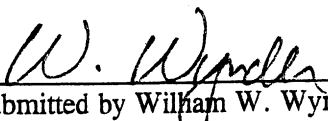





City of Carson Report to Mayor and City Council

February 1, 2011
New Business Discussion

SUBJECT: CONSIDER THE RECOMMENDATION OF CITY COUNCIL LOBBYING FIRM AD HOC SUB-COMMITTEE TO HIRE CALIFORNIA HOUSING LAW PROJECT FOR MOBILEHOME PARK LEGISLATION LOBBYIST SERVICES


Submitted by William W. Wynder
City Attorney


Approved by Clifford W. Graves
Interim City Manager

I. SUMMARY

This item is on the agenda at the direction of the City Council Lobbying Firm *Ad Hoc* Sub-Committee. This Sub-Committee consists of Mayor Jim Dear and Mayor *Pro Tem* Elito M. Santarina.

Based upon the recommendation of the Office of the City Attorney, the Sub-Committee recommends the hiring of the California Housing Law Project, coordinated by Brian Augusta, to be a part of an over-all state-wide lobbying effort, to provide mobilehome park legislative consulting services to the City of Carson and to represent the City of Carson in its support of the city's effort to correct legislative deficiencies in the state mobilehome conversion statutes (Exhibit Nos. 1-2).

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a contract services agreement in an amount not to exceed \$30,000.00 plus reasonable travel expenses, to California Housing Law Project for Mobilehome Park Legislation Lobbying Services; and
2. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

In late 2010, the City Council authorized the City Attorney and staff to solicit proposals for legislative lobbying services, for a lump-sum contract price not to exceed \$30,000.00, in an effort to secure appropriate amendments to the state law conversion statute.

Since that time, the City Attorney's office has been working with a consortium of cities and counties in a renewed effort to correct deficiencies in existing state law relating to mobilehome park conversions. Specifically, our office has been

February 1, 2011

working with the following parties regarding proposed legislation: Ventura County, Sonoma County, City of Los Angeles, City of Santa Rosa, Golden State Mobilehome Owners League, Inc. (GSMOL) and potentially the City of Chino.

In addition, the City Attorney's office has been working on crafting a proposed bill, which can be submitted to the Legislative Counsel for the purposes of preparing it in bill format and assigning it a bill number. The new legislation will, if approved, amend Government Code Section 66427.5 to add to the statute language to implement recent court of appeal opinions and to eliminate ambiguities that persist in the current statutory scheme.

In the recent court victory entitled *Colony Cove Properties, LLP v. City of Carson*, the Court of Appeals specifically invited the Legislature to “clarify the scope of [municipal] authorities and responsibilities” over mobilehome park conversions, as follows:

“We recognize that *our conclusion* – that section 66427.5 permits consideration of the results of the survey of support but not the promulgation of an ordinance requiring specific levels of resident support – *does not resolve the manner in which the City and other local agencies are to approach conversion applications*. The uncertainty derives from the statute itself, which requires local agencies to consider resident survey results but provides no guidance as to how the results may be used. *It is our hope that the Legislature will recognize the dilemma faced by local agencies* illustrated by this case and another case decided today, *Pacific Palisades Bowl Mobile Estates LLC v. City of Los Angeles*, supra, [__ Cal.App.4th __], *and act to clarify the scope of their authority and responsibilities*.” (Emphasis added.)

At the Council's direction, the City Attorney's office solicited and reviewed proposals for lobbying services. After evaluating the merits and fiscal impact of the same, the Office of the City Attorney recommended to the City Council Lobbying Firm *Ad Hoc* Sub-Committee the hiring of the California Housing Law Project, headed by lobbyist Brian Augusta, to represent the city in Sacramento.

The proposal submitted by the California Housing Law Project is as follows:

- California Housing Law Project ("CHLP") would provide consulting and lobbying services to the City of Carson in support of legislation to clarify state law regarding mobilehome park condominium conversions.
- CHLP would provide a comprehensive approach to winning passage of legislation on this controversial issue. CHLP recommends a two-pronged strategy: (1) hiring an additional lobbyist with demonstrated connections to moderate Democrats

and Republican members, and (2) developing and implementing a grassroots campaign that would mobilize the more than 700,000 mobilehome owners statewide who would benefit from this legislation.

