assignments when Employee is still disabled after seventeen (17) weeks from the date of disability.

7.4 As used in this Section 7, the term "disabled" or "disability" shall have that meaning set forth in California workers' compensation law.

SECTION 8. MILITARY LEAVE:

The City shall grant military leave to Employee as required in the California Military and Veterans Code Sections 389 through 395.4.

SECTION 9. TIME OFF FOR VOTING:

The City shall provide Employee with time off for voting subject to the following conditions:

9.1 If Employee claims not to have sufficient time outside of working hours to vote at a statewide election, then Employee may, without loss of pay, and with the approval of the City Clerk or City Treasurer (as applicable to Employee), take off up to two (2) working hours, which when added to the voting hours available outside of working hours will enable the Employee to vote. The City Clerk or City Treasurer, as applicable, may not authorize 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 Employee the most time for voting and the least time off from work.

9.2 If Employee knows or has reason to believe that time off for voting shall be necessary on Election Day, then Employee shall notify the City Clerk or City Treasurer, as applicable, in writing, of that fact at least two (2) work days in advance.

SECTION 10. REST PERIOD:

The City Clerk or City Treasurer (as applicable to Employee) may provide Employee with

a compensated rest period of fifteen (15) minutes for each half work period as determined by standard management procedures. Employee may not use the rest period to compensate for a late arrival or early departure from work, nor shall they be combined with any meal period. Rest periods shall have no monetary value and shall be forfeited if not used during the work day.

SECTION 11. HOLIDAY LEAVE:

11.1 The City shall provide Employee with the following eleven (11) holidays with pay subject to the following conditions:

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

11.2 When any day designated as a holiday falls on a Friday or Saturday, the ten (10) hours of holiday leave will be converted to annual leave and added to the Employee 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 get the leave conversion, Employee must work Employee's full regularly scheduled workday immediately before and after the holiday unless Employee is absent from any portion or all of Employee's regularly scheduled workday immediately before or after the holiday on authorized paid leave. Employee shall not receive pay for a holiday, or receive the leave conversion, if any leave without pay was used by Employee on Employee's regularly scheduled workday immediately before or after the holiday.

11.3 When any day designated as a holiday falls on Employee's regular day off, Employee shall have the option to take the workday prior or the workday after the holiday, in observance of the holiday, or have the then (10) hours of holiday leave converted to annual leave and added to Employee's annual leave balance.

11.4 In the event that the Mayor or the City Council declares a portion of the day before Christmas (December 24th) or a portion of the day before New Year's Day (December 31st) to be a holiday, Employee must use such additional holiday leave when granted, and such leave cannot be accrued. Employees absent on other paid leave when such additional holiday leave is granted shall not receive

compensatory leave or additional pay because of the absence. Employee shall not receive holiday pay for this half-day holiday if any leave without pay was used by Employee during Employee's regularly scheduled workday immediately before or after the half-day holiday.

11.5 All designated holidays shall be compensated for in ten (10) hour increments, for a total of one hundred (100) hours annually regardless of Employee's work schedule.

11.6 When Employee is assigned to a 5/40 or 9/80 work schedule, the one (1) or two (2) hours of excess holiday will be converted to annual leave.

11.7 Should the City abandon the closure of City Hall on Fridays, the day after Thanksgiving will be reinstated as a holiday and holiday hours will be renegotiated to ensure that Employee accrues the same number of holiday hours.

SECTION 12: BEREAVEMENT LEAVE:

Employee will be allowed twenty (20) consecutive hours of paid bereavement leave per calendar year without carryover into the next calendar year in the event of the death of Employee's spouse, domestic partner, children, stepchildren, foster children, parent, stepparent, brother, sister, grandparents, or grandchildren. Consistent with state law, Employee may take up to five (5) days of bereavement leave total within three months following the death of Employee's spouse, domestic partner, children, stepchildren, foster children, parent, stepparent, brother, sister, grandparents, or grandchildren. For bereavement leave taken beyond the twenty (20) hours of paid bereavement leave, Employee may take the bereavement leave as unpaid or may use another form of leave (e.g. vacation, personal leave, accrued and available sick leave, or compensatory time off) that is otherwise available to Employee.

SECTION 13. REDEMPTION OF ACCUMULATED LEAVE:

Employee may redeem up to one hundred (100) hours of any accumulated leave in each fiscal year. The redemption shall be subject to the following conditions:

13.1 Sick leave will be paid at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed.

13.2 All other types of leave will be paid at the rate of one (1) hour of pay for each hour of leave redeemed.

13.3 In no event shall Employee receive pay for more than one hundred (100) hours in a fiscal year, under the terms of this Section.

SECTION 14. DIRECT LEAVE DONATION:

Employees shall not be eligible to participate in Direct Leave Donation, including under the Person to Person Leave Donation Standard Management Procedure (SMP).

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 (including Riverside and San Bernardino counties) for the Chief Deputy City Clerk and Chief Deputy City Treasurer and eligible dependents.

1.2 The cafeteria cap for the use of excess monies shall be one two hundred dollars ($200.00) per month for Employee regardless of the number of dependents, which may be used by the Employee in the following order: i) vision care; ii additional insurance coverage; and iii) Flexible Savings Account/ Dependent Care.

1.3 Employee shall have the right to use monies remaining from the sums provided for health insurance to purchase additional term life insurance, vision care and/or long-term care insurance offered by the City.

1.4 Employee may elect to discontinue or not elect health insurance coverage, provided that Employee submits written proof of equivalent health insurance coverage. If Employee elects to discontinue or not elect health insurance coverage, then Employee 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 Employee. Employee may elect to resume health coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored health coverage plans.

1.5 Employee when covered by this section shall have Employee's choice of plans provided by the California Public Employee Retirement System (CalPERS), which are available in this service area.

1.6 Spouse and dependent coverage shall be available as provided through CalPERS. Employee'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 is subject to any contract changes by CalPERS.

1.7 When eligible and retired, Employee shall be covered by the health insurance provided by the City according to the rules established by CalPERS. For Employees hired on or after January 1, 2014, the City shall pay a monthly health insurance premium for eligible retired Employee's 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 Employee
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 Employee and Employee's eligible dependents.

2.2 Employee may elect to discontinue or not enroll in the dental insurance program provided that Employee submits written proof of equivalent coverage. If Employee elects to discontinue or not enroll in the dental insurance program, then Employee shall receive sixty-five (65%) or fifty-six dollars and fifty-five cents ($56.55) to be placed into a City-sponsored deferred compensation plan credited to Employee. Employee may elect to resume dental coverage during any open enrollment period, as a result of any change in status, or any other period of time authorized by the policies and requirements of the City-sponsored dental coverage plans.

SECTION 3. LIFE INSURANCE COVERAGE:

The City agrees to provide Employee with term life insurance coverage of not less than one hundred thousand ($100,000.00), subject to the requirements of the insurance carrier. Employee 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 Employee's health insurance. The City may offer additional life insurance programs already offered to other employees for Employee purchase.

SECTION 4. SHORT TERM AND LONG-TERM DISABILITY INSURANCE PROGRAM:

4.1 The City shall provide long term disability insurance (or "LTD") benefits for Employee 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 Employee solely to provide the benefit during the 90-day LTD benefit waiting period, the City shall provide a STD insurance plan for Employee 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. If Employee is eligible and has been employed with the City for five (5) or more years, and is disabled from Employee's own occupation, then Employee shall be entitled to sixty-six and two-thirds percent (66⅔%) of Employee's base pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65); and

b. Alternatively, if Employee is eligible and has been employed with the City for fewer than five (5) years and is disabled from Employee's own occupation, then Employee shall be entitled to sixty-six and two-thirds percent (66⅔%) of Employee's base pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave for twenty-four (24) months. If Employee is eligible and has been employed with the City for fewer than five (5) years and is disabled from all occupations, then Employee shall be entitled to sixty-six and two-thirds percent (66⅔%) of Employee's base pay rate to a maximum pay rate of seven thousand five hundred dollars ($7,500.00) per month at the commencement of disability leave up to age sixty-five (65).

c. There shall be no reduction of LTD or STD benefits for a workers' compensation permanent disability award. In no case shall Employee while 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 Employee is disabled from Employee's 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, Employee shall be paid Employee's 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, Employee returns to work, or a refusal by Employee to return to work following a determination by a physician that Employee is no longer temporarily disabled, whichever comes first. In the event of a dispute between the treating physician and another physician as to Employee's temporary disability status, such dispute shall be resolved in accordance with applicable California Workers' Compensation laws. If Employee is approved for workers' compensation leave, then Employee shall not be eligible for STD or LTD benefits during the period of such workers' compensation leave. LTD eligibility for Employee if 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, Employee may use sick leave, comp time, administrative leave or annual leave, in the order specified herein, to equal 100% of Employee's regular salary in conjunction with the disability benefit payment.

SECTION 5. CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM (CALPERS):

5.1 The City's May 6, 2011, CalPERS contract amendment provides for a tiered retirement benefit. If Employee meets the CalPERS definition of a "Classic Member", then City shall include Employee in the CalPERS "2% at 55" Plan with the following optional public agency contract provisions:

a. The optional contract provision relating to one (1) year final compensation (12 highest paid consecutive months);

b. The optional contract provision relating to military service credit as public service;

c. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

d. The optional contract provision relating to two years additional service credit;

e. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

f. The optional contract provision relating to the ability to purchase part-time service credit, but solely at Employee's own cost.

5.2 If Employee meets the CalPERS definition of a "New Member," then City shall include Employee in the CalPERS "2% at 62" Plan with a three-year final compensation period, and with the following optional contract provisions:

a. The optional contract provision relating to military service credit as public service;

b. The optional contract provision relating to the 1959 Survivors Program at the level four benefits;

c. The optional contract provision relating to two years additional service credit;

d. The optional contract provision relating to the Pre-Retirement Option 2W Death Benefit;

e. The optional contract provision relating to the ability to purchase part-time service credit, but solely at the Employee's own cost.

5.3 Employee shall pay the full percentage of the member contribution regardless of whether designated as a "Classic" or "New" member. The City offers no Employer Paid Member Contribution.

SECTION 6. DEFERRED COMPENSATION PROGRAM:

The City will match Employee's annual contributions to a deferred compensation account, dollar for dollar, as follows:

a. Two thousand four hundred ($2,400.00) per calendar year.

Funds shall be electronically transferred each payday. The City shall match Employee's contribution at the time Employee makes said contribution deposit into Employee's deferred compensation plan up until Employee reaches the maximum City's match per calendar year.

SECTION 7. VISION CARE PROGRAM:

The City will sponsor a vision care program. Employee 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. 125 PLAN:

The City shall provide a Section 125 Tax Code plan in order to allow Employee to deduct excess insurance premiums, unreimbursed medical expenses, and childcare payments before taxes.

SECTION 9. USE OF VETERANS PARK SPORTS COMPLEX:

Employee and Employee's family shall be entitled to use all facilities and programs at Veterans Sports Complex at the rates below:

Employee – one hundred dollars ($100.00) per year
Employee and family – one hundred fifty ($150.00) per year

If Employee renews the membership, then Employee shall receive the same percentage discount on the above prices as the general public receives at time of renewal. For purposes of this section, family shall mean those family members eligible for coverage

under the CalPERS Health Insurance program provided by the City.

SECTION 10. EDUCATION/ TUITION REIMBURSEMENT:

The City will reimburse the Chief Deputy City Clerk and Chief Deputy City Treasurer 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 Chief Deputy City Clerk and Chief Deputy City Treasurer'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 coursework must be taken on the Employee's own time. City time may not be used to attend educational opportunities covered by this benefit. If a course is only offered during regularly scheduled work hours, the Chief Deputy City Clerk and Chief Deputy City Treasurer's supervisor and Department Director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

The Employee 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. Only the full-time, regular Chief Deputy City Clerk and Chief Deputy City Treasurer are eligible, provided they have completed a minimum of six months of full-time employment. The deadline for submitting Education Reimbursement

Forms for any expenses for the prior Fiscal Year is the end of the second full pay period of July.

Chief Deputy City Clerk and Chief Deputy City Treasurers 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.

This Education/Tuition Reimbursement benefit may be revoked or suspended by the City Council at any time and at the City Council's discretion. Should the City Council decide to revoke or suspend the program, Chief Deputy City Clerk and Chief Deputy City Treasurers currently enrolled in course work will be permitted to complete and submit reimbursement requests for the current active term (quarter or semester).

SECTION 11. CONFERENCE ATTENDANCE:

The City agrees to permit Employee to attend one work-related professional conference of Employee's choosing during each fiscal year, with the approval of the City Clerk or City Treasurer, as applicable, and the City Manager, at City expense provided funds are available. The location of the conference must be held within the Western Continental United States and shall be consistent with any SMP authorized by the City Manager on attendance at conferences. The conference would be in addition to any conference the City Clerk or City Treasurer (as applicable to Employee) may require the Employee to

attend. The Employee will receive no additional compensation or consideration if Employee chooses not to make use of this opportunity in a given fiscal year.

SECTION 12. FLEXIBLE WORK SCHEDULES:

The City Clerk or City Treasurer, as applicable, should work with Employee 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 as determined by the City Clerk or City Treasurer, as applicable, and approved by the City Manager.

SECTION 13. SEVERANCE

Should Employee be terminated without cause by the City Clerk or City Treasurer (as applicable to Employee), the City shall provide Employee three (3) months' severance in exchange for the signing of a release and waiver of all claims, in a form to be approved by the City Attorney and executed and approved by the City Manager.

For the purposes of determining eligibility for a severance payment, "cause" for termination shall include, but not be limited to, the following: 1) willful or persistent material breach of duties, 2) résumé fraud or other acts of material dishonesty, 3) unauthorized absence or leave, 4) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality), conviction of a misdemeanor DUI, or conviction of a felony under California law (the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution of charges brought against Employee), 5) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 6) violation of state law or the City's Municipal Code, ordinances, rules, and regulations, 7) use or possession of illegal drugs, 8) engaging in conduct tending to bring embarrassment or disrepute to the City, 9) any illegal or unethical act involving personal gain, 10) theft or attempted theft, 11) significant financial mismanagement, 12) pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted directions or policy decisions of the City Clerk or City Treasurer, as applicable, and 13) gross misfeasance or gross malfeasance.

If there is more than one (1) appointment to Employee's position in a given twelve (12) month rolling calendar period, then the second appointment to the position shall not receive any severance package unless approved by separate resolution of City Council."

ARTICLE VI

GENERAL

SECTION 1. This resolution shall be effective immediately upon its adoption.

SECTION 2. 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 15th day of April, 2025.

_____
MAYOR LULA DAVIS-HOLMES

ATTEST:

_____
CITY CLERK DR. KHALEAH K. BRADSHAW

APPROVED AS TO FORM:

_____
CITY ATTORNEY SUNNY K. SOLTANI

Report to City Council, Successor Agency, and Housing Authority

Tuesday, April 15, 2025, 5:00 PM

CONSENT 24.

To: City Council, Successor Agency, and Housing Authority

From:

Subject: CONSIDER MONTHLY INVESTMENT AND CASH REPORT FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, CARSON SUCCESSOR AGENCY-MONTH ENDING MARCH 31, 2025 (CITY COUNCIL)

I. SUMMARY

Submitted to the Mayor and City Council is the monthly Investment and Cash Report for the City of Carson, Successor Agency and Carson Housing Authority for the month ending March 31, 2025. Following are the total reserves and cash on hand for the City of Carson and each Carson entity:

City of Carson reserves (Invested assets): $223,407,293.68

City of Carson available cash: $36,137,137.37

Restricted funds for the city of Carson include cash on hand and reserves for the Successor Agency, Housing Authority and Co-Op Agreement:

Total City of Carson restricted funds: $23,198,619.87

II. RECOMMENDATION

RECEIVE and FILE

III. ALTERNATIVES

TAKE another action the Council deems appropriate.

IV. BACKGROUND

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

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

V. FISCAL IMPACT

None

VI. EXHIBITS

1. Summary of Cash (Pg. 3)
2. City of Carson Investment (Pgs. 4-6)
3. City of Carson Successor Agency Investments (Pg.7)
4. City of Carson Housing Authority (Pg. 8)

Attachments

Cash rpt March 2025.pdf
CITY OF CARSON PORTFOLIO RESERVES SUMMARY MARCH 2025.pdf
CITY OF CARSON SUCCESSOR PORTFOLIO RESERVES SUMMARY MARCH 2025.pdf
CITY OF CARSON HOUSING PORTFOLIO RESERVES SUMMARY MARCH 2025.pdf

Cash and Investment Report Summary
City of Carson, Carson Successor Agency, Carson Housing Authority
March 31, 2025

	Available Cash	Invested Funds
General Fund	$36,137,137.37	$223,407,293.68
Successor Agency (restricted revenue)	$6,184,699.66	$7,643,800.42
Housing Authority (restricted revenue)	$4,488,475.15	$3,000,000.00
Co-Op Agreement (restricted revenue)	$1,881,644.64	

CITY OF CARSON PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
MARCH 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
BNY Cash Reserve Cash	MM1159A	0.130	8,748,390.62	8,748,390.62	8,748,390.62	3.92
Preferred Premier Cash	MM942	3.250	39,631,333.52	39,631,333.52	39,631,333.52	17.74
Sub Total / Average Cash		2.686	48,379,724.14	48,379,724.14	48,379,724.14	21.66
Certificate Of Deposit						
Eaglemark Saving Bank 2 3/2/2027	27004PCM3	2.000	245,000.00	245,000.00	235,309.29	0.11
East/West Bank 3.55 7/23/2025	178064422B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.97
East/West Bank 3.55 7/23/2025	178944242B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.97
East/West Bank 3.55 7/23/2025	178622841A	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.97
East/West Bank 3.55 7/23/2025	1785024444B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.97
East/West Bank 3.55 7/23/2025	178417994B	3.550	2,164,674.00	2,164,674.00	2,164,674.00	0.97
East/West Bank 3.55 7/31/2025	178011696	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.49
East/West Bank 3.55 7/31/2025	0178225460-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.49
East/West Bank 3.55 7/31/2025	0178585526-L	3.550	1,088,513.59	1,088,513.59	1,088,513.59	0.49
East/West Bank 3.55 7/31/2025	0178800198-L	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.49
East/West Bank 3.55 7/31/2025	178002788	3.550	1,090,992.91	1,090,992.91	1,090,992.91	0.49
East/West Bank 4.15 8/8/2025	178659182L	4.150	1,086,498.51	1,086,498.51	1,086,498.51	0.49
East/West Bank 4.15 8/8/2025	178740303L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.49
East/West Bank 4.15 8/8/2025	178254698L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.49
East/West Bank 4.15 8/8/2025	178208467L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.49
East/West Bank 4.15 8/8/2025	178712582L	4.150	1,085,625.43	1,085,625.43	1,085,625.43	0.49
MABUHAY 3.25 8/13/2027	XXXX49	3.250	220,938.64	220,938.64	220,938.64	0.10
Preferred Bank 4.27 4/26/2025	306119-L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Preferred Bank 4.27 4/26/2025	3000003703-L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Preferred Bank 4.27 4/26/2025	300691-L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Preferred Bank 4.27 4/26/2025	300683-L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Preferred Bank 4.27 4/27/2025	30000006915-L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Preferred Bank 4.27 9/10/2025	30000007180L	4.270	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Preferred Bank 4.42 9/10/2025	300007199L	4.420	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Preferred Bank 5.14 8/1/2025	6893B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.45

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Preferred Bank 5.14 8/1/2025	6907B	5.140	1,000,000.00	1,000,000.00	1,000,000.00	0.45
Sallie Mae Bank/ Salt Lake 1 7/14/2026	7954507A7	1.000	250,000.00	250,000.00	239,882.88	0.11
Toyota Finl Svgs BK 1.05 10/21/2026	8923M-LW-9	1.050	245,000.00	245,000.00	233,434.70	0.11
USBS BANK1.05 10/27/2026	90348JV56	1.050	245,000.00	245,000.00	233,277.14	0.11
Sub Total / Average Certificate Of Deposit		3.842	31,910,794.10	31,910,794.10	31,867,698.11	14.28
Corporate						
Bank of America 1.4 5/14/2026-22	06048WL99	1.400	300,000.00	300,000.00	289,602.00	0.13
BERKSHIRE HATHAWAY FIN 2.3 3/15/2027	084664CZ2	2.580	300,000.00	296,087.07	289,974.00	0.13
GOOGLE- Alphabet Inc. 1.998 8/15/2026	02079KAC1	2.000	300,000.00	299,972.90	291,453.00	0.13
John Deere Capital Corp 1.05 6/17/2026	24422EVR7-A	1.050	300,000.00	300,000.00	288,768.00	0.13
JPMORGAN CHASE CO 1.2 4/30/2026-23	48128G3G3	1.200	300,000.00	300,000.00	289,827.00	0.13
TARGET CORPORATION 1.95 1/15/2027	87612EBM7	1.990	500,000.00	499,063.55	481,115.00	0.22
Sub Total / Average Corporate		1.732	2,000,000.00	1,995,123.52	1,930,739.00	0.90
Local Government Investment Pool						
LAIF LGIP	LGIP9143	4.330	25,909,194.67	25,909,194.67	25,909,194.67	11.60
Sub Total / Average Local Government Investment Pool		4.330	25,909,194.67	25,909,194.67	25,909,194.67	11.60
Money Market						
East/West Bank MM	22305	3.250	84,733,510.91	84,733,510.91	84,733,510.91	37.93
Sub Total / Average Money Market		3.250	84,733,510.91	84,733,510.91	84,733,510.91	37.93
US Agency						
FAMC 2.3 3/8/2027	31422XVA7	2.300	1,000,000.00	1,000,000.00	967,680.00	0.45
FAMC 3 8/15/2025	31422XD74	3.280	1,000,000.00	992,106.27	995,050.00	0.45
FFCB 0.84 3/2/2026-21	3133EMSK9	0.907	1,000,000.00	996,743.00	970,180.00	0.45
FFCB 1.27 11/2/2026	3133ENCQ1	1.270	1,000,000.00	1,000,000.00	957,670.00	0.45
FFCB 1.43 11/23/2026-22	3133ENEM8	1.430	1,000,000.00	1,000,000.00	958,660.00	0.45
FFCB 1.53 1/26/2026	3133ENLDO	1.530	2,000,000.00	2,000,000.00	1,957,160.00	0.90
FFCB 4 11/1/2027	3133ERZC8	4.000	474,069.86	474,069.86	474,264.23	0.21
FFCB 4 11/1/2029-25	3133ERZD6	4.121	1,000,000.00	994,627.33	996,330.00	0.45
FFCB 4.47 3/5/2030	3133ER5U1	4.470	1,000,000.00	1,000,000.00	1,001,810.00	0.45
FHLB 1 3/26/2026-21	313ALMV3	1.000	1,000,000.00	1,000,000.00	969,130.00	0.45
FHLB 1 9/30/2026	3130AP6D2	1.000	1,000,000.00	1,000,000.00	956,080.00	0.45
FHLB 1.125 10/14/2026	313OAPBS3	1.125	1,000,000.00	1,000,000.00	956,170.00	0.45
FHLB 1.13 7/20/2026	3130AN3R9	1.130	1,000,000.00	1,000,000.00	961,260.00	0.45
FHLB 1.3 11/24/2026-22	3130APU37	1.326	1,000,000.00	998,750.00	956,110.00	0.45
FHLB 1.31 10/28/2026	3130APLN3	1.310	1,000,000.00	1,000,000.00	958,560.00	0.45
FHLB 1.375 11/16/2026	3130APLP8	1.375	1,000,000.00	1,000,000.00	956,560.00	0.45
FHLB 1.5 1/27/2027	3130AQHM8	1.500	1,000,000.00	1,000,000.00	955,640.00	0.45
FHLMC 4.12 9/29/2025	3134GX2M5	4.145	1,000,000.00	999,273.00	998,750.00	0.45

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
FHLMC 4.6 3/6/2030	3134HBBT7	4.600	1,000,000.00	1,000,000.00	997,500.00	0.45
Sub Total / Average US Agency		2.118	19,474,069.86	19,455,569.46	18,944,564.23	8.72
US Treasury						
T-Bond 3.125 8/15/2025	91282CFE6	3.246	1,000,000.00	996,573.44	995,710.00	0.45
T-Bond 4.125 2/15/2027	91282CKA8	4.424	1,000,000.00	991,750.00	1,003,240.00	0.45
T-Note 3 7/15/2025	91282CEY3	4.739	2,000,000.00	1,966,765.62	1,992,460.00	0.90
T-Note 3.375 9/15/2027	91282CLL3	3.475	1,000,000.00	997,215.63	987,500.00	0.45
T-Note 3.5 9/30/2026	91282CLP4	3.586	1,000,000.00	998,351.56	993,090.00	0.45
T-Note 3.875 10/31/2029	91282CFL0	4.070	1,000,000.00	991,456.88	996,060.00	0.45
T-Note 3.875 11/30/2029	91282CFY2	4.056	1,000,000.00	991,936.23	995,820.00	0.45
T-Note 4 1/31/2029	91282CJW2	4.283	1,000,000.00	987,532.55	1,001,680.00	0.45
T-Note 4 10/31/2029	91282CFT3	4.073	1,000,000.00	996,837.50	1,001,090.00	0.45
T-Note 4 2/25/2026	91282CGL9	4.469	1,000,000.00	989,003.13	998,820.00	0.45
Sub Total / Average US Treasury		4.106	11,000,000.00	10,907,422.54	10,965,470.00	4.92
Total / Average		3.267	223,407,293.68	223,291,339.34	222,730,901.06	100

CITY OF CARSON SUCCESSOR AGENCY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
MARCH 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Cash						
Preferred Bank Cash	MM0099	3.250	6,179,852.42	6,179,852.42	6,179,852.42	80.85
Sub Total / Average Cash		3.250	6,179,852.42	6,179,852.42	6,179,852.42	80.85
Local Government Investment Pool						
LAIF LGIP	LGIP9016	4.333	1,463,948.00	1,463,948.00	1,463,948.00	19.15
Sub Total / Average Local Government Investment Pool		4.333	1,463,948.00	1,463,948.00	1,463,948.00	19.15
Total / Average		3.457	7,643,800.42	7,643,800.42	7,643,800.42	100

CITY OF CARSON HOUSING AUTHORITY PORTFOLIO RESERVES SUMMARY
FOR THE MONTH ENDING
MARCH 31, 2025

Description	CUSIP/Ticker	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	% of Portfolio
Certificate Of Deposit						
Preferred Bank 4.42 9/27/2025	3000022368	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022333	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Preferred Bank 4.42 9/27/2025	3000022341	4.420	1,000,000.00	1,000,000.00	1,000,000.00	33.33
Sub Total / Average Certificate of Deposit		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100.00
Total / Average		4.420	3,000,000.00	3,000,000.00	3,000,000.00	100

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: James Nguyen, Special Projects Manager CD Administration

Subject: CONSIDER AN UPDATE TO CITY'S BROWNFIELDS GRANT AWARDS: (1) RATIFYING THE CITY'S COMMUNITYWIDE ASSESSMENT (MARC) COOPERATIVE AGREEMENT WITH THE US ENVIRONMENTAL PROTECTION AGENCY (US EPA) ENTERED INTO BETWEEN THE CITY OF CARSON AND US EPA; (2) RATIFYING AMENDMENT 3 TO THE CITY'S EQUITABLE COMMUNITIES REVITALIZATION GRANT (ECRG) AGREEMENT ENTERED INTO BETWEEEN THE CITY OF CARSON AND THE STATE OF CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES CONTROL (DTSC); AND (3) ADOPTING RESOLUTION NO. 25-041 AMENDING THE FISCAL YEAR 2024-2025 CITY BUDGET TO ACCEPT THE MARC AWARD AND AUTHORIZE RELATED EXPENDITURES

I. SUMMARY

The City was recently awarded two (2) grant awards: (1) A Community-wide Assessment Grant under the US EPA MARC program for $500,000; and (2) Site Investigation award for the Sywest Development site under DTSC's ECRG program for $236,000. The recommended actions would be to formally accept the funding through approval of the grant agreements. An amendment to the City's budget for this current fiscal year would authorize expenditures for the US EPA Community Wide Assessment Grant. No budget amendment is needed at this time for the ECRG award of $236,000. The ECRG award will be incorporated into next fiscal year's budget for 2025-2026 when grant related expenditures will be incurred.

II. RECOMMENDATION

TAKE the following actions:

1. **RATIFY** and **APPROVE** the US EPA MARC Cooperative Agreement, dated September 12, 2024 (Exhibit No. 1);
2. **RATIFY** and **APPROVE** Amendment 3 to the DTSC ECRG Agreement, dated March 11, 2025 (Exhibit No. 2); AND
3. **WAIVE** further reading and **ADOPT** Resolution No. 25-041, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ACCEPT ONE GRANT IN THE TOTAL AMOUNT OF $500,000 IN CONNECTION WITH THE US EPA MULTIPURPOSE, ASSESSMENT, REVOLVING LOAN FUND, AND CLEAN-UP (MARC) GRANT PROGRAM"

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

US EPA MARC Program

In October 2023, the City adopted Resolution No. 23-167 authorizing the submittal of application for funding with EPA, including future funding rounds. The City submitted an application for a community-wide assessment and was successfully awarded $500,000. In this funding round, Carson was the only city in California to have received this highly competitive award. Community wide assessment funding may be used for the direct costs associated with the inventory development, site prioritization, community involvement, site reuse planning, assessment, and cleanup planning for brownfield sites.

The Notice of Award for the Cooperative Agreement, which is dated September 12, 2024, states that no City signature on the agreement is required and that the City demonstrates its commitment to carry out the award by not filing a notice of disagreement with the terms and conditions within 21 days of the award date. Therefore, it is likely that no further City action to approve the Cooperative Agreement is necessary in the EPA's view. However, for the sake of transparency and out of an abundance of caution, staff recommends that the City Council formally ratify and approve the Cooperative Agreement (Exhibit No. 1). The EPA's terms and conditions for the award can be found commencing on page 5 of the agreement.

DTSC ECRG Program

In 2021, Governor Newsom signed the Cleanup in Vulnerable Communities Initiative (CVCI), allocating $500 million to expedite the cleanup and beneficial reuse of contaminated properties with priority given to properties in historically vulnerable and disadvantaged communities. A majority of the CVCI funding ($270.5 million) was allocated to the California Environmental Protection Agency's Department of Toxic Substances Control (DTSC)'s Equitable Community Revitalization Grant (ECRG) Program. Three rounds of ECRG funding were initially announced.

In June 2022, the City was notified that it had been awarded the ECRG Round 1 funding in the amount of $315,000 for the environmental site investigation of the Sywest Development project at 20151 S. Main Street. The site was formerly known as the South Bay Six Drive-In and prior to that the site was known as the former Southwest Conservation Landfill. All $315,000 of the grant was spent one year ahead of schedule on site work and investigation for the purpose of producing a Preliminary Endangerment Assessment (PEA) report as required by DTSC. After review of the PEA Report, DTSC determined that the following would be required prior to moving forward with development: a Supplemental Site Investigation Workplan and Report, a Removal Action Workplan (RAW), and a Human Health Risk Assessment (HHRA).

DTSC published ECRG Program guidelines for Round 2 funding in 2023. The City submitted three (3) grant applications and was awarded grant funds for all three (3) applications including the Sywest Development site. Specifically, Sywest was granted $375,000 for additional environmental assessment including the development of a Supplemental Site Investigation, Removal Action Workplan, and a Human Health Risk Assessment. Work on Sywest under ECRG Round 2 funding has commenced. During initial reviews, DTSC has determined that additional bores were necessary to determine landfill extent, including adjacent offsite drilling. Therefore, environmental investigative work costs will increase.

As such, staff has applied for additional funding through a separate ECRG Round 1 amendment process to ensure adequate funding is obtained to complete the investigation. As part of the amendment process, a presentation was made by staff to DTSC on February 13, which led to the successful award of $236,000. The proposed Amendment No. 3 to the ECRG Agreement (Exhibit No. 2) would amend the existing ECRG Agreement to increase the total grant award amount accordingly, from $315,000 to $551,000. The amended grant term expiration will end on February 26, 2027. No other changes are made by Amendment 3 to the existing ECRG Agreement (as amended by the previously-approved Amendment No.'s 1 and 2). The City Manager has already approved and executed Amendment No. 3, as the City was given a very short turnaround time to do so upon receiving notice of the additional funding award by DTSC. Accordingly, staff recommends that the City Council now ratify the approval of Amendment No. 3.

ECRG Round 3 - Governor Newsom's initial 2025-26 January budget excludes approximately $100 million in remaining funds for Round 3 of the ECRG program. Thus, the unexpected loss of ECRG Round 3 funding would stall previously planned vital cleanup efforts on sites in Carson such as the Sywest Development site. City staff is monitoring the future of the program and is working with our legislative advocacy team to help refund this vital program.

V. FISCAL IMPACT

Adoption of Resolution No. 25-041 will amend and increase the City's FY 24-25 budget by $500,000. Specifically, Full-Time Salaries Account No. 223-70-720-100-5002 will increase by $61,020, Professional Services Account No. 223-70-720-100-6004 will increase by $425,500, Materials & Supplies Account 223-70-720-100-6009 will increase by $1,480, and Conference and Travel Account No. 223-70-720-100-6014 will increase by $12,000. Some positive fiscal impacts to the General Fund are anticipated as these funds would reduce the cost of environmental assessment and investigation on city owned property and pay for staff time that would have otherwise been paid by General Fund.

Relative to approval of Amendment 3 to the DTSC ECRG agreement no budget amendment is needed at this time.

VI. EXHIBITS

1. US EPA MARC Cooperative Agreement
2. Amendment 3 to DTSC ECRG Agreement (with DTSC cover letter)
3. Resolution No. 25-041

Attachments

Exhibit No. 1 - US EPA Cooperative Agreement

Exhibit No. 2 - Amendment 3 to ECRG Grant Agreement (with DTSC cover letter)

Exhibit No. 3 - Resolution No. 25-043

U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 97T10301 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** BF	**DATE OF AWARD** 09/12/2024
TYPE OF ACTION New	**MAILING DATE** 09/17/2024
PAYMENT METHOD: ASAP	**ACH#** PEND

RECIPIENT TYPE:
Municipal

Send Payment Request to:
Contact EPA RTPFC at: rtpfc-grants@epa.gov

RECIPIENT:
CITY OF CARSON
701 E. CARSON STREET
CARSON, CA 90745-2224
EIN: 95-2513547

PAYEE:
CITY OF CARSON
701 E. CARSON STREET
CARSON, CA 90745-2224

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
James Nguyen 701 EAST CARSON STREET CARSON, CA 90745 **Email:** jnguyen@carsonca.gov **Phone:** 310-952-1700	Jacqueline Aybar 75 Hawthorne Street, LND-2-1 San Francisco, CA 94105 **Email:** Aybar.Jacqueline@epa.gov **Phone:** 415-972-3774	Martha Villarreal Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105 **Email:** villarreal.martha@epa.gov **Phone:** 415-972-3666

PROJECT TITLE AND DESCRIPTION

Brownfields Assessment Cooperative Agreement

See Attachment 1 for project description.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
10/01/2024 - 10/31/2028	10/01/2024 - 10/31/2028	$ 500,000.00	$ 500,000.00

NOTICE OF AWARD

Based on your Application dated 11/11/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 500,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 500,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 9, U.S. EPA, Region 9 Grants Branch, MSD-6 75 Hawthorne Street San Francisco, CA 94105	U.S. EPA, Region 9, Land, Chemicals and Redevelopment, LND-1 R9 - Region 9 75 Hawthorne Street San Francisco, CA 94105

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Carolyn Truong - Grants Management Officer	**DATE** 09/12/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 500,000	$ 500,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 0	$ 0
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 500,000	$ 500,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2409QE0104	24	E4	0900AG7	000D79	4114	-	-	$ 500,000
									$ 500,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 61,020
2. Fringe Benefits	$ 0
3. Travel	$ 12,000
4. Equipment	$ 0
5. Supplies	$ 1,480
6. Contractual	$ 400,500
7. Construction	$ 0
8. Other	$ 25,000
9. Total Direct Charges	$ 500,000
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 0.00 % Federal 100.00 %)	$ 500,000
12. Total Approved Assistance Amount	$ 500,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 500,000
15. Total EPA Amount Awarded To Date	$ 500,000

Attachment 1 - Project Description

Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This agreement will provide funding for City of Carson to conduct eligible assessment-related activities as authorized by CERLCA 104(k)(2) in Carson, CA.

This assistance agreement provides full federal funding in the amount of $500,000. See terms and conditions.

Specifically, this agreement will provide funding to the recipient to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities. Additionally, the recipient will competitively procure (as needed) and direct a Qualified Environmental Professional to conduct environmental site activities. Also, the recipient will report on interim progress and final accomplishments by completing and submitting relevant portions of the Property Profile Form using EPA's Assessment, Cleanup and Redevelopment Exchange System (ACRES).

Further, the recipient anticipates conducting up to 14 Phase I and up to 7 Phase II environmental site assessments, holding up to 16 community meetings, developing multiple site-specific cleanup plans/Analysis of Brownfield Cleanup Alternatives, developing multiple planning documents to initiate brownfields revitalization, and submitting up to 16 quarterly reports. Work conducted under this agreement will benefit the residents, business owners, and stakeholders in and near Carson, California. No subawards are included in this assistance agreement.

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Federal Financial Reporting (FFR)

For awards with cumulative project and budget periods greater than 12 months, the recipient will submit an annual FFR (SF 425) covering the period from "project/budget period start date" to **September 30** of each calendar year to the EPA Finance Center in Research Triangle Park, NC. The annual FFR will be submitted electronically to rtpfc-grants@epa.gov no later than **December 30** of the same calendar year. Find additional information at https://www.epa.gov/financial/grants. (NOTE: The grantee must submit the Final FFR to rtpfc-grants@epa.gov within 120 days after the end of the project period.)

B. Procurement

The recipient will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with 2 CFR Part 200.319. In accordance with 2 CFR Part 200.324, the grantee and subgrantee(s) must perform a cost or price analysis in connection with applicable procurement actions, including contract modifications.

C. MBE/WBE Reporting, 40 CFR, Part 33, Subpart E (EPA Form 5700-52A)

The recipient agrees to submit a “MBE/WBE Utilization Under Federal Grants and Cooperative Agreements” report (EPA Form 5700-52A) annually for the duration of the project period. The current EPA Form 5700-52A with instructions is located at https://www.epa.gov/grants/epa-grantee-forms

This provision represents an approved exception from the MBE/WBE reporting requirements as described in 40 CFR Section 33.502.

Reporting is required for assistance agreements where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the “Other” category) with a cumulative total that exceed the **Simplified Acquisition Threshold (SAT) currently set at $250,000** (the dollar threshold will be automatically revised whenever the SAT is adjusted; See 2 CFR Section 200.1), including amendments and/or modifications. All procurement actions are reportable when reporting is required, not just the portion which exceeds the SAT.

Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section

4A when completing the form.

When completing the annual report, recipients are instructed to check the box titled “annual” in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the “Final Report (project completed)” in section 1B of the form.

The annual reports are due by October 30th of each calendar year and the final report is due within 120 days after the end of the project period, whichever comes first. The recipient will submit the MBE/WBE report(s) and/or questions to GrantsRegion9@epa.gov and the EPA Grants Specialist identified on page 1 of the award document.

D. Indirect Costs

The Cost Principles under 2 CFR Part 200, Subpart E apply to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

Programmatic Conditions

I-I. CONDITIONAL AWARD

EPA has conditionally approved the workplan to allow the recipient to proceed to work on approved workplan components. The recipient may incur costs on eligible activities associated with the approved workplan components up to ***$475,000.00***. For information regarding eligible and ineligible costs, the recipient should refer to the Brownfields Program FAQs at: https://www.epa.gov/brownfields/frequently-asked-questions-about-multipurpose-assessment-rlf-and-cleanup-grants

1) the recipient should not request payments, and EPA will not make payments for unapproved work which is currently identified by the recipient as "administrative costs" under the Other budget category

2) any costs incurred for unapproved work by the recipient are at its own risk

3) the recipient will submit to the EPA Project Officer for approval a revised workplan and budget detail within 60 calendar days from the date of award

I. GENERAL FEDERAL REQUIREMENTS

NOTE: For the purposes of these Terms and Conditions, the term "assessment" includes eligible activities under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k)(2)(A)(I) such as activities involving the inventory, characterization, assessment, and planning relating to brownfield sites as described in the EPA-approved workplan.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the application for the Cooperative Agreement Recipient (CAR) submitted in the Fiscal Year 2024 competition for Brownfield Assessment cooperative agreements.

EPA has conditionally approved the workplan. The recipient may incur costs on eligible activities associated with the conditionally approved workplan up to $500,000. Until a final revised workplan has been approved by the EPA Grants Management Officer or Award Official as appropriate:

a. the recipient should not request payments and EPA will not make payments for unapproved work; and

b. any costs incurred for unapproved work by the recipient are at its own risk.

2. In implementing this agreement, the CAR shall ensure that work done with cooperative agreement funds complies with the requirements of CERCLA § 104(k). The CAR shall also ensure that assessment activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations.

3. A term and condition or other legally binding provision shall be included in all subawards entered into

with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), applicable federal laws and requirements include 2 CFR Part 200.

4. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333); the Anti-Kickback Act (40 USC § 3145); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250. For additional information on cross-cutting requirements visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

5. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). Assessment activities generally do not involve construction, alteration, and repair within the meaning of the Davis-Bacon Act. However, the recipient must contact the EPA Project Officer if there are unique circumstances (e.g., removal of an underground storage tank or another structure and restoration of the site) that indicate that the Davis-Bacon Act applies to an activity the CAR intends to carry out with funds provided under this agreement. EPA will provide guidance on Davis-Bacon Act compliance if necessary.

Davis-Bacon Term and Condition for Brownfields

1. **Program Applicability**
    a. **Program Name:** Brownfields Program
    b. **Statute:** Brownfields Direct Cleanup and Revolving Loan Fund Grants authorized by 42 U.S.C. 9604(k) are subject to Davis-Bacon and Related Acts (DBRA) as provided in 42 U.S.C. 9604(g)
    c. **Activities subject to Davis-Bacon:**
        i. **Brownfield Sites Contaminated with Hazardous Substances:** All construction, alteration, and repair activity involving the remediation of hazardous substances is subject to DBRA. This includes:

- Excavation of contaminated soil;
- Construction of caps, barriers, and structures which permanently house treatment equipment;
- Installation of water supply wells/piping/connections;
- Abatement of contamination in buildings; and
- Demolition (if followed by new construction).

1.

        ii. **Brownfield Sites Contaminated with Petroleum:** DBRA prevailing wage requirements apply when the project includes:

- Excavation of contaminated soil and/or tank removal if followed by paving and concrete replacement, or if it is an extensive soil excavation project;
- Construction of caps, barriers, and structures which permanently house treatment equipment; and
- Installation of water supply wells/piping/connections and related excavation and replacement of contaminated soil.

d. **Prevailing Wage Classification (e.g., Heavy Construction, Residential, Commercial) (optional):**

- **Heavy Construction:** EPA has determined the “Heavy Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments to existing contractors for:

- Excavation and removal of contaminated soil;
- Construction of caps or barriers;
- Replacement of paving and concrete; and
- Installation of water supply wells/piping/connections.

- **Building Construction:** EPA has determined the “Building Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the construction of:

- Demolition (if followed by new construction);
- Construction of structures which permanently house treatment equipment; and
- Abatement of contamination in buildings (other than residential structures less than 4 stories in height).

- **Residential Construction:** EPA has determined the “Residential Construction” classification should be used when soliciting competitive contracts or issuing ordering instruments for the abatement of contamination in residential structures less than 4 stories in height.

2. **Davis-Bacon and Related Acts**

DBRA is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000.

3. **Recipient Responsibilities When Entering Into and Managing Contracts:**
    c. **Solicitation and Contract Requirements:**
        iii. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.
        iv. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants."

1.
    b. **After Award of Contract:**
        ii. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).
        iii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. **Recipient Responsibilities When Establishing and Managing Additional Subawards:**
    d. **Include DBRA Requirements in All Subawards (including Loans):**

Include the following text on all subawards under this grant:

"By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients."

1.
    b. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients, and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage

determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

II. SITE ELIGIBILITY REQUIREMENTS

All brownfield sites that will be addressed using funds from the cooperative agreement must be located within the geographic boundary described in the scope of work for this cooperative agreement (i.e., the EPA-approved workplan).

A. Eligible Brownfield Site Determinations

1. Prior to performing site work, the CAR must provide information to the EPA Project Officer about each site that will be addressed under this cooperative agreement. The CAR may use cooperative agreement funds to prepare information that is provided to the EPA Project Officer. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in CERCLA § 101(39), and whether the CAR is the potentially responsible party under CERCLA § 107, is exempt from CERCLA liability, and/or has defenses to CERCLA liability.

2. If the site is excluded from the general definition of a brownfield, but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for assessing sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.

3. Brownfield Sites Contaminated with Petroleum

a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:

i. the State determines there is “no viable responsible party” for the site;

ii. the State determines that the person assessing or investigating the site is a person who is not potentially liable for cleaning up the site; and

iii. the site is not subject to any order issued under Section 9003(h) of the Solid

Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

b. Documentation must include:

i. the identity of the State program official contacted;

ii. the State official's telephone number;

iii. the date of the contact; and

iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing or investigating the site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the requisite determinations.

d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the necessary information for EPA to make the determinations.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Termination and Sufficient Progress Conditions in the General Terms and Conditions.

The EPA Project Officer will assess whether the recipient is making sufficient progress in implementing its cooperative agreement 18 months and 30 months from the date of award. If EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR, if directed to do so, must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Grants Management Officer or Award Official. Alternatively, EPA may terminate this agreement under 2 CFR § 200.340 for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.340, depending on the circumstances.

Sufficient progress at 18 months is indicated when:

- at least 25% of funds have been drawn down and disbursed for eligible activities;
- a Qualified Environmental Professional(s) has been procured;
- sites are prioritized or an inventory has been initiated (unless site prioritization or an inventory was completed prior to award);
- community engagement activities have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

Sufficient progress at 30 months is indicated when:

- at least 45% of funds have been drawn down and disbursed for eligible activities;
- assessments on at least two sites have been initiated; and/or
- other documented activities have occurred that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. The EPA Project Officer will be substantially involved in overseeing and monitoring this cooperative agreement. Substantial involvement, includes, but is not limited to:

a. Close monitoring of the CAR's performance to verify compliance with the EPA-approved workplan and achievement of environmental results.

b. Participation in periodic telephone conference calls to share ideas, project successes and challenges, etc., with EPA.

c. Reviewing and commenting on quarterly and annual reports prepared under the cooperative agreement (the final decision on the content of reports rests with the recipient or subrecipients receiving pass-through awards).

d. Verifying sites meet applicable site eligibility criteria (including property-specific funding determinations described in Section II.A.2.) and when the CAR awards a subaward for site assessment. The CAR must obtain technical assistance from the EPA Project Officer, or his/her designee, on which sites qualify as a brownfield site and determine whether the statutory prohibitions found in CERCLA § 104(k)(5)(B)(i)-(iv) apply. (Note, the prohibition does not allow a subrecipient to use EPA cooperative agreement funds to assess a site for which the subrecipient is potentially liable under CERCLA § 107.)

e. Reviewing and approving Quality Assurance Project Plans and related documents or verifying that appropriate Quality Assurance requirements have been met where quality assurance activities are being conducted pursuant to an EPA-approved Quality Assurance Management Plan.

Substantial involvement may also include, depending on the direction of the EPA Project Officer:

f. Collaboration during the performance of the scope of work including participation in project activities, to the extent permissible under EPA policies. Examples of collaboration include:

i. Consultation between EPA staff and the CAR on effective methods of carrying out the scope of work provided the CAR makes the final decision on how to perform authorized activities.

ii. Advice from EPA staff on how to access publicly available information on EPA or other federal agency websites.

iii. With the consent of the CAR, EPA staff may provide technical advice to the CAR's contractors or subrecipients provided the CAR approves any expenditures of funds necessary to follow advice from EPA staff. (The CAR remains accountable for performing contract and subaward management as specified in 2 CFR § 200.318 and 2 CFR § 200.332 as well as the terms of the EPA cooperative agreement.)

iv. EPA staff participation in meetings, webinars, and similar events upon the request of the CAR or in connection with a co-sponsorship agreement.

g. Reviewing and approving that the Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, meets the Brownfields Program's requirements for an ABCA.

h. Reviewing proposed procurements in accordance with 2 CFR § 200.325, as well as the substantive terms of proposed contracts or subawards as appropriate. This may include reviewing requests for proposals, invitations for bid, scopes of work and/or plans and specifications for contracts over $250,000 prior to advertising for bids.

i. Reviewing the qualifications of key personnel. (EPA does not have the authority to select employees or contractors, including consultants, employed by the CAR or subrecipients receiving pass-through awards.)

j. Reviewing information in performance reports to ensure all costs incurred by the CAR and/or its contractor(s) if needed to ensure appropriate expenditure of grant funds.

EPA may waive any of the provisions in Section III.B.1., except for property-specific funding determinations. The EPA Project Officer will provide waivers to provisions a. – e. in Section III.B.1 in writing.

2. Effects of EPA's substantial involvement include:

a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.

b. The CAR remains responsible for ensuring that all assessments are protective of human health and the environment and comply with all applicable federal and state laws.

c. The CAR and its subrecipients remain responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. All additional sites selected for eligible activities throughout the period of performance (i.e., sites that were not identified in the workplan) must be located within the geographic boundary(ies) identified by the CAR in the workplan.

Consistent with the FY24 Community-wide Assessment Grant Guidelines, criteria for selecting additional sites must at least consider whether the site is located within an underserved community[1] or disadvantaged census tract, as identified through the Climate and Environmental Justice Screening Tool (CEJST), in addition to considering the prioritization criteria identified in the FY24 application, the workplan, or developed during implementation of the workplan. Note, criteria developed during the implementation of the workplan must lead to the CAR addressing sites in areas with similar characteristics as the areas discussed in the FY24 application.

2. The CAR is responsible for ensuring that funding received under this cooperative agreement does not exceed the statutory $200,000 funding limitation for an individual brownfield site. The CAR may request a waiver of the $200,000 funding limitation based on the anticipated level of contamination, size, or status of ownership of the site. Waiver of this funding limit for a brownfield site must be submitted to and approved by the EPA Project Officer prior to the expenditure of funding exceeding $200,000. In no case may funding for site-specific assessment activities exceed $350,000 on a site receiving a waiver.

CARs expending funding from an Assessment Coalition cooperative agreement must include this amount in any total funding expended on the site.

3. If the CAR's workplan includes eligible planning activities to prepare a brownfield site for reuse (see https://www.epa.gov/brownfields/information-eligible-planning-activities for eligible planning activities), the CAR must demonstrate meaningful community engagement in the reuse planning of brownfields assessed under the grant. Meaningful community engagement is demonstrated by actively including local nonprofit organizations, citizen leaders, or similar local groups/entities in brownfield reuse planning.

4. CARs, other than state entities, that procure a contractor(s) (including consultants) where the contract will be more than the micro-purchase threshold in 2 CFR § 200.320(a)(1) ($10,000 for most CARs) must select the contractor(s) in compliance with the fair and open competition requirements in 2 CFR Part 200 and 2 CFR Part 1500. This requirement also applies to procurement processes that were

completed before the award of this cooperative agreement. See the *Brownfields Grants: Guidance on Competitively Procuring a Contractor* for additional information.

CARs may procure multiple contractors to ensure the appropriate expertise is in place to perform work under the agreement (e.g., expertise to conduct site assessment activities vs. planning activities) and to allow the ability for work be performed concurrently at multiple sites within the defined and approved geographic boundary.

5. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10, if it does not have such a professional on staff to coordinate, direct, and oversee the brownfield site assessment activities at a given site.

6. *Subawards* are defined at 2 CFR § 200.1. The CAR shall not subaward to for-profit organizations or individual consultants. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 2 CFR §§ 200.317 through 200.327. The CAR must obtain written approval from the EPA Award Official for any subawards that are not described in the approved work plan in accordance with 2 CFR § 200.308.

In addition, EPA policy encourages awarding subawards competitively and the CAR must consider awarding subawards through competition. Recipients may consult EPA's Subaward Policy and Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements for additional guidance. The Best Practice Guide provides information on distinguishing between subawards and procurement contracts.

7. The CAR agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in its workplan. If the proposed leveraging does not materialize during the period of award performance, and the CAR does not provide a satisfactory explanation, EPA may consider this factor in evaluating future applications from the CAR. In addition, if the proposed leveraging does not materialize during the period of award performance, then EPA may reconsider the legitimacy of the award. If EPA determines that the CAR knowingly or recklessly provided inaccurate information regarding the leveraged funding in its FY24 application, EPA may take action as authorized by 2 CFR Parts 200 and 1500, and/or 2 CFR Part 180 as applicable.

8. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable cybersecurity requirements.

a. EPA must ensure that any connections between the recipient's network or information system

and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR § 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

9. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Performance Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly performance reports to the EPA Project Officer within 30 days after each reporting period. Initially, quarterly reports will be submitted via email or via the optional Quarterly Reporting function tool within the Assessment, Cleanup and Redevelopment Exchange System (ACRES). However, once EPA has developed and incorporated the updated Quarterly Performance Reporting tool into ACRES, the CAR agrees to use this tool to input quarterly performance reports directly into ACRES within 30 days after each reporting period. The EPA Project Officer will notify the CAR when the use of this tool in ACRES is required. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter). If a due date falls on a weekend or holiday, the report

will be due on the next business day.

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies from the EPA-approved workplan and budget shall be included in the report. The report shall also include any changes of key personnel concerned with the project that were approved by the EPA Grants Management Officer or Award Official. (Note, as provided at 2 CFR § 200.308, *Revision of budget and program*, the CAR must seek prior approval from the EPA Grants Management Officer or Award Official for a change in a key person.)

2. The CAR must submit performance reports on a quarterly basis in ACRES using the Assessment Quarterly Report function to the EPA Project Officer. Quarterly performance reports must include:

a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield Assessment cooperative agreement and related activities completed with other sources of leveraged funding.

b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.

c. A comparison of actual accomplishments to the anticipated outputs/outcomes specified in the EPA-approved workplan and reasons why anticipated outputs/outcomes were not met.

d. An update on the project schedule and milestones, including an explanation of any discrepancies from the EPA-approved workplan.

e. A list of the properties where assessment and/or planning activities were performed and/or completed during the reporting quarter.

f. A budget summary table with the following information: current approved project budget; EPA

funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); program income generated and used (if applicable) (i.e., program income received and disbursed during the reporting quarter and during the entire cooperative agreement, and the amount of program income remaining); and total remaining funds. The budget summary table must include costs that are charged to the “other” budget object class category (e.g., participant support costs, subawards, etc.).

The CAR shall include an explanation of any discrepancies in the budget from the EPA-approved workplan, cost overruns or high unit costs, and other pertinent information. The CAR shall include a statement on funding transfers[2] among direct budget categories or programs, functions and activities that occurred during the quarter and cumulatively during the period of performance.

Note: ACRES reporting requirements can change over time, based on expansion of EPA's information collection authority, and the CAR is responsible for complying with the latest ACRES reporting requirements at the time of each quarterly performance report. The EPA Project Officer will notify the CAR when ACRES reporting requirements, specific to Brownfields Assessment, change.

g. For local governments that are using cooperative agreement funds for health monitoring, the quarterly report must also include the specific budget, the quarterly expenditure, and cumulative expenditures to demonstrate that 10% of federal funding is not exceeded.

Note: Each property where assessment activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly performance report (see Section III.E. below).

3. Because the workplan and budget for this agreement include subawards, the CAR is a pass-through entity under the “Establishing and Managing Subaward” General Term and Condition of this agreement. As the pass-through entity, the CAR must report to EPA on its subaward monitoring activities under 2 CFR § 200.332(d), including the following information on subawards as part of the CAR's quarterly performance reporting:

a. Summaries of results of reviews of financial and programmatic reports;

b. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance;

c. Environmental results the subrecipient achieved;

d. Summaries of audit findings and related pass-through entity management decisions, if any; and

e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at 2 CFR § 200.332(e), 2 CFR § 200.208, *Specific conditions*, and *2 CFR § 200.339, Remedies for Noncompliance*.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds disbursed by the CAR to assess the specific properties under this cooperative agreement.

5. In accordance with 2 CFR § 200.329(e)(1), the CAR agrees to inform the EPA Project Officer as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (e.g., assessments started, reuse planning activities started) and any final accomplishments (e.g., assessments completed, clean up required, contaminants found, institutional controls required, engineering controls required) by completing and submitting relevant portions of the electronic Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly performance report to the EPA Project Officer. The CAR must utilize the electronic version of the Property Profile Form in ACRES unless approval is obtained from the EPA Project Officer to use the hardcopy version of the Property Profile Form or its use is included in the approved workplan.

F. Final Cooperative Agreement Performance Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.329, *Monitoring and Reporting Program Performance* and 2 CFR § 200.344(a), *Closeout*), the CAR agrees to submit to

the EPA Project Officer within 120 days after the expiration or termination of the approved project period a final performance report on the cooperative agreement via email; unless the EPA Project Officer agrees to accept a paper copy of the report. The final performance report shall document and summarize the elements listed in Section III.D.2., as appropriate, for activities that occurred over the entire project period.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Eligible Uses of the Funds for the Cooperative Agreement Recipient

1. To the extent allowable under the EPA-approved workplan, cooperative agreement funds may be used for eligible programmatic expenses to inventory, characterize, assess sites; conduct site-specific planning, general brownfield-related planning activities around one or more brownfield sites; conduct outreach and community engagement; and for reasonable participant support costs associated with one community liaison per target area identified in the selected FY24 application. Eligible programmatic expenses include activities described in Section V. of these Terms and Conditions. In addition, eligible programmatic expenses may include:

a. Determining whether assessment activities at a particular site are authorized by CERCLA § 104(k).

b. Ensuring that an assessment complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).

c. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.

d. Preparing a Community Involvement Plan which includes reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.

e. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.12. The specific requirement for a QAPP is outlined in *Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance* available at https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-

financial.

f. Using a portion of the cooperative agreement funds to purchase environmental insurance for the characterization or assessment of the site. [Funds shall not be used to purchase insurance intended to provide coverage for any of the ineligible uses under Section IV., *Ineligible Uses of the Funds for the Cooperative Agreement Recipient*.]

g. Any other eligible programmatic costs, including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding, monitoring, and managing subawards to the extent required to comply with 2 CFR § 200.332 and the "Establishing and Managing Subawards" General Term and Condition; and carrying out community engagement pertaining to the assessment activities.

2. **Local Governments Only –** If authorized in the EPA-approved workplan and budget narrative, up to 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and is contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.

3. Under CERCLA § 104(k)(5)(E), CARs and subrecipients may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for the CAR under this agreement is **$25,000**. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR paid for by EPA under the cooperative agreement shall not exceed this amount. Subrecipients may use up to 5% of the amount of Federal funds in their subawards for administrative costs. As required by 2 CFR § 200.403(d), the CAR and subrecipients must classify administrative costs as direct or indirect consistently and shall not classify the same types of costs in both categories. The term "administrative costs" does not include:

a. Investigation and identification of the extent of contamination of a brownfield site;

b. design and performance of a response action; or

c. monitoring of a natural resource.

Eligible cooperative agreement and subaward administrative costs subject to the 5% limitation include direct costs for:

a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.

i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;

ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;

iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;

iv. Preparing payment requests and handling payments under 2 CFR § 200.305;

v. Financial reporting under 2 CFR § 200.328;

vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and

vii. Closeout under 2 CFR § 200.344 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.

b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subawards are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.

4. If authorized in the EPA approved scope of work and budget narrative, the CAR may use a portion of the Assessment Grant for eligible participant support costs associated with one community liaison per target area who is not an employee of the CAR or the CAR's contractor(s) or subrecipient(s). Additional target areas cannot be added to the project for the purpose of using participant support costs to fund additional community liaisons. Eligible participant support costs may include reasonable stipends to compensate an individual community member's time and travel costs for participating in project-related meetings (e.g., meetings with the community, meetings held by a brownfields advisory board, etc.) and time associated with other specific tasks that are directly tied to related community engagement efforts. Stipends may only be paid for actual time spent working on tasks associated with the project and must not duplicate support provided through other Federal, state, tribal, or local programs.

A CAR that uses participant support costs must follow the process described in their EPA-approved workplan (or in a separate process approved by EPA post-award) for determining the amounts of allowable stipend(s), procedures for accounting for participant support cost payments (including receipts), and documenting that the costs are allowable and do not duplicate other support for the individual(s). Additional information on these requirements for the use of participant support costs is available in EPA's Guidance on Participant Support Costs.

B. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

1. Cooperative agreement funds shall not be used by the CAR for any of the following activities:

   a. Cleanup activities;

   b. Site development activities that are not brownfield site assessment activities (e.g., marketing of property (activities or products created specifically to attract buyers or investors) or construction of a new facility);

   c. General community visioning, area-wide zoning updates, design guideline development, master planning, green infrastructure, infrastructure service delivery, and city-wide or comprehensive planning/plan updates – these activities are all ineligible uses of grant funds if unrelated to advancing cleanup and reuse of brownfield sites or sites to be assessed. Note: for these types of activities to be an eligible use of grant funds, there must be a specific nexus between the activity and how it will help further cleanup and reuse of the priority brownfield site (s). This nexus must be clearly described in the workplan for the project;

   d. Job training activities unrelated to performing a specific assessment at a site covered by the

cooperative agreement;

e. To pay for a penalty or fine;

f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;

g. To pay for a response cost at a brownfield site for which the CAR or subaward recipient is potentially liable under CERCLA § 107;

h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the assessment; and

i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR Part 200, Subpart E.

2. Cooperative agreement funds shall not be used for any of the following properties:

a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);

b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;

c. Facilities that are subject to the jurisdiction, custody or control of the United States government except for land held in trust by the United States government for an Indian tribe; or

d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

V. ASSESSMENT REQUIREMENTS

A. Authorized Assessment Activities

1. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

2. If funds from this cooperative agreement are used to prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, the CAR must include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events and changing climate conditions (e.g., sea level rise, drought, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed of, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.

B. Quality Assurance (QA) Requirements

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in 2 C.F.R. § 1500.12 Quality Assurance.

When environmental data are collected as part of the brownfield assessment, the CAR shall comply with 2 CFR § 1500.12 requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning document(s) in accordance with

this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents

1. **Quality Assurance Project Plan (QAPP)**

   a. Prior to beginning environmental information operations, the recipient must:

   i. Develop a QAPP,
   ii. Prepare QAPP in accordance with the current version of EPA's Quality Assurance Project Plan (QAPP) Standard,
   iii. Submit the document for EPA review, and
   iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.
   v. The recipient must submit the QAPP 60 days before collecting and analyzing environmental information data..
   vi. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.
   vii. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually, via the 4th quarter performance report, and must also be submitted when changes occur.

For Reference:

- Quality Management Plan (QMP) Standard and EPA's Quality Assurance Project Plan (QAPP) Standard; contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.

- EPA QA/G-5: *Guidance for Quality Assurance Project Plans*.

- EPA's Quality Program website has a list of QA managers, and Non-EPA Organizations Quality Specifications.

- The Office of Grants and Debarment Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance.

3. **Competency of Organizations Generating Environmental Measurement Data:** In

accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Public Awareness

1. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.

a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall comply with the *Acknowledgement Requirements for Non-ORD Assistance Agreements* in the General Terms and Conditions of this agreement.

b. If the EPA logo is displayed along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the [Insert CAR or subrecipient NAME] received financial support from the EPA under an Assistance Agreement per the term and condition described in Section V.C.1.a. above. More information is available at https://www.epa.gov/stylebook/using-epa-seal-and-logo.

c. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with a direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients. To obtain the appropriate EPA logo or seal graphic file, the CAR should send a request directly to EPA's Office of Public Affairs (OPA) and include the EPA Project Officer in the communication. Instructions for contacting OPA are available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

2. The CAR agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

3. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

4. All public awareness activities conducted with EPA funding are subject to the provisions in the General Terms and Conditions on compliance with section 504 of the Americans with Disabilities Act.

D. All Appropriate Inquiry

1. As required by CERCLA § 104(k)(2)(B)(ii) and CERCLA § 101(35)(B), the CAR shall ensure that a Phase I site characterization and assessment carried out under this agreement will be performed in accordance with EPA's all appropriate inquiries regulation (AAI). The CAR shall utilize the practices in ASTM standard E1527-21 *"Standard Practices for Environmental Site Assessment: Phase I Environmental Site Assessment Process*" (or the latest recognized ASTM standard at the time the assessment is performed), or EPA's All Appropriate Inquiries Final Rule (40 CFR Part 312). A suggested outline for an AAI final report is provided in *"All Appropriate Inquiries Rule: Reporting Requirements and Suggestions on Report Content"* (Publication Number: EPA 560-F-23-004 (or the latest available publication)). This does not preclude the use of cooperative agreement funds for additional site characterization and assessment activities that may be necessary to characterize the environmental impacts at the site or to comply with applicable state standards.

2. AAI final reports produced with funding from this agreement must comply with 40 CFR Part 312 and must, at a minimum, include the information below. All AAI reports submitted to the EPA Project Officer as deliverables under this agreement must be accompanied by a completed *"All Appropriate Inquiries: Reporting Requirements Checklist for Assessment and Multipurpose Grant Recipients"* (Publication Number: EPA 560-F-23-017 (or the latest available publication)) that the EPA Project Officer will provide to the recipient. The checklist is available to CARs on EPA's website at https://www.epa.gov/brownfields/all-appropriate-inquiries-reporting-requirements-checklist-assessment-grant-recipients. The completed checklist must include:

a. An ***opinion*** as to whether the inquiry has identified conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants,

petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property.

b. An identification of ***"significant" data gaps*** (as defined in 40 CFR § 312.10), if any, in the information collected for the inquiry. Significant data gaps include missing or unattainable information that affects the ability of the environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, and as applicable, pollutants and contaminants, petroleum or petroleum products, or controlled substances, on, at, in, or to the subject property. The documentation of significant data gaps must include information regarding the significance of these data gaps.

c. ***Qualifications*** **and** ***signature*** of the environmental professional(s). The environmental professional must place the following statements in the document and sign the document:

- *"[I, We] declare that, to the best of [my, our] professional knowledge and belief, [I, we] meet the definition of Environmental Professional as defined in 40 CFR § 312.10 of this part."*
- *"[I, We] have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. [I, We] have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312."*

Note: Please use either "I/my" or "We/our."

d. In compliance with 40 CFR § 312.31(b), the environmental professional must include in the final report an ***opinion regarding additional appropriate investigation***, if the environmental professional has such an opinion.

3. EPA may review checklists and AAI final reports for compliance with the AAI regulation documentation requirements at 40 CFR Part 312 (or comparable requirements for those using ASTM Standard 1527-21 or the latest recognized ASTM standard at the time the assessment is performed). Any deficiencies identified during an EPA review of these documents must be corrected by the recipient within 30 days of notification. Failure to correct any identified deficiencies may result in EPA disallowing the costs for the entire AAI report as authorized by 2 CFR § 200.339. If a recipient willfully fails to correct the deficiencies EPA may consider other available remedies under 2 CFR § 200.339 and 2 CFR § 200.340.

E. Completion of Assessment Activities

1. The CAR shall properly document the completion of all activities described in the EPA- approved workplan. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows assessments are complete.

F. Inclusion of Additional Terms and Conditions

1. In accordance with 2 CFR § 200.334, the CAR shall maintain records pertaining to the cooperative agreement for a minimum of three (3) years following submission of the final financial report unless one or more of the conditions described in the regulation applies. The CAR shall provide access to records relating to assessments supported with Assessment cooperative agreement funds to authorized representatives of the Federal government as required by 2 CFR § 200.337.

2. The CAR has an ongoing obligation to advise EPA if it assessed any penalties resulting from environmental non-compliance at sites subject to this agreement.

VI. PAYMENT AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA's transfer of funds to the CAR; “closeout” refers to the process EPA follows to ensure that all administrative actions and work required under the cooperative agreement have been completed.

A. Payment Schedule

1. The CAR may request advance payment from EPA pursuant to 2 CFR § 200.305(b)(1) and the prompt disbursement requirements of the General Terms and Conditions of this agreement.

This requirement does not apply to states which are subject to 2 CFR § 200.305(a).

B. Schedule for Closeout

1. Closeout will be conducted in accordance with 2 CFR § 200.344. EPA will close out the award when it determines that all applicable administrative actions and all required work under the cooperative agreement have been completed.

2. The CAR, within 120 days after the expiration or termination of the cooperative agreement, must submit all financial, performance, and other reports required as a condition of the cooperative agreement.

a. The CAR must submit the following documentation:

i. The Final Cooperative Agreement Performance Report as described in Section III.F. of these Terms and Conditions.

ii. Administrative and Financial Reports as described in the General Terms and Conditions of this agreement.

b. The CAR must ensure that all appropriate data have been entered into ACRES or all hardcopy Property Profile Forms are submitted to the EPA Project Officer.

c. As required by 2 CFR § 200.344, the CAR must immediately refund to EPA any balance of unobligated (unencumbered) advanced cash or accrued program income that is not authorized to be retained for use on other cooperative agreements.

[1] When EPA uses the term “underserved communities” it has the meaning defined in Executive Order 13985: *Advancing Racial Equity And Support For Underserved Communities Through The Federal Government*,which defines “underserved communities” as “populations sharing a particular characteristic, as well as geographic communities, that have been systematically denied a full opportunity to participate in aspects of economic, social, and civic life as exemplified in the preceding definition of equity.” As described in the Executive Order, the term “equity” means the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, which may include Black, Latino, and Indigenous and Native American persons, Asian Americans and Pacific Islanders and other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer (LGBTQ+) persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality. It also includes “communities environmentally overburdened,”

that is, a community adversely and disproportionately affected by environmental and human health harms or risks, and “disadvantaged, communities” as referenced in Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*, and defined in Office of Management and Budget's Memo M-21-28: Interim Implementation Guidance for the Justice40 Initiative.

[2] Per EPA's General Term and Condition, the CAR must obtain prior approval from the EPA Grants Management Officer or Award Official for cumulative transfers of funds in excess of 10% of the total budget.

-- END OF DOCUMENT --

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
5796 Corporate Avenue
Cypress, California 90630
https://dtsc.ca.gov/

Gavin Newsom
Governor

SENT VIA ELECTRONIC MAIL

March 6, 2025

City of Carson
701 East Carson Street
Carson, California 90745
droberts@carsonca.gov

IMMEDIATE ACTION REQUIRED FOR ROUND 1 AMENDMENT ADDITIONAL FUNDING REQUEST APPROVAL: CITY OF CARSON – 20151 S MAIN STREET, CARSON, CALIFORNIA 90745 (20151 MAIN STREET [SYWEST DEVELOPMENT]), ECRG-2021-01030

Dear David Roberts:

On behalf of the Department of Toxic Substance Control's (DTSC)'s Office of Brownfields, we are pleased to inform you that the Equitable Community Revitalization Grant (ECRG) Round 1 Amendment Additional Funding Request Application for the City of Carson, associated with original ECRG Agreement (Agreement) ECRG-2021-01030, has been approved for additional funds.

Amended Agreement

The Agreement, ECRG-2021-01030 for Site-specific Investigation, has been amended to include additional funds in the amount of $236,000.00, which would bring the total ECRG award amount to $551,000.00.

Agreement Signature Deadlines
This ECRG Round 1 Amendment Additional Funding Agreement (Amendment 3) must be signed within one (1) week of receipt of this letter. Applications will be considered withdrawn if Amendment 3 is not signed and received by the Office of Brownfields on March 13, 2025.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Thank you for continuing to create healthier spaces and working to advance environmental and social justice in your community. If you have any questions or concerns, please contact ECRG@dtsc.ca.gov.

Sincerely,

Maryam Tasnif-Abbasi
Brownfield Development Manager
Office of Brownfields
Site Mitigation and Restoration Program

Enclosure (1) – Amendment 3 to the Equitable Community Revitalization Grant Agreement

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
5796 Corporate Avenue
Cypress, California 90630
https://dtsc.ca.gov/

Gavin Newsom
Governor

Site Name: 20151 Main Street (Sywest Development) Address: 20151 S Main Street Carson, California 90745 Grantee/Applicant: City of Carson Name: David Roberts Organization: City of Carson Address: 701 East Carson Street Carson, California 90745	Grant No. ECRG-2021-01030 Amendment 3 to Equitable Community Revitalization Grant Agreement

1.1 Purpose. The purpose of this Equitable Community Revitalization Grant (ECRG) Round 1 Amendment Additional Funding Agreement (AMENDMENT 3) is to document that additional funds were awarded to the original ECRG Agreement (AGREEMENT).

1.2 Background. The AGREEMENT was executed between the City of Carson (GRANTEE) and the Department of Toxic Substances Control (DTSC) (together the PARTIES) on July 1, 2022, to finance all or a portion of the Site-specific Investigation activities for the certain property, or group of properties, located at 20151 S Main Street, Carson, California 90745 (Site).

A first amendment (AMENDMENT) to the AGREEMENT was executed on July 28, 2024 to extend the term to March 30, 2025.

A second amendment (RESTATED AGREEMENT) to the AGREEMENT was executed on January 1, 2025 to extend the term to February 26, 2027, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.

The GRANTEE submitted an ECRG Agreement Amendment Request Application for additional funding (AMENDMENT REQUEST) on February 13, 2025, via the Fluxx application portal, attached hereto as Exhibit B and incorporated by reference as if fully set forth herein.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

1.3 Effective Date. The effective date of this AMENDMENT 3 is March 6, 2025.

1.4 Representative Authority. Each undersigned representative of the PARTIES to this AMENDMENT 3 certifies that she or he is fully authorized to enter into the terms and conditions and to execute and legally bind the PARTIES to this AMENDMENT 3.

1.5 Counterparts. This AMENDMENT 3 may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

1.6 Amendment. The AGREEMENT is amended as follows. All actions noted below are by this reference made a part of the AGREEMENT and incorporated therein.

a. The AGREEMENT is hereby amended to add $236,000.00 to the grant for a total award amount of $551,000.00. The amended grant term expiration will end on February 26, 2027 (GRANT TERM).

b. The other terms of the AGREEMENT, AMENDMENT or RESTATED AGREEMENT, as applicable, are maintained and included by reference.

Signatures on the Following Page

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

IN THE WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AMENDMENT 3 ON THE DATE SET FORTH BELOW AND GRANTEE ACCEPTS THE AFOREMENTIONED TERMS AND CONDITIONS ELECTRONICALLY.

City of Carson
A Public Entity

Signed by:
BY: David Roberts
8DA4A72B74D64D1...

David Roberts, City Manager
Authorized Signatory

DATE: 3/11/2025

Department of Toxic Substances Control
Site Mitigation and Restoration Program

Signed by:
BY: Benjamin Stanphill
9F4E81D85B7B4DF...

Benjamin Stanphill, PE
Southern California Division Chief, Site Mitigation and Restoration Program

DATE: 3/11/2025

Exhibits:

Exhibit A – Amended and Restated Equitable Community Revitalization Grant Agreement (RESTATED AGREEMENT)

Exhibit B – ECRG Agreement Amendment 3 Request Application, Including Revised Quarterly Expenditure Plan

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Exhibit A

Amended and Restated Equitable Community Revitalization Grant Agreement (RESTATED AGREEMENT)

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Department of Toxic Substances Control

Yana Garcia
Secretary for
Environmental Protection

Katherine M. Butler, MPH, Director
5796 Corporate Avenue
Cypress, California 90630

Gavin Newsom
Governor

Site Name	**Site Address**
20151 Main Street (Sywest Development)	20151 S Main Street, Carson, California

Grantee/Applicant: City of Carson

Name: David Roberts
Organization: City of Carson

Address: 701 East Carson Street, Carson, California 90745

Grant No. ECRG-2021-01030

Amended and Restated Equitable Community Revitalization Grant Agreement (RESTATED AGREEMENT)

Modifications to the Equitable Community Revitalization Grant (ECRG) Agreement (AGREEMENT), including any amendments, between City of Carson (GRANTEE) and the Department of Toxic Substances Control (DTSC) (together the PARTIES) are documented in this Amended and Restated Equitable Community Revitalization Grant Agreement (RESTATED AGREEMENT).

1.1 Purpose. The purpose of the RESTATED AGREEMENT is to amend and restate the AGREEMENT, including any amendments. The RESTATED AGREEMENT supersedes and replaces the prior AGREEMENT, including any amendments.

1.2 Background. The AGREEMENT was executed between the PARTIES on July 01, 2022 to finance all or a portion of the Site-specific Investigation activities for the certain property, or group of properties, located at 20151 S Main Street, Carson, California (Site).

If applicable, an amendment to the AGREEMENT was executed on June 25, 2024 to extend the term to March 30, 2025. If there was no amendment, “N/A” will appear in the text.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

The GRANTEE submitted an ECRG Agreement Amendment Request Application (AMENDMENT REQUEST) on October 29, 2024 via the Fluxx application portal, attached hereto as Exhibit A and incorporated by reference as if fully set forth herein.

1.3 Representative Authority. Each undersigned representative of the PARTIES to the RESTATED AGREEMENT certifies that they are fully authorized to enter into the terms and conditions and to execute and legally bind the PARTIES to the RESTATED AGREEMENT.

RECITALS

WHEREAS,

A. Senate Bill 158 (2021) authorizes DTSC to implement a new grant program to investigate and clean up contaminated properties in communities overburdened by pollution.

B. Pursuant to Senate Bill 158, DTSC established the Equitable Community Revitalization Grant (ECRG), which provides financial assistance to communities via reimbursable grants to investigate and clean up brownfields through a competitive process.

C. GRANTEE has submitted the original application in Fluxx (ECRG Application) to DTSC for an ECRG grant at the Site depicted in Boundary Map of ECRG Funded Area attached hereto as Exhibit B and incorporated by reference as if fully set forth herein.

D. GRANTEE has provided documentation indicating that GRANTEE has written consent from the Site owner for GRANTEE to access the Site for the purposes of conducting ECRG Activities.

E. GRANTEE is willing to undertake the Proposed Reuse as described in the original application and AGREEMENT.

F. GRANTEE requests DTSC provide ECRG funding to fund all, or a portion of: Site-specific Investigation activities up to $315,000.

G. As part of the original application, GRANTEE prepared a Scope of ECRG Activities (Exhibit C.1) and a Budget Detail Table (Exhibit C.2). If there was a first amendment, GRANTEE prepared a Quarterly Expenditure Plan (Exhibit C.3) which revised the original Scope of Activities and Budget Detail Table. As part of the AMENDMENT REQUEST, GRANTEE prepared a Revised Quarterly Expenditure Plan (Exhibit C.4) outlining budget detail and activities planned going forward.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

H. GRANTEE provided a copy of the regulatory oversight agreement or application for oversight with a regulatory oversight agency, DTSC, to provide Site-specific Investigation oversight. The regulatory oversight agreement is required by the ECRG Round 1 Guidelines.

I. DTSC determined that the ECRG Application is complete, and that GRANTEE and the Site meet the eligibility requirements to receive the ECRG grant.

NOW, THEREFORE, in consideration of the terms, conditions, recitals, and covenants contained herein, the PARTIES agree as follows:

I. The term of the RESTATED AGREEMENT shall extend the grant term to expire on February 26, 2027, (GRANT TERM).

II. The total allocation shall not exceed $315,000 (ECRG FUND AMOUNT).

III. The following Exhibits are all attached hereto, and collectively referred to as, Exhibit C and incorporated by reference as if fully set forth herein:

a. Scope of ECRG Activities (Exhibit C.1)

b. Budget Detail Table (Exhibit C.2)

c. Quarterly Expenditure Plan (Exhibit C.3 only included if applicable)

d. Revised Quarterly Expenditure Plan (Exhibit C.4)

GRANTEE agrees to conduct all work funded by ECRG in accordance with these documents, including any future modifications, amendments, or addenda subsequently approved by DTSC or the regulatory oversight agency, as documented in writing.

IV. GRANTEE will carry out the ECRG Tasks in Exhibit C in accordance with all applicable State and local laws.

V. DTSC will allocate to the GRANTEE up to the ECRG FUND AMOUNT, described in the table below, to complete the ECRG Activities and ECRG Tasks in accordance with Exhibit C. Failure to achieve the proposed outcome in Exhibit C may result in termination in accordance with Section 15 Noncompliance and Termination.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Description	Amount
Original ECRG Agreement Allocation	$315,000
AMENDMENT REQUEST New Requested Amount	Zero ($0) dollars
ECRG FUND AMOUNT (Total of Original ECRG Agreement Allocation Plus AMENDMENT REQUEST New Requested Amount)	$315,000

1. FUND CONDITIONS

1.1 GRANTEE understands and agrees that all ECRG funds from DTSC, provided via the reimbursement process, shall be used solely for the ECRG Activities to address hazardous substances within the Site as depicted in Exhibit B.

1.2 GRANTEE further understands and agrees that the receipt of any ECRG funds and all work performed on the Site using ECRG funds are conditioned upon GRANTEE's full compliance with the RESTATED AGREEMENT and the regulatory oversight agency.

1.3 GRANTEE agrees to document all expenditures of the ECRG funds within Exhibit C. GRANTEE shall not exceed any of the costs shown in Exhibit C. It is the responsibility of GRANTEE to pay any costs of the ECRG Activities and ECRG Tasks that exceed the ECRG FUND AMOUNT.

DTSC will disburse the approved amount to GRANTEE, subject to the availability of funds, through normal DTSC reimbursement processes. Notwithstanding any other provision of the RESTATED AGREEMENT, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations.

2. CONTRACTING

2.1 If GRANTEE contracts for services to be reimbursed by the ECRG, those contracts shall be procured through a competitive process, unless another method is approved by DTSC in writing. GRANTEE shall make available to DTSC, upon request, records of procurement to demonstrate that contract pricing represents reasonable market rates.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

2.2 GRANTEE will undertake good faith efforts to contract for services and supplies with qualified Small Business Enterprises (SBEs), Disabled Veteran Enterprises (DVEs), and other disadvantaged and underrepresented group owned business enterprises.

3. EQUITABLE DEVELOPMENT GRANT COMMITMENTS

3.1 GRANTEE agrees to promote equitable development in one or more of the following ways:

3.1.1. Advance economic opportunity – Promote local entrepreneurs, enhance community-serving establishments and increase quality living wage jobs for local people.

3.1.2. Prevent displacement – Promote policies and actions that allow anyone who wants to live in a community to do so, especially current residents, and discourage displacement of viable small businesses that serve community needs.

3.1.3. Promote broader mobility and connectivity – Prioritize an effective and affordable public transportation network that supports transit-dependent communities and provides equitable access to core services and amenities, including employment, education, and health and social services.

3.1.4. Develop healthy and safe communities – Create built environments that enhance community health through public amenities (schools, parks, open spaces, complete streets, health care, and other services), access to affordable healthy food, improved air quality, and safe and inviting environments.

3.1.5. Promote environmental justice – Eliminate disproportionate environmental burdens and ensure an equitable share of environmental benefits for existing communities. Secure resources to mitigate and reverse the effects of environmental hazards past and present.

3.2 GRANTEE made the following measurable and quantifiable Equitable Development Grant Commitments from Original ECRG Application, attached hereto as Exhibit D and incorporated by reference as if fully set forth herein.

4. SITE ACCESS

4.1 GRANTEE shall ensure DTSC's employees, contractors, and consultants have access to the Site at all reasonable times for the duration of the RESTATED AGREEMENT. Nothing in the RESTATED AGREEMENT is intended or shall be construed to limit in any way the right of entry or

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

inspection that DTSC or any other agency may otherwise have by operation of law.

4.2 GRANTEE shall allow DTSC to take photographs of the Site, including activities at the Site, whenever DTSC accesses the Site pursuant to the RESTATED AGREEMENT.

5. PUBLIC ENGAGEMENT

5.1 GRANTEE shall ensure that all ongoing and/or planned community engagement requirements are implemented in a timely manner. This includes public notifications and opportunities for public involvement on the ECRG Activities and the Proposed Reuse.

5.2 Upon request by DTSC, GRANTEE shall provide DTSC with copies of all community engagement activity related documents.

6. INVOICES

6.1 GRANTEE shall submit invoice reimbursement packages, or invoice batches through the DTSC Fluxx Portal.

6.2 Due to administrative costs required to process and reimburse invoices, invoice reimbursement packages shall be submitted immediately whereupon the total $15,000 minimum per package/batch is reached (unless otherwise directed by DTSC), with the exception of the Final Invoice.

6.3 The Final Invoice may be submitted upon completion of ECRG Activities and ECRG Tasks in accordance with Exhibit C, when no more costs will be incurred, but no later than sixty (60) calendar days from the end of the GRANT TERM, or as otherwise directed by DTSC.

6.4 Invoice reimbursement requests must contain at least the information in substance and form as contained in the ECRG Reimbursement Request Cover Page located on the DTSC website: https://dtsc.ca.gov/ecrg-grantee-resources/ Financial Resources section. The invoices shall list specific ECRG Activities, Budget, and Tasks consistent with Exhibit C.

6.5 GRANTEE's reimbursement requests for ECRG project management costs, if approved, should also be presented to DTSC as an invoice following the format found in the ECRG Reimbursement Request Coversheet located on the DTSC website: https://dtsc.ca.gov/ecrg-grantee-resources/ Financial Resources section.

6.6 Reimbursement requests shall include invoices supporting ECRG Activities and ECRG Tasks in accordance with Exhibit C.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

6.7 DTSC will process reimbursement payments for acceptable invoices submitted through Fluxx.

6.8 GRANTEE shall ensure that none of the costs DTSC reimburses via the ECRG Grant are reimbursed by another source of public funding *(e.g.* DTSC's Revolving Loan Fund Program or Site Cleanup Subaccount Program).

6.9 If the reimbursement request does not meet the specifications of the Round 1 ECRG Guidelines and if applicable the Round 1 Amendment Guidelines the reimbursement request will not be approved for reimbursement.

6.10 DTSC retains all rights to determine whether any reimbursement request will be approved for reimbursement, including, but not limited to, whether reimbursement requests meet the requirements of the Round 1 ECRG Guidelines Section 3.3.

7. REPORTING

7.1 GRANTEE must submit quarterly reports on or before April 30, July 31, October 30, and January 31 within the term of the ECRG Grant.

7.2 Quarterly reports should follow the format DTSC provides, which may generally include ECRG Activity status and progress toward the Proposed Reuse, any hurdles that may affect the ECRG Activities or the Proposed Reuse, expended ECRG Grant funds for the quarter, and amount of ECRG Grant funds that are anticipated to be requested for reimbursement in the next quarter.

7.3 All work on the ECRG Activities performed pursuant to the RESTATED AGREEMENT and with ECRG Grant funds shall be performed in a manner that meets or exceeds industry standards.

8. PERMITS AND LICENSES

8.1 GRANTEE or contractor/consultant at its sole cost and expense, and from sources other than the ECRG Grant funds, shall be responsible for obtaining all professional and equipment qualifications necessary to be qualified to perform this work under federal, state and local law, including permits, licenses, approvals, certifications, and inspections. GRANTEE shall ensure that all such qualifications are maintained in good standing during the term of this ECRG Grant.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

8.2 GRANTEE represents that none of the contractors or subcontractors undertaking the ECRG Activities is currently suspended, debarred, or otherwise declared ineligible to receive proceeds of the ECRG Grant funds.

9. PREVAILING WAGES

9.1 GRANTEE must carry out the ECRG Activities in accordance with State prevailing wages for all contracts and subcontracts and costs that will be reimbursed by ECRG Grant funds pursuant to California Labor Code Section 1720 *et seq*.

10. EQUAL EMPLOYMENT

10.1 GRANTEE shall comply with all State and Federal Equal Employment Opportunity laws.

11. ADA COMPLIANCE

11.1 GRANTEE will assure the State that it complies with the American with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 et seq.).

12. GRANT CLOSEOUT

12.1 GRANTEE shall provide DTSC with a Grant Closeout Notice to notify DTSC when the ECRG Activities and ECRG Tasks in accordance with Exhibit C have been completed. The Grant Closeout Notice shall be submitted to DTSC no later than the last day of the GRANT TERM, or as directed by DTSC in writing.

12.2 Within sixty (60) calendar days of submitting the Grant Closeout Notice, GRANTEE shall submit a closeout report, in the format DTSC provides, to summarize all actions taken, the resources committed, and any significant problems completing the ECRG Activities. The closeout report shall document that the ECRG Activities were performed in accordance with the RESTATED AGREEMENT and regulatory oversight agreement. The closeout report shall include before and after photos of the Site.

12.3 GRANTEE shall submit a Reuse and Grant Commitments letter report within sixty (60) calendar days following the completion of the Proposed Reuse. The report shall describe the Site's new use, document performance of the Grant Commitments and include before and after photos of the Site.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

13. NOTIFICATIONS

13.1 All notices, requests, instructions, or other documents to be provided hereunder to either party by the other shall be in writing and addressed to the following contacts.

To DTSC:

DTSC ECRG Portfolio Manager
Name: Rana Georges
Address: 5796 Corporate Ave
City, St, Zip: Cypress, California 90630
Email: rana.georges@dtsc.ca.gov

To GRANTEE:

GRANTEE Organization Main Contact	GRANTEE ECRG Project Manager
Name: James Nguyen	Name: James Nguyen
Organization: City of Carson	Organization: City of Carson
Address: 701 East Carson Street	Phone: 310-952-1700 ext. 1310
City, St, Zip: Carson, CA 90745	Email: jnguyen@carsonca.gov
Phone: 310-952-1700 (ext. 1310)	
Email: jnguyen@carsonca.gov	

13.2 Any change in ownership of the Site for Site-specific Investigation or Site-specific Cleanup Grants will result in termination of the RESTATED AGREEMENT unless all requirements listed in Sections 13.2.1 through 13.2.5 are met:

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

13.2.1. ECRG Activities and ECRG Tasks in accordance with Exhibit C must remain substantively unchanged and GRANTEE shall obtain DTSC's prior written approval of any substantive changes[1].

13.2.2. GRANTEE notifies DTSC sixty (60) calendar days prior to change in ownership and provides DTSC all information regarding the potential new owner required in the Round 1 ECRG Guidelines and Application, including an Owner Attestation Form.

13.2.3. DTSC issues a conditional determination that the new owner (which may be the GRANTEE) meets all Grant eligibility criteria and requirements per the Round 1 ECRG Guidelines.

13.2.4. GRANTEE provides a change in ownership notification to DTSC within ten (10) calendar days of new owner taking title along with:

i A copy of the new Site Owner's Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) defense documentation.

ii A signed access agreement between GRANTEE and new Site Owner (if GRANTEE is not the new owner).

13.2.5. DTSC issues a final written determination of continued eligibility and compliance to the GRANTEE verifying eligibility and Grant continuance.

14. WAIVER

14.1 Any forbearance DTSC issues with respect to any provision in the RESTATED AGREEMENT shall in no way constitute DTSC's waiver of any rights or privileges granted hereunder.

14.2 No failure to exercise any power or right provided hereunder, or to insist on strict compliance with its obligations hereunder, shall constitute a waiver of right to DTSC's demand at any time exact compliance with the terms hereof.

15. NONCOMPLIANCE AND TERMINATION

15.1 In the event GRANTEE fails to comply with any term, condition, or obligation of the RESTATED AGREEMENT, GRANTEE shall be deemed in noncompliance of the RESTATED AGREEMENT. Events by which

[1] Substantive changes include but are not limited to: adjustments or new requirements to investigative and/or cleanup protocols or additional cleanup as approved by the regulatory oversight agency, and/or equivalent or enhanced community engagement approaches.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

GRANTEE may be deemed to be in noncompliance include, but are not limited to, the following:

15.1.1. GRANTEE fails to timely respond, no later than sixty (60) calendar days, to DTSC requests made in connection with the RESTATED AGREEMENT. GRANTEE fails to timely respond, no later than sixty (60) calendar days, to regulatory entities providing oversight for the Site.

15.1.2. GRANTEE makes or submits any fraudulent, false or misleading warranty, representation, statement or material in, or in connection with, the RESTATED AGREEMENT or the AMENDMENT REQUEST.

15.1.3. GRANTEE fails to provide complete or timely Quarterly Reports.

15.1.4. GRANTEE makes changes to the Proposed Reuse without prior review and written approval by DTSC or that cause the Site to no longer meet eligibility criteria for ECRG funding.

15.1.5. GRANTEE fails to complete any ECRG Task in compliance with Exhibit C within the GRANT TERM.

15.1.6. GRANTEE fails to provide notification of change in Site ownership without the required notification in Section 13 and fails to obtain advance written DTSC approval for continued ECRG eligibility.

15.1.7. GRANTEE fails to inform DTSC of any current conflicts of interest or fails to inform DTSC that a conflict of interest has arisen within seven (7) calendar days of GRANTEE learning of the conflict of interest.

15.1.8. GRANTEE fails to submit a reimbursement request within sixty (60) calendar days of the RESTATED AGREEMENT date of execution.

15.1.9. GRANTEE is unable to meet and fully comply with the terms of the RESTATED AGREEMENT, AMENDMENT REQUEST, Exhibit C, Round 1 Guidelines, and/or if applicable the Round 1 Amendment Guidelines.

15.1.10. GRANTEE fails to cooperate with DTSC requests in connection with ECRG funding

15.2 In the event that GRANTEE fails to comply with the terms of the RESTATED AGREEMENT, AMENDMENT REQUEST, Exhibit C, and/or Round 1 Guidelines and if applicable Round 1 Amendment Guidelines, DTSC shall provide written Notice of Noncompliance to GRANTEE.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

15.2.1. The Notice of Noncompliance shall provide a reasonable timeframe to cure and instructions for requesting an extension, if needed. The GRANTEE shall acknowledge receipt of the Notice of Noncompliance within ten (10) calendar days from the date of the notice.

15.2.2. If GRANTEE fails to cure the noncompliance to the satisfaction of DTSC within the time specified in the Notice of Noncompliance or any extension that was requested and approved, DTSC may terminate the RESTATED AGREEMENT and pursue any remedies available at law or in equity, including reimbursement of the funds DTSC has provided GRANTEE.

15.3 If GRANTEE is in noncompliance, DTSC may immediately withhold from GRANTEE all or any portion of ECRG funding until the noncompliance is cured pursuant to the RESTATED AGREEMENT.

15.4 If a GRANTEE is found to be in noncompliance and is not able to cure to DTSC's satisfaction, DTSC may terminate the RESTATED AGREEMENT by sending a Final Determination of Noncompliance to the GRANTEE. In this Final Determination of Noncompliance, DTSC will outline the appeal process. To appeal, GRANTEES must meet and confer with DTSC Office of Brownfields within seven (7) calendar days of receiving the Final Determination of Noncompliance. A written appeal request must be received by DTSC within thirty (30) calendar days of the Final Determination of Noncompliance.

16. RECORD RETENTION, INSPECTION, AND DISCLOSURE

16.1 Within (10) calendar days of request by DTSC, GRANTEE shall provide DTSC with copies of Proposed Reuse plans to DTSC.

16.2 Within ten (10) calendar days of request by DTSC, GRANTEE shall provide DTSC with any documents or correspondence provided to and from the applicable regulatory oversight agency.

16.3 GRANTEE shall keep any applicable electronic data management system (*e.g.,* EnviroStor or GeoTracker) up-to-date and in compliance with all electronic reporting requirements.

GRANTEE agrees to maintain financial and programmatic records pertaining to all matters relative to this ECRG Grant in accordance with generally accepted accounting principles and procedures. All such records and supporting documents shall be made available, upon request, for inspection or audit by DTSC or its representatives. GRANTEE shall retain all its records and supporting documentation applicable to this ECRG Grant for a period of five (5) years after completion of ECRG Activities. Additionally, if records are

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

subject to audit findings, they shall be retained for three (3) years after such findings have been resolved, which may result in retention exceeding five (5) years.

16.4 GRANTEE agrees to permit DTSC or its designated representative to inspect and/or audit its records and books relative to this ECRG Grant at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that DTSC deems relevant to this ECRG Grant. DTSC shall provide written notice to GRANTEE prior to implementing this provision. GRANTEE agrees to deliver the records or have the records delivered to DTSC or its designated representative at an address designated by such party.

16.5 Upon request by DTSC, GRANTEE shall provide DTSC with copies of photographs GRANTEE has in its possession of the Site and activities at the Site, as well as copies of drawings GRANTEE has in its possession in connection with the Proposed Reuse plans for the Site. GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, the photographs or drawings DTSC obtains pursuant to the RESTATED AGREEMENT for any use, including, but not limited to, project documentation, public outreach, web and social media content, and marketing materials. This subsection does not apply to photos or drawings that contain confidential business information.

16.6 GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, narratives, descriptions, and any other information provided to DTSC by GRANTEE pursuant to or in connection with the RESTATED AGREEMENT and/or ECRG Application for any use, including, but not limited to, public outreach, web and social media content, and marketing materials. This subsection does not apply to confidential business information.

16.7 To the extent GRANTEE submits information to DTSC under the RESTATED AGREEMENT that it alleges is confidential business information, GRANTEE shall clearly identify the information as such.

16.8 GRANTEE agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of the RESTATED AGREEMENT and/or the ECRG Application shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

17. NON-DISCRIMINATION

17.1 During the performance of the ECRG, GRANTEE, its contractors, and subcontractors will comply with Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5) prohibiting discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.

17.2 In compliance with Government Code section 11135, and if GRANTEE is a public entity, in compliance with Government Code sections 7290 et seq., GRANTEE agrees to make language assistance available free of charge to individuals with communication disabilities or limited proficiency in English, including interpreter services and written information in the prevalent languages in the community, in conducting public outreach and community engagement related to the ECRG Activities.

18. INDEMNIFICATION

18.1 GRANTEE agrees to protect, indemnify, defend and hold harmless, the State and DTSC, their officers, administrators, agents, contractors, consultants, and employees, from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses, arising out of or in connection with the performance of any work or any GRANTEE responsibility or obligation as provided herein and caused in whole or in part by any act, error, omission, or negligence of GRANTEE or its agents, servants, contractors, employees, assigns, or the Site owner.

19. ASSIGNMENT

19.1 GRANTEE shall not assign or attempt to assign directly nor indirectly, any of its rights under the RESTATED AGREEMENT (including ECRG FUND AMOUNT) or under any instrument referred to herein without DTSC’s prior written consent.

19.2 Prior written consent will not be granted except in extremely limited circumstances to protect public health and the environment, at DTSC’s sole discretion.

20. NO THIRD-PARTY RIGHTS

20.1 This ECRG Grant is not intended to create or vest any rights in any third party, nor to create any third-party beneficiaries.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

21. NO ORAL MODIFICATION

21.1 The terms of the RESTATED AGREEMENT may not be amended except in writing, signed by all the parties hereto.

22. NONCOMPLIANCE STATUS

22.1 Under the laws of the State of California, GRANTEE shall not be:

a. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;

b. Subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

c. Out of compliance with any applicable laws, ordinances, regulations, orders, and permits.

23. AFFIRMATION

23.1 The GRANTEE affirms that GRANTEE did not cause nor contribute to the release or threatened release of a hazardous substance at the Site(s) and is exempt from liability for any previous contamination at the Site(s).

24. SEVERABILITY

24.1 If any provision of the RESTATED AGREEMENT shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

25. COUNTERPARTS

25.1 The RESTATED AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

26. GOVERNING LAW AND VENUE

26.1 The RESTATED AGREEMENT is governed by and shall be interpreted in accordance with the laws of the State of California, including its statutes of limitations, without giving effect to any choice of law or conflict of laws, rules or provisions whether of the State of California or any other jurisdiction. DTSC and GRANTEE agree that any claim or cause of action arising under or in relation to the RESTATED AGREEMENT must be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

the United States District Court in and for the Eastern District of California. The PARTIES waive, to the fullest extent they may legally and effectively do so, any objection to the forum and venue required herein, including any defense of lack of personal jurisdiction or an inconvenient forum.

27. DISPUTES

27.1 Except as otherwise provided, if the GRANTEE disputes a DTSC Grant decision, the GRANTEE shall provide written dispute notice to DTSC within fifteen (15) calendar days after the date of receipt of the decision. The written dispute notice required shall contain the following information:

a. Grant No.

b. Site name and address

c. Grant type

d. Funding allocation amount

e. Disputed decision

f. Reason the GRANTEE believes the decision of DTSC is in error

g. Include all documents and communication which support the GRANTEE's position

h. Dollar amount in dispute (if applicable).

The GRANTEE shall continue with the responsibilities under the RESTATED AGREEMENT during any dispute regarding ECRG. The GRANTEE staff or management may work in good faith with DTSC's Office of Brownfields staff or management to resolve any disagreements or conflicts arising from implementation of the RESTATED AGREEMENT. However, any disagreements that cannot be resolved at the management level within forty-five (45) calendar days of receipt of written dispute notice shall be subject to resolution by the DTSC Site Mitigation & Restoration Program Deputy Director or designee. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the PARTIES may have under law.

28. SURVIVABILITY

28.1 The obligations of GRANTEE under Sections 3, 5.2, 6.3, 12, 16, and 18 shall survive the expiration or termination of the RESTATED AGREEMENT.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

29. BUDGET CONTINGENCY

29.1 GRANTEE agrees that DTSC's obligations under the RESTATED AGREEMENT are contingent upon the availability of funds for ECRG. If funding for any fiscal year is reduced or deleted by the Budget Act, or if funds for the program are for any other reason reduced or not available, DTSC shall have no liability to provide any funds to GRANTEE and may opt to either cancel the RESTATED AGREEMENT with no liability occurring to DTSC or offer an amendment to GRANTEE to reflect the reduced amount.

30. ENTIRE AGREEMENT

30.1 The RESTATED AGREEMENT, including all documents incorporated by reference, embodies the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by the RESTATED AGREEMENT and supersedes all prior agreements, amendments, contracts, representations, warranties, promises, covenants, arrangements, communications, and understandings, oral or written, express or implied, between or among the parties with respect to the subject matter hereof, including, without limitation, the AGREEMENT, which AGREEMENT shall be deemed null and void, and of no further force or effect whatsoever following the date hereof.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

IN THE WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THE RESTATED AGREEMENT ON THE DATE SET FORTH BELOW AND GRANTEE ACCEPTS THE AFOREMENTIONED TERMS AND CONDITIONS ELECTRONICALLY.

City of Carson
A Public Entity

BY: Signed by: David Roberts 8DA4A72B74D04D1...

David Roberts, City Manager
Authorized Signatory

Date: 12/30/2024

Department of Toxic Substances Control
Site Mitigation and Restoration Program

BY: Signed by: Elizabath Anne Berg C85CBA34A7A84F4...

Elizabeth Anne Berg, Deputy Director

Date: 1/1/2025

Exhibits:

- Exhibit A – ECRG Agreement Amendment 2 Request Application
- Exhibit B – Boundary Map of ECRG Funded Area
- Exhibit C –
  - C.1 - Scope of ECRG Activities - Round 1 Application
  - C.2 - Budget Detail Table - Round 1 Application
  - C.3 - Quarterly Expenditure Plan (QEP) - Round 1 Amendment (if applicable)
  - C.4 - Revised Quarterly Expenditure Plan (RQEP) - RESTATED AGREEMENT
- Exhibit D – Equitable Development Grant Commitments from Original ECRG Application

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Exhibit A – ECRG Agreement Amendment 2 Request Application

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

City of Carson

Grant ID: ECRG-2021-01030
Status: Time-Only Extension Review

Amendment ID: 39404917
Created: 2024-10-29 00:00:00 -0700

Status	Time-Only Extension Review

A. Getting Started

Before starting the ECRG Amendment 2 Request:

- Set up a meeting with the Brownfields Technical Assistance Provider, CCLR
- Consult with DTSC Portfolio Manager
- Grants under DTSC Oversight, contact rana.georges@dtsc.ca.gov
- Grants under Water Board or Local Agency Oversight, contact anthony.rosas@dtsc.ca.gov
- Community-wide Assessment Grants, contact triss.chesney@dtsc.ca.gov
- Grants considered an ECRG Pilot Study, contact sarah.larese@dtsc.ca.gov
- Coordinate with your team on the proposed work and schedule to develop your Quarterly Expenditure Plan
- Start and complete your amendment request in Fluxx as soon as possible

Requests will be accepted until 11:59 PM PST on October 30, 2024.

Application questions will be presented in Fluxx based on Applicant responses. The order in which they appear may not be sequential. All applicable questions must be answered. Incomplete requests may result in disqualification.

Applicants will be disqualified if it is determined that false warranty, representation, or statement has been made in, or in connection with the request.

DTSC retains the right to deny any applicant or limit funding or time extension to as DTSC deems appropriate based on ECRG eligibility and guidelines.

For questions, contact DTSC's Brownfield Technical Assistance Provider, the Center for Creative Land Recycling (CCLR) at ECRG@cclr.org or DTSC's Office of Brownfields staff at ECRG@dtsc.ca.gov.

Email ApplicationPortal@dtsc.ca.gov for technical issues with the online portal.

B. DTSC's Application/Grant Portal

ECRG Amendment Requests are submitted in this Portal (Fluxx). The Fluxx User Guide is available here.

