



AGENDA

REGULAR MEETING OF THE CARSON RECLAMATION AUTHORITY

"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: CARSON RECLAMATION AUTHORITY

ROLL CALL:

CLOSED SESSION (None)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

RECESS INTO CLOSED SESSION

RECONVENE: OPEN SESSION

REPORT ON CLOSED SESSION

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

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

APPROVAL OF MINUTES: None

CONSENT (Items 1-2)

These items are considered to be routine items of AUTHORITY business and have, therefore, been placed on the CONSENT CALENDAR. If 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.

Item No. 1. 2016-511 CARSON RECLAMATION AUTHORITY INVESTMENT PORTFOLIO

Recommendations: RECEIVE and FILE.

Item No. 2. 2016-512 CONSIDER A SPECIAL COUNSEL ENGAGEMENT AGREEMENT WITH GREENBERG TRAURIG, LLP FOR LEGAL SERVICES RELATED TO THE POLLUTION AND REMEDIATION LEGAL LIABILITY INSURANCE POLICY, THE ENVIRONMENTAL PROTECTION PROGRAM POLICY (AIG EPP POLICY NO. 7783922) AND OTHER RELATED MATTERS AND BUDGET RESOLUTION NO. 16-08-CRJPA IN THE AMOUNT OF \$177,875

Recommendations: TAKE the following actions:

1. APPROVE a Special Counsel Engagement agreement with Greenberg Traurig, LLP for legal services related to the pollution and remediation legal liability insurance policy, the environmental protection program policy (AIG EPP policy no. 7783922) and other related matters
2. APPROVE Resolution No. 16-08-CRAJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE CARSON RECLAMATION AUTHORITY FUND IN THE AMOUNT OF \$177,875."

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.

DISCUSSION (Item No. 3)

Item No. 3. 2016-516 JUNE MEETING SCHEDULE DUE TO THE CONDUCT OF THE CALIFORNIA PRESIDENTIAL PRIMARY ELECTION ON TUESDAY, JUNE 7, 2016

Recommendations: CONSIDER the meeting schedule for the month of June and PROVIDE direction.

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

The public may at this time address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. 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.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

ADJOURNMENT



File #: 2016-511, Version: 1

Report to Carson Reclamation Authority

Tuesday, May 03, 2016

Consent

SUBJECT:

CARSON RECLAMATION AUTHORITY INVESTMENT PORTFOLIO

I. SUMMARY

The responsibility of investing idle funds is that of the Reclamation Authority Treasurer. According to the Reclamation Authority Bond Indenture, idle funds can only be invested in specific securities as outlined, which include U.S. Government Treasury Notes, U.S. Government Agencies and Certificates of Deposit. Currently Reclamation Authority idle funds are distributed between these types of securities.

For review, is the Carson Reclamation Authority Investment Portfolio detailing assets held in compliance with the Reclamation Authority Investment Policy and Bond Indenture. As of this writing there are approximately \$5.2 million in security assets that will settle during the first week in May 2016. Total invested assets for the Reclamation Authority including the pending \$5.2 million in securities to be invested is \$39,029,188.27. The rate of return on the Carson Reclamation Authority Investment portfolio is currently 1.09%. The portfolio is "laddered" with the goal of having a security mature each month, for those few months where there is no maturing security, the liquidity accounts (money market) will be utilized if needed.

II. RECOMMENDATION

RECEIVE and FILE.

III. ALTERNATIVES

None.

IV. BACKGROUND

The Carson Reclamation Authority Investment report is provided to the legislative body to keep them abreast of the Reclamation Authority idle Funds. This report will be provided monthly to enhance transparency and accountability of Reclamation Authority Bond

Funds.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Carson Reclamation Authority Investment Portfolio pg. 1
2. Carson Reclamation Authority Portfolio Chart pg. 2

Prepared by: Monica Cooper - Reclamation Authority Treasurer

City of Carson Reclamation Authority
Portfolio Holdings
 Compliance - Investment Policy
 As of 4/30/2016

Description	CUSIP/Ticker	YTM @ Cost	Par Value	Cost Value	Market Value	Maturity Date	% of Portfolio
Collateralized Time Deposits 100%							
Beal Bank 0.65 12/7/2016	07370WXH4	0.65	250,000.00	250,000.00	250,150.00	12/7/2016	0.74
Berkshire Bank FDIC 0.6 12/23/2016	084601FP3	0.6	200,000.00	200,000.00	200,060.00	12/23/2016	0.59
Cadence Bank NA Starkville MS							
Birmingham 0.55 7/29	12738RCS1	0.55	250,000.00	250,000.00	250,025.00	7/29/2016	0.74
Dallas Capital Bank National 0.5 10/17/2016	234553AB1	0.5	245,000.00	245,000.00	245,000.00	10/17/2016	0.72
East West Bank 1.1 4/4/2017	178863769	1.1	2,000,000.00	2,000,000.00	2,000,000.00	4/4/2017	5.91
East/West Bank 1.1 4/14/2017	178333070	1.1	2,000,000.00	2,000,000.00	2,000,000.00	4/14/2017	5.91
East/West Bank 1.1 4/14/2017	178738461	1.1	2,000,000.00	2,000,000.00	2,000,000.00	4/14/2017	5.91
GE Capital Retail Bank 1.85 4/27/2017	36157QCJ4	1.85	250,000.00	250,000.00	251,950.00	4/27/2017	0.74
Mizuho Bank 0.5 9/30/2016	60688MSQ8	0.5	200,000.00	200,000.00	200,040.00	9/30/2016	0.59
Preferred Bank 0.5 6/14/2016	306223	0.5	1,000,000.00	1,000,000.00	1,000,000.00	6/14/2016	2.96
Preferred Bank 0.75 9/14/2016	306217	0.75	1,000,000.00	1,000,000.00	1,000,000.00	9/14/2016	2.96
Preferred Bank 0.75 9/14/2016	306221	0.75	1,000,000.00	1,000,000.00	1,000,000.00	9/14/2016	2.96
Preferred Bank 0.75 9/14/2016	306218	0.75	1,000,000.00	1,000,000.00	1,000,000.00	9/14/2016	2.96
Preferred Bank 0.75 9/14/2016	306220	0.75	1,000,000.00	1,000,000.00	1,000,000.00	9/14/2016	2.96
Preferred Bank 0.75 9/14/2016	306219	0.75	1,000,000.00	1,000,000.00	1,000,000.00	9/14/2016	2.96
Preferred Bank 0.8 11/12/2016	306202	0.8	1,000,000.00	1,000,000.00	1,000,000.00	11/12/2016	2.96
Preferred Bank 0.8 11/12/2016	306203	0.8	1,000,000.00	1,000,000.00	1,000,000.00	11/12/2016	2.96
Preferred Bank 0.8 8/12/2016	306170	0.8	1,000,000.00	1,000,000.00	1,000,000.00	8/12/2016	2.96
Santander Bank NA 0.75 3/2/2017	80280JLW9	0.75	200,000.00	200,000.00	200,160.00	3/2/2017	0.59
Sub Total / Average		0.87	16,595,000.00	16,595,000.00	16,597,385.00		49.06

