



# City of Carson Report to Mayor and City Council

September 7, 2010  
New Business Consent

**SUBJECT: CONSIDER THE AMENDED AND RESTATED CONSULTING SERVICES AGREEMENT WITH CLARK CONSULTANTS TO COORDINATE THE NEIGHBORHOOD STABILIZATION AND THE NEIGHBORHOOD STABILIZATION 2 PROGRAMS**

Submitted by Clifford W. Graves  
Economic Development General Manager

Approved by Jerome G. Groomes  
City Manager

## I. SUMMARY

The City Council is asked to consider approving an amended and restated consulting services agreement with Clark Consultants (Exhibit No. 1) to continue coordination of the Neighborhood Stabilization Program (NSP) and expand the agreement to include coordination of the Neighborhood Stabilization Program 2 (NSP2)/Consortium Agreement with the Los Angeles Neighborhood Housing Services (LANHS) approved on September 15, 2009 (Exhibit No. 2), and the LANHS funding agreement approved on April 20, 2010 (Exhibit No. 3).

## II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the amended and restated consulting services agreement with Clark Consultants for the continued coordination of the Neighborhood Stabilization Program and expansion of the agreement to include coordination of the Neighborhood Stabilization 2 Program.
2. AUTHORIZE the Mayor to execute the amended and restated consulting services agreement following approval as to form by the City Attorney.

## III. ALTERNATIVES

1. MODIFY the amended and restated consulting services agreement and APPROVE as amended.
2. DECLINE approval of the amended and restated consulting services agreement.
3. TAKE another action the City Council deems appropriate.

## IV. BACKGROUND

On June 16, 2009, the City Council approved submission of an application to the state for funding under the NSP (Exhibit No. 4). The action authorized submission of a joint application by the cities of Carson and Lynwood, with

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Carson acting as the lead agency, for the acquisition, rehabilitation and resale of homes in both jurisdictions. The total allocation approved by the California Department of Housing and Community Development (HCD) for this program was \$2,245,226.00 (\$1,329,065.00 for Carson and \$916,616.00 for Lynwood).

The City Council adopted Resolution No. 09-121 at its November 4, 2009 meeting (Exhibit No. 5). This action authorized and approved the Program Reuse Plan and the NSP Standard Agreement with the state and advised the City Council that a request for qualifications (RFQ) would be issued to obtain a qualified consultant to coordinate the NSP for Carson and Lynwood. This program allows for administrative costs not to exceed five percent, or (\$112,261.30) that serves as the funding for the consultant services.

After completion of the RFQ process, the City Council approved an agreement with Clark Consultants to coordinate the acquisition, rehabilitation, and resale of homes for the NSP in the cities of Carson and Lynwood (Exhibit No. 6). To date, five properties have been acquired in Carson with three of the properties located in the Scottsdale Townhome development. These properties are currently in the rehabilitation process.

During the last quarter of 2009, the NSP2 funding opportunity became available. On September 15, 2009, the City Council approved the NSP2 Consortium Agreement with the Los Angeles Neighborhood Housing Services (LANHS). The city of Carson participates as a collaborating entity, with LANHS serving as the lead agency responsible for overall management and budgeting in accordance with the Grant Agreement and Consortium Member Agreement. Funding, in the amount of \$1.93 billion for the purpose of assisting in the redevelopment of abandoned and foreclosed homes, was allocated by the United States Department of Housing and Urban Development (HUD) under the Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes. Subsequently, LANHS identified Carson as a prime member of its consortium. The NSP2, unlike the NSP, provides for down payment assistance, as well as funding for acquisition, rehabilitation and resale of distressed properties.

The City Council approved the consortium funding agreement with LANHS on April 20, 2010. Approval of the NSP2 funding agreement with LANHS set Carson as a participating local jurisdiction for the program. The NSP2 allows for administrative costs in an amount not-to-exceed ten percent of the \$5 million program allocation, or \$500,000.00. The consultant services are funded through the NSP and the NSP2; with the NSP program projected to run approximately three years and the NSP2 program is projected to continue for three to five years. In order to retain continuity and maintain aggressive property acquisition, rehabilitation and resale under both programs, staff recommends that the City

Council approve an amended and restated agreement with Clark Consultants to coordinate the new NSP2 and continue coordination of the NSP. The amended and restated agreement has been prepared by the City Attorney for consideration by the City Council.