Tips for Submitting Your ECRG Amendment Request in Fluxx

- Chrome is the preferred browser.
- To enter edit-mode on a draft amendment request, select **Edit** at the top right.
- The portal does not auto-save. Be sure to **Save** often.
- **BOLD** text indicates a required field.
- If Fluxx is unresponsive, try clicking **Save** to refresh the page without losing your progress. If you refresh the browser and have not saved, you will lose your progress.
- **DO NOT hit the back button on your browser, all changes you made prior to saving may be lost.**
- **Changes cannot be made after submitting the amendment request.**
- **If experiencing Fluxx issues, send an email to ApplicationPortal@dtsc.ca.gov. Include the request ID, a description of the issue, and screenshots, if applicable.**
- You can print a copy of your own responses to this form. Select the **Save and Close** icon at the bottom right, then select the **Print** icon at the top right.
- **Save and Close** if you would like to save your responses and resume your amendment request at a later time.
- If you have not yet submitted your amendment request, you may continue editing it using the **Edit** button at the top right of the form.
- When you have entered and provided all the information required to process your amendment request, click **Save and Close** to exit edit-mode. Then click **Submit** to submit your application for review. Changes cannot be made after an amendment request is submitted.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Amendment Request Information

Created By: James Nguyen

Amendment Created At: 10/29/2024

Current Start Date: 7/1/2022

If this field is not auto-populated, add this date: July 1, 2022

New End Date: 2/26/2027

Add the end date of February 26, 2026 or February 26, 2027. Note that an end date February 26, 2027 may only be applied if approved by your Portfolio Manager.

Grant Information

Note: You will not be able to edit any of the fields in this "Grant Information" section, it is informational only and reflects the current data for your grant.

Grant Agreement Number: ECRG-2021-01030

Grantee Name: City of Carson

Original ECRG Agreement Allocation: $315,000.00

Current Balance of ECRG Agreement: $0.00

Amount Approved for Reimbursement at Time of Submittal:

Grant Project Management (5% of original ECRG Agreement allocation): $15,750.00

Grant Project Management Remaining Balance:

Informational and Eligibility Questions

1. What grant type are you submitting an ECRG Amendment 2 for?

Grant Type: Site-specific Investigation

Site-specific Investigation

2. List the ECRG Tasks that have been completed to date. (1,000 characters)

DTSC approved PEA Report. Next step is a Supplemental Site Investigation to further characterize the Site.

3. List the ECRG Tasks that are left to complete. (1,000 characters)

Supplemental Site Investigation, Removal Action Workplan, Human Health & Risk Assessment, and Clean Up Planning

4. List and describe complications that have hindered you from completing the ECRG Tasks and provide a narrative on how each will be resolved. (2,000 characters)

This project exhausted all ECRG funding 1 year ahead of schedule and was delayed because no funding. Activities are now undertaken for ECRG Round 2. However, additional funds will be needed, and keeping Round 1 grant open may leave the door open for funding opportunities.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

5. Describe why this ECRG Amendment 2 is needed. (1,000 characters)

This project exhausted all ECRG funding 1 year ahead of schedule and was delayed because no funding. Activities are now undertaken for ECRG Round 2. However, additional funds will be needed, and keeping Round 1 grant open may leave the door open for funding opportunities.

6. Describe your readiness to use ECRG funding to complete the ECRG Tasks within the extended timeframe. (500 characters)

We have a team of 7 on-call environmental consultants ready to take on ECRG activities should more fund become available. The term of the contract extends to 2029.

7. Have you resolved all non-compliance issues?

NA, I did not have non-compliance issues

8. Have you been unresponsive to either of the following in the last six months:

- **Two consecutive email requests from your Portfolio Manager or regulatory oversight agency**
- **Three requests from your regulatory oversight agency**

No

Quarterly Expenditure Plan

9. Include a Quarterly Expenditure Plan (QEP) with ECRG Tasks, schedule, and costs for the current balance of the ECRG Agreement. All costs that have either been (1) planned or (2) incurred but the invoices have not been approved by the Portfolio Manager for reimbursement, must be included in the QEP. The QEP should only include eligible ECRG Tasks.

Update the QEP with ECRG Tasks for each quarter through March 31, 2026, for most grantees, or as approved by the Portfolio Manager.

Carefully read the text below regarding Grant Project Management (labor and travel costs) and answer the below questions accordingly:

- *The amount available left to spend on Grant Project Management is limited to the remainder of the previously designated 5% of your original ECRG Agreement.*
- *5% of your original ECRG Agreement is $15,750.00.*
- *The Grant Project Management remaining balance is $1,758.24*

9.a. Do you plan on using any of the above Grant Project Management remaining balance for the Grant Project Management ECRG Task?

If the Grant Project Management remaining balance is equal to $0, you must answer "No" to Question 9.a..

Yes

9.a.1. Enter the amount you plan to spend on Grant Project Management into the field below. The total for this ECRG Task must be less than or equal to $1,758.24. If the amount you enter below is above this value, your request may be considered ineligible.

Note that additional funds may not be requested for Grant Project Management.

$0.00

9.a.2. Follow the instructions in 9.b. to add entries to the QEP. Add one entry for the remaining balance of the Grant Project Management ECRG Task in the last quarter in the QEP following the instructions below. Do not break the Grant Project Management ECRG Task into smaller tasks per quarter.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

9.b. Create an entry by selecting the+ (plus sign) next to QEP below. To complete each entry, do the following:

9.b.1. Select a quarter.

- *Each quarter can have multiple ECRG Tasks. Note that each ECRG Task within a quarter must be entered as an individual entry.*
- *If an ECRG Task is expected to span multiple quarters, add another row with the same ECRG Task with the subsequent quarter*
- *For most grantees, the last quarter will be January 1 – March 31, 2026. Speak to your Portfolio Manager regarding the bonus time extension through February 26, 2027.*
- *If you are using ECRG funds for Grant Project Management, select your last quarter, which may be no later than "January 1 – March 31, 2026" for most grantees, and add the Grant Project Management ECRG Task to that quarter*

9.b.2. Add an entry for each ECRG Task within a quarter.

- *The grant type you are submitting this request for is a Site-specific Investigation*
- *The ECRG Task must be an eligible task for your specified grant type*
- *Selection of an ECRG Task that is not eligible for the appropriate grant type may results in a rejection of this request*

- *Eligible tasks for a Site-specific Investigation grant are listed below:*
- *Grant Project Management*
- *Regulatory Oversight Fees*
- *Community Engagement*
- *Tribal Engagement*
- *All Appropriate Inquiries (AAI) or Phase I*
- *Investigation Workplan and Fieldwork*
- *Investigation Report*
- *Cleanup Workplan*
- *Risk Assessment Workplan/Report*
- *Feasibility/Pilot Study Workplan/Report*
- *California Environmental Quality Act (CEQA) (for cleanup activities only)*

9.b.3. Enter the total funding amount for that specific ECRG Task within that quarter.

Quarterly Expenditure Plan

QEP Details (Table View):

Quarter	ECRG Task	Total Funding per Task within a Quarter	Task Status

After completing the QEP, click "Save and Close" at the bottom right corner of the form, wait for the form to fully update, then check that there are no red compliance warnings at the top of the form for Question 9.b.2..

Do not skip this step, clicking "Save and Close" ensures that the calculation in Question 9.c. hasupdated correctly.

To continue editing this request, you will need to re-enter Edit-mode at the top right corner of the request by clicking "Edit."

9.c. Total Funding Amount entered into the QEP:

This is a sum of the Total Funding per Task within a Quarter column in the QEP. This value should be equivalent to the current balance of your ECRG Agreement .

9.d. Does the answer to 9.c. match the current balance of your ECRG Agreement?

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Yes

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

ECRG-2021-01030:
Exhibit B – Boundary Map of ECRG Funded Area

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

ECRG-2021-01030:
Exhibit C

C.1 - Scope of ECRG Activities - Round 1 Application

Section 9: ECRG Schedule				
Status/Schedule for next 2 years				
Community-Wide Assessment	**Status (Assume Grant begins June 2022)**	**Start Date (mm/yyyy)**	**Completion Date (mm/yyyy)**	**Add brief description/comments**
Select Consultant(s)	[Select Status from drop-down]			
Create Brownfields Inventory	[Select Status from drop-down]			
Conduct Phase I ESAs	[Enter # to be completed]			
Conduct Phase II ESAs/PEAs	[Enter # to be completed]			
Community Engagement	[Select Status from drop-down]			
[Add additional tasks, if needed, using additional lines.]				
Environmental Investigation Grant Schedule	**Status (Assume Grant begins June 2022)**	**Start Date (mm/yyyy)**	**Completion Date (mm/yyyy)**	**Add brief description/comments**
Executed DTSC CLRRA Agreement	In negotiations	Jun-22	Jul-22	
Hire Consultant(s)	Scheduled	Jul-22	Aug-22	
Phase I Environmental Site Assessment	Planned (see schedule)	Aug-22	Oct-22	
Phase II Environmental Site Assessment/Preliminary Endangerment Assessment	Planned (see schedule)	Oct-22	Jan-23	
Site Characterization	Planned (see schedule)	Jan-23	Mar-23	
Risk Assessment	Planned (see schedule)	Mar-23	May-23	
Cleanup Plan	Scheduled	May-23	Aug-23	
EIR	Scheduled	May-22	Aug-23	
Community Engagement	Planned	Aug-22	Aug-23	
[Add additional tasks, if needed, using additional lines]				
Environmental Cleanup Grant Schedule	**Status (Assume Grant begins June 2022)**	**Start Date (mm/yyyy)**	**Completion Date (mm/yyyy)**	**Add brief description/comments**
[Select regulatory oversight agreement type]	[Select Status from drop-down]			
Hire Consultants	[Select Status from drop-down]			
Additional Investigation	[Select Status from drop-down]			
[Select Remedy Selection document]	[Select Status from drop-down]			
[Select California Environmental Quality Act document for Cleanup Plan]	[Select Status from drop-down]			
Remedy Design, if required by regulatory agency	[Select Status from drop-down]			
Implementation/Field Work	[Select Status from drop-down]			
Cleanup Report/Implemenation Report	[Select Status from drop-down]			
Community Engagement	[Select Status from drop-down]			
[Add additional tasks, if needed, using additional lines]				

Note: For activities with a status other than "Complete" or "Not Applicable, provide start and completion date in the schedule. Enter in a Completion Date for "Complete" status activities.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

ECRG-2021-01030:
Exhibit C

C.2 - Budget Detail Table - Round 1 Application

Scope, Schedule, and Budget Table

ECRG Task Description	Budget
Regulatory Oversight Fees : 7/1/2022 to 6/30/2024	50,000
Preliminary Endangerment Assessment (PEA) Workplan: 7/1/2022 to 4/30/2023: 7/1/2022 to 4/30/2023	250,000
Grant Project Management : 7/1/2022 to 6/30/2024	15,000
Total	315,000

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

ECRG-2021-01030:
Exhibit C

C.3 - Quarterly Expenditure Plan (QEP) - Round 1 Amendment

▼ Expand to see QEP Details:

Quarter	ECRG Task	Total Funding per Task within a Quarter	Task Status
January 1 - March 31, 2024	Regulatory Oversight Fees (not required for CWA grants)	$50,000.00	Confirmed
April 1 - June 30, 2024	Regulatory Oversight Fees (not required for CWA grants)	$12,000.00	Confirmed
July 1 - September 30, 2024	Regulatory Oversight Fees (not required for CWA grants)	$12,000.00	Confirmed
October 1 - December 31, 2024	Regulatory Oversight Fees (not required for CWA grants)	$12,000.00	Confirmed
January 1 - March 31, 2025	Regulatory Oversight Fees (not required for CWA grants)	$12,000.00	Confirmed
April 1 - June 30, 2025	Regulatory Oversight Fees (not required for CWA grants)	$12,000.00	Confirmed
July 1 - September 30, 2025	Regulatory Oversight Fees (not required for CWA grants)	$12,000.00	Confirmed
October 1 - December 31, 2025	Regulatory Oversight Fees (not required for CWA grants)	$9,000.00	Confirmed
January 1 - March 31, 2024	California Environmental Quality Act (CEQA) Document	$38,000.00	Confirmed
July 1 - September 30, 2024	California Environmental Quality Act (CEQA) Document	$8,000.00	Confirmed
October 1 - December 31, 2024	California Environmental Quality Act (CEQA) Document	$8,000.00	Confirmed
January 1 - March 31, 2025	California Environmental Quality Act (CEQA) Document	$8,000.00	Confirmed
April 1 - June 30, 2025	California Environmental Quality Act (CEQA) Document	$8,000.00	Confirmed
July 1 - September 30, 2025	California Environmental Quality Act (CEQA) Document	$4,000.00	Confirmed
April 1 - June 30, 2024	Investigation Workplan and Fieldwork	$5,000.00	Confirmed
July 1 - September 30, 2024	Investigation Workplan and Fieldwork	$5,000.00	Confirmed

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

C.3 - Quarterly Expenditure Plan (QEP) - Round 1 Amendment (Continued)

October 1 - December 31, 2024	Cleanup Workplan	$10,000.00	Confirmed
January 1 - March 31, 2025	Cleanup Workplan	$2,000.00	Confirmed
July 1 - September 30, 2024	Risk Assessment Workplan/Report	$20,000.00	Confirmed
October 1 - December 31, 2024	Risk Assessment Workplan/Report	$17,500.00	Confirmed
July 1 - September 30, 2024	Community Engagement	$3,000.00	Confirmed
October 1 - December 31, 2024	Community Engagement	$3,000.00	Confirmed
January 1 - March 31, 2025	Community Engagement	$3,000.00	Confirmed
April 1 - June 30, 2025	Community Engagement	$3,000.00	Confirmed

9.c. Total Funding Amount from the QEP (not including Grant Project Management): $276,500.00

This is a sum of the Total Funding per Task within a Quarter column in the QEP. This value should be equivalent to Question 9.a.. The answer to 9.a. is $276,500.00.

9.d. Sum of the Total Funding Amount from the QEP and the Grant Project Management Remaining Balance: $278,258.24

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

ECRG-2021-01030:
Exhibit D – Equitable Development Grant Commitments from Original ECRG Application

Section 14: Equitable Development Grant Commitments					
Commitment Target Area (example types below, add lines as necessary)	**Associated Metric***	**How will this be metric be measured?**	**How will this information be reported to DTSC?**	**When will this commitment be expected to begin? (Target Date)**	**What is the expected value for this metric?**
Job Creation	Number of jobs	Number of local jobs (part time, full time) created (short term, long term)	TBD / Report from Grantee	2023 onward	Number of Jobs / wages
Preventing Displacement	Provide local access to quality retail not currently available	New quality retailer (e.g. Costco). No discount retailer (e.g. 99 Cents Only, Dollar Tree, Dollar General, Family Dollar, and Big Lots)	TBD / Report from Grantee	2023 onward	Square footage developed quality retailer
Expanding Mobility and Connectivity					
Developing Healthier and Safer Communities	Attract and retain quality retail	Number/ quality of retailers selected (healthier food options, no discount retailiers) to local community	TBD / Report from Grantee	2023 onward	Qualitative / TBD
Promoting or Promotion of Environmental Justice	Development of Quality Retail Tenant	Completion of Quality Development and clean up of brownfield/ former landfill site	TBD / Report from Grantee	2023 onward	Construction Completion

*see guidelines for example metrics

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Exhibit B

ECRG Agreement Amendment 3 Request Application, Including Revised Quarterly Expenditure Plan

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

CITY OF CARSON

Via Email

January 15, 2025

Department of Toxic Substances Control | Office of Brownfields
5796 Corporate Avenue
Cypress, California, CA 90630
Attn: ECRG@dtsc.ca.gov (ECRG Program Staff)
Rana.Georges@dtsc.ca.gov (DTSC Portfolio Manager)

SUBJECT: ECRG Round 1 Amendment Funding Request – City of Carson - ECRG-202204-01030 regarding Updated Selection and Funding Allocation Criteria for Possible Limited Funding Availability-Requests Due January 15, 2025

Dear ECRG Staff,

In response to DTSC Office of Brownfields, Cleanup in Vulnerable Communities Initiative Memorandum, dated December 17, 2024, for Funding Request Application No. ECRG-202204-01030, below are the required items for the Funding Request:

1.	**Funding Request Letter:**	This document constitutes as the Grantee's official Funding Request Letter.
2.	**Requested Information:**	The section below is the funding request information.
a.	**Grantee Name:**	City of Carson
	Site name and address:	20151 Main Street (Sywest Development) and 20151 Main Street
	Grant Number:	ECRG-202204-01030
	Grant type	Site Investigation
b.	**Original Funding Allocation:**	$315,000 (Round 1)
	Total Reimbursed Amount:	$315,000 (Round 1)
	Remaining Balance:	$0 (Round 1)
c.	**Agreement Expiration:**	Current Expiration February 26, 2027
d.	**Funding amount requested:**	**$236,000 (revised)**, previously requested $278,258.24

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

e. **ECRG Remaining Tasks:** Remaining ECRG site investigation tasks for this site includes a Supplemental Site Investigation (SSI), an additional SSI to determine extent of current landfill, Removal Action Workplan (RAW), Human & Health Risk Assessment (HHRA), California Environmental Quality Act (CEQA) document, Community Engagement, Grantee project management and DTSC Oversight.

f. **Round 1 Amendment Tasks:** Round 1 Amendment funding request are to include RAW, HHRA, CEQA, Community Engagement, and DTSC Oversight. The City's current Round 2 grant will pay for SSI, additional SSI, Grantee Project Management, and a portion of DTSC Oversight.

g. **Quarter Expenditure Plan:** The QEP is attached under **Exhibit A.**

i. There are no remaining funds from original ECRGrant.
ii. All reimbursements from original ECRGrant were approved in 2023.
iii. As stated in the above section f, the proposed use of newly requested additional funds to include RAW, HHRA, CEQA, Community Engagement, and DTSC Oversight.

h. **QEP discussion & approval:** DTSC Project Manager and Portfolio Manager, the Property Owner and Developer, and the City and its Environmental Consultants discussed the QEP at a joint virtual meeting held on Thursday, January 9, 2025. Given the timing requirements, City explained to the group on its intention to use ECRG Round 2 to complete all SSI and additional SSI activities. All other environmental investigation ECRG tasks would be included in ECRG Round 1 Amendment. A draft QEP was sent to the same group on Tuesday, January 14 including the DTSC project manager for approval. The DTSC project manager responded stating the draft QEP, tasks and schedule all seem reasonable. The City also incorporated the one suggestion from DTSC on oversight cost for the July to September 2026 quarter.

i. **Completing Investigation:** The City anticipates all ECRG environmental site investigation activities will be completed within the grant term ending February 26, 2027. The current QEP has all site investigation activities to be completed in the summer of 2026, approximately six months prior to the grant term end date.

j. **Funding Source:** The QEP includes funding sources needed to complete all environmental investigation activities, including secured funding source. The City will pursue cleanup grants when those

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

funding opportunities become available or turn to other funding sources. The scope of the cleanup is yet to be determined, pending completion of site investigation.

3. If only partial funding: Not applicable**.** This funding request is sufficient to cover all environmental site investigation activities.

4. Reuse Plans for Site: The City has entered into an Economic Development Benefit Agreement ("Agreement") with the property owner and developer in 2022 with the goal of attracting a high-quality retail end user to Carson for the local community. The Agreement provides a funding mechanism to significantly increase the likelihood for the site to be ultimately developed to a use that benefits the local community and thereby meeting the goals of the ECRG program and the state's broader Cleanup in Vulnerable Communities Initiative (CVCI).

Specifically, if the property owner provides a high-quality retail end user desired by the community, the City will provide the owner with future sales tax rebate of up to $18,000,000 from sales tax generated onsite. In the absence of such incentives, the future reuse of this site, if any, may not result in a development that will benefit a historically vulnerable and disadvantaged community (e.g., industrial development).

It is important to note that despite diligent efforts by the former Carson Redevelopment Agency and staff to foster development of a beneficial end use for the Property, the site has remained vacant for decades. In fact, the Property is currently being used as a temporary facility for the storage of vehicles as no other viable uses have been feasible.

While the original Agreement calls for the attraction of a Costco warehouse, the Agreement was amended in 2024 to broaden the retail definition as one or more retail facilities located on the property (including, but not limited to, (i) a Sam's Club, Fred Meyer, Meijer, or BJ Wholesale Club, or (ii) any similar retail facility (or facilities) comprising a retail and/or grocery store of at least 100,000 square feet of retail space. Discount stores are excluded (other than Sam's Club, Fred Meyer, Meijer, or BJ Wholesale Club which, for the avoidance of doubt, are not discount stores), including, but not limited to, by way of example,

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

the following retailers: 99 (cents) Only, Dollar Tree, Dollar General, Family Dollar, Walmart, and Big Lots.

Securing funds to address environmental investigation and cleanup is the biggest challenge and barrier to prevent or delay the reuse. Because the City utilized all ECRG award one year ahead of schedule for this site (summer 2023), no activities were taken in the year after (from fall 2023 through spring 2024). Therefore, funding to complete environmental activities is essential for the immediate beneficial reuse of the site.

5. Grantee's Engagement:

The City of Carson became an ECRGrantee in 2022 and have made significant strides in meaning fully engaging with community members and making strides toward environmental justice goals.

For this site, the City has been working with the property owner and developer to ensure the end reuse of the site is one that is beneficial to the community. As discussed, the City has entered into an Economic Development Benefit Agreement to that effect. The Agreement and amendment have been presented to the public in a public meeting.

Carson is a community of nearly 100,000 residents and is considered to be a vulnerable and underserved community with a history of environmental justice issues. Environmental justice and public health concerns, including pollution and compounded health risks stemming from the concentration of landfill, refineries, port related activities, and other industrial activities in and nearby the city, have a long history in Carson that predates its incorporation as an independent city in 1968. Carson continues to face environmental justice issues with the majority of areas in the city being designated CalEnvironScreen 4.0 Tracts within the 75% percentile or more.

And despite being located in one of the largest metropolitan areas in the country (where land value is very high) and surrounded by cities that are practically fully built, many sites in Carson remain undeveloped because of contaminated land. It has also been well established by local residents and the Carson community that the need to address brownfields is of highest priority in the community.

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Prior to 2022, the City did not have an active brownfields program and faced numerous environmental justice issues. This includes the 2021 Dominguez Channel Odor Incident stemming from an industrial warehouse fire that caused a significant release of hydrogen sulfide gas, forcing temporary thousands of Carson residents to be relocated outside the city.

Since becoming an ECRGrantee in 2022, several plans and policies were adopted by the City to highlight the importance of addressing environmental issues and brownfields including, but not limited to, the following:

• Resolution No. 22-068 - This resolution declared the City's intention to formally prioritize the remediation and development of vacant, environmentally challenged properties in the City and develop a comprehensive economic development ordinance to facilitate remediation and development of contaminated properties.

• Carson 2040 General Plan Community Health & Environmental Justice Element, Policy CHEG-6 – This policy states the following: "Explore opportunities and seek funding to remediate and redevelop brownfields as sites to spur economic development, expand natural open spaces and parks, community gardens, and other similar health-promoting community revitalization activities, particularly in underserved neighborhoods."

• 2023 Economic Development Strategic Plan, Strategy 6.E – This strategy provides the following: "Partner with property owners to assess, investigate, and clean-up contaminated sites, establishing Carson as a "national best-practices leader" in brownfield remediation and redevelopment."

While policies and plans reflect the desires and aspirations of the community, without the funding and resources needed, these visions may never be realized. Over the past three years, the City was able to secure 4 different ECRG awards and one US EPA award to address brownfields in Carson.

In addition to grants, the City has the ability to form partnerships and leverage all possible resources to address the important issue of brownfields in Carson. Since 2020, City of Carson has partnered with the County of Los Angeles to form the Carson

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

Enhanced Infrastructure Financing District (EIFD), a property tax increment financing district.

With the formation of the Carson EIFD now complete, the City and County of LA plan to share its property tax increments to address environmental remediation, affordable housing and other economic development initiatives. The Carson EIFD is one of very few multi-jurisdictional partnerships in the state where two taxing entities have agreed to commit its property tax increments to a common cause. However, because revenues in an EIFD are tax-increment based, without completed redevelopment projects, no increments would be generated to fund environmental remediation. The City plans to use state and federal funds like the ECRG program to accelerate the redevelopment process, which in return will create future property tax increment revenues for the Carson EIFD, and thereby creating a long-term future revenue stream to address brownfields in Carson.

Finally, and most recently, the City is building upon its renewed partnership with its local university, California State University Dominguez Hills (CSUDH), and will be utilizing ECRG CWA award to fund its recently executed contract (December 2024) with CSUDH to perform brownfield community engagement activities in Carson. Community engagement will be led by a CSUDH professor in the School of Public Health & Health Sciences and supported by university students and the City.

CSUDH is home to a very diverse student population, many coming from low-income and historically educationally disadvantaged families and are first generation college students. CSUDH ranks among the top universities nationally in upward social mobility.

Thank you for the funding opportunity. Should you have any questions, please contact me at jnguyen@carsonca.gov or 310-952-1700 ext. 1310.

Sincerely,

James Nguyen
Special Projects Manager

Exhibit A: Quarterly Expenditure Plan (QEP)

Docusign Envelope ID: 0FD861F8-17AC-43B9-988A-986588F11350

City of Carson - ECRG Round 1 Amendment
Quarterly Expenditure Plan (QEP)

Quarter	Funding Source	ECRG Activity	Estimated $ Amount
January to March 2025	ECRG Round 2 (Existing Awarded Grant)	Supplemental Site Investigation (SSI)	$30,000
		Additional SSI to Determine landfill Boundary	$40,000
		DTSC Oversight Cost	$20,000
		City Project Management	$4,500
April to June 2025	ECRG Round 2 (Existing Awarded Grant)	Supplemental Site Investigation (SSI)	$30,000
		Additional SSI to Determine landfill Boundary	$40,000
		DTSC Oversight	$15,000
		City Project Management	$4,500
July to September 2025	ECRG Round 2 (Existing Awarded Grant)	Supplemental Site Investigation (SSI)	$30,000
		Additional SSI to Determine landfill Boundary	$40,000
		DTSC Oversight	$20,000
		City Project Management	$4,500
	ECRG Round 1 Amendment	Removal Action Workplan (RAW)	$12,000
		Human Health Risk Assessment (HHRA)	$9,000
October to December 2025	ECRG Round 2 (Existing Awarded Grant)	Supplemental Site Investigation (SSI)	$15,000
		Additional SSI to Determine landfill Boundary	$15,000
		DTSC Oversight	$20,000
		City Project Management	$4,500
	ECRG Round 1 Amendment	Removal Action Workplan (RAW)	$12,000
		Human Health Risk Assessment (HHRA)	$9,000
January to March 2026	ECRG Round 1 Amendment	Removal Action Workplan (RAW)	$12,000
		Human Health Risk Assessment (HHRA)	$9,000
		CEQA Document (for clean up only)	$16,000
		Community Engagement	$15,000
		DTSC Oversight	$20,000
April to June 2026	ECRG Round 1 Amendment	Removal Action Workplan (RAW)	$12,000
		Human Health Risk Assessment (HHRA)	$9,000
		CEQA Document (for clean up only)	$16,000
		Community Engagement	$15,000
		DTSC Oversight	$20,000
July to September 2026	ECRG Round 1 Amendment	CEQA Document (for clean up only)	$15,000
		Community Engagement	$15,000
		DTSC Oversight	$20,000
October to December 2026	ECRG Round 1 Amendment	Contingency (if applicable)	Rollover from prior quarter
January to February 2027	ECRG Round 1 Amendment	Contingency (if applicable)	Rollover from prior quarter

Notes:

- The City used all original ECRG awarded funds ($315,000) in the summer of 2023, a year ahead of schedule. As a result, environmental site investigation activities halted for a year. With the ECRG Round 2 award in 2024, ECRG activities continued.
- ECRG Round 2 funds are available now until March 2026. City was awarded $375,000 has spent approximately $45,000 as of December 2024. The City anticipates on rapidly spending ECRG Round 2 funds in early 2025.
- ECRG Round 1 amendment funding is anticipated to be available starting May 2025 through February 2027. Given the timing requirements, City intends on using the current ECRG Round 2 to complete all SSI and additional SSI activities (to determine extent of landfill). All other environmental investigation ECRG tasks is proposed to be funded with the ECRG Round 1 Amendment.
- City previously requested $276,500 in its ECRG Round 1 Amendment application. This revised ECRG Round 1 Amendment request as shown in the above QEP is over $40,000 less than the previous request (now requesting $236,000).
- No City project management is requested under ECRG Round 1 Amendment; actual City staff costs will be covered by City.

Updated: 1/14/2025

RESOLUTION NO. 25-041

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2024-25 BUDGET TO ACCEPT ONE GRANT IN THE TOTAL AMOUNT OF $500,000 IN CONNECTION WITH THE US EPA MULTIPURPOSE, ASSESSMENT, REVOLVING LOAN FUND, AND CLEAN-UP (MARC) GRANT PROGRAM

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 submitted one competitive grant application in connection with the United States Environmental Protection Agency Multipurpose, Assessment, Revolving Loan Fund, and Clean-Up (MARC) grant program; and

WHEREAS, the City of Carson was awarded and entered into a Grant Agreement to receive $500,000 for community-wide assessment; and

WHEREAS, the City Council has determined it necessary to approve an amendment to the City's FY 2024-25 budget to account for the grant award, 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 Increase
223-70-720-100-5002	Full-Time Salaries	$61,020
223-70-720-100-6004	Professional Services	$425,500
223-70-720-100-6009	Materials & Supplies	$1,480
223-70-720-100-6014	Conference and Travel	$12,000

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, 2024.

_____
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. 25-041, 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 15, 2025, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Reata Kulcsar, Energy and Sustainability Officer CMO Administration

Subject: CONSIDER APPROVING THE CLEAN POWER ALLIANCE'S INNOVATION FUND PARTICIPATION AGREEMENT TO RECEIVE $86,900 IN GRANT FUNDING TO IMPLEMENT CARSON'S EV CHARGING WALLET PILOT PROGRAM

I. SUMMARY

The Clean Power Alliance (CPA) has established the Innovation Fund, which is a competitive funding opportunity for member agencies. This fund aims to support creative and innovative decarbonization projects that align with CPA's mission. Specifically, it provides financial support of up to $250,000 to selected agencies for projects focused on resilience and grid management, transportation and building electrification, and local clean energy procurement. Through this program, the City was awarded $86,900 to launch the EV Charging Wallet Pilot Program, an innovative initiative designed to make charging affordable and accessible for residents, particularly those who cannot charge at home. The goal is to launch this program in the summer of 2025. It's important to note that the specific guidelines for this pilot program are still pending review and approval from the City Council.

The City Council is being asked to approve and authorize the City Manager to sign the Innovation Fund Participation Agreement with CPA (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Innovation Fund Participation Agreement with Clean Power Alliance to receive $86,900 in grant funding to implement Carson's EV Charging Wallet Pilot Program.
2. AUTHORIZE the City Manager to execute the agreement and any related documents subject to 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

The Clean Power Alliance (CPA) launched the Energized Communities program to accelerate decarbonization in the communities it serves. The Energized Communities program consists of two parts: 1) Pathways to Electrification, which offers $250,000 to each member agency to pursue a set of pre-selected measures to support electrification; and 2) the Innovation Fund, which provides funding for CPA member agencies to implement creative decarbonization and sustainability projects in their communities. Each of CPA's member agencies is eligible to enroll in a Pathways to Electrification project and may also apply for up to $250,000 through the Innovation Fund, which is designed as a competitive funding opportunity. Through the overall Energized Communities budget, CPA has allocated $2 million for the Innovation Fund, divided into two rounds of funding of $1 million each for member agency projects that align with program goals and demonstrate community benefits. In October 2024, CPA launched the first round of the Innovation Fund (Innovation Fund Round 1). Member agencies were invited to submit project proposals for up to $250,000 in funding that align with CPA's mission and program pillars: Resilience and Grid Management, Transportation and Building Electrification, and Local Clean Energy Procurement. The Innovation Fund Round 1 application period concluded in December 2024.

The City of Carson submitted a proposal for $250,000 to develop a pilot program to make electric vehicle (EV) charging more accessible and affordable for its residents. The original proposal envisioned a program in which $1,000 annually in subsidies would be provided to 250 households for use at the City's public charging stations over a 12-month period. However, the City was awarded $86,900 to launch the pilot program and will be able to resubmit during the next round for the remaining available funds.

Carson is nearing the completion of over 150 public EV charging stations strategically located throughout the City. This extensive network aims to provide convenient charging options for electric vehicle owners, particularly for renters and those who lack access to a home charging station.

The pilot program will provide subsidized access to the City's collection of Level 2 charging stations, offering vital support for electric vehicle (EV) drivers. The program guidelines and application are being drafted and will be presented to the City Council for review and consideration in the coming months.

V. FISCAL IMPACT

Currently, there is no financial impact. CPA will reimburse the City for program costs up to $86,900 to cover anticipated expenses. Furthermore, the plan is to launch this program in the summer of 2025, and staff will request the necessary interim funding while preparing the budget proposals for the Fiscal Year 2025/2026.

VI. EXHIBITS

1. Innovation Fund Participation Agreement.

Attachments

Innovation Fund Participation Agreement_Carson_CPA.pdf

INNOVATION FUND PARTICIPATION AGREEMENT

This Innovation Fund Participation Agreement ("Agreement"), made as of the last date signed below (the "Effective Date"), by and between the City of Carson ("Participant"), and Clean Power Alliance of Southern California, a Joint Powers Authority and Community Choice Aggregation program ("CPA"), referred to individually or collectively as "Party" or "Parties," is to enroll Participant in the CPA Innovation Fund program, described in more detail below.

RECITALS

WHEREAS, CPA has launched the Energized Communities program ("Energized Communities") to assist CPA's member agencies with the implementation of building and transportation electrification measures to reduce dependence on fossil fuels and reach sustainability and decarbonization goals by providing financial and technical support;

WHEREAS, as part of the Energized Communities program, CPA desires to support member agencies in implementation of creative decarbonization projects in their communities by providing up to $250,000 to selected member agencies through the Innovation Fund;

WHEREAS, Participant and CPA previously entered into the Electric Fleet Transition Program Participation Agreement on March 4, 2025 to participate in the Energized Communities program to receive support electrifying the City of Carson's vehicle fleet;

WHEREAS, the Innovation Fund is a competitive funding opportunity available to CPA's member agencies that submit applications for projects that align with CPA's mission and its program pillars: Resilience and Grid Management, Transportation and Building Electrification, and Local Clean Energy Procurement;

WHEREAS, CPA's Board of Directors approves project funding recommendations made by a review team comprised of Community Advisory Committee members and CPA staff; and

WHEREAS, the selected member agencies enter into participation agreements to outline the financial support CPA will provide to participants to offset the cost of developing and implementing the Innovation Fund projects as agreed upon by the Parties.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, it is mutually understood and agreed by and between the Parties as follows:

AGREEMENT

1. **Term.** This Agreement begins on the Effective Date and ends on June 30, 2028 or until terminated in accordance with the provisions herein ("Term").

2. **Termination.** Any Party may terminate this Agreement for convenience and without liability to the other Party upon giving the other Party sixty (60) days prior written notice.

3. **CPA Obligations.** CPA agrees to provide financial reimbursement to Participant, as detailed in Exhibit A, Innovation Fund Program Terms and Conditions, attached hereto.

4. **Participant Obligations.** Participant agrees to the obligations detailed in Exhibit A attached hereto.

5. **NO LIABILITY; NO REPRESENTATION OR WARRANTY; INDEMNITY.**

    a. CPA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE WITH RESPECT TO SERVICES PROVIDED BY PARTICIPANT.

    b. INDEMNIFICATION. EACH PARTY SHALL INDEMNIFY AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE OTHER PARTY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, MEMBERS, VOLUNTEERS, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, COSTS, EXPENSES, CLAIMS, AND/OR JUDGMENTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS THAT MAY DIRECTLY OR INDIRECTLY ARISE AND/OR RESULT FROM THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNIFICATION SHALL BE ONLY IN PROPORTION TO AND TO THE EXTENT THAT SUCH CLAIMS, JUDGMENTS, CAUSES OF ACTION, DAMAGES, PENALTIES, COSTS, LIABILITIES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS INCURRED IN THE DEFENSE OF ANY SUCH CLAIM OR ANY ACTION OR PROCEEDING BROUGHT THEREON ARISE FROM THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF INDEMNIFYING PARTY, AND ITS OFFICERS, EMPLOYEES, INVITEES, OR AGENTS. NOTWITHSTANDING THE FOREGOING, CPA SHALL BE UNDER NO OBLIGATION WHATSOEVER TO INDEMNIFY PARTICIPANT OR HOLD PARTICIPANT HARMLESS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, COSTS, OR DISBURSEMENTS AS A RESULT OF PARTICIPANT'S CONSIDERATION, DEVELOPMENT, REVIEW, DRAFTING, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S INNOVATION FUND MEASURES.

    c. LIMITATION OF LIABILITY. CPA SHALL NOT BE LIABLE TO PARTICIPANT FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, OR EXEMPLARY DAMAGES FOR ANY

CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO PARTICIPANT'S DEVELOPMENT, DRAFTING, REVIEW, ADOPTION, AND/OR IMPLEMENTATION OF PARTICIPANT'S INNOVATION FUND MEASURES, AND/OR ANY OTHER CLAIM, WRIT, PETITION, OR CAUSE OF ACTION RELATED TO THIS AGREEMENT WHETHER ARISING FROM BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE.

6. **Insurance.**

a. The Parties agree to provide and maintain throughout the Term of this Agreement, at their own expense, a program of insurance, or self-insurance, covering the activities and operations of their respective officers, agents and employees, and contractors for the Term of this Agreement. This insurance shall include general liability insurance with coverage limits of $2,000,000 per occurrence and $2,000,000 aggregate (unless the aggregate is on a per-policy basis, in which case the aggregate shall be a minimum of $4,000,000). This insurance shall be endorsed to include the following: (i) CPA, its Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on Participant's commercial general liability policy, and Participant's Board, Officers, Officials, Employees, Agents, Servants, and Volunteers are covered as additional insureds on CPA's commercial general liability policy; and (ii) a written notice to be mailed to the other Party 30 days prior to the effective date of a cancellation or non-renewal of such insurance.

b. Participant agrees to maintain throughout the Term of this Agreement, at their own expense, an automobile liability policy covering any auto (including owned, hired, and non-owned autos) with limits no less than $1,000,000 per occurrence for bodily injury and property damage.

c. The Parties agree to maintain throughout the Term of this Agreement, at their own expense, a workers' compensation policy as required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than $1,000,000 per occurrence for bodily injury or disease.

d. Upon request, either Party shall provide the other evidence of such coverage naming the other Party as an additional insured including an additional insured endorsement issued by the insurance company or program of self-insurance.

e. CPA may waive or change any of the requirements in this Section 6, upon mutual agreement with the Participant.

f. Nothing herein waives or reduces a Party's indemnification obligations pursuant to Section 5.

7. **Publicity.** Any marketing materials generated by Participant related to the performance of this Agreement should reference CPA's contributions. Each Party shall make best efforts to display or utilize the words "Clean Power Alliance" and "City of Carson" in all marketing materials, including flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles (to the extent possible); provided, that CPA may omit "City of Carson" from CPA marketing materials when publicizing the Innovation Fund program generally and not specifically with respect to (a) this Agreement or (b) Participant's participation in the Innovation Fund. Any piece of publicity issued by Participant, including those mentioned above, must be reviewed and approved by CPA before issuing a press release. Participant agrees to provide CPA with reasonable time for review before such issuance.

   Participant shall include CPA's logo and a statement acknowledging CPA funding of Innovation Fund measures on any equipment and project signage. Statements shall be provided by CPA and placement of such statement shall be agreed to by both Parties. Where CPA and Participant logos are used on any signage or documentation arising from this partnership, the logos of each Party will be of equal size.

8. **General Provisions.**

   a. Entire Agreement. This Agreement represents the full and complete understanding between the Parties as to the subject matter of this Agreement and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties related to the subject matter of this Agreement.

   b. Amendment. Any amendment to or modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement.

   c. Governing Law and Venue. This Agreement is governed by the laws of the State of California. Any lawsuit filed in relation to this Agreement must be filed with the Superior Court for the County of Los Angeles, State of California.

   d. Third Party Beneficiaries. There are no intended third-party beneficiaries of this Agreement.

   e. Independent Parties. Each Party shall perform its responsibilities and activities described herein separately and not as an officer, agent, employee, or volunteer of the other Party hereto. Each Party shall be solely responsible for the acts and omissions of its officers, agents, and employees. Nothing herein shall be considered

as creating a partnership or joint venture between the parties.

f. Headings. The headings in this Agreement are for convenience only, are not a part of the Agreement, and in no way affect, limit, or amplify the terms or provisions of this Agreement.

g. Severability / Partial Invalidity. If any term or provision of this Agreement, or its application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

h. Survival. All provisions which by their nature must continue after the Agreement expires or is terminated shall survive the Agreement and remain in full force and effect, including but not limited to the indemnification requirement in Section 5.

i. Notices. All notices, requests, and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery; or the date confirmed by the reputable overnight delivery service; or on the fifth calendar day after deposit in the United States Mail, postage prepaid; or the next business day following submission by electronic mail:

To CPA:
Joanne O'Neill
Director, Customer Programs
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
joneill@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

EnergizedCommunities@cleanpoweralliance.org

To Participant:
Reata Kulcsar
Energy and Sustainability Officer
City of Carson
701 E. Carson Street, Carson, CA 90745
rkulcsar@carsonca.gov

j. Electronic Signatures. This Agreement may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf")

version by email and such electronic signature(s) shall be deemed as original for purposes of this Agreement and shall have the same force and effect as a manually executed original.

k. Execution in Counterparts. This Agreement may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the latest date of execution set forth below.

_____	_____
Ted Bardacke Chief Executive Officer Clean Power Alliance of Southern California Date:	David C. Roberts, Jr. City Manager City of Carson Date: ATTEST: _____ Dr. Khaleah R. Bradshaw, City Clerk APPROVED AS TO FORM: ALESHIRE & WYNDER, LLP _____ Sunny K. Soltani, City Attorney [rjl]

Exhibit A

Innovation Fund - Program Terms and Conditions

1. **CPA Payment.** CPA will provide financial reimbursement to Participant in an amount (i) no greater than $86,900 and (ii) to be specified in the Project Scope and Budget, as defined below.

    a. CPA will issue payments within 30 days of receipt and review of supporting documentation provided by Participant, until the agreed upon budget is funded.
    b. CPA reserves the right to pause or cease payments in CPA's sole discretion if Participant does not provide a status report ("Status Report," as such term is defined below) in a timely manner in accordance with Section 2.c. below.
    c. Participant acknowledges and agrees that the payments shall only be used for the purposes as agreed to in this Exhibit A.

2. **Participant Obligations.** In consideration of the Innovation Fund payment set forth in this Agreement, Participant shall perform obligations in accordance with the terms, conditions, and specifications set forth herein, including as follows:

    a. Point of Contact. Within one (1) month of the Effective Date, Participant agrees to provide a dedicated point of contact to CPA for coordination and reporting purposes throughout the Term of this Agreement.

    b. Meetings. Participant will provide project status and updates to CPA in regularly scheduled meetings, planned for every other month. Program updates and requests for reimbursement will be covered during these meetings, prior to Participant submitting payment requests.

    c. Reporting. Participant agrees to provide CPA with a Status Report every six (6) months, and a project summary report ("Summary Report") upon completion of their Innovation Fund project. The Status Report must include the metrics agreed upon by the Parties in the project scope as defined below. The Summary Report shall detail the outcomes of Participant's Innovation Fund project, how funding provided by CPA was utilized to implement the project, and the key project metrics and benefits resulting from implementation of the Innovation Fund project.

    d. Scope and Budget. Participant shall mutually agree with CPA on a project scope and budget ("Project Scope and Budget") that details expected milestones, targeted number of participants, quarterly budget, and expected results, substantially in the form of Exhibit B, Form of Project Scope and Budget, attached to this Agreement. Project implementation shall be completed within two (2) years of the Effective

Date of this Agreement. Participant acknowledges and agrees that it shall not be eligible to receive Project Funding (as such terms are defined below) until CPA and Participant mutually agree upon the Project Scope and Budget. Finalization of the Project Scope and Budget document can occur after execution of this Agreement, and can be updated throughout the term of the project upon agreement by both Parties.

e. Project Funding. Participant shall specify expected use of funding for their Innovation Fund project ("Project Funding") and note those plans in the Project Scope and Budget. The Project Funding agreed upon by both Parties will be considered eligible expenses for CPA payment.

    i. Participant acknowledges and agrees that any costs for consultant fees, installation of equipment, rebates or incentives to customers, or any other Innovation Fund project measures that are not agreed upon under the Project Scope and Budget shall be borne by Participant.
    ii. If Participant elects to distribute Project Funding to customers as part of their Innovation Fund project, Participant acknowledges that funding recipients are CPA customers as noted below.
    iii. Participant is allowed to combine Project Funding from CPA with funding from other organizations and sources, subject to any requirements by those funding sources. Participant shall inform CPA if grants and other funding related to the project scope are received. Participant agrees and acknowledges that in no event shall the combined funding from CPA and third parties exceed 100% of total project costs. Should such situation arise, the Parties will review the Project Scope and Budget to consider amendments and/or a reduction in Project Funding.
    iv. Reimbursement. Participant shall submit appropriate documentation to request reimbursement for measures as specified in the agreed upon Project Scope and Budget substantially in the form of Exhibit C, Form of Reimbursement Request, attached to the Agreement.

f. CPA Customer. Participant represents and warrants that Participant is a CPA public agency customer and acknowledges and agrees that Participant is required to continue to be a CPA public agency customer in order to be eligible to receive financial reimbursement under this Agreement. Further, Participant acknowledges that any funding distributed to customers as part of the Participant's Innovation Fund project shall only be distributed to CPA customers.

g. Ongoing Data: Participant agrees to provide CPA access to Innovation Fund project findings and share project data up to one-year following completion of their Innovation Fund project, and participate in a one-year post award interview to share project status and results.

Exhibit B

Form of Project Scope and Budget

Following the terms provided in the Participation Agreement, the specific Project Scope and Budget for Participant will be submitted to CPA substantially in the form illustrated below.

Project Summary:

- Agency Name: City of Carson
- Agency Point of Contact: Reata Kulcsar
- Innovation Fund Project Title: EV Charging Wallet Pilot Program
- Innovation Fund Project Goals: Provide discounted charging at the City's EV charging stations focused on supporting residents with limited EV charging access.
- Funding Amount Requested: $86,900

Table: Project Scope and Budget

Innovation Fund Project Measures and/or Activities	**Proposed Metrics**	**Timeline and Key Milestones**	**Proposed Budget per Measure**	**Anticipated Results or Benefits per Measure (if known)**
Summarize how Participant intends to use Project Funding to implement measures/ activities and how project results will be tracked through proposed metrics.				

Exhibit C

Form of Reimbursement Request

Participant will submit a W-9, and any invoices, receipts, or other appropriate documentation to show paid expenditure of funds, along with the reimbursement request for measures, as specified in the agreed upon Project Scope and Budget.

A reimbursement request with the information noted in the table below will be submitted to CPA for approval. CPA will notify the Participant of approval and forthcoming repayment.

Reimbursement Request Form

Innovation Fund Project Measure	**Reimbursement Amount Requested**	**Documentation Provided (Invoice, Purchase Receipt, etc.)**	**Remaining Budget (of the total Project Funding amount)**
Total Amounts			

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 27.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER AWARDING A CONTRACT SERVICES AGREEMENT WITH ETERNAL LOVE, LLC, DBA VESTED SOLUTIONS, FOR BUS STOP CLEANING SERVICES (CITY COUNCIL)

I. SUMMARY

On October 24, 2024, Transportation Services released a Request for Proposals ("RFP") notice to solicit qualified vendors for bus stop cleaning services. A total of four vendors submitted proposals by the directed deadline. Based on the completeness of the firm's submission to the RFP and the cost of providing the service, ETERNAL LOVE Limited Liability Company, dba VESTED SOLUTIONS ("Vested Solutions"), was selected as the most responsive vendor. Staff recommends awarding and approving a Contract Services Agreement with Vested Solutions for a five-year term, with the option for a two (2) year extension, for a not-to-exceed Contract Sum of $480,000 over the course of the initial term (Exhibit No. 1).

II. RECOMMENDATION

TAKE the following actions:

1. AWARD and APPROVE a Contract Services Agreement with ETERNAL LOVE LIMITED LIABILITY COMPANY, a California limited liability company dba VESTED SOLUTIONS, for a five-year term, with the option for a two (2) year extension, for a not-to-exceed Contract Sum of $480,000 over the course of the initial term (Exhibit No. 1; "Agreement").
2. AUTHORIZE the Mayor to execute the Agreement, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City's fixed-route bus service, the Carson Circuit, provides transportation to the community via two (2) neighborhood-serving routes to schools, parks, retail businesses, and more. The service also offers convenient connections to Long Beach Transit, Metro, Gardena Transit, and Torrance Transit. All five operators utilize the City's bus stops, which are managed by Transportation Services.

To ensure a clean and safe environment for users of City bus stops, Transportation Services currently maintains an agreement with Goodwill, Serving the People of Southern Los Angeles County, to provide routine cleaning of over 210 City bus stops. As the contract is scheduled to expire on June 30, 2025, an RFP notice was published on October 24, 2024, to solicit bus stop cleaning services from qualified vendors. A total of four (4) firms submitted proposals. Based on the completeness of the vendor's response to the RFP and the proposed cost of providing the service, Vested Solutions was selected. Cost proposals are outlined below:

- **Vested Solutions: $480,000 over the initial five-year term**
- Shelter Clean Services, LLC: $8,041,915 over the initial five-year term

- Sherrod and Sons, LLC: $2,570,940 over the initial five-year term
- Socal Concrete Cleaners, LLC: $1,527,000 over the initial five-year term

Staff recommends that the City Council award and approve a five-year Contract Services Agreement with Vested Solutions, with the option for a two (2) year extension, for a not-to-exceed Contract Sum of $480,000 over the initial term.

V. FISCAL IMPACT

Should the City Council approve the recommendation, funds for the first year of the Agreement were budgeted in proposed FY 2025-26 budget in Proposition A account no. 218-90-940-181-6004. Funds for the remainder of the contract term will be included in subsequent annual budgets.

VI. EXHIBITS

1. Draft Agreement

Attachments

Exhibit No. 1 - Draft Agreement.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

ETERNAL LOVE LIMITED LIABILITY COMPANY DBA VESTED SOLUTIONS

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ETERNAL LOVE LIMITED LIABILITY COMPANY DBA VESTED SOLUTIONS

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective as of the 1st day of July, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and ETERNAL LOVE LIMITED LIABILITY COMPANY, a California limited liability company DBA VESTED SOLUTIONS ("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.

1.10 Compliance with Labor and Wage Laws.

The Services are subject to prevailing wages under the Labor Code and as such, 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 Eighty Thousand Dollars ($480,000)** (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 subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. 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:

Vernon Wyllie-James	Senior Project Manager & Owner
(Name)	(Title)

Mason Westerman	Field Supervisor
(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 Jason Jo, Transportation Program Manager, or such person as may be 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.

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 $2,000,000 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".

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, Consultant 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 attorney's fees, caused by or incurred as a result of Consultant's conduct.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

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

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the

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

7.3 Retention of Funds.

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

7.4 Waiver.

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

7.5 Rights and Remedies are Cumulative.

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

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other

remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

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

7.9 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

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

8.2 Conflict of Interest.

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

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

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

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

9.2 Interpretation.

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

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

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
[brj]

CONSULTANT:

Eternal Love Limited Liability Company, a California limited liability company DBA Vested Solutions

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: P.O. Box 642 Palm Desert, CA 92261

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF ORGANIZATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

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

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

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

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

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Perform Bus Stop Cleaning Services for all City bus stops as identified in Exhibit "A-1" attached hereto and associated areas, as more particularly detailed and except as otherwise provided below.

B. "Bus Stop Cleaning Services" of City bus stops shall mean and include all of the following, without limitation: (1) monthly power wash cleaning of all bus shelters*, including walls, advertising displays, roofs and interiors, and sidewalks appurtenant and adjacent to City bus stops; (2) bi-weekly (i.e., every other week) damp wiping of all bus benches, trash receptacles, and route schedule displays; (3) daily collection and disposal of all trash, litter, refuse and debris in and around waste receptacles appurtenant and adjacent to each City bus stop; and (4) immediate removal of all preexisting or new graffiti found on bus shelters, bus benches, waste receptacles, sign poles, route schedule displays, and sidewalks appurtenant and adjacent to transit stops and shelters.