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Federal Obligations 100%									
FAC 5.7 7/3/2017	3133113B2	5.7	200,000.00	200,000.00	200,000.00	200,000.00	200,000.00	7/3/2017	0.59
FHLB 0.71 3/28/2017	3130A7LN3	0.71	300,000.00	300,000.00	300,000.00	300,000.00	3/28/2017	0.89	
FHLB 0.75 8/17/2017	3130A62S5	0.75	1,001,147.50	1,001,147.50	1,001,147.50	1,001,147.50	8/17/2017	2.96	
FHLB 0.75 9/8/2017	313380EC7	0.75	205,000.00	205,000.00	205,000.00	205,000.00	9/8/2017	0.61	
FHLB 0.9 1/26/2018	3130A7SQ9	0.9	500,000.00	500,000.00	500,000.00	500,000.00	1/26/2018	1.48	
FHLB 1 6/21/2017	313379DD8	1	500,000.00	500,000.00	500,000.00	500,000.00	6/21/2017	1.48	
FHLB 1.03 10/27/2018	3130A7VL6	1.03	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	10/27/2018	2.96	
FHLMC 0.85 7/28/2017	3134G8HW2(B)	0.85	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	7/28/2017	2.96	
FHLMC 0.875 10/27/2017	3134GC9FA1	0.88	500,000.00	500,000.00	500,000.00	500,000.00	10/27/2017	1.48	
FHLMC 0.875 11/17/2017	3134G9CG0	0.88	499,925.00	499,925.00	499,925.00	499,925.00	11/17/2017	1.48	
FHLMC 1.05 4/26/2018	3134G9AF4	1.05	1,999,500.00	1,999,500.00	1,999,500.00	1,999,500.00	4/26/2018	5.91	
FHLMC 1.15 5/18/2018	3134G9ES2	1.15	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	5/18/2018	2.96	
FHLMC 5.55 8/23/2017	3137EAAY5	5.55	500,000.00	500,000.00	500,000.00	500,000.00	8/23/2017	1.48	
FNMA 5 2/13/2017	31359M4D2	5	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	2/13/2017	2.96	
Sub Total / Average		1.66	10,205,572.50	10,205,572.50	10,205,572.50	10,205,572.50		30.17	
Money Market 20%									
East/West Bank MM	MM8114	0.35	2,021,059.96	2,021,059.96	2,021,059.96	2,021,059.96	N/A	5.97	
Preferred Bank MM	MM2075	0.5	4,007,555.81	4,007,555.81	4,007,555.81	4,007,555.81	N/A	11.85	
Sub Total / Average		0.45	6,028,615.77	6,028,615.77	6,028,615.77	6,028,615.77		17.82	
US Treasury Bills 100%									
T-Note 2.75 5/31/2017	912828NG1	2.75	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	5/31/2017	2.96	
Sub Total / Average		2.75	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00		2.96	
Total / Average		1.09	33,829,188.27	33,829,188.27	33,829,188.27	33,831,573.27		100	

Pg. 3



File #: 2016-512, Version: 2

Report to Carson Reclamation Authority

Tuesday, May 03, 2016

Consent

SUBJECT:

CONSIDER A SPECIAL COUNSEL ENGAGEMENT AGREEMENT WITH GREENBERG TRAURIG, LLP FOR LEGAL SERVICES RELATED TO THE POLLUTION AND REMEDIATION LEGAL LIABILITY INSURANCE POLICY, THE ENVIRONMENTAL PROTECTION PROGRAM POLICY (AIG EPP POLICY NO. 7783922) AND OTHER RELATED MATTERS AND BUDGET RESOLUTION NO. 16-08-CRJPA IN THE AMOUNT OF \$177,875

I. SUMMARY

This contract with Greenberg Traurig, LLP is to provide the Authority and the Authority's legal counsel specific legal assistance in the procurement of a new Pollution and Remediation Legal Liability Policy, and associated negotiations on the Environmental Protection Program Policy (the "EPP Policy") that Carson Marketplace has purchased from American International Special Lines Insurance Company ("Insurer" or "AIG"), and with Tetra Tech, the environmental contractor.

II. RECOMMENDATION

1. APPROVE a Special Counsel Engagement agreement with Greenberg Traurig, LLP for legal services related to the pollution and remediation legal liability insurance policy, the environmental protection program policy (AIG EPP policy no. 7783922) and other related matters
2. APPROVE Resolution No. 16-08-CRAJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE CARSON RECLAMATION AUTHORITY FUND IN THE AMOUNT OF \$177,875."

1.

III. ALTERNATIVES

TAKE another action the Authority deems necessary.

IV. BACKGROUND

When the 157-acre Cal-Compact Landfill Site was purchased in 2006, the original developers, Carson Marketplace, purchased environmental liability insurance from Indian Harbor Insurance Company (“XL”) and Chubb. Among other things, the Pollution and Remediation Legal Liability Policy issued by XL and the Excess Liability Insurance Policy issued by Chubb (collectively, the “PARLL Policy”) provides \$100 million of coverage for third party property damage and personal injury claims arising from historical pollution conditions at the Site. The Policy is due to be renewed on September 29, 2016. The amount of liability limit will be based on the proposed use once the project is developed; these policies typically sold in 10-year increments, so a forward look at future land uses will be necessary. This policy is also required as part of the financial assurance portion of the DTSC permit.

The Authority also renewed a separate Contractor’s Pollution Liability policy in the amount of \$25 million on December 21, 2015. It covers Tetra Tech, Snyder Langston and their subcontractors.

The PARLL policy must be renewed by September 29, 2016. If the Authority chooses to renew the policy at the \$100 million limit, changes in the pollution liability market may require that as many as four companies would need to be procured to obtain the desired coverage. It is an extraordinarily narrow sub-specialty in the insurance market, and Greenberg Traurig was engaged by Carson Marketplace to both advise and procure such a policy.

