



AGENDA

REGULAR MEETING OF THE CARSON RECLAMATION AUTHORITY

“In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk’s office at 310-952-1720 at least 48 hours prior to the meeting.” (Government Code Section 54954.2)

CALL TO ORDER: CARSON RECLAMATION AUTHORITY

ROLL CALL:

CLOSED SESSION (None)

ORAL COMMUNICATIONS – CLOSED SESSION ITEMS ONLY

ANNOUNCEMENT OF CLOSED SESSION ITEMS

RECESS INTO CLOSED SESSION

RECONVENE: OPEN SESSION

REPORT ON CLOSED SESSION

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

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

APPROVAL OF MINUTES: None

CONSENT (Items 1 - 5)

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

Item No. 1. 2016-392

CONSIDER RESOLUTION NO. 16-05-CRJPA APPROVING CLAIMS AND DEMANDS IN THE AMOUNT OF \$419,039.40

Recommendation:

TAKE the following actions:

1. APPROVE Resolution No. 16-05-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, APPROVING CLAIMS AND DEMANDS IN THE AMOUNT OF \$419,039.40."
2. AUTHORIZE the Chairman to execute the Resolution following approval as to form by the Authority Attorney.

Item No. 2. 2016-385

CONSIDER RESOLUTION NO. 16-06-CRJPA AUTHORIZING THE INVESTMENT OF CARSON RECLAMATION AUTHORITY FUNDS IN THE LOCAL AGENCY INVESTMENT FUND ESTABLISHED BY THE CALIFORNIA STATE TREASURY

Recommendation:

TAKE the following action:

WAIVE further reading and ADOPT Resolution No. 16-06-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING A LOCAL AGENCY INVESTMENT ACCOUNT FOR THE CARSON RECLAMATION AUTHORITY."

Item No. 3. 2016-404

CONSIDER APPROVAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CARSON RECLAMATION AUTHORITY AND MICHAEL BAKER INTERNATIONAL FOR CIVIL ENGINEERING SERVICES AND ADOPT BUDGET RESOLUTION NO. 16-04-CRJPA IN CONNECTION THEREWITH

Recommendation:

TAKE the following actions:

1. APPROVE the agreement for professional services with Michael Baker International for engineering services in a not-to-exceed amount of \$160,000.
2. WAIVE further reading and ADOPT Resolution No. 16-04-

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

3. AUTHORIZE the Chairman to execute the agreement for professional services.

Item No. 4 2016-412

AUTHORIZATION TO DISBURSE FUNDS TO THE CITY OF CARSON FOR PROJECT MANAGEMENT SERVICES PROVIDED BY THE CITY MANAGER

Recommendation:

TAKE the following actions:

1. AUTHORIZE an annual payment of \$45,000 to the City of Carson for project management services provided by the City Manager.
2. APPROVE an additional appropriation of \$22,500 for Fiscal Year 2015/16 in account number 78-70-781-965 6004 to cover the cost of the project management services for half of the fiscal year.

Item No. 5. 2016-415

APPROVAL OF WORK ORDER REQUESTS FROM TETRA TECH BY THE CARSON RECLAMATION AUTHORITY, REPLACING PREVIOUSLY APPROVED CHANGE ORDERS AND AUTHORIZING ADDITIONAL TASKS, AND APPROVING RESOLUTION NO. 16-07-CRJPA AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE AMOUNT OF \$358,069

Recommendation:

TAKE the following actions:

1. APPROVE Work Order Request to approve Work Order 27 and Work Order 28, listed and described below, which have been reviewed and approved by the CRA's project manager and the environmental consultant.
2. WAIVE further reading and ADOPT Resolution No. 16-07-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE AMOUNT OF \$358,069."

SPECIAL ORDERS OF THE DAY (None)

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless extended by order of the Chair with the approval of the Authority.

DISCUSSION (None)

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

The public may at this time address the members of the Carson Reclamation Authority on any matters within the jurisdiction of the Carson Reclamation Authority. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

ORAL COMMUNICATIONS (AUTHORITY MEMBERS)

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

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

ADJOURNMENT



File #: 2016-392, Version: 1

Report to Carson Reclamation Authority

Tuesday, April 05, 2016

Consent

SUBJECT:

CONSIDER RESOLUTION NO. 16-05-CRJPA APPROVING CLAIMS AND DEMANDS IN THE AMOUNT OF \$419,039.40

I. SUMMARY

This action approves invoices in the amount of \$419,039.40 submitted for work pursuant to contracts and agreements previously approved by the Carson Reclamation Authority (CRA) Board.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Resolution No. 16-05-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, APPROVING CLAIMS AND DEMANDS IN THE AMOUNT OF \$419,039.40."
2. AUTHORIZE the Chairman to execute the Resolution following approval as to form by the Authority Attorney.

III. ALTERNATIVES

1. TAKE another action the Authority deems appropriate.

1.

IV. BACKGROUND

Since May, 2015 the CRA Board has taken a number of actions to move the

remediation of the former Cal-Compact Landfill project forward and to create systems that allow the review and approval of the work undertaken by the remediation contractor, Tetra Tech, and other contractors and consultants in a fair but transparent manner.

This action includes the approval of a Claims and Demands Resolution approving several Tetra Tech invoices (payment request nos. 121-134), which have been reviewed and approved by the CRA's Project Manager (SEG Advisors) and Environmental Services Advisor (SCS Engineers), prior to staff approval. It also approves a monthly payment to SCS as well.

V. FISCAL IMPACT

The total expenditure in this period is \$419,039.40.

VI. EXHIBITS

1. Resolution No. 16-05-CRJPA. (pgs. 3-4)

Prepared by: John Raymond, Community Development Director

RESOLUTION NO. 16-05-CRJPA

RESOLUTION NO. 16-05-CRJPA, A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF \$419,039.40

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

Section 1: The following claims and demands have been audited as required by law and are hereby ratified in the amount hereinafter set forth:

Payee Name	Payment Number	Purpose	Invoice Number	Payment Amount
Tetra Tech, Inc.	121	(206) Quarterly Soil Gas Monitoring	51025909	\$1,937.71
Tetra Tech, Inc.	122	(211) Alternative Compliance Plan	51025912	\$531.34
Tetra Tech, Inc.	123	(213) Reclaimed Water for Dust Control	51025914	\$1,702.67
Tetra Tech, Inc.	124	(WO18) Evaluate New Conceptual Mall Plan	51025921	\$14,324.40
Tetra Tech, Inc.	125	(209) SWPPP	51026156	\$98,463.29
Tetra Tech, Inc.	126	(WO21) Site Security and Maintenance	51026166	\$55,745.40
Tetra Tech, Inc.	127	(WO22) Watering the Prescriptive Clay Cover	51026171	\$8,889.04
Tetra Tech, Inc.	128	(WO24) LFGETS OM&M	51026175	\$60,426.21
Tetra Tech, Inc.	129	(WO16) Import of Fill & Stockpiling	51026178	\$22,160.74
Tetra Tech, Inc.	130	(WO17) Interim Air Intrusion Controls	51026576	\$6,510.48
Tetra Tech, Inc.	131	(WO23) Maintain Storage Yard	51026579	\$15,693.77
Tetra Tech, Inc.	132	(WO25) Project Management	51026571	\$81,299.61
Tetra Tech, Inc.	133	(WO19) Perimeter Air Monitoring	51026792	\$34,175.39
Tetra Tech, Inc.	134	(WO20) Vector Control	51026794	\$3,849.35
Total Tetra Tech				\$405,709.40
Other Invoices Submitted for Payment				
SCS ENGINEERS	Consulting Services - February		0274495	\$13,330.00
TOTAL ALL INVOICES				\$419,039.40

On April 5, 2016, the Carson Reclamation Authority ratified the above Demands and the City Treasurer is hereby directed by pay, out of the funds named hereon, to each of the Claimants

listed above, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of \$419,039.40.

PASSED, APPROVED and ADOPTED this 5th day of April, 2016.

CARSON RECLAMATION AUTHORITY, a
public body

By: _____
Executive Director John S. Raymond

ATTEST:

Deputy Secretary Joy Simarago

CERTIFICATION

In accordance with Section 37.202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE _____ DAY OF
_____ AT CARSON, CALIFORNIA

EXECUTIVE DIRECTOR
JOHN S. RAYMOND



File #: 2016-385, Version: 1

Report to Carson Reclamation Authority

Tuesday, April 05, 2016

Consent

SUBJECT:

CONSIDER RESOLUTION NO. 16-06-CRJPA AUTHORIZING THE INVESTMENT OF CARSON RECLAMATION AUTHORITY FUNDS IN THE LOCAL AGENCY INVESTMENT FUND ESTABLISHED BY THE CALIFORNIA STATE TREASURY

I. SUMMARY

The responsibility of investing idle funds is that of the Reclamation Authority Treasurer. According to the Successor Agency's Bond Indenture, the source of the Reclamation Authority's funding, idle funds can only be invested in specific securities as outlined in the Indenture. The Local Agency Investment Fund (LAIF) is listed as an approved investment vehicle. The Bond funds are projected to be fully exhausted within the next 2.5 years since they are intended to complete the landfill remediation; given this short time horizon for investment purposes, it was determined that idle funds of the Reclamation Authority would be best served if invested in a LAIF account which provides safety, liquidity and yield and an ability to withdraw funds at any time without penalty. As a requirement for investing in LAIF, approval by the legislative body must be obtained before an account can be established. Since the Authority is a separate entity, Exhibit No. 1 is Resolution No. 16-06-CRAJPA for consideration by the Authority Board. A companion resolution will be adopted by the City Council as the legislative body.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 16-06-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING A LOCAL AGENCY INVESTMENT ACCOUNT FOR THE CARSON RECLAMATION AUTHORITY."

III. ALTERNATIVES

TAKE another action the Authority Board deems appropriate.

IV. BACKGROUND

The Local Agency Investment Fund (LAIF) is a voluntary program created by statute; began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer John Chiang's administration.

This program offers local agencies the opportunity to participate in a major portfolio, which invests billions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer.

The maximum amount of funds that can be invested in LAIF is sixty five million dollars (\$65,000,000). These funds are backed by the State of California. The right of the Reclamation Authority to withdraw its deposited funds from LAIF may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year. Reclamation Authority funds can be withdrawn at any time without penalty.

V. FISCAL IMPACT

Additional income.

VI. EXHIBITS

Resolution No. 16-06-CRJPA. (pgs. 3-4)

Prepared by: Monica Cooper, Carson City Treasurer

RESOLUTION NO. 16-06-CRJPA

A RESOLUTION OF CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING A LOCAL AGENCY INVESTMENT ACCOUNT FOR THE CARSON RECLAMATION AUTHORITY

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 *et. seq.* for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City of Carson determined to establish a joint powers authority under the provisions of the California Joint Powers Act (Govt. Code Sections 6500 *et. seq.*, as it shall be amended), and on January 20, 2015, the governing boards of the Carson Housing Authority and the Community Facilities Districts each approved an agreement for the formation of the Carson Reclamation Authority (“Authority”) for the purpose of overseeing and facilitating the remediation of contaminated properties in the City, and for the maintenance and potential development of same, and said Authority was formed on February 17, 2015, which agreement was amended on or about March 17, 2015, and officers were elected on April 20, 2015; and

WHEREAS, the Authority Board of Directors hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 *et. seq.* for the purpose of investment as provided therein is in the best interests of the Reclamation Authority.

