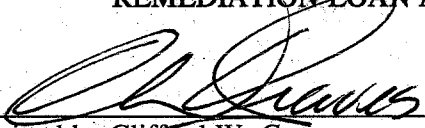




City of Carson Report to Redevelopment Agency

September 7, 2010
New Business Consent

SUBJECT: CONSIDER EXTENDING THE CONSULTANT SERVICES AGREEMENT WITH CJ STRATEGIES, LLC FOR FEDERAL LEGISLATIVE ADVOCACY SERVICES AND CONTINUED DEVELOPMENT OF A REDEVELOPMENT AND BROWNFIELDS REMEDIATION LOAN AND FINANCING ACT


Submitted by Clifford W. Graves
Economic Development General Manager


Approved by Jerome G. Groomes
Executive Director

I. SUMMARY

The Agency Board is asked to consider approving a third amendment and one-year extension to the agreement (Exhibit No. 1) for federal legislative advocacy services. Approval of the third amendment will ensure that the Agency continues to respond to and apply for potential opportunities and/or legislative vehicles that may provide funding or financing for the Agency's current capital improvement projects and development of a proposed Redevelopment and Brownfields Remediation Loan and Financing Program.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a one-year extension of, and Third Amendment to, the Consultant Services Agreement with CJ Strategies, LLC.
2. AUTHORIZE the Chairman to execute the Third Amendment to the Consultant Services Agreement following approval as to form by Agency Counsel.

III. ALTERNATIVES

1. MODIFY the agreement and APPROVE as the Agency Board deems appropriate.
2. DECLINE to extend the agreement.
3. TAKE another action the Agency Board deems appropriate.

IV. BACKGROUND

Responding to the severe economic challenges faced by the United States in November 2008, President-Elect Obama announced his plan to revitalize our nation. Knowing the potential impact of this economic stimulus plan on our city, the Executive Director entered into an agreement (Exhibit No. 2) with CJ Strategies, LLC, to keep Carson's projects on our federal legislators' priority

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lists and to ensure that timely project submissions would be presented for any and all potential funding consideration. The firm was selected based on the fact that the Senior Associate for CJ Strategies, LLC, Mr. John Young, served as Legislative Director for the late Congresswoman Juanita Millender-McDonald from 2002 through 2005. During that time, Mr. Young became familiar with Carson and the need for federal assistance for our regional projects. Through the combined efforts of staff and Mr. Young, Congresswoman Juanita Millender-McDonald secured federal funding for critical projects in the amount of \$10,480,000 for federal highways and transportation program projects. Two of these projects, the interchange modifications for the I/405 at Avalon Boulevard and the I/405 at Wilmington Avenue, continue to be top Carson priorities for funding through the economic stimulus program and pending transportation reauthorization bills.

Once engaged, Mr. Young immediately began researching and tracking the proposed stimulus act, met with senior staff members from the offices of Congressman Richardson, and Senators Feinstein and Boxer, as well as provided updates to staff regarding progress and deadlines.

On February 17, 2009, President Barack Obama signed into law the American Recovery and Reinvestment Act (ARRA) of 2009. The ARRA funded investments in many programs including health care, energy, infrastructure, education, and public safety. The total cost of the package was \$828 billion. It included \$396 billion for upgrades to transportation, infrastructure, and other systems including health care, education, housing assistance, and energy efficiency projects. It also provided \$144 billion in state and local fiscal relief, and \$288 billion in personal and business tax credits.