In addition, the City and Cardinal Cavalry used the firm to help negotiate several issues with the EPP policyholder, AIG, over a claim for payment on the operation of the working landfill gas system. Those negotiations are ongoing, and involve Tetra Tech, as the beneficiary of the policy. The terms and conditions of Tetra Tech’s obligations are set forth in two agreements, the Fixed Price Design and Construction Environmental Assurance Agreement and the Fixed Price Operation and Maintenance Environmental Assurance Agreement (collectively “EAAs”). Under Section X of the EAAs, Tetra Tech has provided a broad indemnity to Carson Marketplace and its assignees (including, now, the Carson Reclamation Authority) for claims and losses arising from Tetra Tech’s performance of the services. Any claim on the EPP with a resulting effect on the EAAs would require the cooperation of Tetra Tech.

One of the options would be to cancel the EPP for operation and maintenance of the remedial systems and seek a return of money designated for future payments (a “commutation.”) This is further complicated by the EPPs providing the financial assurance to DTSC that the work is able to be completed; any change would also require the consent of DTSC.

The Scope of Work (Exhibit No. 1) would include:

I. New Pollution Legal Liability Program and CPL.

1. Work with Tetra Tech and CRA staff to determine whether a consensual arrangement for reducing PLL insurance obligations in existing Tetra Tech contracts is plausible, or whether commutation of EPP and new contract structure is required. (See Section II scope and costs).
2. Select environmental insurance broker for new PLL placement and/or applicability of public solicitation requirements (5 hours).
3. Prepare market solicitation regarding Carson project, regulatory and risk transfer status, EPP and financial assurance structure and prepare policy specifications for primary and excess layers. Evaluate potential for quota share program among multiple markets depending on limit required and need for full \$100 million of ongoing coverage. Evaluate excess markets and bidding process for market solicitation to prevent market avoidance of primary participation (22 hours).
4. Coordination with prospective purchaser regarding insurance needs and key elements of PLL program, including repair/modification of existing systems, seismic coverage and coverage for third party claims. Work with CRA and purchaser regarding "intended use" provision and required development program flexibility for underwriting (8 hours).
5. Evaluate CPL program and potential for inclusion of CPL components and possible use of combined form for PLL coverage based on commercial development plan (7 hours).
6. Evaluate quotations; refine and negotiate specific coverage elements and select market for new primary and excess programs (13 hours).
7. Manuscript policy language for primary, excess and, if applicable, quota share programs (40 hours).

A. Timing: 4-5 months (potentially longer if full \$100 million limit is required).

Cost: 95 hours; \$49,875.

II. AIG EPP Program; Tetra Tech D&C and OM&M Contracts.

A. Scope of Work:

1. Address lack of coverage for ongoing Landfill Gas System (LFGS) O&M costs with AIG and CRA staff. Engage AIG and Tetra Tech in cost evaluation for OM&M activities and potential cost reductions. (10 hours)
2. Evaluate remaining D&C contract work and cost. Engage Tetra Tech and CRA staff in discussion over benefits of continuing D&C work outside of current contract structure. Potential restructuring of remaining D&C work under existing contract structure (25 hours).
3. Evaluate potential restructuring of OM&M contract to permit use of third party subcontractors, increase CRA control of cost structure and reduce out-of-pocket costs. Scope may require a restructuring of the existing OM&M contract and commutation or potential restructuring of the EPP program with AIG. Work with CRA staff and Tetra Tech and its insurance counsel on options and alternatives. If commutation option is selected, evaluate possibility of an alternative contract structure outside of the EPP but with limited "target price" or risk transfer components. Evaluate insurance structure and layering of risk transfer in any revised remediation contract with new PLL and CPL programs (70 hours).
4. Negotiation and documentation of EPP commutation, including negotiation and documentation of Commutation and Release Agreement with AIG representatives and counsel and negotiation of use of commutation proceeds and flow of funds for commutation. Negotiation of payment, if any, required to Tetra Tech for consensual commutation and engagement with potential third party purchaser of site regarding potential benefits and limitations of EPP policy, including structure of financial assurance and risk mitigation program for ongoing landfill gas and groundwater OM&M operations (40 hours).

B. Timing: 4 months.

C. Total Cost: 145 hours; \$76,125.

III. Financial Assurance Replacement.

A. Scope of Work (75 hours):

1. Work with CRA staff to evaluate potential alternatives to current financial assurance structure in lieu of EPP policy. Formulate new financial assurance proposal for DTSC staff and engage with DTSC staff and with CRA to evaluate use of lower cost surety and insurance products, including Guaranteed Investment Contracts and specific annuities including elements of risk transfer, and use of "present value" calculation for financial assurance for Carson landfill.
2. Work with prospective purchaser to determine best alternative and document the same in a new, more flexible O&M Agreement with DTSC that can be assigned to a prospective purchaser and supported with appropriate risk transfer products.

B. Timing: 4 months.

C. 75 hours; \$39,375.

Travel Cost Estimate for travel to CA and NY for meetings and insurer negotiations (\$12,500). No travel time included as per engagement letter; only out-of-pocket costs in accordance with terms of engagement letter Exhibit No. 2).

V. FISCAL IMPACT

The Total Cost of the engagement would be \$177,875, payable by the CRA. A Budget Resolution is attached (Exhibit No. 3).

VI. EXHIBITS

1. Scope of Work. (pgs. 6-8)
2. Special Counsel Engagement Letter. (pgs. 9-17)
3. Budget Resolution No. 16-08-CRJPA. (pg. 18)

Prepared by: John Raymond, Executive Director

GREENBERG TRAUIG, LLP

Scope of Work for Carson Reclamation Authority

April 18, 2016

I. New Pollution Legal Liability Program and CPL. **NOTE: CURRENT POLLUTION PROGRAM EXPIRES BY ITS TERMS ON SEPTEMBER 29, 2016 AND MUST BE REPLACED PURSUANT TO THE EXISTING TETRA TECH CONTRACTS.**

A. Scope of Work:

1. Work with Tetra Tech and CRA staff to determine whether a consensual arrangement for reducing PLL insurance obligations in existing Tetra Tech contracts is plausible, or whether commutation of EPP and new contract structure is required. (See Section II scope and costs).
2. Select environmental insurance broker for new PLL placement and/or applicability of public solicitation requirements. (5 hours).
3. Prepare market solicitation regarding Carson project, regulatory and risk transfer status, EPP and financial assurance structure and prepare policy specifications for primary and excess layers. Evaluate potential for quota share program among multiple markets depending on limit required and need for full \$100 million of ongoing coverage. Evaluate excess markets and bidding process for market solicitation to prevent market avoidance of primary participation. (22 hours).
4. Coordination with prospective purchaser regarding insurance needs and key elements of PLL program, including repair/modification of existing systems, seismic coverage and coverage for third party claims. Work with CRA and purchaser regarding "intended use" provision and required development program flexibility for underwriting (8 hours).
5. Evaluate CPL program and potential for inclusion of CPL components and possible use of combined form for PLL coverage based on commercial development plan. (7 hours).
6. Evaluate quotations; refine and negotiate specific coverage elements and select market for new primary and excess programs (13 hours).
7. Manuscript policy language for primary, excess and, if applicable, quota share programs (40 hours).

