



Jared Blumenfeld
Secretary for
Environmental Protection



Department of Toxic Substances Control

Meredith Williams, Ph.D., Director
5796 Corporate Avenue
Cypress, California 90630



Gavin Newsom
Governor

June 6, 2022

David Roberts
701 E. Carson Street
Carson, California 90745
droberts@carsonca.gov

ECRG-2021-01030 AWARD LETTER: CITY OF CARSON – 20151 MAIN STREET (SYWEST DEVELOPMENT) – 20151 S MAIN STREET, CARSON, LOS ANGELES COUNTY, CALIFORNIA – CES PERCENTILE 89

Dear David Roberts:

On behalf of the Department of Toxic Substance Control's (DTSC)'s Office of Brownfields, we are pleased to inform you that the City of Carson's 20151 Main Street (Sywest Development) Equitable Community Revitalization Grant (ECRG) Application to reimburse eligible Environmental Investigation activities has been approved for costs up to \$315,000.00. Congratulations!

Please sign and date the attached ECRG Terms and Conditions Agreement (Agreement), complete the attached Standard Forms STD 204 and STD 205 (Forms), and upload completed and signed forms to Fluxx by 11:59 PM on June 16, 2022. DTSC will only reimburse eligible grant costs incurred after DTSC processes the Forms and executes the signed Agreement. If there are any corrections needed on the site or grantee information, please contact ECRGinfo@dtsc.ca.gov immediately so we may send you an updated Award Letter.

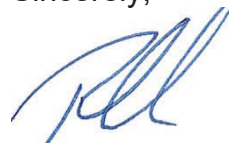
The ECRG is an unprecedented opportunity to address the historically disproportionate impacts to communities and to revitalize land for public benefit. Thank you for your interest in creating healthier communities. Details on the ECRG project management team, eligible costs, any budget/scope amendments, and other ECRG implementation information will be provided after DTSC executes the Agreement.

June 6, 2022

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If you have any questions or concerns, please contact ECRGInfo@dtsc.ca.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Peter Garcia', is positioned above the typed name.

Peter Garcia, Chief
Southern California Division
Site Mitigation and Restoration Program

Enclosure (4) - Grant Agreement
Grant Application
STD 204
STD 205



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Site Name	Site Address
20151 Main Street (Sywest Development)	20151 S Main Street Carson, California

Grant No. **ECRG-2021-01030**

Equitable Community Revitalization Grant
Agreement

Grantee/Applicant: City of Carson

Name: David Roberts
Organization: City of Carson
Address: 701 E. Carson Street
Carson, California 90745

This Equitable Community Revitalization Grant Agreement (AGREEMENT) is entered into by and between City of Carson (GRANTEE) and the Department of Toxic Substances Control (DTSC) (together the PARTIES).

RECITALS

WHEREAS,

- A. Senate Bill 158 (2021) authorizes DTSC to implement a new grant program to investigate and clean up contaminated properties in communities overburdened by pollution.
- B. Pursuant to Senate Bill 158, DTSC established the Equitable Community Revitalization Grant (ECRG), which provides financial assistance to communities via reimbursable grants to investigate and clean up brownfields through a competitive process.
- C. GRANTEE has submitted the application attached hereto as Exhibit A (ECRG Application) to DTSC for an ECRG in connection with certain property, or group of properties, commonly known as 20151 Main Street (Sywest

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Development), in Carson, California (Site). The Site is depicted in the Site Map and Site Diagram in Exhibit B and Exhibit C, respectively, and incorporated herein by reference.

- D. GRANTEE has provided documentation indicating that GRANTEE has written consent from the Site owner for GRANTEE to access the Site for the purposes of conducting ECRG Activities, which agreement is attached hereto as Exhibit D.
- E. The CalEnviroScreen percentile score to the Site is 89. GRANTEE is proposing the following reuse and has described the following benefits to the vulnerable community:

“Retail Center (Primary Use). A retail center totaling approximately 233,000 square feet and supporting surface parking. The Retail Center would be anchored by a warehouse-style retail store. The remaining site would include a mix of smaller retail buildings.

Commerce Center (Secondary Use). An industrial warehouse and/or distribution facility totaling approximately 532,000 sq. ft. The Commerce Center would be comprised of two warehouse buildings and include supporting loading docks.

South Bay Carson, LLC (Sywest) owns property at 20151 South Main Street (Property), which is located within a former Carson Redevelopment Agency Project Area. Despite diligent efforts by the Carson Redevelopment Agency Board and staff to foster development of a beneficial end use for the Property, it has remained vacant for decades. In fact, the Property is currently being used as a temporary facility for the storage of vehicles as no other viable uses have been feasible.

Many projects proposed at the Property failed largely because the Property was part of the former Southwest Conservation Landfill, which accepted wastes similar to other former landfills in the immediate area that now have documented soil and groundwater contamination from metals and volatile and semi-volatile organics; therefore, the Property likely has similar contamination. The history of the Property and efforts to redevelop it makes it evident that development there for retail uses may not be economically feasible without some form of assistance from the City.

Carson is a historically vulnerable and disadvantaged community with a majority of the City's area designated as Disadvantaged Community Census Tracts scoring 75% and above on the California Environmental Protection

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Agency's CalEnvironScreen (CES). The CES score for this site is 89. The community is underserved in quality retail establishments. This development would provide jobs to the local community and sales tax revenue to local & state agencies. The development would also provide employment to a disadvantaged community. The City estimates that the development would create 200 full time jobs annually and another 100 part time and/or temporary jobs.

The City has approved the Economic Development Benefit Agreement with the owner. The project will provide significant ongoing public benefits to City and promote the public health, safety and welfare of the community by facilitating the opportunity to attract and retain Retail Facility(ies) within the City, thereby generating additional sales tax revenue and direct and indirect new jobs for the City and area residents, and assisting City in maintaining a jobs/housing balance within the City, thereby creating social, economic and environmental benefits. The City has further determined that this Agreement will allow for the redevelopment of an organic landfill site, which otherwise would not be developable as a retail facility development. The Agreement also exclude retailers that do not provide a substantial public benefit to the City such as certain discount retailers (e.g. 99 Cents, Dollar Tree, Dollar General, Family Dollar, and Big Lots). Also excluded are "last mile" distribution facilities as part of warehousing, distribution, logistics, fulfillment or manufacturing facilities, e-commerce or internet sales, which generate negative impacts such as traffic, air pollution, road wear and tear with little benefits to the local community. Without the subsidy of the Agreement and other funding sources (e.g. ECRG funding), the land use economics for the property would only support the latter uses such as "last mile" distribution facilities and "discount retails" that would increase inequity and further hinder this historically vulnerable and disadvantaged community.

The property is located in the proposed Carson Enhanced Infrastructure Financing District (Carson EIFD - City of Carson and County of Los Angeles joint effort)."

- F. GRANTEE is willing to undertake the Proposed Reuse and requests DTSC provide ECRG funding to finance all, or a portion of: Environmental Investigation activities up to \$315,000.00.
- G. GRANTEE prepared a Scope of ECRG Activities attached hereto as Exhibit E.

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- H. GRANTEE prepared an ECRG Activities Budget Detail Table outlining activities to be completed within two (2) years from execution date of this AGREEMENT, attached hereto as Exhibit F.
- I. GRANTEE provided a copy of the regulatory oversight agreement or application for oversight with a regulatory oversight agency. Attached hereto as Exhibit G is the final agreement. Regulatory oversight for Community-wide Assessment Grants is not required (but is still considered an allowable cost).
- J. DTSC determined that the ECRG Application is complete and that GRANTEE and the Site meet the eligibility requirements to receive the ECRG.

NOW, THEREFORE, in consideration of the terms, conditions, recitals, and covenants contained herein, the PARTIES agree as follows:

- I. The term of this ECRG shall be a period of twenty-four months (24) months from AGREEMENT execution date, unless DTSC extends this AGREEMENT in writing.
- II. DTSC will allocate up to \$315,000.00 to GRANTEE to complete the ECRG Activities within the specified two-year timeframe.
- III. GRANTEE will carry out the ECRG Activities in accordance with all applicable State and local laws.

