




# City of Carson Report to Mayor and City Council

April 19, 2011  
New Business Consent

**SUBJECT: CONSIDER APPROVAL OF A ONE-YEAR CONTRACT EXTENSION TO THE AGREEMENT WITH MDG ASSOCIATES, INC., TO PROVIDE INSPECTION SERVICES RELATED TO THE NEIGHBORHOOD PRIDE AND THE COMMERCIAL REHABILITATION PROGRAMS**

  
Submitted by Clifford W. Graves  
Economic Development General Manager

  
Approved by Clifford W. Graves  
Interim City Manager

## THIS IS A JOINT AGENDA ITEM

### I. SUMMARY

At the meeting of June 15, 2010, the City Council approved (Exhibit No. 1) an agreement with MDG Associates, Inc. (MDG) for inspection and project coordination services that will expire June 7, 2011. That agreement contained the option to extend the agreement for one additional year, or until June 7, 2012. The 2010-2011 agreement was for an amount not to exceed \$268,800.00. The option to renew this agreement for an additional year provides that the services for that year shall likewise be for an amount not to exceed \$268,800.00. Authorization to exercise the option to renew this agreement until June 7, 2012 is requested at this time.

### II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a one-year contract extension to the consultant retainer agreement with MDG Associates, Inc., in an amount not to exceed \$268,800.00.
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

Contract inspection and related services in connection with the city of Carson's residential rehabilitation program (Neighborhood Pride Program, or NPP) have been provided since 2001, and the most recent agreement was approved by the City Council in 2010. The scope of work for this assignment includes:

- Evaluating residents' applications;
- Preparing written work description for each project;

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- Preparing bid packages;
- Conducting pre-construction meetings with contractors;
- Performing initial inspections of work in progress; and
- Certifying the completion of projects.

During the past five fiscal years, the NPP has, with the assistance of the inspection contractor, processed and completed the rehabilitation of 393 residential units (single-family homes as well as mobilehomes) at a cost of \$2,768,214.00 (or an average of \$7,043.80 per unit).

The scope of project work focuses on health and safety issues related to the structure: plumbing, heating, electrical, foundation, and pest infestation issues. In addition, the program addresses basic cosmetic improvements related to the structure, and garage if applicable. The Economic Development Work Group maintains a current list of general contractors who bid competitively for these rehabilitation projects. At its inception in 1983, the NPP was offered to residents of the city's Community Development Block Grant (CDBG) target areas. The program was subsequently expanded citywide to encompass all residents who meet the income eligibility criteria.

The commercial rehabilitation program is also part of this agreement. This program has expanded, and demand for the program has increased, as a result of recent program changes. A particular area of emphasis is the revitalization of Carson Street pursuant to the Carson Street Master Plan. As a result of a substantial amendment to the FY 2010/11 Annual Action Plan approved by the City Council in January 2011 (Exhibit No. 2), \$500,000.00 in CDBG funds has been allocated to the commercial rehabilitation program in the current program year, and an additional \$500,000.00 has been included in the FY 2011/12 Annual Action Plan that was approved by the City Council on March 16, 2011 (Exhibit No. 3).

Since the residential and commercial rehabilitation programs use CDBG funds, the personnel involved must be familiar with the legal requirements of that funding source. The contractor may also conduct monitoring for prevailing wage compliance on all commercial projects in accordance with federal and state regulations.

A draft of the proposed consultant retainer agreement extension with MDG Associates, Inc. is included as Exhibit No. 4.