*Notwithstanding the foregoing or any other provision of this Agreement, City and Consultant acknowledge that City has an existing "Transit Shelter Advertising Services Agreement" in place with Clear Channel Outdoor, LLC ("Clear Channel"), whereby Clear Channel is obligated to maintain, repair, clean, and service certain "Covered Shelters," and that the term "Covered Shelters" as defined in that agreement includes some of the bus stop shelters that are identified in Exhibit "A-1" attached hereto, and that Clear Channel's cleaning obligation with respect to the "Covered Shelters" is not limited to the advertising panels located on the "Covered Shelters." Accordingly, the Contract Officer, in his or her sole discretion, may direct Consultant to refrain from monthly power wash cleaning of, or to reduce the frequency of power wash cleaning to less than monthly for, some or all of the City bus shelters identified in Exhibit "A-1" that also constitute "Covered Shelters" as defined in that agreement, in order to prevent unnecessary, duplicative, or conflicting services to the City. In the event the Contract Officer so directs Consultant, City and Consultant agree there will be no associated adjustment in compensation, as Consultant has agreed to increase the frequency of damp wiping to the bi-weekly frequency as specified above (whereas Consultant's proposal specified a frequency of monthly) in consideration of this anticipated potential reduction of power washing services, although it is understood and agreed that the increased frequency of damp wiping will not depend on whether or to what extent the Contract Officer ultimately directs Consultant to reduce power washing services.

C. Consultant shall provide at its sole expense, all personnel, vehicles, tools, parts and supplies necessary to perform Bus Stop Cleaning Services. Consultant shall also provide uniforms for its employees servicing the bus stops and require such uniforms to be worn by its personnel while performing the services.

D. Additionally, to the extent not included in the Bus Stop Cleaning Services specified

in subsection (B) above, each City bus stop identified in Exhibit A-1, shall be visually inspected for cleanliness, and serviced accordingly (which may include sweeping, etc., but will not require pressure washing beyond the frequency specified in subsection (B) above) on a daily basis, six (6) days per week, Monday through Saturday, to a minimum area of twenty feet in length, and ten feet in depth from the curb to the back of the sidewalk (or larger if necessitated by the area of the transit stop), excluding any non-City facilities located within such area.

E. Trash bag liners must be properly secured within waste receptacles to adequately contain refuse. Damaged trash bag liners must be replaced immediately with a new liner to prevent spillage of waste. Notwithstanding the foregoing, in consideration of the environment, Consultant's technicians may reuse liners when there are no noticeable odors or excess liquid or solid waste on or in them unless the Contract Officer, in his or her sole discretion, determines that any abuses or shortfalls in the judgment of Consultant's technicians occur in this regard, in which case the Contract Officer may mandate strict daily replacement of liners at all locations.

F. Routine inspection and cleaning of all transparent screen displays belonging to bus shelters advertising windows and route schedule display cases utilizing industry-accepted cleaning products including but not limited to non-abrasive cleaning agents and microfiber towels.

G. Routine inspection and removal of all existing or newly discovered graffiti on any section of City's bus stops or associated facilities, including shelters, benches, sign poles, route schedule displays, and waste receptacles, utilizing industry-accepted cleaning products including but not limited to non-abrasive cleaning agents and microfiber towels.

H. Consultant shall immediately notify City's Contract Officer of any damage found to any part of a City bus stop identified in Exhibit "A-1".

I. If deemed necessary by Consultant to avoid hazards if/when it is necessary to service a bus stop location at a time when there is significant traffic congestion (although Consultant should attempt to avoid such situations as specified in Exhibit "D"), Consultant may, subject to Contract Officer approval, implement or utilize precautions such as vehicle light bars or traffic cones, and if directed by the Contract Officer, Consultant shall do so.

J. Consultant's washing of the City bus stops shall utilize only water and industry accepted cleaning products that may lawfully enter into the City storm drain system. Consultant shall notify the Contract Officer of all cleaning products to be used, and the Contract Officer may, in his or her sole discretion, disallow use of any particular cleaning product. Cleaning products used shall not leave a harsh smell nor damage any of the relevant surfaces to which they may be applied, including but not limited to advertising window displays.

K. With and to the extent of prior approval from the Contract Officer, Consultant may be allowed to forego pressure washing (but not other services) of City bus stops during times of heavy rain, but in that event Consultant shall be obligated to make

up such services at a later date/time as determined by the Contract Officer.

L. City's Contract Officer may, at any time during normal hours of service as specified in Exhibit "D," submit unexpected, unscheduled same-day service requests for cleaning, excess trash/litter/debris removal/pickup, or graffiti removal at any City bus stop location identified in Exhibit "A-1" to Consultant, using a designated email address that shall be provided by Consultant to the Contract Officer immediately upon effectiveness of this Agreement. Consultant shall be available to, and shall, promptly (i.e., the same day, or no later than the morning of the next working day where the request is made after 1:00 p.m. on the subject working day and the Consultant cannot feasibly address the issue on the same day) respond to and address such service requests (including but not limited to providing written follow up responses within the time specified in Section II.A of this Exhibit) at no additional charge to City, even if such services represent an additional instance of the requested service at the subject City bus stop location beyond what is required by other provisions of this Agreement.

M. Without limitation of any rights or remedies available to City under applicable law, Consultant is responsible to pay City for the cost of repairing any damage to City property caused by Consultant in connection with Consultant's performance of the services, and such cost may be deducted from Consultant's compensation pursuant to Section 7.3.

N. Consultant may dispose of trash bags collected from the City bus stops at the City's Corporate Yard unless otherwise directed by the Contract Officer. For the avoidance of doubt, City is not obligated to provide any City or other facility for disposal of any such trash bags; in the event the Contract Officer directs Consultant that trash bags may no longer be disposed of at the Corporate Yard and does not identify another City facility that Consultant may use for such purposes in lieu of the Corporate Yard, Consultant shall be responsible for identifying, securing and using another, non-City source/facility in compliance with applicable law, at no additional cost to City.

II. In addition to the requirements of Section 6.2, during performance of the Services, Consultant shall keep the City apprised of the status of performance by delivering the following status reports:

A. A written follow-up response within one (1) business day (with before and after photographs) to all ad hoc requests from City relating to, without limitation, removal of graffiti, excess waste, broken glass, or other matters of a similar nature.

B. Consultant shall complete **Incident Reports** arising out of any Consultant-involved incidents occurring in connection with Consultant's performance of the services, such as disputes or complaints from riders or general public. Incident reports must be transmitted to City's Contract Officer within 24 hours from time of occurrence.

C. Consultant shall complete **Accident Reports** arising out of any Consultant-

involved accidents occurring in connection with Consultant's performance of the services, such as collisions involving vehicles, bicycles or pedestrians or property damage. Vehicle or violence related accident reports shall also be accompanied with a police report from the responding law enforcement agency. Accident reports must be transmitted to City's Contract Officer within 24 hours from the time of occurrence regardless of the amount of damage or lack thereof.

D. Consultant shall maintain daily worklogs for the purpose of recording serviced stops. At a minimum, worklogs must indicate daily servicing of waste receptacles and monthly power wash cleanings. Worklogs shall accompany Consultant's monthly invoice statement to the City.

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

IV. Consultant will utilize the following personnel to accomplish the Services:

A. Vernon Wyllie-James, Project Manager

B. Mason Westerman, Field Supervisor

C. Chamel Payne, Site Team Lead

D. David Garcia, Custodian

EXHIBIT "A-1"
CARSON TRANSIT SYSTEM STOPS

Stop		Benches	Trash Receptacles	Shelters
1	Avalon_Gardena SW	Bench		
2	Avalon_Gardena SE	Bench		
3	Avalon_169th SE	Bench		
4	Avalon_169th SW	Bench		
5	Avalon_Walnut NE	Bench	Trash receptacle	Shelter
6	Avalon_Albertoni NW	Bench	Trash receptacle	
7	Avalon_Albertoni SE	Bench	Trash receptacle	Shelter
8	Avalon_Albertoni SW	Bench	Trash receptacle	Shelter
9	Avalon_Colony Cove NE	Bench		Shelter
10	Avalon_Harbor Village NW	Bench		
11	Avalon_Victoria SW	Bench	Trash receptacle	Shelter
12	Avalon Victoria NE	Bench	Trash receptacle	Shelter
13	Avalon_Victoria SE	Bench		
14	Victoria_Avalon SE	Bench	Trash receptacle	Shelter
15	Avalon_184th NE	Bench		Shelter
16	Avalon_184th SW	Bench		Shelter
17	Avalon_189th NE	Bench		Shelter
18	Avalon_189th SW	Bench		Shelter
19	Avalon_Elsemere NE	Bench	Trash receptacle	Shelter
20	Avalon_Elsemere NW	Bench	Trash receptacle	
21	Avalon_Del Amo NE	Bench	Trash receptacle	Shelter
22	Avalon_Del Amo SW	Bench	Trash receptacle	
23	Del Amo_Avalon SE	Bench		Shelter
24	Avalon Del Amo SE (Deluxe Ad)	Bench		Shelter
25	Avalon_SBP SE	Bench	Trash receptacle	Shelter
26	Avalon_SBP SW	Bench	Trash receptacle	Shelter
27	Avalon_213th NE	Bench	Trash receptacle	
28	Avalon_213th SW	Bench	Trash receptacle	
29	Avalon_Carson NE	Bench	Trash receptacle	Shelter
30	Avalon_Carson SW	Bench	Trash receptacle	Shelter
31	Avalon_220th SW	Bench	Trash receptacle	
32	Avalon_220th SE	Bench	Trash receptacle	
33	Avalon_223rd NE	Bench		
34	223rd_Avalon NW	Bench	Trash receptacle	Shelter

35	Avalon_223rd SE	Bench	Trash receptacle	
36	Avalon_223rd SW	Bench	Trash receptacle	Shelter
37	Avalon_228th NW	Bench		
38	Avalon_Bayport SE	Bench		Shelter
39	Avalon_Bayport SW	Bench		
40	Avalon_Scottsdale NW	Bench	Trash receptacle	
41	Avalon_Idabell NW	Bench		
42	Avalon_Idabell SE	Bench		
43	Avalon_Sepulveda NW	Bench		
44	Avalon_Sepulveda NE	Bench		
45	Sepulveda_Avalon NW	Bench		
46	Avalon_Sepulveda NW	Bench		
47	Sepulveda_Avalon SW	Bench		
48	Avalon_Realty NE	Bench		
49	Avalon_246th SW	Bench		
50	Avalon_248th NW	Bench		
51	Avalon_Lomita NW	Bench		
52	Figueroa_223rd SE	Bench		
53	Figueroa_228th NE	Bench		
54	Figueroa_Carriagedale NE	Bench		
55	Figueroa_Sepulveda NE	Bench		
56	Figueroa_Sepulveda NW	Bench		
57	Broadway_Gardena NE	Bench		
58	Broadway_Gardena SE	Bench		
59	Broadway_Albertoni NW	Bench		
60	Broadway_Albertoni SE	Bench		
61	Broadway_Victoria NE	Bench		
62	Broadway_Victoria SE	Bench		
63	Main_Alondra SE	Bench		
64	Main_Alondra SW	Bench		
65	Main_Gardena NW	Bench		
66	Main_Albertoni NW	Bench		
67	Main_Carson NE	Bench		
68	Main_218th SW	Bench	Trash receptacle	Shelter
69	Main_220th SW	Bench	Trash receptacle	
70	Main_223rd NE	Bench		
71	Main_223rd NW	Bench	Trash receptacle	
72	Main_223rd SW	Bench	Trash receptacle	
73	Main_225th SW	Bench		

74	Main_228th SW	Bench		
75	228th_Main NW	Bench		
76	Main_228th SE	Bench	Trash receptacle	
77	Main_233rd NE	Bench	Trash receptacle	
78	Main_234th NW	Bench		
79	Main_Sepulveda NW	Bench		
80	Sepulveda_Main SE	Bench	Trash receptacle	
81	Main_Sepulveda SE	Bench	Trash receptacle	
82	Main_Sepulveda SW	Bench		
83	Main_Lomita NE	Bench		
84	Lomita_Main NE	Bench		
85	Central_Albertoni SW	Bench		
86	Central_Radbard SW	Bench	Trash receptacle	
87	Victoria_Central SW	Bench		Shelter
88	Victoria_Central NE	Bench		Shelter
89	Central_University SE	Bench	Trash receptacle	
90	University_Central SE	Bench	Trash receptacle	Shelter
91	Central_University SW	Bench	Trash receptacle	
92	Central_Turmont NE	Bench	Trash receptacle	
93	Central_Turmont SW	Bench	Trash receptacle	
94	Turmont_Central NW	Bench		
95	Central_Helmick NE	Bench	Trash receptacle	
96	Central_Helmick SW	Bench	Trash receptacle	
97	Central_Del Amo NE	Bench	Trash receptacle	
98	Del Amo_Central NW	Bench		Shelter
99	Central_Del Amo SE	Bench	Trash receptacle	
100	Vera_Carson NW	Bench		
101	Wilmington_Charles Willard NW	Bench		
102	Wilmington_University SW	Bench		
103	Wilmington_Cashdan NW	Bench		
104	Cashdan_Craigjon N	Bench		
105	Gunlock_Kramer SW	Bench		
106	Wilmington_Diamondale SW	Bench		
107	Del Amo_Wilmington NW	Bench	Trash receptacle	Shelter
108	Wilmington_Carson NW	Bench		
109	Wilmington_Carson SW	Bench	Trash receptacle	
110	Santa Fe_El Presidio SW	Bench		
111	Santa Fe_Dominguez NE	Bench	Trash receptacle	
112	Santa Fe_Dominguez SW	Bench		

113	Santa Fe_Van Buren NE	Bench		
114	Santa Fe_Van Buren SW	Bench	Trash receptacle	
115	Santa Fe_Madison NW	Bench		
116	Santa Fe_Madison SE	Bench	Trash receptacle	
117	Santa Fe_Carson NW	Bench		
118	Santa Fe_Carson NE	Bench	Trash receptacle	
119	Alondra_Main SE	Bench		
120	Albertoni_Avalon NW	Bench	Trash receptacle	
121	Bitterlake_Hemingway Park	Bench		
122	Bitterlake_Bauchard SE	Bench		
123	Bitterlake_Keene SE	Bench		
124	Bitterlake_Harwick	Bench		
125	Radbard_Amantha	Bench		
126	Victoria_Wall SE	Bench		
127	Victoria_Rainsbury NW	Bench	Trash receptacle	Shelter
128	Victoria_Tamcliff NE	Bench		
129	Victoria_Tamcliff NW	Bench	Trash receptacle	Shelter
130	Victoria_Tamcliff SE	Bench		
131	Victoria_Main SE	Bench		Shelter
132	Victoria_Main NE	Bench		Shelter
133	Victoria_Central NW	Bench		Shelter
134	Victoria_Central SE	Bench		Shelter
135	Victoria_Avalon NW	Bench		Shelter
136	University_Central SE	Bench	Trash receptacle	
137	University_Nestor SE	Bench	Trash receptacle	
138	University_Grandee SE	Bench	Trash receptacle	
139	Turmont_Broadacres	Bench	Trash receptacle	
140	Turmont_Tajauta	Bench		
141	Turmont_Central NW	Bench		
142	Turmont_Annalee NE	Bench	Trash receptacle	
143	Turmont_Scobey NW	Bench	Trash receptacle	
144	Turmont_Campaign NW	Bench		
145	Del Amo_Leapwood NW	Bench		
146	Del Amo_Leapwood SE	Bench		
147	Del Amo_Tillman NW	Bench		
148	Del Amo_Tillman SE	Bench	Trash receptacle	
149	Turmont_Annalee NE	Bench		Shelter
150	Del Amo_Tajuata NW	Bench	Trash receptacle	Shelter
151	Del Amo_Tajuata SE	Bench	Trash receptacle	

152	Del Amo_Alvo NW	Bench	Trash receptacle	
153	Del Amo_Alvo SE	Bench	Trash receptacle	
154	Del Amo_Fordyce NW	Bench	Trash receptacle	
155	Del Amo_Rancho SW	Bench		
156	2705 E Del Amo	Bench		
157	2694 E Del Amo	Bench		
158	Del Amo_Santa Fe SW	Bench	Trash receptacle	
159	213th_Bolsa SE	Bench		
160	213th_Dolores SE	Bench		
161	213th_Grace SE	Bench		
162	Carson_Figueroa SE	Bench	Trash receptacle	
163	Carson_Figueroa NW	Bench	Trash receptacle	Shelter
164	Carson_Moneta SE	Bench	Trash receptacle	
165	Carson_Moneta NW	Bench		
166	Carson_Main NW	Bench	Trash receptacle	Shelter
167	Carson_Main SE	Bench	Trash receptacle	Shelter
168	Carson_Orrick NW	Bench	Trash receptacle	Shelter
169	Carson_Dolores NE	Bench		
170	Carson_Dolores SE	Bench	Trash receptacle	Shelter
171	Carson_Grace SE	Bench	Trash receptacle	
172	Carson_Grace NW	Bench	Trash receptacle	Shelter
173	Carson_Avalon SE	Bench	Trash receptacle	Shelter
174	Carson_Avalon SW	Bench		Shelter
175	Carson_Avalon NW	Bench	Trash receptacle	Shelter
176	Carson_Bonita NW	Bench		
177	Carson_Bonita SE	Bench		Shelter
178	Carson_Perry NW	Bench	Trash receptacle	
179	Carson_Acarus SE	Bench		
180	Carson_Vera NW	Bench		
181	Carson_Vera SE	Bench	Trash receptacle	Shelter
182	Carson_Martin NW	Bench	Trash receptacle	
183	Carson_Martin SE	Bench	Trash receptacle	
184	Carson_Arnold Ctr NW	Bench		
185	Carson_Arnold Ctr SE	Bench		
186	Carson_Harbor View NW	Bench		
187	Carson_Harbor View SE	Bench		
188	Carson_Evonda SE	Bench		
189	Carson_Evonda NE	Bench		
190	223rd_Moneta SW	Bench		

191	Moneta_224th NE	Bench		
192	Moneta_Shadwell NE	Bench		
193	223rd_Dolores NW	Bench	Trash receptacle	
194	223rd_Dolores SW	Bench		
195	223rd_Grace NW	Bench	Trash receptacle	
196	223rd_Grace SE	Bench		
197	223rd_Bonita NW	Bench	Trash receptacle	Shelter
198	223rd_Edgar NE	Bench	Trash receptacle	Shelter
199	223rd_Lucerne NW	Bench	Trash receptacle	
200	223rd_Marathon SW	Bench		
201	Sepulveda_Figueroa NW	Bench		
202	Sepulveda_Figueroa NE	Bench		
203	Sepulveda_Main NW	Bench	Trash receptacle	
204	Sepulveda_Dolores SE	Bench		
205	Sepulveda_Panama NW	Bench		
206	Sepulveda_Panama SE	Bench		
207	Lomita_Figueroa NW	Bench		
208	Meadbrook_Lysander NW	Bench	Trash receptacle	
209	Meadbrook_Rainsbury NE	Bench		

Benches	Trash Receptacles	Shelters
209	**85**	**50**

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(additions shown in ***bold italics***, deletions in ~~strikethrough~~):

I. Section 2.2 ("Method of Compensation") of the Agreement is hereby amended as follows:

"The method of compensation ***shall consist of*** ~~may include: (i)~~ a ***monthly*** lump sum payment ***in the amount set forth in Sections I-II of Exhibit "C"*** ~~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~~."

II. The first paragraph of Section 2.4 ("Invoices") of the Agreement is hereby amended as follows:

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

III. Section 3.4 ("Term") of the Agreement is hereby 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 one (1)~~ ***for five (5)*** years ***(i.e. 60 months)*** from the ***effective*** date hereof (***i.e. from July 1, 2025 through June 30, 2030). City shall have the option, in its sole discretion, upon written notice to Consultant and a duly approved written amendment to this Agreement, to extend foregoing term for a single two-year extension period, at the rates of compensation set forth in Exhibit "C"*** ~~except as otherwise provided in the Schedule of Performance (Exhibit 'D')~~."

IV. Section 4.5 ("Prohibition Against Subcontracting or Assignment") is hereby amended as follows:

"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."

V. Section 6.1 ("Records") of the Agreement is hereby amended as follows:

"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~~ ***by appointment*** 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."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the Services for a flat monthly fee of $8,000.00, including all costs and expenses.

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 describing the services performed.

B. A statement of the flat monthly fee charged pursuant to Section I of this Exhibit.

IV. The total compensation for the Services shall not exceed $480,000 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services in accordance with the following:

A. Services shall be performed six days per week, Monday through Saturday, excluding the federal holidays of Thanksgiving Day, Christmas Day, and New Year's Day, between the hours of 8:00 a.m. to 4:00 p.m. unless otherwise directed/approved by the Contract Officer, as and to the extent necessary to complete all Services.

B. Consultant shall provide the Contract Officer with a precise schedule for performance of the Services, detailing the days, times and nature of services performed at each City bus stop location, which shall be specified in the schedule. The schedule shall be prepared with an aim to minimizing potential traffic impacts, congestion or associated hazards in the performance of the services, such as seeking to avoid servicing City bus stops that are located in congested areas during predictable hours of peak congestion. The City bus stops that are located adjacent to the California State University, Dominguez Hills campus (including the Dignity Health Sports Park/Complex), City Hall, and the City's Community Center, without limitation, are high-traffic zones which should be prioritized in terms of scheduling to avoid undue congestion or related traffic hazards. The schedule shall be subject to approval of the Contract Officer for compliance with this Agreement and shall be subject to modification as deemed necessary by the Contract Officer for compliance with this Agreement and to reflect any adjustment made pursuant to Section I.B of Exhibit "A." Consultant may adjust the schedule at any time during the term of this Agreement, subject to prior approval of the Contract Officer. Adjustments may include but are not limited to modifying hours of service and the number of City bus stops. Consultant shall be required to implement any such changes directed by the Contract Officer within ten (10) business days from issuance, or sooner where safety issues are involved as determined by the Contract Officer.

C. Consultant shall be available to accommodate City's service requests via telephone and/or email between the hours of 8:00 a.m. – 4:00 p.m. local time, Monday through Saturday.

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

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 28.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTION OF RESOLUTION 25-035, APPROVING MEASURE R FUNDING AGREEMENT AMENDMENT NO. 1 BETWEEN LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) AND THE CITY OF CARSON FOR PROJECT NO. 1657: TRAFFIC SIGNAL INSTALLATION AT SIX INTERSECTIONS, LACMTA PROJECT # MR31241, FTIP # LA9919136

I. SUMMARY

The City of Carson (City) is undertaking Project No. 1657: Traffic Signal Installation at Six Intersections at the following locations: Figueroa Street at Victoria Street; Figueroa Street at 223rd Street; Figueroa Street at 234th Street; Main Street at Albertoni Street; Main Street at 220th Street; and Main Street at Victoria Street (Exhibit No. 1).

Grant funds were awarded to the City to cover, in part, the construction of this project from Los Angeles County Metropolitan Transportation Authority (LACMTA) Measure "R" funds in the amount of $3,730,000.00 in accordance with the terms of a Funding Agreement (Exhibit No. 2).

The Funding Agreement was approved by City Council on May 16, 2023 and it expires on June 30, 2025. Amendment No. 1 to the Funding Agreement (Exhibit No. 3) extends the lapsing date to June 30, 2026.

II. RECOMMENDATION

TAKE the following actions:

1. ADOPT Resolution 25-035 approving Funding Agreement Amendment No. 1 with Los Angeles County Metropolitan Transportation Authority extending the project completion date to June 30, 2026 (Exhibit No. 4).
2. AUTHORIZE the Mayor to execute Funding Agreement Amendment No. 1 (Exhibit No. 3) following approval as to form by the City Attorney, for the installation of traffic signals at six intersections: Figueroa Street at Victoria Street; Figueroa Street at 223rd Street; Figueroa Street at 234th Street; Main Street at Albertoni Street; Main Street at 220th Street; and Main Street at Victoria Street.

III. ALTERNATIVES

DO NOT ADOPT Resolution 25-035 APPROVING Funding Agreement Amendment No. 1; however, the City must execute this funding agreement amendment in order to extend the project completion date. Invoices for reimbursement after the current lapsing date cannot be submitted to LACMTA unless this funding agreement amendment is fully executed.

IV. BACKGROUND

The City's Capital Improvement Program (CIP) calls for the construction of Project No. 1657 - Traffic Signal Installation at Six Intersections. The Project includes the construction of roadway and traffic signal modifications at six existing traffic signal-controlled intersections in the City of Carson. The six intersection improvements along Main Street and Figueroa Street are near and run parallel to the I-110 Freeway. Traffic from freeways at local interchanges adversely impacts the operations of these intersections. These impacts occur especially during peak hours, when traffic exiting nearby I-110 off ramps combined with the regional north-south traffic overwhelms the existing operational capacity of the intersections. The six traffic signals will be upgraded and improved to provide increased intersection capacity, upgraded safety lighting, new video detection systems, and pedestrian head upgrades. The traffic signal controllers will be programmed to ensure efficient and safer vehicle, pedestrian, and bicycle travel, improve the level of service and reduce delays at the project intersections.

This Project was approved for funding through two separate Measure R grants (MR312.41 and MR312.46) and the City requested Metro to program funding to cover the PS&E, Construction, and Construction Support phases. In addition, Metro offered the City of Carson the services to prepare and complete the plans, specifications and estimate for the project. Metro completed the PS&E and will also lead the Construction Support Services phase of the project. The City of Carson will be responsible for advertising the bid for construction, awarding the bid to the lowest responsible/responsive bidder, and managing the construction of the project.

The existing agreement with Metro is set to expire on June 30, 2025. This amendment which has been approved as to form by the County Counsel, will extend the term of the agreement until June 30, 2026. Staff is requesting the City Council approve Amendment No. 1 to the Funding Agreement, which will extend the lapsing date of FY2016-17, FY2017-18, and FY2021-22 funds to June 30, 2026 and provide enough time ensuring deliverables are met, and for the construction phase of the project to get completed.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Location Map
2. Funding Agreement
3. Funding Agreement Amendment No. 1
4. Resolution 25-035

Prepared by: Gilbert Marquez, P.E., City Engineer, John C. Merrill, P.E., T.E., Traffic Engineer, and Ian Holst, P.E., Associate Civil Engineer

Attachments

Location Map
MR312.41 Funding Agreement
MR312 Funding Agreement Amendment No. 1
Resolution 25-035

Project No. 1657 Location Map

MEASURE R FUNDING AGREEMENT
HIGHWAY PROGRAM (General)

This Funding Agreement ("FA") is made and entered into effective as of March 1, 2023 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Carson ("GRANTEE") for Main Street and Figueroa Street Traffic Signal Upgrades, LACMTA Project ID# MR312.41 and FTIP# LA9919136, (the "Project"). This Project is eligible for funding under Line 33 of the Measure R Expenditure Plan.

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009.

WHEREAS, the Project title was administratively changed from "Traffic Signal Upgrades at 10 Intersections" to "Main Street and Figueroa Street Traffic Signal Upgrades."

WHEREAS, the Project locations were administratively changed to include the following intersections only: (1) Figueroa Street/234th Street; (2) Figueroa Street/223rd Street; (3) Figueroa Street/Victoria Street; (4) Main Street/Albertoni Street; (5) Main Street/Victoria Street; (6) and Main Street/220th Street.

WHEREAS, the LACMTA Board, at its June 23, 2016 meeting, programmed $1,400,000 in Measure R Funds to GRANTEE for Plans, Specifications and Estimates (PS&E) and Construction; and

WHEREAS, the LACMTA Board, at its January 23, 2020 meeting, approved that LACMTA would manage and complete the design for the Project; and

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, programmed an additional $2,820,000 in Measure R Funds to GRANTEE for Construction, subject to the terms and conditions contained in this FA; and

WHEREAS, the LACMTA Board on June 25, 2020, delegated administrative authority to staff to allow changes in project sponsor to deliver board approved projects; and

WHEREAS, LACMTA completed the design for the Project and expended $300,000 of the total funds programmed. LACMTA will expend an additional $190,000 in programmed funds for design work during the Construction phase; and

WHEREAS, the Funds remaining for the Project are as follows: $3,730,000 for Construction of the Project, lead by GRANTEE.

WHEREAS, the Funds are currently programmed as follows: $10,000 in Measure R Funds in Fiscal Years (FY) 2016-17; $900,000 in Measure R Funds in FY2017-18; $1,400,000 in

Measure R Funds in FY 2021-22; and $1,420,000 in Measure R Funds in FY 2022-23. The total designated for Construction of the Project is $3,730,000.

WHEREAS, the funding set forth herein is intended to fund **only Construction** of the Project; and

WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapsing dates to meet PAED, PS&E, ROW, and Construction time frames; and

WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of Funds programmed for FY 2016-17 to lapse June 30, 2024 and Funds programmed for FY 2017-18 to lapse June 30, 2025.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this FA consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I – Specific Terms of the FA
2. Part II – General Terms of the FA
3. Attachment A – Project Funding
4. Attachment B – Measure R Expenditure Plan Guidelines
5. Attachment B-1 – Expenditure Plan - Cost & Cash Flow Budget
6. Attachment C – Scope of Work
7. Attachment D – Project Reporting and Expenditure Guidelines
8. Attachment D-1 – intentionally omitted
9. Attachment D-2 – Quarterly Progress/Expenditure Report
10. Attachment E – Federal Transportation Improvement Program (FTIP) Sheet
11. Attachment F – Bond Requirements
12. Attachment G-1 – Special Grant Conditions - Signal Synchronization, Intelligent Transportation Systems (ITS), and Transportation Technology Improvements
13. Attachment G-2 – Los Angeles County Regional ITS Architecture (CONNECT IT) Consistency Self-Certification Policy Form
14. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the FA and any attachments and the Specific Terms of the FA shall prevail over the General Terms of the FA.

IN WITNESS WHEREOF, the parties have caused this FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: for Tanya Pan
Stephanie N. Wiggins
Chief Executive Officer

Date: 5/31/2023

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

Date: 4/27/2023

GRANTEE:

CITY OF CARSON

By: Lula Davis Holmes
~~David C. Roberts, Jr.~~ Lula Davis-Holmes
~~City Manager~~ Mayor

Date: 5/28/23

APPROVED AS TO FORM:

By: _____
Sunny Soltani
City Attorney

Date: May 22, 2023

PART I
SPECIFIC TERMS OF THE FA

1. Title of the Project (the "Project"): Traffic Signal Upgrades – Construction. LACMTA Project ID# MR312.41, FTIP# LA9919136.

2. Grant Funds:

2.1 Programmed Funds for this Project consist of the following: Measure R Funds.

2.2 To the extent the Measure R Funds are available; LACMTA shall make to GRANTEE a grant of the Measure R funds in the amount of $3,730,000 (the "Funds") for the Project. LACMTA Board of Directors' action of July 22, 2021 granted the Measure R Funds for the Project. The Funds are programmed over four years for Fiscal Years (FY) FY 2016-17, FY 2017-18, FY 2021-22 and FY 2022-23.

3. This grant shall be paid on a reimbursement basis. GRANTEE must provide the appropriate supporting documentation with the Quarterly Progress/Expenditure Report. GRANTEE Funding Commitment, if applicable, must be spent in the appropriate proportion to the Funds with each quarter's expenditures. LACMTA will withhold five percent (5%) of eligible expenditures per invoice as retention pending an audit of expenditures and completion of scope of work.

4. **Attachment A** the "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA. The Project Funding includes the total programmed funds for the Project, including the Funds programmed by LACMTA and, if any, the GRANTEE Funding Commitment of other sources of funding. The Project Funding also includes the fiscal years in which all the funds for the Project are programmed. The Funds are subject to adjustment by subsequent LACMTA Board Action.

5. **Attachment B-1** is the Expenditure Plan- Cost & Cash Flow Budget (the "Expenditure Plan"). It is the entire proposed cash flow, the Budget and financial plan for the Project, which includes the total sources of all funds programmed to the Project, including GRANTEE and other entity funding commitments, if any, for this Project as well as the fiscal year and quarters the Project funds are anticipated to be expended. GRANTEE shall update the Expenditure Plan annually, no later than December 31, and such update shall be submitted to LACMTA's Senior Executive Officer of Construction & Engineering in writing. If the LACMTA's Senior Executive Officer of Construction & Engineering concurs with such updated Expenditure Plan in writing, Attachment B-1 shall be replaced with the new Attachment B-1 setting forth the latest approved Expenditure Plan. Payments under this FA shall be consistent with Attachment B-1 as revised from time to time. Any change to the final milestone date must be made by a fully executed amendment to this FA.

6. **Attachment C** is the "Scope of Work". The GRANTEE shall complete the Project as described in the Scope of Work. This Scope of Work shall include a detailed description of the Project and the work to be completed, including anticipated Project milestones and a schedule consistent with the lapsing policy in Part II, Section 9, and a description of the Project limits, if

applicable. No later than December 31 of each year, GRANTEE shall notify LACMTA if there are any changes to the final milestone date set forth in the schedule or any changes to the Scope of Work. If LACMTA agrees to such changes, the parties shall memorialize such changes in an amendment to this FA. Work shall be delivered in accordance with the schedule and scope identified in this FA unless otherwise agreed to by the parties in writing in an amendment to this FA. If GRANTEE fails to meet milestones or fails to deliver the Project, LACMTA will have the option to suspend or terminate the FA for default as described in Part II, Sections 2, 9, 10 and 11 herein below. To the extent interim milestone dates are not met but GRANTEE believes and can show documentation acceptable to LACMTA supporting GRANTEE'S ability to make up the time so as to not impact the final milestone date, GRANTEE shall notify LACMTA of such changes in its Quarterly Progress/Expenditure Reports and such interim milestone dates will automatically be amended to the latest interim milestone dates provided in the Quarterly Progress/Expenditure Reports Attachment D-2. In no event can the final milestone date be amended by a Quarterly Progress/Expenditure Report.

7. No changes to this FA, including but not limited to the Funds, and any other source of funds from LACMTA in the Project Funding, Expenditure Plan or the Scope of Work shall be allowed without an amendment to the original FA, approved and signed by both parties.

8. **Attachment D** is the "Project Reporting & Expenditure Guidelines". GRANTEE shall complete the "Quarterly Progress/Expenditure Report". The Quarterly Progress/ Expenditure Report are attached to this FA as Attachment D-2 in accordance with Attachment D – Project Reporting and Expenditure Guidelines.

9. **Attachment E**, the "FTIP PROJECT SHEET (PDF)", is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at http://program.metro.net. All projects that receive funding through Measure R must be programmed into the FTIP, which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project information as necessary during a scheduled FTIP amendment or adoption. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE's ability to access funding, delay the Project and may ultimately result in the Funds being lapsed.

10. LACMTA anticipates it may need to avail itself of lower cost bonds or other debt, the interest on which is tax exempt for federal tax purposes and/or Build America Bonds as defined in the American Reinvestment and Recovery Act of 2009 or similar types of bonds (collectively, the 'Bonds") to provide at least a portion of its funding commitments under this Agreement to GRANTEE. GRANTEE shall ensure that the expenditure of the Funds disbursed to GRANTEE does not jeopardize the tax-exemption of the interest, the Federal subsidy payment or the tax credit, as applicable, as specified in the Bond Requirements attached as **Attachment F** to this Agreement. GRANTEE agrees to provide LACMTA with progress reports, expenditure documentation, and any other documentation as reasonably

requested by LACMTA and necessary for LACMTA to fulfill its responsibilities as the grantee or administrator or bond issuer of the Funds. With regard to LACMTA debt financing to provide any portion of the Funds, GRANTEE shall take all reasonable actions as may be requested of it by LACMTA's Project Manager for the Project, to assist LACMTA in demonstrating and maintaining over time, compliance with the relevant sections of the Federal Tax Code to maintain such bonds tax status.

11. GRANTEE shall comply with the "Special Grant Conditions" attached as **Attachment G**, if any.

12. No changes to the (i) Grant amount, (ii) Project Funding, (iii) the Scope of Work (except as provided herein), (iv) Final milestone date or (v) Special Grant Conditions, shall be allowed without a written amendment to this FA, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE. Modifications that do not materially affect the terms of this FA, such as redistributing Funds among existing budget line items or non-material schedule changes must be formally requested by GRANTEE and approved by LACMTA in writing. Non-material changes are those changes which do not affect the grant amount or its schedule, Project Funding, or the Scope of Work, including the Work schedule.

13. LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Shrota Sharma
LACMTA Project Manager
Mail Stop 99-18-2
Phone (213) 418-3058
E-mail sharmas@metro.net

14. GRANTEE's Address:

City of Carson
701 E. Carson St
Carson, CA 90745
Gilbert Marquez
Phone: (310) 952-1700
GMarquez@carsonca.gov

PART II
GENERAL TERMS OF THE FA

1. TERM

The term of this FA shall commence on the Effective Date of this FA, and shall terminate upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting and Expenditure Guidelines (Attachment D), incurred after the FA Effective Date shall be reimbursed in accordance with the terms and conditions of this FA unless otherwise agreed to by the parties in writing.

2. SUSPENSION OR TERMINATION

Should LACMTA determine there are insufficient Measure R Funds available for the Project, LACMTA may suspend or terminate this FA by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such suspension or termination. If a Project is suspended or terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after that suspension or termination date, except those costs necessary to: (i) to return any facilities modified by the Project construction to a safe and operable state; and (ii) suspend or terminate the construction contractor's control over the Project. LACMTA's share of these costs will be consistent with the established funding percentages outlined in this FA.

3. INVOICE BY GRANTEE

Unless otherwise stated in this FA, the Quarterly Progress/ Expenditure Report, with supporting documentation of expenses, Project progress and other documents as required, which has been pre-approved by LACMTA, all as described in Part II, Section 6.1 of this FA, shall satisfy LACMTA invoicing requirements. Grantee shall only submit for payment the LACMTA pre-approved Quarterly Progress/ Expenditure Report Packets to the LACMTA Project Manager at the email address shown in Part I and to LACMTA Accounts Payable Department as shown below.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# MR312.41 and FA# FA9200000000MR31241
LACMTA Project Manager: Shrota Sharma; Mail Stop 99-18-2

4. USE OF FUNDS

4.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the specifications for use for the transportation purposes described in the Ordinance.

4.2 Attachment C shall constitute the agreed upon Scope of Work between LACMTA and GRANTEE for the Project. The Funds, as granted under this FA, can only be used towards the completion of the Scope of Work detailed in Attachment C.

4.3 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this FA. Further, GRANTEE shall not use the Funds for any expenses or activities above and beyond the approved Scope of Work (Attachment C) without an amendment to the FA approved and signed by the LACMTA Chief Executive Officer or his Designee. To the extent LACMTA provides GRANTEE with bond or commercial paper proceeds, such Funds may not be used to reimburse for any costs that jeopardize the tax exempt nature of such financings as reasonably determined by LACMTA and its bond counsel.

4.4 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law as appropriate. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.5 GRANTEE'S employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

4.6 If a facility, equipment (such as computer hardware or software), vehicle or property, purchased or leased using the Funds, ceases to be used for the proper use as originally stated in the Scope of Work, or the Project is discontinued, any Funds expended for that purpose must be returned to LACMTA as follows: GRANTEE shall be required to repay the Funds in proportion to the useful life remaining and in an equal proportion of the grant to GRANTEE Funding Commitment ratio.

4.7 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. Attachment G-2, the Los Angeles County Regional ITS

Architecture (CONNECT-IT) Consistency Self-Certification Form, must be completed and signed for planned ITS projects and/or ITS projects that use local, state, or federal funds programmed or administered through LACMTA. Refer to www.laconnect-it.com to find information about the CONNECT-IT Service Packages.

4.8 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see www.metro.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://media.metro.net/projects_studies/call_projects/images/09%20Appendix%20D%20Parking%20Policy.pdf

5. REIMBURSEMENT OF FUNDS

Funds will be released on a reimbursement basis in accordance with invoices submitted in support of the Quarterly Progress/Expenditure Reports. LACMTA will make all disbursements electronically unless an exception is requested in writing. Reimbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at www.metro.net/projects/call_projects/call_projects-reference-documents/. GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Reports. GRANTEE Funding Commitment, if any, must be spent in direct proportion to the Funds with each quarter's payment.

6. REPORTING AND AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS

6.1 GRANTEE shall submit the draft of Quarterly Progress/Expenditure Report (Attachment D-2) within sixty (60) days after the close of each quarter on the last day of the months November, February, May and August to the LACMTA Project Manager for review and pre-approval of the applicable report. LACMTA Project Manager shall review and respond in writing to the draft Quarterly Progress/Expenditure Reports within thirty (30) calendar days from receipt. Grantee shall submit the LACMTA pre-approved Quarterly Progress/Expenditure Report no later than five (5) days after receipt of LACMTA's written approval. Should GRANTEE fail to submit either the draft or pre-approved reports within five (5) days of the due date and/or submit incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, and approved. The Quarterly Progress/Expenditure Reports shall include all appropriate documentation (such as contractor invoices, timesheets, receipts, etc.), and any changes to interim milestone dates that do not impact the final milestone date. All supporting documents must include a clear justification and explanation of their relevance to the Project. If no activity has occurred during a particular quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Reports indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation. Expenses that are not invoiced to LACMTA Accounts Payable

within ninety (90) days after the lapsing date specified in Part II, Section 9.1 below are not eligible for reimbursement.

6.2 GRANTEE shall submit the Project expenditure estimates for the subsequent fiscal year by February of each year. LACMTA will use the estimates to determine the Project budget for the upcoming fiscal year.

6.3 LACMTA, and/or its designee, shall have the right to conduct audits of the Project as deemed appropriate, such as financial and compliance audits, interim audits, pre-award audits, performance audits and final audits. LACMTA will commence a final audit within six months of receipt of acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period covered by the FA period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with the Scope of Work and/or not in compliance with other terms and conditions of this FA. The allowability of costs for GRANTEE's own expenditures submitted to LACMTA for this Project shall be in compliance with Office of Management and Budget (OMB) Circular A-87. The allowability of costs for GRANTEE's contractors, consultants and suppliers expenditures submitted to LACMTA through GRANTEE's Quarterly Progress/Expenditures shall be in compliance with OMB Circular A-87 or Federal Acquisition Regulation (FAR) Subpart 31 and 2 CFR Subtitle A, Chapter II, Part 225 (whichever is applicable). Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE agrees to return the monies within thirty (30) days after the final audit is sent to GRANTEE.

6.4 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records"). Such records shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

6.5 GRANTEE shall cause all contractors to comply with the requirements of Part II, Section 5, paragraphs 6.2 and 6.3 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

6.6 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall be afforded access to all GRANTEE'S records and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

6.7 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction, at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this FA.

6.8 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

6.9 GRANTEE shall be responsible for ensuring all contractors/ subcontractors for the Project comply with the terms of the Ordinance. GRANTEE shall cooperate with LACMTA Management Audit Services Department such that LACMTA can meet its obligations under the Ordinance.

6.10 GRANTEE shall certify each invoice by reviewing all subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.11 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with OMB A-87 or FAR subpart 31 and 2 CFR Subtitle A, Chapter II, part 225, (whichever is applicable) and the terms and conditions of this FA.

6.12 In addition to LACMTA's other remedies as provided in this FA, LACMTA may withhold the Funds if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA in accordance with LACMTA audit findings) and /or is severely out of compliance with other terms and conditions as defined by this FA, including the access to records provisions of Part II, Section 6.

7. GRANT

This is a one-time only grant of the Measure R Funds subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

8. SOURCES AND DISPOSITION OF FUNDS

8.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available as anticipated from Measure R Program revenues, LACMTA will have the right to adjust the cash flow accordingly until such funds become available. LACMTA shall have no obligation to provide any other funds for the Project, unless otherwise agreed to in writing by LACMTA.

8.2 GRANTEE shall fully fund and contribute the Grantee Funding Commitment, if any is identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE may request additional Measure R funds from its sub-region earmark pending support of the sub-region's Governing Board. A particular sub-region's Measure R funds are limited to the amount specified in the Ordinance and is still subject to approval of the LACMTA Board. Nothing in this FA shall obligate, or be construed to obligate, the LACMTA Board to approve such request for additional funds. If the Funds are still insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

8.3 GRANTEE shall be responsible for any and all cost overruns for the Project pursuant to Section 8.2.

8.4 GRANTEE shall be eligible for the Funds up to the grant amount specified in Part I, Section 2 of this FA subject to the terms and conditions contained herein. Any Funds expended by GRANTEE prior to the Effective Date of this FA shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk, or as delineated in a Letter of No Prejudice executed by the prospective GRANTEE and LACMTA.

8.5 If GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding and the Expenditure Plan at the time this grant was awarded, this FA shall be amended to reflect such additional funding. If, at the time of final invoice or voucher, funding for the Project (including the Funds, GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this FA as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

9. TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS

9.1 GRANTEE must demonstrate timely use of the Funds by:

(i) Executing this FA within **ninety (90) days** of receiving formal transmittal of the FA from LACMTA, or by December 31 of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) Executing Contracts for Construction or Capital purchase within **twelve (12) months** from the date of completion of design; and

(iii) Delivering Work in accordance with schedule; changes to the schedule will require an Amendment to Attachment C to reflect updated milestone dates. Meeting the Project milestone due dates as agreed upon by the LACMTA and GRANTEE in Attachment C (Scope of Work) of this FA; and

(iv) Submitting the Quarterly Progress/Expenditure Reports as described in Part II, Section 6.1 of this FA; and

(v) Expending the Funds granted under this FA for allowable costs within **three years or 36 months** from July 1 of the Fiscal Year in which the Funds are programmed, unless otherwise stated in this FA. All Funds programmed for FY 2016-17 are subject to lapse by June 30, 2024. All Funds programmed for FY 2017-18 are subject to lapse by June 30, 2025. All Funds programmed for FY 2021-22 are subject to lapse by June 30, 2025. All Funds programmed for FY 2022-23 are subject to lapse by June 30, 2026.

9.2 In the event that the timely use of the Funds is not demonstrated as described in Part II, Section 9.1 of this FA, the Project will be reevaluated by LACMTA and the Funds may be reprogrammed to another project by the LACMTA Board of Directors in accordance with the Ordinance. In the event that all the Funds are reprogrammed, this FA shall automatically terminate.

10. DEFAULT

A Default under this FA is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; and/or (ii) GRANTEE fails to perform satisfactorily or make material changes, as determined by LACMTA at its sole discretion, to the Expenditure Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

11. REMEDIES

11.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this FA; (ii) LACMTA may make no further

disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

11.2 Effective upon receipt of written notice of termination from LACMTA, GRANTEE shall not undertake any new work or obligation with respect to this FA unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

11.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

12. COMMUNICATIONS

12.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Recipient Communications Guidelines" available online at http://metro.net/partners-civic. The Funding Recipient Communications Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Recipient Communications Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

12.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Recipient Communications Guidelines.

12.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. The preferred logo lock-up for Funding Recipients to use is included in the Funding Recipient Communications Guidelines.

12.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

12.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE's compliance with the terms and conditions of this Section. GRANTEE's failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

13. OTHER TERMS AND CONDITIONS

13.1 This FA, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The FA shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original FA or the same level of authority. Adoption of revisions or supplements to the Guidelines shall cause such revisions or supplements to become incorporated automatically into this Agreement as though fully set forth herein.

13.2 GRANTEE is obligated to continue using the Project dedicated to the public transportation purposes for which the Project was initially approved. The Project right-of-way, the Project facilities constructed or reconstructed on the Project site, and/or Project property purchased, excluding construction easements and excess property (whose proportionate proceeds shall be distributed in an equal proportion of the grant to GRANTEE Funding Commitment ratio), shall remain dedicated to public transportation use in the same proportion and scope and to the same extent as described in this FA. Equipment acquired as part of the Project, including office equipment, vehicles, shall be dedicated to that use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

13.3 In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the parties to enforce or interpret this FA, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

13.4 Neither LACMTA nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by and or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this FA. GRANTEE shall fully indemnify, defend and hold LACMTA and its subsidiaries, and its officers, agents and employees harmless from and against any liability and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of the Project, including without limitation: (i) use of the Funds by GRANTEE, or its officers, agents, employees, contractors or subcontractors; (ii) breach of GRANTEE's obligations under this FA; or (iii) any act or omission of GRANTEE, or its officers, agents, employees, contractors or subcontractors in the performance of the work or the provision of the services, in connection with the Project including, without limitation, the Scope of Work, described in this FA.

13.5 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this FA.

13.6 GRANTEE shall comply with and ensure that work performed under this FA is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

13.7 GRANTEE agrees that the applicable requirements of this FA shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this FA and LACMTA shall have the right to review and audit such contracts.

13.8 GRANTEE shall not assign this FA, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee. Any assignment by GRANTEE without said prior consent by LACMTA shall be void and unenforceable.

13.9 This FA shall be governed by California law. If any provision of this FA is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

13.10 The covenants and agreements of this FA shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

13.11 GRANTEE will advise LACMTA prior to any key Project staffing changes. Notice will be given to the parties at the address specified in Part I, unless otherwise notified in writing of change of address.

13.12 GRANTEE, in the performance of the work described in this FA, is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

FTIP #: LA9919136

ATTACHMENT A - PROJECT FUNDING

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31241

Project Title: Main Street and Figueroa Street Traffic Signal Upgrades Project#: MR312.41

PROGRAMMED BUDGET - SOURCES OF FUNDS

SOURCES OF FUNDS	Prior Years	FY2015-16	FY2016-17	FY2017-18	FY2021-22	FY2022-23	Total Budget	% of Budget
LACMTA PROGRAMMED FUNDING								
MEASURE R FUNDS			$ 10,000	$ 900,000	$ 1,400,000	$ 1,420,000	$ 3,730,000	
LACMTA PROGRAMMED FUNDS BY YEAR SUBTOTAL	$ -	$ -	$ 10,000	$ 900,000	$ 1,400,000	$ 1,420,000	$ 3,730,000	**100%**
OTHER SOURCES OF FUNDING:								
LOCAL:							$ -	0%
STATE:							$ -	0%
FEDERAL:							$ -	0%
PRIVATE OR OTHER:							$ -	0%
OTHER FUNDING SUBTOTAL	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**0%**
TOTAL PROJECT FUNDS	$ -	$ -	$ 10,000	$ 900,000	$ 1,400,000	$ 1,420,000	$ 3,730,000	**100%**

ATTACHMENT B
MEASURE R EXPENDITURE PLAN GUIDELINES
PROJECT DEVELOPMENT AND RIGHT OF WAY

State Law Requires All Measure R Project and Program Sponsors to Submit an Expenditure Plan

To be eligible to receive Measure R revenues, an agency sponsoring a capital project or program must by state law (AB 2321) submit an expenditure plan that is acceptable to the Los Angeles County Metropolitan Transportation Authority (LACMTA). Pursuant to this law, LACMTA cannot release Measure R funds to capital project or program sponsors until an expenditure plan containing the following elements is submitted, reviewed and deemed satisfactory by LACMTA. LACMTA staff will request that an expenditure plan be submitted before making a recommendation to the LACMTA Board to program funds to that project:

- The estimated total cost for each project and program and/or each project or program activity;
- Funds other than Measure R that the project or program sponsor anticipates will be expended on the projects and programs and/or each project or program activity;
- The schedule during which the project sponsor anticipates funds will be available for each project and program and/or each project or program activity; and,
- The expected completion dates for each project and program and/or project or program activity.

Each of the above elements must be provided in enough detail to determine consistency with Measure R, the Long Range Transportation Plan for Los Angeles County, and the Los Angeles County Transportation Improvement Program (also a statutorily mandated function), as follows:

- Project or program scope of work, including sufficient information to determine funding eligibility, including, but not limited to, the anticipated proportional use of current rail rights-of-way, state highways, and below-ground subways versus any other rights-of-way or above-ground work;
- A current-year cost estimate breakdown of the major sub-elements of the project such as overhead, environmental and permit work, design and engineering, right-of-way, construction/installation (including maintenance facilities, rail yard, equipment and other major components), construction/installation support, interest costs, rolling stock, and other supporting components;
- Any extraordinary project cost escalation issues, such as extraordinary commodity, right-of-way, surety, energy costs, etc.;
- A specific and accurate description of the source, commitment, and anticipated annual availability of any federal, state, local, or private funding identified for the project if applicable including a 3% local funding contribution to rail projects if indicated in Measure R and necessary to meet project expenses, and if the source funds are in current or year-of-expenditure dollars;

- An annual schedule, in current dollars, of anticipated costs by the cost estimate categories described above; and;
- The expected completion by month and year of project or program completion.

Below is an excerpt of AB 2321 (2008, Feuer), the state legislation that requires the expenditure plan.

<u>What AB 2321 (2008, Feuer) Says About the Expenditure Plan:</u>

Section b (3) B

(f) Prior to submitting the ordinance to the voters, the MTA shall adopt an expenditure plan for the net revenues derived from the tax. The expenditure plan shall include, in addition to other projects and programs identified by the MTA, the specified projects and programs listed in paragraph (3) of subdivision (b), the estimated total cost for each project and program, funds other than the tax revenues that the MTA anticipates will be expended on the projects and programs, and the schedule during which the MTA anticipates funds will be available for each project and program. The MTA shall also identify in its expenditure plan the expected completion dates for each project described in subparagraph (A) of paragraph (3) of subdivision (b). To be eligible to receive revenues derived from the tax, an agency sponsoring a capital project or capital program shall submit to te MTA an expenditure plan for its project or program containing the same elements as the expenditure plan that MTA is required by this subdivision to prepare.