The city received ARRA funds that were used to off-set costs for the following projects:

\$800,000.00	Wilmington Avenue: Del Amo Boulevard to Victoria Street Pavement Reconstruction
\$929,900.00	Solar panels/Congresswoman Juanita Millender-McDonald Community Center
\$2,000,000.00	Broadway Improvements: Main Street to Alondra Boulevard

On April 7, 2009, the Agency Board approved a six-month extension to the Consultant Services Agreement with CJ Strategies, LLC for federal legislative advocacy and targeted Brownfields clean-up funding and financing opportunity services (Exhibit No. 3). The Agency Board approved a one-year extension to the agreement on September 1, 2009 that will expire on October 31, 2010

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(Exhibit No. 4). Should the Agency Board approve a one-year extension of, and third amendment to the agreement, the following information provides an update on current activities and outlines a proposed timeline for anticipated activities and initiatives for the next year on behalf of the Redevelopment Agency:

Implementation of the 2010 Carson Redevelopment Agency Federal Work Plan:

In 2010, Mr. Young coordinated and implemented an aggressive federal work plan on behalf of the Carson Redevelopment Agency. He assisted the Agency, working with Congressman Richardson, in securing \$1,000,000.00 for the interchange modifications for the I/405 at Avalon Boulevard project in the FY 10 Transportation Appropriations bill. The bill passed the House on July 29, 2010. It is anticipated that all appropriation bills and conference reports will be passed and signed into law after the mid-term elections in November.

In addition to securing funding for the interchange modifications for the I/405 at Avalon Boulevard, the Agency made great strides in framing and advocating for the Alameda Street Soundwall Project. Mr. Young and staff developed a funding approach for a portion of the project from an account in the Department of Energy. The project funding would go toward insulating 63 homes, that would impact 250 residents in the Dominquez Village area of the city. The home insulation project could save residents approximately \$419.00 annually, produce 2,212 kilowatts in energy savings and reduce 2,872 pounds of carbon dioxide in regional emissions. Insulating the homes may also serve another important purpose in that it is part of a larger project that will help protect this heavily impacted community from noise and potentially improve the poor air quality that is caused by the heavy trucks and trains that travel along the Alameda Corridor.

The project did not receive federal funding in FY 11, but it serves as a template for a project approach for federal FY 12. The concept of breaking the Alameda Soundwall Project into smaller targeted projects could lead to more funding opportunities.

Brownfields Remediation and Economic Development Guaranteed Loan Program (Pilot Program):

Mr. Young and staff made substantial progress on the drafting and outreach of the Brownfields Remediation and Economic Development Guaranteed Loan Program (Pilot Program). During the week of January 19th, the Economic Development General Manager participated in 15 meetings in Washington DC.

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Urban Development Appropriation Committees, U.S. Department of Transportation, representatives of the Housing and Urban Development Department, Environmental Protection Agency, senior staff for Senators Boxer and Feinstein, and Congressmembers Richardson and Waters. The Agency's bill is ready to be introduced. Further advocacy efforts will be needed to advance this legislation.

Over the next year CJ Strategies will:

- Continue to build support for the Brownfields Remediation and Economic Development Guaranteed Loan Program (Pilot Program).
- Continue to position Carson's transportation projects as a priority for Congressman Richardson.
- Continue to coordinate and assist in the development of the Redevelopment Agency's Appropriations requests with Congressman Richardson and Senators Boxer and Feinstein.
- Schedule calls with Senators Boxer and Feinstein to discuss the city's federal FY 12 requests.
- Identify other funding opportunities.

Transportation Projects:

It is unlikely that Congress will advance a Transportation Reauthorization bill during the 111th Congress. During the 112th Congress, Mr. Young will continue to coordinate the Redevelopment Agency's Transportation requests. Because it will be a new Congress, the Agency will resubmit its transportation projects and revised priorities. Mr. Young will work with staff to refine the Agency's projects and the overall transportation reauthorization agenda.

Proposed Transportation Projects:

- \$8,888,000.00 for the Wilmington Avenue Interchange Modification at the I/405.
- \$4,000,000.00 for the 223rd Street Improvements: Lucerne Street to Alameda Street.
- \$5,500,000.00 for the Sepulveda Boulevard Widening Project: Alameda Street to east of the city limit.

CJ Strategies will:

- Develop new projects that meet the Agency's existing needs and challenges.

September 7, 2010

- Coordinate the submission of the reauthorization project requests to Congressman Richardson and Senators Boxer and Feinstein.
- Ensure the projects are on the regional and state transportation lists for funding.