NOW THEREFORE, BE IT RESOLVED, that the Authority Board of Directors hereby authorizes the deposit and withdrawal of Carson Reclamation Authority monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 *et. seq.* for the purpose of investment as provided therein.

BE IT FURTHER RESOLVED, as follows:

Section 1. The following Authority officers holding the title(s) specified herein below or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby:

CARSON RECLAMATION AUTHORITY TREASURER
CARSON RECLAMATION AUTHORITY DEPUTY TREASURER

This resolution shall remain in full force and effect until rescinded by the Authority Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer’s Office.

PASSED, APPROVED and ADOPTED by the Carson Reclamation Authority, City of Carson, County of Los Angeles in the State of California on this 5th day of April, 2016.

Chairman Albert Robles

ATTEST:

Authority Clerk Donesia L. Gause, CMC

APPROVED AS TO FORM:

Authority Counsel



File #: 2016-404, Version: 1

Report to Carson Reclamation Authority

Tuesday, April 05, 2016

Consent

SUBJECT:

CONSIDER APPROVAL OF AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CARSON RECLAMATION AUTHORITY AND MICHAEL BAKER INTERNATIONAL FOR CIVIL ENGINEERING SERVICES AND ADOPT BUDGET RESOLUTION NO. 16-04-CRJPA IN CONNECTION THEREWITH

I. SUMMARY

This action is to approve an agreement for professional services with Michael Baker International (Consultant) to provide professional civil engineering services for the Authority's 157-acre project at the former Cal Compact Landfill site (Property). The agreement will be for a not-to-exceed amount of \$160,000. The contract term will be for 12 months from the effective date. The firm has been the civil engineering contractor on the site since prior to the Authority owning the property.

Approval of the agreement would also require a budget resolution increasing the Authority's budget expenditures in its Fiscal Year (FY) 2015-16 budget. Adoption of Resolution Number 16-04-CRJPA would authorize the increase.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the agreement for professional services with Michael Baker International for engineering services in a not-to-exceed amount of \$160,000.
2. WAIVE further reading and ADOPT Resolution No. 16-04-CRJPA, "A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE CARSON RECLAMATION AUTHORITY FUND."
3. AUTHORIZE the Chairman to execute the agreement for professional services.

III. ALTERNATIVES

TAKE any other action the Authority Board deems appropriate.

IV. BACKGROUND

Since taking title to the Property in May, 2015, the Authority Board has taken a number of actions to move the redevelopment project forward and to create systems that allow the review and approval of the work undertaken by the remediation contractor, Tetra Tech. City and Authority staff continues to work with Tetra Tech on a number of on-site issues related to the ultimate development of the site. Authority staff is currently working on revising the previously designed Lenardo Drive fronting the new proposed outlet mall. Due to the complexity of the project, redesigning Lenardo Drive requires the use of a qualified civil engineer. The Consultant has been working on the site since the previous owner of the Property, Starwood Capital, had site control, and recently worked with Authority staff to develop a Storm Water Pollution Prevention Plan for the Property (SWPPP) and complete an order of magnitude study of the cost to backfill Lenardo Drive.

In the prior site development plan, Lenardo Drive was shown as “depressed” (below surrounding grade) with a pedestrian bridge linking development features in different parts of the Property. For convenience, that area was referred to as the “Lenardo Depression.” In order to maintain the original development schedule at the time, that overall excavation was completed and the storm drain, sanitary sewer, and landfill gas header lines were constructed in the area. The existing storm drain and sanitary sewer lines were designed by the Consultant. Those utility and landfill gas lines were designed to accommodate the grades of the Lenardo Depression, sized to accommodate the then-planned development, and with laterals located in accordance with the planned development. Since that construction was completed, the prior site development process was terminated and it has become clear that any new future site development would not incorporate the Lenardo Depression. Therefore, it is necessary to backfill the Lenardo Depression near original grade for future site development. Modifications to the storm drain, sanitary sewer, and landfill gas header lines in the area will also be necessary to deal with the deeper soil cover. In addition, a new SWPPP will need to be completed.

Given the Consultant’s experience with the Property, Authority staff solicited a proposal from the Consultant to perform the additional civil engineering services required to redesign Lenardo Drive. Furthermore, due to the unique geotechnical conditions of the site, which include cells with synthetic liners and clay caps, it is important to continue to use the same Consultant for civil engineering services on the Property. The Consultant’s scope of services will include; preparation of preliminary grading plan, preparation of preliminary utility plan, preparation of rough grading plan, SWPPP updates, review of county sewer plans, revision of street improvements, meetings and construction support. A full description of the

Consultant's scope of services and tasks is included in the agreement for professional services (Exhibit No. 1).

Approval of the agreement for professional services will also require adoption of Resolution No. 16-04-CRJPA (Exhibit No. 2) authorizing an increase in the Authority's expenditures for the FY 2015-16 budget. The term of the agreement would be for 12 months from the effective date and the work shall be completed for a not-to-exceed amount of \$160,000.

V. FISCAL IMPACT

Approval of the agreement for professional services and adoption of Resolution No. 16-04-CRJPA will increase the Authority's expenditures for FY 2015-16 by \$160,000 in account number 78-70-781-965-6004; and the estimated remaining fund balance at June 30, 2016 will be \$41,781,920. Any unused funds in the Consultant agreement, at the end FY 2015-16, will be carried over and included in the Authority's FY 2016-17 budget.

VI. EXHIBITS

1. Agreement for Professional Services. (pgs. 4-29)
2. Resolution No. 16-04-CRJPA. (pgs. 30-32)

Prepared by: Amelia Soto, A/Project Manager

PROFESSIONAL SERVICES AGREEMENT

By and Between

CARSON RECLAMATION AUTHORITY

and

Michael Baker International, Inc. ("MBI")

EXHIBIT NO. 01

4

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CARSON RECLAMATION AUTHORITY AND
MICHAEL BAKER INTERNATIONAL**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 5th day of April, 2016 (“Effective Date”) by and between the Carson Reclamation Authority (“CRA”) and Michael Baker International, Inc. (“Consultant”). CRA and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”).

RECITALS

A. CRA has sought, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following vetting of other civil engineering consulting firms and Consultant’s submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the CRA to perform those services.

C. CRA has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services may be referred to herein as the “services” or “work” hereunder. As a material inducement to the CRA entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the standard of care of similar professionals providing similar services in the area under similar conditions in performing the work and services required hereunder.

1.2 Consultant’s Proposal.

5

The Scope of Service shall include the Consultant's scope of work in Consultant's proposal and shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City of Carson and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless CRA, its officers, employees or agents of CRA, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against CRA hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall promptly inform the CRA of such fact and shall not proceed except at CRA's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by CRA, except such losses or damages as may be caused by CRA's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry

6

out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

CRA shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the CRA Board. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. CRA may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, CRA agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Sixty Thousand Dollars (\$160,000) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and reasonable expenditures for reproduction costs, telephone expenses, and travel expenses approved in writing by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the CRA. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to CRA an original invoice for all work performed and expenses incurred during the preceding month in a form approved by CRA's Executive Director. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice CRA for any duplicate services performed by more than one person.

CRA shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by CRA, or as provided in Section 7.3. CRA will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to CRA warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by CRA, the original invoice shall be returned by CRA to Consultant for correction and resubmission. Review and payment by the CRA of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this

8

reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the reasonable judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the CRA for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding twelve (12) months from the Effective Date, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Craig Johnson, P.E.</u> (Name)	<u>Vice President</u> (Title)
_____ (Name)	_____ (Title)
_____ (Name)	_____ (Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for CRA to enter into this Agreement. Therefore, the Principals 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. All personnel of Consultant, and any authorized agents, shall at all times be under the

9

exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of CRA, unless such Principal becomes unavailable to perform his or her duties because of death, disability, or termination of employment. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify CRA of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind CRA in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by CRA. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of CRA. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CRA's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be such person as may be designated by the Executive Director. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by CRA to the Contract Officer. Unless otherwise specified herein, any approval of CRA required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Executive Director, to sign all documents on behalf of the CRA required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the CRA nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. CRA shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of CRA and shall remain at all times as to CRA a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of CRA. CRA shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venture or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the CRA to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the CRA, which approval shall not be unreasonably withheld, conditioned or delayed. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of CRA, which approval shall not be unreasonably withheld, conditioned or delayed. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than fifty percent (50%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of CRA.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to CRA, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of CRA:

(a) Commercial General Liability Insurance (ISO Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, or related to negligent

services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the CRA submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements.

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

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and the CGL and Automobile policies shall name the CRA, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by CRA or its officers, employees or agents shall apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the CRA, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the CRA. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the CRA with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the CRA. CRA reserves the right to inspect complete, certified copies of all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to CRA.

All certificates shall name the CRA as additional insured (providing the appropriate endorsement) and shall substantially conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Agent's Initials

With regard to the CGL and Automobile policies, CRA, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant negligently performs; 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 CRA, and their respective elected and appointed officers, officials, employees or volunteers. 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.

Any deductibles or self-insured retentions must be declared to and approved by CRA. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to CRA.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the CRA, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnors"), or arising from Consultant's reckless or willful misconduct, or arising from Consultant's or indemnors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the CRA, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the CRA, its officers, agents, and employees harmless therefrom;

(c) In the event the CRA, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims

arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the CRA, its officers, agents or employees, any and all costs and expenses incurred by the CRA, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar, indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of CRA to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of CRA's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from CRA's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Executive Director due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Executive Director determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Executive Director.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and reasonable access to such books and records during normal business hours of Consultant, including the right to inspect, copy, audit and make records and transcripts from such records, provided that CRA will bear the cost of such reproductions. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the CRA shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books

and records may be given to CRA, and access shall be provided by Consultant's successor in interest.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of CRA and shall be delivered to CRA upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by CRA of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the CRA's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to CRA of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify CRA for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is (i) in the public domain; (ii) already known to Consultant, (iii) independently developed by Consultant without use of any information or work product produced in performance of this Agreement; or (iv) required to be disclosed by law. Consultant shall not release or disclose any such information or work product to persons or entities other than CRA without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the CRA Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CRA notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then CRA shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including reasonable attorneys' fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify CRA should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. CRA retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with CRA and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by CRA to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

In the event that Consultant is in material default under the terms of this Agreement, the CRA shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the CRA may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the CRA shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the CRA may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the CRA may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the CRA to give notice of the Consultant's default shall not be deemed to result in a waiver of the CRA's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes CRA to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate CRA for any losses, costs, liabilities, or damages suffered by CRA, and (ii) all amounts for which CRA may be liable to third parties, by

reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, CRA may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of CRA to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect CRA as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CRA of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The CRA reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to CRA, except that where termination is due to the fault of the CRA, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall promptly cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated

termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, CRA may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the CRA shall use reasonable efforts to mitigate such damages), and CRA may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the CRA as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CRA OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of CRA Officers and Employees.