V. FISCAL IMPACT

Should the City Council approve the \$268,800.00 consultant retainer agreement extension with MDG Associates, Inc., funds will be included in the proposed FY 2011/12 budget, in the Community Development Block Grant (CDBG) Fund, and in the Redevelopment Agency Low-/Moderate-Income Housing Funds, as follows:

15-70-760-188-6005:	30% (\$ 80,640.00)
33-70-710-003-6005:	28% (\$ 75,264.00)
34-70-710-003-6005:	42% (\$112,896.00)

VI. EXHIBITS

1. Minutes, June 15, 2010, Item 3. (pg. 4)
2. Minutes, January 18, 2011, Item 19. (pgs. 5-6)
3. Minutes, March 16, 2011, Item 22. (pgs. 7-12)
4. Draft Consultant Retainer Agreement, Carson Redevelopment Agency/MDG Associates, Inc. (pgs. 13-24)

Prepared by: Keith Bennett

TO:Rev010511

Reviewed by:

<u>City Clerk</u>	<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 \_\_\_\_\_

\_\_\_\_\_



**MINUTES  
CARSON CITY COUNCIL  
REGULAR MEETING  
JUNE 15, 2010  
5:00 P.M.**

**ITEM NO. (3) CONSIDER APPROVAL OF A CONSULTANT RETAINER AGREEMENT WITH MDG ASSOCIATES, INC., TO PROVIDE INSPECTION SERVICES RELATED TO THE NEIGHBORHOOD PRIDE PROGRAM AND THE COMMERCIAL REHABILITATION PROGRAM (ECONOMIC DEVELOPMENT)**

**THIS IS A JOINT AGENDA ITEM WITH AGENCY ITEM NO. 1**

This item was heard after Council Item No. 26 / Agency Item No. 6 at 10:11 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 proposed one-year Consultant Retainer Agreement with MDG Associates, Inc., in an amount not to exceed \$268,800.00, with an option to renew for an additional term of one year at the city's discretion.
2. AUTHORIZE the Mayor to execute the agreement following approval as to form by the City Attorney.

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

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

Noes: None

Abstain: None

Absent: None

**ITEM NO. (19) PUBLIC HEARING TO CONSIDER A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FY 2010/11 ANNUAL ACTION PLAN (ECONOMIC DEVELOPMENT)**

This item was heard after Item No. 21 at 12:04 A.M., on January 19, 2011.

**Public Hearing**

Mayor Dear declared the Public Hearing open **TO CONSIDER A SUBSTANTIAL AMENDMENT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT FY 2010/11 ANNUAL ACTION PLAN.**

**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, and such copy of proof 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 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**

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

(Council Member Gipson exited and reentered the meeting at 12:05 A.M., on January 19, 2011.)

**Administration of Oath**

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

There being no persons wishing to testify, 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. AUTHORIZE the reallocation of funds within the FY 2010/11 Annual Action Plan budget as follows:
  - a. Revise the estimate of unexpended prior year funds from \$525,000.00 to \$253,853.00.
  - b. Decrease the allocation for Mobilehome Park Acquisition from \$600,000.00 to \$0.00.
  - c. Decrease the allocation for Removal of Architectural Barriers from \$185,000.00 to \$113,853.00.
  - d. Increase the allocation for the Commercial Loans and Grants Program from \$100,000.00 to \$500,000.00
3. APPROVE the submission of a Substantial Amendment to the FY 2010/11 Annual Action Plan to the U. S. Department of Housing and Urban Development

ACTION: It was moved to approve staff recommendation Nos. 1, 2, and 3 on motion of Ruiz-Raber, seconded by Gipson and unanimously carried by the following vote:

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



**ITEM NO. (22) PUBLIC HEARING TO CONSIDER THE PROPOSED ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2011/12, AND DRAFT 2011/2012 ANNUAL ACTION PLAN (ECONOMIC DEVELOPMENT)**

This item was heard at 7:41 P.M.

**Public Hearing**

Mayor Dear declared the Public Hearing open **TO CONSIDER THE PROPOSED ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR FISCAL YEAR 2011/12, AND DRAFT 2011/2012 ANNUAL ACTION PLAN.**

**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, and such copy of proof 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 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**

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

**RECESS:** The City Council was Recessed at 7:55 P.M. by Mayor Dear to allow groups to organize its spokespersons.

**RECONVENE:** The City Council was Reconvened at 8:09 P.M. by Mayor Dear with all members previously noted present.

**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**

The following persons, being previously sworn, testified before the City Council about the benefits of his/her program:

Lea Asi, 23742 S. Main Street, Carson, California 90745, representing Samoan-American Senior Citizens Involvement, Inc., requested funding at last year's level of \$10,000.