On July 21, 2010, President Obama signed legislation that included funding under the Department of Housing and Urban Development for the Neighborhood Stabilization Program 3 (NSP3). Staff will analyze the NSP3 requirements and may present to the City Council a request for consideration of the program at a future meeting.

V. FISCAL IMPACT

Funding for the amended and restated agreement is provided through the approved Neighborhood Stabilization and Neighborhood Stabilization 2 Programs.

VI. EXHIBITS

1. Amended and Restated Consulting Services Agreement with Clark Consultants. (pgs. 4-22)
2. Minutes, September 15, 2009, Item No. 12. (pg. 23)
3. Minutes, April 20, 2010, Item No. 27. (pg. 24)
4. Minutes, June 16, 2009, Item No. 18. (pgs. 25-28)
5. Minutes, November 4, 2009, Item No. 17. (pg. 29-30)
6. Minutes, December 1, 2009, Item No. 9. (pg. 31)

Prepared by: Linda F. Mann, Principal Administrative Analyst  
sf:Rev061902

Reviewed by:

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

Action taken by City Council

Date \_\_\_\_\_ Action \_\_\_\_\_

**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



- 1.5. Familiarity with Work. By executing this Contract, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) 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 immediately inform the City of such fact and shall not proceed except at Consultant'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 City, except such losses or damages as may be caused by City'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 out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.
- 1.8. Additional Services. City 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, 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 five percent (5%) of the Contract Sum or \$5,000, 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 City Council. 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 or reasonably contemplated therein. 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.
- 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.



## 2. COMPENSATION

- 2.1. Contract Sum. For the services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Eighty Thousand Dollars (\$80,000.00) *in any one fiscal year* (July 1-June 30) (the "Maximum Annual Contract Sum"), except as provided in Section 1.8. This provision shall also apply in the event that the City exercises its right to extend the Term of this Agreement pursuant to Section 3.4 hereof. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Maximum Annual Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Maximum Annual Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City; Consultant shall not be entitled to any additional compensation for attending said meetings.
- 2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City in the form approved by the City's Administrative Services General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement no later than the last working day of the month.
- 2.3. Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding, for any reason.

## 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 on or about July 1, 2010, and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D," if any, and incorporated herein by this reference.
- 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, 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:

Jennifer Adams-Brooks, President  
Post Office Box 710143  
San Diego, California 92171-0143  
(858) 334-3930  
E-mail: [jabrooks4@juno.com](mailto:jabrooks4@juno.com)



It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing 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. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

- 4.2. Contract Officer. The Contract Officer shall be such person as may be designated by the City Manager of City. 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 City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.
- 4.3. Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City 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 City. 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 City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) 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 City.
- 4.4. Independent Contractor. Neither the City 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. City 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 City and shall remain at all times as to City 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 City. City 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 venturer or a member of any joint enterprise with Consultant.



## 5. INSURANCE AND INDEMNIFICATION

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

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

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000 per accident, combined single limit. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(d) Professional Liability Insurance. A policy of professional liability insurance in an amount not less than \$3,000,000 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

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

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.



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

In the event the Consultant subcontracts any portion of the work in compliance with Section 3.3 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 this Section 5.1.

5.2. Indemnification. Consultant agrees to indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (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 of Consultant, its agents, employees, subcontractors, or invitees, provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City, and in connection therewith:

5.2.1. 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;

5.2.2. Consultant will promptly pay any judgment rendered against the City, 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 City, its officers, agents, and employees harmless therefrom;

5.2.3. In the event the City, 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 City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.



## 6. RECORDS AND REPORTS

- 6.1. 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.
- 6.2. Records. Consultant shall keep such 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. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.
- 6.3. Ownership of Documents. All reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and/or agents in the performance of this Agreement shall be the property of City and shall be delivered to City 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 City of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. Consultant may retain copies of such documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.
- 6.4. Release of Documents. The reports, records, documents and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.