No officer or employee of the CRA shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the CRA or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CRA or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CRA in the performance of this Agreement.

No officer or employee of the CRA shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

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

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against CRA for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse CRA for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by CRA.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the CRA, to the Executive Director and to the attention of the Contract Officer, Carson Reclamation Authority c/o City of Carson 701 E Carson Street, Carson, California 90745 and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 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.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 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.

9.6 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CRA:
CARSON RECLAMATION AUTHORITY

Albert Robles, Chairman

ATTEST:

Joy Simarago, Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Authority Counsel

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two signatures are required if a corporation.

NOTE: CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 201_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED		_____
<input type="checkbox"/> <input type="checkbox"/> GENERAL		NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 201_ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		
<input type="checkbox"/> GUARDIAN/CONSERVATOR		_____
<input type="checkbox"/> OTHER _____		DATE OF DOCUMENT
SIGNER IS REPRESENTING:		
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Project Description

The Carson Redevelopment Agency (CRA) wishes to proceed with the proposed filling of the Lenardo Drive underpass. The previous design for the street envisioned a lowered Lenardo Drive to allow for a bridge crossing the street. The new Outlets Mall development eliminates the proposed bridge. This proposal is to provide consulting services for the redesign of Lenardo Drive in the area fronting the proposed Outlets Mall site. For further detail on the proposed project see Technical Memorandums dated October 14, 2015 and December 11, 2015 included as an Appendix to this proposal.

Consultant (Michael Baker International) agrees to perform the following services:

PHASE ONE - Preliminary Design & Coordination

Task1 - Preliminary Grading Plan

Consultant shall prepare a Preliminary Grading Plan for the Lenardo Drive Underpass area fronting the Outlets Mall site based on coordination with Client, Tetra Tech, and the Outlets Developer. The final elevations of the project will be based on a determination of the optimum final elevations to balance site considerations, cost for moving trash, and importing material. This preliminary plan will identify the approximate height and length of retaining walls, if needed for the development.

Task2 - Preliminary Utility Plan

Consultant shall prepare a Preliminary Utility Plan for the existing and proposed utilities within Lenardo Drive based on coordination with Client, Tetra Tech, and the Outlets Developer. The purpose of this plan is to identify the optimal solution for increasing the volume of fill over the existing sewer and storm drain pipes and to determine the need to adjust or add laterals to accommodate the new development. This plan will also include domestic water, reclaimed water, and dry utilities (supplied by the dry utility consultant) and will be used for coordination with Tetra Tech and their design of landfill utilities.

Task3 - Preliminary Utility Capacity Studies

Consultant shall review the proposed development of the Outlets Mall Site relative to the capacity of the existing installed sewer and storm drain systems in Lenardo Drive. Sewage generation rates and discharge points shall be provided by the Outlets Mall MEP Consultant for use in this study. A preliminary hydrology analysis for the proposed development will be done by Michael Baker International and is included under this task.

Task4 - Meetings / Coordination

Consultant shall participate in meetings to review progress and coordinate with other members of the design team. Informal working sessions and meetings between Consultant and other project consultants shall be at Client's discretion. A maximum of 20 hours has been budgeted for this task.

PHASE TWO - Construction Documents

Task5 - Rough Grading Plan

Consultant shall prepare one Rough Grading Plan based upon the Preliminary Grading Plan prepared under Task 1 and the Geotechnical Report provided by Client. This plan will be limited to the area required to fill the Lenardo Drive Underpass. Plan shall be prepared to City of Carson and County of Los Angeles standards. Design of retaining walls, if needed, is excluded from this task.

Task6 - Updates to Storm Water Pollution Prevention Plan (SWPPP)

Consultant shall update the existing Storm Water Pollution Prevention Plan (SWPPP) prepared under earlier agreement for changes in site conditions as proposed with the new grading plan. Updating of the SWPPP is required for coverage under the State General Permit. Additional updates, if needed, will be prepared under a separate authorization from Client for an additional fee.

Task7 - LA County Storm Drain Plan Revision

Consultant shall revise the approved LA County Storm Drain Plans to account for changes to the depth of cover over the installed pipe. Design will include a pipe protection system and incorporation of deepened manholes as needed. Please note, changes to the existing storm drain to accommodate site plan changes are not known at this time and are not included in this task. A list of Optional Services with a budgetary fee is included at the end of this scope of services.

Task8 - LA County Sanitary Sewer Plans

Consultant shall revise the approved LA County Sewer Improvement Plans to account for changes to the depth of cover over the installed pipe. Design will include a pipe protection system and incorporation of deepened manholes as needed. Please note, changes to the existing storm drain to accommodate site plan changes are not known at this time and are not included in this task. A list of Optional Services with a budgetary fee is included at the end of this scope of services.

Task9 - Revision to Street Improvement Plans

Consultant shall revise the existing Street Improvement Plans for Lenardo Drive to show the proposed removal of the Lenardo Drive Underpass. This plan will need to be submitted to the City and County for review to allow for approval of the grading plan and the sewer and storm drain revisions.

Task10 - Improvement Plan Quantity & Earthwork Estimates

Consultant shall prepare one Preliminary Estimate of quantities and earthwork calculations based upon the Improvement Plans prepared by Consultant for first check submittal. Consultant shall also prepare one Final Estimate of quantities and earthwork calculation based upon the approved Improvement Plans prepared by Consultant.

Task11 - Meetings / Processing

Consultant shall participate in meetings to review progress and coordinate with other members of the design team. Consultant will also make presentations and submittals to Agencies for the advancement of this project toward issuance of permits. Informal working sessions and meetings between Consultant and other project consultants shall be at Client's discretion. A maximum of 80 hours has been budgeted for this task.

PHASE THREE - Construction Support Services

Task 12- Construction Support

Consultant shall provide construction phase support services for the improvements designed under this Scope of Work. The duties and responsibilities at the Project site shall be in an indirect support role in dealings with the contractor but shall be a direct support role for the interpretation of the construction documents and the processes that allow the work to proceed through the construction phase to completion. The construction phase services shall be performed at the request of Client on a time-and-materials basis. It is anticipated the construction phase of the project will take 3 months; therefore a maximum of 60 hours (5 hours/week) has been budgeted for this task. Any additional work will be performed, if required, on an hourly basis for an additional fee.

OPTIONAL SERVICES

It is anticipated the development of the Outlets Mall will benefit from the flexibility to relocate existing sewer and/or storm drain laterals. These changes, if desired, should be done prior to backfilling the Lenardo Drive Underpass. If the Outlets Mall development proceeds concurrently it is expected the changes needed will be identified under Phase One - Preliminary Design. The following tasks would likely be needed to incorporate changes to the sewer and storm drain related to the site plan development.

- Supplemental Storm Drain Hydrology and Hydraulics Report
- Revision to the Sewer Improvement Plans to Update Laterals
- Revision to the Storm Drain Improvement Plans to Update Laterals
- Design of Retaining Walls Adjacent to Lenardo Drive

After the extent of the changes are known a formal scope and fee can be provided. At this time a recommended budget for these services is \$50,000.

EXHIBIT "B"

**SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)**

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

Client shall compensate Consultant, for the services described herein, as follows:

<u>WORK TASK</u>	<u>FEE</u>
Phase One - Preliminary Design & Coordination	
Task 1 Preliminary Grading Plan	\$ 8,000
Task 2 Preliminary Utility Plan	8,000
Task 3 Preliminary Utility Capacity Studies	6,000
Task 4 Meetings / Coordination	4,000
Subtotal Phase One	<u>\$26,000</u>
Phase Two - Construction Documents	
Task 5 Rough Grading Plan	\$ 20,000
Task 6 Updates to StormWater Pollution Prevention Plan (SWPPP)	5,000
Task 7 LA County Storm Drain Plan Revision	10,000
Task 8 Revision to Public Sanitary Sewer Plans	8,000
Task 9 Revision to Street Improvement Plans	10,000
Task 10 Improvement Plan Quantity & Earthwork Estimates	3,000
Task 11 Meetings/Processing	15,000
Subtotal Phase Two	<u>\$71,000</u>
Phase Two - Construction Support Services	
Task 12 Construction Support & Project Closeout	10,000
Subtotal Phase Three	<u>\$10,000</u>
TOTAL ENGINEERING FEE	\$107,000
Reimbursable Budget	\$3,000
GRAND TOTAL	<u>\$110,000</u>
OPTIONAL SERVICES (BUDGETARY FEE)	\$50,000

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Consultant shall make reasonable efforts to perform the following Services in accordance with the following schedule:

	<u>Time to Perform</u>	<u>Deadline</u> <u>Date</u>
A. Task 1 - Task 12	12 months	April 5, 2017

- II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

RESOLUTION NO. 16-04-CRJPA

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

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

WHEREAS, the Authority is responsible for environmental remediation and site development preparation for the 157-acre property known as the former Cal Compact site (“Site”); and

WHEREAS, the Authority requires the use of professional engineering services for Site preparation; and

WHEREAS, the Authority has previously worked with Michael Baker International (“Consultant”) for the use of said engineering services in connection to the Site; and

WHEREAS, the Authority and Consultant will enter into a new professional services agreement for engineering services and this new agreement will require an amendment to the Authority’s FY 2015-16 budget; and

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

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

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

<u>Account Number</u>	<u>Program & Object Description</u>	<u>Amount</u> <u>Increase/(Decrease)</u>
78-70-781-965-6004	Professional Services	\$160,000

Section 2. The Authority Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2015-16 budget on file, and effective as of April 5, 2016, the same shall be in force and effect.

PASSED, APPROVED, and ADOPTED this 5th day of April, 2016.

Albert Robles, Chairman

ATTEST:

Joy Simarago, Authority Secretary

APPROVED AS TO FORM:

Sunny K. Soltani, Authority Counsel

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

I, Joy Simarago, Authority Secretary of the Carson Reclamation Authority, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 16-04-CRJPA, adopted by the Carson Reclamation Authority at its meeting held on the 5th day of April, 2016, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMEBES:
ABSENT : COUNCIL MEMBERS:

Joy Simarago, Authority Secretary



File #: 2016-412, Version: 1

Report to Carson Reclamation Authority

Tuesday, April 05, 2016

Consent

SUBJECT:

AUTHORIZATION TO DISBURSE FUNDS TO THE CITY OF CARSON FOR PROJECT MANAGEMENT SERVICES PROVIDED BY THE CITY MANAGER

I. SUMMARY

On December 1, 2015, the City Council of the City of Carson approved an employment contract with Mr. Kenneth C. Farfsing for the position of City Manager. The total compensation of \$240,000 was to be divided between the City and the CRA, with the CRA share established at \$45,000 annually to cover the cost of project management services.