1. FUND CONDITIONS

- 1.1 GRANTEE understands and agrees that all ECRG funds DTSC, provided via the reimbursement process, shall be used solely for the ECRG Activities to address hazardous substances within the Site as depicted in Exhibit C.
- 1.2 GRANTEE further understands and agrees that the receipt of any ECRG funds and all work performed on the Site using ECRG funds are conditioned upon GRANTEE's full compliance with this AGREEMENT and the regulatory oversight agency.
- 1.3 GRANTEE agrees to document and keep separate all expenditures of the ECRG funds within the approved ECRG Activities Budget Detail Table. GRANTEE shall not exceed any of the costs shown in the approved ECRG Activities Budget. It is the responsibility of GRANTEE to pay any cost of the ECRG Activities that exceeds the ECRG allocated amount.

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- 1.4 DTSC will disburse the approved amount to GRANTEE, subject to the availability of funds through normal DTSC reimbursement processes. Notwithstanding any other provision of this AGREEMENT, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations.

2. CONTRACTING

- 2.1 If GRANTEE contracts for services to be reimbursed by the ECRG, those contracts shall generally be procured through a competitive process. GRANTEE shall make available to DTSC, upon request, records of procurement to demonstrate that contract pricing represents reasonable market rates.
- 2.2 GRANTEE will undertake good faith efforts to contract for services and supplies with qualified Small Business Enterprises (SBEs), Disabled Veteran Enterprises (DVEs), and other disadvantaged and underrepresented group owned business enterprises.

3. EQUITABLE DEVELOPMENT GRANT COMMITMENTS

- 3.1 GRANTEE agrees to promote equitable development in one or more of the following ways:
 - 3.1.1 Advance economic opportunity – Promote local entrepreneurs, enhance community-serving establishments and increase quality living wage jobs for local people.
 - 3.1.2 Prevent displacement – Promote policies and actions that allow anyone who wants to live in a community to do so, especially current residents, and discourage displacement of viable small businesses that serve community needs.
 - 3.1.3 Promote broader mobility and connectivity - Prioritize an effective and affordable public transportation network that supports transit-dependent communities and provides equitable access to core services and amenities, including employment, education, and health and social services.
 - 3.1.4 Develop healthy and safe communities – Create built environments that enhance community health through public amenities (schools, parks, open spaces, complete streets, health care, and other services),

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access to affordable healthy food, improved air quality, and safe and inviting environments.

3.1.5 Promote environmental justice – Eliminate disproportionate environmental burdens and ensure an equitable share of environmental benefits for existing communities. Secure resources to mitigate and reverse the effects of environmental hazards past and present.

3.2 GRANTEE made the following measurable and quantifiable commitments in the Application, hereto attached as Exhibit H.

4. SITE ACCESS

4.1 GRANTEE shall ensure DTSC's employees, contractors, and consultants have access to the Site at all reasonable times for the duration of AGREEMENT. Nothing in this AGREEMENT is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of law.

4.2 GRANTEE shall allow DTSC to take photographs of the Site, including activities at the Site, whenever DTSC accesses the Site pursuant to this AGREEMENT.

5. PUBLIC ENGAGEMENT

5.1 GRANTEE shall ensure that all ongoing and/or planned community engagement requirements are implemented in a timely manner. This includes public notifications and opportunities for public involvement on the ECRG Activities and the Proposed Reuse.

5.2 Upon request by DTSC, GRANTEE shall provide DTSC with copies of all community engagement activity related documents.

6. INVOICES

6.1 GRANTEE shall submit invoice reimbursement packages, or invoice batches through the DTSC Fluxx Portal.

6.2 Due to administrative costs required to process and reimburse invoices, Invoice reimbursement packages shall be submitted immediately whereupon the total \$15,000 minimum per package/batch is reached (unless otherwise directed by DTSC), with the exception of the Final Invoice.

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- 6.3 The Final Invoice may be submitted upon completion of ECRG Activities, when no more costs will be incurred, but no later than 26 months from the date of ECRG Grant award, or as otherwise directed by DTSC.
- 6.4 Invoice reimbursement requests must contain at least the information in substance and form of Exhibit I attached hereto and the appropriate invoices specific to the approved ECRG Activities and Budget Detail Table.
- 6.5 GRANTEE's reimbursement requests for ECRG project management costs, if approved, should also be presented to DTSC as an invoice following the format described in Exhibit I.
- 6.6 Reimbursement requests shall include invoices supporting ECRG Activities specified in the Scope of ECRG Activities and associated Budget Detail Table.
- 6.7 DTSC will process reimbursement payments for acceptable invoices submitted through Fluxx.
- 6.8 GRANTEE shall ensure that none of the costs DTSC reimburses via the ECRG Grant are reimbursed by another source of public funding (e.g., DTSC's Revolving Loan Fund Program or Site Cleanup Subaccount Program).

7. REPORTING

- 7.1 GRANTEE must submit quarterly reports on or before April 30, July 31, October 30, and January 31 within the term of the ECRG Grant.
- 7.2 Quarterly reports should follow the format DTSC provides, which may generally include ECRG Activity status and progress toward the Proposed Reuse, any hurdles that may affect the ECRG Activities or the Proposed Reuse, expended ECRG Grant funds for the quarter, and amount of ECRG Grant funds that are anticipated to be requested for reimbursement in the next quarter.
- 7.3 All work on the ECRG Activities performed pursuant to this AGREEMENT and with ECRG Grant funds shall be performed in a manner that meets or exceeds industry standards.

8. PERMITS AND LICENSES

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- 8.1 GRANTEE, at its sole cost and expense, and from sources other than the ECRG Grant funds, shall be responsible for obtaining all professional, and equipment qualifications necessary to be qualified to perform this work under federal, state and local law, including permits, licenses, approvals, certifications, and inspections. GRANTEE shall ensure that all such qualifications are maintained in good standing during the term of this ECRG Grant.
- 8.2 GRANTEE represents that none of the contractors or subcontractors undertaking the ECRG Activities is currently suspended, debarred, or otherwise declared ineligible to receive proceeds of the ECRG Grant funds.

9. PREVAILING WAGES

- 9.1 GRANTEE must carry out the ECRG Activities in accordance with State prevailing wages for all contracts and subcontracts and costs that will be reimbursed by ECRG Grant funds pursuant to California Labor Code Section 1720 *et seq.*

10. EQUAL EMPLOYMENT

- 10.1 GRANTEE shall comply with all State and Federal Equal Employment Opportunity laws.

11. ADA COMPLIANCE

- 11.1 GRANTEE will assure the State that it complies with the American with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. § 12101 *et seq.*).

12. GRANT CLOSEOUT

- 12.1 GRANTEE shall provide DTSC with a Grant Closeout Notice to notify DTSC when the ECRG Activities have been completed, and no later than the last day of the two-year period covered under the grant award.
- 12.2 Within 60 days of submitting the Grant Closeout Notice, GRANTEE shall submit a closeout report, in the format DTSC provides, to summarize all actions taken, the resources committed, and any significant problems completing the ECRG Activities. The closeout report shall document that the ECRG Activities were performed in accordance with this AGREEMENT and

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regulatory agency oversight agreement. Closeout report shall include before and after photos of the site.

- 12.3 GRANTEE shall submit a Reuse and Grant Commitments letter report within 60 days following the completion of the Proposed Reuse. The report shall describe the Site's new use, document performance of the Grant Commitments and include before and after photos of the Site.

13. NOTIFICATIONS

- 13.1 All notices, requests, instructions, or other documents to be provided hereunder to either party by the other, relating to grant execution and management, shall be addressed to the DTSC ECRG grant contact. Documents related to environmental activities shall be shared with the regulatory oversight project manager in accordance with the regulatory oversight agreement.

