




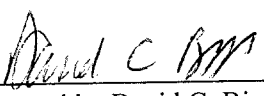
# City of Carson

## Report to Successor Agency

June 19, 2012  
New Business Consent

**SUBJECT: REQUEST FOR AUTHORIZATION TO RENEW CONSULTANT AGREEMENTS TO PROVIDE PROFESSIONAL SERVICES FOR THE SUCCESSOR AGENCY ON AN AS-NEEDED BASIS FOR FISCAL YEAR 2012/13**

  
Submitted by Clifford W. Graves  
Economic Development General Manager

  
Approved by David C. Biggs  
City Manager

### **I. SUMMARY**

The Carson Successor Agency (Agency) is being asked to enter into agreements for the services of several consultants to implement the goals of the Agency. Staff will need to continue to work with these consultants to implement the work load and complete the Agency projects. Due to the need for specialized expertise, reliance on consultants to assist the Agency with project implementation continues to be a necessity. The amounts listed are not-to-exceed amounts and will likely not be expended in total. The services of each of these consultants may not be used but will be available to Agency staff as projects are implemented in the most time sensitive manner possible.

### **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE the attached list of consultants.
2. AUTHORIZE the professional services agreements listed on the following pages, in the amounts recommended.
3. AUTHORIZE the Agency Chairman to sign the professional services agreements after approval as to form by the Agency Counsel.
4. AUTHORIZE the Executive Director to execute the necessary documentation to implement the work orders as required.

### **III. ALTERNATIVES**

1. MODIFY the consultant agreements as the Agency may require.
2. TAKE another action the Agency deems necessary.

### **IV. BACKGROUND**

In the past, the former Carson Redevelopment Agency (RDA) authorized the preparation of agreements with an approved list of consultants to provide redevelopment implementation services on an as-needed basis. Although redevelopment has been eliminated, a need still exists for certain consultants'

specialized services in connection with the Agency's housing projects. Therefore, in order to mitigate any confusion and distinguish between former RDA consultant services and new Agency consultant services, it is necessary for the Agency to contract for its own consultant services and to terminate those of the former RDA. Agency consultant agreements will become effective and all RDA agreements will terminate on July 1, 2012.

It is anticipated that the housing work plan will be implemented by staff. The specialty services of these consultants will be available to staff on an as needed basis.

The work plan includes, but is not limited to, the following activities:

- Perform obligations required pursuant to any enforceable obligation.
- Dispose of assets and properties of the former RDA as directed by the Carson Oversight Board, expeditiously and in a manner aimed at maximizing value.
- Expeditiously wind down the affairs of the RDA in accordance with direction of the Oversight Board.
- Continue to oversee development of properties until the contracted work has been completed or until the contractual obligations of the former RDA can be transferred to other parties.

The following list provides the consulting firms, their expertise, the action and amounts requested to support the above activities. It should be noted that other consultants may be needed as Agency projects are implemented. Any additional consultant services will be brought forth individually by project. These amounts are a not-to-exceed amount and may not be completely expended. Any existing contracts will be terminated by issuance of the new contract, which will commence July 1, 2012 and terminate as of June 30, 2014.

FIRM	SERVICES	ACTION	AMOUNT
CM de Crinis & Co. Inc.	Reviews debt structure, financial resources and proposed revenue sources. Works on CFDs for the Boulevards and assists in the preparation of short term and long-term financial projections, etc. (Exhibit No. 1)	Two-year Agreement	\$50,000.00
Eco & Associates	Provides environmental peer review services (Exhibit No. 2)	Two-year Agreement	\$20,000.00
DHA Consulting, LLC	Real estate fiscal and financial analysis as requested, including: preparation of Agency reports, ROPS analysis and assistance; tax increment revenue analysis and projections; etc. (Exhibit No. 3)	Two-year Agreement	\$50,000.00

Goeppner & Associates	Provides land appraisal services (Exhibit No. 4)	Two-Year Agreement	\$30,000.00
Eichel & Associates	Provides land appraisal services (Exhibit No. 5)	Two-Year Agreement	\$20,000.00
Keyser Marston & Associates	Provides real estate fiscal and financial analysis as requested in connection with Agency projects and properties, etc. (Exhibit No. 6)	Two-year Agreement	\$20,000.00
National Development Council	Conducts real estate fiscal analysis, manages Grow America Fund for small business loans, fund manager for EPA revolving loan fund. (Exhibit No. 7).	Two-year Agreement	\$30,000.00

**V. FISCAL IMPACT**

Funds for the needed consulting services should be a legitimate charge as listed on the adopted ROPS.