Cyndy Lum, 340 W. 225<sup>th</sup> Street, Carson, California 90745, representing Child Guidance Program.

Miesha Warren-James, 357 E. Centerview Drive, Carson, California 90746, representing Gang Alternative Program (GAP), requested an increase in the funding recommended by the Citywide Advisory Commission or funding at last year's level.

(Council Member Gipson exited the meeting at 8:19 P.M.)

Ronald Shimokaji, 1512 E. Carson Street, Sp. 135, Carson, California 90745, representing the Samoan Federation of America.

(Council Member Gipson reentered the meeting at 8:21 P.M.)

Cherie Ellis, 11426 Gale Avenue, Hawthorne, California 90250, representing Gang Alternative Program (GAP).

Belen Mejia, 1346 McDonald Avenue, Wilmington, California 90744, representing Gang Alternative Program (GAP).

Dimmery Davis, 2018 W. 82<sup>nd</sup> Street, Los Angeles, California 90044, representing Gang Alternative Program (GAP).

Alex Cainglet, 326 Palm Court, Carson, California 90745, representing Philippine Independence Day Foundation, requested the trustees to stand and be recognized and requested that the City Council consider the full amount requested.

Wilma Wilson, 19306 Harlan Avenue, Carson, California 90746, representing Peace and Joy Care Center, requested to remain at last year's funding.

Michael Ballue, 1334 Post Avenue, Torrance, California 90501, representing the National Council on Alcoholism & Drug Dependence – South Bay, requested an increase in funding.

Freddie Gomez discussed the benefits of the partnership between National Council on Alcoholism and Drug Dependence – South Bay and Victory Outreach

John Merryman, representing the South Bay Family Healthcare Center, stated that he was glad for the allocation of \$10,000 and would be happy with \$15,000.

SueAnn Abena, 309 W. Opp Street, Wilmington, California 90744, representing Gang Alternatives Program, requested that the City Council reconsider their requested amount.



June Pouesi, 20715 S. Avalon Boulevard, No. 200, Carson, California 90746, representing the Office of Samoan Affairs and expressed her appreciation for the recommended amount.

Dr. Jenny Batongmalaque, 23247 S. Main Street, requested funding in the amount of \$28,000.

Marvin Clayton, 426 W. Carson Street, No. 6, Carson, California 90745, Executive Director, Apollo West Carson Players, requested additional funding.

There being no further persons wishing to testify, Mayor Dear declared the Public Hearing closed.

**RECESS:** The City Council was Recessed at 8:55 P.M. by Mayor Dear at the request of staff and to a continued Closed Session.

**RECONVENE:** The City Council was Reconvened at 9:46 P.M. by Mayor Dear with all members previously noted present.

**CLOSED SESSION REPORT:**

City Attorney Wynder reported the Closed Session Report as follows:

Council Item No. 2

Administrative Services General Manager Acosta briefed the City Council on a proposal received from the AFSCME part-time employees.

Item No. 22 (Continued)

Deliberation

Interim City Manager/Economic Development General Manager Graves responded to questions raised by the City Council.

A discussion ensued regarding proposed funding allocations.

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 submission of the 2011-2012 Annual Action Plan to the U.S. Department of Housing and Urban Development.
3. APPROVE the proposed FY 2011/12 (PY 2011) CDBG budget.

4. ALLOCATE the \$178,055.00 in CDBG public services funding for FY 2011/12 (PY 2011) among the providers as designated by the City Council.