- CHLP has prepared a detailed analysis of the potential votes in support of such a measure, based upon a variety of factors including members' prior votes on similar legislation (AB 566 (Nava, 2009) and AB 1542 (Evans, 2007), interviews with incoming members and other information about voting patterns and policy views of each of the members. CHLP has identified the swing votes in both houses, and have developed a comprehensive plan for mobilizing support among mobilehome owners and local governments in those swing districts.
- CHLP would provide the following specific services:
 1. Contract with a Sacramento-based lobbyist who would complement the lobbying efforts of other lobbyists representing interested parties including GSMOL, the city of Santa Rosa and the counties of Ventura and Sonoma. ***The lobbyist would appear on behalf of the City of Carson at all legislative hearings, represent the City of Carson in negotiations on the bill and lobby for passage of the measure throughout the process.*** The lobbyist would be jointly supervised by our firm and the City of Carson.
 2. Working with GSMOL and other mobilehome organizations develop and implement a grassroots campaign to educate mobilehome residents and local elected officials about the legislation, and mobilize them in support.
 3. Contract with GSMOL to hire a part-time grassroots coordinator with organizing experience who will help implement the grassroots campaign plan. This organizer would be supervised by our CHLP.
 4. Throughout the process, consult with the City of Carson's City Attorney and any other designated City representatives on strategy, policy and legal issues related to passage of the bill. CHLP will keep the City informed of all pertinent deadlines and hearing dates, developments on the bill and other updates as needed.
 5. CHLP will make periodic appearances before the City Council to provide updates on the progress of the bill.

The fee to engage CHLP's services through June of 2011 would be \$30,000.00. CHLP does not bill by the hour or for incidental expenses. With one exception, the proposal is a flat-fee, lump-sum proposal.

If required to travel to and from Carson, CHLP would request to be reimbursed for those expenses, subject to prior request and authorization by the City. During the term of the contract, CHLP would retain the right to perform services for others. CHLP would act as an independent contractor and not an employee, agent, or partner of the City of Carson.

V. FISCAL IMPACT

The lump-sum fee for these contract services is \$30,000.00, plus reasonable travel expenses to and from Carson if approved by the Interim City Manager. Funds for this agreement were not included in the FY 2010/11 budget; however, the expenditure of said funds were previously approved by the Council in 2010.

VI. EXHIBITS

1. About California Housing Law Project; Resume of Brian Augusta and Christine Minnehan. (pgs. 5-8)
2. Draft Agreement Between the City of Carson and California Housing Law Project For State Governmental Advocacy Services. (pgs. 9-16)

Document1

Prepared by: William W. Wynder, City Attorney

TO:Rev010511

Reviewed by:

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

Action taken by City Council

Date _____ Action _____

California Housing Law Project

Brian Augusta and Christine Minnehan
Legislative Advocacy

ABOUT US

Brian Augusta and Christine Minnehan provide legislative advocacy and advice to a variety of regional and statewide housing organizations. Our work is focused on increasing the funding for affordable housing, improving the local land use and regulatory environment for affordable housing, protecting and increasing tenants' and mobilehome owners' rights, analyzing and advising on the state budget, providing tools to code enforcement, strengthening homeless and fair housing policies, enhancing redevelopment's housing obligations, and providing policy and legal advice on land use, housing element, density bonus, inclusionary zoning, and similar policies.

CHRISTINE MINNEHAN

Christine Minnehan's practice grows out of 32 years of housing policy work in a broad range of positions in the Senate and Assembly, state regulatory agencies, Director of Legislative Advocacy for the Western Center on Law and Poverty, and full housing services to several local governments and statewide organizations such as Housing California.

Christine Minnehan & Associates began providing consulting services to local governments, rent boards, and the statewide Rent Control Consortium in 1996. CMA continues its services as a registered lobbyist for the Western Center on Law and Poverty, Housing California, the City of Santa Monica Rent Control Board, the City of West Hollywood Rent Stabilization and Housing Department, and the City of Berkeley Rent Stabilization Board.

Experience in the Area of Affordable Housing

Christine Minnehan is recognized in the state Capitol as the authority on housing bonds, rent stabilization, landlord-tenant law, relocation, redevelopment, and for her long-term relationships with legislative and administrative leadership. Specific examples of her experience:

- Developed and negotiated Prop 46, which passed with 57% approval on the 2002 ballot, at the request of Senate President John Burton. Prop 46 provided \$2.1 billion to the housing and homeless programs that she helped develop during the previous 20 years. Reviewed all the regulations to ensure that they comported with the legislation, and

worked with the state Department of Housing and Community Development (HCD) director on staging of the Notices of Funding Availability (NOFAs).