To DTSC:

DTSC ECRG Grant Contact

Title: Brownfield Development Data Analyst
Address: 5796 Corporate Avenue, Cypress, California 90630
Email: ecrginfo@dtsc.ca.gov

To GRANTEE:

GRANTEE Organization Main Contact

Title: James Nguyen
Address: 701 E. Carson Street, Carson, California 90745
Phone: (310) 952-1700 ext. 1310
Email: jnguyen@carsonca.gov

GRANTEE ECRG Project Manager

Title: James Nguyen
Organization: City of Carson
Phone: (310) 952-1700 ext. 1310
Email: jnguyen@carsonca.gov

- 13.2 GRANTEE shall not transfer ownership of the Site during the term of this AGREEMENT without DTSC's prior written approval. GRANTEE shall provide at least 60-days advance notice in writing to DTSC of any prospective change in GRANTEE's title, name, partnership, or ownership along with sufficient

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documentation to allow DTSC to review the changes and determine if GRANTEE will continue to meet ECRG eligibility requirements.

14. WAIVER

- 14.1 Any forbearance DTSC issues with respect to any provision in this AGREEMENT shall in no way constitute DTSC's waiver of any rights or privileges granted hereunder.
- 14.2 No failure to exercise any power or right provided hereunder, or to insist on strict compliance with its obligations hereunder, shall constitute a waiver of right to DTSC's demand at any time exact compliance with the terms hereof.

15. NONCOMPLIANCE AND TERMINATION

- 15.1 In the event GRANTEE fails to comply with any term, condition, or obligation of this AGREEMENT, GRANTEE shall be deemed in noncompliance of this AGREEMENT. Events by which GRANTEE shall be deemed to be in noncompliance include, but are not limited to, the following:
 - 15.1.1 GRANTEE fails to timely respond to DTSC requests made in connection with this AGREEMENT;
 - 15.1.2 GRANTEE fails to timely respond to regulatory entities providing oversight for the Site;
 - 15.1.3 GRANTEE makes any false warranty, representation, or statement in, or in connection with, this AGREEMENT or the ECRG Application;
 - 15.1.4 GRANTEE fails to provide complete or timely quarterly reports;
 - 15.1.5 GRANTEE makes changes to the Proposed Reuse that cause the Site to no longer meet eligibility criteria for ECRG Grant;
 - 15.1.6 GRANTEE fails to complete the ECRG Activities within the timeframe(s) required by this AGREEMENT;
 - 15.1.7 GRANTEE fails to provide notification of change in partnership and Site ownership without prior notification and written consent.
- 15.2 In the event of GRANTEE noncompliance, DTSC shall provide written Notice of Noncompliance to GRANTEE. The Notice of Noncompliance shall provide a reasonable time for GRANTEE to cure, not less than 10 calendar days from

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the date of the notice. If GRANTEE fails to cure the noncompliance to the satisfaction of DTSC within the time period prescribed in the Notice of Noncompliance, DTSC may terminate the ECRG Grant and pursue any remedies available at law or in equity.

- 15.3 If GRANTEE is in noncompliance, DTSC may immediately withhold from GRANTEE all or any portion of the ECRG funding until such time the noncompliance is cured pursuant to this AGREEMENT.

16. RECORD RETENTION, INSPECTION, AND DISCLOSURE

- 16.1 Within ten days of request by DTSC, GRANTEE shall provide DTSC with copies of Proposed Reuse plans to DTSC's designated environmental project manager.
- 16.2 Within ten days of request by DTSC, GRANTEE shall provide DTSC with any documents or correspondence provided to the applicable regulatory oversight agency.
- 16.3 GRANTEE shall keep any applicable electronic data management system (e.g., EnviroStor or GeoTracker) up to date and in compliance with all electronic reporting requirements.
- 16.4 GRANTEE agrees to maintain financial and programmatic records pertaining to all matters relative to this ECRG Grant in accordance with generally accepted accounting principles and procedures. All such records and supporting documents shall be made available, upon request, for inspection or audit by DTSC or its representatives. GRANTEE shall retain all its records and supporting documentation applicable to this ECRG Grant for a period of five (5) years, after completion of ECRG Activities, except records that are subject to audit findings, which shall be retained an additional three (3) years after such findings have been resolved, if three years would extend retention past the initial five-year period.
- 16.5 GRANTEE agrees to permit DTSC or its designated representative to inspect and/or audit its records and books relative to this ECRG Grant at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that DTSC deems relevant to this ECRG Grant. DTSC shall provide written notice to GRANTEE prior to implementing this provision. GRANTEE agrees to deliver the records or have the records delivered to DTSC or its designated representative at an address designated by such party.

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- 16.6 Upon request by DTSC, GRANTEE shall provide DTSC with copies of photographs GRANTEE has in its possession of the Site and activities at the Site, as well as copies of drawings GRANTEE has in its possession in connection with the Proposed Reuse plans for the Site. GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, the photographs or drawings DTSC obtains pursuant to this AGREEMENT for any use, including, but not limited to, project documentation, public outreach, web and social media content, and marketing materials. This subsection does not apply to photos or drawings that contain confidential business information.
- 16.7 GRANTEE grants DTSC the right to distribute, transmit, publish, or copy, in any medium, either in whole or in part, narratives, descriptions, and any other information provided to DTSC by GRANTEE pursuant to or in connection with this AGREEMENT and/or ECRG Application for any use, including, but not limited to, public outreach, web and social media content, and marketing materials. This subsection does not apply to confidential business information.
- 16.8 To the extent GRANTEE submits information to DTSC under this AGREEMENT that it alleges is confidential business information, GRANTEE shall clearly identify the information as such.
- 16.9 GRANTEE agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this AGREEMENT and/or the ECRG Application shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act.

17. NON-DISCRIMINATION

- 17.1 During the performance of the ECRG, GRANTEE, its contractors, and subcontractors will comply with Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §11135-11139.5) prohibiting discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation.
- 17.2 In compliance with Government Code section 11135, and if GRANTEE is a public entity, in compliance with Government Code sections 7290 et seq., GRANTEE agrees to make language assistance available free of charge to individuals with communication disabilities or limited proficiency in English, including interpreter services and written information in the prevalent

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languages in the community, in conducting public outreach and community engagement related to the ECRG Activities.

18. INDEMNIFICATION

18.1 GRANTEE agrees to protect, indemnify, defend and hold harmless, DTSC, its officers, administrators, agents, servants, employees and all other persons or legal entities to whom GRANTEE may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any GRANTEE responsibility or obligation as provided herein and caused in whole or in part by any GRANTEE act, error, or omission, or GRANTEE agents, servants, employees, or assigns.

19. ASSIGNMENT

19.1 GRANTEE shall not assign or attempt to assign directly nor indirectly, any of its rights under this AGREEMENT or under any instrument referred to herein without DTSC's prior written consent.

20. NO THIRD PARTY RIGHTS

20.1 This ECRG Grant is not intended to create or vest any rights in any third party, nor to create any third-party beneficiaries.

21. NO ORAL MODIFICATION

21.1 The terms of this AGREEMENT may not be amended except in writing, signed by all the parties hereto.

22. NONCOMPLIANCE STATUS

22.1 Under the laws of the State of California, GRANTEE shall not be:

- a. In violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district;
- b. Subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or

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- c. Out of compliance with any applicable laws, ordinances, regulations, orders, and permits.

23. AFFIRMATION

- 23.1 The GRANTEE affirms that GRANTEE did not cause nor contribute to the release or threatened release of a hazardous substance at the Site(s) and is exempt from liability for any previous contamination at the Site(s).

24. SEVERABILITY

- 24.1 If any provision of this AGREEMENT shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired by such holding.

25. COUNTERPARTS

- 25.1 This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute the same instrument.