ACTION: It was moved to fund the organizations as recommended by the Citywide Advisory Committee on motion of Dear and seconded by Davis-Holmes as follows:

PY 2011-2012 Applicants	Amount Recommended by Citywide Advisory Commission
Apollo West Theatre and Drama Workshop	7,500
Erasto R. Batongmalaque Foundation/Filipino Veterans Foundation	7,500
Boys and Girls Club of Carson	12,683
Bridges Community Economic Development Corporation	8,183
Carson Coordinating Council/Carson Child Guidance Program	15,183
The Children's Clinic	7,683
El Nido Family Centers	13,183
Gang Alternatives Program	7,683
Gardena-Carson Family YMCA	10,183
Los Angeles County Sheriff's Department Carson Gang Diversion Team	8,183
Milestones Family Learning Center	7,683
Millennium Momentum Foundation	7,500
National Council on Alcoholism & Drug Dependence – South Bay	7,500
Office of Samoan Affairs	10,683
Peace and Joy Care Center	13,183
Philippine Independence Day Foundation	7,500
Samoan American Senior Citizens Involvement, Inc.	8,183

Samoan Federation of America	7,683
South Bay Family Healthcare Center	10,183
<b>Total (Amount Available: \$178,055)</b>	<b>178,062</b>

**Substitute Motion**

Council Member Ruiz-Raber offered a substitute motion to fund the organizations as follows, seconded by Gipson and unanimously carried by the following vote:

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

PY 2011-2012 Applicants	Amount Recommended by Citywide Advisory Commission
Apollo West Theatre and Drama Workshop	9,500
Erasto R. Batongmalaque Foundation/Filipino Veterans Foundation	9,588
Boys and Girls Club of Carson	12,683
Bridges Community Economic Development Corporation	8,588
Carson Coordinating Council/Carson Child Guidance Program	17,771
The Children's Clinic	7,683
El Nido Family Centers	13,183
Gang Alternatives Program	10,683
Gardena-Carson Family YMCA	8,183
Los Angeles County Sheriff's Department Carson Gang Diversion Team	8,183
Milestones Family Learning Center	0
Millennium Momentum Foundation	7,500



National Council on Alcoholism & Drug Dependence – South Bay	7,500
Office of Samoan Affairs	10,683
Peace and Joy Care Center	13,183
Philippine Independence Day Foundation	7,500
Samoan American Senior Citizens Involvement, Inc.	8,183
Samoan Federation of America	7,683
South Bay Family Healthcare Center	10,183
<b>Total (Amount Available: \$178,055)</b>	<b>178,055</b>

**RECESS:** The City Council was Recessed at 10:47 P.M. by Mayor Dear at the request of staff.

**RECONVENE:** The City Council was Reconvened at 11:06 P.M. by Mayor Dear with all members previously noted present for Item No. 22, at the request of staff.

**Item No. 22 (Continued)**

Interim City Manager/Economic Development General Manager Graves referred to Item No. 22 and informed the City Council that staff recommendation Nos. 2 and 3 required action.

(Council Member Ruiz-Raber exited and reentered the meeting at 11:07 P.M.)

It was moved to approve staff recommendation Nos. 2 and 3 on motion of Dear, seconded by Gipson and unanimously carried by the following vote:

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



## CONSULTANT RETAINER AGREEMENT

(Carson Redevelopment Agency/  
MDG Associates, Inc.)

THIS CONSULTANT RETAINER AGREEMENT is made as of June 7, 2011 (this Agreement), by and between the Carson Redevelopment Agency, a body corporate and politic (Agency), and MDG Associates (Consultant).

### RECITALS

A. Agency has determined that it requires the services of a private contractor to perform inspection and project coordination tasks necessary for the housing and commercial redevelopment programs and as described in the Request for Proposals, Residential and Commercial Inspection and Project Coordination Services, dated May 10, 2010, the proposal submitted by Consultant as described on Exhibit A, and the items attached thereto and incorporated herein by reference.

B. Agency desires to retain Consultant as an independent contractor to provide such services on an as needed basis.

C. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of performance by the parties of the promises, covenants, and conditions herein contained, the parties hereto agree as follows:

#### 1. Consultant's Services.

A. **Scope and Level of Services.** The nature, scope and level of the specific services to be performed by Consultant are as set forth in Exhibit A hereto and by this reference incorporated herein. Consultant shall provide such services on an as needed basis when given written instruction to do so by the Contract Administrator (as defined in Section 4 below).