## 7. ENFORCEMENT OF AGREEMENT

- 7.1. California Law. This Agreement shall be construed and interpreted 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 Los Angeles, 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.
- 7.2. Disputes. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefor. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within forty-five (45) days after service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause and to any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured, provided that nothing herein shall limit City's or the Consultant's right to terminate this Agreement without cause pursuant to Section 7.8.
- 7.3. Retention of Funds. Consultant hereby authorizes City 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 City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City 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, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.
- 7.4. Waiver. 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. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
- 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.
- 7.7. Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Consultant and its sureties shall be liable for and shall pay to the City the sum of \_\_\_\_\_ (\$\_\_\_\_\_) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Consultant any accrued liquidated damages.
- 7.8. Termination Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon fourteen (14) 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 Agreement at any time, with or without cause, upon thirty (30) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately 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.
- 7.9. Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City 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 City shall use reasonable efforts to

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mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

- 7.10. 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.

## 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

- 8.1. Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2. Conflict of Interest. No officer or employee of the City 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. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.
- 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, marital status, national origin, or ancestry 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, or ancestry.

## 9. MISCELLANEOUS PROVISIONS

- 9.1. Notice. 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 City, to the City Manager and to the attention of the Contract Officer, CITY OF CARSON, 701 East Carson Street, Carson, California 90745, and in the case of the



Consultant, to the person at the address designated on the execution page of this Agreement. 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. Integration; Amendment. 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. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.
- 9.4. 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.
- 9.5. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement to  
be effective July 1, 2010.

CITY:

CITY OF CARSON,  
a municipal corporation

\_\_\_\_\_  
Mayor Jim Dear

ATTEST:

\_\_\_\_\_  
City Clerk Helen S. Kawagoe

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

CONSULTANT:

CLARK CONSULTANTS,  
a sole proprietorship

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

Name: Jennifer Adams-Brooks  
Title: President  
Address: Post Office Box 710143  
San Diego, CA 92171-0143  
Telephone: (858) 334-3930  
E-mail: [jabrooks4@juno.com](mailto:jabrooks4@juno.com)

[END OF SIGNATURES]



EXHIBIT "A"

SCOPE OF SERVICES

A-1. Consultant shall, under the direction of the City of Carson's Housing and Neighborhood Development Manager, perform the follow services:

A.1.A. Administration of NSP & NSP2 Scope of Services

- i. Develop NSP & NSP2 program policies, procedures, and guidelines, and ensuring that they are carried out.
- ii. Develop and revise, as needed, the timelines for the completion of key NSP & NSP2 program tasks.
- iii. Organize and maintain NSP & NSP2 program files.
- iv. Coordinate with City's accounting staff the establishment of NSP & NSP2 program accounts, and monitor for City the use and expenditure of NSP & NSP2 program funds.
- v. Develop and implement a process, approved by City, for approval of expenditures and disbursements of NSP & NSP2 program funds.
- vi. Organize and oversee completion and submission of reports and other documentation to the California Department of Housing and Community Development ("HCD"), and United States Department of Housing and Urban Development ("HUD"), as required by applicable law or regulation.
- vii. Prepare NSP & NSP2 program updates and reports to the Mayor and City Council, City Manager, and Economic Development General Manager.
- viii. Provide oversight and coordination of NSP program activities being carried out within Carson.

A.1.B. Property Acquisition Scope of Services

- i. Complete and document all required surveys, studies, testing, and design activities for each property to be acquired.
- ii. Complete all required environmental reports, submit such reports to HCD and/or HUD as required and create a filing system for such reports.
- iii. Ensure that relocation activities are carried out in compliance with federal regulations, and prepare and submit such reports to HCD and/or HUD as required by law or regulation.
- iv. Arrange for completion of all property appraisals in accordance with HCD and HUD standards and requirements.



A.1.C. Bidding and Rehabilitation Processes Scope of Services

- i. Develop and prepare contractor specifications and bid packages.
- ii. Coordinate and conduct contractor site visits for all properties acquired by NSP.
- iii. Oversee pickup and return of bid packages, respond to requests for information, and issue addenda as needed or appropriate.
- iv. Review and analyze contractor responses and recommend contractors to be selected.
- v. Prepare staff reports regarding contractor selection and any related exhibits for City Council approval.