**VI. EXHIBITS**

1. Consultant Retainer Agreement by and Between the Carson Successor Agency and CM de Crinis & Co., Inc. (pgs. 4-13)
2. Consultant Retainer Agreement between the Carson Successor Agency and Eco & Associates. (pgs. 14-23)
3. Consultant Retainer Agreement between the Carson Successor Agency and DHA Consulting, LLC. (pgs. 24-33)
4. Consultant Retainer Agreement between the Carson Successor Agency and Goeppner & Associates. (pgs. 34-44)
5. Consultant Retainer Agreement between the Carson Successor Agency and Eichel & Associates. (pgs. 45-54)
6. Consultant Retainer Agreement between the Carson Successor Agency and Keyser Marston & Associates. (pgs. 55-64)
7. Consultant Retainer Agreement between the Carson Successor Agency and National Development Council. (pgs. 65-75)

Document1

Prepared by: Jeff F. Westbrook

TO:Rev03-08-12

Reviewed by:

City Clerk	City Treasurer
Administrative Services	Development Services
Economic Development	Public Services

<b>Action taken by Successor Agency</b>	
Date _____	Action _____

## CONSULTANT RETAINER AGREEMENT

(Carson Successor Agency/  
C.M. de Crinis & Co., Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 1, 2012 (this "Agreement"), by and between the Carson Successor Agency, a public body corporate and politic ("Agency"), and C.M. de Crinis & Co., Inc., a California corporation ("Consultant").

### RECITALS

A. Agency has determined that it requires the certain professional services from a financial consultant to assist the Agency staff with certain financial projections and advice related to public financing.

B. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Consultant's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of two years unless earlier terminated pursuant to Section 14.

EXHIBIT NO. - 1



3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by Agency.

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Curt De Crinis, who is a principal of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as Economic Development General Manager of the City of Carson (the "City") or the Executive Director of the Agency, or in his or her absence, an individual designated in writing by the Economic Development General Manager or Executive Director. If no Contract Administrator is so designated, the Economic Development General Manager of the City shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

5. **Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.

7. **Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent



contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

**8. Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**9. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

**10. Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City or Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City or Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency or City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency or City official, officer, or employee, as a result



or consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials \_\_\_\_\_

## **11. Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the City of Carson ("City"), and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

## **12. Insurance.**

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:





- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.
- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.



- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. **Verification of Coverage.** Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

H. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Agency might require.

**14. Termination.**

A. Agency shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by Agency, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against Agency by reason of such termination, including any claim for compensation.

B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Suspension.** Agency may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**16. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's



regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

Carson Successor Agency  
701 East Carson Street  
Carson, CA 90745-2224  
Attention: Cliff Graves  
Economic Development General Manager  
Fax: (310) 233-4832

Consultant: C.M. de Crinis & Co., Inc.  
100 N. Brand Blvd., Ste. 605  
Glendale, CA 91203  
Attn: Curt de Crinis, Principal  
(818) 385-4900  
Fax: (818) 385-4904 7

**17. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**18. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**19. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**20. 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.

**21. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or



unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**22. Corporate Agency.** 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.

**23. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**24. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**25. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**26. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.