B. **Time of Performance.** The services shall be performed in a timely, regular basis in accordance with the written instruction of the Contract Administrator. Time is of the essence in the performance of this Agreement.

C. **Standard of Care.** As a material inducement to Agency to enter into this Agreement, Consultant hereby represents and warrants that it has the experience necessary to undertake the services to be provided herein.

D. **Compliance with Law.** All services rendered hereunder by Consultant shall be provided in accordance with all applicable ordinances, resolutions, statutes, rules, and regulations of Agency and any federal, state or local governmental agency having jurisdiction in effect at the time service is rendered.

[MORE]

EXHIBIT NO. 4



2. **Term of Agreement.** This Agreement is effective on the date set forth in the initial paragraph of this Agreement and shall remain in effect for a period of one (1) year unless earlier terminated pursuant to Section 14.

3. **Compensation.** Agency agrees to compensate Consultant for its services according to the fee and payment schedule set forth in Exhibit A. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Maximum Amount designated on Exhibit A hereto unless specifically approved in advance, in writing, by Agency.

4. **Representatives.**

A. **Project Manager.** The Project Manager for the services required under this Agreement is hereby designated as Rudy Munoz, who is a representative of Consultant and authorized to act in its behalf with respect to the services specified herein. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Project Manager were a substantial inducement for Agency to enter into this Agreement. Therefore, the foregoing Project Manager 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. The foregoing Project Manager may not be changed by Consultant without the express written approval of Agency.

B. **Contract Administrator.** The Contract Administrator and Agency's representative shall be the person designated as Executive Director of the Agency or the Economic Development General Manager of the City of Carson, or in his or her absence, an individual designated in writing by the Executive Director of the Agency or the Economic Development General Manager of the City of Carson. If no Contract Administrator is so designated, the Economic Development General Manager shall be the Contract Administrator. It shall be Consultant's responsibility to assure that the Contract Administrator is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions which must be made by Agency to the Contract Administrator. Unless otherwise specified herein, any approval of Agency required hereunder shall mean the approval of the Contract Administrator.

5. **Standard of Performance.** Consultant shall perform all work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

6. **Ownership of Work Product.** All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of Agency without restriction or limitation upon its use or dissemination by Agency. The Agency acknowledges the Consultant's designs and construction documents, including electronic files as instruments of professional service.

7. **Status as Independent Contractor.** Consultant is, and shall at all times remain as to Agency, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of Agency or otherwise act on behalf of Agency as an

agent. Neither Agency nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner employees of Agency. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold Agency harmless from any and all taxes, assessments, penalties, and interest asserted against Agency by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold Agency harmless from any failure of Consultant to comply with applicable workers' compensation laws. Agency shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to Agency from Consultant as a result of Consultant's failure to promptly pay to Agency any reimbursement or indemnification arising under this section.

**8. Confidentiality.** Employees of Consultant, in the course of their duties, may have access to financial, accounting and statistical data provided by Agency. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by Agency. Agency shall grant such authorization if disclosure is required by law. Upon request, all Agency data shall be returned to Agency upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. This provision shall not apply to information in whatever form that comes into the public domain, nor shall it restrict Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for Consultant to defend themselves from any suit or claim.

**9. Conflict of Interest.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid representation of any matter for another person or entity which would come before the City or the Agency during such time as he is engaged by the Agency pursuant to this Agreement. Consultant agrees not to accept any employment or representation during the term of this Agreement which is likely to make Consultant "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by Agency on any matter in connection with which Consultant has been retained pursuant to this Agreement. Nothing in this section shall, however, preclude Consultant from accepting other engagements with Agency or the City of Carson.