II. RECOMMENDATION

1. AUTHORIZE an annual payment of \$45,000 to the City of Carson for project management services provided by the City Manager.
2. APPROVE an additional appropriation of \$22,500 for Fiscal Year 2015/16 in account number 78-70-781-965 6004 to cover the cost of the project management services for half of the fiscal year.

III. ALTERNATIVES

None.

IV. BACKGROUND

The City of Carson appointed Mr. Kenneth C. Farfsing to the position of City Manager on December 1, 2015. The terms of the employment is governed by an agreement between the City of Carson and Mr. Farfsing that became effective on December 15, 2015. (Exhibit No. 1). Under the Recitals of the agreement, Mr. Farfsing is requested to organize the Carson Reclamation Authority which has critical projects that require active management. For the project management services that will be provided by Mr. Farfsing, the cost to the

Carson Reclamation Authority will be \$45,000 annually, as stipulated under Section 6.1 (b) of the agreement. Should the CRA Board authorize the payment of the fees associated with the services, the payment will be remitted based on the City's quarterly billing.

V. FISCAL IMPACT

For Fiscal Year 2015/16, funds in the amount of \$22,500 are required to make the disbursements and are available in the CRA Bond Funds. Upon CRA Board approval of this expense item, an additional \$22,500 will need to be appropriated from the Bond Fund balance to account number 78-70-781-965 6004.

VI. EXHIBITS

1. Carson City Manager Employment Agreement. (Pgs. 3-24)

Prepared by: Trini H. Catbagan

**CITY OF CARSON
EMPLOYMENT AGREEMENT
AT-WILL CITY MANAGER**

This AT-WILL CITY MANAGER EMPLOYMENT AGREEMENT (“Agreement”) is entered into on this 1st day of December, 2015, and is made by and between the CITY OF CARSON (“City”), a municipal corporation, and KENNETH C. FARFSING (“Employee”), an individual. The City and may be referred to individually as a “Party” or collectively as “the Parties.”

RECITALS

WHEREAS, City Council of the City of Carson (“City Council”) desires to hire Employee as an at-will employee to serve in the position of City Manager for the City, as prescribed by state law and Carson Municipal Code § 2100, and to retain his services as Executive Director of the SUCCESSOR AGENCY TO THE DISSOLVED CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic, Executive Director to the CARSON HOUSING AUTHORITY, a public body, corporate and politic, and such other agencies of the City to which he may be appointed from time-to-time; and

WHEREAS, Employee was retained as the City’s Interim City Manager in mid-July, 2015, after having retired from the City of Signal Hill as its City Manager for the past 19 years; has a combined 37 years of local government service, having served as the city manager for two (2) cities for the last 25 years; also served as the Assistant City Manager for the City of Downey and the Community Development Director for the City of La Verne; holds a Master’s Degree in Urban Planning from the University of California and a Bachelor of Arts Degree from the University of California at Berkeley in History; and has served or chaired various committees for the League of California Cities, California Contract Cities, the Gateway Cities Council of Governments and the San Gabriel Valley Cities Council of Governments; and

WHEREAS, the City has experienced instability at the City Manager position over the past (5) five years, with six (6) different individuals serving either as city manager or interim city manager during that time; and

WHEREAS, Employee was retained by the City as its interim City Manager with certain expectations set by the City Council, including a request that Employee (1) complete the adoption of the FY2015-2016 budget, which for the second year in a row had not been adopted by the State deadline; (2) organize the Carson Remediation Authority (CRA) and the Los Angeles Stadium project (the CRA is now functioning, including the water treatment and land fill gas collection systems, waiting a decision from the NFL owners on the Los Angeles stadium location); (3) assist the City in the adoption of the new comprehensive oil code, which will be moving forward with the City Council early next year; (4) assist the City with the recruitment of a new finance director; (5) work on the renewal of the Utility Users Tax, which is scheduled for consideration by the voters at the June 7, 2016 Statewide Primary Election; (6) complete the independent investigation and censure of the City Clerk, which has been done; (7) assist the City in sorting through the complex issues of compliance with the City’s stormwater permit; and (8) to recruit a permanent city manager for the City. and

WHEREAS, the organizational and political instability in the City made it difficult to attract sufficient qualified individuals to move forward with Council interviews, and candidates expressed concerns with the City's financial uncertainty, including concerns over the potential loss of the utility tax revenues should the electorate fail to extend the tax measure. The City's political instability, including a scheduled recall election of the City Clerk and circulation of recall petitions against the Mayor, have also made it difficult to recruit candidates; and

WHEREAS, Employee agreed to come out of retirement to be the City's permanent City Manager in order to assist the City in a very difficult time period. The City will need to start the FY2016-2017 budget in January, while completing a new financial software update. There remains significant budget and economic uncertainty in the upcoming year. The City will need to organize and implement the public information program for the Utility Users Tax election in June. It is unknown when the NFL owners will make a decision on the stadium, however, the CRA project requires active management; and

WHEREAS, Employee will come out of retirement and return to the CalPERs system on December 15, 2015; and

WHEREAS, Employee will receive the same benefits as the City's other management employees, with two (2) important exceptions: (1) he will not be eligible for the 3% at 60 PERs retirement plan, as he will be enrolled in a lower plan of 2% at 55, and will also be required to make the entire employee contribution payment to PERs (7% of salary), which will result in a significant cost savings to the City; and (2) Employee will not require enrollment in the City's medical retirement program since pursuant to Assembly Bill 410, he will be re-enrolled in the City of Signal Hill's medical retirement plan once he retires from the City; this will also result in significant cost savings to the City, since it will have no medical retirement costs for him; and

WHEREAS, California Government Code Section 34852 provides that an ordinance establishing a City Manager form of government shall define the powers and duties of the city manager; and

WHEREAS, the duties of the office of the City Manager are defined in Carson Municipal Code Section 2107; and

WHEREAS, it is the desire of the Council to: (1) secure and retain the services of Employee; (2) have Employee perform all of the regular functions of the City Manager pursuant to the codes and regulations of City; (3) to provide inducement for him to maintain such employment; and (4) to provide a mechanism for terminating Employee's services, if and when necessary; and

WHEREAS, Employee has the required level of education, experience, skills and expertise to serve as the City Manager of the City, as specified in Carson Municipal Code Section 2101; and

WHEREAS, Employee desires to perform and assume responsibility for the provision of CAO/City Manager services to the City; and

WHEREAS, the Parties wish to establish the terms and conditions of Employee's provision of City Manager services to the City through this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, including the Recitals which are made a part hereof, City and Employee hereby agree as follows:

A G R E E M E N T

1.0 EMPLOYMENT & DUTIES

1.1 Duties and Authority.

(a) Administrative Head. Employee shall be the administrative head of the City government under the direction and control of the City Council, except as otherwise provided in the Carson Municipal Code.

(b) Duties at Law. City hereby employs Employee as City Manager to perform the functions and duties specified in the Carson Municipal Code § 2107 *et seq.*, the California Government Code, and such other legally permissible and proper duties and functions as Council shall, from time to time, direct or assign, including, but not limited to, City's Standard Management Procedures ("SMP"), as the same may be amended or adopted by the Council from time to time.

(c) City-Related Entities. The City also designates Employee as the Executive Director of the Successor Agency to the Dissolved Carson Redevelopment Agency, and the Executive Director of the Carson Housing Authority. The parties hereto agree that the City Council may designate Employee as the chief executive of any other City-related legal entity, including but not limited to any joint powers authorities of which the City is, or may become, a member. Employee shall devote his best efforts and full-time attention to performance of these duties.

(d) Administer Policies of Council. Employee shall administer and enforce policies established by the City Council and promulgate rules and regulations as necessary to implement City Council policies.

(e) Powers. To accomplish this, Employee shall have the power and shall be required to:

- (1) Attend all meetings of the City Council, unless excused by the Mayor, and take part in the discussion of all matters before the City Council. The Employee shall receive notice of all regular and special meetings of the City Council.
- (2) To control, order, give directions to, appoint, promote, discipline and demote or remove all heads of groups or subdivisions, except the City Clerk, the City Attorney, and the City Treasurer, and all subordinate officers and employees of the City; to recommend to the City Council

the transfer of employees from one (1) group or division to another; and to consolidate or combine offices, positions, groups, divisions or units under his jurisdiction.

- (3) Upon written request from a City employee, may authorize transfer of said employee from one (1) group or division to another provided the affected group managers and directors consent to the transfer.
- (4) To exercise control over and to supervise in general all groups and divisions of the City Government and all appointive officers and employees thereof except the City Clerk, the City Attorney, and the City Treasurer.
- (5) To recommend to the City Council for adoption such measures and ordinances as he deems necessary or expedient.
- (6) To keep the City Council at all times fully advised as to the financial condition and needs of the City.
- (7) To prepare and submit to the City Council the annual budget and to administer it after adoption.
- (8) To prepare and to recommend to the City Council a salary plan and personnel ordinance.
- (9) To purchase or cause to be purchased all supplies for all of the groups or divisions of the City. No expenditure shall be submitted or recommended to the City Council except upon report or approval of the City Manager.
- (10) To make investigations into the affairs of the City, and any group or division thereof, and any contract or the proper performance of any obligation running to the City.
- (11) To investigate all complaints in relation to matters concerning the administration of the government of the City and in regard to the service maintained by public utilities in the City, and to see that all franchises, permits and privileges granted by the City are faithfully observed.
- (12) To exercise general supervision over all public buildings, public parks, streets, and other public property which are under the control and jurisdiction of the City Council.
- (13) To devote his entire time to the duties and interests of the City.

- (14) To make reports and recommendations as may be desirable or as requested by the City Council.
- (15) To service any appointed office or as head of any group or division within the City Government for which he may be qualified when appointed thereto by the City Council, and to perform the duties thereof at the pleasure of the City Council.
- (16) To execute contracts on behalf of the City of the temporary employment of persons to fill the vacant positions in the City service or to provide other temporary services in extraordinary situations. No such contract may be in excess of \$6,000 nor for a duration of more than three (3) calendar months. Any extension of such a contract shall be considered as part of the original contract for the purposes of computing the cost and time limitations of this Section.
- (17) Management Systems and Procedures: (1) to develop, review, publish and audit City-wide management systems, policies and procedures; (2) to develop, implement and manage the City computer system in support of City programs and operations. Organize, manage and operate City computing equipment and facilities; and (3) to provide City research and analysis in support of City groups, divisions, programs and functions.

(f) Other Duties. To perform such other duties and exercise such other powers as may be delegated to the City Manager from time to time by ordinance or resolution of the City Council.