A.1.D. Property Resale Scope of Services

- i. Arrange for/ensure the completion of re-appraisals in accordance with HCD and HUD standards and requirements.
- ii. Establish price for resale of properties in accordance with program guidelines and regulations.
- iii. Conduct, in conjunction with city staff, workshops for realtors and lenders.
- iv. Coordinate the execution of all sale documents.
- v. Prepare staff report(s) regarding property sale(s) and any related exhibits for City Council approval.

A.1.E. Procurement

- i. Manage the process(es) for the selection of entities to provide the following services:
  - Home buyer education counseling
  - Lead-based paint and asbestos inspection, testing, and remediation
  - Appraisal services
  - Property management services
  - Title services
- ii. The management of process(es) noted in A-1.E(i) shall include development and issuances of Requests for Qualifications ("RFQs") and Requests for Proposals ("RFPs"), evaluation of responses to said RFQs/RFPs, providing recommendations on the selection of such service providers, and communicating (orally, electronically, and in written correspondence) with respondents to said RFQs/RFPs and selected service providers.

- iii. Negotiate and execute Professional Services Agreements with the entities selected to provide the services noted above.
- iv. Prepare staff reports regarding Professional Services Agreements with the entities selected to provide the services, and any related exhibits, for City Council approval.

A.1.F. Other Reporting Tasks

- i. Prepare and submit Section 3 Compliance Reports to HCD and HUD as required by law or regulation.
- ii. Prepare and submit required wage compliance reports (preliminary and final).
- iii. Prepare and submit report(s) to City staff, and HCD and/or HUD, as may be required by law or regulation, detailing Consultant's NSP & NSP2 activities completed, City NSP & NSP2 expenditure(s), NSP & NSP2 program income, and other NSP & NSP2 program details.

A-2. To facilitate the performance of the services detailed above at Section "A-1" of this Exhibit "A" by Consultant, City shall:

- i. Reimburse Consultant for reasonable lodging expenses necessarily incurred in the performance of NSP & NSP2 program functions;
- ii. Allocate a City computer for use by Consultant for NSP & NSP2 program purposes while he or she is working at Carson City Hall;
- iii. Designate a redevelopment manager to work with Consultant on the NSP & NSP2 programs;
- iv. Designate support staff to assist Consultant with the NSP & NSP2 programs;
- v. Designate support staff to assist Consultant in the identification of unoccupied and/or repossessed properties appropriate for purchase by LANHS as a part of the implementation of the NSP2 program;
- vi. As deemed necessary by the Contract Officer, designate support staff to assist Consultant with the following NSP & NSP2 program functions: first time homebuyers assistance, general accounting, document processing and CDBG guidance.

EXHIBIT "B"

SPECIAL REQUIREMENTS

B-1. City hereby waives Section 7.7 of the Agreement.

B-2. Consultant's Warranty and Representation of Non-Collusion. Consultant hereby represents and warrants that no official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor did any official, officer, or employee of the City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly interested, or in violation of any state or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non interest" pursuant to California Government Code Sections 1091 and 1091.5. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result or consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s), or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force and effect.

Provider Representative Initials \_\_\_\_\_



EXHIBIT "C"

SCHEDULE OF COMPENSATION

C-1.

- i. Consultant shall be compensated for the services set forth in the "Scope of Services" upon the completion of each of the various tasks outlined in the "Scope of Services" to the reasonable satisfaction of the Contract Officer and on the monthly basis set forth in Section 2.2 of this Agreement.
- ii. Consultant shall be compensated for the services set forth in the "Scope of Services" at the rate of eighty (80) dollars per hour, paid in accordance with Section 2.2 of this Agreement.



EXHIBIT "D"

SCHEDULE OF PERFORMANCE

D-1. Consultant shall perform the services requested by City pursuant to the "Scope of Services," commencing on July 1, 2010, and thereafter for the entire Term or the Extended Term of this Agreement.