(k) No later than 365 days prior to the adoption of an amendment described in paragraph (1) to an expenditure plan adopted pursuant to subdivision (f), including, but not limited to, the expenditure plan adopted by the MTA board as "Attachment A" in Ordinance #08-01 adopted by the board on July 24, 2008, and in addition to any other notice requirements in the proposing ordinance, the board shall notify the Members of the Legislature representing the County of Los Angeles of all of the following:

(1) A description of the proposed amendments to the adopted expenditure plan that would do any of the following:

(A) Affect the amount of net revenues derived from the tax imposed pursuant to this act that is proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(B) Affect the schedule for the availability of funds proposed to be expended on a capital project or projects identified in the adopted expenditure plan.

(C) Affect the schedule for the estimated or expected completion date of a capital project or projects identified in the adopted expenditure plan.

(2) The reason for the proposed amendment.

(3) The estimated impact the proposed amendment will have on the schedule, cost, scope, or timely availability of funding for the capital project or projects contained in the adopted expenditure plan.

ATTACHMENT B-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31241
Project Title: Main Street and Figueroa Street Traffic Signal Upgrades Project#: MR312.41

PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2022-23 Qtr 1	FY 2022-23 Qtr 2	FY 2022-23 Qtr 3	FY 2022-23 Qtr 4	FY 2023-24 Qtr 1	FY 2023-24 Qtr 2	FY 2023-24 Qtr 3	FY 2023-24 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction			$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$2,797,500
Total MEASURE R	$0	$0	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$2,797,500
SUM PROG LACMTA FUNDS:	$0	$0	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$2,797,500
PROJECT FUNDING FY22-23 and FY23-24	$0	$0	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$2,797,500

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
PAED									$0
PS&E									$0
RW Support									$0
Const. Support									$0
RW									$0
Construction	$466,250	$466,250							$932,500
Total MEASURE R	$466,250	$466,250	$0	$0	$0	$0	$0	$0	$932,500
SUM PROG LACMTA FUNDS:	$466,250	$466,250	$0	$0	$0	$0	$0	$0	$932,500
PROJECT FUNDING FY24-25 and FY25-26	$466,250	$466,250	$0	$0	$0	$0	$0	$0	$932,500
SUMMARY OF ALL FUNDS									
PAED	$0	$0	$0	$0	$0	$0	$0	$0	$0
PS&E	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
Const. Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$3,730,000
TOTAL MILESTONES	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$3,730,000
SUM PROG LACMTA FUNDS	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$3,730,000
SUM NON-LACMTA FUNDS	$0	$0	$0	$0	$0	$0	$0	$0	$0
TOTAL PROJECT FUNDING	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$466,250	$3,730,000

ATTACHMENT C
SCOPE OF WORK

PROJECT TITLE:
Main Street and Figueroa Street Traffic Signal Upgrades

PROJECT LOCATION:
The project is located at six intersections on Main Street and Figueroa Street in the City of Carson, in the South Bay area.

PROJECT LIMITS:
This project limits are Main St/Albertoni St to the north and Figueroa St/234th St to the south. The project intersections include:

Main St/Albertoni St
Main St/Victoria St
Figueroa St/Victoria St
Main St/220th St
Figueroa St/223rd St
Figueroa St/234th St

NEXUS TO HIGHWAY OPERATION, DEFINITION/PROJECT PURPOSE:
The six intersection improvements along Main St and Figueroa St run immediately parallel to the I-110 Freeway. Traffic from freeways at local interchanges adversely impacts the operations of these intersections. These impacts occur especially during peak hours, when traffic exits nearby I-110 off ramps, combined with the regional north-south traffic, overwhelming the existing operational capacity of the intersections. Improving traffic flow at the six arterial intersections that are near the freeway on/off ramps will help distribute traffic coming from SR-91, I-110 and I-405. Additionally, these principal arterials function as a bypass to I-110, serving short commuter trips and longer regional trips when there are incidents on I-110. Based on the City's traffic analysis, the intersections are currently operating at a deficient level of service.

PROJECT BACKGROUND:
Figueroa St and Main St are major north-south arterials in Los Angeles County, spanning for more than 30 miles from its southern terminus at Harry Bridges Boulevard in the Wilmington neighborhood to its northern terminus at Chevy Chase Drive in the city of La Canada Flintridge. In the City of Carson, Figueroa St and Main St run immediately parallel to the I-110 Freeway, serving as an alternative route to the highly congested freeway. Both arterials experience significant travel delays, unnecessary stops, and deficient levels of service when motorists divert the freeway to Figueroa St and Main St to avoid freeway congestion during peak hours.

PROJECT BUDGET:

COMPONENT	AMOUNT
Construction Capital	3,730,000
Total Budget	$3,730,000

SCOPE:
The Project is the construction of roadway and traffic signal modifications at six intersections along Figueroa St and Main St, in addition to utilities relocation.

The traffic signal upgrades include the following:

- Replace Type 170 Controllers with 2070 Controllers
- Replace Signal Poles, Mast Arms, Signal Heads
- Replace Pull Boxes
- Install Video Detection Cameras
- Install conduit for safety lighting
- Remove battery backup system
- Update pedestrian signal head

The roadway modifications include the following:

- Update crosswalk paint to current MUTCD standards
- Replace curb and gutter placement
- Replace sidewalk and curb ramp placement
- Restripe streets

Metro, in cooperation with the City of Carson completed the Plans, Specifications, & Estimates (PS&E) for six intersections on Main Street and Figueroa Street. Metro will also be leading the Construction Support Services phase of the project. City of Carson will solely be responsible for the Construction phase.

CONSTRUCTION:

Grantee expects to provide construction oversight, procure a consultant for construction management, award a contract for construction and to perform the following tasks:

A. Contract with a separate engineering firm to provide Construction Management for the Project. This will be accomplished through an RFP.
B. Contract with a Contractor for construction.

The Design Consultant shall meet as needed with the Grantee to accomplish Project tasks as outlined. Meetings expected between the Consultant and Grantee shall include, but not be limited to, Pre-Construction Meeting, progress meetings and preparation of responses to RFIs.

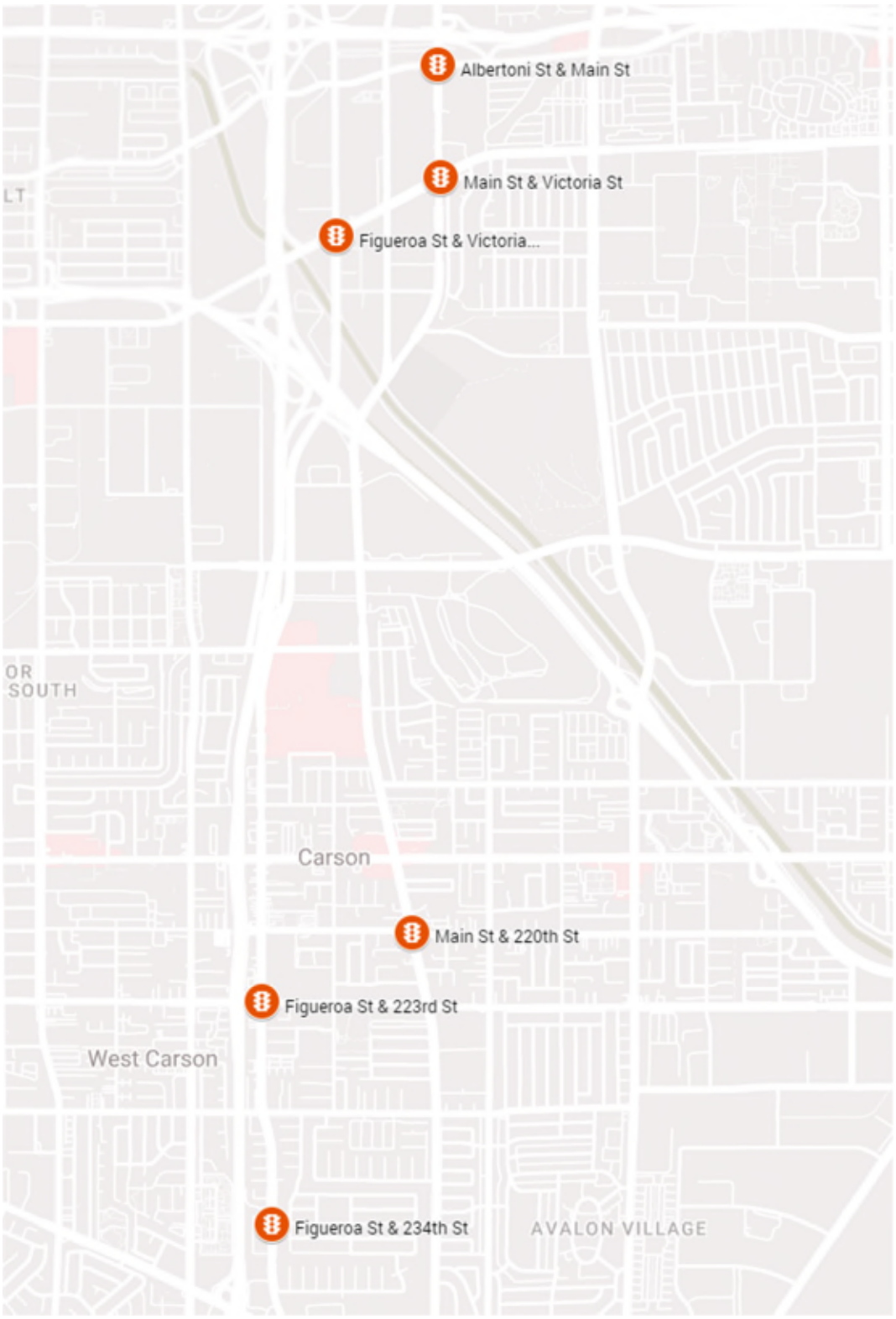
MILESTONES: The implementation schedule for this project will be as follows.

CONSTRUCTION MILESTONES:

	START DATE	COMPLETION DATE
SOLICITATION (BID/PROPOSAL)		
Develop Solicitation Package	October 2022	November 2022
Solicitation Response	November 2022	December 2022
Evaluations	December 2022	January 2022
Selection	January 2023	January 2023
Contract Award	March 2023	April 2023
Metro Funding Agreement Process	May 2023	July 2023
Fully Executed Contract	July 2023	August 2023
EXCAVATION		
Clear/Grub	September 2023	October 2023
Survey	September 2023	October 2023
CONCRETE		
Form Work	October 2023	December 2023
Rebar Placement	October 2023	December 2023
Pole Placement	November 2023	December 2023
TRAFFIC CONTROL		
TMP	September 2023	June 2024
SCE	December 2023	June 2024
MATERIALS		
Long-Lead Equipment	September 2023	February 2024
Staging	September 2023	February 2024
Material Lay Down Area	September 2023	February 2024
Signage	September 2023	December 2023

	START DATE	COMPLETION DATE
LANDSCAPE		
General Construction/close out project	September 2023	June 2024
CHANGE ORDERS		
P.O. Processing Time	April 2023	August 2023

ATTACHMENT C – Location Map



FA ATTACHMENT D
PROJECT REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment D-2**) are required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit the Quarterly Expenditure Report to the LACMTA, after receiving LACMTA Project Manager's acceptance of the draft report, at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may **not** be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provides complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEE is required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter.

- The draft Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

LACMTA Project Manager shall review and respond in writing to the draft Quarterly Expenditure Report within thirty (30) calendar days from receipt.

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope of Work (FA Attachment C) **is considered ineligible** and will not be reimbursed by the LACMTA unless **prior written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant must be clearly and directly related to the project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope of Work (Attachment C). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless **written authorization** has been granted by the LACMTA Chief Executive Officer or his/her designee.

DEFINITIONS

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost", please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations*.

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope of Work is considered ineligible.

LACMTA FA MEASURE R ATTACHMENT D-2

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete
Invoice #
Invoice Date
FA#
Quarterly Report #

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO
ACCOUNTSPAYABLE@METRO.NET
or submit by mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, California 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may **not** be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment D) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and **include totals in this Section.**

	LACMTA Measure R Grant $
Project Quarter Expenditure	
This Quarter Expenditure	
Retention Amount	
Net Invoice Amount (Less Retention)	$ -
Project-to-Date Expenditure	
Funds Expended to Date (Include this Quarter)	
Total Project Budget	
% of Project Budget Expended to Date	
Balance Remaining	

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year :

☐ 2020-2021 ☐ 2021-2022 ☐ 2022-2023
☐ 2023-2024 ☐ 2024-2025 ☐ 2025-2026

Quarter :

☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit ☐ Highways

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2 ND AND 3 RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule
☐ Less than 12 months behind original schedule
☐ Between 12-24 months behind original schedule
☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #		TOTAL EXPENSES CHARGED TO LACMTA MEASURE R GRANT
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
TOTAL				

Note:
All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107.
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____
Signature *Date*

_____ _____
Name *Title*

Los Angeles Metropolitan Transportation Authority

2023 Federal Transportation Improvement Program ($000)

TIP ID **LA9919136** Implementing Agency **Carson, City of**

Project Description: Project includes the construction of roadway and traffic signal modifications at six existing traffic signal-controlled intersections in the City of Carson. These intersections experience significant travel delays and deficient levels of service when motorists divert from the I-110 freeway to avoid freeway congestion during peak hours. Completion of the intersection and signal improvements is anticipated to improve level of service and reduce delays at the project intersections. NO SIGNAL SYNC.

SCAG RTP Project #: 1ITS04
Study:N/A Is Model: Model #:
PM: Ryan Kim - (310)952-1700

LS: N LS GROUP#:
Conformity Category: TCM

System :Local Hwy | Route : | Postmile: | Distance: | Phase: Bid/Advertise Phase | Completion Date 12/31/2030

Lane # Extd: | Lane # Prop: | Imprv Desc:

Air Basin: SCAB | Envir Doc: CATEGORICAL EXEMPTIONS -- CEQA - 12/31/2018

Toll Rate: 0.00 | Toll Colc Loc: | Toll Method: | Hov acs eg loc:

Uza: Los Angeles-Long Beach-Santa Ana | Sub-Area: | Sub-Region: South Bay Cities COG

CTIPS ID: | EA #: | PPNO:

Program Code: ITS13 - VEH DETECT (VDS) & AUTOMATIC VEH CLASSIF (AVC) SYS Stop Loc:

	PHASE	PRIOR	22/23	23/24	24/25	25/26	26/27	27/28	BEYOND	PROG TOTAL
MR20H - Measure R 20% Highway	PE	$300	$0							$300
	RW	$0	$0							$0
	CON	$2,500	$1,420							$3,920
	SUBTOTAL	$2,800	$1,420							$4,220
	TOTAL	**$2,800**	**$1,420**							**$4,220**

TOTAL PE: $300 **TOTAL RW: $0** **TOTAL CON: $3,920** **TOTAL PROGRAMMED: $4,220**

- General Comment: Revised $ programming amounts and dates per Metro direction. Removal of one intersection from the project due to right of way challenges.
- Modeling Comment: no significant change made
- TCM Comment: Removal of one intersection from the project scope due to right of way challenges. Project cost stays the same as recent project costs have been increasing which is expected to require the original project budget.
- Amendment Comment:
- CMP Comment:
- Narrative:

Last Revised **Amendment 23-11 - Submitted** **Change reason**:SCHEDULE DELAY **Total Project Cost** **$4,220**

ATTACHMENT F
BOND REQUIREMENTS

The provisions of this Attachment F apply only if and to the extent some or all of the Funds are derived from LACMTA issued Bonds or other debt, the interest on which is tax exempt for federal tax purposes (collectively, the "Bonds").

GRANTEE acknowledges that some or all of the Funds may be derived from Bonds, the interest on which is tax-exempt for federal tax purposes or with respect to which LACMTA receives a Federal subsidy for a portion of the interest cost or the investor receives a tax credit. GRANTEE further acknowledges its understanding that the proceeds of the Bonds are subject to certain ongoing limitations relating to the use of the assets financed or provided with such proceeds ("Project Costs" or "Project Components") in the trade or business of any person or entity other than a governmental organization (any such use by a person or entity other than a governmental organization is referred to as "Private Use"). Private Use will include any sale, lease or other arrangement pursuant to which a nongovernmental person or entity receives a legal entitlement of a Project Component and also includes certain agreements pursuant to which a nongovernmental person will operate or manage a Project Component. Each quarterly invoice submitted by GRANTEE to reimburse prior expenditures (or to be received as an advance) shall provide information regarding the specific Project Costs or Project Components to which the Funds which pay that invoice will be allocated and whether there is or might be any Private Use associated with such Project Costs or Project Components. GRANTEE will, for the entire time over which LACMTA's Bonds or other debt remains outstanding, (1) notify and receive LACMTA' s approval prior to entering into any arrangement which will or might result in Private Use and (2) maintain records, including obtaining records from contractors and subcontractors as necessary, of all allocations of Funds to Project Costs or Project Components and any Private Use of such Project Costs or Project Components in sufficient detail to comply and establish compliance with Section 141 of the Internal Revenue Code of 1986, as amended (the "Code"), or similar code provision then in effect and applicable, as determined by the LACMTA in consultation with its bond counsel.

GRANTEE will designate one or more persons that will be responsible for compliance with the obligations described in this Attachment F and notify LACMTA of such designations.

ATTACHMENT G-1
SPECIAL GRANT CONDITIONS
SIGNAL SYNCHRONIZATION, INTELLIGENT TRANSPORTATION SYSTEMS (ITS), AND TRANSPORTATION TECHNOLOGY IMPROVEMENTS

1. Grantee is required to attend the LACMTA Arterial ITS Committee Meetings quarterly. Grantee shall coordinate through the Arterial ITS Committee, the Coalition for Transportation Technology and/or other appropriate and recognized forums to ensure consistency with local, subregional and regional ITS plans. Grantee shall provide the opportunity to LACMTA staff and other affected agencies to review, comment and participate on all aspects of the Project implementation to achieve multi-jurisdictional consensus, including, but not limited to, scope of work, consultant selection, PS&E, system design, bid documents and Project deliverables.

2. Grantee shall coordinate with LA County DPW when applicable and shall not advertise the Project for bid to begin construction before all affected agencies have fully executed an agreement regarding the maintenance and operation of traffic signal synchronization system(s) along multi-jurisdictional corridor(s). Grantee shall deliver or email a copy of the fully executed agreement to LACMTA within seven (7) days from the date of full execution.

3. Grantee shall commit and/or secure non-LACMTA funds to maintain and operate the Project improvements. Operations and maintenance plans shall be developed for all ITS projects. For multi-jurisdictional projects, multi-agency agreements shall be executed committing to the long-term operations and maintenance of shared project elements.

4. Grantee's Project shall not make major equipment or timing-plan changes on other Metro funded projects, within the first two years of Grantee's Project implementation/system operation without LACMTA or lead agency prior written approval.

5. For all central traffic control system projects, Grantee shall coordinate the system design through LACMTA staff to allow communication with the Los Angeles County Information Exchange Network (IEN) to facilitate multi-jurisdictional traffic management and coordination.

6. Grantee shall ensure Countywide Signal Priority (CSP) capabilities are maintained when Grantee's Project is on an existing CSP corridor.

7. Grantee shall make available all data from the Project, including, without limitation, improvements and inventory data, to LACMTA upon request.

   Grantee shall:

   a. provide real-time traffic data from the Project, if available, to the County IEN

b. allow for archiving through the Regional Integration of ITS (RIITS) Network or any regional ITS software to support regional transportation planning and operations
c. populate ITS Field Inventory Resource Sharing Tool (ITS FIRST) with data upon completion of project

8. Grantee shall ensure that the project uses a generally accepted system engineering approach to maintain the integrity and quality of completed projects.

9. Grantee's project shall adhere to existing Metro guidelines for specific subprograms as applicable.

The obligations set forth in this section shall survive the expiration or termination of this Agreement.

ATTACHMENT G-2
SPECIAL GRANT CONDITIONS
LOS ANGELES COUNTY REGIONAL ITS ARCHITECTURE (CONNECT-IT) CONSISTENCY SELF-CERTIFICATION POLICY FORM

This Los Angeles County Regional ITS Architecture (CONNECT-IT) consistency self-certification form should be completed and executed for all ITS Projects or Projects with ITS elements. The form should be sent to LACMTA for any planned ITS projects or proposed funding involving Local, State or Federal funds programmed or administered through the LACMTA.

1. Project Title: Main Street and Figueroa Street Traffic Signal Upgrades
2. Name of Sponsoring Agency: City of Carson
3. Contact Name: Ian Holst
4. Contact Phone: 310-952-1700 x1822
5. Contact Email: iholst@carsonca.gov

6. Project Description:
   The Project includes the construction of roadway and traffic signal modifications at six existing traffic signal-controlled intersections in the City of Carson. These intersections experience significant travel delays and deficient levels of service when motorists divert from the I-110 freeway to avoid freeway congestion during peak hours. The completion of the intersection and signal improvements is anticipated to improve level of service and reduce delays at the project intersections.

7. Identify the ITS elements being implemented and the relevant CONNECT-IT Service Package(s), see Exhibit A.
   [TM01] Infrastructure-Based Traffic Surveillance is being implemented at the traffic signals by use of video detection that can also be used for traffic surveillance. The traffic signal controllers are also being upgraded to 2070 controllers which will allow for future flexibility and connectivity with new technologies.

8. Outline of the concept of operations for the project.
   The six traffic signals will be upgraded and improved to provide increased intersection capacity, upgraded safety lighting, new video detection systems, and pedestrian head upgrades. The traffic signal controllers will be programmed to ensure efficient and safe vehicle, pedestrian, and bicycle travel.

9. Identify participating agencies roles and responsibilities.
   Metro completed the PS&E for the project and will also lead the Construction Support Services phase of the project. The City of Carson will be responsible for the Construction phase.

By signing and self-certifying this form, the agency commits itself to follow the ITS requirements listed below during project design and implementation. Please be advised that your project may be subject to further review and documentation by Metro and the CONNECT-IT Maintenance Team during project design and implementation phases:

- Perform a lifecycle analysis for the ITS project elements and incorporate these costs into the Operations and Maintenance plan as part of the system engineering process,
- Maintain and operate the system according to the recommendations of the operations and Maintenance plan upon project completion,
- Use the systems engineering process and document the system engineering steps, and
- Use the CONNECT-IT interface standards, if required, and conform to the regional configuration management process.

Signature:

Ian Holt _____ 3/22/23

Agency Representative _____ Date

Exhibit A

Architecture Reference for CONNECT-IT Service Packages

The table below is the architecture reference for the CONNECT-IT service packages. For additional information on the service packages below, to view interconnect diagrams for each service package or to suggest updates to CONNECT-IT, visit www.laconnect-it.com.

Service Package Area	Short Name	Name
Commercial Vehicle Operations	CVO01	Carrier Operations and Fleet Management
	CVO02	Freight Administration
	CVO03	Electronic Clearance
	CVO04	CV Administrative Processes
	CVO05	International Border Electronic Clearance
	CVO06	Freight Signal Priority
	CVO07	Roadside CVO Safety
	CVO08	Smart Roadside and Virtual WIM
	CVO09	Freight-Specific Dynamic Travel Planning
	CVO11	Freight Drayage Optimization
	CVO12	HAZMAT Management
	CVO14	CV Driver Security Authentication
	CVO15	Fleet and Freight Security
Data Management	DM01	ITS Data Warehouse
	DM02	Performance Monitoring
Maintenance and Construction	MC01	Maintenance and Construction Vehicle and Equipment Tracking
	MC02	Maintenance and Construction Vehicle Maintenance
	MC05	Roadway Maintenance and Construction
	MC06	Work Zone Management
	MC07	Work Zone Safety Monitoring
	MC08	Maintenance and Construction Activity Coordination
Parking Management	PM01	Parking Space Management
	PM02	Smart Park and Ride System
	PM03	Parking Electronic Payment
	PM04	Regional Parking Management
	PM05	Loading Zone Management
Public Safety	PS01	Emergency Call-Taking and Dispatch
	PS02	Routing Support for Emergency Responders
	PS03	Emergency Vehicle Preemption
	PS04	Mayday Notification
	PS05	Vehicle Emergency Response
	PS06	Incident Scene Pre-Arrival Staging Guidance for Emergency Responders
	PS07	Incident Scene Safety Monitoring
	PS08	Roadway Service Patrols
	PS10	Wide-Area Alert

Service Package Area	Short Name	Name
	PS11	Early Warning System
	PS12	Disaster Response and Recovery
	PS13	Evacuation and Reentry Management
	PS14	Disaster Traveler Information
Public Transportation	PT01	Transit Vehicle Tracking
	PT02	Transit Fixed-Route Operations
	PT03	Dynamic Transit Operations
	PT04	Transit Fare Collection Management
	PT05	Transit Security
	PT06	Transit Fleet Management
	PT07	Transit Passenger Counting
	PT08	Transit Traveler Information
	PT09	Transit Signal Priority
	PT10	Intermittent Bus Lanes
	PT11	Transit Pedestrian Indication
	PT14	Multi-modal Coordination
	PT16	Route ID for the Visually Impaired
	PT17	Transit Connection Protection
	PT18	Integrated Multi-Modal Electronic Payment
Support	SU01	Connected Vehicle System Monitoring and Management
	SU02	Core Authorization
	SU03	Data Distribution
	SU04	Map Management
	SU05	Location and Time
	SU06	Object Registration and Discovery
	SU07	Privacy Protection
	SU08	Security and Credentials Management
	SU09	Center Maintenance
	SU10	Field Equipment Maintenance
	SU11	Vehicle Maintenance
	SU12	Traveler Device Maintenance
Sustainable Travel	ST01	Emissions Monitoring
	ST02	Eco-Traffic Signal Timing
	ST03	Eco-Traffic Metering
	ST04	Roadside Lighting
	ST05	Electric Charging Stations Management
	ST06	HOV/HOT Lane Management
	ST08	Eco-Approach and Departure at Signalized Intersections
	ST09	Connected Eco-Driving
Traffic Management	TM01	Infrastructure-Based Traffic Surveillance
	TM02	Vehicle-Based Traffic Surveillance
	TM03	Traffic Signal Control
	TM04	Connected Vehicle Traffic Signal System
	TM05	Traffic Metering

Service Package Area	Short Name	Name
	TM06	Traffic Information Dissemination
	TM07	Regional Traffic Management
	TM08	Traffic Incident Management System
	TM09	Integrated Decision Support and Demand Management
	TM10	Electronic Toll Collection
	TM11	Road Use Charging
	TM12	Dynamic Roadway Warning
	TM13	Standard Railroad Grade Crossing
	TM14	Advanced Railroad Grade Crossing
	TM15	Railroad Operations Coordination
	TM16	Reversible Lane Management
	TM17	Speed Warning and Enforcement
	TM19	Roadway Closure Management
	TM20	Variable Speed Limits
	TM21	Speed Harmonization
	TM22	Dynamic Lane Management and Shoulder Use
Traveler Information	TI01	Broadcast Traveler Information
	TI02	Personalized Traveler Information
	TI03	Dynamic Route Guidance
	TI04	Infrastructure-Provided Trip Planning and Route Guidance
	TI05	Travel Services Information and Reservation
	TI06	Dynamic Ridesharing and Shared Use Transportation
	TI07	In-Vehicle Signage
Vehicle Safety	VS01	Autonomous Vehicle Safety Systems
	VS02	V2V Basic Safety
	VS03	V2V Situational Awareness
	VS04	V2V Special Vehicle Alert
	VS05	Curve Speed Warning
	VS08	Queue Warning
	VS09	Reduced Speed Zone Warning / Lane Closure
	VS10	Restricted Lane Warnings
	VS11	Oversize Vehicle Warning
	VS12	Pedestrian and Cyclist Safety
	VS13	Intersection Safety Warning and Collision Avoidance
	VS14	Cooperative Adaptive Cruise Control
	VS15	Infrastructure Enhanced Cooperative Adaptive Cruise Control
	VS16	Automated Vehicle Operations
	VS17	Traffic Code Dissemination

Note: CONNECT-IT service packages may differ from service packages identified in the National ITS Reference Architecture (ARC-IT). For any service packages not represented in CONNECT-IT, refer to ARC-IT by accessing www.arc-it.net. Contact the administrator at sharmas@metro.net for questions regarding CONNECT-IT.

EXHIBIT A

AMENDMENT NO. 1

OF THE MEASURE R FUNDING AGREEMENT

AMENDMENT No. 1 TO MEASURE R FUNDING AGREEMENT BETWEEN CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

This Amendment No. 1 to the Funding Agreement (this "Amendment"), is dated as of July 1, 2024, by and between the City of Carson ("Grantee") and the Los Angeles County Metropolitan Transportation Authority ("LACMTA").

RECITALS:

A. Grantee and LACMTA entered into that certain Funding Agreement No. 9200000000MR31241, dated March 1, 2023, (the "Existing FA"), which Existing FA provides for the Main Street and Figueroa Street Traffic Signal Upgrades Project (the "Project"); and

B. WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapse dates to meet PAED, PS&E, and Construction time frames; and

C. WHEREAS, the Grantee and LACMTA desire to extend the lapsing date of FY 2016-17, FY2017-18, and FY2021-22 funds to June 30, 2026; and

D. Grantee and LACMTA desire to amend the Existing FA as provided herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Part II, Section 9.1 (v) of the Existing FA is hereby amended by deleting it in its entirety and replacing it with the following: "(v) Expending the Funds granted under this FA for allowable costs by the lapsing date. All Funds programmed for FY2016-17, FY2017-18, FY2021-22, and FY 2022-23 are subject to lapse by June 30, 2026."

2. Attachment B-1 of the Existing FA is hereby replaced by Attachment B1-1, Attached.

3. Attachment C of the Existing FA is hereby amended by deleting the Construction Milestones and replacing it with the following:

FA Milestones	**Original Project Schedule**		**Revised Project Schedule**	
	Start Date	**End Date**	**Start Date**	**End Date**
SOLICITATION (BID/PROPOSAL)	Oct 2022	Aug 2023	Sept 2024	Dec 2024
EXCAVATION	Sept 2023	Oct 2023	Feb 2025	Dec 2025
CONCRETE	Oct 2023	Dec 2023	Feb 2025	Mar 2026
TRAFFIC CONTROL	Sept 2023	Jun 2024	Feb 2025	Mar 2026
MATERIALS	Sept 2023	Dec 2023	Jan 2025	Mar 2026
LANDSCAPE	Sept 2023	Jun 2024	Feb 2025	Mar 2026
CHANGE ORDERS	Apr 2023	Aug 2023	Feb 2025	Mar 2026
PROJECT CLOSEOUT	Jun 2024	Jun 2024	Apr 2025	Jun 2026
Total Project Duration (Months)	20		21	

4. Except as expressly amended hereby, the Existing FA remains in full force and effect as originally executed. All rights and obligations of the parties under the Existing FA that are not expressly amended by this Amendment shall remain unchanged.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to the FA to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____ Date: 3/3/25

Deputy

GRANTEE:

CITY OF CARSON

By: _____ Date: _____

Lula Davis-Holmes
Mayor

APPROVED AS TO FORM:

By: _____ Date: _____

Sunny Soltani
City Attorney

ATTACHMENT B1-1 - EXPENDITURE PLAN COST & CASH FLOW BUDGET

Measure R Program - Funding Agreement Projects - FA# 9200000000MR31241
Project Title: Main Street and Figueroa Street Traffic Signal Upgrades Project#: MR312.41
PROGRAMMED SOURCES OF FUNDS

SOURCES OF FUNDS	FY 2024-25 Qtr 1	FY 2024-25 Qtr 2	FY 2024-25 Qtr 3	FY 2024-25 Qtr 4	FY 2025-26 Qtr 1	FY 2025-26 Qtr 2	FY 2025-26 Qtr 3	FY 2025-26 Qtr 4	TOTAL BUDGET
LACMTA PROGRAMMED FUNDS:									
MEASURE R FUNDS:									
RW Support									$0
Const. Support									$0
RW									$0
Construction				$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
Total MEASURE R	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
SUM PROG LACMTA FUNDS:	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
PROJECT FUNDING FY24-25 and FY25-26	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
SUMMARY OF ALL FUNDS									
RW Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
Const. Support	$0	$0	$0	$0	$0	$0	$0	$0	$0
RW	$0	$0	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
TOTAL MILESTONES	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
SUM PROG LACMTA FUNDS	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000
TOTAL PROJECT FUNDING	$0	$0	$0	$130,000	$800,000	$1,000,000	$1,000,000	$800,000	$3,730,000

RESOLUTION NO. 25-035

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO MEASURE R FUNDING AGREEMENT 9200000000MR31241 FOR PROJECT 1657: TRAFFIC SIGNAL INSTALLATION AT SIX INTERSECTIONS, LACMTA PROJECT # MR31241 AND FTIP # LA9919136

WHEREAS, Los Angeles County Metropolitan Transportation Authority (LACMTA) entered into Funding Agreement No. 9200000000MR31241, on May 16 2023, programming Measure R Funds to the City of Carson ("City") for Project 1657: Traffic Signal Installation at Six Intersections, LACTMA project ID# MR31241 and FTIP# LA9919136

WHEREAS, the LACMTA Board on January 26, 2023, delegated administrative authority to staff to extend funding lapse dates to meet environmental, design, and construction time frames; and

WHEREAS, the Grantee and LACMTA desire to extend the lapse date of FY 2016-17, FY 2017-18, and FY 2021-22, and FY 2022-23 funds to June 30, 2026; and

WHEREAS, Amending the Measure R Funding Agreement for project 1657 will permit the City to be reimbursed as specified in the agreement with LACMTA for the Main Street and Figueroa Street Traffic Signal Upgrades Project

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

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 2. Approval of Amendment No. 1 to Funding Agreement. The City Council hereby approves Amendment No. 1 of the Measure R Funding Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference and authorizes the Mayor to execute.

Section 3. Further Acts. The City Manager, Director of Public Works and City Clerk are hereby authorized and directed to execute such other documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 4. Severability. The City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court

action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

Section 6. Effective Date. This Resolution shall be effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED, APPROVED, and ADOPTED this 15th day of April, 2025.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

CONSENT 29.

To: Honorable Mayor and City Council

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

Subject: CONSIDER ADOPTING A RESOLUTION NO. 25-038 APPROVING THE PROJECT LIST FOR SB-1 (BEALL) "ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017" FOR FY 2025-26 (CITY COUNCIL)

I. SUMMARY

The California Transportation Commission (CTC) promulgates Annual Reporting Guidelines for local streets and roads funding under SB-1, the Road Repair and Accountability Act of 2017. These guidelines require that all cities and counties submit their FY 2025-26 SB-1 project lists to become eligible for Road Maintenance and Rehabilitation Account (RMRA) funds. To comply with this requirement, the City must adopt an SB-1 project list via resolution for FY 2025-26.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 25-038, “A Resolution of the City Council of the City of Carson, California, Adopting A List of Projects for Fiscal Year 2025-26 Funded by SB-1: The Road Repair and Accountability Act of 2017”

III. ALTERNATIVES

1. DO NOT ADOPT Resolution No. 25-038.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

On April 28, 2017, the Governor of California signed SB-1, which is known as the “Road Repair and Accountability Act of 2017.” SB-1 increases per-gallon excise taxes and vehicle registration fees, and provides for inflationary adjustments to tax rates in future years in order to address basic road maintenance and rehabilitation on the state highway and the local streets and roads system.

SB-1 established new Road Maintenance and Rehabilitation Account (RMRA) funds which are allocated to the City every Fiscal Year. A percentage of this funding was apportioned by formula to eligible cities and counties pursuant to Streets & Highways Code Section 2032(h) for basic road maintenance and rehabilitation.

Prior to receiving an apportionment of RMRA funds from the California State Controller (CSC) in a given fiscal year, the City must submit to the CTC a list of proposed projects to be funded with RMRA funds pursuant to an adopted City budget. Although a ten-year SB-1 project list was previously established and approved by the City Council, in order to maintain eligibility for RMRA funding, the City is required to annually submit an adopted resolution approving the list of projects to be funded by SB-1 for the upcoming fiscal year.

Staff prepared the attached proposed Resolution using the standard format/language provided by CTC, and is requesting that the City Council adopt the resolution in order to fully comply with the CTC's requirements (Exhibit No. 2). The resolution lists one proposed project, which is for pavement rehabilitation and concrete improvements on Main Street from 228th Street to Carson Street. The resolution includes the project description and location, a proposed completion schedule, and the estimated useful life of the improvements, as required by the CTC.

The resolution also states that the previously proposed and adopted Project No. 1757 (Main Street from Lomita Blvd to 228th Street, FY 24-25), may need to utilize FY 25-26 RMRA funds in the event that unforeseen work becomes necessary and incurs costs which exceed the approved contingency fund authorized for said project. The projected RMRA funding for FY 2025-26 is $2,585,000.00**.**

V. FISCAL IMPACT

None. This is the ninth year of SB 1 implementation, and it is anticipated that the City will receive funding in the amount of $2,585,000.00 from RMRA for FY 2025-26 projects.

VI. EXHIBITS

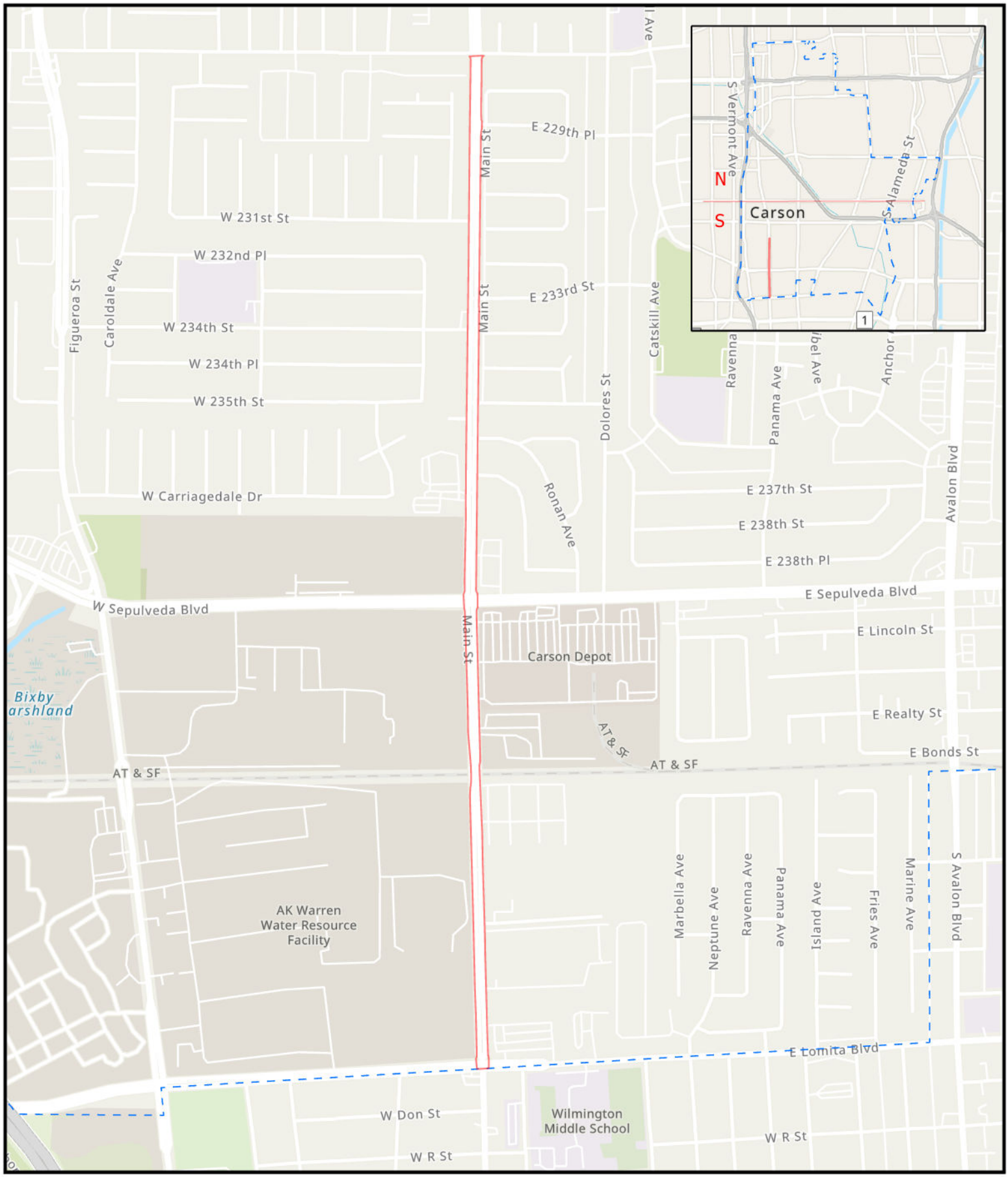
1. Location Map
2. Resolution No. 25-038 SB 1 Project List for FY 2025-26

Prepared by: Gilbert Marquez, P.E. City Engineer and Jesus Sanchez, P.E., Senior Civil Engineer

Attachments

Location Map
Resolution No. 25-038

EXHIBIT NO. 1



Location Map
Project No. 1757
FY 2023/2024 - Main Street Rehabilitation
228th St to Lomita Blvd

City of Carson

Date Printed 5/30/2024

RESOLUTION NO. 25-038

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2025-26 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated **$2,585,000.00** in RMRA funding in Fiscal Year 2025-26 from SB 1; and

WHEREAS, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repair and replacement of aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate Main Street, a north/south main arterial running across the City, this year, and multiple more similar projects into the future; and

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk/poor" condition, and this revenue will help us increase

the overall quality of our road system and over the next decade will bring our streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Carson, State of California, as follows:

1. The foregoing recitals are true and correct.

2. The following project will be funded in part or solely with fiscal year 2025-26 Road Maintenance and Rehabilitation Account revenues:

A. Project Title: Proj. No. 1758 – Main Street Rehabilitation from 228th Street to Carson Street

Project Description: Main Street from 228th Street to Carson Street - a North -South Arterial street (approx. length of 4,700 L.F.) within Maintenance Zones #5 and #6 at the Southern section of the City of Carson. The project consists of roadway reconstruction and resurfacing, including A.C. grinding as required to allow for the new layer of asphalt 2.0" to 3.0" thick of asphalt to provide a good ride ability roadway surface. It also includes repair of broken and damaged concrete improvements including Curb & Gutter, Cross Gutters, Sidewalks, Driveway Approaches, Access Ramps to comply with ADA requirements. The estimated useful life is 20 years, the anticipated start of construction is in September 2025 and the date of completion is in December 2025.

3. The following previously proposed and adopted projects may utilize fiscal year 2025-26 Road Maintenance and Rehabilitation Account revenues in its delivery. With the relisting of this project in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund this project with Road Maintenance and Rehabilitation Account revenues:

B. Project Title: Proj. No. 1757 – Main Street Rehabilitation from Lomita Blvd. to 228th Street

Project Description: Main Street from Lomita Blvd. to 228th Street - a North -South Arterial street (approx. length of 7,400 L.F.) within Maintenance Zones #6 and #7 at the Southern section of the City of Carson. The project consists of roadway resurfacing, including A.C.

grinding as required to allow for the new layer of asphalt 2.0" to 3.0" thick of asphalt to provide a good ride ability roadway surface. It also includes repair of broken and damaged concrete improvements including Curb & Gutter, Cross Gutters, Sidewalks, Driveway Approaches, Access Ramps to comply with ADA requirements. The estimated useful life is 20 years, the anticipated start of construction is in June 2025 and the date of completion is in September 2025.

4. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions. The City Clerk shall keep a copy of this resolution attached to the FY 2025-26 budget on file.

5. This Resolution is effective on the date of its adoption.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Carson, California, at a regular meeting held on the 15th day of April, 2025

.

ATTEST: _____
Mayor Lula Davis-Holmes

_____
Deputy City Clerk Kourtney Cullors

APPROVED AS TO FORM:

_____
City Attorney Sunny K. Soltani

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

I, Kourtney Cullors, Deputy City Clerk of the City of Carson, California, hereby certify that the foregoing resolution, being Resolution No. 25-038, was adopted by the Carson City Council at its meeting held on the 15th day of April 2025, by the following vote:

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

_____
City Clerk Khaleah K. Bradshaw

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

SPECIAL ORDERS OF THE DAY 30.

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 9, 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 9, 2025 all interested parties were invited to submit descriptive program proposals and a required city application. All completed proposals and applications needed to be received no later than 12:00 P.M. on Wednesday, April 9, 2025.

Additional Public Service Requests FY 2025/26

- Carson Hope Community Church has requested $16,000.00

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

Table of Contents

Executive Summary *4*

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b) 4

The Process *8*

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b) 8

PR-10 Consultation – 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l) 9

PR-15 Citizen Participation – 91.105, 91.115, 91.200(c) and 91.300(c) 14

Needs Assessment *18*

NA-05 Overview 18

NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c) 20

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2) 34

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2) 37

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2) 40

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2) 42

NA-35 Public Housing – 91.205(b) 44

NA-40 Homeless Needs Assessment – 91.205(c) 50

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d) 55

NA-50 Non-Housing Community Development Needs – 91.215 (f) 59

Housing Market Analysis *61*

MA-05 Overview 61

MA-10 Number of Housing Units – 91.210(a)&(b)(2) 62

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a) 66

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a) 69

MA-25 Public and Assisted Housing – 91.210(b) 74

MA-30 Homeless Facilities and Services – 91.210(c) 76

MA-35 Special Needs Facilities and Services – 91.210(d) 79

MA-40 Barriers to Affordable Housing – 91.210(e) 82

MA-45 Non-Housing Community Development Assets – 91.215 (f) 83

MA-50 Needs and Market Analysis Discussion 93

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2) 98

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3) 102

Strategic Plan *106*
SP-05 Overview 106
SP-10 Geographic Priorities – 91.215 (a)(1) 107
SP-25 Priority Needs - 91.215(a)(2) 108
SP-30 Influence of Market Conditions – 91.215 (b) 110
SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2) 111
SP-40 Institutional Delivery Structure – 91.215(k) 113
SP-45 Goals Summary – 91.215(a)(4) 117
SP-50 Public Housing Accessibility and Involvement – 91.215(c) 120
SP-55 Barriers to Affordable Housing – 91.215(h) 121
SP-60 Homelessness Strategy – 91.215(d) 123
SP-65 Lead-Based Paint Hazards – 91.215(i) 126
SP-70 Anti-Poverty Strategy – 91.215(j) 128
SP-80 Monitoring – 91.230 130
Expected Resources *133*
AP-15 Expected Resources – 91.220(c)(1,2) 133
Annual Goals and Objectives *135*
Projects 137
AP-35 Projects – 91.220(d) 137
AP-38 Project Summary 139
AP-50 Geographic Distribution – 91.220(f) 144
AP-55 Affordable Housing – 91.220(g) 145
AP-60 Public Housing – 91.220(h) 146
AP-65 Homeless and Other Special Needs Activities – 91.220(i) 147
AP-75 Barriers to Affordable Housing – 91.220(j) 151
AP-85 Other Actions – 91.220(k) 154
Program Specific Requirements *159*

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

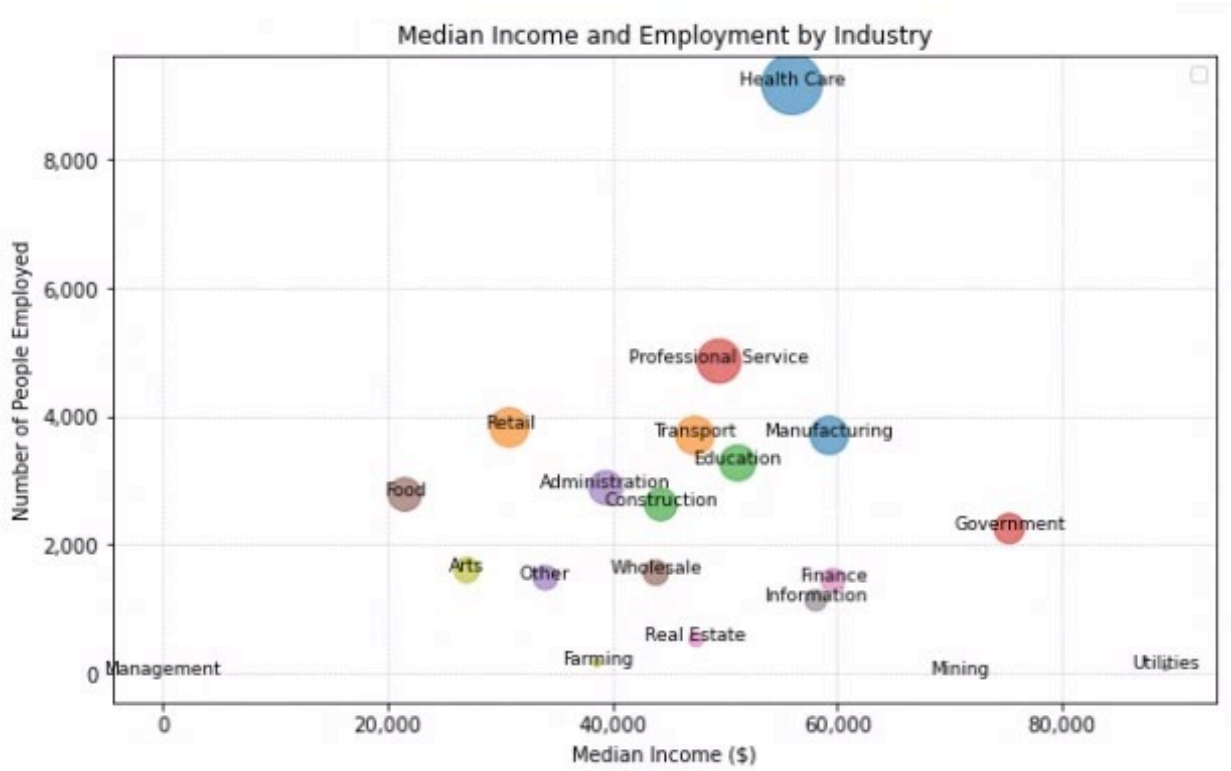
Data Source: 2018-2022 ACS [B20004]

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

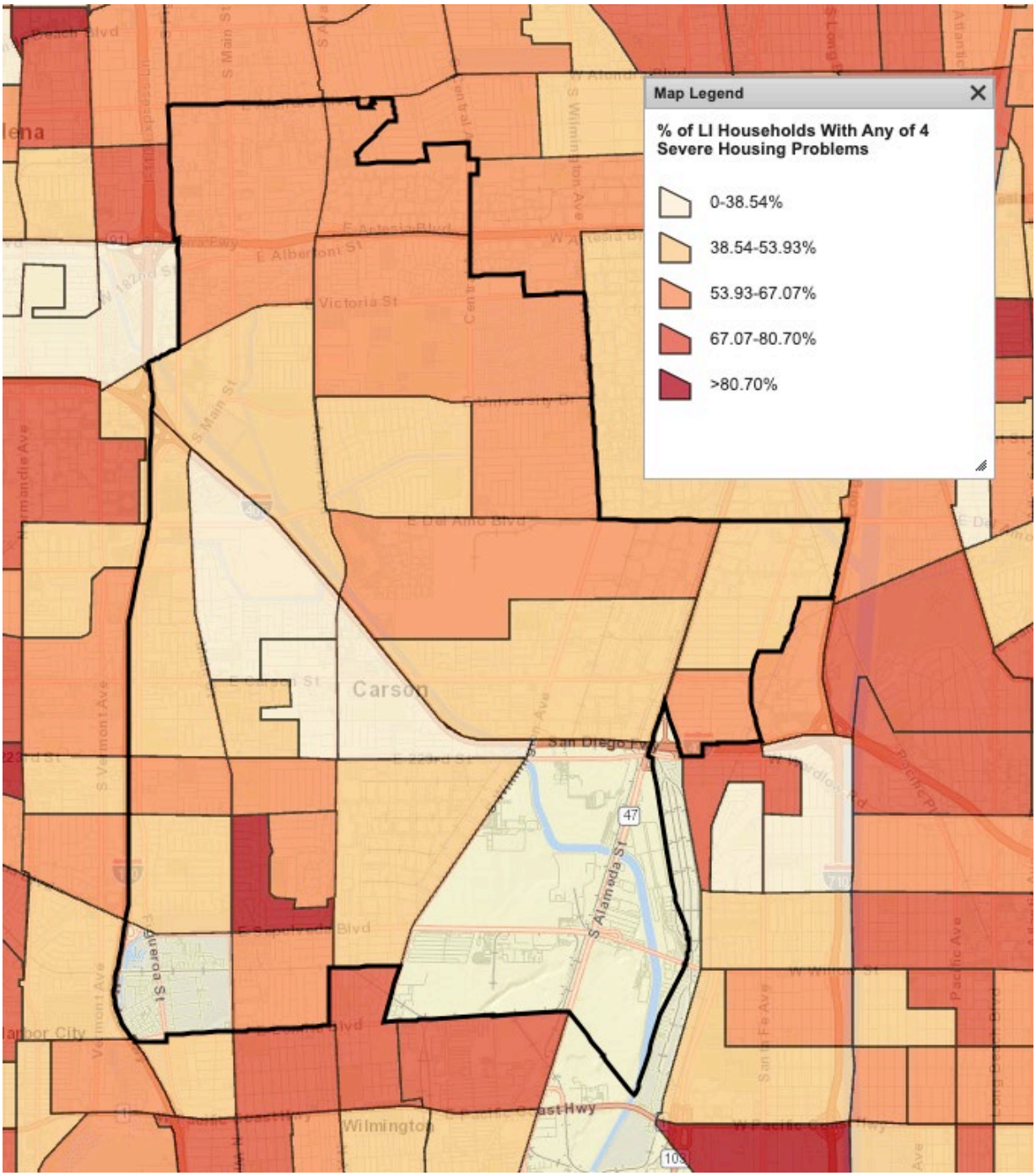
Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

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.