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

CARSON SUCCESSOR AGENCY to the "Consultant"  
dissolved Carson Redevelopment Agency, a  
public body

C.M. de Crinis & Co., Inc., a California  
Corporation

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Agency"

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Agency Counsel

## EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, Consultant shall review debt structure, financial resources and proposed revenue sources. Consultant shall assist in the preparation of short term and long-term financial projections, analyze all existing and potential sources of revenues generated by Agency. Consultant shall determine the capital requirements necessary to complete the proposed project and prepare debt financing plans recommending various alternatives. Consultant shall work with Agency's Counsel, governing board, staff and representatives. To the extent Consultant is compensated pursuant to this Agreement, Consultant shall not be compensated on a contingent basis or otherwise for equivalent work. Consultant shall provide written or oral reports to Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Curt M. de Crinis.

The Agency's Contract Administrator shall be Cliff Graves, the Economic Development General Manager of the City of Carson.

Compensation: The Agency shall compensate Consultant on a per hour basis in accordance with the following schedule:

Curt M. de Crinis: \$285

Senior Curt M. de Crinis Staff: \$185

Expenses shall be billed at 5% of fees with the exception of out of state travel which shall be approved in advance by Agency.

Agency shall compensate Consultant only following receipt of a proposal for Consulting Services signed by the Contract Administrator.

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. Agency shall compensate Consultant only upon presentation of such itemized invoice.

Maximum Amount: \$50,000, as approved by Board of Directors of Agency on June 19, 2012.

## CONSULTANT RETAINER AGREEMENT

(Carson Successor Agency /  
Eco & Associates, Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 1, 2012 (this "Agreement"), by and between the Carson Redevelopment Agency, a body corporate and politic ("Agency"), and Eco & Associates, Inc., a California Corporation ("Consultant").

### RECITALS

A. Agency has determined that it requires the certain professional services from an environmental consultant to assist the Agency staff with certain environmental peer review services, review and oversight.

B. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Consultant's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of two years unless earlier terminated pursuant to Section 14.

EXHIBIT NO. - 2



3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by Agency .

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Mohammad Estiri, Ph.D, who is a representative of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency .

B. **Contract Administrator.** The Contract Administrator and Agency 's representative shall be the person designated as Economic Development General Manager of the City of Carson (the "City") or the Executive Director of the Agency , or in his or her absence, an individual designated in writing by the Economic Development General Manager or Executive Director. If no Contract Administrator is so designated, the Economic Development General Manager of the City shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

5. **Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency . Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency .

7. **Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency , a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency . Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent



contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

**8. Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**9. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

**10. Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City or Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City or Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency or City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency or City official, officer, or employee, as a result



or consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials \_\_\_\_\_

## **11. Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the City of Carson ("City"), and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

## **12. Insurance.**

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency . At the option of Agency 's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency , its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Agency , its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency , its officers, officials, employees, agent or volunteers.
- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency , its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency , its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency , its officers, officials, employees, agents or volunteers.



- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency .

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency 's Risk Manager.

G. Verification of Coverage. Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency . All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

H. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Agency might require.

**14. Termination.**

A. Agency shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by Agency , Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against Agency by reason of such termination, including any claim for compensation.

B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency , and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Suspension.** Agency may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**16. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's



regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency :

Carson Successor Agency  
701 East Carson Street  
Carson, CA 90745-2224  
Attention: Cliff Graves  
Economic Development General Manager  
Fax: (310) 233-4832

Consultant: Eco & Associates, Inc.  
1855 W. Katella Ave., Ste.3402  
Orange, CA 92867  
Attn: Mohammad Estiri, Phd  
Phone: (714) 289-0995

**17. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**18. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**19. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**20. 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.

**21. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or

sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**22. Corporate Agency.** 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.

**23. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**24. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**25. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**26. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.



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

CARSON SUCCESSOR AGENCY to the "Consultant"  
dissolved Carson Redevelopment Agency, a  
public body

Eco & Associates, Inc., a California  
Corporation

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Agency"

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Agency Counsel



## EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, Consultant may prepare scope of work and bid documents to be used for soliciting bids from environmental consultants. Consultant shall review work product of environmental consultants for completeness and technical competence and make a determination as to acceptability of any recommendation. Consultant shall assist Agency staff in negotiations for property sales and other business decisions impacted by environmental issues, reviewing documentation and interfacing with oversight agencies with Agency or on Agency's behalf. The firm may also, from time to time, prepare environmental documents and perform or oversee the performance of environmental remediation. Consultant will also be involved with monitoring the developer's progress during remediation of the Carson Marketplace site.

Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Mohammad Estiri, Ph.D.

The Agency's Contract Administrator shall be Clifford Graves, the Economic Development General Manager of the City of Carson.

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project accepted to in writing by the Executive Director, Economic Development General Manager or other Authorized Officer (designated by the Executive Director or Economic Development General Manager) of the Agency .

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task. Agency shall compensate Consultant only upon presentation of such itemized invoice. Consultant shall be responsible for all expenses incurred by Consultant in connection with this Agreement unless otherwise agreed to in the proposal.

Maximum Amount: \$20,000 as approved by the Board of Directors of the Agency on June 19, 2012.



**CONSULTANT AGREEMENT**  
(Carson Successor Agency/DHA Consulting, LLC)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 1, 2012 (this "Agreement"), by and between the Carson Successor Agency, a body corporate and politic ("Agency"), and DHA Consulting, LLC, a California Limited Liability Corporation ("Consultant").

**RECITALS**

A. Agency has determined that it requires the certain professional services from a consultant to assist the Agency staff in real estate fiscal and financial analysis and Agency reporting relating to various matters and projects.

B. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

**1. Consultant's Services.**

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

**2. Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for two years unless earlier terminated pursuant to Section 14.

EXHIBIT NO. - 3

3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount specified on exhibit A hereto, unless specifically approved in advance, in writing, by Agency.

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is designated on Exhibit A hereto, and is authorized to act on Consultant's behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as Executive Director of the Agency or the Economic Development Manager of the City of Carson, or an individual designated in writing by the Executive Director of the Agency or the Economic Development Manager of the City of Carson. If no Contract Administrator is so designated, the Economic Development Manager shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

C. **Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

5. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.

6. **Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent



contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

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B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

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- (1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.
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- (3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, has been given to Agency.

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Agency:

Carson Successor Agency  
One Civic Plaza Drive, Suite 200  
Carson, CA 90749  
Attention: Cliff Graves, General Manager  
Economic Development  
Fax: (310) 233-4832

Consultant:  
DHA Consulting, LLC  
211 E. Ocean Blvd., Ste 216  
Long Beach, CA 90807

Attention: Diane Hadland  
Phone: 562.426.1150  
Fax: 562.426.3282

**16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**17. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**18. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**19. 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.

**20. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its



invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**21. 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.

**22. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**23. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**24. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**25. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**26. Prior Agreements.** Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.





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

CARSON SUCCESSOR AGENCY to the "Consultant"  
dissolved Carson Redevelopment Agency, a  
public body

DHA Consulting, LLC, a California Limited  
Liability Corporation

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Agency"

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Agency Counsel



## EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, or his designee, Consultant shall provide real estate fiscal and financial analysis as requested in connection with the Agency projects, including but not limited to: preparation of Agency reports such as the Annual Report, etc.; tax increment revenue analysis and projections. Consultant shall provide written and/or oral reports to the Contract Administrator on all assigned projects as requested per the Contract Administrator.

In connection with performance of this Agreement, the Consultant's Project Manager shall Diane Hadland.

The Agency's Contract Administrator shall be Cliff Graves, the Economic Development General Manager of the City of Carson.

Compensation: The Agency shall compensate Consultant on a per hour basis pursuant to the attached Proposal for Consulting Services.

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. Agency shall compensate Consultant only upon presentation of such itemized invoice.

Maximum Amount: \$60,000.00 as approved by the Board of Directors of the Agency on June 19, 2012.

## CONSULTANT RETAINER AGREEMENT

(Carson Successor Agency/  
Goeppner & Associates, Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 1, 2012 (this "Agreement"), by and between the Carson Successor Agency, a body corporate and politic ("Agency"), and Goeppner & Associates, Inc., an Illinois Corporation ("Consultant").

### RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to provide real estate appraisal services.

B. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Consultant's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for two years unless earlier terminated pursuant to Section 14.