1.2 Work Schedule. It is recognized that the City Manager is expected to engage in the hours of work that are necessary to fulfill the obligations of the position, must be available at all times, and must devote a great deal of time outside the normal office hours to the business of the City. Employee acknowledges that proper performance of the duties of the City Manager will require the Employee to generally observe normal business hours (currently Monday through Thursday, from 7 a.m. to 6 p.m.), as set by the City and as may be duly revised from time-to-time by the City, and will also often require the performance of necessary services outside of normal business hours. Employee's compensation (whether salary or benefits) is not based on hours worked. Furthermore, the City Manager position remains an "exempt" classification under the overtime provisions of the federal Fair Labor Standards Act ("FLSA") and Employee shall not be entitled to any compensation for overtime nor subject to such overtime provisions of the FLSA.

1.3 Other Activities.

(a) Limited Outside Activity. Employee shall focus his or her professional time, ability, and attention to City business during the term of this Agreement. Employee shall not spend significant time in teaching, counseling, or other non-employer connected business activities without prior approval of the City Council.

(b) No Interference With City Duties. Employee shall not engage, without the express prior written consent of the City Council, in any other business duties or pursuits whatsoever or, directly or indirectly, render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, that is or may be competitive with the City, that might cause a conflict-of-interest with the City, or that otherwise might interfere with the business or operation of the City or the satisfactory performance of Employee's duties as City Manager.

1.4 Employment Status. Employee shall serve at the will and pleasure of the City Council and understands he is an "at-will" employee subject to summary dismissal without any right of notice or hearing, including any so-called Skelly hearing. City may terminate the employment of Employee at any time, as set forth in Section 2.2 below. Employee shall not be subject to the City's Personnel Rules and Regulations.

1.5 Exclusion From Civil Service System. Employee understands, acknowledges and agrees that Employee is exempt from the City's Civil Service System.

1.6 City Documents. All data, studies, reports, and other documents prepared by Employee while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Employee in connection with the performance of this Agreement shall be held confidential by Employee to the extent permitted by applicable law. Such materials shall not, without the prior written consent of the City Council, be used by Employee for any purposes other than the performance of his duties. Nor shall such materials be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law.

1.7 FLSA Exempt Status. Employee agrees that his position is that of an exempt employee for the purposes of the Fair Labor Standards Act.

1.8 Employment Contingent Upon Successful Completion of Pre-Employment Screening. Employee's continued appointment to the position of City Manager shall be contingent upon Employee successfully passing the City's pre-employment screening process, including a background examination, Livescan, reference check, and medical examination. In the event that Employee does not successfully complete any of the pre-employment screening measures, then this Agreement shall be null and void in its entirety with no severance payment owing.

2.0 ROLE OF CITY COUNCIL

The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager. The City Council will work with Employee and staff on setting goals and priorities for the City government, and to work on issues that may inhibit the achievement of City goals. Employee shall maintain active communications with all Councilmembers making sure they are informed and shall work equally with all Councilmembers.

3.0 TERM

3.1 Commencement & Effective Date. Employee shall commence his services hereunder at 7:00 a.m., Pacific daylight savings time, on **December 15, 2015**, which shall also be deemed the effective date of this Agreement ("Effective Date").

3.2 Term. City hereby employs Employee and Employee hereby accepts such employment for an initial one (1) year term commencing on the Effective Date and continuing through the close of business on December 15, 2016, subject to termination by the City, with or without cause, as hereinafter provided. Unless City gives written notice of non-renewal to Employee at least two (2) months prior to the expiration of the initial or any subsequent term, this Agreement shall automatically renew for an additional one year term. Such employment shall be on the terms hereinafter set forth.

3.3 Employment Status. Employee is an "at-will" employee serving at the pleasure of City, acting through its Council, without any further right of notice or hearing, including any so-called "Skelly" hearing. Except as provided in Section 3.7 below, City may terminate the employment of Employee at any time, with or without cause, upon compliance with the provisions set forth in Sections 4.0 or 5.0 of this Agreement, and upon the affirmative vote of three (3) members of Council.

3.4 Days & Hours of Work. Employee's regular days and hours of work shall be the regular days and hours assigned for City employees generally. In addition, Employee shall attend all City Council meetings, workshops and other meetings as directed by the Council. Employee's days and hours of work per day may be unilaterally modified by the Council.

3.5 Termination by City or Employee. City may terminate this Agreement and Employee without cause. In the event of such non-cause termination, Employee expressly waives the requirements of and any rights provided under Carson Municipal Code § 2104. If City terminates Employee without cause pursuant to this Section 3.5, or gives notice of non-renewal to Employee pursuant to Section 3.2, he shall be paid a severance payment as set forth in Section 4.0 hereof.

3.6 Resignation by Employee. If Employee determines to terminate this Agreement, he shall be required to give a minimum of forty-five (45) days' advance written notice to Council prior to the effective date of his termination, unless a shorter period is acceptable to Council, and Employee shall not be eligible for severance pay in the event of his voluntary resignation.

3.7 Transfer of Responsibilities. After Notice of Resignation or Termination, Employee shall cooperate with the City, as requested by the City, to effect a transition of Employee's responsibilities and duties and to ensure that the City is aware of all matters being handled by Employee.

3.8 Termination Limitation. City and Employee agree that the scope of City's limitation upon its right to terminate the employment of Employee shall be in accordance with Carson Municipal Code § 2105 to require the following:

“Notwithstanding the foregoing provisions of this Code, the Employee shall not be removed from office during or within a period of ninety (90) days next succeeding any general municipal election held in said City at which said election a member of the City Council is elected.

The purpose of this provision is to allow any newly elected member of the City Council or a reorganized City Council to observe the actions and ability of the Employee in the performance of the powers and duties of his office. After the expiration of said ninety (90) days aforementioned, the provisions of the preceding Section as to the removal of the said Employee shall apply and be effective.”

3.9 Waiver of Certain Termination Rights. Employee expressly waives any rights provided under the City's Personnel System or Policies, and any rights provided to the City Manager under the Carson Municipal Code or under State or Federal law to any form of pre- or post-termination hearing, appeal, or other administrative process pertaining to termination, except those rights Employee may have under the California or Federal Constitutions to a name-clearing hearing and the right to receive severance under Article 4.0. Pursuant to this Section 3.9, the provisions of Sections 4 and 5 shall supersede Carson Municipal Code Section 2104.

3.10 Employee Acknowledgement At-Will. Employee hereby expressly acknowledges and accepts that this Agreement is at-will, and subject only to the terms hereof; that Employee accepts employment subject to such terms; and Employee will be estopped from arguing that any conduct by employer during the term of the Agreement will convert it to a “for-cause” contract, other than through an express amendment.

3.11 Administrative Leave. Employer may place Employee on Administrative Leave with full pay and benefits at any time during the term of this Agreement. However, if the purpose of placing Employee on Administrative Leave With Pay is to conduct an investigation into potential wrongdoing, and after that investigation, Employee is convicted of a crime involving abuse of his/her office or position, then pursuant to Government Code Section 53243, Employee shall be required to fully reimburse City for any salary or benefits received while on Administrative Leave With Pay. “Abuse of office or position” shall be as defined in Government Code Section 53243.4, as may be amended. Reimbursement shall occur within thirty (30) days of Employer's written demand therefore or such longer period as Employer may approve.

3.12 Joint Press Release & Statement On Termination. In the event that City terminates Employee, with or without cause, City and Employee agree that no member of the Council, the City management staff, nor Employee, shall make any written, oral or electronic statement to any member of the public, the press, or any City employee concerning the Employee's termination except in the form of a joint press release or statement which is mutually agreeable to City and Employee.

4.0 SEVERANCE

4.1 Severance Payment. Except as provided in Sections 3.6 and 5.0 hereof, should City elect to terminate this Agreement, and the services of Employee thereunder, without cause, City shall, within thirty (30) business days after the Effective Date of the Severance Agreement and General Release ("Severance Agreement"), pay to Employee severance pay equal to three (3) months' salary, as defined in Section 5.0 hereinafter, provided Employee executes and does not revoke the Severance Agreement. The severance payments shall be made bi-weekly according to City's regular payroll schedule, but shall not commence until thirty (30) business days after the Severance Agreement's Effective Date. In the event Employee declines to execute or revokes the Severance Agreement, he shall not be entitled to or paid any severance.

The Effective Date of the Severance Agreement shall be ten (10) calendar days after all parties have signed the Severance Agreement.

In addition, the City shall continue to provide Employee with City-paid "COBRA" benefits (medical, dental and vision) for a maximum of three (3) months, except that if Employee obtains other employment prior to the end of the severance period, such benefits and insurance coverages (excluding severance pay) shall cease on the commencement date of such other employment benefits and insurance coverages.

4.2 Application of Government Code Provisions. Notwithstanding any other provision of this Agreement, the following State law restrictions upon Employee's salary and benefits shall take precedent:

(a.) Application of Government Code Section 53260. Government Code Section 53260 provides that all contracts of employment with a city must include a provision limiting the maximum cash settlement for the termination of the contract to the monthly salary (excluding benefits) multiplied by the number of months left on the unexpired term, but not more than eighteen (18) months if the unexpired term exceeds 18 months. The severance payments provided by Article 3.0 are limited by this provision [(e.g., if termination occurred with two (2) months left in the term, severance would be equal to the monthly base salary multiplied by two (2) rather than three (3), provided Employee executes and does not revoke the Severance Agreement].

(b.) Application of Government Code Section 53243.3. If this Agreement provides for: (1) paid leave for the official pending an investigation; (2) funds for the legal criminal defense of the official, or (3) any cash settlement related to Employee's termination, such sums shall be fully reimbursed by Employee to the City if the Employee is

convicted of a crime involving abuse of his or her office or position. All provisions of Government Code § 53243.3 shall take precedence over the terms of this Agreement.

(c.) Application of Government Code Section 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for this Agreement to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits. Government Code § 3511.2 is hereby incorporated into the terms of this Agreement as follows:

"On or after January 1, 2012, any contract executed or renewed between a local agency and a local agency executive shall not provide for the following:

- i. An automatic renewal of a contract that provides for an automatic increase in the level of compensation that exceeds a cost-of-living adjustment.
- ii. A maximum cash settlement that exceeds the amounts determined pursuant to Article 3.5 (commencing with Section 53260) of Chapter 2 of Part 1 of Division 2 of Title 5" (i.e., a cash settlement that exceeds 18 months of the salary and benefits).

4.3 Payment for Accrued Benefits. Upon the effective date of the termination of this Agreement, and the services of Employee thereunder, City shall pay to Employee, in a lump sum, the cash equivalent of all accrued benefits in accordance with Section 9.0 hereof.

4.4 Sole Rights. Except for the Accrued Benefits noted in Section 4.3, above, the severance rights provided in this Section 4.0 shall constitute the sole and only entitlement of Employee under this Agreement in the event of the termination, other than for cause, of the services of Employee hereunder, and Employee expressly waives any and all other rights except as provided herein.