B. Timing: 4-5 months (potentially longer if full \$100 million limit is required).

Cost: 95 hours; \$49,875.

II. AIG EPP Program; Tetra Tech D&C and OM&M Contracts.

A. Scope of Work:

1. Address lack of coverage for ongoing LFGS O&M costs with AIG and CRA staff. Engage AIG and Tetra Tech in cost evaluation for OM&M activities and potential cost reductions. (10 hours)
2. Evaluate remaining D&C contract work and cost. Engage Tetra Tech and CRA staff in discussion over benefits of continuing D&C work outside of current contract structure. Potential restructuring of remaining D&C work under existing contract structure. (25 hours).
3. Evaluate potential restructuring of OM&M contract to permit use of third party subcontractors, increase CRA control of cost structure and reduce out-of-pocket costs. Scope may require a restructuring of the existing OM&M contract and commutation or potential restructuring of the EPP program with AIG. Work with CRA staff and Tetra Tech and its insurance counsel on options and alternatives. If commutation option is selected, evaluate possibility of an alternative contract structure outside of the EPP but with limited "target price" or risk transfer components. Evaluate insurance structure and layering of risk transfer in any revised remediation contract with new PLL and CPL programs. (70 hours).
4. Negotiation and documentation of EPP commutation, including negotiation and documentation of Commutation and Release Agreement with AIG representatives and counsel and negotiation of use of commutation proceeds and flow of funds for commutation. Negotiation of payment, if any, required to Tetra Tech for consensual commutation and engagement with potential third party purchaser of site regarding potential benefits and limitations of EPP policy, including structure of financial assurance and risk mitigation program for ongoing landfill gas and groundwater OM&M operations. (40 hours).

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A. Scope of Work (75 hours):

1. Work with CRA staff to evaluate potential alternatives to current financial assurance structure in lieu of EPP policy. Formulate new financial

assurance proposal for DTSC staff and engage with DTSC staff and with CRA to evaluate use of lower cost surety and insurance products, including Guaranteed Investment Contracts and specific annuities including elements of risk transfer, and use of “present value” calculation for financial assurance for Carson landfill.

2. Work with prospective purchaser to determine best alternative and document the same in a new, more flexible O&M Agreement with DTSC that can be assigned to a prospective purchaser and supported with appropriate risk transfer products.

B. Timing: 4 months.

C. 75 hours; \$39,375.

- Travel Cost Estimate for travel to CA and NY for meetings and insurer negotiations (\$12,500). No travel time included as per engagement letter; only out-of-pocket costs in accordance with terms of engagement letter.



Curtis B. Toll
Tel 215.988.7804
Fax 215.717.5241
TollC@gtlaw.com

April 13, 2016

VIA EMAIL

Sunny Soltani, Esquire
Aleshire & Wynder, LLP
18881 Von Karmen Avenue
Suite 1700
Irvine, California 92612

Re: Special Counsel Engagement.

Dear Sunny:

Thank you for agreeing to engage Greenberg Traurig, LLP (“GT” “we” or “us”) as your attorneys. We appreciate the opportunity to provide legal services to Aleshire & Wynder, LLP (“you” or “Client(s)”). This letter amends and restates in its entirety our prior engagement letter of November 25, 2015.

1. **Our Agreement.** This letter sets forth the terms and conditions by which our firm will represent you. It, together with our attached Billing Policies, constitutes the retainer and engagement agreement (the “Agreement”) between you and GT. This is our only agreement for this engagement.

If this Agreement is acceptable, please sign and return a copy to me at your earliest convenience; the original is for your files. While we request a signed copy of this Agreement for our records, this Agreement will constitute and state the contract between us if and when we begin rendering any services and such services are accepted.

2. **Scope of Engagement:**

a. **The engagement and matter.** Our representation of Client will include only advice and counsel to Client and its client, the Carson Reclamation Authority, with respect to matters pertaining to the AIG EPP Policy, No. EPP 7783922 (“AIG Policy”) and the other pollution insurance programs on which the Carson Reclamation Authority (“JPA”) is a Named Insured (the “Subject Matter”). You and we may agree to limit or expand the scope of the Subject Matter, but that will occur and be effective only if agreed in writing by both of us, with a specific mutual understanding as to the nature and scope of any such further services. Further, we or another affiliate of GT and you or one of your affiliates may also agree upon other or further representations by GT. If that occurs, unless otherwise agreed in writing, this Agreement will also apply to and govern such other or further representations.

EXHIBIT NO. -2

PHI 317464641v7

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b. **The client.** The client for this engagement is Client. Because of the proliferation of entities partially or wholly owned or owning other entities, and the confusion and problems this creates vis-à-vis potential ethical and business conflicts of interest, GT does not and will not regard an affiliate of a client entity (i.e., parent, subsidiary or other entity or other entity partially or wholly owned by or owning it) or a person owing or connected with the client (e.g. officers, director, member, partner, shareholder, owner, employee, etc.) other than the City of Carson, Carson Redevelopment Agency, Carson Finance Authority, Carson Financing Districts Nos. 2012-1 and 2012-2 and Carson Housing Authority as a client of GT for any purpose unless a client-lawyer relationship has been established by an express written understanding as to that matter and that specific entity or person. Similarly, GT will not regard a representation that is adverse to such an affiliate or person as adverse to the client being represented by GT under this Agreement (or any other matter to which it applies). Accordingly, if there is such an affiliate or person that you wish GT to regard as a client for conflict purposes, please specify it or him/her before you and we sign this Agreement; if such entity or person is not expressly accepted by us in writing as a client, it or she will be a client.

c. **Nature of services.** We will provide only legal services in connection with this engagement. We are not providing, and you will not look to GT or rely on GT for, business, investment, insurance, accounting or other such non-legal services, including without limitation advice, decisions, investigation (e.g. as to the character or credit of persons with whom you may be dealing) or other such non-legal services. Further, our acceptance of this engagement and representation of you is not an undertaking or acknowledgement that GT is or will be your general counsel or advisor, or that GT is representing you or will represent you or your interest in any matter other than the Subject Matter or as otherwise described above.

