



# CITY OF CARSON

## NOTICE OF SPECIAL MEETING

### CARSON RECLAMATION JOINT POWERS AUTHORITY

NOTICE IS HEREBY GIVEN that a special meeting of the Reclamation Joint Powers Authority of the City of Carson, California, will be held to discuss the item(s) described on the attached agenda and to take any actions deemed necessary thereto.

The meeting will be held as follows:

**DATE:** TUESDAY, APRIL 21, 2015  
**TIME:** 8:00 P.M.  
**PLACE:** HELEN KAWAGOE COUNCIL CHAMBERS  
CARSON CITY HALL  
701 E. CARSON STREET  
CARSON, CALIFORNIA 90745

All interested parties may be present and be heard. Further information is available by calling the City Clerk's Office at 310-952-1720, between the hours of 7:00 A.M. to 6:00 P.M., Monday through Thursday.

GIVEN BY ORDER OF CHAIRMAN PRO TEM ELITO M. SANTARINA  
OF THE CARSON RECLAMATION JOINT POWERS AUTHORITY

Dated: This 18th day of April, 2015

  
\_\_\_\_\_  
Jim Bear, Secretary  
Carson Reclamation Joint Powers Authority



## AGENDA

### SPECIAL MEETING OF THE CARSON RECLAMATION JOINT POWERS AUTHORITY 8:00 p.m.

"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)

CALL TO ORDER:

ROLL CALL:

APPROVAL OF MINUTES: NONE

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#### NOTICE TO THE PUBLIC

Public testimony may be given on any agenda item as it is called and will be LIMITED TO THREE MINUTES PER SPEAKER. Please fill out a Speaker Form in order to be identified correctly in the minutes. The forms are provided on the podium in the Council Chambers. All Speaker Forms must be given to the City Clerk at the beginning of the meeting.

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#### NEW BUSINESS CONSENT (NONE)

These items are considered to be routine items of RECLAMATION JOINT POWERS AUTHORITY business and have, therefore, been placed on the CONSENT CALENDAR. If the AUTHORITY wishes to discuss any item or items, then such item or items should be removed from the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

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#### SPECIAL ORDERS OF THE DAY (NONE)

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 Chair with the approval of the Authority.

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#### UNFINISHED BUSINESS (NONE)

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**NEW BUSINESS DISCUSSION (ITEMS 1-3)**

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**ITEM NO. (1) 2015-305. CONSIDER (1) APPOINTMENT OF BOARD CHAIR & VICE CHAIR, AND (2) A RESOLUTION ADOPTING BYLAWS AND FIXING THE TIME FOR REGULAR JPA BOARD MEETINGS, AND (3) RELATED DIRECTION ON JPA ADMINISTRATIVE PROTOCOLS**

RECOMMENDATION for the Carson Reclamation Joint Powers Authority:

TAKE the following actions:

- a. APPOINT the positions of Chair and Vice Chair to the Board, which appointments shall be made by majority vote of the Board.
- b. ADOPT Carson Reclamation Joint Powers Authority Resolution No. 15-01 to (i) set a regular meeting time for the JPA Board meetings, and (ii) adopt the organizational Bylaws setting forth the protocols for general governance, administration and meeting procedures applicable to the CRJPA. The Board will also need to agree upon, by majority vote, a regular meeting time to be incorporated into this Resolution. It is also asked that the Board identify the exact date of the CRJPA's first regular meeting. It is recommended that the Board consider a regular meeting time that is concurrent with the regular meeting schedule of the Carson City Council.
- c. APPOINT staff per the provisions in the CRJPA bylaws.
- d. PROVIDE DIRECTION as to the scope of the Executive Director's authority to make monetary expenditures, or assume potential liabilities, exceeding a certain amount.

ACTION:

**ITEM NO. (2) 2015-311. CONSIDER APPROVAL OF SETTLEMENT AND RELEASE AGREEMENT WITH CARSON MARKETPLACE LLC**

**THIS IS A JOINT AGENDA ITEM WITH THE CITY COUNCIL ITEM NO. 16 AND THE SUCCESSOR AGENCY ITEM NO. 8**

RECOMMENDATION for the Carson Reclamation Joint Powers Authority:

TAKE the following actions:

- a. Approve Settlement and Release Agreement in a form approved by Authority Attorney.
- b. Authorize the Authority Attorney, Executive Director, and the Chair to execute such additional documents and take such additional actions as may be necessary to implement the Settlement and Release Agreement, the transfer of the property to

the Carson Reclamation Authority including escrow agreements, transfer agreements, title documents, and other documents and approvals.

ACTION:

ITEM NO. (3)      2015-309.    CONSIDERATION OF APPROVAL ASSIGNMENT AND ASSUMPTION AGREEMENT BETWEEN CARSON MARKETPLACE LLC, THE CARSON REMEDIATION AUTHORITY AND DTSC

RECOMMENDATION for the Carson Reclamation Joint Powers Authority:

TAKE the following actions:

- a. Approve Assignment and Assumption Agreement in a form approved by the Authority Attorney.
- b. Authorize the Authority Attorney and the Chair of the Reclamation Authority to execute such additional documents and take such additional actions as may be necessary to implement the Assignment and Assumption Agreement.

ACTION:

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**ORDINANCE SECOND READING (NONE)**

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**ADJOURNMENT**

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File #: 2015-305, Version: 1

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## Report to Carson Reclamation Joint Powers Authority

Tuesday, April 21, 2015  
New Business Discussion

### **SUBJECT:**

**CONSIDER (1) APPOINTMENT OF BOARD CHAIR & VICE CHAIR, AND (2) A RESOLUTION ADOPTING BYLAWS AND FIXING THE TIME FOR REGULAR JPA BOARD MEETINGS, AND (3) RELATED DIRECTION ON JPA ADMINISTRATIVE PROTOCOLS**

### **I. SUMMARY**

I. On January 20, 2015, the governing Boards of the Housing Authority and Carson Community Facilities Districts Nos. 2012-1 and 2012-2 ("CFDs") approved each Board's authority to enter into an agreement for the formation of this Carson Reclamation Joint Powers Authority (CRJPA) for the purpose of overseeing, and facilitating the remediation of contaminated properties in the City of Carson. In accordance with the CRJPA Agreement, the Board must, at this initial meeting of the CRJPA Board, take the basic formational measures of (1) appointing a CRJPA Board Chair and Vice Chair, and (2) adopting organizational Bylaws setting forth the protocols for general governance, administration and meeting procedures applicable to the CRJPA and setting the time for regular Board meetings.