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IN THE WITNESS WHEREOF, THE PARTIES HERETO EXECUTE THIS AGREEMENT ON THE DATE SET FORTH BELOW AND GRANTEE ACCEPTS THE AFOREMENTIONED TERMS AND CONDITIONS ELECTRONICALLY.

City of Carson
A Public Entity

BY:  _____
8DA4A72B74D64D1...
David Roberts, City Manager
Authorized Signatory

Date: 7/1/2022

Department of Toxic Substances Control
Site Mitigation and Restoration Program

BY:  _____
Peter Garcia, Chief
Southern California Division

Date: 7/1/2022

References:

- Exhibit A – Signed ECRG Application
- Exhibit B – Site Map
- Exhibit C – Site Diagram
- Exhibit D – Site Access Agreement
- Exhibit E – Scope of ECRG Activities
- Exhibit F – ECRG Activities Budget Detail Table
- Exhibit G – Regulatory Oversight Agreement
- Exhibit H – Grant Commitments
- Exhibit I – Summary of Costs Form*

Exhibit A – Signed ECRG Application

City of Carson

ID: R-202204-01030
 Oversight:
 Brownfield Coordinator:

Agreement Type:
 Status: Draft

Request Status

Draft

With Applicant

Review

Active

Closed

Status

Draft

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▼ **ECRG Overview**

California's 2021-22 budget authorizes DTSC to implement new programs to investigate and clean up contaminated properties in communities overburdened by pollution and provides funding over three years to implement them. These programs will prioritize protecting public health and facilitating the revitalization of overburdened communities.

DTSC's Equitable Community Revitalization Grant (ECRG) will provide approximately \$250M+ in grants for local governments, qualified 501 (c)(3) nonprofit organizations and Tribes to investigate and clean up brownfields through a competitive process. This unprecedented investment will create healthier, more economically viable and inclusive communities.

The **ECRG Application Guidelines** provide instructions to applicants for the completion of the ECRG application, and outlines DTSC's process for selecting ECRG grant projects. To download the ECRG Application Guidelines please visit dtsc.ca.gov/ecrg.

Applications will be accepted until 11:59 PM PST on April 4, 2022. ECRG awards will be announced in spring of 2022.

All applicable questions must be answered, tables completed, and requested documents provided. Incomplete applications may result in disqualification.

Applicants may be disqualified if it is determined that false warranty, representation, or statement has been made in, or in connection with the application.

DTSC's ECRG Selection Committee will select applications for award based on the application's scoring, equitable development commitments, the availability of funds, and any other factors and considerations identified in the ECRG Application Guidelines.

▼ DTSC's Application Portal Tips

Important Notes

- Chrome is the preferred browser.
- To edit a draft application or respond to a revision request select **Edit** at the top right.
- The portal does not auto-save. Be sure to **Save and Continue often**.
- **BOLD** text indicates a required field.
- If the application portal is unresponsive, try clicking **Save and Continue** to refresh the page without losing your progress. If you refresh the browser and have not saved, you will lose your progress.
- **Changes cannot be made after submitting an application.**

Other Guidance

- Once in Edit mode, use the Table of Contents to quickly advance to a particular section.
- Click on a section's arrow to expand or collapse that section.
- You can print a copy of your own responses to this form. Select the **Save and Close** icon at the bottom right, then select the **Print** icon at the top right.
- Be sure to **Save and Close** if you would like to save your responses and resume your application later.
- When you have completed all the information required to process your application, click **Save and Close**. *Note that this does not submit your application. See the next step.*
- If you have not yet submitted or withdrawn your application, you can continue editing it using the **Edit** button at the top right.
- Once you have **Saved and Closed**, you will be able to **Submit** or **Withdraw** using the right bottom buttons.
- During our screening and selection process, we may contact you if edits are necessary for clarification or if additional information is required by the selection committee. An email notification will be sent to the Primary Contact for the application.

1. Application Type

Select the type of ECRG application being submitted:

- Community-wide Assessment (CWA) with awards ranging from \$80K to \$300K
- Site-specific Environmental Investigation with awards ranging from \$80K to \$3M
- Site-specific Environmental Cleanup with awards ranging from \$80K to \$7M

Refer to the ECRG Guidelines at <https://dtsc.ca.gov/ecrg/> for more information.

If the applicant has questions about the ECRG application, please contact DTSC's Brownfield Technical Assistance Provider, the Center for Creative Land Recycling (CCLR) at ECRG@cclr.org or DTSC's Office of Brownfield staff at ECRGinfo@dtsc.ca.gov.

If the applicant experiences technical issues with the online portal, contact ApplicationPortal@dtsc.ca.gov.

Application Type: Environmental Investigation

Site-Specific Environmental Investigation

For conducting environmental site assessments at a specific site address.

2. Applicant and Site Eligibility

Entity Eligibility - The applicant is a: Public Entity

If you are assisting on behalf of an eligible entity, please indicate what type of entity they are.

Site Ineligibility, please see the following reasons the site(s) would be ineligible:

- The Site is controlled and/or owned by the federal government
- The Site is subject to ongoing USEPA directed removal actions
- The Site is subject to an active DTSC enforcement order
- The Site is subject to an active Regional Water Quality Control Board order (*including Cleanup and Abatement Orders, Site Clean-up Orders, 13267 Orders*)
- The Site is subject to an active enforcement order by a California environmental regulatory agency
- The Site is proposed for or listed on the National Priorities List
- The Site is subject to a Resource Conservation and Recovery Act (RCRA) permit
- The Site is subject to a DTSC Hazardous Waste Facility Permitting Program permit established under Chapter 6.5 of California Health and Safety Code and RCRA authorization

By clicking the following box, the applicant affirms that none of the above apply. None of the above apply

- *If you are uncertain about whether any of these apply to your site, contact DTSC's Technical Assistance Provider, CCLR, at ECRG@cclr.org*
- *If the site is State-owned please contact ECRGinfo@dtsc.ca.gov directly to determine site eligibility.*

Please select "Save and Continue" at the bottom of the form to continue.

3. Application Contacts and Project Team

Grantee Organization City of Carson
Carson ,CA

Grantee Organization Main Contact James Nguyen

Agreement Signatory (if different than Grantee Main Contact) David Roberts

Additional Contact for Application Access, if applicable John Raymond

Environmental Consultant Contact, if applicable Kate Lucas

Environmental Attorney Contact, if applicable

Proponent Organization (Applicant): City of Carson

Reuse partner(s)/collaborator(s) are those with an ownership stake or a role in the execution of the reuse plan. Please list the partner organization and main contact information.

Reuse Partner #1, if applicable: Southbay-Carson LLC (Sywest Development)

Reuse Partner #2, if applicable:

Applicant must designate a Grant Project Manager to coordinate ECRG activities with DTSC. The Grant Project Manager shall have access to sufficient resources to ensure that the grant is managed in a timely and effective manner, be responsible for efficient and correct use of grant funds, implement grant performance and reporting requirements, and respond to inquiries and requests for information from DTSC in a timely manner.

Grant Project Manager Name: James Nguyen

Grant Project Manager Organization/Company: City of Carson

Grant Project Manager Email Address: jnguyen@carsonca.gov

Grant Project Manager Phone Number: 310-952-1700 ext. 1310

During the screening and selection process, the Grantee Organization Main Contact may be contacted if edits are necessary for clarification or if additional information is required by the Selection Committee. An email notification will be sent to the Grantee Organization Main Contact indicated in the application.

4. Site Information, CalEnviroScreen 3.0 Score, Site Use, and Site Photos

Site Information

Specify the site address and upload a map that defines boundaries of the investigation/cleanup area. If the exact address is unknown please enter the city, county and nearest cross streets of the site.

(The site CalEnviroScreen (CES) 3.0 will be used for scoring, with potential points for a rural, tribal or natural disaster designation.)

Use the + below to start entering a site record. The site will be given a unique ID once the record is saved.