5.0 TERMINATION FOR CAUSE

City shall not be obligated to make any severance payment as described in Section 4.0 above if Employee is terminated for cause. For the purposes of this Agreement "cause" for termination shall include, but not be limited to, the following: (1) loss of mental capacity for more than six (6) consecutive months as determined by a court of competent jurisdiction; (2) persistent, habitual or willful neglect of duty; (3) insubordination (which shall be defined as a repeated failure to carry out a directive or directives of Council made by Council as a body); (4) corrupt or willful misconduct in office; (5) willful malfeasance, or conviction of an illegal act (excepting minor traffic or moving violations) amounting to an act of moral turpitude (a conviction following a plea of nolo contendere is deemed a conviction); (6) willful destruction or misuse of City property; (7) habitual intoxication while on duty, whether by alcohol, prescription or non-prescription drugs, and in the case of prescription drugs, where they are being used in a

manner not authorized by Employee's treating physician; (8) inexcusable absence without an authorized leave of absence; (9) willful political activity involving the support of candidates for City's City Council or any other elected City official position; (10) theft or attempted theft; (11) financial mismanagement; (12) material dishonesty; (13) willful violation of Federal, State or City discrimination and harassment laws concerning race, religious creed, color, national origin, ancestry, physical handicap, marital status, sexual orientation, sex or age concerning either members of the general public or City's employee(s) while acting in the course and scope of employment, while on City premises or time, and/or while acting without the prior approval or direction of the Council; (14) willful and unlawful retaliation against any City officer or employee or member of the general public who in good faith reports, discloses, divulges or otherwise brings to the attention of any appropriate authority any facts or information relative to actual or suspected violations of any law occurring on the job or related directly thereto; (15) willful violation of any conflict of interest or incompatibility of office laws; (16) performance of material outside business interests that conflict directly with the activities and duties as Employee, but not including educational or professional training programs conducted by Employee whether for personal financial gain or not; or (17) refusal to take or subscribe to any oath or affirmation which is required by law.

6.0 SALARY

6.1 Compensation. For the services rendered pursuant to this Agreement, City agrees to compensate Employee at an annual salary of Two Hundred Forty Thousand Dollars (\$240,000.00), as may be adjusted from time-to-time, in accordance with Section 6.4 hereinafter, or as this Agreement may be amended. Such salary shall be payable in installments according to City's regular payroll schedule, and subject to such bonus or salary adjustment considerations by Council as hereinafter provided.

(a) One Hundred Ninety-Five Thousand Dollars (\$195,000) of Employee's Two Hundred Forty Thousand Dollar (\$240,000) Salary shall be paid from the City's General Fund.

(b) Forty-Five Thousand Dollars (\$45,000) of Employee's Salary shall be paid by the Carson Reclamation Authority. In the event the City forms a Stadium Authority, then one-half (1/2) of this sum, totaling Twenty-two Thousand Five Hundred Dollars (\$22,500) shall be paid by each Authority. If no Stadium Authority is ever formed, the entire Forty-Five Thousand Dollar (\$45,000) sum shall be paid by the Reclamation Authority.

6.2 Cost of Living Increase. City agrees to provide a cost of living adjustment in Employee's base salary equal to and at the same time as other Department Heads of the City. In the event other Department Heads do not receive a uniform increase, the increase provided shall be equal to the average amount of the increase received by Department Heads (on a percentage basis). This increase will not include merit increases received by Department Heads, but only cost of living increases. Any increase may be deferred pursuant to Section 6.3.

6.3 Annual Salary Review. City and Employee agree to conduct an annual salary review concurrently with the annual performance evaluation set forth in Section 7.2 hereinafter. Such annual salary review shall include consideration of those benefits afforded

Employee in this Agreement. Following the annual performance review, the City may increase the Employee's salary. Any action to approve an increase must be approved by a majority vote of the Council at a public meeting. The City Council and/or the Employee reserve the right to defer or refuse any or all part of any base salary adjustment if either party determines that the fiscal state of the City warrants such action.

6.4 Effectuating Salary Adjustment. City and Employee agree that the affirmative vote of three (3) members of Council shall be required to effectuate an increase in the salary paid to Employee pursuant to this Agreement.

6.5 Deferred Compensation. City agrees that Employee may, at his sole cost and expense, participate in City's Deferred Compensation Program. City further agrees that it shall match Employee's contributions, if any, into City's Deferred Compensation Plan on a dollar-for-dollar basis, up to a maximum of Six Thousand Dollars (\$6,000.00) per year as allowed by state law.

6.6 Other Compensation. Employee is not eligible for overtime pay, compensatory time off in lieu of overtime pay, or extra payment for work performed on City-designated holidays.

7.0 PERFORMANCE EVALUATION

7.1 Purpose of Evaluation. The performance review and evaluation process set forth herein is intended to provide review and feedback to Employee so as to facilitate a more effective management of City. Nothing herein shall be deemed to alter or change the employment status of Employee (as set forth in Section 3.3 above), nor shall this Section 6.0 be construed as requiring "cause" to terminate this Agreement, or the services of Employee thereunder.

7.2 Annual Evaluation. Council shall review and evaluate the performance of Employee under this Agreement one (1) time annually, on or about the following date: between January 1st and January 31st of each calendar year. The first such review and evaluation shall be conducted concurrently with an annual salary review, in accordance with the purpose noted above, and in light of City's financial condition. It shall be the obligation of the Employee and the City Clerk to notify Council of the need to conduct each evaluation required by this Section 7.0 and to schedule the same.

7.3 Written Evaluation. In closed session, Council shall utilize the "Evaluation of Employee" form, attached hereto and incorporated herein as Exhibit "A" to this Agreement, in order to evaluate the performance of Employee to date. Thereafter, Council shall prepare a written evaluation form, memorializing its comments regarding Employee's performance, shall schedule at least one (1) closed session with Employee to deliver and discuss such evaluation, and will include the same in his personnel file within two (2) weeks following the conclusion of the review and evaluation process.

7.4 Employee's Short-Term Goals & Objectives. Employee shall prepare, or cause to be prepared, short-term goals and objectives for both himself and each of the various City departments or divisions at the following times: (1) within one-hundred twenty (120) days

of the Effective Date of this Agreement (“Initial Goals and Objectives”) and (2) by January 31st of each subsequent calendar year of the Term of this Agreement (“Annual Goals and Objectives”). These short-term goals and objectives (both Initial and Annual) shall be reduced to writing. They shall be presented to and reviewed by Council at a City Council Workshop. The achievement of these short-term goals and objectives (both Initial and Annual) shall be considered in evaluating Employee's performance pursuant to Section 7.0 of this Agreement.

7.5 Employee One-Year Plan. Within sixty (60) days of the Effective Date of this Agreement, as defined in Section 3.1 above, Employee shall prepare a “One-Year Plan” outlining his long-term goals and objectives for the City and a general plan for addressing issues that Employee determines are important to the proper operation of the City, the attainment of the City Council’s policy objectives and the management of any other issues that Employee deems appropriate. These goals and objectives shall be generally obtainable within the time limitations as specified and the annual operating and capital budgets and appropriations as provided. This “One-Year Plan” shall be reduced to writing and presented to Council at a City Council Workshop.

8.0 HEALTH, WELLNESS

8.1 Medical. City shall provide to Employee the same medical insurance plan coverage as is offered to the City's Department Heads, as set forth in "Resolution No. 13-112, A Resolution of the City Council of the City of Carson, California, Fixing the Employer’s Contribution Under the Public Employees’ Medical and Hospital Care Act (PEMHCA)," adopted November 19, 2013, a true and correct copy of which is attached hereto and incorporated herein as Exhibit “B” (hereinafter “Resolution No. 13-112”).

8.2 Dental. City shall provide to Employee the same dental insurance plan coverage as is offered to the City's Department Heads, as set forth in Resolution No. 10-077, A Resolution of the City Council of the City of Carson, California, Establishing the Salary and Benefits for Unclassified Management Employees,” adopted July 21, 2010, a true and correct copy of which is attached hereto and incorporated herein as Exhibit “C” (hereinafter “Resolution No. 10-077”), Article III, Section 2.

8.3 Vision. City shall provide to Employee the same vision insurance plan coverage as is offered to the City's Department Heads, as set forth in Resolution No. 10-077, Article III, Section 7.

8.4 Post-Retirement Health Care Plan. City shall provide to Employee the post-retirement health care plan coverage provided to City employees hired on or after the effective date of the California Public Employees Retirement System (“CalPERS”) contract amendment providing for a two-tiered retiree health insurance program, as set forth in detail in "Resolution No. 11-028, A Resolution of the City Council of the City of Carson, California, Amending Resolution No. 10-077 to Incorporate Certain Changes to the Retirement, Post-Retirement, and Holiday Leave Benefits of the Unclassified Management Employees," adopted April 5, 2011, a true and correct copy of which is attached hereto and incorporated herein as "Exhibit D" (hereinafter "Resolution No. 11-028"), Article III, Section 1.4, except that:

(a) 2% at 55: He shall not be eligible for the 3% at 60 PERs retirement plan; he shall be enrolled in the lower plan of 2% at 55, and will be required to make the entire employee payment to PERs (seven percent (7%) of salary).

(b) Assembly Bill 410: Employee will not enroll in the City's medical retirement program. Instead, pursuant to AB 410, Employee will be re-enrolled in the City of Signal Hill's retirement plan once he retires from PERs. To utilize the AB 410 retiree health mechanism, Employee must (1) have been eligible to receive retiree health benefits from Signal Hill when he retired the first time; (2) upon subsequent re-retirement, notify CalPERS as part of that process that he wants to reinstate his prior retiree health benefits; and (3) must retire from the City within 120 days of separation from the City. Attached hereto as "Exhibit E" is a true and correct copy of CalPERS' November 10, 2015 correspondence regarding the implementation and effect of AB410, and attached hereto as "Exhibit F" is a true and correct copy of AB 410.

8.5 Life Insurance. The City shall provide Employee with term life insurance coverage of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), with no cash surrender value to Employee, after an evidence of insurability (EOI) form is submitted and approved by the City's life insurance carrier. If the EOI form is not submitted, the maximum coverage amount shall be One Hundred Ten Thousand Dollars (\$110,000.00), subject to any age reduction schedules mandated by the insurance company.

8.6 Short & Long Term Disability Insurance. City shall provide to Employee the same long term and short term disability insurance plan coverage as is offered to the City's Department Heads, as set forth in Resolution No. 10-077, Article III, Section 4.