### **II. RECOMMENDATION**

TAKE the following actions:

- a. APPOINT the positions of Chair and Vice Chair to the Board, which appointments shall be made by majority vote of the Board.
- b. ADOPT Carson Reclamation Joint Powers Authority Resolution No. 15-01 to (i) set a regular meeting time for the JPA Board meetings, and (ii) adopt the organizational Bylaws setting forth the protocols for general governance, administration and meeting procedures applicable to the CRJPA. The Board will also need to agree upon, by majority vote, a regular meeting time to be incorporated into this Resolution. It is also asked that the Board identify the exact date of the CRJPA's first regular meeting. It is recommended that the Board consider a regular meeting time that is concurrent with the regular meeting schedule of the Carson City Council.

- c. APPOINT staff per the provisions in the CRJPA bylaws.
- d. PROVIDE DIRECTION as to the scope of the Executive Director's authority to make monetary expenditures, or assume potential liabilities, exceeding a certain amount.

### III. **ALTERNATIVES**

None, excepting any recommended revisions to the proposed Bylaws, so long as such revisions are consistent with the terms of the CRJPA Agreement. Board formation requires the adoption of Bylaws and appointment of Chair & Vice Chair consistent with terms of Authority's CRJPA Agreement.

### IV. **BACKGROUND**

In light of dissolution of the Carson Redevelopment Agency, the City faces a unique challenge in dealing with the remaining contaminated properties within the City's boundaries. From the 1940s through the 1960s, many environmentally harmful land uses operated within the City. More than 500 acres were occupied by 17 landfills, each with varying levels of toxicity, and a total of 88 auto salvage yards operated without any regulations in place. Other industrial activities such as metal production, paper product production, chemical processing, electronics manufacturing, automobile dismantling and petroleum refining have also had negative effects on the City's environment. As a result of past land uses, the Carson Redevelopment Agency was a critical arm of the City in successfully remediating environmental conditions of the City and in assisting in successful redevelopment of the City.

The City still contains a number of environmental blighting conditions on many properties that pose barriers to meaningful redevelopment. However, with the elimination of the Redevelopment Agency, property owners are less inclined to remediate these properties and the City will have to be careful involving itself in such projects not to expose the City's general funds to any potential liabilities. To fill this gap, the Carson Reclamation JPA was approved for formation.

Under the Joint Exercise of Powers Act, Gov. Code §§ 6500 *et seq.*, public agencies may make agreements with other public agencies to jointly exercise a power they have in common. Subject to the strict limitations noted below, JPAs can define their own powers, administrative control, and procedures through their formational document, the Joint Powers Agreement. (Gov. Code § 6503.) As a legally separate public agency, the CRJPA can sue or be sued, hire staff, obtain financing to build public facilities, and manage property. Joint powers agreements usually protect their member agencies from a JPA's debts or other liabilities.

### V. **ANALYSIS**

#### **A. Chair/Vice Chair Appointments**

The JPA Board has been formed and is a "public entity" for nearly all legal purposes.

However, the JPA Board has yet to appoint a Chair and Vice Chair for the purposes of Board meeting oversight. According to the CRJPA Agreement, Chair and Vice Chair appointments shall be made as follows:

The initial positions of Chair and Vice Chair shall be appointed by majority vote of the Board. Appointments to Chair and Vice Chair shall be made annually with each Officer of the Board rotating into the seat of Chair and Vice Chair based upon a system of seniority to be adopted by the Board via resolution.

The Chair shall preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board or be prescribed by the Bylaws. The Chair shall, subject to control by the Board, preside at all meetings of the Board. He or she shall be *ex officio* member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of Chair of a public corporation and shall have such other powers and duties as may be prescribed by the Board or by the Bylaws.

In the absence or disability of the Chair, the Vice Chair shall perform all the duties of the Chair and when so acting shall have all the powers of and be subject to all of the restrictions upon the Chair. The Vice Chair shall have such other powers and perform such other duties as may from time to time be prescribed, respectively, by the Board or by the Bylaws.

## **B. Bylaws**

A JPA must abide by the complex conflicts-of-interest laws of the California Political Reform Act (Gov. Code §§ 87100 *et seq.*), the restrictions on self-interested contracts involving government officials (Gov. Codes §§ 1090 *et seq.*), the Brown Act's open meeting laws (Gov. Code §§ 54950 *et seq.*) and the Public Records Act (Gov. Code §§ 6250 *et seq.*). The proposed Bylaws, attached as Exhibit "A" to the accompanying Resolution No. 15-01 CRJPA, set forth basic "ground rules" for following these procedural laws, as well as other administrative protocols.

Furthermore, as part of Resolution No. 15-01 CRJPA, the Board needs to agree upon, by majority vote, a regular meeting time for CRJPA Board Meetings on a going-forward basis. It is recommended that the Board consider a regular meeting time that is concurrent with the Carson City Council's regular meetings, so that meeting agendas can be consolidated and because such time has historically been convenient for various officers and staff. It is also asked that the Board identify the exact date of the CRJPA's first regular meeting.

## **C. Setting the Contract Authority of the Executive Director.**

Proposed Bylaws Section 3.04 provides:

The Executive Director shall have charge of the day-to-day administration of the Authority, all other Directors, and Authority staff, and shall execute the directives of the Board. The Executive Director may sign all contracts on behalf of the Authority that do not exceed a monetary expenditure, or assumption of potential liabilities, exceeding such amount as

may be provided by resolution of the Board.

The Board may provide direction to staff as to the scope of the Executive Director's contracting authority and whether it would like to set a cap on the Director's authority to make monetary commitments or contractual expenditures. Staff could bring forward a resolution formalizing the Board's direction on this issue at a future meeting.

**VI. FISCAL IMPACT**

None. All actions proposed under this item pertain to basic formational/organizational matters. No project or expenditure is proposed.