3. **Conflicts.** With the exception to the provisions related to our existing representations with various clients set forth in Section 4 below, this Agreement confirms:

GT has no present or contemplated employment which is adverse to the Client. GT agrees that it shall not represent clients in matters either litigation or non-litigation against the Client. GT will disclose the undertaking of this representation to such parties as required by the Rules of Professional Responsibility.

Subject to the terms of Section 4 below with respect to the prior representation of Carson Holdings, LLC, GT may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Client, and GT shall have the right to represent such clients in matters not connected with its representation of Client. If, however, a conflict of interest arises in GT's representation of another client and GT's representation of Client in the Subject Matter, GT shall seek waivers from each client with regards to such representation or shall withdraw from representing either client in the matter adverse to Client.

It is understood and agreed to that GT's representation is for the Subject Matter and the specific purposes set forth in Section 2 above. The parties are informed and believe that no actual conflict(s) of interests exists as of the time of executing this Agreement. The parties have

thereby waived any conflict(s) of interests. If actual conflict(s) of interest later arise, including without limitation, in connection with GT's engagement for Carson Holdings, LLC, this Agreement shall be terminated and GT and Client agree that GT may continue to represent its existing clients other than Client.

4. Representation of Carson Holdings. Tetra Tech, Inc. and Carson Holdings, LLC. We were previously retained to represent Carson Holdings, LLC ("Carson Holdings") with respect to insurance matters, including the Subject Matter.

a. **No conflict.** Based on the facts currently known to us, we see no actual conflict between you and Carson Holdings with respect to the Subject Matter and have determined that we can adequately represent the interests of each client provided that, as we have been advised, each client has knowingly consented.

[i] While we see no current conflict in your respective positions, your interest may diverge in the course of the representation or facts may come to light suggesting an actual or potential conflict between you with respect to the matters in controversy. If that occurs, we will bring the actual or potential conflict to your attention; and we ask that you do the same if you become aware of facts or circumstances that suggest that to you. If such occurs, we will discuss the conflict or potential conflict with you as well as whether a waiver of the conflict may be possible to allow us to continue the representation. If the circumstances do not permit such a waiver or if you are unwilling to give such a waiver, we will be compelled to terminate the representation of Client.

[ii] You previously consented to GT's prior representation of Carson Holdings with respect to the Subject Matter. GT no longer represents Carson Holdings with respect to the Subject Matter and Carson Holdings has consented to our ongoing representation of Client in this regard.

[iii] During the course of our representation, we will send invoices for our fees and expenses to Client. Client shall be responsible for payment for any fees or expenses associated with work that is the subject of this Agreement. GT will provide task budgets and periodic updates of the same to Client upon request.

[iv] GT has in the past and continues to represent Tetra Tech, Inc. ("Tetra Tech") in matters unrelated to the Subject Matter. GT will not be adverse to Tetra Tech in any dispute resolution proceeding or litigation between the Client, Carson Holdings or the, JPA, respectively, and Tetra Tech. In the event such a dispute arises, GT will continue to represent Client with respect to the Subject Matter.

[v] GT has in the past represented Carson Marketplace, LLC ("Carson Marketplace") in connection with the Subject Matter. GT retains the right to represent Carson Marketplace in the future with respect to the AIG Policy and other pollution liability policies on which Carson Marketplace is a Named Insured and Client hereby consents to such representation.



5. **Staffing.** I will be the attorney principally responsible in and for this engagement. At present, we expect to include and enlist the assistance of other lawyers, generally associates and paralegals. That may change and additional or different attorneys and paralegals may participate or replace others in this engagement, depending on the circumstances during the engagement, as to the Subject Matter.

If there are changes in staffing, you will be advised; and, of course, if you wish different persons to be involved, we will discuss that with you to attempt to assure that you are satisfied with the staffing.

6. **Fees and Expenses.** Unless otherwise agreed between us in writing, our fees for the services being provided will be based upon the time spent by our personnel in accordance with the attached Billing Policies. My current billing rate for 2016 is \$695 per hour and my colleague, Grant Nichols, bills at \$595 per hour. As an accommodation to you and the JPA, however, we have both agreed to bill our time at \$525 per hour. We will also discount the rates of all other timekeepers on this matter by ten percent (10%) from their usual 2016 rates. Our rates are subject to change at the beginning of each calendar year but we will in all cases notify you in advance of any rate increase and obtain approval of the JPA Board for the same.

7. **Termination of Representation.** Subject to any limitations imposed by court or the applicable Ethics Rules, GT or you may terminate this engagement and our representation at will. That includes without limitation termination pursuant to and in accordance with the attached Billing Policies.

Otherwise, our engagement and attorney client relationship will terminate automatically upon the completion of our services for the Subject Matter.

8. **Miscellaneous:**

a. **Binding effect.** This Agreement is personal to us and is not assignable by either of us without the written consent of the other.

b. **Modification.** This Agreement may not be changed, amended, or otherwise modified, in whole or in part, except by a writing executed by all parties to this Agreement. No unilaterally proposed or announced change, supplementation, interpretation, guideline or other statement or pronouncement (by either GT, you or anyone else), whether inconsistent with any provision of the Agreement or otherwise, will be effective or binding or will otherwise suffice to modify or add to this Agreement unless accepted in writing by the other of us and/or, as applicable, any other person or entity sought to be bound by or otherwise affected by it.

c. **No waiver.** No waiver of any of the provisions of this Agreement (including without limitation the Billing Policies) will be effective or binding unless made in writing and signed by whoever is claimed to have given the waiver.

d. **Partial invalidity.** If any provision of this Agreement is found to be unenforceable, invalid, or illegal, it shall be interpreted in such manner as to be enforceable, valid and legal to the maximum extent possible to fulfill the intent of such provision. The validity or enforceability of the remainder of the Agreement shall not be affected by the invalidity or unenforceability of any provision.

e. **Entire agreement, etc.** This Agreement contains and sets forth the entire agreement between us, and supersedes any and all prior or other agreements or understandings (written and oral) that may exist or have existed as to this engagement and the Subject Matter. Neither of us has relied on any representation, warranty or other statement or promise concerning this engagement and the Subject Matter which is not stated in this writing.

f. **Governing law, etc.** This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

g. **Headings.** The headings on paragraphs and subparagraphs of this Agreement are for convenience only, and shall have no effect other for convenience of reference.

h. **Effectiveness and execution.** Except for those provisions expressly calling for execution or as may be required by law or ethical rules, this Agreement will become effective and govern this engagement and our relationship as to it and the Subject Matter, whether or not it is executed, upon our rendering of any services for you as to the Subject Matter.