Site

Site Name: 20151 Main Street (Sywest Development)

▼ Expand to see Site Details

Site

Site Information

Site Name: 20151 Main Street (Sywest Development)

Site Address: 20151 Main Street

City: Carson

County: Los Angeles County

State: California

Latitude: 33.505538

Longitude: 118.16553

State Assembly District: 64

State Senate District: 35

Assessor's parcel number(s): 7336004016

Property Size: 24.65

Restrictions or Encumbrances? Yes

Impacted by natural disaster: No

CalEnviroScreen Score

CalEnviroScreen (CES) 3.0 Score: 89

Is the CalEnviroScreen Score for the site 75% or greater? Yes

Planned uses:

Site Use

Past Uses of Site(s): Landfill, Other

Other (please specify): Drive In Theatre

Current Use of Site(s): Other

Other (please specify): Vehicle Parking & Storage

5. Ownership and Access

Is the applicant the owner of the Site? No

Select the applicant's relationship with the site owner (select all that apply): Government agency working with site owner

Describe the agreement with the owner to apply for and conduct the proposed grant activities.

Written agreement via email.

Has the Owner authorized the applicant in writing to access the site for the proposed grant activities? : Yes

This does not have to be a legal access agreement but should include documentation that indicates the owner's consent to provide the applicant access to the site.

Attach relevant written agreement(s) granting access.

6. Responsibility for Contamination

Can the applicant confirm that the owner did not arrange for the disposal of hazardous substances at the site or transport hazardous substances to the site, that they did not cause or contribute to any releases of hazardous substances at the site, and that they did not own the site when the hazardous substances were released at the site?

Yes

Are there partner(s)/collaborator(s) involved in the reuse plan?

No

Partner(s)/collaborator(s) are those with an ownership stake or a role in the execution of the reuse plan.

7. Previous Environmental Activities

What reasons are there to believe that the site may be contaminated?

Known or suspected contamination based on historic/current site use

Provide a summary of the current status of environmental activities for Site-Specific Investigation or Cleanup.

Currently, a Methane Gas Mitigation Program is in place. Phase I and Phase II studies, work plan, and other environmental investigative studies are proposed to be completed.

List the most current or relevant document(s) which describe site conditions and regulatory approvals, if applicable.

Document Title	Author	Document Date
<p>Upload the most relevant document(s) listed above or provide an EnviroStor or Geotracker link.</p> <p><i>Please limit your upload to no more than three reports per site and do not include voluminous appendices. If space is an issue (100 MB file limit), please provide links to documents on EnviroStor and/or Geotracker.</i></p>		

Site Conditions and Regulatory Approvals

EnviroStor or Geotracker link to documents:

https://geotracker.waterboards.ca.gov/profile_report?global_id=SLT43317315

8. Regulatory Oversight Agency

Regulatory oversight is required for all Site-specific Investigation and Cleanup Applications.

Is the site currently engaged in a regulatory oversight agreement?

Yes

With which regulatory agency?

Local Agency

With which local agency?

County of Los Angeles

Provide the Site ID:

19-AQ-0009

Upload a copy of the Regulatory Oversight Agreement by selecting the + icon below. Once uploaded, it will be removed from this section and the attachment will be stored in the Documents section below.

Propose a scope of ECRG activities and associated budget that reflect activities that will be completed in a two-year timeframe.

Describe the capacity of the team to deliver and complete proposed ECRG activities. In 2000 characters or less. (20 points)

The team includes the City of Carson, local environmental consultants with historical knowledge of the property, and developer with decades of historical experience with the property.

Upon approval of grant, the team will be prepared to immediately proceed the required Phase I, Phase II, workplan, and other environmental investigative studies.

Complete and upload the ECRG Schedule Attachment outlining tasks and the timeline that will be taken to finish the proposed activities within two years. (30 points)

Download the ECRG Schedule Attachment here:

<https://dtsc.ca.gov/wp-content/uploads/sites/31/2022/01/ECRG-Application-9-Schedule-2022.xlsx>

Any supplemental information or separately formatted schedules can be separately uploaded in the Additional information section.

The requested amount for Site-specific Environmental Investigation Applications should range from \$80K to \$3M.

Total dollars requested for ECRG activities (\$80k minimum)

\$750,000.00

If available, upload any cost estimates for the proposed scope of ECRG activities. If a cost estimate is uploaded here, please input the total amount in a single line item as 'Contracts' in the Budget Detail table below.

Cost Estimate

Who prepared this cost estimate? Applicant

Budget Detail

The estimated costs for **each** proposed task (e.g. Phase II Environmental Assessment, Human Health Risk Assessment, etc.) should be entered using the + below.

The proposed task(s) and associated cost estimate should reflect activities that can be completed in a two-year timeframe. (50 points)

Refer to the ECRG Guidelines (<https://dtsc.ca.gov/ecrg/>) for eligible grant activities.

Note the Excel button on the right side will only export a copy of the budget records entered using the + below.

To edit a record, use the [blue](#) icon below.
To delete a record, use the [red](#) icon below.

Grantee Budgets

No Grantee Budgets have been added

Describe additional funding that the applicant is in-process of, applied for, or has obtained to leverage environmental work, if any. :

The City is working with a local developer to develop site. As part of this effort, private funds from the developer would be leveraged. Site has not been developed for many decades due to high costs involved with remediation.

The City's Charter includes a comprehensive set of economic development incentives and programs to promote development given the unique environmental constraints in the City. The purpose of the economic development incentive is to reduce the "feasibility gap" between the development on behalf of retail tenants, which typically pay lower rent to the property owner but provide other tangible benefits to the Carson community, versus industrial tenants who would pay a much higher rent to the property owner. As the local community is need of jobs and quality retail development that provide access to affordable healthy food, goods and services, the City has approved an Economic Development Benefit Agreement with the property owner/ developer.

10. Community Engagement and Reuse Readiness

What is the proposed reuse for the site(s)? : Commercial/retail, Industrial

Describe the proposed/planned reuse for the site(s) in 1000 characters or less.

:

Retail Center (Primary Use). A retail center totaling approximately 233,000 square feet and supporting surface parking. The Retail Center would be anchored by a warehouse-style retail store. The remaining site would include a mix of smaller retail buildings.

Commerce Center (Secondary Use). An industrial warehouse and/or distribution facility totaling approximately 532,000 sq. ft. The Commerce Center would be comprised of two warehouse buildings and include supporting loading docks.

Describe the community's need for the proposed reuse and the anticipated community benefits and outcomes of ECRG activities including how the proposed ECRG activity or proposed reuse plan is consistent with existing plans and documents. See the question below for example plans and documents. Describe the anticipated economic benefits including any quantitative metrics such as jobs created, number of housing units created, etc. 3500 characters or less. (20 points)

South Bay Carson, LLC (Sywest) owns property at 20151 South Main Street (Property), which is located within a former Carson Redevelopment Agency Project Area. Despite diligent efforts by the Carson Redevelopment Agency Board and staff to foster development of a beneficial end use for the Property, it has remained vacant for decades. In fact, the Property is currently being used as a temporary facility for the storage of vehicles as no other viable uses have been feasible.

Many projects proposed at the Property failed largely because the Property was part of the former Southwest Conservation Landfill, which accepted wastes similar to other former landfills in the immediate area that now have documented soil and groundwater contamination from metals and volatile and semi-volatile organics; therefore, the Property likely has similar contamination. The history of the Property and efforts to redevelop it makes it evident that development there for retail uses may not be economically feasible without some form of assistance from the City.

Carson is a historically vulnerable and disadvantaged community with a majority of the City's area designated as Disadvantaged Community Census Tracts scoring 75% and above on the California Environmental Protection Agency's CalEnvironScreen (CES). The CES score for this site is 89. The community is underserved in quality retail establishments. This development would provide jobs to the local community and sales tax revenue to local & state agencies. The development would also provide employment to a disadvantaged community. The City estimates that the development would create 200 full time jobs annually and another 100 part time and/or temporary jobs.