**MINUTES  
CARSON CITY COUNCIL  
REGULAR MEETING  
SEPTEMBER 15, 2009**

**ITEM NO. (12) AUTHORIZATION TO ENTER INTO A CONSORTIUM AGREEMENT WITH  
LOS ANGELES NEIGHBORHOOD HOUSING SERVICES AS A PART OF THE  
NEIGHBORHOOD STABILIZATION PROGRAM 2 (NSP2) (ECONOMIC  
DEVELOPMENT)**

Economic Development General Manager Graves summarized the staff report and recommendation.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. APPROVE the Neighborhood Stabilization Program 2 Consortium Agreement.
2. AUTHORIZE the Mayor to execute the Consortium Agreement, and any subsequent amendments thereto, with LANHS for the purposes of participating as a local jurisdiction under the Neighborhood Stabilization Program 2.

ACTION: It was moved to Approve staff recommendation Nos. 1 and 2 on motion of Davis-Holmes, seconded by Ruiz-Raber and unanimously carried by the following vote:

Ayes: Mayor Dear, Mayor Pro Tem Davis-Holmes, Council Member Gipson, and Council Member Ruiz-Raber

Noes: None

Abstain: None

Absent: Council Member Santarina



**MINUTES  
CARSON CITY COUNCIL  
REGULAR MEETING  
APRIL 20, 2010**

**ITEM NO. (27) CONSIDER AUTHORIZATION TO ENTER INTO A CONSORTIUM FUNDING AGREEMENT WITH LOS ANGELES NEIGHBORHOOD HOUSING SERVICES AS A PART OF THE NEIGHBORHOOD STABILIZATION PROGRAM 2 (NSP2) (ECONOMIC DEVELOPMENT)**

This item was heard after Item No. 26 at 9:23 P.M.

Economic Development General Manager Graves summarized the staff report and recommendation.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. APPROVE the Neighborhood Stabilization Program 2 Consortium Funding Agreement with the Los Angeles Neighborhood Housing Services for the purpose of participating as a local jurisdiction under the Neighborhood Stabilization Program 2.
2. AUTHORIZE the Mayor to execute the Consortium Funding Agreement, and any subsequent agreements thereto, following approval as to form by City Attorney.

ACTION: It was moved to approve staff recommendation Nos. 2 and 2 on motion of Santarina and seconded by Ruiz-Raber.

Public Comments

Miriam Vazquez, 21413 Martin Street, Carson, California 90745.

The motion was unanimously carried by the following vote:

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



MINUTES  
CARSON CITY COUNCIL  
REGULAR MEETING  
JUNE 16, 2009

ITEM NO. (18) PUBLIC HEARING ON THE PROPOSED SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA FOR FUNDING UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) (ECONOMIC DEVELOPMENT)

**Public Hearing**

Mayor Dear declared the Public Hearing open regarding the PROPOSED SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA FOR FUNDING UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP).

**City Clerk's Report**

City Clerk Kawagoe reported that notice of the Public Hearing had been given pursuant to applicable law, including but not limited to the timely publication in English and Spanish and copy of proofs received by the City Clerk; notice to the applicants by U.S. mail to the City of Lynwood, 11330 Bullis Road, Lynwood, California 90262 and City of Carson; and postings as required by law; and other mailings as requested by individuals and organizations. The affidavits attesting to mailing and publishing such notice were on file in the City Clerk's Office. No written communications were received.

Mayor Dear directed that all affidavits of notice be made part of the record.

**Staff Report**

Economic Development General Manager Graves summarized the staff report and recommendation. He reported that, if approved, the resolution would be transmitted to the State tomorrow.

City Attorney Wynder reported that the firm of Aleshire & Wynder also serves as City Attorney for the City of Lynwood. Furthermore, that disclosed in their review of the form documents, was that they did not identify anything viewed as a potential conflict for the cities of Carson and Lynwood.

Economic Development General Manager Graves reported that the City of Gardena decided not to accept the funds at all.

### **Administration of Oath**

Mayor Dear requested that all persons wishing to testify to stand and take the Oath, which was administered by City Clerk Kawagoe.

### **Public Testimony**

Latrice Carter, 19018 Belshaw Avenue, Carson, California 90746, discussed her concern that this would be more of an issue than a benefit for Carson. She believed that there were other remedies and that the City should not add more problems that can be handled at this time.