EXHIBIT NO. - 4

Exhibit A



3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by Agency.

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Kurt Goeppner, who is a representative of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as the Economic Development General Manager of the City of Carson. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

5. **Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency provided that Consultant may retain a record copy for its file subject to Section 6 hereof.

7. **Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency.

Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by

this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

**8. Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**9. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

**10. Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result or consequence of obtaining or being

awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials \_\_\_\_\_

## **11. Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the City of Carson ("City"), and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

## **12. Insurance.**

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, scheduled, hired and, non-owned autos.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency, which approval shall not be unreasonably withheld. At the option of Agency's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.
- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.

- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. **Verification of Coverage.** Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

H. **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Agency might require.

**14. Termination.**

A. Agency shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by Agency, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against Agency by reason of such termination, including any claim for compensation.

B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Suspension.** Agency may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**16. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and





Consultant. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**17. Prior Agreements.** Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.

**18. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

Carson Successor Agency  
701 E. Carson Street  
Carson, CA 90749  
Attention: Cliff Graves, General Manager  
Economic Development  
Fax: (310) 233-4832

Consultant:

Goeppner & Associates, Inc.  
1096 Sea Bluff Drive  
Costa Mesa, California 92627  
Attention: Kurt Goeppner  
Fax: (949) 642-1886

**19. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**20. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**21. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**22. 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. (rule of construction?)

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

**24. 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.

**25. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**26. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**27. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**28. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

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

CARSON SUCCESSOR AGENCY to the dissolved Carson Redevelopment Agency, a public body

"Consultant"

Goeppner & Associates, Inc., an Illinois Corporation

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Agency"

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Agency Counsel

## EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, Consultant shall provide real estate appraisal services. Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Kurt Goeppner.

The Agency's Contract Administrator shall be Cliff Graves, the Economic Development Manager of the City of Carson.

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project agreed to in writing by the Executive Director, Economic Development Manager or the Contract Administrator (or his or her designee).

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. Agency shall compensate Consultant only upon presentation of such itemized invoice.

Maximum Amount: \$30,000 as approved by the Board of Directors of the Agency on June 19, 2011.



## CONSULTANT RETAINER AGREEMENT

(Carson Successor Agency/  
Eichel, Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 1, 2012 (this "Agreement"), by and between the Carson Successor Agency, a body corporate and politic ("Agency"), and Eichel, Inc., a California Corporation ("Consultant").

### RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to provide land appraisal services.

B. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Consultant's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for two years unless earlier terminated pursuant to Section 14.

3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs

payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by Agency.

**4. Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Norman Eichel, who is a representative of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as the Economic Development General Manager of the City of Carson. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

**5. Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

**6. Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency provided that Consultant may retain a record copy for its file subject to Section 6 hereof.

**7. Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency.

Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.



8. **Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

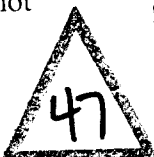
9. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

10. **Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any Agency official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials \_\_\_\_\_

11. **Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the City of Carson ("City"), and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not





limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

## 12. Insurance.

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, scheduled, hired and, non-owned autos.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency, which approval shall not be unreasonably withheld. At the option of Agency's Risk Manager, either the insurer shall reduce or eliminate such



deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.
- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.
- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. Verification of Coverage. Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

H. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.



**13. Cooperation.** In the event any claim or action is brought against Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Agency might require.

**14. Termination.**

A. Agency shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by Agency, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against Agency by reason of such termination, including any claim for compensation.

B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Suspension.** Agency may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**16. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**17. Prior Agreements.** Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.

**18. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

Carson Successor Agency  
One Civic Plaza Drive, Suite 500  
Carson, CA 90749  
Attention: Cliff Graves, General Manager  
Economic Development  
Fax: (310) 233-4832



Consultant:

Eichel, Inc.  
6900 Canby Street #110  
Reseda, California 91335  
Attention: Norm Eichel  
Fax: (818) 881-2743

**19. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**20. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**21. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**22. 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. (rule of construction?)