Nevertheless, we do ask that you execute and return this Agreement for our records, and that you also keep it in and for your records. In that regard, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute together one and the same instrument. Electronic, PDF and facsimile signatures shall be as effective as original ink signatures.

i. **Errors and Omissions Insurance.** The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that GT does maintain such insurance coverage.

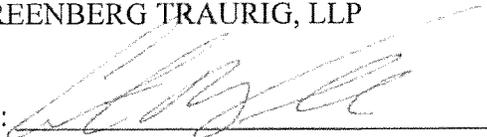
j. **Indemnification.** GT agrees to indemnify Client, its officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the work, operations or activities of GT, its agents or employees, which claims arise from the acts or omissions of GT in the performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arises from the negligence or willful misconduct of Client, its officers, agents or employees.

Sunny Soltani, Esquire
Engagement of GT
April 13, 2016
Page 6

If the foregoing accurately states our Agreement, please countersign and return a copy of this letter with your retainer payment to so indicate and confirm your assent to its terms. For your convenience, we have enclosed a self-addressed, stamped envelope.

Very truly yours,

GREENBERG TRAURIG, LLP

By: 
Curtis B. Toll

**ACCEPTED AND AGREED WITH
CONSENTS AND WAIVERS GRANTED:**

ALESHIRE & WYNDER, LLP

By: _____
[name of Signatory]

Title: _____

Dated: _____

Enclosure

BILLING POLICIES

Introduction

We look forward to doing business with you. This document outlines our standard billing practices.

Fees

Our fees are based on the time required to handle the matter at our normal individual lawyer/paralegal hourly rates. The rates of our lawyers and paralegals are subject to change. Any new rates would be implemented immediately after they are adopted and would apply to services rendered after the effective date thereof.

Whenever appropriate and consistent with the proper representation of our clients, we may use paralegals, junior attorneys, contract attorneys and staff members in order to minimize the impact of the hourly rates of the more senior attorneys. We believe the utilization of junior attorneys, paralegals or staff members, in consultation with and under supervision of more experienced attorneys in the Firm as appropriate, may enable us to maintain economically and efficiently the high quality of our legal representation, while permitting us to both avoid sacrificing the quality of our work for lower fees and to avoid assigning senior attorneys tasks which can be performed efficiently by junior attorneys, paralegals or other staff members.

We will charge for all time spent representing your interests, including, by way of example, telephone and office conferences with you or your representatives, co-counsel, opposing counsel, fact witnesses, consultants (if any), and others; conferences among our legal and paralegal personnel; participation in discovery; factual investigation; legal research; responding to your requests for us to provide you or your representatives with additional information; responding to clients' requests to provide information to auditors in connection with reviews or audits of financial statements; preparation of letters, pleadings, and other documents; and attendance at depositions, hearings, mediations, closings, trials, or other proceedings; and travel (both local and out of town). Hourly charges will not be applied to time spent on out-of-town travel. No first-class travel will be billed to Client.

Costs and Expenses

We have established prevailing rates for all charges that will be incurred during the course of this representation. We believe that rates charged are competitive with charges established by comparable law firms. You will be responsible for all reasonable charges that we incur in the course of this representation and will be responsible for reimbursing us for any actual costs advanced on your behalf. Greenberg is committed to remaining at the cutting edge of modern computer and communications technology so as to provide our clients with optimum competitive advantage and technological efficiencies. Our charges include, but are not limited to reasonable travel (not first-class), copying, facsimile charges, messenger services, long distance phone calls, computer research services, secretarial overtime and filing fees. These charges may also include any sales or service tax that may be applicable.

Expenses of Outside Contractors

Generally, expenses of outside contractors, such as court reporters, surveyors, title companies, will be directly billed or directed to the client pursuant to retainers in which payment and indemnification terms remain strictly between the client and the vendor. Greenberg Traurig will not be responsible for payment of such services. It is important to note that the prompt payment of these charges to outside contractors is essential to be able to provide timely and efficient service to you in the future, with the assistance of such contractors. If desired, with sufficient expense deposits in advance, we will directly pay the outside contractors. The amount of the retainer and deposit may be increased as circumstances require (for example, at the time of trial), but in any event will be applied to the payment of our final bill or refunded, as applicable.

Type of Invoice

Unless otherwise agreed, we will send you a monthly invoice which reflects the amount of our fees and expenses attributable to the matter. At your option, the invoice will be either generalized or detailed. The generalized invoice will indicate total fees due for legal work accomplished and the total costs charged to the file. In the alternative, the invoice will have a detailed backup sheet showing the attorney that worked on the matter; the work performed; the time spent on the task; and, the total fee amount due.

Payment of Invoices

We will bill our time charges on a monthly basis. Each invoice is payable upon receipt. Any unpaid balance not paid within forty-five (45) days of the billing date may be cause for postponement by GT of ongoing services. In the event we receive a payment from a client at a time when more than one invoice is outstanding on any one or more matters for that client, we will apply that payment to any such invoice(s), unless the payment is accompanied by the remittance copy of the invoice(s) being paid or by some other written indication from the client directing how the payment is to be applied. It is the policy of the Firm to discontinue representation, in a manner in accordance with applicable Rules of Professional Responsibility, for any client whose account is more than ninety (90) days in arrears, unless special arrangements in writing are approved by Greenberg's Chief Executive Officer. Individual attorneys are not authorized to make such arrangements or to waive this policy.

Retainers

For certain types of matters, our policy is to require that our clients provide us with an initial fee retainer and expense deposit. The exact amount of this retainer and deposit will be agreed to by the client and the billing attorney. Unless other arrangements are made, the retainer for legal fees and expenses will be held throughout the engagement and will be applied against payment of the last invoice on the matter or refunded if the account is up to date. The cost and expense deposit will be retained in our trust account, with interest on that account to be paid in accordance with governing law or, if this matter is subject to special requirements of another State, those requirements.

Different Billing Arrangements

Individual billing arrangements that differ from these general policies will be discussed and agreed to between the client and the billing attorney and will be set forth in a retention letter.