- Principal Consultant for Housing to Senate President David Roberti for 8 years; responsibilities included advising Senate leadership on all housing/tenant bills, working with rent stabilization cities to stave off preemption; working with Congress to eliminate provisions in housing bills which would have denied funds to cities with rent control; developed the Roberti Housing and Homeless Bond Act of 1988, which placed three successful bond measures on the 1988-1990 ballots, and provided thousands homes to seniors, disabled, low-income renters, first-time homebuyers, homeless and farmworkers.
- Chief advocate in enacting numerous other pieces of housing legislation, including:
 - Requiring landlords to give 60-days' notice to terminate a periodic tenancy.
 - Outlawing discrimination based on the source of tenant's income.
 - Requiring receipts for charges against security deposits.
 - Eliminated a landlord's ability to demand rent in cash.
 - Requiring extended notices for senior and disabled tenants evicted under the "Ellis Act."
 - Restored local governments' ability to require "Ellising" landlords to pay relocation.
 - Requiring eviction filing to include a copy of the lease or rental agreement.
 - Strengthened law punishing notaries participating in scams to steal homes.
 - Established protections against lien sale contractor scams.
 - Protections against retaliatory evictions for code enforcement requests.
 - Requiring dead bolts on rental dwellings.
 - Requiring secure mailboxes for residential hotel tenants.
 - Five other housing bond issues, in addition to those noted above.
- Legislative Coordinator and Chief of Research and Policy Development for the Department of Housing and Community Development. Shepherded the administration's housing package through the Legislature, and made recommendations to the Governor on which bills should be signed or vetoed.
- Staff for the Assembly Budget Committee chair. Responsible for analyzing/recommending changes to the budgets of the state housing



agencies. This budget experience is invaluable every year, but particularly now in the current fiscal crisis.

BRIAN AUGUSTA

Brian Augusta brings over 15 years experience in the field of land use and affordable housing to his policy work in the state Capitol. His experience has brought him a keen appreciation of the needs and challenges faced by affordable housing developers and low-income residents, as well as a thorough understanding of housing development and the local approval process.

Brian began working on affordable housing issues in 1991, as the director of the Sacramento Housing Alliance, a position he held for four years. In 1999, after graduating from Santa Clara University School of Law, Brian joined the staff of Legal Services of Northern California, where he worked for six years as a staff attorney. He served two years as staff to Assemblywoman Sally Lieber (D-San Jose), where he focused on mobilehome and other housing-related issues.

Today, he represents a variety of non-profit housing-related organizations in the state Capitol, including the California Rural Legal Assistance Foundation, Golden State Manufactured Homeowners' League and the California Reinvestment Coalition.

Experience in the Area of Affordable Housing

Brian is a well-respected advocate with a background in landlord-tenant, mobilehome, land use and housing element law. His housing expertise and his relationships with staff and legislators have quickly made him an influential voice in the Capitol on affordable housing issues. Specific examples of his experience:

- Primary advocate on important housing legislation including:
 - Protecting local mobilehome rent control policies.
 - Extending state preservation law that gives local governments and affordable housing developers tools to retain affordable housing.
 - Strengthening state housing element law to ensure adequate zoning for affordable housing and improving incentives and penalties for failure to comply.
 - Establishing the right of non-profit housing developers to obtain fee deferrals on affordable housing developments.
 - Encouraging planning for the needs of extremely low-income households in local housing elements.

- Expanding the supply of land zoned for affordable housing by ensuring that sites zoned for housing are protected from non-housing development.
- Improving state density bonus law.
- Represented mobilehome owners in litigation to preserve mobilehome park with long-standing infrastructure issues.
- Led community coalition in support of groundbreaking inclusionary housing policy in Sacramento County—believed to be the first inclusionary housing program in the nation to require housing affordable to minimum wage earners and other “extremely low income” households.
- Assisted in drafting and negotiating the City of Sacramento's inclusionary zoning ordinance, requiring that a certain percentage of all new housing created in Sacramento is affordable to low and very low-income households.