**VII. EXHIBITS**

Exhibit No. 1 - Resolution No. 15-01 CRJPA (pgs. 5-6)

Exhibit No. 2 - JPA Bylaws (pgs. 7-13)

Prepared by: City Attorney's office

**RESOLUTION NO. 15-01 CRJPA**

**A RESOLUTION OF THE CARSON RECLAMATION JOINT POWERS AUTHORITY ADOPTING BYLAWS AND FIXING THE TIME AND PLACE FOR REGULAR MEETINGS**

**WHEREAS**, on January 20, 2015, the governing Boards of the Housing Authority and Carson Community Facilities Districts Nos. 2012-1 and 2012-2 ("CFDs") approved each Board's authority to enter into an agreement for the formation of this Carson Reclamation Joint Powers Authority (CRJPA) for the purpose of overseeing, and facilitating the remediation of contaminated properties in the City of Carson; this was achieved pursuant to the Joint Exercise of Powers Act, commencing with section 6500 *et seq.* of the Government Code; and

**WHEREAS**, the Carson Reclamation Joint Powers Authority will facilitate and fund the environmental study, investigation, remediation and reclamation of any and all contaminated properties in the City, or the acquisition and subsequent reclamation of contaminated properties. These powers include any improvements on property related to environmental clean-up and any negotiations or processing of property reclamation required in connection with the California Department of Toxic Substances Control ("DTSC") or any other State or Federal environmental agency. The Authority's powers may extend beyond mere property remediation to development planning and implementation; and

**WHEREAS**, the CRJPA now seeks to adopt bylaws to govern its administration and officers, as well as to set the time of future regular CRJPA meetings.

**NOW, THEREFORE, BE IT RESOLVED** by the Carson Reclamation Joint Powers Authority as follows:

Section 1. Regular Meetings. The regular meetings of the Board shall hereafter be held on \_\_\_\_\_ . The place of such meetings is set by the JPA Agreement.

Section 2. First Meeting. The first regular meeting shall be held on the date of \_\_\_\_\_.

Section 3. Adoption of the Bylaws. The Board of Directors of the Carson Reclamation Authority hereby adopts the Bylaws, attached hereto as Exhibit "A", in their entirety.

Section 4. Effective Date. This Resolution shall take effect from and after its passage and adoption.

**ADOPTED, SIGNED and APPROVED** this \_\_\_\_ day of April, \_\_\_\_ 2015.

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Authority Secretary

**BYLAWS OF THE  
CARSON RECLAMATION JOINT POWERS AUTHORITY**

**ARTICLE I**

**DEFINITIONS; OFFICES**

**Section 1.01. Basic Definitions.** All capitalized terms used herein shall have the respective meanings given such terms in the Joint Exercise of Powers Agreement, dated as of its date of execution (the "Agreement"), by and between the COMMUNITY FACILITIES DISTRICT NO. 2012-1 OF THE CITY OF CARSON (THE BOULEVARDS AT SOUTH BAY – REMEDIAL SYSTEMS OM&M), a public body formed pursuant to the Mello-Roos Community Facilities Act of 1982, and the COMMUNITY FACILITIES DISTRICT NO. 2012-2 OF THE CITY OF CARSON (THE BOULEVARDS AT SOUTH BAY – CAPITAL IMPROVEMENTS), a public body formed pursuant to the Mello-Roos Community Facilities Act of 1982 (collectively the "Districts"), and the CITY OF CARSON HOUSING AUTHORITY, public entity formed pursuant to Government Code Sections 34200 *et seq.* ("Housing Authority"). The Districts and Housing Authority are herein collectively called the "Members" and each individually a "Member".

These Bylaws are entered into pursuant to the formation of the Carson Reclamation Authority (the "Authority"), which was formed pursuant to that "Joint Powers Agreement" ("Agreement") executed between the Members on February 17, 2015, as amended, and in accordance with Government Code Sections 6500, *et seq.* (the "Joint Powers Law").

**Section 1.02. Offices.** The principal office of the Authority for the transaction of business shall be 701 E Carson Street, Carson, California 90745. The Board may, however, fix and change from time to time the principal office from one location to another within the City of Carson by noting the change of address in the minutes of the meeting of the Board at which the address was fixed or changed. The fixing or changing of such address shall be processed as an amendment to these Bylaws.

**Section 1.03. New Members.** New members may be admitted to membership by amendment of the Agreement in accordance with the provisions of the Agreement.

**ARTICLE II**

**BOARD**

**Section 2.01. Powers.** Subject to the limitations of the Agreement, the terms of these Bylaws, and the laws of the State of California, the powers of this Authority shall be vested in and exercised by and its property controlled and its affairs conducted by the Board of the Authority. The Authority may exercise any powers of its Members in carrying out the remediation and rehabilitation of properties within the territory of the City of Carson in accordance with all laws of the State of California. These powers include any improvements on Property related to environmental clean-up and any negotiations or processing of Property

reclamation required in connection with the California Department of Toxic Substances Control (“DTSC”) or any other State or Federal environmental agency. The Authority’s powers may extend beyond mere Property remediation to development planning and implementation. Without limiting the generality of the foregoing, the Authority may exercise all powers provided in State Law which the Housing Authority may exercise on this date or hereafter.

**Section 2.02. Number.** The Board shall have five (5) members (“Officers”), who shall be appointed or designated as follows:

- a) One appointment by the Chair of the Housing Authority subject to ratification by a majority vote of the Housing Authority Board;
- b) One appointment by the Chair of the Districts’ Board subject to ratification by a majority vote of the Districts’ Board;
- c) One seat on the Board shall be filled by a member of the Carson Planning Commission, which appointment shall be made by the Chair of the Housing Authority subject to ratification by a majority vote of the Housing Authority Board;
- d) One seat on the Board shall be filled by a member of the Carson Environmental Commission, which appointment shall be made by the Chair of the Housing Authority subject to ratification by a majority vote of the Housing Authority;
- e) One seat on the Board shall be filled by either (i) the Chair of the Carson Economic Development Commission, or (ii) the Secretary to the Housing Authority, which appointment shall be made by the Chair of the Housing Authority Board, subject to ratification by a majority vote of the Housing Authority. In the event the Secretary to the Housing Authority is appointed to sit on the Board, the position of Authority Secretary shall pass to the Deputy City Clerk of the City of Carson.

The term for all Officers on the Board shall be for a period of five years. Officers can be earlier removed from the Board via majority vote of the Board, in which case a new appointment shall be made. The initial positions of Chair and Vice Chair shall be appointed by majority vote of the Board. Appointments to Chair and Vice Chair shall be made annually with each Officer of the Board rotating into the seat of Chair and Vice Chair based upon a system of seniority to be adopted by the Board via resolution.

**Section 2.03. Chair.** The Chair shall preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board or as prescribed by these Bylaws.

