

**AMENDED & RESTATED CONSULTANT SERVICES AGREEMENT TO  
PROVIDE ASSISTANCE IN THE COORDINATION OF THE CITY OF  
CARSON NEIGHBORHOOD STABILIZATION PROGRAM (NSP) &  
NEIGHBORHOOD STABILIZATION PROGRAM-SECOND PHASE (NSP2)**

This AMENDED & RESTATED CONSULTANT SERVICES AGREEMENT (the "Agreement") is made and entered into effective the 1st day of July, 2010, by and between the CITY OF CARSON, a general law city and municipal corporation, ("City") and CLARK CONSULTANTS, a California sole proprietorship ("Consultant"). The term Consultant includes any professional(s) performing services of any kind under this Agreement. The parties hereto agree as follows:

**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 City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and services and Consultant is experienced in performing the work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.
- 1.2. Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which 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. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency 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 City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

EXHIBIT NO. 01