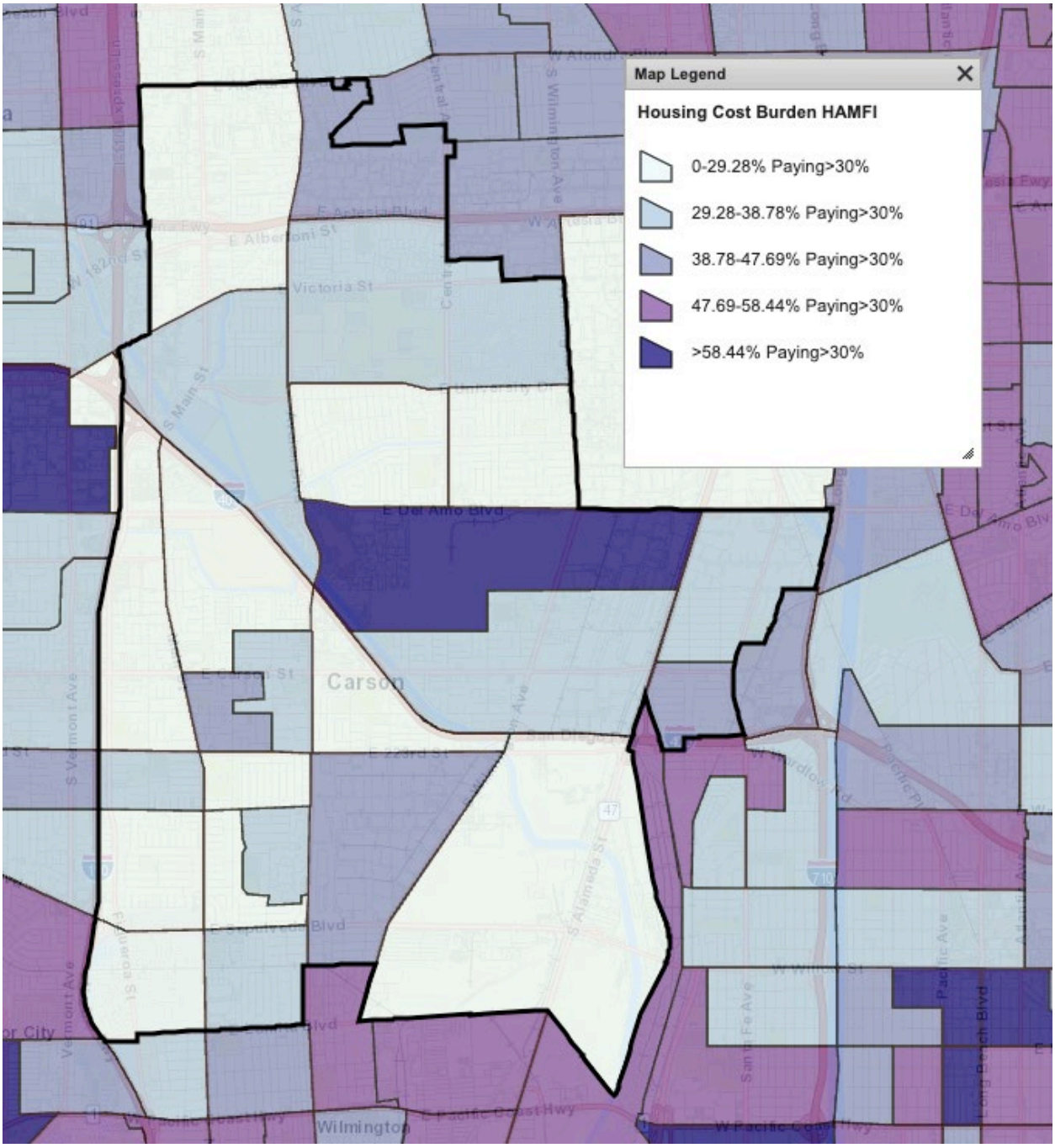
Figure MA-50.01: Percentage of Low-Income Households with Any of the Four Severe Housing Problems



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

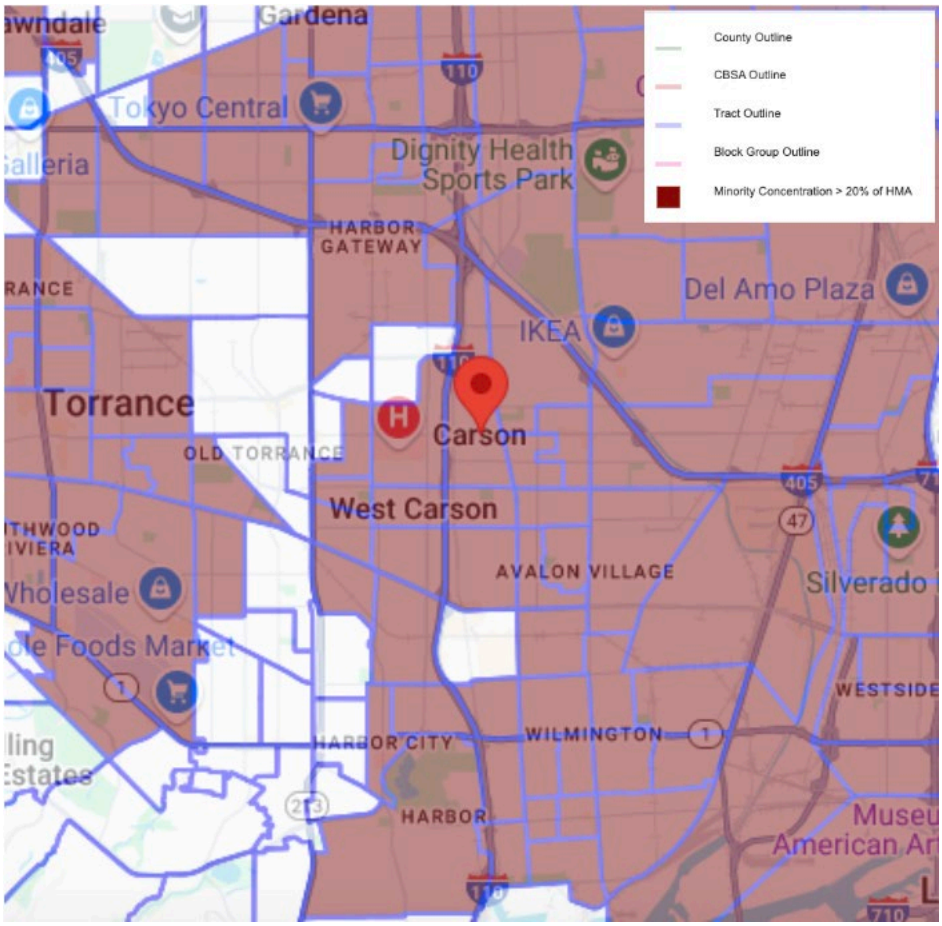


Data Source: 2023 U.S. Department of Housing and Urban Development CPD Maps

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)

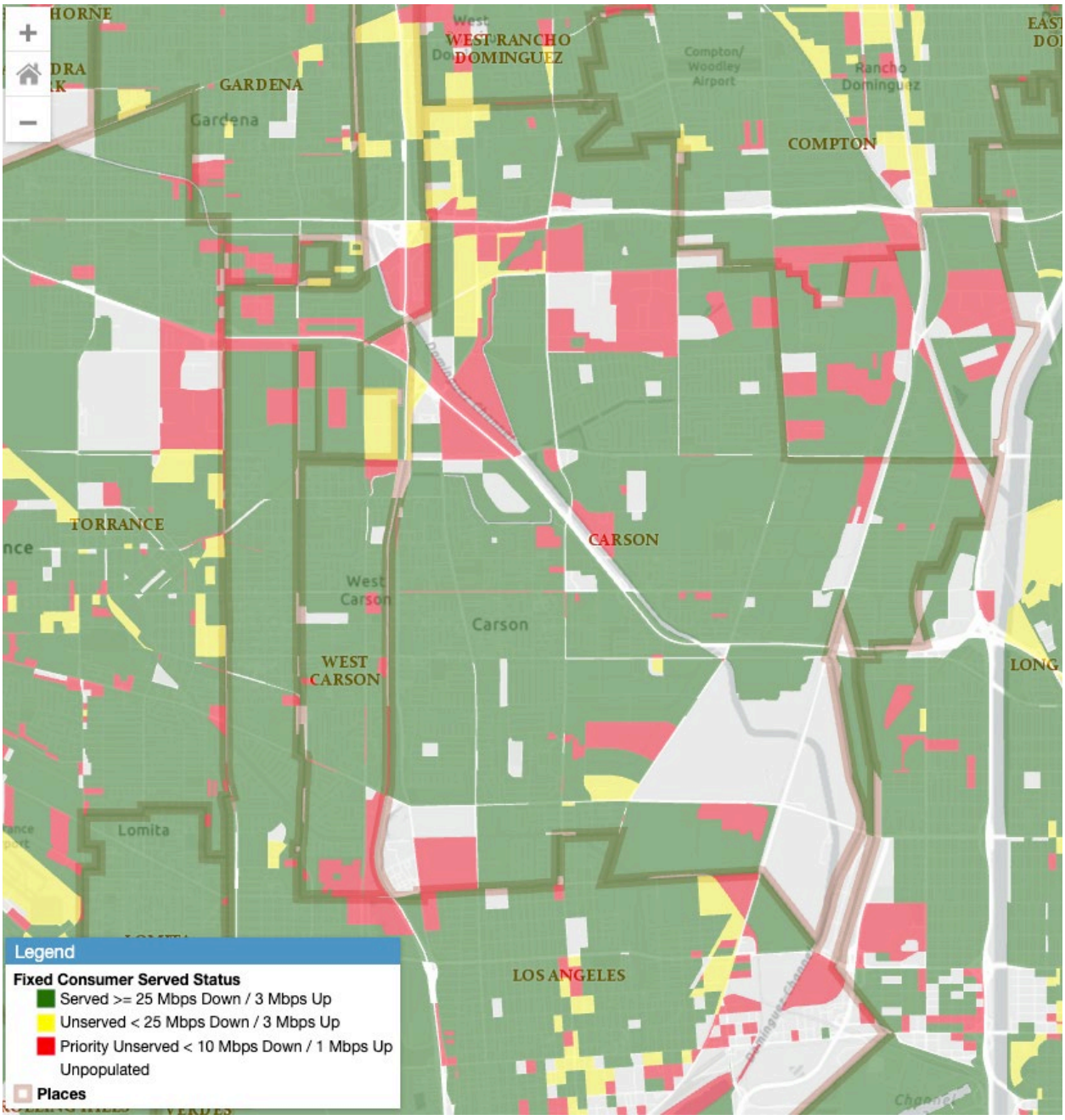
Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

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

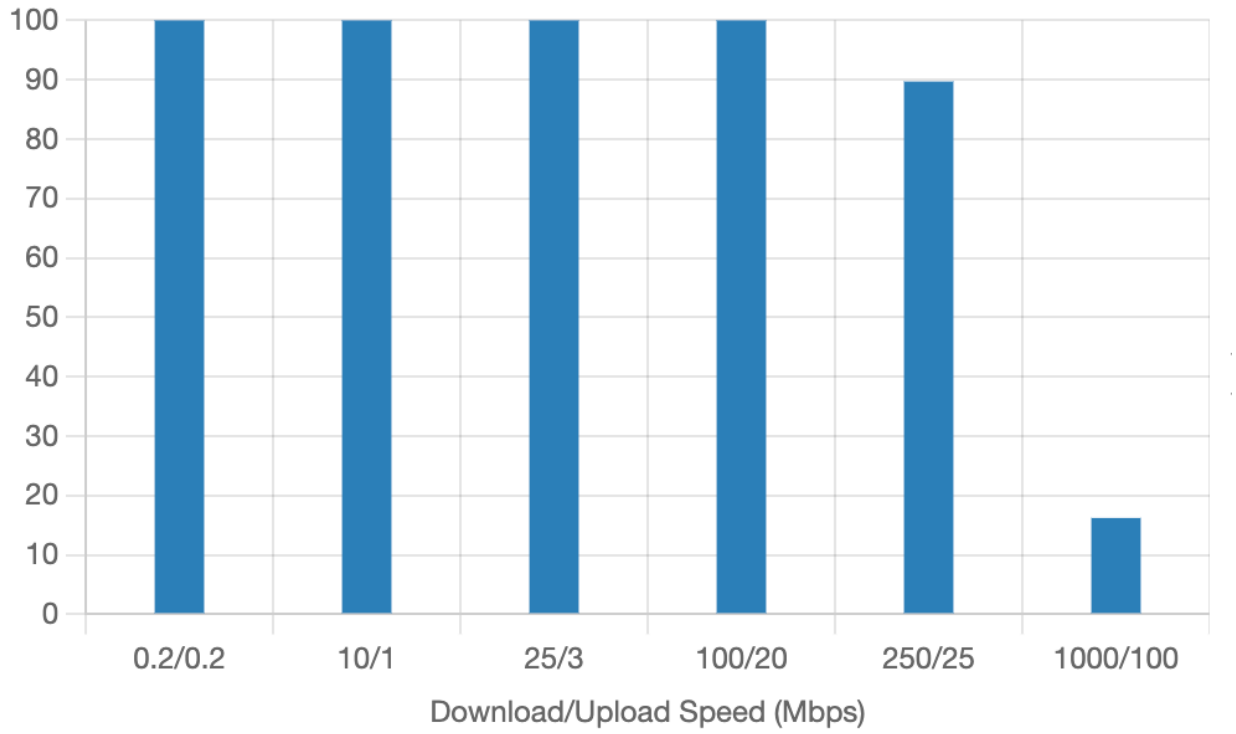


Data Source: California Interactive Broadband Map (data as of December 31, 2021)

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.

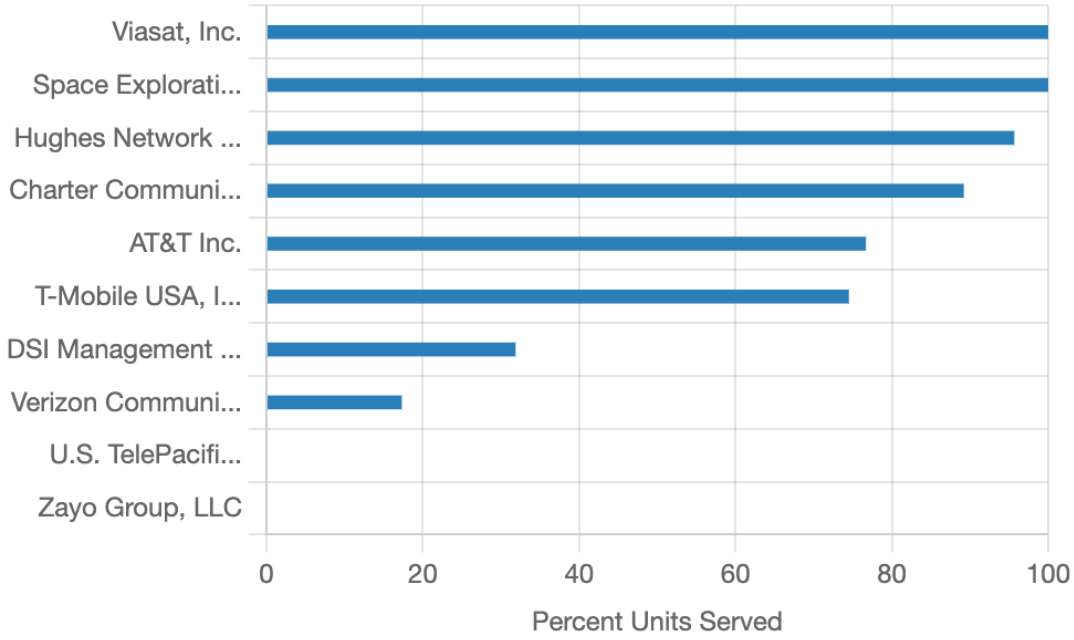
Figure MA-60.02: Units with Fixed Broadband Access in Carson



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).

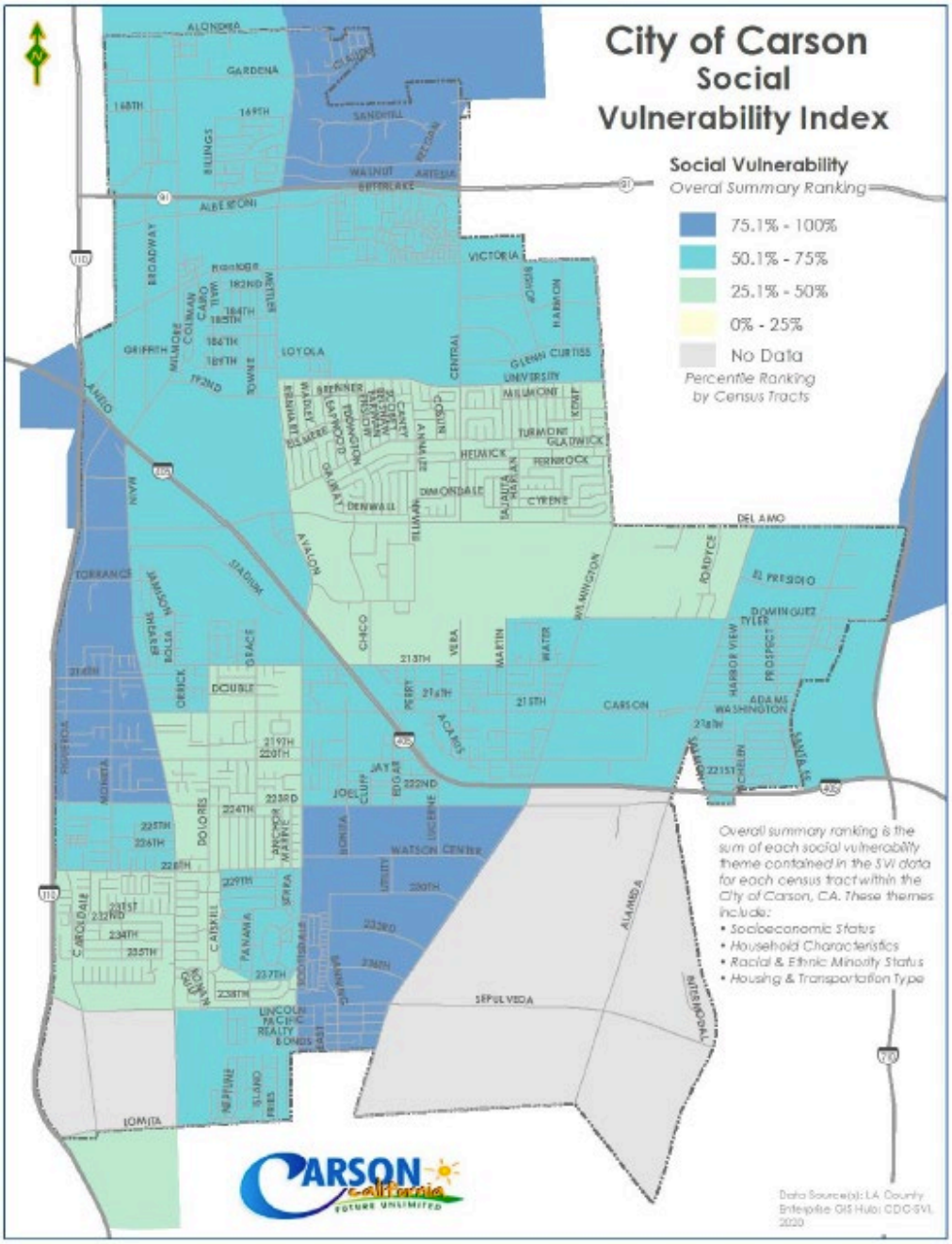
Data Source: 2024 City of Carson Hazard Mitigation Plan

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

Table of Contents

Introduction 2
Participation Policies 2
Citywide Advisory Commission 3
Development of Plans 4
Consolidated Annual Performance Evaluation Report (CAPER) 5
Publication and Review Periods 6
Public Hearings 7
Plan Amendments 7
Access to Information and Records 9
Technical Assistance 9
Comment and Complaint Process 9
Anti-displacement and Relocation 10
Monitoring and Evaluation 10
Appendix A: Community Organizations Serving Carson's Ethnically and Culturally Diverse Populations 13
Appendix B: Community Organizations Serving People with Disabilities 17

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
Carson Hope Community Church	$16,000.00	$ 0
Requested Totals =	**$145,604.00**	**$94,977.00**

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

DISCUSSION 31.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: FISCAL YEAR 2025-2026 BUDGET WORKSHOP NO. 1 (CITY COUNCIL)

I. SUMMARY

This marks the commencement of the first of three budget workshops scheduled ahead of a public hearing on June 17, 2025, aimed at deliberating the adoption of the proposed Fiscal Year 2025-2026 budget. At this workshop, there will be an overview of the General Fund Reserve status and the anticipated revenues for Fiscal Year 2025-2026, address the proposed General Fund expenditures and strategies to achieve and sustain a structurally balanced budget, as mandated by law. A subsequent workshop, slated for June 17, 2025, will According to the City's charter, the City Council must endorse an annual budget via resolution before June 30 each year.

The City's objective is to achieve a structurally balanced budget for the fifth (5) consecutive year, wherein recurring expenses remain within recurring revenues.

The development of the City's Operational Budget is guided by the 9 principles listed below:

1. Quality of life improvements (infrastructure, maintenance, beautification)
2. Economic development
3. Governance policies and procedures pertaining to districts
4. Housing
5. Increase public safety
6. Make progress on development that provides community benefits in the long term
7. Maintain quality City programs and service
8. Advocacy for funds from county, state and federal government
9. Increased outreach and information to the community

Annually, the City adopts a Capital Improvement Program that outlines fund allocations for the upcoming fiscal year (FY). Public Works will be presenting the proposed FY 2025-2026 CIP plan for Council consideration.

II. RECOMMENDATION

PROVIDE direction to staff which will be used to build the draft for Fiscal Year 2025- 2026 Budget.

III. ALTERNATIVES

TAKE another action deemed appropriate by City Council.

IV. BACKGROUND

I. Objective

The objective of this workshop is to provide the City Council with updated insights into the General Fund Reserve, anticipated revenues and expenditures for the Fiscal Year 2025-2026 budget. Additionally, it aims to guide potential adjustments to the City's budget structure for the same fiscal year. This will help ensure fiscal responsibility and prepare for any challenges in the upcoming budget cycle.

II. Overview of Financial Budget

A. General Fund Balance

The General Fund Balance is a critical measure of the City's financial health. It serves as a safeguard for navigating future uncertainties, particularly during periods of economic instability. The audited General Fund balance as of June 30, 2024, stood at $219.7 million. Exhibit (1) illustrates the Fund Balance over the past five fiscal years, showing a strong and consistent reserve. This trend is expected to continue into the 2025-2026 fiscal year.

B. Structurally Balanced Budget

The proposed budget for FY 2025-2026 is designed to achieve a structurally balanced status, where ongoing revenues align with proposed operating expenditures. To maintain this balance, careful management of ongoing expenditures and fiscal prudence will be essential. The proposed budget for FY 2025-2026 is structurally balanced with revenues projected at $155.3M and expenditures projected at $154.9M projecting a $346K surplus. According to the City Council's reserve policy, 20% of annual budget expenditures must be set aside for Economic uncertainty, with an additional $6.0 million allocated for self-insurance claims. Detailed information is available in Exhibit (2).

III. Revenue Sources Overview

A. Sales & Use Tax Revenues

Sales and use taxes remain a vital revenue source for the City's General Fund. For FY 2025-2026, sales tax revenue is projected to increase slightly by 0.2%. This represents a modest uptick compared to the previous fiscal year. The revenue projections are detailed in Exhibit (3).

B. Property Tax

The City of Carson is expected to experience a continued increase in property tax revenue, with a projected 14% increase from the prior year. The rise in net taxable property values, including those from industrial sales and valuation adjustments, is expected to support this increase. However, there is a need to remain vigilant regarding the impact of rising interest rates on future property tax collections. Refer to Exhibit (3) for a detailed breakdown.

C. Franchise Tax

Franchise tax revenues are expected to see a significant increase of 19%, largely due to the city's continued business development. This growth reflects strong performance across the franchise sectors. Exhibit (3) outlines the forecast and actuals for this revenue stream.

D. Transaction and Use Tax (Measure K)

The approval of Measure K remains a key factor in bolstering the City's revenue base. The projected revenue for Measure K is a modest increase of 2% from the previous fiscal year. However, economic factors such as inflationary pressures and geopolitical tensions may impact the long-term trajectory of this revenue stream. Detailed projections can be found in Exhibit (3).

E. Utility Users Tax (UUT) (Measure R)

The Utility Users Tax continues to provide significant funding for the City's services. Projected revenue for FY 2025-2026 is expected to increase by 15%. UUT remains a steady revenue source, contributing to approximately 7.2% of the City's General Fund. Exhibit (3) provides the projections for this source.

F. Licenses and Permits
Licenses and permit revenue is expected to see a significant increase of 63% due to higher demand for permits and licenses across the City. This growth is reflective of ongoing development and construction activities. Exhibit (3) outlines the breakdown of this revenue source.

G. Oil Industry Business Tax (Measure C)
Revenue from the oil industry business tax is expected to increase by 32% for FY 2025-2026. This increase reflects improved projections following recent audits and actions taken to adjust revenue forecasts. Exhibit (3) provide additional details on this revenue stream.

H. Fines and Fees
Revenue from fines and fees is expected to decrease by 14%, reflecting ongoing trends in the enforcement of regulations and fee collections. This decrease is due to reduced activity in enforcement actions, but staff will continue to monitor and adjust expectations accordingly. Exhibit (3) provides details on this revenue.

I. Transient Occupancy Tax (TOT)
The Transient Occupancy Tax is expected to grow by 25% in FY 2025-2026, supported by an increase in short-term lodging activity. This tax remains an important revenue stream, representing 1.4% of the General Fund. Detailed projections are available in Exhibit (3).

J. Miscellaneous
The Miscellaneous category, which includes revenue sources such as interest income and third-party recovery, is expected to see a 25% increase in FY 2025-2026. This increase is primarily driven by higher interest income, which has benefited from rising interest rates in the broader economic environment. Additionally, third-party recoveries, which consist of reimbursements and recoveries from outside sources, are also expected to contribute significantly to this revenue category. Exhibit (3) provides further details on these projections.

IV. Expenditure Overview

A. General Expenditure Analysis
The proposed budget for FY 2025-2026 reflects an overall expenditure increase of 7% compared to the revised FY 2024-2025 budget. This increase is primarily driven by strategic investments in public safety, public works, and community development. However, there are also areas of savings, such as a slight reduction in the City Clerk and City Attorney Legal Services budgets. A detailed breakdown of the department-specific expenditures follows:

B. Department-Specific Expenditures

1. **City Council**
    - **FY 24/25 Revised Budget:** $1,130,043
    - **FY 25/26 Proposed Budget:** $1,242,058
    - **Percent Change:** +10%
      The City Council's budget reflects a 10% increase, which is attributed to a planned increase in legislative activities and outreach programs. This increase will support continued civic engagement and public services that require additional resources. Exhibit (4) provides further details.
2. **City Attorney Legal Services**
    - **FY 24/25 Revised Budget:** $3,940,000
    - **FY 25/26 Proposed Budget:** $3,900,000
    - **Percent Change:** -1%
      A slight reduction of 1% is proposed for the City Attorney's legal services budget. This is a result of fewer anticipated legal cases and the efficiency improvements in the legal department. Exhibit (4) provides further details.
3. **City Clerk**
    - **FY 24/25 Revised Budget:** $1,783,072

- **FY 25/26 Proposed Budget:** $1,712,550
- **Percent Change:** -4%
  The City Clerk's budget has been reduced by 4%. The reduction reflects a decrease in the need for certain administrative services and efficiencies within the department's operations. Exhibit (4) provides further details.

4. **City Treasurer**
   - **FY 24/25 Revised Budget:** $891,034
   - **FY 25/26 Proposed Budget:** $1,040,083
   - **Percent Change:** +17%
     The proposed budget for the City Treasurer's office shows an increase of 17%. This increase is due to expanded responsibilities, including new financial oversight and reporting requirements. Exhibit (4) provides further details.
5. **City Manager**
   - **FY 24/25 Revised Budget:** $6,681,091
   - **FY 25/26 Proposed Budget:** $7,599,256
   - **Percent Change:** +14%
     A 14% increase in the City Manager's budget is proposed to account for the growing demands of city administration, including new initiatives, staff, and operational needs associated with city growth and development. Exhibit (4) provides further details.
6. **Innovation & Sustainability (I.S.)**
   - **FY 24/25 Revised Budget:** $3,341,649
   - **FY 25/26 Proposed Budget:** $3,869,223
   - **Percent Change:** +16%
     The increase in the I.S. budget reflects investments in integrated public management systems and technology to improve the efficiency of city services and operations. Exhibit (4) provides further details.
7. **IT & Security**
   - **FY 24/25 Revised Budget:** $5,921,370
   - **FY 25/26 Proposed Budget:** $5,868,083
   - **Percent Change:** -1%
     A slight reduction of 1% is proposed in the IT & Security budget due to the completion of certain capital projects and streamlining of ongoing system maintenance costs. Exhibit (4) provides further details.
8. **Public Safety**
   - **FY 24/25 Revised Budget:** $33,917,054
   - **FY 25/26 Proposed Budget:** $35,684,549
   - **Percent Change:** +5%
     Public safety expenditures are expected to increase by 5%, reflecting the ongoing need for additional staffing, equipment, and operational costs to maintain the City’s commitment to public safety and emergency services. Exhibit (4) provides further details.
9. **Finance**
   - **FY 24/25 Revised Budget:** $5,689,392
   - **FY 25/26 Proposed Budget:** $6,280,892
   - **Percent Change:** +10%
     The Finance Department’s budget is set to increase by 10%. This increase is driven by enhanced financial management and reporting capabilities, as well as the expansion of financial services to accommodate the City's growth. Exhibit (4) provides further details.
10. **Human Resources**
    - **FY 24/25 Revised Budget:** $2,538,324
    - **FY 25/26 Proposed Budget:** $2,866,161
    - **Percent Change:** +13%
      A 13% increase is proposed for Human Resources to support recruitment, employee development

programs, and ongoing workforce management in line with organizational growth. Exhibit (4) provides further details.

11. **Community Development**
    - **FY 24/25 Revised Budget:** $13,491,695
    - **FY 25/26 Proposed Budget:** $10,236,827
    - **Percent Change:** -24%
      The significant 24% reduction in Community Development is a result of completing large capital improvement projects and a focus on operational efficiencies. This reduction also reflects a strategic reallocation of resources to other pressing needs. Exhibit (4) provides further details.
12. **Public Works**
    - **FY 24/25 Revised Budget:** $24,860,641
    - **FY 25/26 Proposed Budget:** $33,963,936
    - **Percent Change:** +37%
      The Public Works budget sees a notable increase of 37%. This increase is driven by critical infrastructure maintenance and improvement projects, as well as the need to address growing demands in city services and maintenance due to development. Exhibit (4) provides further details.
13. **Community Services**
    - **FY 24/25 Revised Budget:** $25,725,589
    - **FY 25/26 Proposed Budget:** $26,325,594
    - **Percent Change:** +2%
      The Community Services budget is proposed to increase by 2%, supporting ongoing recreational and social service programs within the community. Exhibit (4) provides further details.
14. **Non-Departmental**
    - **FY 24/25 Revised Budget:** $15,189,515
    - **FY 25/26 Proposed Budget:** $14,324,381
    - **Percent Change:** -6%
      Non-departmental expenditures are expected to decrease by 6%. This decrease is primarily due to reduced contingency and transfer costs. Exhibit (4) provides further details.

V. Salaries and Benefits Overview:

The proposed Fiscal Year 2025-2026 budget includes salaries and benefits for a total of 388 full-time equivalent (FTE) positions across various departments, amounting to $62,788,594. This allocation reflects the City's continued commitment to providing competitive compensation while ensuring the effective delivery of essential services to the community. Exhibit (5) provides further details.

A breakdown of key departments shows the following:

- Public Works has the largest number of FTEs (125), with a proposed salary and benefits budget of $16,482,424, reflecting the department's critical role in maintaining the City’s infrastructure.
- Community Services follows with 102 FTEs, totaling $13,736,441, supporting programs vital to community engagement and well-being.
- Public Safety, with 30 FTEs, is allocated $4,311,900 to continue safeguarding the City.
- Other departments, such as Finance and City Manager, have substantial allocations reflecting their importance in financial oversight and strategic planning, amounting to $5,174,892 and $3,718,906, respectively.

The vacancy rate across all departments stands at 8%, with the most notable vacancies found in (I.S.) (25%), Public Works (14%), and Public Safety (13%). These vacancies represent opportunities for the City to address staffing needs and enhance service delivery in critical areas. Exhibit (6) provides further details.

While the City is managing vacancies effectively, continued efforts will be required to fill positions in key departments such as Public Works and I.S. to maintain operational efficiency.

Overall, the proposed salaries and benefits budget reflects a balanced approach to ensuring competitive compensation, maintaining a full workforce, and addressing the City's growing demands for services. The City Council's oversight will be essential in ensuring that the allocation remains aligned with service goals and financial stability.

Conclusion:

The City of Carson is positioned for a strong financial future in the Fiscal Year 2025-2026, with an 11% increase in total revenues, driven by stable growth in key revenue sources such as property tax, franchise tax, and utility users tax. While challenges persist in areas like fines and fees, the overall revenue outlook remains positive, ensuring a continued robust financial position. The General Fund Reserve remains healthy, providing a solid foundation for the City to navigate economic uncertainties.

On the expenditure side, the proposed budget reflects a strategic approach to funding essential services, with an emphasis on infrastructure, public safety, and community services. The budget ensures fiscal responsibility while addressing the growing demands of the City. Continued oversight from the City Council will be crucial in maintaining a sustainable budget that is adaptable to evolving economic conditions and responsive to the City's long-term goals.

Overall, the City's financial outlook for FY 2025-2026 is optimistic, and with prudent management, Carson will continue to thrive and meet the needs of its residents and businesses. The City Council's ongoing oversight and decision-making will ensure that the proposed budget remains sustainable, effective, and aligned with the City's vision for the future.

V. FISCAL IMPACT

The Operational Budget Revenue baseline was established at $155.3 million. The Operational Budget Expense was established at $154.9 million. The estimated surplus is budgeted at $346,971. The City Council's directives from this workshop will inform the drafting of the Fiscal Year 2025-2026 budget. A comprehensive set of exhibits accompanies this background document to provide detailed insights into various revenue streams and projections.

VI. EXHIBITS

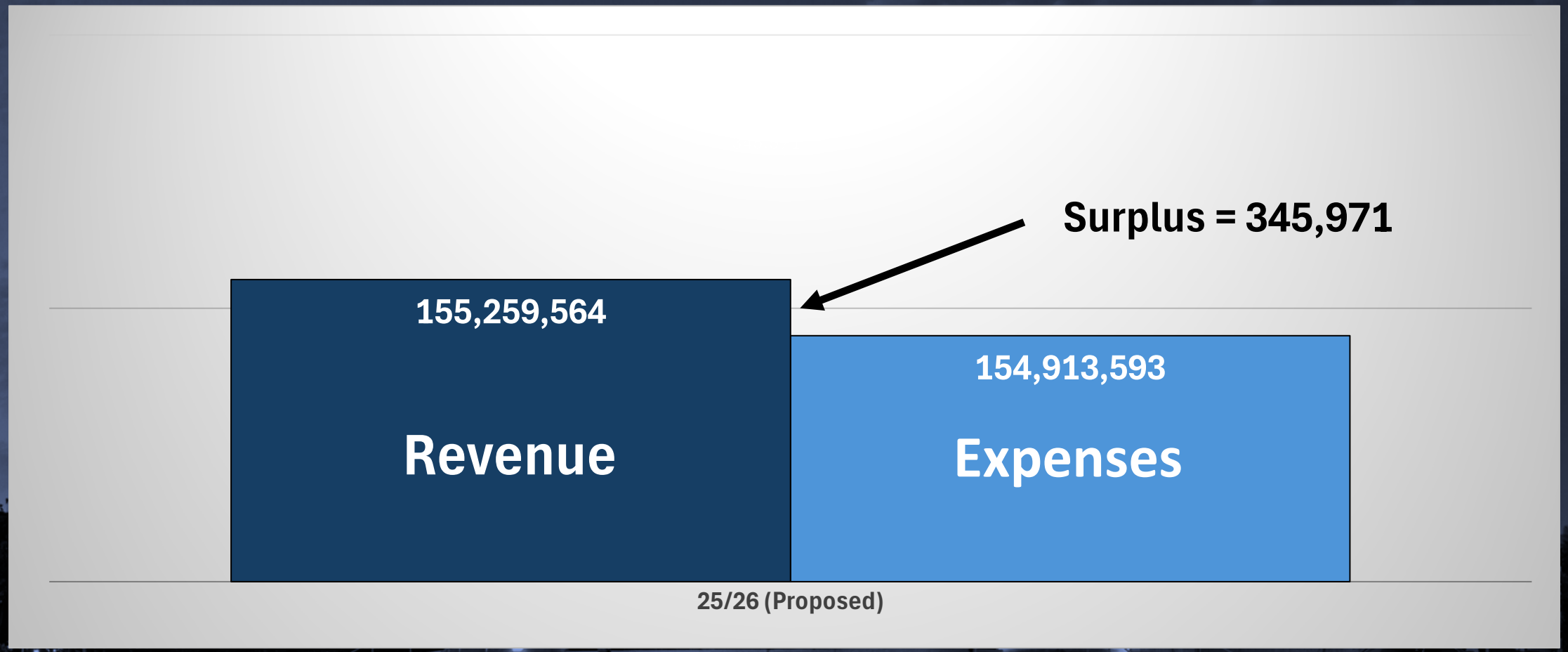
1. General Fund Balance
2. 2025-2026 Proposed General Fund Surplus
3. 2025-2026 Proposed Revenues
4. 2025-2026 Proposed Expenditures
5. 2025-2026 Proposed Salaries & Benefits
6. 2025-2026 Forecasted Vacancy Rate

Attachments

Exhibit No. 1- General Fund Balance.pdf
Exhibit No. 2-2025-2026 Proposed General Fund Surplus.pdf
Exhibit No. 3-2025-2026 Proposed Revenues.pdf
Exhibit No. 4- 2025-2026 Proposed Expenditures .pdf
Exhibit No. 5-2025-2026 Proposed Salaries & Benefit.pdf
Exhibit No. 6-2025-2026 Forecasted Vacancy Rate.pdf

General Fund Balance

FY 2025/2026 Proposed General Fund Surplus



FY 2025/2026 Proposed Revenue Budget

Revenue Source	FY 24/25 Adopted Budget	FY 25/26 Proposed Budget	24/25 Actuals	Percent +/-
Sales Tax	39,063,239	39,149,000	23,652,944	0.2%
Property Tax	22,521,901	25,594,667	13,899,554	14%
Franchise Tax	17,780,550	21,220,000	3,323,458	19%
Transaction User Tax (Measure K)	19,505,000	19,900,000	10,673,151	2%
Utility Users Tax	10,000,000	11,500,000	7,127,575	15%
Licenses and Permits	5,747,690	9,379,185	5,822,847	63%
Oil Business Tax	6,500,000	8,600,000	21,098,991	32%
Fines and Fees	8,165,350	6,985,455	5,426,465	-14%
Leases and Rents	3,061,657	3,371,098	4,370,212	10%
Transient Occupancy Tax	2,000,000	2,500,000	1,391,578	25%
Charges for Services	1,500,740	1,525,159	1,703,619	2%
Miscellaneous	4,412,407	5,535,000	5,788,510	25%
Totals	140,258,534	155,259,564	104,278,904	11%

Actuals as of March 31st

FY 2025/2026 Proposed City Expenditure

Department	FY 24/25 Revised Budget	FY 25/26 Proposed	24/25 Actuals	Percent +/-
City Council	1,130,043	1,242,058	774,531	10%
City Attorney Legal Services	3,940,000	3,900,000	3,895,886	-1%
City Clerk	1,783,072	1,712,550	986,378	-4%
City Treasurer	891,034	1,040,083	617,970	17%
City Manager	6,681,091	7,599,256	4,704,218	14%
I.S.P.M	3,341,649	3,869,223	1,582,454	16%
IT & Security	5,921,370	5,868,083	4,534,379	-1%
Public Safety	33,917,054	35,684,549	31,120,848	5%
Finance	5,689,392	6,280,892	3,600,969	10%
Human Resources	2,538,324	2,866,161	1,805,134	13%
Community Development	13,491,695	10,236,827	5,023,061	-24%
Public Works	24,860,641	33,963,936	19,284,755	37%
Community Services	25,725,589	26,325,594	17,838,855	2%
NonDepartmental	15,189,515	14,324,381	13,009,340	-6%
Totals	145,100,468	154,913,593	108,778,778	7%

FY 2025/2026 Proposed Salaries and Benefits

Department	FTE Count	Propsed FY25/26
City Council	5	993,858
City Clerk	6	1,023,450
City Treasury	5	911,412
City Manager	23	3,852,306
I.S.P.M	12	2,389,073
IT&Security	15	2,842,006
Public Safety	30	4,625,574
Finance	34	5,291,642
Human Resources	12	2,278,061
Community Development	19	2,793,617
Public Works	125	16,728,964
Community Services	102	19,058,631
Totals	388	62,788,594

FY 2025/2026 Forecasted Vacancy Rate

Department	FTE Count	FTE Filled	Vacancy	Vacancy Rate
City Council	5	5	0	-
City Clerk	6	6	0	-
City Treasury	5	5	0	-
City Manager	23	23	0	-
I.S.P.M	12	9	3	25%
IT & Security	15	15	0	-
Public Safety	30	26	4	13%
Finance	34	31	3	9%
Human Resources	12	12	0	-
Community Development	19	17	2	11%
Public Works	125	107	18	14%
Community Services	102	100	2	2%
Totals	388	356	32	8%

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

DISCUSSION 32.

To: Honorable Mayor and City Council

From: Sunny Soltani, City Attorney, Aleshire & Wynder, LLP

Subject: CONSIDER APPROVAL OF CITY ATTORNEY RATE INCREASE AND AMENDED AND RESTATED CONTRACT (CITY COUNCIL)

I. SUMMARY

This item is to authorize an increase in the hourly billing rates for the City Attorney's Office and approval of an amended and restated contract with Aleshire & Wynder, LLP.

II. RECOMMENDATION

1. AUTHORIZE an increase in the hourly billing rates for the City Attorney's Office to align compensation more closely with current market rates while remaining below the rates of other reputable public law firms; and
2. APPROVE the Amended and Restated Contract Services Agreement with Aleshire & Wynder, LLP.
3. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

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

IV. BACKGROUND

The City Attorney's Office has not received a base rate adjustment in four years. The last increase occurred in May of 2021, which was modest and did not bring the hourly rate in line with prevailing market standards at that time. Prior to 2021, the only other rate increase was seven years earlier which was only done to bring the City Attorney back to their then contract rates because their office had taken a voluntary rate reduction to financially assist the City in 2010.

Since 2021, the City has applied Consumer Price Index (CPI) increases to the rate. However, due to the initially low base rate, these incremental adjustments have not significantly narrowed the gap between Carson's rates and those charged by comparable public law firms or in-house legal departments in neighboring jurisdictions.

It is noteworthy that Carson is the legacy client of the City Attorney's firm, being one of the first clients represented when the firm was established. The firm remains committed to serving Carson with dedication and institutional knowledge and will always continue to be mindful of providing the City the best services with always competitive rates. Hence, the rates proposed herein are still below market. Nonetheless, to ensure the retention of high-quality legal talent and continued exceptional service, a rate adjustment is necessary at this time.

Below are the firm's proposed rates where the annual CPI adjustments will remain in the contract:

General Rate	**Associate**	$275-$295
	Partner (Depending on Partner)	$295-$325
Special Services / Litigation / City Risk Management/	**Associate**	$305-$325
	Partner (Depending on Partner)	$365-$385
Reimbursable (Depending on Complexity)*	**Attorneys**	$400-$700
	Paralegal/Law and Administrative Clerks	$215
Bond Financing (Non-contingent) (Depending on complexity)*	**Attorneys**	$500
	Paralegal/Law Clerks	$215
Paralegal		$195
Law Clerk		$195
Administrative Clerk		$125
***Complexity level assessed by City Attorney.**		

For comparison purposes, the firm's current rates are below:

General Rates: $237 blended

Specialty Rates: Partners at $308 and Associates at $274

For context, the current rates charged by other reputable public law firms are as follows:

- Best Best & Krieger LLP (BB&K): Regular rates for cities they represent range from $305 to $475 per hour for partners, with some rates exceeding this range depending on the attorney's experience and the complexity of the matter. For example, these are their current rates in the City of Santa Ana:
  - $345 per hour for general work
  - $304 to $438 per hour for specialty work depending on the work and attorney

- The Public Law Group's recent rate proposals range:
  - For general work Partners - $375/hr to associate $330/hr. for associates Paralegals - $205/hr.
  - For specialty work Partners - $400-$495/hr. and for associate $350-$425/hr.
  - Paralegals - $225/hr.

- Other public law firms, such as Richards, Watson & Gershon, Colantuono, Highsmith & Whatley, and Burke, Williams & Sorensen, also bill within or above this range.
  - For example, the Colantuono firm, which is special counsel to the City of Carson, charges rates of over $405 per hour
  - And the law firm of Greenberg Trauig's hourly rates are over $1,250 per hour.

- Even in-house city attorney operations in neighboring cities operate at cost levels higher than Carson's current legal spending: City of Torrance legal budget is well over $4.5M and Compton varies from $10M to $16M.

Aleshire & Wynder has consistently delivered services below their budget between $1.5M to $2.9M depending on the volume and complexity of the litigation within the City at the given time. As demonstrated, Carson's legal budget remains significantly lower than those of neighboring jurisdictions despite increasing legal demands and the complexity of the issues involved.

The City Council is requested to approve the Amended and Restated Contract Services Agreement with Aleshire & Wynder, LLP (Exhibit No. 1).

V. FISCAL IMPACT

The City is currently experiencing a period of unprecedented litigation, impacting the legal services budget. Notable cases include the Cam Carson litigation, set for trial in September, as well as other major matters currently on appeal related to the City's oil tax. Given this extraordinary level of litigation, the anticipated budget impact of the proposed rate adjustment for the fiscal year 25/26 is estimated to be between $500,000 and $600,000. However, many of these high-impact cases are approaching resolution. Consequently, moving forward, the impact of the new rates is expected to stabilize around $300,000 annually, assuming typical litigation volumes.

VI. EXHIBITS

1. Amended and Restated Contract Services Agreement with Aleshire & Wynder, LLP

Attachments

Amended and Restated Contract Services Agreement with Aleshire & Wynder, LLP

AMENDED AND RESTATED
CONTRACT SERVICES AGREEMENT
FOR CITY ATTORNEY SERVICES

This Amended and Restated Contract Services Agreement replace that certain Contract Services Agreement and amendments thereto (herein the "Amended & Restated Agreement" or "Agreement"), is effective as of the 15th day of April, 2025 ("Effective Date"), by and between the City of Carson, a charter city and municipal corporation (herein the "Client"), and Aleshire & Wynder, LLP, a California limited liability partnership (hereinafter referred to as "A&W").

RECITALS

A. Client has previously retained A&W pursuant to the terms and conditions of that certain CONTRACT SERVICES AGREEMENT (the "Original Agreement") dated on or about June 17, 2008.

B. On December 1, 2014, Client and A&W entered into an amendment of the Original Agreement ("Amendment No. 1") to formally appoint Sunny K. Soltani as the City Attorney, and as general counsel to all affiliated entities, and to minimally increase some of A&W's hourly billing rates.

C. On May 5, 2015, Client and A&W entered into another amendment of the Original Agreement ("Amendment No. 2") to account for specialized billing associated with highly complex legal services related to the National Football League stadium development project.

D. On May 18, 2021, Client and A&W entered into another amendment of the Original Agreement ("Amendment No. 3") to increase A&W's hourly billing rates minimally again and after 7 years of receiving no increases and to include a CPI rate adjustment provision.

E. A&W has not had a base rate increase in 4 years other than CPI rate adjustments on rates which were substantially below market. This proposed hourly billing rate increase will assist with A&W'S rates becoming more competitive with market.

F. The parties hereto desire to increase A&W'S billing rates from the Effective Date and replace the Original Agreement, as amended, so that this Amended & Restated Agreement shall supersede such agreement in every respect as of the Effective Date .

TERMS

1. Term. The term of this Agreement shall commence on April 15, 2025, and shall continue in full force and effect until terminated in accordance with Section 19 hereof.

2. Scope of Services. A&W shall provide City Attorney services ("Services") to the Client and its affiliated public entities as set forth in Exhibit "A" of this Amended and Restated Agreement. The Client hereby designates Sunny K. Soltani as the City Attorney and General

Counsel to affiliated entities.

Notwithstanding the foregoing appointment, the designated City Attorney may be established from time to time or modified by resolution of the City Council. A&W represents that it employs, or will employ at its own expense, all personnel required for the satisfactory performance of any and all tasks and services set forth herein. A&W shall not replace the designated City Attorney without the City Council's prior approval, except from time to time as necessary due to illness or vacation scheduling. City Attorney may appoint various deputy city attorneys as deemed appropriate, without the need for amendment hereof. The parties agree A&W will immediately remove any deputy or other A&W employee upon the Client's request in its sole discretion and for any or no reason and will promptly replace that individual as necessary.

3. Compensation. Client agrees to pay fees for the Services provided by A&W in accordance with the fee structure set forth in Exhibit "B", which is attached hereto and incorporated herein by reference. In addition, the Client shall reimburse A&W for reasonable and necessary expenses incurred by it in the performance of the Services under this Agreement in accordance with the expense reimbursement structure set forth in Exhibit "B."

4. Billing. A&W shall submit monthly to the Client a detailed statement of fees, costs, and expenses for Services, in accordance with A&W's Statement of Billing Practices set forth in Exhibit "C", which is attached hereto and incorporated herein by reference. Payments shall be made by Client within thirty (30) days of receipt of the statement with a check made out to the following address:

ALESHIRE & WYNDER, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614

5. Estimates. A&W may from time to time, for Client's convenience or at Client's request, furnish Client with budgets or estimates of the amounts of fees or costs which A&W anticipate may be incurred for services performed by A&W. Such estimates and budgets are by their nature inexact and speculative as they are subject to many factors outside of A&W's control and ability to foresee and should not be viewed as binding on A&W or a limitation or "cap" on the fees or costs for which Client will be responsible and that Client is obligated to pay under this Agreement.

6. Client and A&W Responsibilities. It will be A&W's responsibility to perform the legal services identified in this Amended & Restated Agreement, to take reasonable steps to keep Client informed regarding the status of the engagement and to respond promptly to Client's inquiries and communications. The performance of A&W's services will necessarily include activities outside of Client's immediate presence and may include, depending on the type of matter and without limitation, such things as the review and drafting of documents, negotiating, legal research, factual investigation, preparation of pleadings and other documents, conducting and opposing discovery and appearances before courts, administrative bodies or other tribunals.

It will be Client's responsibility to cooperate fully with A&W by, among other things, providing A&W with relevant information and documents and Client making its

representatives reasonably available for consultation, interviews and attendance at court, arbitration or discovery proceedings. Furthermore, it will be Client's responsibility to keep A&W fully informed of material developments and to abide by this Agreement.

Unless Client requests and A&W agree in writing, or unless expressly contemplated by the rendering of the foregoing legal services, Client will be exclusively responsible for (i) providing A&W with any factual information that may be necessary for A&W to perform the foregoing legal services or that A&W may otherwise request and (ii) confirming the completeness and accuracy of all such information. In addition to the foregoing responsibilities, Client will also be responsible for promptly advising A&W whether any document A&W have prepared, received or sent to Client for approval or review reflects and is consistent with the principal terms of any proposed transaction, general litigation strategy or other expectations, as the case may be.