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

**24. 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.

**25. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant,



and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**26. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**27. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**28. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.



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

CARSON SUCCESSOR AGENCY to the "Consultant"  
dissolved Carson Redevelopment Agency, a  
public body

Eichel, Inc., a California Corporation

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Agency"

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Agency Counsel



## EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, Consultant shall provide real property appraisals, data research analysis, valuation and expert testimony on an as needed basis. Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Norman Eichel, MAI.

The Agency's Contract Administrator shall be Clifford Graves, the Economic Development Manager of the City of Carson.

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project agreed to in writing by the Executive Director, Economic Development Manager or the Contract Administrator (or his or her designee).

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. Agency shall compensate Consultant only upon presentation of such itemized invoice.

Maximum Amount: \$25,000 as approved by the Board of Directors of the Agency on June 19, 2011.



## CONSULTANT AGREEMENT

(Carson Successor Agency/  
Keyser Marston Associates, Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 1, 2012 (this "Agreement"), by and between the Carson Successor Agency, a body corporate and politic ("Agency"), and KEYSER MARSTON ASSOCIATES, INC. a California corporation ("Consultant").

### RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to assist the Agency staff in real estate fiscal analysis relating to various matters and projects.

B. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Consultant's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. Compliance with Law. All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of two years unless earlier terminated pursuant to Section 13.

EXHIBIT NO. - 6





3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount specified on exhibit A hereto, unless specifically approved in advance, in writing, by Agency.

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is designated on Exhibit A hereto, and is authorized to act on Consultant's behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as Executive Director of the Agency or the Economic Development Manager of the City of Carson, or an individual designated in writing by the Executive Director of the Agency or the Economic Development Manager of the City of Carson. If no Contract Administrator is so designated, the Economic Development Manager shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

C. **Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

5. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.

6. **Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent



contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

7. **Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

8. **Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

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awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials \_\_\_\_\_

#### **10. Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the City of Carson ("City"), and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

#### **11. Insurance.**

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
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- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:



- (1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
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- (3) If applicable, Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
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D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.



- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. **Verification of Coverage.** Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

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regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

Carson Successor Agency  
One Civic Plaza Drive, Suite 200  
Carson, CA 90749  
Attention: Cliff Graves, General Manager  
Economic Development  
Fax: (310) 233-4832

Consultant:  
Keyser Marston Associates, Inc.  
500 So. Grand Avenue, Suite 1480  
Los Angeles, CA 90071  
Attention: Jim Rabe  
Phone: 213.622.8095  
Fax: 213.622.5204

**16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**17. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**18. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**19. 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.

**20. Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or



unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

**21. Corporate Agency.** 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.

**22. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**23. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**24. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**25. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

**26. Prior Agreements.** Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.



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

CARSON SUCCESSOR AGENCY to the dissolved Carson Redevelopment Agency, a public body

"Consultant"

Keyser Marston Associates, Inc., a California Corporation

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Agency"

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Agency Counsel





## EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, or his designee, Consultant shall provide real estate fiscal and financial analysis as requested in connection with the Agency projects, including but not limited to: commercial, retail, mixed-use and housing projects where applicable, etc. Consultant shall provide written and/or oral reports to the Contract Administrator on all assigned projects as requested per the Contract Administrator.

In connection with performance of this Agreement, the Consultant's Project Manager shall Jim Rabe.

The Agency's Contract Administrator shall be Clifford Graves, the Economic Development General Manager of the City of Carson.

Compensation: The Agency shall compensate Consultant on a per hour basis pursuant to the attached Proposal for Consulting Services.

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. Agency shall compensate Consultant only upon presentation of such itemized invoice.

Maximum Amount: \$20,000.00 as approved by the Board of Directors of the Agency on June 19, 2012.

## CONSULTANT RETAINER AGREEMENT

(Carson Successor Agency/  
National Development Council)

THIS CONSULTANT RETAINER AGREEMENT is made as of July 1, 2012 (this "Agreement"), by and between the Carson Successor Agency, a body corporate and politic ("Agency"), and NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, a New York not-for-profit corporation, dba THE NATIONAL DEVELOPMENT COUNCIL ("Consultant").

### RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to assist the Agency staff in real estate fiscal and financial analysis and Agency reporting relating to various projects.

B. Agency requires professional consulting services to assist it in underwriting and real estate negotiation services for various residential Agency projects; and to provide assistance in securing state and federal funding of various types to assist in the affordable housing development process.

C. Agency has determined that it requires the certain professional services from a consultant to assist the Agency staff in such services.

D. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

E. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Consultant's Services.

A. Scope and Level of Services. The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. Time of Performance. The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. Standard of Care. As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

EXHIBIT NO. -7



D. **Compliance with Law.** All services rendered hereunder by Consultant shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental Agency having jurisdiction in effect at the time service is rendered.

2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for two years unless earlier terminated pursuant to Section 14.

3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by Agency.

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Scott Rodde, who is a representative of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as Executive Director of the Agency or the Economic Development Manager of the City of Carson, or in his or her absence, an individual designated in writing by the Executive Director of the Agency or the Economic Development Manager of the City of Carson. If no Contract Administrator is so designated, the Economic Development Manager shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

C. **Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

5. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency.



**6. Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

**7. Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

**8. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

**9. Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City of Carson (the "City") or Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City or Agency participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or



municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City or Agency official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City or Agency official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant: Initials \_\_\_\_\_

#### **10. Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the City, and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

#### **11. Insurance.**

A. Liability Insurance. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).



(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Professional Liability Insurance.

C. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

(1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) If applicable, Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(4) Professional Liability Insurance: \$1,000,000 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.

(2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.



- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.
- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency.

F. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. Verification of Coverage. Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

H. Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**12. Cooperation.** In the event any claim or action is brought against Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Agency might require.

**13. Termination.**

A. Agency shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by Agency, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against Agency by reason of such termination, including any claim for compensation.

B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.



**14. Suspension.** Agency may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**15. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

Carson Successor Agency  
One Civic Plaza Drive, Suite 500  
Carson, CA 90749  
Attention: Cliff Graves, General Manager  
Economic Development  
Fax: (310) 233-4832

Consultant:

The National Development Council.  
1500 Third Street, Suite C  
Napa, California 94559  
Attention: Mr. Scott Rodde  
Fax: (707) 257-1500

**16. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**17. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**18. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.





**19. 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.

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

**21. Corporate Agency.** 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.

**22. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**23. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**24. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**25. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.



**26. Prior Agreements.** Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.



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

CARSON SUCCESSOR AGENCY to the "Consultant"  
dissolved Carson Redevelopment Agency, a  
public body

National Council for Community  
Development, a New York not-for-profit  
corporation, dba as The National Development  
Council

By: \_\_\_\_\_  
Chairman Jim Dear

By: \_\_\_\_\_  
Its \_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_

"Agency"

ATTEST:

By: \_\_\_\_\_  
Secretary Donesia L. Gause

Approved as to form:

ALESHIRE & WYNDER, LLP

By: \_\_\_\_\_  
Agency Counsel



## EXHIBIT A

Scope and Level of Service At the direction of the Contract Administrator, Consultant shall provide certain services. Such services may include, from time to time, any of the following:

Consultant will review and evaluate projects being considered by the Successor Agency for community and economic development assistance. This may include, as directed:

- < evaluating sponsor/developer experience and capacity
  - < financial review and structuring
  - < review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
  - < advising on program regulation issues
2. Consultant will provide technical support and/or financial analysis of economic proposals as periodically referred by staff.
3. Consultant will review, as directed, the Successor Agency programs, including:
- < program goals
  - < eligibility criteria
  - < program documents
  - < internal administration of application and approval process

The nature, scope and level of specific services to be provided shall be set forth in an Agency notice to proceed which has been accepted in writing by Consultant.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Scott Rodde.

The Agency's Contract Administrator shall be Cliff Graves, the Economic Development Manager of the City of Carson.

Compensation/Maximum Amount: \$30,000 as approved by the Board of Directors of the Agency on June 19, 2012.