Alameda Street Soundwall and Community Improvement Project:

This project is a work in progress. Staff submitted a Transportation Reauthorization request to Congressman Richardson for \$18.5 million. Additionally, we submitted a \$2 million dollar FY 11 Energy and Water request. The sensitivity of the issue with Carson residents and the ongoing discussions with the Alameda Corridor Transportation Authority (ACTA) require careful management of this issue.

CJ Strategies will:

- Coordinate the partnerships and cost-share allocation for the Alameda Street Soundwall Project. This means securing cost-share agreements with ACTA, Carson Redevelopment Agency, Los Angeles Metropolitan Transit Authority (LAMTA) and possibly the California Department of Transportation.
- Work with Congressman Richardson and the Transportation & Infrastructure Committee to develop a goods movement mitigation program for communities that are heavily impacted by freight movement (i.e. Alameda Street). This will continue after the projects have been submitted. Advocacy is needed until the next reauthorization bill is enacted.
- Assist the Redevelopment Agency to maintain communication with the congressional delegation to provide updates on projects as needed and to advocate for Carson's unique transportation needs.

Brownfields Remediation and Economic Development Guaranteed Loan Program (Pilot Program):

CJ Strategies will:

- Continue to coordinate the launch of our Brownfields Remediation and Economic Development Guaranteed Loan Program (Pilot Program). CJ Strategies will actively solicit a sponsor(s) in both the House and Senate.

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- Continue to work with outside organizations to gain membership support for the program. Examples of organizations that could potentially be supportive are:
 - National League of Cities
 - U.S. Conference of Mayors
 - American Planning Association
 - National Brownfields Association
 - Urban Land Institute
 - National Association of Counties
 - Northeast-Midwest Institute
- Work with the Administration and educate them on the bill.
 - The White House, Office of Urban Affairs.
 - Environmental Protection Agency
 - Department of Housing and Urban Development
 - Department of Transportation
- Look for opportunities to attach the bill to legislation moving through Congress.

V. FISCAL IMPACT

Should the Agency Board approve this request, funds in the amount of \$75,000.00 for the one-year extension to the consultant services agreement will be included in the proposed FY 2010/11 Redevelopment Agency budget and will be charged as follows:

\$30,000.00 Account no. 30-70-710-003-6005

\$45,000.00 Account no. 31-70-710-003-6005.

VI. EXHIBITS

1. Draft one-year extension of, and third amendment to, the Consultant Services Agreement with CJ Strategies, LLC. (pgs. 8-10)
2. December 8, 2008 Agreement for Federal Representation Services. (pgs. 11-21)
3. Minutes, April 7, 2009, Item No. 4. (pg. 22)
4. Minutes, September 1, 2009, Item No. 4. (pg. 23)

September 7, 2010

Prepared by: Linda F. Mann, Principal Administrative Analyst

sf:Rev061902

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by City Council

Date_____ Action_____

**THIRD AMENDMENT TO CARSON REDEVELOPMENT AGENCY
CONSULTANT SERVICES AGREEMENT
[Federal Representation Services]**

This Third Amendment to that certain Consultant Services Agreement, dated as of December 8, 2008 ("Third Amendment"), is made and entered into this 7th day of September, 2010, by and between the Carson Redevelopment Agency, a public body corporate & politic and a political subdivision of the State of California, ("Agency"), and CJ Strategies, LLC, a Federal Affairs Consultant ("Consultant").

WHEREAS, the Agency and Consultant previously entered into that certain "**Consultant Services Agreement for Federal Representation Services**" dated as of December 8, 2008; extended the same on April 7, 2009, by that certain First Amendment to the "**Consultant Services Agreement for Federal Representation Services,**" and, extended the same on September 1, 2009 by that certain Second Amendment to "**Consultant Services Agreement for Federal Representation Services**" ("Agreement").

WHEREAS, the Agency desires to continue the services of Consultant beyond the term of such Agreement, as amended, in order to perform additional services within the scope of services defined in such Agreement, as amended.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Section 2.1 of the Agreement, and Exhibit "C" thereto, are hereby amended to read, in their entirety, as follows and as attached as Exhibit "C":

"2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, as amended, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Two hundred twelve thousand and five hundred dollars (\$212,500) ("Contract Sum")."