7. Disclaimer of Guarantee. From time to time through the course of A&W's representation of Client, A&W may express beliefs concerning the merits or effectiveness of various strategies and courses of action, of any particular action, strategy or language or of the overall prospects, strengths or weaknesses of the Client's matter. A&W may also express beliefs as to the amount of fees and costs which may be incurred by Client in connection with specific matters either to take it to its conclusion or to achieve certain interim goals. However, A&W has not and will not make any promises or give any guarantees regarding the ultimate success or outcome of a matter or of any particular strategy or course of conduct or of what the ultimate fees and costs might be. Any statements on such topics by A&W attorneys are not intended, nor should they be construed, as any such promise or guarantee and Client acknowledges and agrees that Client will not deem them to be such. Moreover, unless otherwise specifically agreed in writing, Client's payment obligation with respect to A&W's fees and expenses are not contingent upon any particular outcome of any matter or the fact of its completion.

8. Time of Performance. Services shall be performed expeditiously in the time frames as directed by the Client.

9. Attorney-Client Privilege. Confidential communications between the Client and A&W shall be covered by the attorney-client privilege. As used in this section, "confidential communication" means information transmitted between the Client and A&W in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which A&W is consulted, and includes any legal opinion formed and advice given by A&W in the course of this relationship.

10. Independent Contractor. A&W shall perform all legal services required under this Agreement as an independent contractor of Client, and shall remain, at all times as to Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither Client, nor any of its employees, shall have any control over the manner, mode, or means by which A&W, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. Client shall have no voice in the selection, discharge, supervision or control of A&W employees, servants, representatives, or agents, or in fixing their number,

compensation, or hours of service, except as otherwise set forth in this Agreement.

A&W shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that A&W and its employees, agents, and representatives shall in no event be entitled to any Client benefits to which Client employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave, or other benefits.

11. Consent to Use of Electronic Communications. In connection with A&W's work on Client's behalf, A&W may communicate with Client or others via e-mail, facsimile transmission or other forms of electronic communication, some of which may be stored or retained in the "cloud" or in a facility outside of A&W offices. Similarly, A&W may use third-party vendors to support A&W general operations, including vendors that provide services such as offsite records storage, document destruction, data centers, and security services, some of which use similar modes of communication and/or have a "cloud" infrastructure. These types of transmission and storage can be vulnerable to being intercepted, read, disclosed to or otherwise used by unintended third-parties. Further, such communications are vulnerable to destructive electronic programs (for example, so-called "viruses"). A&W specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure of e-mail, facsimile transmissions or any other forms of electronic communication, or for their unauthorized use or failed delivery, or for their infection by destructive programs, transmitted by or to Client or A&W in connection with the performance of this Agreement. Notwithstanding this, Client acknowledges and accepts the risks inherent in such communications or their manner of retention and authorize A&W and its vendors to use electronic means to communicate and further agrees that A&W shall have no liability for any loss or damage to any person or entity resulting from the use of these electronic communications or the manner or place of their retention.

12. Marketing and Promotion by A&W. Consistent with A&W's professional and ethical obligations, A&W will always protect nonpublic, confidential information related to Client's representation. However, from time to time, it may be helpful for A&W to be able to list or display client names and logos, as well as to describe A&W's legal experience and expertise to assist others in choosing counsel or for other business reasons. By way of example only, A&W attorneys sometimes refer to clients they represent in publications, the media, presentations, as well as in A&W's marketing materials, including A&W's website, brochures, award submissions and other promotions. Accordingly, by signing this Agreement, Client confirms that Client authorizes A&W, unless Client specifically instructs A&W in writing to the contrary, to disclose to third-parties information related to A&W's representation of Client that is not of a confidential nature.

13. Insurance. A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Client, during the entire term of this Agreement, including any extension thereof, the following policies of insurance. A&W shall provide Client, not later than the effective date of this Agreement, certificates of insurance and an underwriter's endorsement for each coverage mentioned below. A&W shall also provide Client with new certificates of insurance if any changes in coverage or carriers is made, within 30 days of any such change. A description of said categories of insurance and amounts of coverage is set forth in Exhibit "D", which is attached

hereto and incorporated herein by reference.

14. Indemnification.

14.1 A&W Indemnification of Client. A&W agrees to indemnify Client, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of A&W, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of A&W hereunder, or arising from A&W's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Client, its officers, agents or employees.

14.2 Client Indemnification of A&W. Client agrees to defend and indemnify A&W, its officers, employees and agents against and will hold and save each of them harmless from, any and all claims or liabilities that may be asserted or claims by any person, firm or entity arising out of or in connection with the engagement of A&W to perform its Services pursuant to this Agreement, operations or activities of A&W within the course and scope of its performance hereunder, but nothing herein shall require Client to indemnify A&W for liability arising from its own negligence or alleged negligence. In connection herewith: (i) Client will promptly provide a defense and pay any judgment rendered against the Client, its officers, agency or employees for any such claims or liabilities arising out of or in connection with such work, operations or activities of Client hereunder; and (ii) in the event A&W, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Client for such damages or other claims solely arising out of or in connection with the work operation or activities of Client hereunder, Client agrees to pay to A&W, its officers, agents or employees any and all costs and expenses incurred by attorneys, its officers, agents or employees in such action or proceeding, including, but not limited to, legal costs and attorneys' fees.

15. Resolution of Fee Disputes. If a dispute between the Parties arises over fees or other amounts charged to Client for Services and the dispute cannot be resolved informally between the Parties, the matter will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code sections 6200 through 6206. The arbitrator or arbitration panel will have the authority to award to the prevailing party in such arbitration attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service will not be required.

16. Notices. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed two (2) consecutive business days following the deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Client	David C Roberts, Jr. / City Manager City of Carson 701 E. Carson St Carson, CA 90745
A&W	Sunny K. Soltani Aleshire & Wynder, LLP 1 Park Plaza, Suite 1000 Irvine, CA 92614

Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

17. Non-Discrimination. In connection with the performance of this Agreement, A&W agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of all relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, A&W certifies and agrees that all persons employed by A&W, its affiliates, subsidiaries and related entities, if any, will be treated equally by A&W, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law.

18. Amendment. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.

19. Termination of Agreement. This Agreement may be terminated at any time upon thirty (30) days' prior written notice from either party, with or without cause. In the event of such termination, A&W shall be paid for all fees and costs for Services authorized by the Client and performed up through and including the effective date of termination. A&W shall deliver all records of Client to Client, or to counsel designated by Client, and assist to the fullest extent possible in the orderly transition of all pending matters to Client's new counsel. A&W shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

20. Ownership of Records. In the course of A&W's representation of Client, A&W is likely to generate or come into possession of copies or originals of documents or other materials, such as correspondence, Client records, pleadings, transcripts, exhibits, physical evidence and other items reasonably necessary to Client's representation (collectively, "Client Files"). All Client Files shall be and remain the property of Client. The Client shall have access to and the right to examine all books, documents, papers and records of A&W involving transactions and work related to this Agreement during the term of this Agreement. During the term of this Agreement, and also upon the conclusion of A&W services, termination of the Agreement or thereafter for a period of 5 years, A&W will deliver to Client, at Client's expense, Client Files if so requested by Client in writing; however, Client agrees that A&W may, at its own expense, make copies of some or all of Client Files at any time and, further, Client agrees that A&W is under no obligation to deliver the original or copies of Client Files to more than one signatory of this Agreement. Client also acknowledges and agrees that, to the extent permitted by applicable law and ethical rules,

A&W's own internal files (including, without limitation, retention and conflict waiver documentation, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records and related documents) and A&W attorney work product (including, without limitation, all internal e-mails, drafts, notes, legal memoranda and other legal and factual research, including investigative reports, reflecting our opinions and mental impressions) pertaining to Client are exclusively the A&W's property, are not considered part of Client Files and A&W may destroy or otherwise dispose of all or part of our files upon the conclusion of A&W services as A&W deems appropriate and at A&W's sole discretion.

A&W will retain Client Files in digital or non-digital form, or a combination thereof, for a period of no less than 5 years after the conclusion of A&W's services or termination of this Agreement, though duplicative copies of data, documents and other materials may be discarded at any time. If Client does not request, in writing, the return of Client Files prior to the end of such 5-year period, Client agrees that A&W will have no further obligation to retain them, are relieved of any responsibility to Client with respect to them and may, in A&W's sole discretion, destroy or discard them, without further notice to Client. However, notwithstanding the foregoing, some paper and digital files, including e-mails, generated in connection with Client's representation may be retained for only a very limited period after generation or receipt during the course of the A&W's representation of Client and Client acknowledge that A&W is under no obligation at any time to preserve such documents and digital files.

21. Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in the County of Los Angeles.

22. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

23. Counterparts. This Agreement may be signed in 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.

24. Conflict of Interest. A&W represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any legal representation which is in conflict with the legal services to be provided the Client under this Agreement. However, A&W may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Client, and A&W reserves the right to represent such clients in matters not connected with its representation of the Client. A&W shall promptly disclose to the Client any such actual or potential conflict immediately wherever the same shall arise or come to the attention of A&W. If a potential conflict of interest arises in A&W's representation of two clients, if such conflict is only speculative or minor, A&W shall seek waivers from each client with regards to such representation. However, if actual conflicts exist, A&W would withdraw from representing either client in the matter and assist them in obtaining outside special counsel. Attached hereto and incorporated herein is Exhibit "E" which is a conflict waiver with City of Compton which A&W represents.

25. Subcontracting or Assignment. The experience, knowledge, capability and reputation of A&W, its partners, associates, and employees, was a substantial inducement for Client to enter into this Agreement. Therefore, A&W shall not contract with any other person or entity to perform, in whole or in part, the legal services required under this Agreement without the prior written approval of Client. 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 Client. Adding attorneys to A&W, changes in the partnership, name changes and similar changes shall not be deemed a transfer or assignment requiring approval of Client or amendment hereof.

26. Attorneys' Fees. The Parties acknowledge and agree that each will bear its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled. Client agrees and acknowledges that A&W is entitled to represent itself on all legal matters and the actual time incurred by members of A&W at A&W's standard hourly private rates then in effect. The rates are deemed reasonable for collection or for other purposes.

27. Severability. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

28. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, including the Original Agreement. Amendment No. 1, Amendment No. 2 and Amendment No. 3.

29. Authority to Execute. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

[signatures on following page]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date stated below for execution by the Mayor.

CITY OF CARSON,
a municipal corporation

Dated: _____ By: _____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

ALESHIRE & WYNDER, LLP

Dated: _____ By: _____
Sunny K. Soltani, Managing Partner

[END OF SIGNATURES]

EXHIBIT "A"
SCOPE OF SERVICES

A&W shall provide general and special legal services to the City of Carson and all its affiliated entities as set forth herein.

1. General Legal Services shall include all services provided to Client that are not otherwise specifically identified below as either Special Legal Services, Third Party Reimbursable Legal Services, or Public Finance Legal Services ("General Legal Services").

2. Special Legal Services shall include the following types of services:

- Litigation and formal administrative or other adjudicatory hearing matters
- Labor relations and employment/personnel matters
- Real estate matters (e.g. CC&R's, deed or title work)
- Land acquisition and disposal matters (including pre-condemnation)
- Successor Agency and housing matters
- Taxes, fees and charges matters (e.g. Prop. 218 & Mitigation Fee Act)
- Public construction disputes
- Non-routine contract negotiation matters (including non-A&W model agreements and franchise agreements)
- Public finance/bond services/assessment districts
- Disciplinary actions or hearings
- Risk management
- Code enforcement
- Cable television and telecommunications
- Refuse and Recycling
- Franchising
- Enterprise activities
- Non-routine land use and development matters (including general

plan updates

- Williamson Act issues, annexations and development agreements
- Environmental matters (e.g. CEQA, NEPA, endangered species, Oil Issues)
- Water law matters
- Tax and ERISA related matters
- Toxic substances matters (e.g. CERCLA, RCRA)
- Technology
- Public utility matters (e.g. electric, natural gas, telecommunications, water, rail or transit that involve state or federal regulatory issues)
- Renewable energy and energy efficiency project contracts and power purchase agreements
- Public Research Request
- Intergovernmental Relations and Advocacy efforts (e.g. legislative and regulatory representation) at the federal and state level
- Election law matters, including election law litigation
- Other matters City Attorney deems complex and or specialty issues

3. Third Party Reimbursable Legal Services:

Third Party Reimbursable Legal Services shall include legal services to the Client where there is an opportunity to obtain recovery through a private party such as a developer or a contract reimbursement provisions. These reimbursable legal services include, but are not limited to, negotiation and review of development agreements, planning entitlements, review of CC&Rs; establishment of financing districts (i.e., Community Facilities Districts; Assessment Districts; Landscape and Lighting Maintenance Districts); the processing of land use/environmental projects for which the Client is entitled to reimbursement, as well as defending any challenges to project entitlements or any dispute or litigation related to such reimbursable legal services or any other litigation which has the potential of reimbursement.

EXHIBIT "B"

FEE ARRANGEMENT

General Rate	**Associate**	$275-$295
	Partner (Depending on Partner)	$295-$325
Special Services / Litigation / City Risk Management/	**Associate**	$305-$325
	Partner (Depending on Partner)	$365-$385
Reimbursable (Depending on Complexity)*	**Attorneys**	$400-$700
	Paralegal/Law and Administrative Clerks	$215
Bond Financing (Non-contingent) (Depending on complexity)*	**Attorneys**	$500
	Paralegal/Law Clerks	$215
Paralegal		$195
Law Clerk		$195
Administrative Clerk		$125
***Complexity level assessed by City Attorney.**		

1. Rate Adjustments

Starting July 1, 2026, and each July 1 thereafter, there will be an annual cost of living adjustment, rounded to the nearest dollar. The cost of living adjustment shall be set by the most recent 12-month Consumer Price Index for all urban consumers ("CPI-U") for the Los Angeles – Long Beach – Anaheim Area, as published by the United States Government Bureau of Labor Statistics or 4%, whichever is higher, rounded to the nearest dollar.

In addition to CPI adjustments, our general rate structure may be increased from time to time and is usually adjusted at the beginning of each calendar year (i.e. January 1), with written documentation confirming the same to the City Manager.

2. Monthly Statements

A&W will provide the Client a monthly statement for fees, costs, and expenses incurred as described above. Payments shall be made by Client within thirty (30) days of receipt of the statement; except for those specific items on an invoice which are contested or questioned and are returned by Client with a written explanation of the question or contest, such payment for the specific items shall be made by Client within thirty (30) days of receipt of a corrected invoice.

3. Reimbursable Expenses

In addition to the hourly rates, A&W shall be reimbursed for out-of-pocket expenses, without any markup, such as travel costs including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals in connection with administrative or judicial proceedings, and when traveling on behalf of the Client other than to Client's main office for other than City Council meetings or regular office hours; consultants and other outside experts who are retained after Client consultation and receipt of the Client's prior written approval; charges for long distance telephone and facsimile charges; postage and extraordinary mail costs (e.g. courier, overnight and express delivery); document reproduction costs ($0.25 per page); staff overtime when necessitated by Client's work; computerized research and artificial intelligence services utilized in furtherance of providing Services; discovery costs including use of e-discovery technology and software (e.g Lexis or Westlaw); services provided secretaries, document clerks and file clerks as may be needed including, organizing files and documents in preparation of administrative records for administrative and judicial proceedings or other Client matters; and litigation costs including court fees, deposition-related costs, reporter fees, and transcript fees.

EXHIBIT "C"
STATEMENT OF BILLING PRACTICES

A&W charges on an hourly basis for all time actually spent on behalf of a client. A&W bills in increments of 6 minutes (0.1 of an hour). When costs are split among clients, the total amount of time spent on the project is divided evenly by the number of clients contributing, and each client is billed the applicable share.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All undisputed bills are expected to be paid within thirty (30) days of the date of the billing statement.

Unless otherwise agreed in writing, A&W billing statements will provide a description of the tasks performed by each attorney working on a matter, set out in increments of 6 minutes and normally rounded up to the nearest 0.1 of an hour. A&W's customary practice is for each timekeeper to aggregate his or her activities performed on a given matter during a particular day and to provide only a general description of those activities without identifying how much time was spent on each particular task (i.e., time is not broken out for individual tasks where more than one task is performed in a block of time). Client specifically agrees that this practice is permitted.

The activities for which Client will be charged include, without limitation: telephone and office conferences with Client or with other counsel, witnesses, consultants, court personnel and others; conferences among A&W's legal and administrative professionals and staff; factual investigation; legal research; responding to your requests for A&W to prepare estimates or budgets or to provide information to auditors in connection with reviews or audits of financial statements; drafting of letters, agreements, pleadings, briefs, memoranda and other documents and analyses; traveling; appearing in court; preparing for and attending meetings, depositions, court or arbitration hearings and other discovery proceedings; and responding to third-party discovery requests, including document or deposition subpoenas, addressed to A&W which relate to the services we performed for Client, even if served after the termination of our services to Client. Moreover, A&W may, in its good faith discretion, use multiple personnel, including multiple attorneys, on the same or similar activities and may charge for each individual involved in such activities.

In the absence of any written objection by Client, within 20 days of receipt of any billing statements received from A&W, Client will be deemed to have accepted and acknowledged the statement as correct through the period covered by the statement, and the statement may not be subject to further adjustment. Therefore, if Client should have questions about, or objections to, a monthly statement, services or charges, then Client must raise them within this 20-day time period for discussion and resolution. If Client objects to only a portion of the charges on a statement, then Client agrees to pay in a timely manner the remainder, which payment will not constitute a waiver of Client objections. In the event A&W receives a payment from Client at a time when more than one statement is outstanding on any one or more of Client matters, A&W, at its sole discretion, may apply that payment to any such open statement(s) absent clear written direction from Client on how to apply the payment.

Client agrees that if any fees or costs billed to Client are not paid in a timely manner, A&W may withdraw as counsel at any time consistent with our obligations under applicable rules of professional conduct. In addition, Client will be charged, and Client agrees to pay, interest in the amount of 12% per annum (or such lesser rate as may be required by law) on any outstanding statement that has not been paid within 30 days of receipt. If A&W elects not to impose or enforce its right to this interest charge or any other monetary obligation on any particular occasion or with respect to one or more specific billing statements, that election shall not constitute any manner of waiver, forfeiture or relinquishment of A&W's rights or remedies as to that interest charge or other monetary obligation, or any other interest charge or monetary obligation, including, without limitation, interest charges in connection with any other billing statement. Client further agrees that A&W, at its sole option, may at any time conduct a credit investigation (including, without limitation, requesting a consumer report or an investigative consumer report) regarding Client and/or any related person or entity.

Please note that if any aspect or portion of Client's payment obligations to A&W pursuant to this Agreement, in whole or in part, is made contingent upon any occurrence or other event, including, without limitation, the outcome of a certain matter, project, or assignment, the terms of such contingent fee arrangement are not set by law but rather are negotiable between Client and A&W, and Client acknowledges and agrees that the terms of all such contingent payment obligations have been negotiated between Client and A&W.

EXHIBIT "D"
INSURANCE COVERAGE

A&W shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Client, during the entire term of this Agreement, including any extension thereof, the following policies of insurance. A&W shall provide Client, not later than the effective date of this Agreement, certificates of insurance and an underwriter's endorsement for each coverage mentioned below. A&W shall also provide Client with new certificates of insurance if any changes in coverage or carriers is made, within 30 days of any such change:

(a) Comprehensive General Liability Insurance. Insurance written on a per occurrence basis to protect A&W and the Client against liability or claims of liability which may arise out of this order in the amount of two million ($2,000,000) per occurrence and subject to an annual aggregate of four million ($4,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy.

(b) Workers' Compensation Insurance. For all of A&W's employees who will provide services under this Agreement and to the extent required by applicable State or federal law, A&W shall keep in full force and affect a Workers' Compensation policy. That policy shall provide a minimum of one million ($1,000,000) of employers' liability coverage, and A&W shall provide an endorsement that the insurer waives the right of subrogation against the Client and its respective officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against the Client by a bona fide employee of A&W participating under this Agreement, A&W agrees to defend and indemnify the Client from such claim.

(c) Automobile Insurance. A&W shall also procure and shall maintain during the term of this Agreement vehicle liability insurance in an amount not less than $1,000,000 for injuries, including accidental death, to any one person, and subject to the same minimum for each person, in an amount not less than $1,000,000 for each accident, and property damage insurance in an amount of not less than $1,000,000. Said policy shall include coverage for owner, non-owner, leased and hired cars.

(d) Professional Liability and Errors and Omissions Insurance. For all of A&W's employees who will provide services under this Agreement, A&W shall keep in full force and effect Professional Liability coverage for professional liability with a limit of two Million ($2,000,000) per claim and five Million ($5,000,000) annual aggregate. A&W shall ensure both that: (1) the policy effective date is on or before the date of commencement of the services under the Agreement; and (2) the policy will be maintained in force for a period of time defined above, there will be no changes or endorsements to the policy that increase the Client's exposure to loss.

Except for the policy of professional liability insurance, all of the above policies of insurance shall be primary insurance. For all policies, the insurer shall waive all rights of subrogation and contribution it may have against the Client, its officials, officers, employees and agents and their respective insurers. Except for the policy of professional liability insurance, all of

said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the Client.

In the event any of said policies of insurance are cancelled, A&W shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the Client. Failure to do so is cause for termination. A&W is solely responsible for the payment of or costs associated with any premiums, deductibles or self-insurance retentions. A&W's insurance coverage shall not limit A&W's potential liabilities for obligations arising under or related to this Agreement. A&W will ensure insurance is placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Client.

EXHIBIT "E"
CONFLICT WAIVER

David C. Roberts, City Manager
City of Carson
701 E. Carson St.
Carson, CA 90745
E-Mail: DRoberts@carsonca.gov

Re: **Conflict Waiver Letter Re: City of Compton**

Dear Mr. Roberts:

As you know, our Firm serves as legal counsel for a number of cities across the State of California, including the City of Compton. I do not believe the interests of Carson are at odds with the interests of the City of Compton and do not foresee that changing. Nonetheless, given the proximity of the cities, there may arise a situation in the future that could be perceived a conflict under rules of professional conduct.

The following correspondence describes potential conflicts of interest that might arise and requests a waiver of such conflicts as well as an action plan if an actual conflict should arise.

This information is provided in context with Rule 1.7 of the California State Bar Rules of Professional Conduct. This Rule states as follows:

> "Rule 1.7 Conflict of Interest: Current Clients (Rule Approved by the Supreme Court, Effective November 1, 2018)
>
> (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
>
> (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.
>
> (c) Even when a significant risk requiring a lawyer to comply with paragraph (b) is not present, a lawyer shall not represent a client without written disclosure of the relationship to the client and compliance with paragraph (d) where: (1) the lawyer has, or knows that another lawyer in the lawyer's firm has, a legal, business, financial, professional, or personal relationship with or responsibility to a party or witness in the same matter; or (2) the lawyer knows or reasonably should know that another party's lawyer is a spouse, parent, child, or sibling of the lawyer, lives with the lawyer, is a client of the lawyer or

another lawyer in the lawyer's firm, or has an intimate personal relationship with the lawyer.

(d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), and (c), and: (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client; (2) the representation is not prohibited by law; and (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

(e) For purposes of this rule, "matter" includes any judicial or other proceeding, application, request for a ruling or other determination, contract, transaction, claim, controversy, investigation, charge, accusation, arrest, or other deliberation, decision, or action that is focused on the interests of specific persons, or a discrete and identifiable class of persons."

OUR REPRESENTATION

If in an unlikely scenario a dispute or conflict of interest develops between Carson and Compton, we will take all necessary steps to eliminate such conflict. These, depending on the situation, may include reassignment of handling attorneys, ethical walls being created and maintained, and or partial or full withdrawal from representation in a particular matter. Please be advised that in the event that we can no longer represent one or any of the cities in such particular matter, they each may need to employ replacement counsel for that matter.

YOUR CONSENT

If you are in agreement with this arrangement, this consent letter needs to be executed. It is understood that this consent letter will not waive any protection that you may have with regard to attorney-client communications with us. Those communications will remain confidential and will not be disclosed to any third party without your consent.

We believe we have provided you with a sufficiently detailed description of the work involved in this matter for obtaining informed written consent. However, if you believe that there is any other information that you or I need to have before such consent can be granted, please let me know immediately.

In the event that circumstances change, or we become aware of new information that requires a new consent from the parties, you will be notified of that fact immediately, and continued representation will be subject to the informed written consent of involved parties.

Lastly, you are entitled to and should consider obtaining an independent legal opinion regarding the advisability of signing this consent letter.

Your execution of this consent form will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct

previously quoted in this letter.

In you have any questions, please do not hesitate to contact Sunny K. Soltani at ssoltani@awattorneys.com (949) 533 – 8155.

Sincerely,

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Managing Partner

AGREED TO AND ACCEPTED BY:

CITY OF CARSON

_____

David C. Roberts
City Manager

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

DISCUSSION 33.

To: Honorable Mayor and City Council

From: Sunny Soltani, City Attorney, Aleshire & Wynder, LLP

Subject: CONSIDER RESOLUTION 25-059 APPROVING THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT (CITY COUNCIL)

I. SUMMARY

Attached for the City Council's review is Amendment No. 3 between the City of Carson and David C. Roberts, Jr. for the position of City Manager. The contract amendment is attached to the resolution in Exhibit No. 4.

II. RECOMMENDATION

1. ADOPT Resolution 25-059 approving the proposed Amendment No. 3 to the City Manager Employment Agreement.
2. AUTHORIZE the Mayor to execute the agreement with Mr. David C. Roberts, Jr. following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action deemed appropriate by the City Council and consistent with applicable law.

IV. BACKGROUND

David C. Roberts, Jr., began his public administration career in 2007 in the field of Human Resources. Since then, he has held various executive management positions with multiple public agencies. His experience combines over 25 years of federal, public, and private sector experience in the fields of Public Works, Administration (Human Resources & Finance), Public Safety (Police & Fire), Community Services, Information Technology, Public Information and Community Development while having worked with Elected Officials and leaders in various communities. Mr. Roberts holds a Bachelor of Arts Degree in Sociology. He is currently working on his Doctorate Degree in Ministry (Chaplaincy).

Mr. Roberts was appointed as the Carson City Manager beginning February 16, 2022, pursuant to an employment agreement ("Agreement"). On September 20, 2022, the City Council and the City Manager entered into the First Amendment to the City Manager Employment Agreement regarding his severance pay. On March 7, 2023, the City Council and the City Manager entered into the Second Amendment to the City Manager Employment Agreement ("Second Amendment") regarding new salary increases, a one-time lump sum payment , and fringe benefit levels equivalent to all Executive Management Employees.

The City Council and the City Manager desire to enter into a Third Amendment to the City Manager Employment Agreement to address the following:

- Salary: Continue the base salary of $353,496 per year, but provide (i) a lump sum payment equal to 6% of the base salary (equivalent to $21,209.76) for the FY 2024/25, (ii) a lump sum payment equal to 4% of the base salary (equivalent to $14,139.84) for the FY 2025/26, and (iii) a lump sum payment equal to 4% of the base salary (equivalent to $14,139.84) for the FY 2026/27.
- Severance Pay: Continue the severance pay of 9 months' severance in the event the City Manager is terminated without cause, but make clarifying edits.
- Automobile Allowance: Increase the allowance from $600/month to $700/month.
- Deferred Compensation: Continue existing deferred compensation plan (457(b)) that allows the City Manager to participate in the plan at his own cost and expense, with up to $6,000/year in matching contributions by the City, and to provide a new deferred compensation plan (401(a)) that allows the City Manager to participate in the plan at his own cost and expense, with up to $6,000/year in matching contributions by the City.
- Leave Redemption: Increase the City Manager's leave redemption from 100 hours/year to 300 hours/year.
- Life Insurance: Increase the City Manager's term life insurance coverage from $200,000 to $400,000 with no cash surrender (with evidence of EOI form) or from $110,000 to $200,000 with no cash surrender (without evidence of EOI form), subject to age reduction schedules mandated by insurance company.

V. FISCAL IMPACT

Compensation has been included in FY 2024-25 Operating Budget, with remaining years of compensation being included in future budgeted fiscal years.

VI. EXHIBITS

1. Resolution 22-027 Approving City Manager Employment Agreement
2. Resolution 22-197 Approving First Amendment to the City Manager Employment Agreement
3. Resolution 23-053 Approving Second Amendment to the City Manager Employment Agreement
4. Proposed Resolution 25-059 Approving Amendment No. 3 to the City Manager Employment Agreement

Attachments

Resolution 22-027 Approving City Manager Employment Agreement

Resolution 22-197 Approving First Amendment to the City Manager Employment Agreement

Resolution 23-053 Approving Second Amendment to the City Manager Employment Agreement

Proposed Resolution 25-059 Approving Amendment No. 3 to the City Manager Employment Agreement

RESOLUTION NO. 22-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, it is the desire of the City Council of the City of Carson (hereinafter the "City Council") to employ an individual to serve in the at-will position of City Manager, which position is prescribed by state law, the City's Charter, and the City's Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Dissolved Carson Redevelopment Agency, a public body, corporate and politic, Executive Director to the Carson Housing Authority, a public body, corporate and politic, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth in Charter Section 403 and Carson Municipal Code ("CMC") Section 2107; and

WHEREAS, pursuant to Charter Section 400, the City Council may appoint as City Manager "the person that it believes to be best qualified on the basis of his or her executive and administrative qualifications, with special reference to experience in, and knowledge of, accepted practices in respect to the duties of the office[;]" and

WHEREAS, pursuant to CMC Section 2101, "[t]he permanent City Manager shall, at a minimum, have the following qualifications: (a) [a] college degree in Public Administration or related field; and (b) [f]ive (5) years' experience as a City Manager or Chief Executive Officer of a County, or equivalent experience as determined by the City Council[;]" and

WHEREAS, David C. Roberts, Jr. (hereinafter "Mr. Roberts") satisfies the City's eligibility requirements for the position of City Manager and has the required level of education, experience, skills and expertise to serve as the city manager of the City; and

WHEREAS, based on Mr. Roberts' executive and administrative qualifications and ability, the City Council desires to employ him to serve as the at-will city manager for the City; and

WHEREAS, Mr. Roberts desires to perform and assume responsibility for the provision of city manager services to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Mr. Roberts' provision of city manager professional services to the City and its related agencies through the agreement attached hereto as Exhibit "A".

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. The City Manager Employment Agreement between the City of Carson and David C. Roberts, Jr. attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized to execute this agreement on behalf of the City.

SECTION 3. This resolution shall be effective immediately upon its adoption.

SECTION 4. 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 15th day of February, 2022.

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. 22-027 adopted by the City of Carson City Council at its meeting held on February 15, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:	Davis-Holmes, Hilton, Dear, Hicks, Rojas
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMEBES:	None
ABSENT:	COUNCIL MEMBERS:	None

Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CITY OF CARSON

CITY MANAGER
EMPLOYMENT AGREEMENT

This CITY MANAGER EMPLOYMENT AGREEMENT ("Agreement") is entered into and made effective the 15th day of February 2022, by and between the CITY OF CARSON, a charter city and municipal corporation ("City") and David C. Roberts Jr., an individual ("Employee").

RECITALS

WHEREAS, it is the desire of the City Council of the City of Carson (hereinafter the "City Council") to employ an individual to serve in the at-will position of City Manager, which position is prescribed by state law and the City's Municipal Code, and to retain his services as Executive Director of the Successor Agency to the Dissolved Carson Redevelopment Agency, a public body, corporate and politic, Executive Director to the Carson Housing Authority, a public body, corporate and politic, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a city manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the powers and duties of the city manager of the City are set forth Carson Municipal Code ("CMC") Section 2107; and

WHEREAS, pursuant to CMC Section 2101, "[t]he permanent City Manager shall, at a minimum, have the following qualifications: (a) [a] college degree in Public Administration or related field; and (b) [f]ive (5) years' experience as a City Manager or Chief Executive Officer of a County, or equivalent experience as determined by the City Council[;]" and

WHEREAS, Employee satisfies the CMC Section 2101 eligibility requirements for the position of City Manager and has the required level of education, experience, skills and expertise to serve as the city manager of the City; and

WHEREAS, based on Employee's executive and administrative qualifications and ability, the City Council desires to employ Employee to serve as the at-will city manager for the City; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of city manager services to the City and its related agencies; and

WHEREAS, the parties wish to establish the terms and conditions of Employee's provision of city manager professional services to the City and its related agencies through this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Employee hereby agree as follows:

AGREEMENT

1.0 EMPLOYMENT & DUTIES

1.1 Duties. City hereby employs Employee as city manager for the City to perform the functions and duties of the city manager, as specified in the job description attached hereto as Exhibit "A," the City's Municipal Code, and in the Government Code of the State of California, and to perform such other legally permissible and proper duties and functions as the City Council shall, from time-to-time, direct or assign. Employee shall devote his best efforts and full-time attention to performance of these duties.

1.2 Work Schedule. The Employee is expected to engage in hours of work outside the normal office hours that are necessary to fulfill the obligations of the position and to carry out the business of the City. Employee acknowledges that, to the extent practical, his work schedule will generally observe normal business hours, as set by the City and may be duly revised from time-to-time (currently 7:00 a.m. to 6:00 p.m., Monday through Thursday). Notwithstanding the foregoing, the City will permit Employee such reasonable "time off" as is customary for exempt employees of the City, so long as the time off does not interfere with normal business. Employee's compensation (whether salary or benefits or other allowances) is not based on hours worked, and Employee shall not be entitled to any compensation for overtime.

1.3 Other Activities. Employee shall focus his professional time, ability, and attention to City business during the term of this Agreement. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of the functions and duties of city manager.

1.4 Employment Status. Upon appointment to the city manager position, Employee shall serve at the will and pleasure of the City Council and understands that he shall be an "at-will" employee without recourse to bumping or other demotion rights and shall be subject to dismissal without any right of notice or hearing except as expressly provided in this Agreement, including any so-called due process pre-disciplinary "Skelly" hearing. The City may terminate Employee at any time in accordance with Section 3.4 below.

1.5 City Documents. All data, studies, reports and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law, except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not be used by Employee, without the prior written consent of the City Council, for any purposes other than the performance of his duties. Additionally, no such materials may be disclosed to any person or

entity not connected with the performance of services under this Agreement, except as required by (a) law, (b) any governmental agency, (c) subpoena, or (d) an order issued by a court of competent jurisdiction.

1.6 Exclusion from Competitive Service. Employee understands, acknowledges and agrees that he is exempt from the City's personnel system pursuant to Carson Municipal Code §2903(g) and Article I, Section 4 of the Resolution No. 19-015, entitled "A Resolution of the City Council of the City of Carson, California, Amending and Ratifying Resolution No. 18-170 Establishing the Salary and Benefits for Unclassified Management Employees Effective July 4, 2018" (hereinafter "Unclassified Management Employees Benefits Resolution").

1.7 FLSA Exempt Status. Employee agrees that his position is that of an overtime exempt employee for the purposes of the Fair Labor Standards Act.

1.8 Employment Contingent Upon Successful Completion of Pre-Employment Screening. Employee's appointment to the position of City Manager shall be contingent upon Employee successfully passing the City's pre-employment screening process, including a LiveScan and medical examination. In the event that Employee does not successfully complete any of the pre-employment screening measures, then this Agreement shall be null and void in its entirety with no severance payment owing.

2.0 COMPENSATION AND REIMBURSEMENT

2.1 Salary. For the services rendered pursuant to this Agreement, Employee's initial base salary shall be Two Eighty One Thousand One Hundred Forty Dollars and No Cents ($281,140.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Employee shall receive a guaranteed 3% cost of living adjustment ("COLA") increase to his then-current Salary effective the first full pay period following the first, second and third annual anniversary of the Effective Date of this Agreement. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

2.2 Annual Compensation Review. The City Council and Employee agree to conduct an annual compensation review concurrently with the annual performance evaluation set forth in Section 5.2. Following the annual performance review, the City may increase the Employee's Salary beyond the guaranteed 3% COLA referenced in Section 2.1 and any additional compensation, but reserves the right to defer all or part of any additional Salary and other compensation adjustment otherwise recommended during the annual review if the fiscal state of the City warrants such an action. However, the guaranteed 3% Salary cost of living adjustment increase provided for in Section 2.1 may not be deferred in part or in total. Any action to approve an additional Salary or other compensation increase beyond the guaranteed COLA must be approved by a majority vote of the Council at a public meeting and adopted by contract amendment implemented by means of a resolution. Should the Unclassified Management Employees Benefits Resolution provide greater benefits than provided in this Agreement, City Council and City Manager agree to discuss during the annual compensation review increasing the benefit provided

hereunder to match or exceed that provided under the Unclassified Management Employees Benefits Resolution.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 12:01 a.m. Pacific daylight savings time on February 16, 2022, which will be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. This Agreement shall remain in effect from the Effective Date specified at Section 3.1 until this Agreement is terminated pursuant to Section 3.3 or Section 3.4.

3.3 Termination by Employee. Employee may resign at any time by giving the City Council at least thirty (30) days' advance written notice; provided, however, that notice shall not be required in the event employee resigns pursuant to a request for resignation by the City Council. In the event Employee resigns on his own volition, Employee expressly agrees that he shall not be entitled to any severance pay; however, if the Employee resigns at the request of the City Council, Employee will be entitled to severance pay as specified in this Agreement.

3.4 Termination by City. Upon appointment to the city manager position, Employee remains an at-will employee serving at the pleasure of the City Council. The City Council may terminate the City Manager's appointment and remove the City Manager at any time with or without cause, by providing written notice of the reason(s). The City Council's right to terminate the Employee's appointment pursuant to this Section 3.4 shall not be subject to or in any way limited by the City's Personnel Rules or past City practices related to the employment, discipline or termination of the City's employees. Employee expressly waives any rights provided for the city manager under the City's Personnel Rules, Municipal Code, or under other state or federal law to any other form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination. Nothing herein, however, shall be construed to create a property interest, where one does not exist by rule of law, in the position of city manager.

(a) Termination by City for Cause. The City may terminate the Employee's appointment for cause at any time by providing notice pursuant to Carson Municipal Code Section 2104, which requires at least thirty (30) days before such removal shall become effective, the City Council shall by a three (3) member vote of its members adopt a preliminary resolution stating the termination is for cause and the facts and grounds constituting such cause for his removal. By the preliminary resolution, the Council may suspend Employee from duty, but shall in any case cause to be paid to him forthwith any unpaid balance of his monthly salary and benefits and his monthly salary and benefits shall continue to be paid for the next one (1) calendar month following adoption of the preliminary resolution. The term "cause" shall be defined to include any misconduct materially related to performance of official duties, including but not be limited to any of the following: 1) breach of this Agreement, 2) willful or persistent material breach of duties, 3) résumé fraud or other acts of material dishonesty, 4) repeated and protracted unauthorized absence or

leave, 5) conviction of a misdemeanor involving moral turpitude (i.e., offenses contrary to justice, honesty, or morality) or conviction of a felony under California law that adversely affects the reputation of the Employee or the City, 6) violation of the City's anti-harassment policies and/or a finding that legally prohibited personal acts of harassment against a City official or employee or legally prohibited personal acts of discrimination against a City official or employee has occurred, 7) a material violation of the City's Charter, Municipal Code, Ordinances, Rules, and Regulations, including but not limited to the City's Personnel Rules, 8) use or possession of illegal drugs, 9) engaging in conduct tending to bring embarrassment or disrepute to the City, 10) any illegal or unethical act involving personal gain, 11) a pattern of repeated, willful and intentional failure to carry out materially significant and legally constituted direction or policy decisions of the City Council, 12) gross misfeasance or gross malfeasance, 13) "abuse of office or position" as defined in Government Code §53243.4 (i.e., waste, fraud, and violation of the law under color of authority and crimes against public justice, including crimes involving bribery and corruption), and 14) any similar cause. For any of the foregoing, the City may, in its discretion, place Employee on paid or unpaid administrative leave until resolution. If the City terminates for cause this Agreement and the services of Employee hereunder, then the City shall have no obligation to pay severance.

(b) Termination by City Council Without Cause. By providing Employee at least thirty (30) days' prior written notice thereof, the City Council may terminate the Employee's appointment without cause but rather based upon management reasons such as implementing the City's goals or policies, including but not limited to: (i) change of administration, or (ii) incompatibility of management styles. In the event Employee's appointment is terminated without cause, Employee and the City agree that such severance pay shall be as specified in Section 4.1 of the Agreement. Pursuant to Carson Municipal Code Section 2104, at least thirty (30) days before such removal shall become effective, the City Council shall by a three (3) member vote of its members adopt a preliminary resolution stating the reasons for his removal. By the preliminary resolution, the Council may suspend Employee from duty, but shall in any case cause to be paid to him forthwith any unpaid balance of his monthly salary and benefits and his monthly salary and benefits shall continue to be paid for the next one (1) calendar month following adoption of the preliminary resolution.

(c) Change in Council Membership. Notwithstanding any provision of this Agreement, the City shall comply with Section 404 of the City Charter and Section 2105 of the Carson Municipal Code. Accordingly, unless for cause, the Employee shall not be removed from office by action taken by the City Council during the period of ninety (90) days following any municipal election at which a member of the City Council is elected. At any other time Employee may be removed only at a regular meeting of the City Council and upon a majority vote of the City Council.

4.0 SEVERANCE

4.1 Severance Pay. In the event that within two (2) years of the Effective Date Employee's appointment is terminated without cause and Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 12 months base salary as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by twelve (12), less applicable deductions and excluding deferred compensation or the value of

any other benefits. If Employee is terminated without cause after two (2) years of the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 9 month's base salary as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by nine (9), less applicable deductions and excluding deferred compensation or the value of any other benefits. These severance payments are in compliance with California Government Code section 53260.

4.2 No Severance Pay if Termination for Cause or Initiated by Employee. As provided in Section 3.4(a), should Employee's employment be terminated for cause, the City shall have no obligation to pay the severance provided for in Section 4.1 above. As provided in Section 3.3, should Employee resign his position, the City shall have no obligation to pay the severance provided for in Section 4.1 above, unless such resignation was at the request of the City Council.

4.3 Sole Rights. The severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee with respect to severance pay in the event of the termination, other than for cause. Employee expressly waives any and all other rights with respect to severance pay except as provided herein. Any and all severance rights are conditioned upon and in consideration for execution of the standard "Agreement of Separation, Severance, and General Release" attached hereto in form only as Exhibit "C."

5.0 PERFORMANCE EVALUATIONS

5.1 Purpose. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of the City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 1.4 above), nor shall this Section 5.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee hereunder.

5.2 Annual Evaluation. The City and Manager acknowledge that periodic performance evaluations are an important means by which the City Council and the City Manager may ensure effective communications regarding expectations and performance. Toward this end, the City Council shall review and evaluate the performance of Employee annually within thirty (30) days after each anniversary of the Effective Date. In addition, Employee shall submit for the City Council's consideration, no later than December 1 of each year of the term of this Agreement, Employee's proposed annual performance goals and objectives and incorporate the City Council's suggestions. Such review and evaluation shall be conducted concurrently with an annual salary review, and in accordance with the purpose noted in Section 5.1 above. Employee endeavors to submit goals and objectives and receive the City Council suggestions within the first 3 months so they can guide the remainder of the year. Employee would be receptive to having an external facilitator guide the City Council through the City Manager performance evaluation process. The City Council and City Manager may mutually agree to use a "facilitator" to support the process. The facilitator will be selected by the City Manager and approved by the City Council. All fees and expenses for a facilitator shall be paid by the City. The review and evaluation shall be private and confidential, and the results shall be summarized and discussed in closed session, to the extent permitted by law, or through some other mutually acceptable closed format. The parties agree that the primary purposes of such evaluation are to facilitate open and frank discussion, define roles

and expectations, identify performance strengths and weaknesses, and to provide an opportunity for Employee to take affirmative action to address weaknesses and areas needing improvement.

5.3 Written Summary. The City Council may, at its sole discretion, elect to provide a written summary of each performance evaluation to Employee within two (2) weeks following the conclusion of the review and evaluation process, and may, at its discretion, schedule at least one (1) closed personnel session with Employee to deliver and discuss the evaluation.

6.0 BENEFITS

6.1 Automobile Allowance. The City shall reimburse Employee for the use of his personal automobile for official City business at the rate of Six Hundred Dollars ($600.00) per month. City will also reimburse Employee for all parking fees incurred on City business under the same terms and conditions applicable to classified City employees. The car allowance and parking expense reimbursements authorized by this Section shall constitute full compensation for any and all expenses related to the operation and maintenance of Employee's vehicle for City purposes. Employee shall maintain throughout the term of this Agreement automobile liability insurance in an amount not less than One Million Dollars ($1,000,000.00) for bodily injuries or death of one person and Fifty Thousand Dollars ($50,000.00) for property damage arising from one accident. Employee shall provide City with evidence of such automobile liability insurance coverage, to consist of a certificate of insurance or a copy of the insurance policy. City shall reimburse Employee for the additional costs incurred by Employee in raising his personal automobile insurance limits to meet the requirements of this Section.

6.2 Health, Dental, and Vision Insurance. The City shall provide to Employee the same group medical, dental, and vision insurance plans offered to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, as it may be amended from time to time.

6.3 Retiree Health. With respect to retiree health, the City is subject to the requirements of the Public Employees' Medical & Hospital Care Act (PEMHCA), Government Code section 22893.1 pertaining to postretirement health benefits coverage for the City of Carson, applicable resolutions adopted by the City pertaining to retiree health, and CalPERS health requirements and regulations.

If permitted under applicable laws, regulations, resolutions, and requirements, if Employee retires from the City upon his retirement the City will pay for retiree health coverage for Employee and dependents at the Kaiser Family Rate Plan and upon his turning age 65, reimburse him for the Medicare premium for the retiree only.

In the event this is inconsistent with the requirements of applicable federal or state law, the City's adopted resolutions pertaining to retiree health, or any CalPERS health requirements or regulations, then this section shall be null and void, and in such event Employee shall be eligible for retiree health as provided to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, and subject to the terms and conditions provided therein. Employee acknowledges that such determination may be made by CalPERS at its sole discretion.

6.4 PERS. Employee is a "classic" member of CalPERS and shall participate in the City's 2% at 55 formula. Such formula is subject to the following CalPERS contract provisions: (i) average monthly pay rate and special compensation for highest twelve (12) consecutive months; (ii) military service credit as public service; (iii) fourth level of 1959 Survivors Program; (iv) two years additional service credit; (v) ability for Employee to participate in the part time service credit purchase program, but solely at his own cost; and (vi) Pre-Retirement Option 2W Death Benefit improved non-industrial disability allowance. The City shall pay the full employer CalPERS contribution. The employee contribution of 7% shall be paid by Employee.

6.5 Deferred Compensation. City agrees that Employee may, at his sole cost and expense, participate in City's Deferred Compensation Program. City further agrees that it shall match Employee's contributions, if any, into City's Deferred Compensation Plan on a dollar-for-dollar basis, up to a maximum of Six Thousand Dollars ($6,000.00) per year as allowed by state law.

6.6 Vacation Leave. Employee shall accrue vacation leave in accordance with the formula below, with an accrual cap of six hundred (600) hours, after which accruals shall cease until total accrued vacation leave drops below the 600 hour accrual cap.

Years of service	Hours accrued per month or major portion thereof
Appointment through 10th year	10 hours
Commencement of 11th year and thereafter	13.33 hours

Additionally, upon the twentieth (20th) anniversary date of the Effective Date of this Agreement, Employee will be credited with an additional ten (10) hours of vacation leave. Upon the twenty-first (21st) anniversary date of the Effective Date of this Agreement, Employee will be credited with an additional ten (10) hours of vacation leave. Upon the twenty-second (22nd) anniversary date of the Effective Date of this Agreement, Employee will be credited with an additional ten (10) hours of vacation leave. Upon the twenty-third (23rd) anniversary date of the Effective Date of this Agreement and each anniversary date thereafter, Employee will be credited with an additional ten (10) hours of vacation leave.

Employee shall not be credited with vacation leave during leaves of absence without pay exceeding eighty (80) working hours in any calendar month. Employee shall not use less than one (1) hour of vacation leave at any one time. Vacation leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Employee may use vacation leave only after completing his initial sixty (60) days of service.

6.7 Sick Leave. Employee shall accrue 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.

Employee may accrue a maximum of one thousand forty (1,040) hours of sick leave hours. Sick leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Employee may use accrued sick leave only after completing his initial month of service.

Employee shall be credited with thirty (30) days of sick leave (equal to 300 hours [30 days x 10 hours per day]) as of the Effective Date of this Agreement. This sick leave shall be considered to be loaned to Employee and the Employee shall not accrue additional sick leave for a thirty (30) month period.

Upon separation from the City service for whatever reason, Employee shall be compensated for one-half (1/2) of the value of accrued sick leave up to the maximum of one thousand forty (1,040) hours, provided however, that Employee shall not be eligible for compensation for any sick leave loaned to Employee by the City which Employee would not have otherwise accrued.

6.8 Holidays. Employee shall be entitled to the holidays listed in this section below, subject to the same terms and conditions applicable to Unrepresented Management Employee in the Unrepresented Management Employees Benefits Resolution. In the event the Unrepresented Management Employees Benefits Resolution is amended, then Employee shall be entitled to such holidays as provided to Unclassified Management Employees.

1.	January 1	New Year's Day
2.	Third Monday in January	Martin Luther King Jr. Day
3.	January 30th	Fred T. Korematsu Day
4.	Third Monday in February	President's Day
5.	March 8	International Women's/Rosa Parks Day
6.	March 31	Cesar Chavez Day
7.	Last Monday in May	Memorial Day
8.	July 4	Independence Day
9.	First Monday in September	Labor Day
10.	October 25	Larry D. Itliong Day
11.	November 11th	Veteran's Day
12.	Fourth Thursday in November	Thanksgiving Day
13.	December 25	Christmas
	Three (3) floating holidays (30 hours)	
	Every day proclaimed by the President, Governor, or Mayor of the City as a public holiday	

Employee shall not use less than one (1) hour of floating holiday leave at any one time. Floating holiday leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Employee is 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. The City shall compensate Employee for any floating holiday leave not taken for floating holidays occurring prior to his date of separation.

6.9 Administrative Leave. Employee shall accrue administrative leave as time off from work, instead of pay or compensatory leave credit for overtime work, at the rate of 8.33 hours per month or major portion thereof. Employee shall not accrue more than 100 hours of administrative leave. Employee shall not use less than one (1) hour of administrative leave at any one time. Administrative leave must be used and deducted from accruals on an hour by hour basis for time missed from normal work hours which for purposes of this section are deemed to be normal City operating hours. Upon Employee's separation from City service for any reason, the City shall compensate Employee for any accrued administrative leave. The value of accrued administrative leave shall be calculated using Employee's prevailing pay rate on the date of Employee's separation from City service.

6.10 Leave Redemption. Employee may redeem any accumulated leave each fiscal year up to a combined total of 100 hours. Sick leave shall be redeemable at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed, subject to Section 6.6. 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.

6.11 Jury Duty. Paid leave for jury service shall be limited to ten (10) working days in any one calendar year.

6.12 Short and Long Term Disability Insurance. The City shall provide to Employee the same short and long term disability insurance benefits offered to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, as it may be amended from time to time.

6.13 Life Insurance. The City shall provide Employee with term life insurance coverage of not less than Two Hundred Thousand Dollars ($200,000.00), with no cash surrender value to Employee, after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier. Employee shall control the naming of any beneficiaries of the policy. If the EOI form is not submitted, the maximum coverage amount shall be One Hundred Ten Thousand Dollars ($110,000.00), subject to any age reduction schedules mandated by the insurance company.

6.14 Use of Veterans Park Sports Complex. Employee and his family shall be entitled to use all facilities and programs at Veterans Sports Complex at the following rates:

Employee-- $100.00 per year

Employee and family -- $150.00 per year

In the event Employee renews his membership, he shall receive the same percentage discount on the above prices as the general public receives at the time of renewal. For purposes of this section, family shall mean those family members eligible for coverage under the CalPERS health insurance plan provided by the City.

6.15 Service Organization Membership. The City shall pay up to Three Hundred and Fifty Dollars ($350.00) for Employee toward the annual membership fee for one service organization or non-profit board based in the City. The membership fee notice must be provided by the organization to the City.

6.16 Cellular Telephone/ Blackberry Allowance. Employee shall be provided a monthly cellular telephone/ blackberry allowance of Seventy Five Dollars ($75.00) for reimbursement for the costs associated with the use of his personal cellular telephone/ blackberry service for business purposes. The City shall not be liable for any expenses beyond such allowance. The cellular telephone/ blackberry allowance provided pursuant to this Section shall be subject to the requirements of SMP 6.50, entitled "Cellular Telephone/ Blackberry Allowance for Elected Officials & Unclassified Employees," and Employee shall be subject to the terms and conditions of SMP 6.50.

6.17 Except as specifically provided herein, Employee shall be entitled to the benefits provided to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, and subject to the terms and conditions provided therein.