9.0 AUTOMOBILE

Car Allowance. The City shall reimburse Employee for use of his personal automobile for official City business at the rate of Five Hundred Dollars (\$500.00) per month. City will also reimburse Employee for all parking fees incurred on City business under the same terms and conditions applicable to classified City employees. The car allowance and parking expense reimbursements authorized by this Section shall constitute full compensation for any and all expenses related to the operation and maintenance of Employee's vehicle for City purposes. Employee shall maintain throughout the term of this Agreement automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000.00) for bodily injuries or death of one person and Fifty Thousand Dollars (\$50,000.00) for property damage arising from one accident. Employee shall provide City with evidence of such automobile liability insurance coverage, to consist of a certificate of insurance or a copy of the insurance policy. City shall reimburse Employee for the additional costs incurred by Employee in raising his personal automobile insurance limits to meet the requirements of this Section.

10.0 VACATION, SICK LEAVE, ADMINISTRATIVE LEAVE & OTHER BENEFITS

10.1 Vacation Leave. From and after the Effective Date of this Agreement, Employee shall accrue three weeks (120 hours) paid vacation leave per year during the Term of this Agreement, at the same rate as is currently accrued by City's Department Heads, as set forth

in Resolution No. 10-077, Article VI, Section 3. Employee will accrue vacation leave up to the maximum amount currently in force and effect for City's Department Heads. Insofar as is practicable, such vacation shall be taken at times least likely to result in inconvenience to the administration of the City. Employee shall notify the Council at least two (2) weeks in advance of any vacation time to be taken in excess of three (3) consecutive days.

10.2 Sick Leave. From and after the Effective Date of this Agreement, Employee shall accrue sick leave at the same rate as is currently accrued by City's Department Heads, as set forth in Resolution No. 10-077, Article VI, Section 4. Employee will accrue sick leave up to the maximum amount currently in force and effect for City's Department Heads. Employee shall be credited upon the Effective Date of this Agreement with three hundred (300) hours of paid sick leave.

10.3 Holidays. From and after the Effective Date of this Agreement, Employee shall be entitled to such holidays as are currently afforded City's Department Heads, as set forth in Resolution No. 10-077, Article VI, Sections 5.1 and 5.4, and Resolution No. 11-028, amended Sections 5.2 and 5.3, and as may be modified for all of City's Department Heads by resolution of Council from time to time.

10.4 Administrative Leave. From and after the Effective Date of this Agreement, Employee shall accrue administrative leave at the rate of ten (10) hours per month. Employee shall not accrue more than sixty (60) hours of administrative leave.

10.5 Retirement. Employee shall participate in the California Public Employees Retirement System ("CalPERS") "2% at 55" Plan and it Under current law, City is prohibited from paying Employee's contribution to the California Public Employees Retirement System ("CalPERS") "2% at 55" Plan. Therefore, Resolution No. 11-028, Article III, Section 5.2, shall not apply to Employee with respect to retirement. Employee acknowledges and agrees that it shall be his sole responsibility to make these CalPERS employee retirement contribution.

10.6 Redemption of Accumulated Leave. Employee may redeem up to a maximum of fifty (50) percent of his total current accrued leave balances, not to exceed one hundred (100) hours in each fiscal year of the Term of this Agreement. Sick leave shall be redeemed at a rate of one (1) hour of pay for each two (2) hours of sick leave redeemed. All other types of leave set forth in this Agreement shall be redeemed at a rate of one (1) hour of pay for each one (1) hour of leave redeemed.

10.7 Additional Benefits. Unless otherwise specified to the contrary in this Agreement, Employee shall not be entitled to such additional benefits, if any, as are afforded City's Department Heads.

11.0 PROFESSIONAL DEVELOPMENT

11.1 Professional Development Pay. The City agrees to provide Employee, within the first quarter of each fiscal year, an allowance of Eight Hundred Dollars (\$800.00) in anticipation of his expenditures for professional development. Such expenditures may include: costs incurred for job-related classes or seminars not paid for by the City; computer equipment and job-related software; books, reference publications or other educational materials;

membership or association fees; or any other expenses which promote the professional development of the Employee and promote the best interests of the City.

11.2 Service Organization Membership. The active promotion of City shall be one of Employee's duties under this Agreement. As such, the City shall pay up to Three Hundred Fifty Dollars (\$350.00) for the Employee toward the annual membership fee for one service organization or non-profit board based in Carson. The membership fee notice must be provided by the organization to the City. City shall also pay for Employee's memberships in the Carson Chamber of Commerce and the International Employees Association.

12.0 TRAVEL & MEETING EXPENSES

12.1 Out-of-Town Meetings, Conferences & Seminars. City agrees to reimburse Employee for expenses incurred by Employee while attending overnight out-of-town meetings, conferences or seminars related to his employment with City in accordance with SMP No. 2.11, a true and correct copy of which is attached hereto and incorporated herein as "Exhibit H" to this Agreement. To be eligible to receive reimbursement pursuant to this Section 11.1, Employee must have budgeted funds available for such, and shall obtain advance approval of the Council where practical to do so, or in the event such approval cannot be timely obtained, advance approval from the Mayor.

12.2 Local Meetings & Seminars. City agrees to reimburse Employee for expenses necessarily incurred while in attendance at local meetings or seminars related to his employment with City in accordance with SMP No. 2.11.

12.3 Incidental Expense Reimbursement. Pursuant to Carson Municipal Code § 2106, City agrees to reimburse Employee the actual cost of those incidental expenses necessarily incurred by Employee while engaged in the business of City upon the presentation of an appropriate receipt therefor, including but not limited to expenses incurred related to business lunch meetings. City shall not reimburse Employee for any alcoholic beverage expenses.

12.4 No Gifts of Value. The California Political Reform Act, Government Code §§ 81000 et. Seq., which applies to local officials such as Employee, establishes a gift limit on the total value of gifts public officials may receive from a single source during the calendar year. This gift limit is adjusted by the Fair Political Practices Commission on each odd-numbered year. As of January 1, 2015, the annual limit is Four Hundred Sixty Dollars (\$460.00). Gifts are defined as any payment or other benefit provided to an official that confers a personal benefit for which the official does not provide goods or services of equal or greater value.

Based on the limits imposed by the Political Reform Act, Employee is hereby prohibited from accepting gifts greater than the gift limit set by the Fair Political Practices Commission in § 18940.2 of Title 2 of the California Code of Regulations, as it may be amended or recodified, in a single calendar year from a single source, including but not limited to City residents, employees, contractors, businesses or anyone seeking to do business with the City. The Political Reform Act also requires that Employee's receipt of gifts totaling Fifty Dollars (\$50.00) or more from a single source during the calendar year be disclosed on a Statement of Economic Interests.

Any public official who violates the gift limit is liable in a civil action brought by the California Fair Political Practices Commission for up to three (3) times the amount of the gift, plus administrative sanctions, including fines of up to Five Thousand Dollars (\$5,000.00) per violation.

13.0 CONFLICTS OF INTEREST

13.1 Conflicts Prohibited. During the term of this Agreement, Employee shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict in any manner, with the proper discharge of Employee's duties under this Agreement. Employee shall comply with all requirements of law, including but not limited to, Sections 87100 *et seq.*, Section 1090 and Section 1126 of the Government Code, and all other similar statutory and administrative rules. Whenever any potential conflict arises or may appear to arise, the obligation shall be on the Employee to seek legal advice concerning whether such conflict exists and Employee's obligations arising therefrom.

13.2 Personal Interests. Employee shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political associations. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active City employment, providing such acts do not constitute a conflict of interest as defined herein.

13.3 Broad Application of Conflict Laws. Employee shall also be subject to the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the Employee's employment. "Conflict of Interest" as used herein shall be construed broadly including any law relating to ethics or conflicts such as Government Code Section 1090 prohibiting contracts with a financial interest, Government Code Section 1126 prohibiting incompatibility of employment, or any other such law.

13.4 Statements of Economic Interest. Employee is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

14.0 BONDING

Pursuant to Carson Municipal Code § 2102, within thirty (30) days of the Effective Date of this Agreement, the City shall obtain a corporate surety bond in a form to be approved by the Council and in such sum as may be approved by the Council, which bond shall be conditioned on the faithful performance of the duties imposed on Employee, as herein prescribed, or shall waive the requirement to obtain a corporate surety bond, at its sole discretion. The City shall bear the full cost of any corporate surety, fidelity or other bonds required of the Employee by the Council or as required under any law or ordinance.

See "Exhibit H" attached hereto and incorporated herein.

15.0 INDEMNIFICATION

15.1 General. For the purpose of indemnification and defense of legal actions, Employee shall be considered an employee of the City and entitled to the same rights and subject to the same obligations as are provided for all other employees of the City as set forth in Sections 825 through 825.6 and Sections 995 through 996.6 of the California Government Code. Employee shall indemnify and hold harmless City from all liability for loss, damage or injury to person or property resulting from the gross negligence or willful misconduct of Employee.

The City will not indemnify Employee for the defense of an action or proceeding in the following circumstances, unless it determines the defense would be in the best interests of the City and that Employee acted, or failed to act, in good faith, without actual malice and in the apparent interests of the City:

1. The City will not indemnify Employee for the defense of an action or proceeding brought by the City to remove, suspend or otherwise penalize Employee, or an appeal to a court from an administrative proceeding by the City to remove, suspend, or otherwise penalize Employee.
2. The City will not indemnify Employee for the defense of an administrative proceeding brought against Employee, including but not limited to instances where the proceeding is brought on account of an act or omission in the scope of Employee's employment as an employee of the City, unless the Council determines the defense would be in the best interests of the City.
3. The City will not indemnify Employee for the defense of an action or proceeding brought by the City against Employee as an individual, and not in his official capacity, or an appeal therefrom.

15.2 Related Entities. In the event that Employee shall serve as the chief executive of other City-related legal entities, then each provision of this Section shall be equally applicable to each City-related legal entity as though set forth in an indemnity agreement between the Employee and that legal entity.

16.0 AMENDMENT OF AGREEMENT

This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing, which amendment shall require City Council approval.

17.0 GENERAL PROVISIONS

17.1 Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing,

between the parties with respect to 's employment by City and contains all of the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by either party, or anyone acting on behalf of either party, which are not embodied herein, and that no other agreement, statement or promises not contained in this Agreement shall be valid or binding upon either party.

17.2 Entire Time & Efforts. During the Term of this Agreement, Employee shall devote his full time and efforts during business hours to the fulfillment of his obligations under this Agreement.

17.3 Competitive Activities. During the Term of this Agreement, Employee shall not be employed by any other organization, with or without compensation, without the prior written approval of the Council. Notwithstanding the foregoing, however, Employee may expend reasonable time, effort and energy in the pursuit of education, charitable, or professional activities which arise out of or relate to his duties as Employee, and Employee may pursue his hobbies (in which he may be offered, from time-to-time, an honoraria), and his engagement in these activities shall not constitute a breach of this Agreement provided such activities do not materially interfere with the services to be rendered by Employee pursuant to this Agreement, nor shall such activities require the prior written consent of Council.

17.4 Need For City's Written Consent to Contract. Employee shall have no right, power or authority at any time to make any contract, commitment or binding promise of any nature on behalf of City, whether oral or written, without the express written consent of the Council, except as otherwise provided in the Carson Municipal Code.