Section 2. Section 5.1 of the Agreement is amended to read, in its entirety, as follows:

"5.1 **Term.** Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until October 31, 2011."

Section 3. Section 5.1.1 is hereby added to read:

5.1.1 **Extended Term.** The Agency, in its sole and unfettered discretion, shall have the right, but not the obligation, to extend the term of this Agreement, as amended, for one (1) additional year by giving written notice of its intent to do so not later than thirty (30) calendar days prior to the expiration the term of the Agreement, as amended.

Section 4. Except as expressly amended by this Third Amendment, all other terms, conditions, and obligations of the Agreement, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

[SIGNATURES ON NEXT PAGE]

AGENCY:

CARSON REDEVELOPMENT AGENCY, a public body corporate & politic and a political subdivision of the State of California

Chairman Jim Dear

ATTEST:

Agency Secretary Helen S. Kawagoe

APPROVED AS TO FORM:

Agency Counsel

CONSULTANT:

CJ Strategies, LLC, a Federal Affairs Consultant

By: _____

Name: John N. Young

Title: Senior Associate

By: _____

Name: Lynn Jacquez

Title: Principal

Address: 525 9th Street, NW Suite 500
Washington, DC 20004

[END OF SIGNATURES]



CJ Strategies, LLC
Agency Meeting: 09/07/10

EXHIBIT "C"

SCHEDULE OF COMPENSATION

December 8, 2008 through January 8, 2009:	January 15, 2009	\$6,250.00
January 9, 2009 through February 9, 2009:	February 19, 2009	\$6,250.00
February 10, 2009 through March 10, 2009:	March 19, 2009	\$6,250.00
March 11, 2009 through April 11, 2008:	April 23, 2009	\$6,250.00
FIRST AMENDMENT		
April 12, 2009 through May 12, 2009:	May 21, 2009	\$6,250.00
May 13, 2009 through June 13, 2009:	June 25, 2009	\$6,250.00
June 14, 2009 through July 15, 2009:	July 25, 2009	\$6,250.00
July 16, 2009 through August 15, 2009:	August 20, 2009	\$6,250.00
August 16, 2009 through September 15, 2009:	September 24, 2009	\$6,250.00
September 16, 2009 through October 15, 2009:	October 22, 2009	\$6,250.00
SECOND ADMENDMENT		
November 1, 2009 through November 30, 2009	December 1 2009	\$6,250.00
December 1, 2009 through December 31, 2009	January 1, 2010	\$6,250.00
January 1, 2010 through January 31, 2010	February 1, 2010	\$6,250.00
February 1, 2010 through February 28, 2010	March 1, 2010	\$6,250.00
March 1, 2010 through March 31, 2010	April 1, 2010	\$6,250.00
April 1, 2010 through April 30, 2010	May 1, 2010	\$6,250.00
May 1, 2010 through May 31, 2010	June 1, 2010	\$6,250.00
June 1, 2010 through June 30, 2010	July 1, 2010	\$6,250.00
July 1, 2010 through July 31, 2010	August 1, 2010	\$6,250.00
August 1, 2010 through August 31, 2010	September 1, 2010	\$6,250.00
September 1, 2010 through September 30, 2010	October 1, 2010	\$6,250.00
October 1, 2010 through October 30, 2010	November 1, 2010	\$6,250.00
THIRD ADMENDMENT		
November 1, 2010 through November 30, 2010	December 1, 2010	\$6,250.00
December 1, 2010 through December 31, 2010	January 1, 2011	\$6,250.00
January 1, 2011 through January 31, 2011	February 1, 2011	\$6,250.00
February 1, 2011 through February 28, 2011	March 1, 2011	\$6,250.00
March 1, 2011 through March 31, 2011	April 1, 2011	\$6,250.00
April 1, 2011 through April 30, 2011	May 1, 2011	\$6,250.00
May 1, 2011 through May 31, 2011	June 1, 2011	\$6,250.00
June 1, 2011 through June 30, 2011	July 1, 2011	\$6,250.00
July 1, 2011 through July 31, 2011	August 1, 2011	\$6,250.00
August 1, 2011 through August 31, 2011	September 1, 2011	\$6,250.00
September 1, 2011 through September 30, 2011	October 1, 2011	\$6,250.00
October 1, 2011 through October 31, 2011	November 1, 2011	\$6,250.00