**AGREEMENT BETWEEN THE CITY OF CARSON
AND THE CALIFORNIA HOUSING LAW PROJECT, A _____,
FOR STATE GOVERNMENTAL ADVOCACY SERVICES**

This Agreement entered into this 1st day of February, 2011, by and between the CITY OF CARSON, a Municipal Corporation organized under the laws of the State of California hereinafter called, "City" and the CALIFORNIA HOUSING LAW PROJECT, a _____, hereinafter called "Consultant."

RECITALS

WHEREAS, the City wishes to extend its existing contract for services with Consultant so that Consultant will represent the City interests on a number of issues before the State Legislature, the Governor's office and State Administrative agencies; and

WHEREAS, the City is seeking to obtain professional consulting and governmental advocacy services to specifically assist it achieve successful passage of reform of Government Code Section 66427.5, relating to mobilehome park conversions, which is acceptable to the City; and

WHEREAS, Consultant has employed personnel who are specially trained, and/or possess certain skills, experience, education, contacts and competency required to advocate the City's interests with government officials in Sacramento, CA; and

WHEREAS, the City desires to engage Consultant in the performance of governmental advocacy and consulting services upon the terms and conditions herein provided.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. PROFESSIONAL SERVICES TO BE PERFORMED BY CONSULTANT

The City hereby agrees to engage Consultant, and Consultant agrees to provide professional consulting advice and governmental advocacy to City as hereinafter set forth.

2. SCOPE OF CONSULTANT'S PROFESSIONAL SERVICES PROVIDED UNDER THE CONTRACT

Consultant will perform services for the City in accordance with the terms, conditions and specifications set forth herein.

The Consultant's Scope of Work under this contract includes the following:

- Consultant shall be the City's lobbyist on all State matters, which shall require him to communicate, collaborate and coordinate the City's legislative advocacy



strategies designed to secure successful passage of state legislative, administrative and budgetary enactments.

- Assist the City obtain effective access to key legislative leaders and appointed decision makers in Sacramento, CA in order to secure successful passage of some reform of Government Code section 66427.5 acceptable to the City.
- Alert the City as to the dates and times of key legislative committee hearings during which these bills are considered with the goal of marshalling the City's efforts in support of legislative actions critical to the successful implementation of the City's strategies and goals
- Secure successful passage of mobilehome park conversion reform by a majority of members in both legislative houses, and upon passage of such reform obtain the signature of the Governor of the State of California enacting such legislation into law.

Consultant understands that the City utilizes a team approach which may require him to communicate simultaneously with such persons as the Interim City Manager, Housing Program Manager, City Attorney, and others to coordinate efforts. Consultant understands he will be called upon to communicate and be accessible by phone, fax, electronic mail, and that such incidental costs shall be borne by Consultant, except as otherwise provided herein. It is critical that Consultant be responsive when contacted by City staff and return calls as soon as practical.

Consultant also understands that a significant amount of legislative advocacy will be done on a personal face to face basis, which will require him to travel to the State Capitol in Sacramento weekly, or almost weekly, basis during the course of this contract, and that such travel costs shall be borne by Consultant.

3. **INDEPENDENT CONTRACTOR**

The parties agree that the City is interested only in the results obtained and that the Consultant shall perform as an independent contractor with sole control of the manner and means and methods of work which shall not be subject to the control or supervision by City except as to results of the work.

No relationship of employer and employee is created by this contract. It is expressly understood and agreed by the parties that Consultant's employees shall in no event be entitled to any benefits to which the City's employees are entitled, including but not limited to, overtime, sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this contract, Consultant in the performance of its obligation hereunder, is subject to the control or direction of the City merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this contract, any third persons are employed by Consultant, such persons will be entirely and exclusively under direction, supervision and control of Consultant. All terms of employment of such third persons will be determined by Consultant, and the City will have no right or authority over such persons or the terms of such employment, except as provided in this contract.

The Consultant will comply with applicable provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, and Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the City for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Contract.

4. NON-ASSIGNABILITY

Consultant will not assign this Contract or any portion thereof, to a third party without the prior written consent of the City, and any attempted assignment without such prior written consent will be null and void and will be cause, at City's sole and absolute discretion, for immediate termination of this Contract.

5. TERM

This Contract will be in effect beginning February 1, 2011 and concluding at the close of business on June 30, 2011 ("Term"), unless otherwise extended, and shall be subject to all the terms and conditions set forth herein. Continuation of the contract beyond this initial Term is subject to the appropriation of additional funds for such purpose by the City Council. If funds to effect such continued payment are not appropriated by the City Council, the City may terminate this project as thereby affected and Consultant will relieve the City of any further obligation therefore.