7.0 PROFESSIONAL DEVELOPMENT

7.1 Professional Development Pay. Within the first quarter of each fiscal year, Employee shall be provided the sum of Eight Hundred Dollars ($800.00) 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 Employee's professional development and promote the best interests of the City.

7.2 Membership. The City encourages Employee's continued professional development and shall provide payment of appropriate related costs for such activities, including membership in relevant professional organizations, as approved by the City Council.

7.3 Out-of-Town Meetings & Seminars. The City agrees to reimburse Employee the actual cost for registration, travel, lodging, meals, and other expenses incurred by Employee while attending overnight, out-of-town meetings or seminars related to his employment with the City, in accordance with the City's policies for expense reimbursement. Moreover, to be eligible Employee must have budgeted funds available for same; provided, however, that the City Council may, in its sole discretion, approve such unbudgeted expenditures if it deems it in the best interests of the City.

7.4 Local Meetings & Seminars. The City agrees to reimburse Employee the actual cost of registration, meals, and other expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with the City's policies for expense reimbursement.

7.5 Incidental Expenses. The City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of the City upon the presentation of an appropriate receipt therefor, in accordance with the City's policies for expense reimbursement.

8.0 BONDS AND INDEMNIFICATION

8.1 Indemnification. To the extent mandated by the California Government Code, the City shall defend, hold harmless, and indemnify Employee against any tort, professional liability, claim or demand, or other legal action arising out of an alleged act or omission occurring in the performance of Employee's services under this Agreement. This section shall not apply to any intentional tort or crime committed by Employee, to any action outside the course and scope of the services provided by Employee under this Agreement, or any other intentional or malicious conduct or gross negligence of Employee.

8.2 Bonds. City shall bear the full cost of any fidelity or other bonds, which may be required in the performance of Employee's services under this Agreement.

9.0 GENERAL PROVISIONS

9.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties with respect to Employee's employment by the City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

9.2 Amendment. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval.

9.3 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be personally served or shall be sufficiently given when served upon the other party as sent by United States Postal Service, postage prepaid and addressed as follows:

To City:	To Employee:
City of Carson Attention: City Clerk 701 East Carson Street Carson, California 90745	[On file with Human Resources Dept.]

Notices shall be deemed given as of the date of personal service or upon the date of deposit in the course of transmission with the United States Postal Service.

9.4 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 et seq., Section 1090 and Section 1125 of the Government Code, and all other similar statutory and administrative rules.

9.5 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.6 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution and delivery by each party hereto.

9.8 Mandatory Government Code Provisions. Government Code §§ 53243 - 53243.4 require that contracts between local agencies and its employees include provisions requiring an employee who is convicted of a crime involving an abuse of his office or position to provide reimbursement to the local agency for the following forms of payment: (i) paid leave salary; (ii) criminal defense costs; (iii) cash settlement payments; and (iv) any non-contractual settlement payments. Accordingly, the Parties agree that it is their mutual intent to fully comply with these Government Code sections and all other applicable law as it exists as of the date of execution of this Agreement and as such laws may be amended from time to time thereafter. Specifically, the following Government Code sections are called out and hereby incorporated by this Agreement:

> §53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.
>
> §53243.1. Reimbursement of legal criminal defense upon conviction of crime involving office or position.
>
> §53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.
>
> §53243.3. Reimbursement of noncontractual payments upon conviction or crime involving office or position.
>
> §53243.4. "Abuse of office or position" defined.

Employee represents that Employee has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Employee, including

that Employee agrees that any cash settlement or severance related to a termination that Employee may receive from the City shall be fully reimbursed to the local agency if Employee is convicted of a crime involving an abuse of Employee's office or position. The Government Code provisions referenced in this section are attached hereto in Exhibit "B."

9.9 Independent Legal Advice. The City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement, and the City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

IN WITNESS WHEREOF, the City of Carson has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and Employee has signed and executed this Agreement, all in triplicate.

CITY OF CARSON

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EMPLOYEE

_____
David C. Roberts, Jr., City Manager

EXHIBIT "A"

CITY MANAGER JOB DESCRIPTION

CITY OF CARSON

Title: CITY MANAGER

Job Summary:

Under the direction of the City Council, serve as Chief Administrative Officer of the City of Carson and direct the operations of all departments within compliance with policies established by the City Council within limits of the City Charter and State and federal laws.

Essential Duties and Responsibilities:

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

1. Plan the future welfare of the City and departmental activities and organizations.
2. Meet with the City Council and individual Council members to discuss the conditions and needs of the City; prepare reports, recommendations or respond as needed or as requested by the Council.
3. Meet with departmental directors and staff to review, plan and discuss policies, programs, strategies and issues of concern.
4. Submit to the City Council the budget document and annual budget message; guide and review annual budget preparation; control expenditures as required.
5. Confer with other governmental officials to resolve problems, coordinate efforts and to exchange information as related to the City.
6. Confer with or address the business community, citizens and others to discuss City needs and related problems and issues; provide information and assistance to civic organizations dealing with specific problems affecting the City's welfare.
7. Coordinate the activities of the City government with contracted agencies not under the direct supervision of the City Manager.
8. Evaluate and direct the work of subordinate staff; participate in selection of department directors; review and approve disciplinary action and termination as appropriate.
9. Perform related duties as required.

Qualification Guidelines:

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

Education and Experience:

Graduation from an accredited four-year college or university with major course work in public administration, business administration or related field or equivalent. Five years increasingly

responsible administrative experience in the planning, coordinating and financing of a municipality.

Knowledge of:

- City charter provisions governing the management of City activities and services.
- Principles and practices of public administration.
- Management theory and practice.
- City organization, operations, policies and objectives.
- Community and public relations.
- Applicable City ordinances.
- Budget preparation and management.
- Principles and practices of administration, supervision and training.
- Applicable laws, codes, regulations, policies and procedures.
- Principles and techniques of Public Speaking and Public Relations.

Skill and Ability to:

- Administer City operations in accordance with the City Charter and established policies of the City Council.
- Assure that City program objectives are met.
- Plan and administer a balanced budget.
- Plan, direct and coordinate City departments and programs.
- Maintain effective community and public relations.
- Communicate effectively both orally and in writing.
- Read, interpret, apply and explain codes, rules, regulations, policies and procedures.
- Prepare and review reports and budgets.
- Establish and maintain cooperative and effective working relationships with others.
- Attend, chair and provide leadership to various meetings and committees.
- Meet schedules and time lines.
- Plan and organize work.
- Direct and evaluate the work of others.
- Present ideas and concepts persuasively in speaking before groups.
- Review and approve official documents according to established guidelines and limits.
- Analyze situations accurately and adopt an effective course of action.

Physical Requirements and Working Conditions:

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

- Perform work that is primarily sedentary.
- Is subject to inside environmental conditions.
- May be required to attend periodic evening meetings and/or to travel within and out of City limits/boundaries to attend meetings.
- May be required to work evenings or weekends.

EXHIBIT "B"

GOVERNMENT CODE SECTION 53243-53243.4

53243. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides paid leave salary offered by the local agency to the officer or employee pending an investigation shall require that any salary provided for that purpose be fully reimbursed if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.1. On or after January 1, 2012, any contract executed or renewed between a local agency and an officer or employee of a local agency that provides funds for the legal criminal defense of an officer or employee shall require that any funds provided for that purpose be fully reimbursed to the local agency if the officer or employee is convicted of a crime involving an abuse of his or her office or position.

53243.2. On or after January 1, 2012, any contract of employment between an employee and a local agency employer shall include a provision which provides that, regardless of the term of the contract, if the contract is terminated, any cash settlement related to the termination that an employee may receive from the local agency shall be fully reimbursed to the local agency if the employee is convicted of a crime involving an abuse of his or her office or position.

53243.3. On or after January 1, 2012, if a local agency provides, in the absence of a contractual obligation, for any of the payments described in this article, then the employee or officer receiving any payments provided for those purposes shall fully reimburse the local agency that provided those payments in the event that the employee or officer is convicted of a crime involving the abuse of his or her office or position.

53243.4. For purposes of this article, "abuse of office or position" means either of the following:

(a) An abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority.

(b) A crime against public justice, including, but not limited to, a crime described in Title 5 (commencing with Section 67) or Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

EXHIBIT "C"

AGREEMENT OF SEPARATION, SEVERANCE, AND GENERAL RELEASE

1. PARTIES

This Agreement of Separation, Severance, and General Release (hereinafter referred to as the "AGREEMENT") is entered into by and between the City of Carson, a charter city and municipal corporation (hereinafter referred to as "THE CITY"), and David C. Roberts, Jr., an individual (hereinafter referred to as "EMPLOYEE").

2. RECITALS

2.1 EMPLOYEE was hired by THE CITY as an at-will City Manager effective _____ serving at the pleasure of the City Council of THE CITY pursuant to a written contract, a copy of which is attached hereto as Exhibit "A" ("THE CONTRACT"). EMPLOYEE is currently ___ years old.

2.2 THE CITY and EMPLOYEE desire that EMPLOYEE resign and enter into a severance agreement whereby EMPLOYEE receives severance compensation in exchange for executing a general release and waiver of any and all claims that EMPLOYEE may have against THE CITY, including but not limited to its elected and non-elected officials, employees, attorneys, and agents. Accordingly, the parties hereto intend by this AGREEMENT to mutually conclude any and all employment relationships between THE CITY and EMPLOYEE by means of EMPLOYEE's voluntary separation as of _____, ____. This AGREEMENT sets forth the full and complete terms and conditions concluding EMPLOYEE's employment relationship with the CITY and any obligations related thereto, including any provided under THE CONTRACT.

2.3 In accordance with this AGREEMENT and with applicable state and federal laws, EMPLOYEE acknowledges that EMPLOYEE has been advised of EMPLOYEE's post-employment rights, including but not limited to, EMPLOYEE's rights under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Employee Retirement Income Security Act of 1974 ("ERISA"), and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

3. CONSIDERATION

3.1 EMPLOYEE shall receive payment to him at the time of his voluntary separation all earned salary, accrued fringe benefits as detailed in THE CONTRACT, and/or all other wage compensation/benefits owed to EMPLOYEE upon separation of employment, as required by law or THE CONTRACT or any other agreement with THE CITY.

3.2 In exchange for the waivers and releases set forth herein, THE CITY shall also cause to be paid to EMPLOYEE an additional compensatory payment by means of severance, settlement and release in the form of a lump sum amount of _____ and __ cents ($_____.00), as set forth in THE CONTRACT in the form of a check made payable to EMPLOYEE to be mailed to EMPLOYEE at EMPLOYEE's home address via certified mail

return receipt requested within thirty (30) business days after the EFFECTIVE DATE (as defined below) of this AGREEMENT.

3.3 In exchange for the severance payment provided for herein, EMPLOYEE, and on behalf of EMPLOYEE's spouse, heirs, representatives, successors, and assigns, hereby releases, acquits, and forever discharges THE CITY, and each of its predecessors, successors, assigns, officials, employees, representatives, agents, insurers, attorneys, and all persons and entities acting by, through, under, or in concert with any of them, and each of them (hereinafter referred to as "THE CITY PARTIES"), from any and all claims, charges, complaints, contracts, understandings, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands of any nature whatsoever, known or unknown, suspected or unsuspected, which EMPLOYEE now has or may acquire in the future, or which EMPLOYEE ever had, relating to or arising out of any act, omission, occurrence, condition, event, transaction, or thing which was done, omitted to be done, occurred or was in effect at anytime from the beginning of time up to and including _____ __, ____ (hereinafter referred to collectively as "CLAIMS"), without regard to whether such CLAIMS arise under the federal, state, or local constitutions, statutes, rules or regulations, or the common law. EMPLOYEE expressly acknowledges that the CLAIMS forever barred by this AGREEMENT specifically include, but are not limited to, claims based upon any alleged breach of THE CONTRACT or any other agreement of employment, any demand for wages, overtime or benefits, any claims of violation of the provisions of ERISA, COBRA or HIPAA, any alleged breach of any duty arising out of contract or tort, any alleged wrongful termination in violation of public policy, any alleged breach of any express or implied contract for continued employment, any alleged employment discrimination or unlawful discriminatory act, or any claim or cause of action including, but not limited to, any and all claims whether arising under any federal, state or local law prohibiting breach of employment contract, wrongful termination, or employment discrimination based upon age, race, color, sex, religion, handicap or disability, national origin or any other protected category or characteristic, and any and all rights or claims arising under the California Labor Code or Industrial Welfare Commission Wage Orders, the Federal Fair Labor Standards Act, the California Fair Employment and Housing Act, California Government Code §§12, 900 et seq., the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, and any other federal, state, or local human rights, civil rights, or employment discrimination or employee rights statute, rule, or regulation.

4. Specific Acknowledgment of Waiver of Claims under ADEA and OWBPA

The Age Discrimination in Employment Act of 1967 (hereinafter referred to as the "ADEA") makes it illegal for an employer to discharge any individual or otherwise discriminate with respect to the nature and privileges of an individual's employment on the basis that the individual is age forty (40) or older. The Older Workers Benefit Protection Act (hereinafter referred to as the "OWBPA," 29 U.S.C. § 626, et. seq., Pub L 101-433, 104 Stat. 978 (1990)) further augments the ADEA and prohibits the waiver of any right or claim under the ADEA, **unless the waiver is knowing and voluntary**. By entering into this AGREEMENT, EMPLOYEE acknowledges that he knowingly and voluntarily, for just compensation in addition to anything of value to which EMPLOYEE was already entitled, waives and releases any rights he may have under the ADEA and/or OWBPA. EMPLOYEE further acknowledges that he has been advised and understands, pursuant to the provisions of the ADEA and OWBPA, that:

(a) This waiver/release is written in a manner understood by EMPLOYEE;

(b) EMPLOYEE is aware of, and/or has been advised of, his rights under the ADEA and OWBPA, and of the legal significance of his waiver of any possible claims he currently may have under the ADEA, OWBPA and/or similar age discrimination laws;

(c) EMPLOYEE is entitled to a reasonable time of at least twenty-one (21) days within which to review and consider this AGREEMENT and the waiver and release of any rights he may have under the ADEA, the OWBPA and similar age discrimination laws; but may, in the exercise of his own discretion, sign or reject this AGREEMENT at any time before the expiration of the twenty-one (21) days;

(d) The waivers and releases set forth in this AGREEMENT shall not apply to any rights or claims that may arise under the ADEA and/or OWBPA **after** the EFFECTIVE DATE of this AGREEMENT;

(e) EMPLOYEE has been advised by this writing that he should consult with an attorney prior to executing this AGREEMENT;

(f) EMPLOYEE has discussed this waiver and release with, and been advised with respect thereto by, his counsel of choice, and that he does not need any additional time within which to review and consider this AGREEMENT;

(g) EMPLOYEE has **seven (7) days following his execution** of this AGREEMENT to revoke the AGREEMENT;

(h) Notice of revocation within the seven (7) day revocation period must be provided, in writing, to THE CITY pursuant to Paragraph 8.9 herein, and must state, "I hereby revoke my acceptance of our Agreement of Severance and General Release;" and

(i) This AGREEMENT shall not be effective until all parties have signed the AGREEMENT and ten (10) days have passed since EMPLOYEE's execution ("EFFECTIVE DATE").

5. UNKNOWN CLAIMS

In relation to the release provisions of Paragraphs 3 and 4 above, EMPLOYEE understands that California Civil Code section 1542 reads as follows:

> "General Release--Claims Extinguished"
>
> "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 of 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."

EMPLOYEE hereby waives the protection of California Civil Code section 1542.

6. WAIVER OF ADDITIONAL CLAIMS

EMPLOYEE hereby waives any provisions of state or federal law that might require a more detailed specification of the claims being released pursuant to the provisions of Paragraphs 3, 4, and 5 above.

7. REPRESENTATIONS AND WARRANTIES

Each of the parties to this AGREEMENT represents and warrants to, and agrees with, each other party as follows:

7.1 Advice of Counsel: The parties hereto have received independent legal advice from their respective attorneys concerning the advisability of entering into and executing this AGREEMENT or have been given the opportunity to obtain such advice. The parties acknowledge that they have been represented by counsel of their own choice in the negotiation of this AGREEMENT, that they have read this AGREEMENT; that they have had this AGREEMENT fully explained to them by such counsel, or have had such opportunity to do so and that they are fully aware of the contents of this AGREEMENT and of its legal effect.

7.2 No Fraud in Inducement: No party (nor any officer, agent, employee, representative, or attorney of or for any party) has made any statement or representation or failed to make any statement or representation to any other party regarding any fact relied upon in entering into this AGREEMENT, and neither party relies upon any statement, representation, omission or promise of any other party in executing this AGREEMENT, or in making the settlement provided for herein, except as expressly stated in this AGREEMENT.

7.3 Independent Investigation: Each party to this AGREEMENT has made such investigation of the facts pertaining to this settlement and this AGREEMENT and all the matters pertaining thereto, as it deems necessary.

7.4 Mistake Waived: In entering into this AGREEMENT, each party assumes the risk of any misrepresentation, concealment or mistake. If any party should subsequently discover that any fact relied upon by it in entering into this AGREEMENT was untrue, or that any fact was concealed from it, or that its understanding of the facts or of the law was incorrect, such party shall not be entitled to any relief in connection therewith, including without limitation on the generality of the foregoing any alleged right or claim to set aside or rescind this AGREEMENT. This AGREEMENT is intended to be, and is, final and binding between the parties, regardless of any claims of misrepresentation, promise made without the intent to perform, concealment of fact, mistake of fact or law, or any other circumstance whatsoever.

7.5 Later Discovery: The parties are aware that they may hereafter discover claims or facts in addition to or different from those they now know or believe to be true with respect to the matters related herein. Nevertheless, it is the intention of the parties that EMPLOYEE fully, finally and forever settle and release all such matters, and all claims relative thereto, which do now exist, may exist or have previously existed against THE CITY or THE CITY PARTIES. In furtherance of such intention, the releases given here shall be, and remain, in effect as full and complete releases of all such matters, notwithstanding the discovery or existence of any additional or different claims or facts relative thereto.

7.6 Indemnification: EMPLOYEE agrees to indemnify and hold harmless THE CITY or THE CITY PARTIES from, and against, any and all claims, damages, or liabilities sustained by them as a direct result of the violation or breach of the covenants, warranties, and representations undertaken pursuant to the provisions of this AGREEMENT. EMPLOYEE understands and agrees that he shall be exclusively liable for the payment of all taxes for which he is responsible, if any, as a result of his receipt of the consideration referred to in Paragraph 3 of this AGREEMENT. In addition, EMPLOYEE agrees fully to indemnify and hold the CITY PARTIES harmless for payment of tax obligations as may be required by any federal, state or local taxing authority, at any time, as a result of the payment of the consideration set forth in Paragraph 3 of this AGREEMENT.

7.7 Future Cooperation & Consultation fees: EMPLOYEE shall execute all such further and additional documents as shall be reasonable, convenient, necessary or desirable to carry out the provisions of this AGREEMENT. EMPLOYEE shall provide THE CITY with consultation services (including deposition or trial testimony) in any litigation involving THE CITY which is reasonably related to acts or occurrences transpiring during his employment. Said services shall be provided as needed by THE CITY at a rate of $100.00 per hour.

7.8 Return of Confidential Information and Property: Prior to the separation date, EMPLOYEE shall submit a written inventory of, and return to the City Clerk, all City keys, equipment, computer identification cards or codes, and other equipment or materials or confidential documents provided to or obtained by EMPLOYEE during the course of his employment with THE CITY.

7.9 No Pending Claims and/or Actions: EMPLOYEE represents that he has not filed any complaints or charges against THE CITY or THE CITY PARTIES with any local, state or federal agency or court; that he will not do so at any time hereafter for any claim arising up to and including the EFFECTIVE DATE of this AGREEMENT; and that if any such agency or court assumes jurisdiction of any such complaint or charge against THE CITY or THE CITY PARTIES on behalf of EMPLOYEE, whenever or where ever filed, he will request such agency or court to withdraw from the matter forthwith.

7.10 Ownership of Claims: EMPLOYEE represents and warrants as a material term of this AGREEMENT that EMPLOYEE has not heretofore assigned, transferred, released or granted, or purported to assign, transfer, release or grant, any of the CLAIMS disposed of by this AGREEMENT. In executing this AGREEMENT, EMPLOYEE further warrants and represents that none of the CLAIMS released by EMPLOYEE thereunder will in the future be assigned, conveyed, or transferred in any fashion to any other person and/or entity.

7.11 Enforcement Fees and Costs: Should any legal action be required to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to reasonable attorneys' fees and costs in addition to any other relief to which that party may be entitled.

7.12 Authority: Each party represents to the other that it has the right to enter into this AGREEMENT, and that it is not violating the terms or conditions of any other AGREEMENT to which they are a party or by which they are bound by entering into this AGREEMENT. The parties represent that they will obtain all necessary approvals to execute this

AGREEMENT. It is further represented and agreed that the individuals signing this AGREEMENT on behalf of the respective parties have actual authority to execute this AGREEMENT and, by doing so, bind the party on whose behalf this AGREEMENT has been signed.

8. MISCELLANEOUS

8.1 No Admission: Nothing contained herein shall be construed as an admission by THE CITY of any liability of any kind. THE CITY denies any liability in connection with any claim and intends hereby solely to avoid potential claims and/or litigation and buy its peace.

8.2 Governing Law: This AGREEMENT has been executed and delivered within the State of California, and the rights and obligations of the parties shall be construed and enforced in accordance with, and governed by, the laws of the State of California.

8.3 Full Integration: This AGREEMENT is the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This AGREEMENT may be amended only by a further agreement in writing, signed by the parties hereto.

8.4 Continuing Benefit: This AGREEMENT is binding upon and shall inure to the benefit of the parties hereto, their respective agents, spouses, employees, representatives, officials, attorneys, assigns, heirs, and successors in interest.

8.5 Joint Drafting: Each party agrees that it has cooperated in the drafting and preparation of this AGREEMENT. Hence, in any construction to be made of this AGREEMENT, the parties agree that same shall not be construed against any party.

8.6 Severability: In the event that any term, covenant, condition, provision or agreement contained in this AGREEMENT 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, provision or agreement and the remainder of this AGREEMENT shall still be in full force and effect. Provided, however in the event the severance payment provided to EMPLOYEE pursuant to Section 3.2 of this AGREEMENT is found by a court of law to be invalid, then this AGREEMENT shall be null and void in its entirety. In such event, EMPLOYEE shall return to THE CITY all severance provided to him by THE CITY and the Parties agree to negotiate in good faith a new severance agreement.

8.7 Titles: The titles included in this AGREEMENT are for reference only and are not part of its terms, nor do they in any way modify the terms of this AGREEMENT.

8.8 Counterparts: This AGREEMENT may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one AGREEMENT, which shall be binding upon and effective as to all parties.

8.9 Notice: Any and all notices given to any party under this AGREEMENT shall be given as provided in this paragraph. All notices given to either party shall be made by certified or registered United States mail, or personal delivery, at the noticing party's discretion, and addressed to the parties as set forth below. Notices shall be deemed, for all purposes, to have been given on the date of personal service or three (3) consecutive calendar days following deposit of the same in the United States mail.

As to EMPLOYEE:

At EMPLOYEE's home address on file with THE CITY.

As to THE CITY:

City of Carson
Attention: City Clerk
701 East Carson Street
Carson, CA 90745

IN WITNESS WHEREOF, THE CITY has caused this AGREEMENT to be signed and executed on its behalf by its Mayor and duly attested by its City Clerk, EMPLOYEE has signed and executed this Agreement, and the attorneys for THE CITY and EMPLOYEE, if any, have approved as to form as of the dates written below.

DATED:

EMPLOYEE

By:

_____
City Manager

THE CITY

DATED:

By:

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

_____, City Attorney

[EMPLOYEE's LAW FIRM]

By:_____
[Counsel]

RESOLUTION NO. 22-197

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, David C. Roberts, Jr. (hereinafter "Mr. Roberts") commenced services as the City Manager on February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the "Agreement") between Mr. Roberts and the City Council of the City (the "City Council"); and

WHEREAS, the City Council and Mr. Roberts now wish to amend the Agreement by means of the First Amendment to the Agreement, a copy of which is attached hereto as Exhibit "A".

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. The First Amendment to the City Manager Employment Agreement between the City of Carson and David C. Roberts, Jr. attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized to execute this agreement on behalf of the City subject to City Attorney approval as to form.

SECTION 3. This resolution shall be effective immediately upon its adoption.

SECTION 4. 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 20th day of September, 2022.

LULA DAVIS-HOLMES, MAYOR

ATTEST:

DR. KHALEAH BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

SUNNY K. SOLTANI, CITY ATTORNEY

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

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 22-197 adopted by the City of Carson City Council at its meeting held on September 20, 2022, by the following vote:

AYES:	COUNCIL MEMBERS:	Hilton, Dear, Rojas
NOES:	COUNCIL MEMBERS:	Davis-Holmes, Hicks
ABSTAIN:	COUNCIL MEMEBES:	None
ABSENT:	COUNCIL MEMBERS:	None

_____
Dr. Khaleah K. Bradshaw, City Clerk

EXHIBIT "A"

CITY OF CARSON

FIRST AMENDMENT TO
CITY MANAGER
EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT ("First Amendment") is entered into and made effective the 20th day of September 2022, by and between the CITY OF CARSON, a charter city and municipal corporation ("City") and David C. Roberts Jr., an individual ("Employee").

RECITALS

WHEREAS, Employee commenced services as the City Manager of the City effective February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the "Agreement") between Employee and the City Council of the City (the "City Council"); and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]" and

WHEREAS, the City Council and Employee now desire to specify that any severance payments to Employee in the event of his termination without cause would be paid out, subject to the terms and conditions of the Agreement, on a monthly basis; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 4.1 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics***):

> "4.1 Severance Pay. In the event that within two (2) years of the Effective Date Employee's appointment is terminated without cause and Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 12 months base salary as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by twelve (12), less applicable deductions and excluding deferred compensation or the value of any other benefits. If Employee is terminated without cause after two (2) years of the Effective Date and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 9 month's base salary

as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by nine (9), less applicable deductions and excluding deferred compensation or the value of any other benefits. These severance payments are in compliance with California Government Code section 53260. ***Notwithstanding the reference to a lump sum severance payment in section 3.2 of the form "Agreement of Separation, Severance, and General Release" (attached to the Agreement as Exhibit "C"), any severance payments made to Employee pursuant to this Section 4.1 will be made on a monthly basis, subject to the terms and conditions of Article 4.0 of this Agreement***."

SECTION 3. Except as expressly amended by this First Amendment, the underlying terms, conditions, and compensation of Employee by City as and for his employment as city manager shall be as set forth in the Agreement.

IN WITNESS WHEREOF, the CITY OF CARSON has caused this First Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this First Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CARSON

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

EMPLOYEE

David C. Roberts, Jr., City Manager

[END OF SIGNATURES]

RESOLUTION NO. 23-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, David C. Roberts, Jr. (hereinafter "Mr. Roberts") commenced services as the City Manager on February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the "Agreement") between Mr. Roberts and the City Council of the City (the "City Council"); and

WHEREAS, the City Council and Mr. Roberts now wish to amend the Agreement by means of the Second Amendment to the Agreement, a copy of which is attached hereto as Exhibit "A".

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. The Second Amendment to the City Manager Employment Agreement between the City of Carson and David C. Roberts, Jr. attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized to execute this agreement on behalf of the City subject to City Attorney approval as to form.

SECTION 3. This resolution shall be effective immediately upon its adoption.

SECTION 4. 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 7th day of March 2023.

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. 23-053 adopted by the City of Carson City Council at its meeting held on March 7, 2023, 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

EXHIBIT "A"

CITY OF CARSON

SECOND AMENDMENT TO
CITY MANAGER
EMPLOYMENT AGREEMENT

This SECOND AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT ("Second Amendment") is entered into and made effective the 7th day of March 2023, by and between the CITY OF CARSON, a charter city and municipal corporation ("City") and David C. Roberts Jr., an individual ("Employee").

RECITALS

WHEREAS, Employee commenced services as the City Manager of the City effective February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the "Agreement") between Employee and the City Council of the City (the "City Council"); and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval[;]" and

WHEREAS, on September 20, 2022, the City Council and Employee entered into the First Amendment to the City Manager Employment Agreement ("First Amendment") to revise the severance pay provision of the Agreement; and

WHEREAS, the City Council and Employee now desire to enter into this Second Amendment to provide for the following: i) new salary increases effective March 7, 2023 following approval of this Second Amendment and effective July 1, 2023; ii) a one-time lump sum payment of $32,618.14 to encourage Employee's continued retention under the terms of the Agreement; and iii) that Employee receives fringe benefit levels equivalent to all Executive Management Employees, should the fringe benefit level provided in the Unclassified Management Employees Benefits Resolution exceed the fringe benefit level for Employee specified in the Agreement; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Second Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Article 2.0 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics,*** deleted language in ~~strikethrough~~):

"2.0 COMPENSATION AND REIMBURSEMENT

2.1 Salary. For the services rendered pursuant to this Agreement, Employee's initial base salary shall be Two Eighty One Thousand One Hundred Forty Dollars and No Cents ($281,140.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. ***In lieu of the 3% cost of living adjustment (COLA) previously contemplated on the first anniversary of the Agreement, effective March 7, 2023, the Salary shall be increased by fifteen point five percent (15.5%) to Three Hundred Twenty Four Thousand Seven Hundred Sixteen Dollars and Seventy Cents ($324,716.70) annually. Effective July 1, 2023, the Salary shall be increased by an additional five percent (5%) to Three Hundred Forty Thousand Nine Hundred Fifty Two Dollars and Fifty Four Cents ($340,952.54) annually. Additionally,*** Employee shall receive a guaranteed 3% cost of living adjustment ("COLA") increase to his then-current Salary effective the first full pay period following the ~~first,~~ second and third annual anniversary of the Effective Date of this Agreement. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

In the first pay period following the approval of the Second Amendment, Employee shall be paid a one-time, lump sum payment in the amount of Thirty Two Thousand Six Hundred Eighteen Dollars and Fourteen Cents ($32,618.14) to encourage Employee's continued retention under the terms of the Agreement. Such lump sum payments shall not be "compensation earnable" under CalPERS laws and regulations for purposes of calculating his CalPERS service retirement benefits.

2.2 Annual Compensation Review. The City Council and Employee agree to conduct an annual compensation review concurrently with the annual performance evaluation set forth in Section 5.2. Following the annual performance review, the City may increase the Employee's Salary-beyond the guaranteed 3% COLA referenced in Section 2.1 and any additional compensation, but reserves the right to defer all or part of any additional Salary and other compensation adjustment otherwise recommended during the annual review if the fiscal state of the City warrants such an action. However, the guaranteed 3% Salary cost of living adjustment increase provided for in Section 2.1 may not be deferred in part or in total. Any action to approve an additional Salary or other compensation increase beyond the guaranteed COLA must be approved by a majority vote of the Council at a public meeting and adopted by contract amendment implemented by means of a resolution. ~~Should the Unclassified Management Employees Benefits Resolution provide greater benefits than provided in this Agreement, City Council and City Manager agree to discuss during the annual compensation review increasing the benefit provided hereunder to match or exceed that provided under the Unclassified Management Employees Benefits Resolution.~~"

SECTION 3. Section 6.17 of the Agreement is revised to read, in its entirety, as follows (added language in bold italics):

"6.17 Except as specifically provided herein, Employee shall be entitled to the benefits provided to Unclassified Management Employees pursuant to the Unclassified Management Employees Benefits Resolution, and subject to the terms and conditions provided therein. ***Additionally, should a fringe benefit level (e.g. auto allowance, sick, vacation and other leave accrual rates and accrual caps) applicable to all Unclassified Management Employees under the Unclassified Management Employees Benefits Resolution exceed the fringe benefit level provided to Employee pursuant to this Agreement, then Employee shall be entitled to the fringe benefit level equivalent to that provided to all Unclassified Management Employees. (For example, Employee will be provided administrative leave accrual at the rate of 10 hours monthly with an accrual cap of 160 hours as provided in the current Unclassified Management Employees Benefits Resolution for all Unclassified Management Employees, instead of 8.33 hours per month with an accrual cap of 100 hours as provided in Section 6.9 of this Agreement.)***"

SECTION 4. Except as expressly amended by this Second Amendment, the underlying terms, conditions, and compensation of Employee by City as and for his employment as city manager shall be as set forth in the First Amendment and the Agreement.

IN WITNESS WHEREOF, the CITY OF CARSON has caused this Second Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Second Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CARSON

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EMPLOYEE

_____
David C. Roberts, Jr., City Manager

[END OF SIGNATURES]

RESOLUTION NO. 25-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE CITY MANAGER EMPLOYMENT AGREEMENT

WHEREAS, David C. Roberts, Jr. (hereinafter "Mr. Roberts") commenced services as the City Manager on February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the "Agreement") between Mr. Roberts and the City Council of the City (the "City Council"); and

WHEREAS, the City Council approved the First Amendment to the Agreement on September 20, 2022 via Resolution No. 22-197 and the Second Amendment to the Agreement on November 7, 2023 via Resolution No. 23-053 (Agreement, First Amendment, and Second Amendment collectively, "Agreement"); and

WHEREAS, the City Council and Mr. Roberts now wish to amend the Agreement by means of the Amendment No. 3 to the Agreement, a copy of which is attached hereto as Exhibit "A".

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

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference as though set forth in full.

SECTION 2. Amendment No. 3 to the City Manager Employment Agreement between the City of Carson and David C. Roberts, Jr. attached hereto as Exhibit "A" is hereby approved. The Mayor is authorized to execute this agreement on behalf of the City subject to City Attorney approval as to form.

SECTION 3. This resolution shall be effective immediately upon its adoption.

SECTION 4. 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 15th day of April, 2025.

_____
LULA DAVIS-HOLMES, MAYOR

ATTEST:

_____
DR. KHALEAH BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

_____
SUNNY K. SOLTANI, CITY ATTORNEY

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

I, Dr. Khaleah Bradshaw, City Clerk of the City of Carson, California, do hereby certify that the whole number of members is five; that the foregoing resolution, being Resolution No. 25-059 was duly and regularly adopted by said City at a regular meeting duly and regularly held on the ____day of____ 2025, and that the same was passed and adopted by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

By: _____
City Clerk

EXHIBIT “A”

CITY OF CARSON

AMENDMENT NO. 3 TO CITY MANAGER EMPLOYMENT AGREEMENT

This THIRD AMENDMENT TO THE CITY MANAGER EMPLOYMENT AGREEMENT ("Third Amendment") is entered into and made effective the 15th day of April 2025, by and between the CITY OF CARSON, a charter city and municipal corporation ("City") and David C. Roberts Jr., an individual ("Employee").

R E C I T A L S

WHEREAS, Employee commenced services as the City Manager of the City effective February 16, 2022 pursuant to the City of Carson City Manager Employment Agreement (the "Agreement") between Employee and the City Council of the City (the "City Council"); and

WHEREAS, Section 9.2 of the Agreement provides that it "may be amended at any time by the mutual consent of the parties by an instrument in writing, which amendment shall require City Council approval"; and

WHEREAS, on September 20, 2022, the City Council and Employee entered into the First Amendment to the City Manager Employment Agreement ("First Amendment") to revise the severance pay provision of the Agreement; and

WHEREAS, on March 7, 2023, the City Council and Employee entered into the Second Amendment to the City Manager Employment Agreement ("Second Amendment") to provide for the following: i) new salary increases effective March 7, 2023 following approval of this Second Amendment and effective July 1, 2023; ii) a one-time lump sum payment of $32,618.14 to encourage Employee's continued retention under the terms of the Agreement; and iii) fringe benefit levels equivalent to all Executive Management Employees, should the fringe benefit level provided in the Unclassified Management Employees Benefits Resolution exceed the fringe benefit level for Employee specified in the Agreement (Agreement, First Amendment, and Second Amendment are collectively referred to as "Agreement"); and

WHEREAS, the City Council and Employee now desire to enter into a Third Amendment to the Agreement; and

WHEREAS, Employee desires to accept and agrees to these employment terms from the City as set forth in this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, City and Employee hereby agree as follows:

AGREEMENT

SECTION 1. The above recitals are incorporated by reference as if set forth in full herein.

SECTION 2. Section 2.1 of the Agreement is revised to read, in its entirety, as follows:

"2.1 Salary. As of the Effective Date of this Third Amendment to the Agreement, Employee's current base salary is and shall continue to be Three Hundred Fifty-Three Thousand, Four Hundred Ninety-Six Dollars and Zero Cents ($353,496.00) annually ("Salary"), which shall be paid on a pro-rated basis bi-weekly at the same time as other employees of the City are paid. Such Salary shall be adjusted for payroll taxes, workers' compensation, and other payroll-related liability costs.

In the first full pay period following the approval of the Third Amendment, Employee shall be paid a one-time, lump sum payment equivalent to six percent (6%) of Employee's annual base salary of $353,496.00 which is the amount of Twenty-One Thousand, Two Hundred Nine Dollars and Seventy-Six Cents ($21,209.76).

In the first full pay period following July 1, 2025, Employee shall be paid a one-time, lump sum payment equivalent to four percent (4%) of Employee's annual base salary of $353,496.00, which is the amount of Fourteen Thousand, One Hundred Thirty-Nine Dollars and Eighty-Four Cents ($14,139.84) to encourage Employee's continued retention under the terms of the Agreement.

In the first pay period following July 1, 2026, Employee shall be paid a one-time, lump sum payment equivalent to four percent (4%) of Employee's annual base salary of $353,496.00, which is the amount of Fourteen Thousand, One Hundred Thirty-Nine Dollars and Eighty-Four Cents ($14,139.84) to encourage Employee's continued retention under the terms of the Agreement.

Such lump sum payments shall not be "compensation earnable" under CalPERS laws and regulations for purposes of calculating his CalPERS service retirement benefits."

SECTION 3. Section 4.1 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics,*** deleted language in ~~strikethrough~~):

"4.1 Severance Pay. In the event that ~~within two (2) years of the Effective Date Employee's appointment is terminated without cause and Employee does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee 16 months base salary as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by sixteen (16), less applicable deductions and excluding deferred compensation or the value of any other benefits. If~~ Employee is terminated without cause ~~after two (2) years of the Effective Date~~ and does not challenge such termination, including but not limited to by means of appeal or civil or administrative claim, then City shall pay to Employee ***nine*** (9) month's base salary as severance in an amount equal to his monthly base salary (as defined in Section 2 above, calculated on a per diem basis) then in effect multiplied by nine (9), less applicable deductions and excluding

deferred compensation or the value of any other benefits. These severance payments are in compliance with California Government Code section 53260. Notwithstanding the reference to a lump sum severance payment in section 3.2 of the form "Agreement of Separation, Severance, and General Release" (attached to the Agreement as Exhibit "C"), any severance payments made to Employee pursuant to this Section 4.1 will be made on a monthly basis, subject to the terms and conditions of Article 4.0 of this Agreement. ***In accordance with Section 4.2 of this Agreement, this section shall not apply if Employee resigns on his own volition, per section 3.3 of this Agreement, or if Employee is terminated for cause, per section 3.4(a) of this Agreement.*** "

SECTION 4. Section 6.1 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics,*** deleted language in ~~strikethrough~~):

"6.1 Automobile Allowance. The City shall reimburse Employee for the use of his personal automobile for official City business at the rate of ~~Six Hundred Dollars ($600.00)~~ ***Seven Hundred Dollars ($700.00)*** per month. City will also reimburse Employee for all parking fees incurred on City business under the same terms and conditions applicable to classified City employees. The car allowance and parking expense reimbursements authorized by this Section shall constitute full compensation for any and all expenses related to the operation and maintenance of Employee's vehicle for City purposes. Employee shall maintain throughout the term of this Agreement automobile liability insurance in an amount not less than One Million Dollars ($1,000,000.00) for bodily injuries or death of one person and Fifty Thousand Dollars ($50,000.00) for property damage arising from one accident. Employee shall provide City with evidence of such automobile liability insurance coverage, to consist of a certificate of insurance or a copy of the insurance policy. City shall reimburse Employee for the additional costs incurred by Employee in raising his personal automobile insurance limits to meet the requirements of this Section"

SECTION 5. Section 6.5 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics,*** deleted language in ~~strikethrough~~):

"6.5 Deferred Compensation.

a. 457(b) Plan. City agrees that Employee may, at his sole cost and expense, participate in City's Deferred Compensation Program. City further agrees that it shall match Employee's contributions, if any, into City's Deferred Compensation Plan on a dollar-for-dollar basis, up to a maximum of Six Thousand Dollars ($6,000.00) per year as allowed by state law.

b. 401(a) Plan. City agrees that Employee may, at his sole cost and expense, participate in City's 401(a) Plan. City further agrees that it shall match Employee's contributions, if any, into City's 401(a) Plan on a dollar-for dollar basis, up to a maximum of Six Thousand Dollars ($6,000.00) per year as allowed by federal and state law."

SECTION 6. Section 6.10 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics,*** deleted language in ~~strikethrough~~):

> "6.10 Leave Redemption. Employee may redeem any accumulated leave each fiscal year, up to a combined total of ~~100~~ ***three hundred (300)*** hours. Sick leave shall be redeemable at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed, subject to Section 6.7. 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"

SECTION 7. Section 6.13 of the Agreement is revised to read, in its entirety, as follows (added language in ***bold italics,*** deleted language in ~~strikethrough~~):

> "6.13 Life Insurance. The City shall provide Employee with term life insurance coverage of not less than ~~Two Hundred Thousand Dollars ($200,000.00)~~ ***Four Hundred Thousand Dollars ($400,000.00)***, with no cash surrender value to Employee, after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier. Employee shall control the naming of any beneficiaries of the policy. If the EOI form is not submitted, the maximum coverage amount shall be ~~One Hundred Ten Thousand Dollars ($110,000.00)~~ ***Two Hundred Thousand Dollars ($200,000.00)***, subject to any age reduction schedules mandated by the insurance company."

SECTION 8. Except as expressly amended by this Third Amendment, the underlying terms, conditions, and compensation of Employee by City as and for his employment as city manager shall be as set forth in the First Amendment, Second Amendment, and the Agreement.

IN WITNESS WHEREOF, the CITY OF CARSON has caused this Third Amendment to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and EMPLOYEE has signed and executed this Third Amendment, all in triplicate.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF CARSON

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

EMPLOYEE

_____
David C. Roberts, Jr., City Manager

[END OF SIGNATURES]

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

DISCUSSION 34.

To: Honorable Mayor and City Council

From: Sunny Soltani, City Attorney, Aleshire & Wynder, LLP COUNCIL Administration

Subject: INTRODUCTION AND FIRST READING OF ORDINANCE NO. 25-2508 AMENDING SECTION 2301 OF ARTICLE II OF THE CARSON MUNICIPAL CODE REGARDING THE DETERMINATION OF COUNCIL MEMBERS' TOTAL WAGES/COMPENSATION AND TOTAL RETIREMENT AND HEALTH CONTRIBUTIONS (CITY COUNCIL)

I. SUMMARY

The City Council adopted Ordinance 22-2206 on April 19, 2022, to amend Carson Municipal Code Section 2301 to implement a 5% salary adjustment of $3,875 from the then annual salary of $77,500 to $81,375 annually (effective January 1, 2023). Ordinance 25-2508 would amend Carson Municipal Code Section 2301 to implement an increase based on Government Code Section 36516/Senate Bill 329, which allows for the greater of either 5% adjustment for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year. The increase in Ordinance 25-2508 would be in the amount of 10% (5% for 2024 and 5% for 2025), to an annual salary of $89,512.51 for Council Members and $98,463.85 for the Mayor.

II. RECOMMENDATION

INTRODUCE, for first reading by title only with further reading waived, Ordinance No. 25-2508, entitled “AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 2301 (COUNCIL MEMBERS SALARIES) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE REGARDING THE DETERMINATION OF COUNCIL MEMBERS' TOTAL WAGES/COMPENSATION AND TOTAL RETIREMENT AND HEALTH CONTRIBUTIONS”.

III. ALTERNATIVES

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

IV. BACKGROUND

Article 1, section 5 of the Constitution of the State of California grants charter cities plenary authority over the compensation of its municipal officers. Section 304 of the City Charter and Carson Municipal Code Section 2301 set the City Council member compensation at the "Low Income Limits" for a family of four (4), as set forth by the U.S. Department of Housing and Urban Development for the Los Angeles County area for the year 2018, which at the time amounted to $77,500 per year. Since the adoption of the City Charter in 2018, the City Council and the Mayor have had one salary adjustment pursuant to Ordinance 22-2206, when the salary was adjusted to $81,375 for Council Members and $89,512.51 for the Mayor, effective January 1, 2023.

According to Section 304 of the City Charter and Carson Municipal Code Section 2301, any future adjustments must be in accordance with Government Code Section 36516. Government Code Section 36516, as amended by Senate Bill 329, provides for the salary of council members to be increased by "the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year."

In addition, with respect to Mayoral Salary, Section 2301.1(A) of the Carson Municipal Code (Mayoral Salary) states:

> *A. In addition to the total wages/compensation afforded to City Council members in Section 2301 above, the Mayor shall, for the performance of mayoral duties, receive an additional amount equal to ten (10) percent of Council member total wage/compensation. Total wages/compensation exclude total retirement and health contributions.*

In accordance with the requirements of Section 304 of the City's Charter, Section 2301 of the Carson Municipal, and Government Code Section 36516, the City Council was eligible for annual salary increases of 5% beginning in January 2024 (for first calendar year following January 1, 2023 salary adjustment) and in January 2025 (for second calendar year following January 1, 2023 salary adjustment). However, the City Council to date has chosen to not enact these increases. The proposed ordinance, if adopted by the City Council, would enact a 10% salary adjustment to $89,512.51 for Council Members and $98,463.85 for the Mayor.

Because the City of Carson is a charter city, it is not subject to the timing requirements under Government Code Section 36516.5 that delay any compensation adjustment, and the proposed ordinance becomes effective 30 days upon adoption after second reading. The base salary increases will be effective upon the effective date of the proposed ordinance.

As a standard practice, the first City Council meeting of December of each year, staff will bring forward on item for consideration a proposal for Mayor and Council Member compensation increases consistent with the provision of the existing and proposed ordinances. If approved, any changes would take effect at the start of the calendar year.

V. FISCAL IMPACT

Approval of the proposed ordinance would have no fiscal impact as the suggested salary increase was included in the adopted Fiscal Year 2024-2025 operating budget. If approved, subsequent fiscal years will also include the one-time 10% increase in salaries for council members and will be reflected in the City Council budget account(s) accordingly. It should be noted that the Mayor and Council are eligible for retroactive salary payments back to January 1, 2025 only, consistent with election and council seat cycles. As such, the retroactive payment for the Mayor would be $3,729.73 (January 1, 2025 - May 31, 2025), and for the council members would be $3,390.63 per member (January 1, 2025 - May 31, 2025) or $13,562.52; for a grand total of $17,292.25.

VI. EXHIBITS

1. Ordinance No. 25-2508

Attachments

Ord No. 25-2508, Council Salaries.pdf

ORDINANCE NO. 25-2508

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING SECTION 2301 (COUNCILMANIC SALARIES) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE REGARDING THE DETERMINATION OF COUNCIL MEMBERS' TOTAL WAGES/COMPENSATION AND TOTAL RETIREMENT AND HEALTH CONTRIBUTIONS

WHEREAS, Article 1, section 5 of the Constitution of the State of California grants charter cities plenary authority over the compensation of its municipal officers; and

WHEREAS, Section 304 of the City Charter and Carson Municipal Code Section 2301 address Councilmanic total wages/compensation by providing that all members of the City Council shall receive a salary set at the "Low Income Limits" for a family of four (4) as set forth by the U.S. Department of Housing and Urban Development for the Los Angeles County area for the year 2018; and

WHEREAS, Section 304 of the City Charter and Carson Municipal Code Section 2301 further provide that future adjustments to the salaries of City Council members shall be in accordance with, and limited by, Government Code Section 36516; and

WHEREAS, pursuant to Ordinance 22-2206, the City Council received a five percent (5%) annual salary adjustment effective January 1, 2023 to $81,375; and

WHEREAS, Government Code section 36516, amended by Senate Bill 329 ("SB 329") which was signed into law on June 29, 2023, allows for the salary of council members to be increased by "the greater of either 5% for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10% for each calendar year[;]" and

WHEREAS, the City Council now desires to amend Carson Municipal Code Section 2301 to provide a compensation increase of ten percent (10%) (5% for calendar year 2024 and 5% for calendar year 2025) from $81,375 to $89,512.51 for Council Members and from $81,375 to $98,463.85 for the Mayor, as of the effective date of this Ordinance; and

WHEREAS, **t**he City of Carson, as a Charter City, is not subject to the timing requirements under Government Code Section 36516.5 delaying any compensation adjustment, insofar as the compensation of City Council members is considered a municipal affair, as confirmed by Attorney General Opinion, at 57 Ops. Cal. Atty. Gen. 11 (1974).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The forgoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. The City Council makes the following findings demonstrating the need for increased compensation consistent with Government Code Section 36516(g)(2): i) the base pay increase allows councilmanic salaries to keep up with the pace of inflation and rising consumer prices in recent years; and ii) the base pay increase, consistent with the stated purpose of SB 329, helps ensure city council diversity "because the increased compensation can help individuals from across different income levels receive sufficient income from their services to help ensure that they can continue to serve the public and support their families."

SECTION 3. Section 2301 (Councilmanic Salaries) of Article II (Administration) of the Carson Municipal Code is hereby amended as follows (deletions shown in ~~strikethrough~~, additions shown in ***bold italics***):

"2301 Councilmanic Salaries.

A. All members of the City Council shall receive as total wages/compensation for their services a monthly salary which shall be set at the "Low Income Limits" for a family of four (4) as set forth by the U.S. Department of Housing and Urban Development for the area including Los Angeles County for the year 2018, which amounts to $77,500 per year. ***Pursuant to*** ~~As of the effective date of~~ Ordinance No. 22-2206, said annual salary ***was*** ~~shall be~~ increased by five (5) percent.[1] ***As of the effective date of Ordinance No. 25-2508, the annual salary shall be increased by an additional ten percent (10%) to $89,512.51 for Council Members and $98,463.85 for the Mayor.*** Total wages/compensation exclude total retirement and health contributions.

B. The City shall not provide any additional compensation to members of the City Council for attendance at other meetings of the City or City-affiliated commissions, committees, subcommittees, and boards of directors. Future adjustments to the salaries of City Council members shall be in accordance with, and limited by, the provisions of law as set forth in Government Code Section 36516 or any successor provision thereto.

C. The Council may, by resolution, establish in detail the total wages/compensation and any non-wage/compensation benefits including, but not limited to, retirement and health contributions.

[1] ~~Code reviser's note: Ord. 22-2206 provides: "Payment of the foregoing adjustment, as amended in Section 2301 of the Carson Municipal Code, shall commence January 1, 2023."~~"

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. This Ordinance shall be in full force and effect thirty (30) days after its adoption.

SECTION 6. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted and codified in the manner required by law.

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this 15th day of April, 2025.

_____
MAYOR LULA DAVIS-HOLMES

ATTEST:

_____
DR. KHALEA K BRADSHAW, CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY SUNNY K. SOLTANI

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 ordinance, being Ordinance No. 25-2508, adopted by the City of Carson City Council at its meeting held on April 15, 2025, by the following vote:

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

_____
DR. KHALEA K BRADSHAW, CITY CLERK

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, April 15, 2025, 5:00 PM

DISCUSSION 35.

To: Honorable Mayor and City Council

From: Tomisha Haywood, Records Management Coordinator 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 April 1, 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 15, 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
Vacant (JD)			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
Vacant (LDH)	Alt. 3		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
Vacant (LDH)			11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Vacant (LDH)			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
*Johnson, Jo Jacqueline (LDH)** (Pending until oath is taken)*		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (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:	Danielle Hasley, Public Information Analyst x1606
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
Childs, Aisha (LDH)	Alt. 3	12-03-24	11-30-26

[8] Public Works Commission*

Established by:	Ordinance No. 99-1181 § 2 (CMC § 2798.6)
Membership:	9 members; 3 alternates
Qualification:	Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings:	2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison:	Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff:	Taelour C. James, Division Secretary x1801

		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
Vacant (LDH)	Alt. 2		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
Vacant (AR)			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
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by Minute Order 01-26-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad Hoc Committee
Established by Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Events Ad Hoc Committee
Established by Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by Minute Order 03-02-21
Established by Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24

Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by Minute Order 06-18-24

		Appointed
Councilmember Dr. Hilton	Member	06-18-24
Mayor Pro Tempore Hicks, Sr.	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
Councilmember Dr. Hilton	01-07-25

VI. CITY AFFILIATED ORGANIZATIONS

[37] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	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
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[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
Councilmember Dr. 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
Councilmember Dr. Hilton	Alt.	01-23-24

[43] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[44] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[45] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[46] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	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
Councilmember Dr. 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
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[50] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alt.	01-26-21