The City has approved the Economic Development Benefit Agreement with the owner. The project will provide significant ongoing public benefits to City and promote the public health, safety and welfare of the community by facilitating the opportunity to attract and retain Retail Facility(ies) within the City, thereby generating additional sales tax revenue and direct and indirect new jobs for the City and area residents, and assisting City in maintaining a jobs/housing balance within the City, thereby creating social, economic and environmental

benefits. The City has further determined that this Agreement will allow for the redevelopment of an organic landfill site, which otherwise would not be developable as a retail facility development. The Agreement also exclude retailers that do not provide a substantial public benefit to the City such as certain discount retailers (e.g. 99 Cents, Dollar Tree, Dollar General, Family Dollar, and Big Lots). Also excluded are "last mile" distribution facilities as part of warehousing, distribution, logistics, fulfillment or manufacturing facilities, e-commerce or internet sales, which generate negative impacts such as traffic, air pollution, road wear and tear with little benefits to the local community. Without the subsidy of the Agreement and other funding sources (e.g. ECRG funding), the land use economics for the property would only support the latter uses such as "last mile" distribution facilities and "discount retails" that would increase inequity and further hinder this historically vulnerable and disadvantaged community.

The property is located in the proposed Carson Enhanced Infrastructure Financing District (Carson EIFD - City of Carson and County of Los Angeles joint effort).

Please check any other existing local plans and sustainability initiatives that the proposed reuse(s) of the site(s) will be consistent with.

Development included in Community Revitalization Investment Authority (CRIA), Enhanced Infrastructure Financing Districts (EIFD), Neighborhood Infill Finance and Transit Improvements Act (NIFTI), etc.

What is the current zoning of the site(s)?

ML-ORL-D (Manufacturing Light, Organic Refuse Landfill, Design Overlay Review)

Will the proposed/planned reuse require a change in zoning designation? (5 points)

Yes

What is the proposed zoning? How long is this expected to take?

Mixed Use within two years.

What is the current land use designation of the site(s)?

:

Mixed Use Business Park (MU-BP) – based on March 2017 GP Amendment

Land use maps are available in your local planning department's General Plan. For more information on land use, click [here](#). If you need assistance in determining the land use for your site(s), please contact your local planning department or CCLR at ECRG@cclr.org

Will the proposed/planned reuse require an amendment to the General Plan?(10 points)

No

Are there existing buildings on the site(s)?

No

Is the site(s) in any of the following districts?

- Empowerment Zone
- Enterprise Zone
- Opportunity Zone
- Rural Renewal Zone
- Promise Zone
- Recycling Market Development Zone
- New Market Tax Credit Eligible Census Tract
- New Market Tax Credit Severe Distress or Non-Metropolitan Census Tract
- Business Improvement District, Community Facilities District, or other improvement

I don't know

Have California Environmental Quality Act (CEQA) activities been conducted for the proposed reuse(s)?

No

Has the proposed reuse project(s) received any of the following permits or approvals?

No

Redevelopment milestones will influence the completion of cleanup and redevelopment.

Complete and upload the Redevelopment Milestones Attachment to describe significant milestones and to demonstrate project readiness. (10 points if Investigation and 30 points if Cleanup)

Download the Redevelopment Milestones Attachment here:

<https://dtsc.ca.gov/wp-content/uploads/sites/31/2022/01/ECRG-Application-10-Redevelopment-Milestones-2022.xlsx>

Has the community been consulted by the current development team regarding the proposed reuse(s) or the environmental activities prior to submitting this application? (10 points)

No

Have local elected officials (mayor, city manager, city council, commissions, etc) been consulted on the proposed reuse(s)?

Yes

How did elected officials react to the proposed reuse?(10 points)

Enthusiastically Supported

Please describe the support and provide evidence or documentation (e.g. Support Letter):

Approval of Economic Development Benefit Agreement at City Council Meeting.

Provide a list of up to five (5) advocating entities who are supportive of the environmental work, the proposed reuse activities, and/or the decision to apply for the ECRG. (10 points)

Advocates are supportive of the application or may have a role in advancing the project, but are not part of the development team. Please include Name of entity, Type of Entity, Role and Contact and Email.

Examples of Entity Types include Local government, state government, private company, grassroots/ community groups, elected official, etc.

The ECRG team may follow up with these contacts.

Contact Name	Name and Type of Entity	ECRG Role	Email/Cell Phone (enter preferred method)
1 Saied Naaseh	City of Carson	Applicant	snaaseh@carsonca.gov

Select the community engagement activities that will continue and/or are planned to consult with the community on the proposed environmental work, reuse, and describe how these plans were developed. Please upload any existing community engagement plans that have been developed. (10 points if Community-wide Assessment or Investigation and 5 points if Cleanup)

Project-specific community meeting(s) (virtual or in-person),
Engagement with local residents other events (farmer's market, school event, holiday event, etc.), Engagement with community groups at other events (farmer's market, school event, holiday event, etc.), Project/site website, Social media engagement

For selections made above, please provide a description of the activities planned.

Community engagement activities will take place throughout the course of the development project.

Engagement activities are expected to take place as the project progresses further.

How does the proposed reuse address chronic inequities, resulting from lack of access to opportunity, and achieve equitable outcomes? Please describe in 3000 characters or less. (10 points)

Project Development will create jobs and generate tax revenue to a disadvantaged community (CES Score for site 89). Site was formerly a landfill and has not been developed for decades partly due to high remediation costs.

The Property is located within a former Carson Redevelopment Agency Project Area. Despite diligent efforts by the Carson Redevelopment Agency Board and staff to foster development of a beneficial end use for the Property, it has remained vacant for decades. Many proposed projects failed due to the nature of the Property as a former landfill. As such, the City determined commercial development of the Property for retail uses is not economically feasible without assistance from the City. Accordingly, the City approved an Economic Development Benefit Agreement with the Property Owner.

The Agreement provides significant ongoing public benefits to City and promote the public health, safety and welfare of the community by facilitating the opportunity to attract and retain Retail Facility(ies) within the City, thereby generating additional sales tax revenue and direct and indirect new jobs for the City and area residents, and assisting City in maintaining a jobs/housing balance within the City, thereby creating social, economic and environmental benefits. The City has further determined that this Agreement will allow for the redevelopment of an organic landfill site, which otherwise would not be developable as a Retail Facility development. Specifically, the Property is identified as having been the former Southwest Conservation Landfill, which accepted wastes similar to other former landfills in the immediate area that now have documented soil and groundwater contamination from metals and volatile and semi-volatile organics; therefore, the Property likely has similar contamination. The total refuse disposed on the Property was approximately 1 million cubic yards, and 9 million gallons of liquid wastes were disposed over 22 acres to a maximum depth of 50 feet bgs. There is a methane gas monitoring system on the Property and has been in operation since the late 1970s or very early 1980s, prior to the drive-in operation.

The Economic Development Benefit Agreement exclude uses that do not provide substantial public benefit to the local community such as discount retailers (e.g. 99 (cents) Only, Dollar Tree, Dollar General, Family Dollar, and Big Lots) and "last mile" distribution facilities. Instead, Agreement aims to attract high quality retail that would provide access to affordable healthy food and amenities. The Economic Development Benefit Agreement also exclude "last mile" distribution facilities that generate heavy traffic, damage local roads, worsen public air, and do not immediately serve the local disadvantaged community. It is estimated that 200 full time jobs and 100 part time / temporary jobs will be generated from this development.

11. Contracts

Does the applicant have practices in place to ensure competitive pricing through a procurement process for contracts over \$10,000? Yes

Describe how services will be contracted to ensure fair market costs for the ECRG activities (e.g. such as a Request for Proposals). If existing contracts will be used, also identify these contractor(s) and describe how the prior award(s) ensure fair market rates for the future ECRG work. Fair market pricing and competitive contracting policies are a requirement of this grant. 1000 characters or less. (10 points)

City has a purchasing Ordinance to ensure prices for services are competitive and equitable.