Maria Guadalupe Manuela Reyes Adame, 8 Cactus Lane, Carson, California 90745, urged that the City Council approve the staff recommendation and invest in Scottsdale.

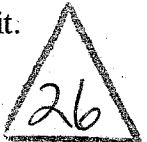
Oudie T. Wall, Jr., 8 Cactus Lane, Carson, California 90745, referred to previous comments relative to figures and money and clarified that this issue dealt with people's morals and values.

Dr. Rita Boggs, 21328 Island, Carson, California 90745, stated that she was neither in support of or against this issue and discussed the following concerns: 1) understood that there was a moratorium on foreclosures in California; 2) to not fix up homes and sell to an investor; 3) although she had no objection to using this in Scottsdale, it may make people think that the City will fix up the homes and may discourage anyone from fixing up the house.

Louis Cogut, 17701 S. Avalon Boulevard, No. 50, Carson, California 90746, echoed the previous speakers and the concerns expressed by Dr. Boggs and stated that he was neither in support of or against this issue and discussed the following concerns: 1) whether the targeted areas were just within Lynwood and Carson; 2) with respect to the cities of Lynwood and Carson, who would watch from the other side; and 3) the number of homes under consideration.

There being no further testimony to be provided, Mayor Dear declared the Public Hearing closed. He requested staff to respond to the issues raised. Whereupon, staff discussed the following issues:

- That HUD had set up standards of transparency and accountability;
- Carson was handling the administrative aspects;
- Funds would stay in Lynwood and in Carson;
- There was not a moratorium in California.
- There was more than an adequate supply of bank-owned properties that might benefit.



- That the amount of funds relative to the opportunities was relatively small; a maximum of 12-14 houses would be helped.
- Staff would return with more specific target areas.

(Council Member Gipson exited the meeting at 9:32 P.M. and reentered the meeting at 9:33 P.M.)

City Manager Groomes referred to the concern expressed that the program may become a disincentive for people and clarified the following: 1) staff intended to rehab and sell; 2) the disincentive was that properties stay foreclosed; 3) in the long-term, property tax would benefit; and 4) it would enhance nearby properties.

Mayor Dear stated that, if approved, tonight's agenda item could be used as tool to help Scottsdale. He complimented Council Member Santarina, who serves with him on the Carson Foreclosure Sub-Committee, and has been working with agencies and entities involved in the foreclosure issue. He stated that a report would be brought back to the City Council.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing.
2. APPROVE the NSP Joint Cooperation Agreement with the city of Lynwood.
3. WAIVE further reading and ADOPT Resolution No. 09-059, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING AND APPROVING THE SUBMISSION OF AN APPLICATION FOR FUNDING FROM THE STATE OF CALIFORNIA NEIGHBORHOOD STABILIZATION PROGRAM (NSP), AND THE EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO."
4. AUTHORIZE the City Manager to sign the grant agreement, and any subsequent amendments thereto, with the State of California for the purposes of this grant.

ACTION: It was moved to approved recommendation Nos. 2, 3, and 4 on motion of Dear and seconded by Gipson.

Mayor Dear amended his motion to include the deletion of the signature line for the City Manager and to add the signature line for the Mayor, in order to stay consistent with the signature policy, which was accepted by Gipson.

Upon inquiry, Economic Development General Manager Graves reported on the following issues:

- That SB 1137 defined a protracted procedure for going into the foreclosure process; places a higher onus on lenders in terms of the procedure they follow; and would slows them down. He added that a more thorough analysis would be provided to the City Council.

- That during the brief period of ownership by the City, the loss of 12 months would be more than offset with higher property tax assessment.

Upon inquiry, City Treasurer Avilla expressed her support for the City Council to approve the staff recommendation.

Economic Development General Manager Graves further discussed the following issues:

- The restriction on the sale of rehab property.
- That the majority of the neighborhoods that qualify from an income standpoint were located in south Carson; there may be some flexibility for the north Carson area; clarified that the City would not be able to take care of every foreclosure and would not try.
- That the City could inspect and refuse property.
- That the screening and selection process would come back to the City Council; the first target would be the homes owned by Fannie Mae.