Mutual Right to Terminate Relationship

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with the applicable Rules of Professional Responsibility. Among the reasons for which we may terminate representation are: (1) nonpayment of our fees, charges or costs; (2) the client's failure or refusal to be forthright, cooperative or supportive of our efforts; (3) the client's misrepresentation of, or failure or refusal to disclose material facts; (4) the client's failure or refusal to accept our advice; (5) discovery of a conflict with another client of Greenberg, or (6) any other reason permitted or required under applicable Rules of Professional Responsibility.

Subject to any limitations imposed by a court, Greenberg or you may terminate Greenberg's representation upon ten (10) days' written notice. Following termination, we will continue to provide representation in the matter for a reasonable time, at your request, until arrangements can be made for alternate representation. However, our services will consist of only those necessary to protect your interests and prevent prejudice. Moreover, if substitute counsel have not been located within ten (10) days of the termination of the representation, you nonetheless agree that appropriate papers allowing Greenberg to withdraw may be filed. We will be entitled to be paid for all services rendered and other charges accrued on your behalf to the date of our withdrawal.

Official Inquiries

It is possible that because we have been appointed in a matter, or because we have received documents or information in the course of, or in connection with, a matter, we may be required in the future to participate in an inquiry, commission or proceedings arising out of, or in connection with, the matter. This may, for example, involve us producing documents, seeking to claim or defend your privilege to resist inspection or disclosure of certain documents or information or giving evidence at an inquiry. We will seek your instructions if these circumstances arise, but you agree to reimburse us for out-of-pocket expenses and for the time we spend at hourly rates then current.

Questions Regarding Billings

Any questions regarding billing should be immediately directed to the billing attorney or to our Accounting Department.



RESOLUTION NO. 16-08-CRJPA

A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY
AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE CARSON
RECLAMATION AUTHORITY FUND

WHEREAS, the Carson Reclamation Authority (“Authority”) adopted its Fiscal Year (FY) 2015-16 budget on July 7, 2015; and

WHEREAS, the Authority assumed the obligation to complete environmental remediation and site development preparation for the 157-acre property known as the former Cal Compact site (“Site”) under a Fixed Price Operations and Maintenance Environmental Assurance Agreement (“EAA”) dated December 31, 2007 with Tetra Tech, Inc; and

WHEREAS, the Authority Board has approved a Special Counsel Engagement Agreement with Greenberg Traurig, LLP requiring an amendment to the Authority’s FY 2015-16 budget increasing its expenditures in the amount of \$177,875; and

WHEREAS, the Authority Board desires to amend FY 2015-16 budget.

NOW, THEREFORE, THE CARSON RECLAMATION AUTHORITY DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The following amendments will be made to the Authority’s budget:

<u>Account Number</u>	<u>Program & Object Description</u>	<u>Amount</u>
<u>Increase/(Decrease)</u>		
78-70-781-965-6004	Professional Services	\$177,875

Section 2. The Authority Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2015-16 budget on file, and effective as of May 3, 2016, the same shall be in force and effect.

PASSED, APPROVED, and ADOPTED this 3rd day of May, 2016.

Albert Robles, Chairman

ATTEST:

Authority Secretary

APPROVED AS TO FORM:

Authority Counsel

EXHIBIT NO. - 3

18



File #: 2016-516, Version: 1

Report to Carson Reclamation Authority

Tuesday, May 03, 2016

Discussion

SUBJECT:

**JUNE MEETING SCHEDULE DUE TO THE CONDUCT OF THE CALIFORNIA
PRESIDENTIAL PRIMARY ELECTION ON TUESDAY, JUNE 7, 2016**

I. SUMMARY

This item is presented for the purpose of considering the meeting schedule for the month of June, 2016, due to the conduct of the California Presidential Primary Election on Tuesday, June 7, 2016.

II. RECOMMENDATION

CONSIDER the meeting schedule for the month of June and **PROVIDE** direction.

III. ALTERNATIVES

Option 1:

Continue with regular meeting schedule of the first Tuesday to be held on Tuesday, June 7, 2016.

Option 2:

Tuesday, June 7

No meeting due to California Presidential Primary Election.

Wednesday, June 8

Adjourned regular meeting for the Carson Reclamation Authority at 4:00 P.M.

Option 3:

TAKE another action the Carson Reclamation Authority deems appropriate.

IV. BACKGROUND

On April 21, 2015, by unanimous vote, the Reclamation Authority adopted Resolution No. 15-01-CRJPA (Exhibit No. 1) and approved that the regular meetings of the Carson Reclamation Authority shall be held on the first Tuesdays of each month at the hour of 4:00 p.m., in the Helen Kawagoe Council Chambers, Carson City Hall, to coincide with the regular meeting schedule of the Carson City Council.

On September 1, 2015, by unanimous vote, the City Council, Housing Authority, and Successor Agency rescheduled its Tuesday, November 3, 2015, regular meetings to Wednesday, November 4, 2015 (Exhibit No. 2).

Section 2403(A) of the Carson Municipal Code provides, in part, that regular meetings of the City Council shall be held on the first and third Tuesdays of each month at the hour of 5:00 P.M. If any such day is on a holiday, then the meeting shall be held on the next succeeding day which is not a holiday. If any such day is a Statewide election day or a regular or special municipal election day, then the meeting shall be held on the next succeeding day or on any such other day as determined by the City Council (Exhibit No. 3).

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Resolution No. 15-01-CRJPA, Adopting Bylaws and Fixing the Time and Place for Regular Meetings. (pgs. 3-11)
2. Unofficial Minutes, September 1, 2015, Joint Item No. 24, November Meeting Schedule Due to the Conduct of the Local and Municipal Consolidated Elections on Tuesday, November 3, 2015. (pg. 12)
3. Carson Municipal Code Section 2403(A). (pg. 13)
4. Calendar for the Month of June, 2016. (pg. 14)

Prepared by: Joy Simarago, Reclamation Authority Secretary

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 first Tuesday of the month at 4:00 p.m. The place of such meetings is set by the JPA Agreement.

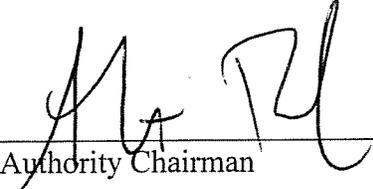
Section 2. First Meeting. The first regular meeting shall be held on the date of May 5, 2015.

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.

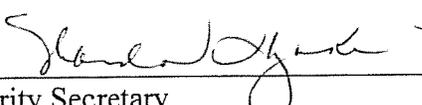


PASSED, APPROVED, and ADOPTED this 21st day of April, 2015.