6. COMPENSATION AND EXPENSES

City shall pay the Consultant for professional consulting and governmental advocacy services performed in accordance with the terms of this Agreement in the amount of \$15,000 upon the execution of this Agreement by all parties and \$15,000 on or about June 30, 2011. The total amount of compensation paid to the Consultant shall not exceed the sum of \$30,000 during the term of the Agreement.

Consultant shall be entitled to all reasonable out of pocket travel expenses if approved in advance by the Interim City Manager. It is expected that Consultant shall be required to be present at one or more City Council meetings in Carson, CA, and Consultant shall be reimbursed for mileage to/from meetings at standard rates



approved by the IRS. In the event that Consultant anticipates billing any such expenses to the City, Consultant shall give City reasonable advance notice prior to incurring the expenses.

7. TERMINATION

The Interim City Manager may terminate this contract at any time for any reason by providing 30 days' advance written notice to Consultant. In the event of termination under this paragraph, Consultant will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this contract. This right of termination belonging to the City may be exercised without prejudice to any other remedy which it may be entitled at law or under this contract.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this contract will be at the sole risk of the Consultant. Consultant agrees to defend, indemnify, and save harmless the City against any and all claims, lawsuits, whether against Consultant, City or others, judgments, debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by Consultant, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of the City.

Consultant agrees to waive all rights of subrogation against the City for losses arising directly or indirectly from the activities and/or work covered by this contract.

9. EQUAL OPPORTUNITY

No person will on the grounds of race, color, national origin, religious affiliation or non-affiliation, sex, age, handicap, disability, or political affiliation, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Contract.

Consultant will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract.

10. INVESTIGATION AND RESEARCH

Consultant by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by the City or any of its officers, agents or employees, except as provided herein.

11. **CONTRACT MONITORING AND REPORTING**

The City will have the right to review the work being performed by the Consultant under this Contract at any time during Consultant's usual working hours. This Contract will be administered by the City Manager, or his authorized representative.

The Consultant shall provide brief written summary reports to the City Manager summarizing the status and progress of the Consultant's Scope of Work efforts enumerated under Section 3 of this Contract.

12. **ADDENDA**

The City may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation which are mutually agreed upon by and between the City and Consultant will be effective when incorporated in written amendments to this Contract.

13. **CONFLICT OF INTEREST**

Consultant covenants that Consultant presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.

14. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by Consultant under this Contract which the City requests in writing to be kept confidential, will not be made available to any individual or organization by Consultant without the prior written approval of the City except as authorized by law.

15. **NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO CITY: Cliff Graves, Interim City Manager
 City of Carson
 701 E. Carson Street
 Carson, California 90745-2224

With copy to:
William W. Wynder, City Attorney

South Bay Centre
1515 W. 190th Street, #565
Gardena, Ca 90248

TO CONSULTANT: BRIAN AUGUSTA
CALIFORNIA HOUSING LAW PROJECT
1553 36TH STREET
SACRAMENTO, CALIFORNIA 95816

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

15. **MERGER CLAUSE**

This Contract supersedes any and all other contracts, either oral or written, between Consultant and the City, with respect to the subject of this contract. This contract contains all of the covenants and contracts between the parties with respect to the services required hereunder. Consultant acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of the City except those covenants and contracts embodied in this contract. No contract, statement, or promise not contained in this contract will be valid or binding.

16. **GOVERNING LAW**

This contract is entered into in the City of Carson, California. The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties under this contract, will be construed pursuant to and in accordance with the laws of the State of California.

17. **SEVERABILITY OF CONTRACT**

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the contract terms will remain in full force and effect and will not be affected.

18. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the City in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this contract.

19. **COMPLIANCE WITH LAWS**

Each party to this contract will comply with all applicable laws.

20. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this contract will be construed to be both a covenant and a condition.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have executed this Contract.

BY "CITY"

ATTEST:

CITY OF CARSON, CALIFORNIA

By: _____
City Clerk

By: _____
Mayor, City of Carson

APPROVED AS TO FORM

By: _____
William W. Wynder, City Attorney

BY CALIFORNIA HOUSING LAW
PROJECT

_____ by: _____
Brian Augusta

Tax Identification #