**CARSON REDEVELOPMENT AGENCY
CONSULTANT SERVICES AGREEMENT FOR
[Federal Representation Services]**

This Consultant Services Agreement ("Agreement") is made and entered into this 8th day of December, 2008, by and between the Carson Redevelopment Agency, a public body corporate & politic and a political subdivision of the State of California, ("Agency"), and CJ Strategies, LLC, a Federal Affairs Consultant.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional, and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City of Carson ("City") and any federal, state, or local governmental City of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits, and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Five Thousand dollars (\$25,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid \$6,250 per month upon receipt of a monthly invoice.



**CITY OF CARSON REDEVELOPMENT AGENCY
CONTRACT SERVICES AGREEMENT FOR**

[Federal Representation Services]

This Contract Services Agreement ("Agreement") is made and entered into this 30th day of November 2008, by and between the City of Carson Redevelopment Agency, a public body corporate and politic and a political subdivision of the State of California, ("City"), and CJ Strategies, a Federal Affairs Consultant.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City of Carson ("City") and any federal, state or local governmental City of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty Five Thousand dollars (\$25,000) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid \$6,250 per month upon receipt of a monthly invoice.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. John N. Young is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. Agency's Executive Director is hereby designated as being the representative of the Agency authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The Agency may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the Agency. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of Agency. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the Agency, the City, or any of their employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of Agency and City, and Agency and City shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Agency or City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Agency, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Professional Liability or Error and Omissions Insurance. A policy of all listed insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the Agency and City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the Agency and City and Agency's and City's officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the Agency and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the Agency. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided Agency with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by Agency.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless Agency and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way



attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until April 30, 2009.

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the Agency, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and Agency shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer or employee of the Agency or the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the Agency's execution of this Agreement, Consultant shall provide the Agency with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Agency, to the Executive

Director and to the attention of the Contract Officer, City of Carson, 701 East Carson Street, Carson, California 90745, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

6.8 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

6.10 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.


AGENCY:

CARSON REDEVELOPMENT AGENCY, a public body corporate & politic and a political subdivision of the State of California



Jerome G. Groomes, Executive Director

ATTEST:



Helen S. Kawagoe, Agency Secretary

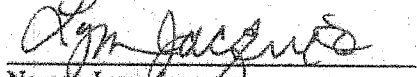
APPROVED AS TO FORM: 11-25-08


Agency Counsel

CONSULTANT:

CJ Strategies, LLC, a Federal Affairs Consultant

By: 
Name: John N. Young
Title: Senior Associate

By: 
Name: Lynn Jacquez
Title: Principal

Address: 525 9th Street, NW Suite 500
Washington, DC 20004

[END OF SIGNATURES]



EXHIBIT "A"

SCOPE OF SERVICES

A-1. Consultant shall coordinate the Agency's federal priorities with the incoming 111th Congress and the new Administration. The initial federal priorities are as follows:

- **Targeted Brownfield Clean Up Funding and/or Financing Opportunities**

Consultant shall develop a federal legislative proposal that would provide funding for Brownfield clean up and restoration. An initial approach for this program would be to craft a proposal similar to the 1949 Urban Renewal Act which allowed no-interest loans to local governments. In 1974, the ability to use these loans went away. With a new Congress and Administration and a national priority on affordable housing and community development, Consultant believes that new idea, innovative tools and partnerships will be a part of this federal agenda. Consultant shall target federal innovative financing options to clean up brownfields in coordination with the Agency. A more comprehensive proposal and outreach plan on this particular proposal will be forthcoming.