17.5 Notices. Notices to be given by either party to the other shall be given by personal service upon the party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor, postage prepaid and addressed as follows:

TO CITY: City of Carson
Attention: City Clerk
701 East Carson Street
Carson, CA 90745

COPY TO: Aleshire & Wynder, LLP
18881 Von Karman Avenue, Suite 1700
Irvine, CA 92612
Attention: City Attorney
Phone: (949) 250-5407
Fax: ((949) 223-1180
E-mail: ssoltani@awattorneys.com

TO CITY MANAGER: Ken Farfsing
817 Novelda Road
Alhambra, CA 91801
Phone: (625) 588-7156

E-mail: kcf817@aol.com

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

17.6 Heirs and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the heirs at law and executors of the Employee.

17.7 Severability. In the event any provision of this Agreement is finally held or determined to be illegal or void by a court having jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect unless the parts found to be illegal or void are wholly inseparable from the remaining portions of this Agreement.

17.8 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

17.9 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, which are in full force and effect as of the date of execution. Any action to interpret or enforce the terms of this Agreement shall be held exclusively in a state court in Los Angeles County, California. Employee expressly waives any right to remove any such action from Los Angeles County.

17.10 Effective Date. This Agreement shall not become effective until it has been approved by the City Council and signed by Employee and the Mayor.

17.11 Interpretation. This Agreement shall not be construed against the party or its representatives who drafted it or who drafted any portion thereof.

17.12 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.

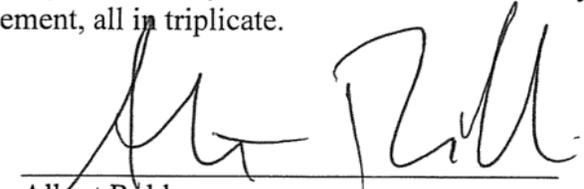
17.13 Independent Legal Advice. City and Employee represent and warrant to each other that each has received legal advice from independent and separate legal counsel with respect to the legal effect of this Agreement and, City and Employee further represent and warrant that each has carefully reviewed this entire Agreement and that each and every term thereof is understood and that the terms of this Agreement are contractual and not a mere recital.

[Signatures on following page]

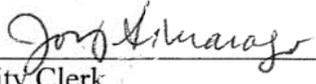
IN WITNESS WHEREOF, the City of Carson has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its officers thereunto duly authorized, and has signed and executed this Agreement, all in triplicate.

CITY OF CARSON

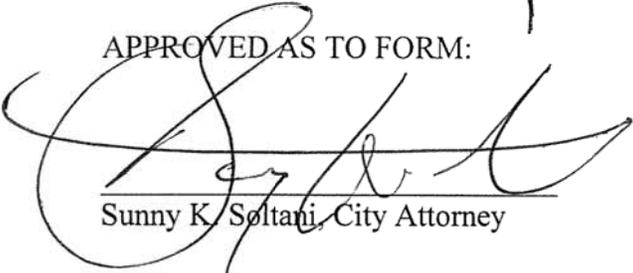
Dated: 12/11/15


Albert Robles
Mayor & Chairs of Successor Agency to the
Dissolved Carson Redevelopment Agency &
Carson Housing Authority

ATTEST:

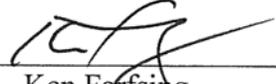

Dep. City Clerk

APPROVED AS TO FORM:


Sunny K. Soltani, City Attorney

EMPLOYEE

Dated: _____

Signed: 
Ken Farfsing

[END OF SIGNATURES]



File #: 2016-415, Version: 1

Report to Carson Reclamation Authority

Tuesday, April 05, 2016

Consent

SUBJECT:

APPROVAL OF WORK ORDER REQUESTS FROM TETRA TECH BY THE CARSON RECLAMATION AUTHORITY, REPLACING PREVIOUSLY APPROVED CHANGE ORDERS AND AUTHORIZING ADDITIONAL TASKS, AND APPROVING RESOLUTION NO. 16-07-CRJPA AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE AMOUNT OF \$358,069

I. SUMMARY

These work orders requested by Tetra Tech replace several Change Orders that have been approved by the Carson Reclamation Authority (“CRA” or “Authority”) since July, 2015, and establish the work program for the remediation and infrastructure on the 157-acre site through the end of the fiscal year. In January, 2016 the CRA approved a series of “Work Orders” which will replace the existing Change Orders for contracting and billing purposes. Several previously approved change orders remain in place, and there were Work Order requests for new tasks as well. These items are recommended for approval.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Work Order Request to approve Work Order 27 and Work Order 28, listed and described below, which have been reviewed and approved by the CRA’s project manager and the environmental consultant.
2. WAIVE further reading and ADOPT Resolution No. 16-07-CRJPA, “A RESOLUTION OF THE CARSON RECLAMATION AUTHORITY OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2015-16 BUDGET IN THE AMOUNT OF \$358,069.”

III. ALTERNATIVES

TAKE another action the Reclamation Authority deems appropriate.

IV. BACKGROUND

Pursuant to Sections 4.a. and 4.b. and Section 8 of a Settlement, Release and Indemnity Agreement (“Agreement”) by and between the City of Carson (“City”), the Carson Reclamation Authority (“Authority”), the Successor Agency to the Carson Redevelopment Agency (“Successor Agency”), and Carson Marketplace, LLC, a Delaware limited liability corporation (“CM”), “Assignment and Assumption of Obligations” and “Remediation Work”, the Authority assumed the obligation to continue the remediation of the 157-acre project site under a Fixed Price Operations and Maintenance Environmental Assurance Agreement (“EAA”) dated December 31, 2007 with Tetra Tech, Inc.

The contract issued under the original EAA with Carson Marketplace is the baseline scope of work. Direct remediation construction costs under the original EAA are paid through a Trust Account held with Wells Fargo Bank. Work beyond the original scope is considered a “Change Order” and subject to the review and approval of the CRA Board. The CRA’s Change Order approval process commenced after it took title to the Property on May 18, 2015.

The following Work Order Requests are recommended for approval:

Work Order #	Previous Change Order #	Description	Requested Amount
27	209	SWPPP Implementation for April thru September 2016. The previous change order for SWPPP work (CO 209) was fully expended by the end of March 2016 as originally estimated. WO 27 replaces CO-209 and has an estimated budget that covers this work to the end of September 2016. A new SWPPP plan will be prepared and must be in place by October 1, and a new Work Order will be brought for approval at that time.	\$253,673
28	N/A (new)	Support and Coordinate Design for Lenardo Backfill. This WO request assumes that the CRA will contract directly with Michael Baker Inc. (MBI) to address the engineering tasks for the utilities/grading redesign and permitting. It also assumes that Tetra Tech will take the lead in the geotechnical analysis and requirements of the design. We assumed a 6-month minimum time frame to get this work completed.	\$104,396
		TOTAL	\$358,069

Work Order 27. Due to the further extension of the project schedule, a new work order to reimburse Tetra Tech for continued implementation, maintenance and management of SWPPP is required. Work Order Request (WO-27) covers 6 months commencing April 1, 2016, and is necessary to comply with the State Resource Board permit requirements for a Risk Level-2 site. Tetra Tech's previous change order request COR 209 for this work was from Oct 1, 2015 through Mar 31, 2016 and was completed by April 1, 2016. Since the project is still on hold until a new development plan is selected and finalized, a new WO is required to keep the site compliant with the State Resource Board permit requirements.

Work Order 28. In a prior site development plan, an area referred to as "Lenardo Drive" was shown as "depressed" (below surrounding grade) with a pedestrian bridge over it that linked development features in Cell 2 and Cell 4. For convenience, that area was referred to as the "Lenardo Depression." In order to maintain the original development schedule at the time, that overall excavation was completed and the storm drain, sanitary sewer, and landfill gas header lines were constructed in the area. The existing storm drain and sanitary sewer lines were designed by RBF Consulting, now Michael Baker International (MBI), and the existing landfill gas header was designed and installed by Tetra Tech. Those utility and landfill gas lines were designed to accommodate the grades of the Lenardo Depression, sized to accommodate the then-planned development, and with laterals located in accordance with the planned development. Since that construction was completed, the prior site development process was terminated and it has become clear that any new future site development plan would not incorporate the Lenardo Depression. Therefore, it is necessary to backfill the Lenardo Depression near original grade for future site development. Modifications to the storm drain, sanitary sewer, and landfill gas header lines in the area will also be necessary to deal with the deeper soil cover. The CRA previously authorized MBI to conduct a preliminary engineering analysis, which resulted in two Project Memos, dated October 14, 2015 and December 11, 2015. Those memos contain results of early agency coordination and concept development. Going forward, MBI will work under contract with CRA and coordinate with Tetra Tech to complete the analysis as described in the scope of work below. Tetra Tech has coordinated scope of work with MBI to ensure an effective overall approach for this work.

Because the Lenardo Depression is being used as a lined stormwater basin as part of construction SWPPP compliance, the stormwater management plan at the site must also be revised.

The overall purpose of this change order is, in coordination with work by MBI, to develop the designs to modify to the storm drain, sanitary sewer, and landfill gas lines and to backfill Lenardo Drive in preparation for a new future site development. Tetra Tech will also assist MBI in permitting the new designs with the City of Carson and the County of Los Angeles. A subsequent change order will address actual construction activities based on the designs developed in this change order. Because this is anticipated to take 10-12 months to design, permit, and construct, this could become a critical path element for future site development. Therefore, it is desirable to start this design and permitting project as soon as possible.

V. FISCAL IMPACT

The original amounts related to the Change Order 209 and Work Order 23 was budgeted in the CRA budget. The budget impact of approving the change to Work Orders 15 will be adjusted in March when the full SWPPP implementation cost gets reevaluated.

VI. EXHIBITS

Resolution No. 16-07-CRJPA. (pgs. 5-6)

Prepared by: John S. Raymond, CRA Executive Director

RESOLUTION NO. 16-07-CRJPA

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

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

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

WHEREAS, the contract issued under the original EAA is the baseline scope of work and any work beyond the original scope must be authorized by the Authority Board through approval of a “Work Order” for each additional task; and

WHEREAS, the Authority Board has approved Work Order No. 27 and Work Order No. 28 requiring an amendment to the Authority’s FY 2015-16 budget increasing its expenditures in the amount of \$358,069; and

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

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

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

<u>Account Number</u>	<u>Program & Object Description</u>	Amount
<u>Increase/(Decrease)</u>		
78-70-781-965-6004	Professional Services	\$358,069

Section 2. The Authority Secretary shall certify to the adoption of this resolution and shall keep a copy of this resolution attached to the FY 2015-16 budget on file, and effective as of April 5, 2016, the same shall be in force and effect.

PASSED, APPROVED and ADOPTED this 5th day of April, 2016.

EXHIBIT NO. -1

5

Chairman Albert Robles

ATTEST:

Authority Secretary Joy Simarago

APPROVED AS TO FORM:

Authority Counsel

6