The Chair shall, subject to control by the Board, preside at all meetings of the Board. He or she shall be *ex officio* member of all standing committees, if any, and shall have the general powers and duties of management usually vested in the office of Chair of a public corporation and shall have such other powers and duties as may be prescribed by the Board or by these Bylaws.

**Section 2.04. Vice Chair.** In the absence or disability of the Chair, the Vice Chair shall perform all the duties of the Chair and when so acting shall have all the powers of and be subject to all of the restrictions upon the Chair. The Vice Chair shall have such other powers and perform such other duties as may from time to time be prescribed, respectively, by the Board or by these Bylaws.

**Section 2.05. Compensation.** Officers shall serve without compensation but each Officer may be reimbursed his/her necessary and actual expenses, including travel incident to his services as Officer, pursuant to resolution of the Board. Any Officer of the Board may elect, however, to decline said reimbursement.

**Section 2.06. Regular Meetings.** Regular meetings of the Board shall be held in the City Council Chambers of the Authority's principle office at such recurring date and time as set by the Board by resolution; if any day so fixed falls upon a legal holiday, then, upon the next succeeding business day at the same hour. No notice of any regular meeting of the Board need be given to the Board Officers. The Board may, however, fix and change from time to time the regular meeting time to another by noting the change of time in the minutes of the meeting of the Board at which the address was fixed or changed. The fixing or changing of such time shall be processed as an amendment to these Bylaws.

**Section 2.07. Special Meetings.** A special meeting may be called and held at any time in accordance with the Ralph M. Brown Act, constituting Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code ("Brown Act").

**Section 2.08. Public Meetings; Notice of Meetings.** All proceedings of the Board shall be subject to the provisions of the Brown Act, and notice of the meetings of the Authority shall be given in accordance with the Brown Act.

**Section 2.09. Consent to Meetings.** The transactions of the Board at any meeting however called and noticed or wherever held, shall be as valid as though done at a meeting duly held after call and notice if a quorum is present and if either before or after the meeting each Board Officer not present signs a written waiver of notice or a consent to the holding of such meeting or approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

**Section 2.10. Quorum.** A quorum shall consist of a majority of the Officers of the Board unless a greater number is expressly required by statute, by the Agreement, or by these Bylaws. Every act or decision done or made by a majority of the Officers present at a meeting duly held at which a quorum is present, shall be the act of the Board, unless a higher vote threshold is specified by statute, by the Agreement, or by these Bylaws.

**Section 2.11. Order of Business.** The order of business at the regular meeting of the Board and, so far as possible, at all other meetings of the Board, shall be essentially as follows, or conducted in the form business is conducted by the Housing Authority of the City:

- (a) Report on the number of Officers present in person or by proxy in order to determine the existence of a quorum.
- (b) Reading of the notice of the meeting and proof of the delivery or mailing thereof, or the waiver or waivers of notice of the meeting then filed, as the case may be.
- (c) Reading of unapproved minutes of previous meetings of the Board and the taking of action with respect to approval thereof.
- (d) Presentation and consideration of reports of Authority staff and committees.
- (e) Unfinished business.
- (f) New business or future agenda items.
- (g) Adjournment.

Notwithstanding the foregoing, the Authority may by resolution revise its order of business. Roberts Rules of Order shall apply to the deliberations of the legislative body.

**Section 2.12. Nonliability for Debts.** The private property of the Officers shall be exempt from execution or other liability for any debts, liabilities or obligations of the Authority and no Officer shall be liable or responsible for any debts, liabilities or obligations of the Authority. All of the privileges and immunities from liability, exemption from laws, ordinances, and rules, all pension, relief, disability, workmen's compensation, and other benefits which apply to the activity of Officers, agents, or employees of the Authority when performing their respective functions within the territorial limits of a Member shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties under the provisions of the Agreement Chapter 5 of Title 1 of Division 7 of the California Government Code, commencing with Section 6500. However, none of the Officers, agents or employees of the Authority shall be deemed to be employed by any of the Members or to be subject to any of the requirements of such Members by reason of their employment by the Authority.

### ARTICLE III

#### AUTHORITY ADMINISTRATION

**Section 3.01. Administrative Directors.** The Authority's managing administrative staff ("Directors") shall be an Executive Director, a Treasurer, a Secretary, and a General Counsel, which positions shall be filled as follows:

- a) The Executive Director of the Housing Authority shall serve as Executive Director of the Board. Such Executive Director shall have full authority and responsibility to implement the purposes and objectives of the Authority, subject only to the general authority of the Board, and specific definition of duties, responsibilities and compensation by a contract approved by the Board. The duties of the Executive Director may be delegated by the Executive Director to subordinate employees or performed through contractual services;

- b) The Treasurer shall be appointed by the Board from either a director, manager, or employee of a Member agency to hold the office of Treasurer/Auditor for the Authority, which appointment shall consider the accounting and financial experience, expertise and knowledge of the proposed appointee to Treasurer/Auditor. Alternatively, the Board may approve a professional services contract with a certified public accountant to fulfill the Treasurer/Auditor functions. Such person or persons shall possess the powers and duties of, and shall perform all Treasurer/Auditor functions for the Authority, including those required or authorized by California Government Code Sections 6505, 6505.5, and 6505.6. The Treasurer/Auditor is the depository and has custody of all of the money of the Authority. The Treasurer/Auditor is also responsible for receipt and disbursement of said money, payment of all warrants and obligations of the Authority, and financial reporting on at least a quarterly basis to the Authority and its Members.
- c) The Secretary of the Housing Authority, or his or her designee, shall serve as the Secretary of the Board, except that in the event the Secretary to the Housing Authority is appointed to sit on the Board, then the position of Authority Secretary shall pass to the Deputy City Clerk of the City of Carson.
- d) General Counsel to the Housing Authority shall serve as the Authority's General Counsel. The Board, by resolution, may appoint such other legal counsel as the Board so desires.

When the duties do not conflict, one person may hold more than one of these positions. The Board may appoint such assistants to act in the place of the Directors (other than the Executive Director) as the Board shall from time to time deem appropriate.

**Section 3.02. Subordinate Officers.** The Board may elect or authorize the appointment of such further employees, consultants, or staff in addition to those hereinabove mentioned as the business of the Authority may require, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws, or as the Board from time to time may authorize or determine by resolution.