Does your organization's contracting policy require diverse suppliers be included or do you intend to contract with diverse suppliers?

Yes

See the ECRG Application Guidelines or the link below for more information.

<https://dtsc.ca.gov/wp-content/uploads/sites/31/2021/12/CVCI-Small-Business-Program-QRG.pdf>

If you expect to contract with diverse suppliers, check all types that apply.

Select all diverse suppliers that apply: None of the above

Describe how the applicant has incorporated or plans to incorporate equitable principles that promote the inclusion of the selected group(s). In 500 characters or less. (10 points)

By ensuring compliance with City's Purchasing Ordinance, City's Charter, and other applicable policies.

12. Documents

REQUESTED DOCUMENTS

ORGANIZATION DOCUMENTS

13. Additional Information

If there is any additional information you would like to submit with your application that was not covered, please include a brief description here in 3000 characters or less:

The City of Carson is collaborating with the County of Los Angeles to form an Enhanced Infrastructure Financing District (EIFD) that covers many brownfield sites within the City of Carson. This project is included in the proposed Carson EIFD boundaries. The Carson EIFD draft infrastructure financing plan proposes to set a certain amount of the EIFD's revenue to fund brownfield sites. This provide further evidence of the City's long term efforts of revitalizing many brownfield sites in Carson. The Carson EIFD is expected to be fully formed by the end of this calendar year.

How did you hear about ECRG? Center for Creative Land Recycling (CCLR)

14. Equitable Development Grant Commitments

In previous sections of the ECRG application, you have provided information on approaches and/or strategies that are of particular interest to DTSC because they demonstrate a strong commitment to alleviating environmental burdens and creating equity for our priority communities. Therefore, additional points will be rewarded to applicants who agree to make equitable development aspects a grant commitment. The proposed grant commitments, if approved by DTSC, will be incorporated as metrics in the Grant Agreement.

Equitable Development Commitment must be presented as quantifiable metrics associated with the reuse to be completed within a specified timeline, for example, acres made available as open space, number of units available for housing, etc. Grant commitment target areas include, but are not limited to:

- Job Creation: Number of local jobs, short term jobs, long term jobs, etc.
- Preventing displacement: Services and opportunities focused on existing local residents and businesses or that will be easily accessible to existing residents and businesses
- Expanding mobility and connectivity: Increasing transportation access
- Developing healthier and safer communities: Uses and services that increase safety and access to healthier living
- Promoting or promotion of environmental justice: Activities that will lead to alleviation of pollution burdens for the local community

(10 points for Community-wide Assessments, 20 points for Investigations, and 30 points for Cleanups)

Would the applicant like to make grant commitments that will be incorporated as metrics into their Grant Agreement if awarded? YES

Complete and upload the ECRG Grant Commitment attachment.

Download the ECRG Grant Commitment attachment here:

<https://dtsc.ca.gov/wp-content/uploads/sites/31/2022/01/ECRG-Application-14-Grant-Commitments-2022.xlsx>

15. Signature

Thank you for completing the ECRG Application. It will be reviewed for eligibility and scored if eligible.

The signatory below is an authorized representative of the applicant and certifies to the best of their knowledge and belief that the information contained in this application, including any attachments, is true and complete and accurately describes the applicant, the site, and related conditions.

The signatory below affirms that the applicant did not cause or contribute to the release or threatened release of a hazardous substance at the site(s) and is exempt from liability for any previous contamination at the site(s).

The signatory below affirms that the applicant will agree to and abide by the Grant Agreement if awarded. Any grant commitments identified in Section 14 will be included in the Grant Agreement. Grant Agreement terms and conditions are non-negotiable.

The applicant agrees to promptly inform DTSC of any changes that occur in the information contained in this application.

The applicant has read and accepts all terms stated in Section 15. YES

After the application is submitted, you will receive an email message through DocuSign within 2 business days to sign and complete your application. Your application will not be scored until DTSC receives your signed application through DocuSign. If your application is not signed prior to April 8, 2022 it may not be considered.

If you do not receive the email from DocuSign within 2 business days of submitting, please contact ECRGInfo@dtsc.ca.gov.

DocuSigned by:
David C. Roberts, Jr.
8407909EF41A4C8...

4/7/2022

Signature

Date

Exhibit B – Site Map

20151 Main Street

Legend



110

Figueria St

W Francisco St W Francisco St

S Main St

S Main St

S Main St

Hamilton Ave

W Del Amo Blvd

W Del Amo Blvd

W Del Amo Blvd

E Del Amo Blvd

Google Earth

900 ft



Exhibit C – Site Diagram

EXHIBIT B
SITE LOCATION MAP

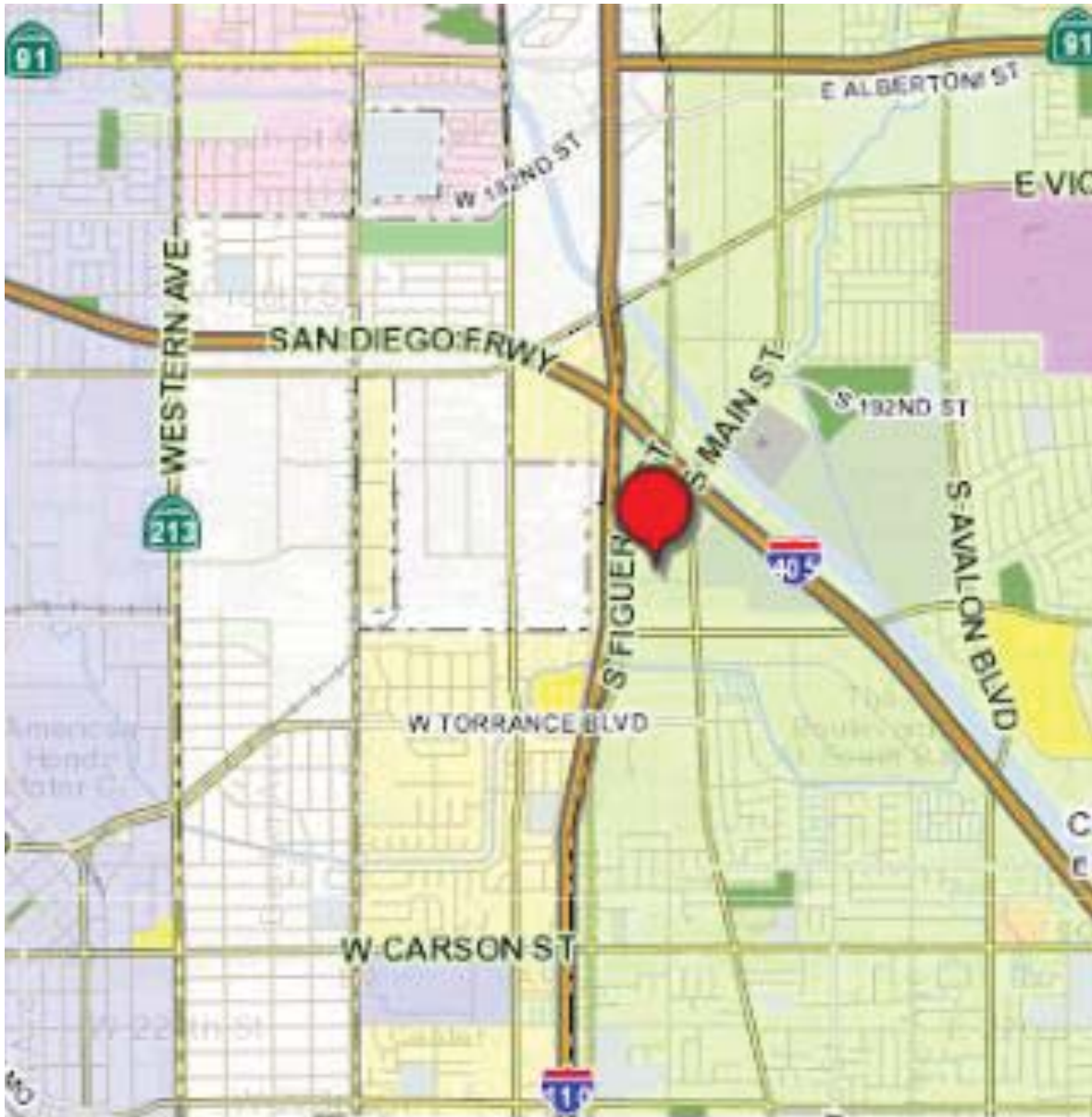


Exhibit D – Site Access Agreement

James Nguyen

From: Anthony Blanchard <Anthony_Blanchard@sywest.com>
Sent: Friday, April 1, 2022 1:43 PM
To: James Nguyen
Cc: Robert Atkinson
Subject: RE: Brownfield Grants Partnership with City of Carson (Application with DTSC's Equitable Community Revitalization Grant)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