Notwithstanding the previous paragraph, Agency specifically grants Consultant permission to bid on and accept work from individual tenants or prospective tenants of redevelopment projects within the City of Carson, provided, however that the Consultant notifies the Project Administrator prior to submission of a proposal for such work. Upon submission, the Project Administrator may take whatever action necessary to remain in compliance with the

previous paragraph, including terminating Consultant's Agreement or current project or assignment for the Agency.

**10. Warranty and Representation of Non-Collusion.** No official, officer, or employee of the City or Agency has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the City or Agency 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 or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly 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 warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Agency or City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. 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 Agency or 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 or effect.

Consultant: Initials \_\_\_\_\_

**11. Indemnification.**

A. Consultant agrees to indemnify, hold harmless and defend Agency, the city of Carson (City), and their respective officers, employees, volunteers, and agents serving as independent contractors in the role of City or Agency officials (collectively, "Indemnitees"), from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, including but not limited to death or injury to any person and injury to any property, resulting from willful misconduct, negligent acts, errors or omissions of Consultant or any of its officers, employees, or agents.

B. Agency does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by Agency, or the deposit with Agency, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

## 12. Insurance.

A. **Liability Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Consultant, his/her agents, representatives, employees or subcontractors.

B. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001)
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. **Minimum Limits of Insurance.** Consultant shall maintain limits no less than:

- (1) **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
- (3) **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

D. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by Agency. At the option of Agency's Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Agency, its officers, officials, employees and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. **Other Insurance Provisions.** The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (1) Agency, its officers, officials, employees, agents and volunteers are to be covered as insureds as respects liability arising out of: activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, occupied or



used by Consultant; or automobiles owned, leased, hired or borrowed by Consultant or professional services provided by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officers, officials, employees, agent or volunteers.

- (2) For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects Agency, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Agency, its officers, officials, employees, agents or volunteers shall be excess of Consultant's insurance and shall not contribute with it.
- (3) Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to Agency, its officers, officials, employees, agents or volunteers.
- (4) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to Agency.

F. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A, unless waived by Agency's Risk Manager.

G. **Verification of Coverage.** Consultant shall furnish Agency with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bond coverage on its behalf. The endorsements are to be on forms provided by Agency. All endorsements are to be received and approved by Agency before work commences. As an alternative to Agency forms, Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

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

**13. Cooperation.** In the event any claim or action is brought against Agency relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which Agency might require.

**14. Termination.**

A. Agency shall have the right to terminate the services of Consultant at any time for any reason on seven (7) calendar days written notice to Consultant. In the event this Agreement is terminated by Agency, Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect, and Consultant shall have no other claim against Agency by reason of such termination, including any claim for compensation.

B. Consultant shall have the right to terminate this Agreement at any time for any reason on seven (7) calendar days written notice to Agency, and Consultant shall be paid for services satisfactorily rendered to the last working day this Agreement is in effect.

**15. Suspension.** Agency may, in writing, order Consultant to suspend all or any part of Consultant's services under this Agreement for the convenience of Agency or for work stoppages beyond the control of Agency or Consultant. Subject to the provisions of this Agreement relating to termination, a suspension of the services does not void this Agreement.

**16. Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during receiving party's regular business hours or by facsimile before or during receiving party's regular business hours; or (b) on the second business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

Agency:

Carson Redevelopment Agency  
1 Civic Plaza, Suite 500  
Carson, CA 90745  
Attention: Clifford Graves, Economic Development General Manager  
Phone: (310) 233-4800  
Fax: (310) 233-4832

Consultant:

MDG Associates, Inc.  
10722 Arrow Route, Suite 822  
Rancho Cucamonga, California 91730  
Attention: Rudy Munoz, Principal  
Phone: (909) 476-9696  
Fax: (909) 476-6086

**17. Nondiscrimination and Equal Employment Opportunity.** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. Consultant will take affirmative action to ensure that employees are treated without regard to

their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

**18. Assignability; Subcontractor.** Consultant shall not assign, transfer, or subcontract any interest in this Agreement or the performance of any of Consultant's obligations hereunder, without the prior written consent of Agency, and any attempt by Consultant to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be void and of no effect.