**Section 3.03. Removal of Directors.** Any Director may be removed, either with or without cause, by a majority of the Board at any regular or special meeting of the Authority, or, except in the case of a Director or other employee, consultant or staff member chosen directly by the Board, by any Directors upon whom such power of removal may be conferred by the Board. Should a vacancy occur in any office as a result of death, resignation, removal, disqualification or any other cause, the Board may delegate the powers and duties of such office to any other Directors until such time as a successor for said office has been filled.

**Section 3.04. Executive Director.** The Executive Director shall perform such functions as are customary in the exercise of such a position, and as may be more specifically provided by the Board from time to time. The Executive Director shall have charge of the day-to-day administration of the Authority, all other Directors, and Authority staff, and shall execute the directives of the Board. The Executive Director may sign all contracts on behalf of the Authority

that do not exceed a monetary expenditure, or assumption of potential liabilities, exceeding such amount as may be provided by resolution of the Board.

Unless provided otherwise under applicable law, the Chair or the Executive Director of the Authority shall also be an authorized signatory on any bonds and/or contracts of the Authority.

**Section 3.05. Secretary.** The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board may order, of all meetings of the Board, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all meetings of the Board of the Authority, shall keep the corporate records' in safe custody any shall have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

**Section 3.08. Treasurer.** Pursuant to Section 6505.5 of the Joint Powers Law, the Treasurer is the chief financial officer of the Authority and, as such, shall perform the functions set forth in Section 6505.5 of the Joint Powers Law. Pursuant to Section 6505.1 of the Joint Powers Law, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto. As Treasurer of the Authority, the Treasurer has custody of all of the accounts, funds and money of the Authority from whatever source.

The Treasurer shall draw warrants to pay demands against the Authority when the demands have been approved by the Board and shall assure that there is strict accountability of all funds and reporting of all receipts and disbursements of the Authority.

In the event, but only in the event, that the Treasurer holds moneys for the account of the Authority or the Members thereto, the Treasurer shall verify and report in writing at least quarterly to the Board and the Members the amount of money so held, the amount of receipts since the last such report, and the amount paid out since the last such report.

**Section 3.09. Audits.** Pursuant to Section 6505.5 of the Joint Powers Law, the Treasurer shall ensure performance of the functions of the auditor of the Authority, as such functions are set forth in Section 6505.5 of the Joint Powers Law. If the Treasurer is not qualified to perform such audit functions as required by the Joint Powers Law, then the Treasurer shall have the power and authority, with Board approval, to retain the services of a certified public accountant via professional services agreement.

The records and accounts of the Authority shall be audited annually by an independent certified public accountant. All audit costs will be born by the Authority. These reports shall be filed within 12 months after the end of the fiscal year under audit with each Member and also with the Los Angeles County auditor, and shall be sent to any public agency or person in California that submits a written request to the Authority.

## ARTICLE IV

### GENERAL PROVISIONS

**Section 5.01. Payment of Money, Signatures.** All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness issued in the name of or payable to the Authority and any and all securities owned by or held by the Authority requiring signature for transfer shall be signed or endorsed by (i) the Treasurer, and (ii) either the Board Chair or Executive Director, as applicable under Section 3.04 or 5.02 of these Bylaws, or other applicable provisions of the Agreement.

**Section 5.02. Execution of Contracts.** Unless provided otherwise under applicable law, the Executive Director or the Chair shall also be an authorized signatory on any bonds and/or contracts of the Authority.

The Board, except as stated in the Agreement or in the Bylaws otherwise provided, may authorize by resolution any Director, employee, agent or agents, to enter into any contract or execute any contract or execute any instrument in the name of and on behalf of the Authority and such authorization may be general or confined to specific instances and unless so authorized by the Board, no Director, employee, agent or employee shall have any power or authority to bind the Authority by any contract or engagement or to pledge its credit or to render it liable for any purpose or in any amount.

**Section 5.03. Fiscal Year.** The fiscal year(s) of the Authority shall be July 1 through June 30 of each year.

**Section 5.04. Amendment of Bylaws.** These Bylaws may be amended at any time and from time to time by majority vote of the Board.

**Section 5.05. Conflicts.** In the event that there is a conflict between these Bylaws and the Agreement, the terms of the Agreement shall control.

\_\_\_\_\_  
Chair

ATTEST:

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Secretary



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File #: 2015-311, Version: 1

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## Report to Carson Reclamation Joint Powers Authority

Tuesday, April 21, 2015  
New Business Discussion

### SUBJECT:

**CONSIDER APPROVAL OF SETTLEMENT AND RELEASE AGREEMENT WITH  
CARSON MARKETPLACE LLC  
THIS IS A JOINT AGENDA ITEM WITH THE CITY COUNCIL AND THE SUCCESSOR  
AGENCY**

### I. SUMMARY

I. Please refer to staff report number 16 listed on the City Council agenda.

### II. RECOMMENDATION

### III. ALTERNATIVES

### IV. BACKGROUND

### V. FISCAL IMPACT

### VI. EXHIBITS

Prepared by:



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File #: 2015-309, Version: 1

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## Report to Carson Reclamation Joint Powers Authority

Tuesday, April 21, 2015  
New Business Discussion

### SUBJECT:

**CONSIDERATION OF APPROVAL ASSIGNMENT AND ASSUMPTION AGREEMENT  
BETWEEN CARSON MARKETPLACE LLC, THE CARSON REMEDIATION AUTHORITY  
AND DTSC**

### I. SUMMARY

A verbal staff report will be given on this matter this evening by the City Attorney.

### II. RECOMMENDATION

TAKE the following actions:

**A.** Approve Assignment and Assumption Agreement in a form approved by the Authority Attorney.

**B.** Authorize the Authority Attorney and the Chair of the Reclamation Authority to execute such additional documents and take such additional actions as may be necessary to implement the Assignment and Assumption Agreement.

### III. ALTERNATIVES

### IV. BACKGROUND

### V. FISCAL IMPACT

### VI. EXHIBITS

Assignment and Assumption Agreement. (pgs. 3-11)

Prepared by: City Attorney's Office

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "**Agreement**") is made as of April \_\_, 2015, by the California Department of Toxic Substances Control ("**DTSC**"), Carson Marketplace LLC, a Delaware limited liability company ("**CM**"), and the Carson Reclamation Authority, a California Joint Powers Authority (the "**Reclamation Authority**"). DTSC, CM, and the Reclamation Authority are sometimes referred to herein as a "**Party**" or "**Parties**."