The amended motion was unanimously carried by the following vote:

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

(Mayor Pro Tem Davis-Holmes exited the meeting at 9:52 P.M.)

Mayor Dear directed that the Redevelopment Agency Sub-Committee have the issue on its agenda to look at whether Scottsdale would be an appropriate use of this tool, with no objections heard.





**MINUTES  
CARSON CITY COUNCIL  
ADJOURNED REGULAR MEETING  
NOVEMBER 4, 2009**

**ITEM NO. (17) PUBLIC HEARING TO CONSIDER RESOLUTION NO. 09-121 REGARDING THE PROPOSED NEIGHBORHOOD STABILIZATION PROGRAM (NSP) INCOME REUSE PLAN; APPROVING THE PROPOSED NSP PROGRAM INCOME REUSE PLAN; AND NSP STANDARD AGREEMENT WITH THE STATE OF CALIFORNIA (ECONOMIC DEVELOPMENT)**

This item was heard after Item No. 13 at 12:02 A.M., on November 5, 2009.

**Public Hearing**

Mayor Dear declared the Public Hearing open regarding **TO CONSIDER RESOLUTION NO. 09-121 REGARDING THE PROPOSED NEIGHBORHOOD STABILIZATION PROGRAM (NSP) INCOME REUSE PLAN; APPROVING THE PROPOSED NSP PROGRAM INCOME REUSE PLAN; AND NSP STANDARD AGREEMENT WITH THE STATE OF CALIFORNIA.**

**City Clerk's Report**

City Clerk Kawagoe reported that notice of the Public Hearing had been given pursuant to applicable law, including but not limited to the timely publications, and such copies of proofs received by the City Clerk; postings as required by law and other mailings as requested by individuals and organizations. The affidavits attesting to mailing and publishing such notice are on file in the City Clerk's Office. No written communications were received.

Mayor Dear directed that all affidavits of notice be made part of the record.

**Staff Report**

City Manager Groomes and Housing and Neighborhood Development Manager Adams summarized the staff report and recommendation.

**Administration of Oath**

Mayor Dear requested that all persons wishing to testify to stand and take the Oath.

**Public Testimony**

There being no testimony to be provided, Mayor Dear declared the Public Hearing closed.

RECOMMENDATION for the City Council:

TAKE the following actions:

1. OPEN the Public Hearing, TAKE public testimony, and CLOSE the Public Hearing.
2. WAIVE further reading and ADOPT Resolution No. 09-121, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AUTHORIZING AND APPROVING THE PROGRAM INCOME REUSE PLAN FOR THE STATE OF CALIFORNIA NEIGHBORHOOD STABILIZATION PROGRAM AND ANY AMENDMENTS THERETO."
3. APPROVE the Neighborhood Stabilization Program (NSP) Program Guidelines and the NSP Rehabilitation Standards.
4. AUTHORIZE the Mayor to execute the NSP Standard Agreement #09-NSP1-6107 between the city of Carson and the California Department of Housing and Community Development.

ACTION: WITH FURTHER READING WAIVED, it was moved to PASS, APPROVE, and ADOPT Resolution No. 09-121, as read by title only, and approved staff recommendation nos. 3 and 4 on motion of Santarina, seconded by Dear and unanimously carried by the following vote:

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





**MINUTES  
CARSON CITY COUNCIL  
REGULAR MEETING  
DECEMBER 1, 2009**

**ITEM NO. (9)      CONSIDER APPROVAL OF A CONSULTING SERVICES AGREEMENT WITH CLARK CONSULTANTS TO COORDINATE THE OPERATION OF THE ACQUISITION, REHABILITATION, AND RESALE PROGRAM OF THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) (ECONOMIC DEVELOPMENT)**

RECOMMENDATION for the City Council:

TAKE the following actions:

1. APPROVE a consulting services agreement with Clark Consultants to coordinate the operation of the acquisition, rehabilitation, and resale program of the Neighborhood Stabilization Program in the cities of Carson and Lynwood, at a cost not-to-exceed \$35,000.00 per year.
2. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

ACTION: Item No. 9 was Approved on the New Business Consent Calendar on motion of Dear, seconded by Santarina and unanimously carried by the following vote:

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