**19. Compliance with Laws.** Consultant shall comply with all applicable laws, ordinances, code and regulations of the federal, state, and local governments. Consultant shall obtain and maintain a valid City business license.

**20. 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.

**21. 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.

**22. 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.

**23. Non-Waiver of Terms, Rights and Remedies.** Waiver by either party to this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by Agency of any payment to Consultant constitute or be construed as a waiver by Agency of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by Agency shall in no way impair or prejudice any right or remedy available to Agency with regard to such breach or default.

**24. Attorney's Fees.** In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees. The venue for any litigation shall be Los Angeles County. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation

providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted this Agreement or who drafted that portion of the Agreement.

**25. Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provision of any Exhibit or document incorporated herein by reference, the provisions of this Agreement shall prevail.

**26. Dispute Resolution.** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Agency and the Consultant agree that all disputes between the arising out of or relating to this agreement or a project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

**27. Entire Agreement.** This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Agency and Consultant. This Agreement supercedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision of breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Agency

CARSON REDEVELOPMENT AGENCY

ATTEST:

By: \_\_\_\_\_  
Agency Secretary Helen Kawagoe

By: \_\_\_\_\_  
Chair Jim Dear

Approved as to form:

ALESHIRE & WYNDER, LLP

Consultant  
MDG ASSOCIATES, INC.

By: \_\_\_\_\_  
Agency Counsel

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

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

## EXHIBIT A

Scope and Level of Service At the direction of the Contract Administrator, Consultant shall assist agency in the administration of its Commercial Rehabilitation Program and Carson Residential Rehabilitation Program as described in the Agency's proposal and Consultant's bid attached hereto and by this reference incorporated herein. Consultant shall provide administration and inspection services related to reviewing applications, preparing work write-ups, front counter assistance, initial inspections, pre-construction meetings, notary services, progress inspections and complete project inspections. Consultant shall comply and assist City in complying with all state and federal requirements, including Davis-Bacon monitoring in accordance with regulations of the Department of Housing and Urban Development. Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

Consultant's scope of services and duties shall include but not be limited to:

1. Initial Inspection. Consultant shall initially inspect property to identify rehabilitation items eligible under current program guidelines.
2. Description of Work. Consultant shall describe the work to be completed based on the initial inspection of the property. The description will be created summarizing the items identified in the initial inspection including a construction cost estimate.
3. Bid Procedure. Consultant shall compile information for projects that will be used to implement the bid process.
4. Assist with Contractor Selection. Consultant shall provide assistance to homeowners with contractor selection based on information provided by the homeowner to City staff. Assistance shall be made available for the selection process and execution of the work agreement.
5. Coordinate and Monitor Job Progress. Consultant shall inspect the property to determine the progress of the work and homeowner satisfaction. Consultant shall maintain a written log of inspections and comments.
6. Authorize Progress Payments. Based on results of inspections and homeowner satisfaction with the work performed, Consultant shall authorize progress and final payments to the contractor.
7. Case File Completion. Consultant shall complete all paperwork needed to complete and close-out project. Consultant's case file shall include a completed check-off list.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Rudy E. Munoz.

[MORE]

EXHIBIT NO. A-1



The Agency's Contract Administrator shall be Clifford Graves, the Economic Development General Manager of the City of Carson.

Compensation: The Agency shall compensate Consultant on an hourly basis as set forth below. The hourly fees are inclusive of all normal business overhead (i.e. travel, telephone, fax).

The fees are as follows:

President	\$95.00
Vice President	\$85.00
Senior Associate	\$80.00
Associate	\$65.00
Project Assistant	\$50.00
Secretary	\$35.00

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task per the agreed upon scope of services, including any reasonable authorized reimbursable costs. Agency shall compensate Consultant only upon presentation of such itemized invoice. All reimbursable items are billed at Cost plus 10%.

Maximum Amount: \$268,800.00 as approved by the Board of Directors of the Agency on April 19, 2011.