### RECITALS

WHEREAS, CM is the current owner of certain unimproved real property spanning approximately 157-acres (collectively, the "**157-Acre Property**"), located in the City of Carson, County of Los Angeles, State of California, as more particularly described on Exhibit A attached hereto, consisting of two parcels, a subsurface lot ("**Subsurface Lot**"), which is referenced as Parcel 1 on Exhibit A and also referenced as APN No. 7336-010-024, and a surface lot ("**Surface Lot**"), which lot is referenced as Parcel 2 on Exhibit A and also referenced as APN No. 7336-010-025;

WHEREAS, the 157-Acre Property is a former landfill site, and on October 25, 1995, the DTSC approved a Remedial Action Plan for the upper operable unit at the 157-Acre Property (the "**RAP**"), which requires the installation, operation and maintenance of certain remedial systems, including a landfill cap, landfill gas extraction and treatment system, and groundwater collection and treatment system on the 157-Acre Property (the "**Remedial Systems**");

WHEREAS, in a lawsuit initiated by DTSC entitled *California Department of Toxic Substances Control v. Commercial Realty Projects, Inc., et al.* (U.S. District Court, Central District of California, Civil Action No. 95-8773), the court entered a Consent Decree in December 1996 ("**Original Consent Decree**"); a Consent Decree resolving claims against Atlantic Richfield Company, et al. ("**Defense Group Decree**") on March 29, 2001; a Supplemental Consent Decree on March 29, 2001 ("**Supplemental Consent Decree**"); a Modification by Consent to Supplemental Consent Decree on March 29, 2001; a Modification by Consent to Defense Group Decree on March 29, 2001 (collectively, the "**Consent Decrees**"); Consent Decree Resolving Claims Against Los Angeles County Defendants on February 4, 2004; and a Consent Decree Resolving Claims against Minnesota Mining and Manufacturing Company on March 29, 2001;

WHEREAS, CM and DTSC entered into the Compliance Framework Agreement dated as of September 28, 2006, as amended by the First Amendment to Compliance Framework Agreement dated as of December 31, 2007 (collectively, the "**CFA**") for the purpose of setting forth a plan for implementing the Original Consent Decree and Supplemental Consent Decree and any modifications thereto entered by the Court;

WHEREAS, the CFA requires CM to establish financial assurance for implementation of the RAP, including long-term operation and maintenance of the Remedial Systems ("**O&M**");

WHEREAS, CM and Tetra Tech, Inc. entered into (1) a Fixed Price Design and Construction Environmental Assurance Agreement dated December 31, 2007, as amended, for the design and construction of the Remedial Systems and (2) a Fixed Price Operations and Maintenance Environmental Assurance Agreement dated December 31, 2007, as amended, for the operation, maintenance and monitoring of the Remedial Systems (collectively, the "EAAs");

WHEREAS, the EAAs and CFA contemplate that the 157-Acre Property would be vertically subdivided into a "Subsurface Parcel," which is the same as the Subsurface Lot, and a "Development Parcel," which is the same as the Surface Lot;

WHEREAS, CM, Tetra Tech and Wells Fargo Bank, National Association entered into a Carson Marketplace Design and Construction EAA Trust Agreement dated April 13, 2009, as amended by a First Amendment to Carson Marketplace Design and Construction EAA Agreement dated June 12, 2012 (collectively, the "**EAA Trust Agreement**") to establish a trust account for funds to be paid to Tetra Tech upon completion of certain work (the "**Design and Construction Trust Account**"), which account has a remaining balance of approximately \$30 million;

WHEREAS, the requirement in the Original Consent Decree for funding \$26,011,000 in an escrow account for remediation was satisfied by the payments made to the Design and Construction Trust Account and by the other commitments that CM undertook pursuant to the CFA;

WHEREAS, AIG Environmental issued the Carson Marketplace Cleanup Cost Cap Insurance Policy (the "**AIG Policy**"), and CM has also obtained a Pollution and Remediation Legal Liability Policy issued by XL Environmental, a Contractor's Pollution Liability Insurance issued by ACE, and an Excess Liability Insurance Policy issued by Chubb (collectively, "**Insurance Policies**"), which policies will be endorsed to name the JPA as an insured;

WHEREAS, CM and the former Carson Redevelopment Agency are parties to the Owner Participation Agreement dated July 25, 2006, and subsequently amended (collectively, the "**OPA**") pursuant to which the Redevelopment Agency provided approximately \$ 69.5 million in funding for remediation, which funding was deposited by CM into the Design and Construction Trust Account, of which approximately \$30 million remains. Pursuant to the OPA, the Successor Agency to the Carson Redevelopment Agency ("**Successor Agency**") is obligated to provide an additional \$50.5 million in financial assistance to CM for remediation and infrastructure at the 157-Acre Property;

WHEREAS, Community Facilities District No. 2012-1 of the City of Carson (the Boulevards at South Bay – Remedial Systems OM&M) ("**Community Facilities District No. 2012-1**") has been formed to provide funding for the long-term O&M;

WHEREAS, substantial portions of the Remedial Systems have been installed, including portions of the landfill cap and landfill gas extraction and treatment system, and installation and operation of the groundwater extraction and treatment system;

WHEREAS, the requirement in the Consent Decrees to locate and abandon potential oil and water wells were satisfied by CM;

WHEREAS, the City of Carson ("the City") determined to establish a joint powers authority under the provision of the California Joint Powers Act (Gov't Code Sections 6500 et. seq., as it may be amended), and on January 20, 2015, the governing boards of the City of Carson Housing Authority, Community Facilities District No. 2012-1, and Community Facilities District No. 2012-2 of the City of Carson (The Boulevards at South Bay – Capital Improvements), each approved an agreement for the formation of the Carson Reclamation Authority for the purpose of overseeing and facilitating the remediation of contaminated properties in the City of Carson, and for the maintenance and potential development of same, and said Reclamation Authority was formed on March 17, 2015;

WHEREAS, a First Amended Joint Powers Agreement of the Carson Reclamation Authority was approved on \_\_\_\_;

WHEREAS, among the powers of the Reclamation Authority are to purchase and hold real property, to appoint officers and employees, to enter into contracts, to sue and be sued, to purchase insurance, and to construct, operate, and maintain remediation systems to alleviate contamination;

