

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, including the City, 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 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 City 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 & Extended Term(s).

3.4.1. Former "NSP" Agreement Null & Void. The parties hereto hereby declare null and void the unexpired term of that certain "Consultant Services Agreement to Provide Assistance in the Coordination of the City of Carson Neighborhood Stabilization Program (NSP)," executed by and between City and Consultant on January 5, 2010.

3.4.2. Term. Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect from and after July 1, 2010 and shall terminate on June 30, 2012, unless otherwise extended by City pursuant to the terms of this Agreement.

3.4.3. Extended Term(s). City reserves the right, in its sole and unfettered discretion, to extend the Term of this Agreement for up to a maximum of one (1) additional calendar year (the "Extended Term"). City shall exercise its right to extend the Term of the Agreement by providing Consultant with written notice of its intent to extend the Term of this Agreement not less than thirty (30) calendar days prior to the expiration of the Term hereof.

4. COORDINATION OF WORK

4.1. Representative of Consultant. The following principals of Consultant 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:

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