James –

For purposes of submitting the Application with DTSC's Equitable Community Revitalization Grant (ECRG), Owner grants the City of Carson access to 20151 Main Street (Site), subject the City of Carson providing Owner with reasonable advance notice to Owner prior to entering onto the Site.

Owner understands that the City of Carson must enter into an Oversight Agreement if the subject site is to be eligible for award of ECRG grant.

Thanks,

Anthony

Anthony Blanchard
SVP, Finance and Acquisitions
SYWEST DEVELOPMENT
150 Pelican Way, San Rafael, CA 94901
415-448-8329
anthony_blanchard@sywest.com

From: James Nguyen [mailto:jnguyen@carsonca.gov]
Sent: Friday, April 1, 2022 10:53 AM
To: Anthony Blanchard <Anthony_Blanchard@sywest.com>
Cc: Robert Atkinson <Robert_Atkinson@sywest.com>
Subject: Re: Brownfield Grants Partnership with City of Carson (Application with DTSC's Equitable Community Revitalization Grant)

Mimecast Attachment Protection has deemed this file to be safe, but always exercise caution when opening files.

CAUTION: External email. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sounds good. I got your email and voicemail. I'll be by a computer around noon and will get started ahead of our call.

Sent from my iPhone

Exhibit E – Scope of ECRG Activities

Section 9: ECRG Schedule

Status/Schedule for next 2 years				
Community-Wide Assessment	Status (Assume Grant begins June 2022)	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Add brief description/comments
Select Consultant(s)	[Select Status from drop-down]			
Create Brownfields Inventory	[Select Status from drop-down]			
Conduct Phase I ESAs	[Enter # to be completed]			
Conduct Phase II ESAs/PEAs	[Enter # to be completed]			
Community Engagement [Add additional tasks, if needed, using additional lines.]	[Select Status from drop-down]			
Environmental Investigation Grant Schedule	Status (Assume Grant begins June 2022)	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Add brief description/comments
Executed DTSC CLRRRA Agreement	in negotiations	Jun-22	Jul-22	
Hire Consultant(s)	Scheduled	Jul-22	Aug-22	
Phase I Environmental Site Assessment	Planned (see schedule)	Aug-22	Oct-22	
Phase II Environmental Site Assessment/Preliminary Endangerment Assessment	Planned (see schedule)	Oct-22	Jan-23	
Site Characterization	Planned (see schedule)	Jan-23	Mar-23	
Risk Assessment	Planned (see schedule)	Mar-23	May-23	
Cleanup Plan	Scheduled	May-23	Aug-23	
EIR	Scheduled	May-22	Aug-23	
Community Engagement [Add additional tasks, if needed, using additional lines]	Planned	Aug-22	Aug-23	
Environmental Cleanup Grant Schedule	Status (Assume Grant begins June 2022)	Start Date (mm/yyyy)	Completion Date (mm/yyyy)	Add brief description/comments
[Select regulatory oversight agreement type]	[Select Status from drop-down]			
Hire Consultants	[Select Status from drop-down]			
Additional Investigation	[Select Status from drop-down]			
[Select Remedy Selection document]	[Select Status from drop-down]			
[Select California Environmental Quality Act document for Cleanup Plan]	[Select Status from drop-down]			
Remedy Design, if required by regulatory agency	[Select Status from drop-down]			
Implementation/Field Work	[Select Status from drop-down]			
Cleanup Report/Implementation Report	[Select Status from drop-down]			
Community Engagement [Add additional tasks, if needed, using additional lines]	[Select Status from drop-down]			

Note: For activities with a status other than "Complete" or "Not Applicable, provide start and completion date in the schedule. Enter in a Completion Date for "Complete" status activities.

Exhibit F – ECRG Activities Budget Detail Table

Preliminary Budget Detail

Organization Name: City of Carson
Amount: \$315,000.00
Request ID: R-202204-01030
Start Date: 6/28/2022
End Date: 6/28/2024

Status

Actual

actual

ECRG Proposed Task: Environmental Investigation
Estimated Start Date (optional): 6/30/2022
Estimated End Date (optional): 8/31/2023

Preliminary Budget Details

Project Tasks	Budget Allocation
Contracts (\$)	715000
Project Grantee Project Management* (\$)	35000
Travel** (\$)	
Other (specify type, \$)	
Total	750,000

* Grantee project management costs should not exceed 5% of the total allocation

** Travel to brownfields-related training conferences is an acceptable use of these grant funds.

Please describe what you are including in the "Other" budget category:

▼ Notes/History - Internal Only**NOTES****Budget → Actual**

Created by James Nguyen at 11:16 PM on June 2, 2022

HISTORY

Show History

Updated At: 6/2/2022
Updated By: James Nguyen
Created At: 6/2/2022
Created By: James Nguyen

Exhibit G – Regulatory Oversight Agreement

Regulatory Oversight Agreement can be accessed on
Envirostor, Site ID 60003387

Exhibit H – Grant Commitments

Section 14: Equitable Development Grant Commitments					
Commitment Target Area (example types below, add lines as necessary)	Associated Metric*	How will this be metric be measured?	How will this information be reported to DTSC?	When will this commitment be expected to begin? (Target Date)	What is the expected value for this metric?
Job Creation	Number of jobs	Number of local jobs (part time, full time) created (short term, long term)	TBD / Report from Grantee	2023 onward	Number of Jobs / wages
Preventing Displacement	Provide local access to quality retail not currently available	New quality retailer (e.g. Costco). No discount retailer (e.g. 99 Cents Only, Dollar Tree, Dollar General, Family Dollar, and Big Lots)	TBD / Report from Grantee	2023 onward	Square footage developed quality retailer
Expanding Mobility and Connectivity					
Developing Healthier and Safer Communities	Attract and retain quality retail	Number/ quality of retailers selected (healthier food options, no discount retailers) to local community	TBD / Report from Grantee	2023 onward	Qualitative / TBD
Promoting or Promotion of Environmental Justice	Development of Quality Retail Tenant	Completion of Quality Development and clean up of brownfield/ former landfill site	TBD / Report from Grantee	2023 onward	Construction Completion

*see guidelines for example metrics

Exhibit I – Summary of Costs Form*

Exhibit I: Summary of Costs

Grantee Name

Street Address
City, ST ZIP Code

Date: Month DD, YYYY

Agreement Number: ECRG-2021-XXXX
Grant Period: MM/DD/YYYY to MM/DD/YYYY

Site Name

Site Address
City, ST Zip Code

Billing Period: MM/DD/YYYY to MM/DD/YYYY

Budget Item	Budgeted Amount	Current Billing Amount	Expended To Date
TOTAL	\$ -	\$ -	\$ -

Direct questions regarding billing to: Name
XXX-XXX-XXXX Ext. XXXX
Email address

****This is a sample format to summarize invoice requests for approved ECRG activities. Submission will be done through the grant portal.***