- **Coordinate the transportation reauthorization project and policy requests**

The House Transportation and Infrastructure Committee has indicated that there could be a call for transportation reauthorization member projects as early as February. Readiness will serve the city well. Consultant shall promptly and carefully coordinate transportation projects and policy requests with Congresswoman Richardson's office and both Senators' offices. From a policy perspective, we will seek to develop a mechanism for a goods movement mitigation program for communities that are heavily impacted by freight movement (i.e. Alameda Street).

- **Coordinate Fiscal Year 2010 Appropriations Requests**

Consultant shall coordinate all Fiscal Year 2010 appropriation requests. Traditionally, Congressional Appropriation deadlines fall in mid-March. Consultant shall initiate meetings to educate Congressional staff on the merits of these projects.

- **Track Fiscal Year 2009 Appropriation Requests**

The current Continuing Resolution (CR), which funds the federal government, expires on March 6, 2009. While it is unclear if an omnibus spending bill will include Fiscal Year 2009 projects, following the progress in Congress of the city's federal priorities will build for future success in 2010 and beyond.

A-2. On behalf of the Agency, Consultant shall also track issues including but not limited to:

- The Climate Change Bill
- Green Building Implementation/Technology
- Stimulus II Legislation
- Transition of the new Administration and advance notice of key Administration appointments.
- Other issues as directed by Agency's Contract Officer

EXHIBIT "B"

SPECIAL REQUIREMENTS

B-1. Travel: Agency shall reimburse Consultant for reasonable travel expenses incurred on behalf of Agency and approved by Agency's Contract Officer in writing.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

December 8, 2008 through January 8, 2009:	January 15, 2009	\$6,250.00
January 9, 2009 through February 9, 2009:	February 19, 2009	\$6,250.00
February 10, 2009 through March 10, 2009:	March 19, 2009	\$6,250.00
March 11, 2009 through April 11, 2008:	April 23, 2009	\$6,250.00





**MINUTES
CARSON REDEVELOPMENT AGENCY
REGULAR MEETING
APRIL 7, 2009**

**ITEM NO. (4) CONSIDER EXTENDING THE CONSULTANT SERVICES AGREEMENT FOR
FEDERAL LEGISLATIVE ADVOCACY SERVICES WITH CJ STRATEGIES,
LLC (CITY MANAGER)**

RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE a six-month extension to the Consultant Services Agreement with CJ Strategies, LLC.
2. AUTHORIZE the Chairman to execute the extension to the Consultant Services Agreement prepared by the Agency Counsel.

ACTION: It was moved to Approve New Business Consent Item Nos. 4, 5, and 6 on motion of Dear, seconded by Santarina and unanimously carried by the following voice vote:

Ayes: Chairman Dear, Chairman Pro Tem Davis-Holmes, Agency Member Santarina,
Agency Member Gipson, and Agency Member Ruiz-Raber
Noes: None
Abstain: None
Absent: None



**MINUTES
CARSON REDEVELOPMENT AGENCY
REGULAR MEETING
SEPTEMBER 1, 2009**

**ITEM NO. (4) CONSIDER EXTENDING THE CONSULTANT SERVICES AGREEMENT FOR
FEDERAL LEGISLATIVE ADVOCACY SERVICES AND DEVELOPMENT OF
A REDEVELOPMENT & BROWNFIELDS REMEDIATION LOAN AND
FINANCING ACT WITH CJ STRATEGIES, LLC (ECONOMIC
DEVELOPMENT)**

RECOMMENDATION for the Redevelopment Agency:

TAKE the following actions:

1. APPROVE a one-year extension of, and Second Amendment to, the Consultant Services Agreement with CJ Strategies, LLC.
2. AUTHORIZE the Chairman to execute the Second Amendment to the Redevelopment Agency Consultant Services Agreement prepared by the Agency Counsel.

ACTION: New Business Consent Calendar Item No. 4 was previously approved on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

Ayes: Chairman Dear, Chairman Pro Tem Davis-Holmes, Agency Member Santarina,
Agency Member Gipson, and Agency Member Ruiz-Raber

Noes: None

Abstain: None

Absent: None