WHEREAS, on December 13, 2013, a Declaration of Covenants, Conditions and Restrictions and Grant of Easement (Existing CC&Rs) was made by and between CM and the City, which CC&Rs was on January 3, 2014 recorded in the Official Records of the County of Los Angeles Recorder's Offices as Instrument NO. 20140004917. The Existing CC&Rs require, among other things, that prior to the sale or finance of the Surface Lot separately from the Subsurface Lot, and prior to development of the Surface Lot beyond the installation of infrastructure, Surface CC&Rs and Environmental CC&Rs (as those terms are defined in the Existing CC&Rs) shall be recorded for the 157-Acre Property;

WHEREAS, CM has reached a settlement agreement ("**Settlement Agreement**") with the City, Successor Agency and Reclamation Authority whereby CM will, among other things: transfer the 157-Acre Property to the Reclamation Authority, assign to the Reclamation Authority certain rights and obligations of CM under the EAAs, the EAA Trust Agreement, and the Design and Construction Trust Account, and assign to the Reclamation Authority the CFA and all of CM's obligations under the CFA. The Successor Agency will fund the \$50.5 million in net proceeds to the Reclamation Authority for completion of remediation and infrastructure and other obligations of the Reclamation Authority consistent with the intent of the OPA and the Settlement Agreement. As a condition to the transfer of title to the Reclamation Authority, the Settlement Agreement provides that JPA is satisfied that a settlement or other resolution of the current invoice disputes for work performed by Tetra Tech prior to the transfer has been resolved and that such disputes shall not be the responsibility of the Reclamation Authority after such transfer. The Reclamation Authority will, among other things: take title to the 157-Acre Property, accept assignment of the CFA and all of CM's obligations under the CFA, the Consent Decrees and the RAP, perform all remediation work and maintain all financial assurances for the funding thereof required under the CFA, the Consent Decrees, the RAP, and other applicable documents or regulatory requirements, including, but not limited to, the proper design, construction, installation, operation, and maintenance and monitoring of all Remedial Systems, and the undertaking of any future response actions that may be required by DTSC or any other

environmental regulatory agency with jurisdiction over the 157-Acre Property (“**Remediation Work**”);

WHEREAS, by this Agreement, the Reclamation Authority warrants that it will fulfill all of CM's obligations under the CFA, the Consent Decrees and the RAP with respect to the Remediation Work;

WHEREAS, by this Agreement, CM has determined that neither the transfer of the 157-acre Property, nor the terms of this Agreement or the Settlement Agreement, will frustrate or impede the full implementation of Remediation Work; and

WHEREAS, DTSC understands that the Reclamation Authority intends to submit to DTSC an application for a Prospective Purchaser Agreement between DTSC and the Reclamation Authority and/or City of Carson with regard to the 157-Acre Property.

NOW, THEREFORE, in consideration of the foregoing recitals, the agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

#### AGREEMENT

1. Recitals. All of the foregoing recitals are deemed to be true and are incorporated herein as a part of this Agreement.

2. Effective Date. This Agreement shall be effective upon the last to occur of the following (the “**Effective Date**”): (i) the execution of this Agreement by the Parties, (ii) the prior or concurrent approval and execution of the Settlement Agreement and the conditions precedent to it becoming effective have been satisfied, or (iii) transfer of the 157-Acre Property to the Reclamation Authority.

3. Assignment of the CFA. As of the Effective Date, CM hereby grants, transfers, conveys, assigns and delegates to the Reclamation Authority all of the rights and interests of CM in, to and under the CFA, provided, however, that CM shall continue to enjoy the benefits of the CFA, including, without limitation, the Covenants Not to Sue and Contribution Protection set forth in the Consent Decrees and the CFA. The Reclamation Authority hereby accepts such assignment and delegation by CM.

4. Assumption of Obligations. The Reclamation Authority hereby assumes all obligations of CM under the CFA and agrees to perform all of the obligations of CM under the CFA, the Consent Decrees and the RAP including the Remediation Work. DTSC and the Reclamation Authority agree that upon Effective Date of this Agreement, it shall satisfy the terms of Section XII.AA of the Original Consent Decree in lieu of the delivery of a duly executed Agreement and Certification of Successors and Assigns as provided in that Section.

5. Within thirty (30) days of execution of this Agreement, CM shall provide a copy of the written consent from the City Attorney evidencing the Reclamation Authority's satisfaction of the conditions to the effectiveness of the Settlement Agreement as provided for in Section 31 of the Settlement Agreement and

evidence of the endorsement of the Reclamation Authority as an Additional Cost Cap Insured under the AIG Policy.

6. Consent to Assignment of CFA and Assumption of Obligations by the Reclamation Authority. DTSC hereby consents to the assignment of the CFA by CM to the Reclamation Authority, and the assumption by the Reclamation Authority of the CFA and all obligations of CM under the CFA, the Consent Decree, and the RAP.

7. Funding. Funds from the OPA, Settlement Agreement, the Design and Construction Trust Account, the CFD 2012-1, and the AIG Policy, earmarked for the remediation of the 157-acre Property, shall only be used for the purposes and in the manner set forth in those respective agreements, and shall provide funding for the Remediation Work, as defined herein, related to the 157-Acre Property.

8. Assignment of EAA Trust Agreement and EAAs. DTSC consents to the assignment by CM and the assumption by the Reclamation Authority of CM's rights and obligations under the EAAs and EAA Trust Agreement as set forth herein.

9. Acknowledgement and Confirmation of Continued Benefits. Except as otherwise expressly provided in this Agreement, DTSC acknowledges and agrees that as of the Effective Date, CM and L.A. MetroMall shall have no further responsibility or obligations under the CFA, Consent Decree or RAP for long-term O&M or other remedial requirements at the 157-Acre Property. Further, CM and L.A. MetroMall shall continue to enjoy the benefits of the CFA and Consent Decrees, including without limitation, the Covenants Not to Sue and Contribution Protection.

10. Cooperation. CM shall cooperate in good faith with DTSC and the Reclamation Authority to provide information and documents in its possession and/or execute such other documents as may be necessary or convenient to the performance of the rights and obligations of the Parties set forth in this Agreement. In order to fulfill this obligation, CM shall (1) continue in existence until the date of the commencement of development of the Surface Parcel or, if no development has commenced on the Surface Parcel within three (3) years following the Effective Date, then until such third anniversary date; and (2) at any time that CM is no longer in existence pursuant to (1) above, appoint an agent who is fully authorized and has the legal capacity to execute documents and otherwise cooperate on CM's behalf in fulfillment of this Section for an additional ten years following such commencement date.