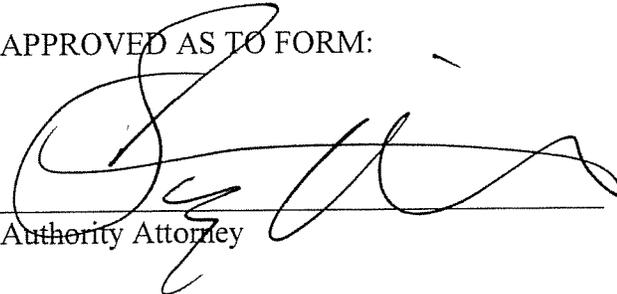
Authority Chairman

ATTEST:



Authority Secretary

APPROVED AS TO FORM:



Authority Attorney

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

I, Wanda Higaki, Secretary of the Carson Reclamation Authority, of the City of Carson, California, do hereby certify that the whole number of members of the Carson Reclamation Authority is five; that the foregoing resolution, being Resolution No. 15-01-CRJPA was duly and regularly adopted by said Authority at a regular meeting duly and regularly held on the 21st day of April, 2015, and that the same was passed and adopted by the following vote:

AYES: AUTHORITY BOARD MEMBERS: Robles, Dear, Faletogo, Love, and Santarina
NOES: AUTHORITY BOARD MEMBERS: None
ABSTAIN: AUTHORITY BOARD MEMBERS: None
ABSENT: AUTHORITY BOARD MEMBERS: None



Secretary Wanda Higaki

EXHIBIT "A"
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:

Secretary



**ITEM NO. 24 NOVEMBER MEETING SCHEDULE DUE TO THE CONDUCT
OF THE LOCAL AND MUNICIPAL CONSOLIDATED
ELECTIONS ON TUESDAY, NOVEMBER 3, 2015**

**THIS IS A JOINT AGENDA ITEM WITH THE HOUSING AUTHORITY
AND SUCCESSOR AGENCY**

RECOMMENDATION for the City Council/Housing Authority/Successor Agency:

CONSIDER the meeting schedule for the month of November and PROVIDE
direction.

ACTION: Item No. 24 was approved on the Discussion Calendar on motion of
Santarina, seconded by Davis-Holmes and unanimously carried by the following vote:

Ayes: Mayor/Agency Chairman/Authority Chairman Robles, Mayor Pro
Tem/Agency Vice Chairman/Authority Vice Chairman Santarina, Council
Member/Agency Member/Authority Commissioner Davis-Holmes,
Council Member/Agency Member/Authority Commissioner Hilton, and
Council Member/Agency Member/Authority Commissioner Gause

Noes: None

Abstain: None

Absent: None



CHAPTER 4

CITY OFFICES – COUNCIL CHAMBERS – MEETINGS

Sections:

- § 2400 Council Chambers.
- § 2401 City Offices.
- § 2402 City Offices – Hours.
- § 2403 Council Meetings.
- § 2404 Presenting Matters to Council – Agendas.
- § 2405 Order of Business.
- § 2406 Presiding Officer.
- § 2407 Duties of Presiding Officer.
- § 2408 Quorum.
- § 2409 Rules of Debate and Procedure.
- § 2410 Addressing the Council.
- § 2411 Addressing Council After Motion Is Made.
- § 2412 Manner of Addressing Council.
- § 2413 Decorum.
- § 2414 Voting Required – Disqualification.
- § 2415 Roll Call Vote.
- § 2416 Councilmembers to Avoid Improper Consideration of Pending or Contemplated Matters.
- § 2417 Preparation and Introduction of Ordinances, Resolutions and Other Matters.
- § 2418 Robert’s Rules of Order.
- § 2450 Code of Ethics.



§ 2400 Council Chambers.

The Council Chambers of the City Council of the City of Carson shall be located at 701 East Carson Street. Meetings of the City Council shall be held in the Council Chambers, except that meetings, after commencement in said Council Chambers, may be recessed by majority vote of the Council and public announcement then and there given to continue at a specified place within the City limits when necessary or convenient for the transaction of Council business; provided, that any such meeting shall be concluded, or any adjournment ordered, in said Council Chambers. (Ord. 2, § 2400; Ord. 14, § 1; Ord. 69-63, § 1; Ord. 76-376U, § 1)

§ 2401 City Offices.

The offices of all agencies, departments, officers and employees of the City shall be located at 701 East Carson Street in the City of Carson. The location of City offices may be changed by resolution of the City Council or by amendment of this Section. (Ord. 2, § 2401; Ord. 41, § 1; Ord. 69-105, § 1; Ord. 69-108, § 1; Ord. 76-367U, § 1)

§ 2402 City Offices – Hours.

The City offices of the City of Carson shall be closed on all official State holidays as listed in Section 6700 of the California Government Code. Said City offices shall be open to the public for business on all other days of the year except Fridays, Saturdays, and any other days established by Resolution of the City Council. The City office hours shall be from 7:00 a.m. to 6:00 p.m. (Ord. 2, § 2402; Ord. 69-108, § 2; Ord. 90-930, § 1; Ord. 91-960U, § 1; Ord. 91-960, § 1)

§ 2403 Council Meetings.

A. Regular Meetings. Regular meetings of the City Council shall be held on the first and third Tuesdays of each month at the hour of 5:00 p.m. If any such day is on a holiday, then the meeting shall be held on the next succeeding day which is not a holiday. If any such day is a Statewide election day or a regular or special municipal election day, then the meeting shall be held on the next succeeding day or on such other day as determined by the City Council. At the second regular meeting in March of each even-numbered year, the Council shall organize and select a Mayor Pro Tempore. In odd-numbered years, the Council shall organize and select a Mayor Pro Tempore at the meeting at which the declaration of its regular election results is made immediately following the installation of officers in accordance with Government Code Section 36801.

B. Special Meetings. The Council shall hold special meetings when called by order of the Mayor, or in the absence of the Mayor by the Mayor Pro Tempore, or by a majority of the Council. All meetings shall be in the Council Chambers or the adjacent Council Conference Room in the City Hall unless otherwise determined by the Council; any other place of meeting shall be shown in the notice of meeting.

C. Closed Sessions. Closed sessions held pursuant to law shall be subject to the provisions of CMC



JUNE

SUN MON TUES WED THUR FRI SAT

			1 153	2 154	3 155	4 156
5 157	6 158	7 159 <small>CA Primary Election</small>	8 160	9 161	10 162	11 163
12 164	13 165	14 166 <small>Flag Day</small>	15 167	16 168	17 169	18 170
19 171 <small>Father's Day</small>	20 172	21 173	22 174	23 175	24 176	25 177
26 178	27 179	28 180	29 181	30 182		