11. Environmental Restrictions and Environmental CC&Rs. Prior to the sale, transfer, or lease of the Surface Lot, or any part thereof, to a third party, the Reclamation Authority shall (1) comply with the Existing CC&Rs; (2) record Environmental CC&Rs in a form approved by DTSC and as contemplated in the CFA; and (3) record the Covenant to Restrict Use of Property – Environmental Restriction in a form approved by DTSC and as contemplated in the CFA.

12. Obligations of Reclamation Authority. The Parties understand and agree that by the Reclamation Authority assuming the obligations as set forth in this Agreement neither the City nor any of its elected officials, employees, agents, contractors, attorneys, or entities of which the City is a member (collectively, "City Affiliates") has any obligations as to the

performance or funding of the Remediation Work related to the 157-Acre Property, and is not assuming any obligations under the CFA. To that end, DTSC hereby waives, releases, and discharges the City and City Affiliates from any and all suits or controversies, claims, causes of action, liabilities, damages, losses, judgments, awards, settlements, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and costs and expenses of investigation) whatsoever, whether or not founded in fact or in law (collectively "Claims"), to the extent concerning, arising out of, or relating to the 157-Acre Property, and from any contracts, agreements or obligations related thereto in effect as of the Effective Date of this Agreement or as they may be hereafter amended, modified or supplemented except to the extent that City or any City Affiliate creates, contributes to, or exacerbates conditions at the 157-Acre Property that are within DTSC's jurisdiction.

13. Representative Authority. Each undersigned representative of the Parties to this Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the respective party to this Agreement.

14. Waiver. No waiver of any provision of this Agreement nor consent to any deviation by any Party shall in any event be effective unless the same shall be in writing and signed by the Party against whom enforcement is sought and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15. Exercise of Remedies. No failure on the part of Parties to exercise, and no delay in exercising, any right or remedy hereunder, at law or in equity, shall operate as a waiver thereof, nor shall Parties be estopped to exercise any such right or remedy at any future time because of any failure or delay; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy.

16. Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successor and assigns. Any subsequent transfer of the Surface Lot by the Reclamation Authority shall not alter any of the rights or obligations of the Parties to this Agreement except by written amendment approved by the Parties.

17. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of such counterparts taken together shall constitute one and the same instrument.

18. Governing Law and Venue for Dispute Resolution. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Any dispute related to this Agreement shall be commenced and maintained in a court of competent jurisdiction in the County of Los Angeles.

19. Modifications. This Agreement may be amended or modified only by an instrument in writing that by its express terms refers to this Agreement and which is duly executed by all Parties hereto.

20. Interpretation. This Agreement has been negotiated by Parties knowledgeable in the matters contained in this Agreement, with the advice of counsel, and shall not be construed or interpreted against any party by reason of such party's preparation of the initial or any subsequent draft of this Agreement, but shall be construed and interpreted to achieve the remediation of the 157-Acre Property as contemplated by the CFA..

21. Severability. If any term or provision of this Agreement is determined to be illegal or unenforceable, all other terms and provisions in this Agreement shall nevertheless remain effective and shall be enforced to the fullest extent permitted by law.

22. Notices. Any notice, consent, request, demand or other communication required or permitted to be given under this Agreement must be in writing and shall be deemed sufficiently given or made (a) when delivered in person, (b) one business day after being sent by private courier or national overnight delivery service with proof of delivery and courier fees paid by the sender, (c) if sent by electronic mail, when received as evidenced by confirmation of receipt, or (d) three (3) days after depositing in the United States mail by first class mail registered or certified, return receipt requested, postage prepaid, as follows:

To CM: Carson Marketplace LLC  
591 Putnam Avenue  
Greenwich, CT 06830  
Attn: Marcus Alvarado  
Telephone: (203) 485 5142  
  
Email: [alvaram@Starwood.com](mailto:alvaram@Starwood.com)

With a copy to: Rinaldi, Finkelstein and Franklin  
591 Putnam Avenue  
Greenwich, CT 06830  
Attention: Ellis Rinaldi, Esq.  
Telephone: (203) 422-7772  
  
Email: [Rinaldi@Starwood.com](mailto:Rinaldi@Starwood.com)

With additional copy to: Allen Matkins Leck Gamble Mallory & Natsis  
LLP  
1900 Main Street, 5<sup>th</sup> Floor  
Irvine, CA 92614  
Attention: Gary S. McKitterick, Esq.  
Telephone: (949) 553-1313  
  
Email: [gmckitterick@allenmatkins.com](mailto:gmckitterick@allenmatkins.com)

To DTSC: Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, CA 90630  
Attn:

Telephone:

Email:

With a copy to:

Department of Toxic Substances Control  
5796 Corporate Avenue  
Cypress, CA 90630  
Attention: Isabella Alasti, Esq.  
Telephone: (714) 484-5405  
: (714) 484-5411  
Email: [isabella.alasti@dtsc.ca.gov](mailto:isabella.alasti@dtsc.ca.gov)

To Reclamation Authority

Carson Reclamation Authority  
701 E. Carson Street  
Carson, CA 90745  
Attn: Chair and Secretary  
Telephone:

Email:

With a copy to:

Aleshire & Wynder  
18881 Von Karman Avenue, Suite 1700  
Irvine, CA 92612  
Attention: Sunny Soltani, Esq.  
Telephone: (949) 223-1170

Email: [ssoltani@awattorneys.com](mailto:ssoltani@awattorneys.com)

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Any Party may change its respective address for notice by giving three (3) days prior written notice thereof to the other party in accordance with the terms of this paragraph. All notices, requests and other communications by a Party under this Agreement may be given by such Party or by such Party's counsel.

23. Captions. The headings of each section herein are for convenience only and do not limit or construe the contents of any of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first below written.

**DTSC:**

Department of Toxic Substance Control

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

**RECLAMATION AUTHORITY:**

Carson Reclamation Authority

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

**CM:**

CARSON MARKETPLACE, LLC,  
a Delaware limited liability company

By: LNR Carson, LLC, a Delaware limited liability company,  
its member

By: LNR CPI NR Holdings, LLC, a Delaware limited  
liability company, its member

By: LNR Commercial Property Investment Fund  
Limited Partnership, a Delaware limited  
liability company, its member

By: LNR CPI Fund GP, LLC, a  
Delaware limited liability company,  
its general partner

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