



City of Carson Report to Redevelopment Agency

June 7, 2011
New Business Consent

SUBJECT: CONSIDER AUTHORIZATION TO RENEW CONSULTANT CONTRACTS TO PROVIDE REDEVELOPMENT SERVICES ON AN AS-NEEDED BASIS FOR FISCAL YEARS 2011/12 AND 2012/13

Submitted by Clifford W. Graves
Economic Development General Manager

Approved by Clifford W. Graves
Interim Executive Director

I. SUMMARY

The Redevelopment Agency (Agency) is being asked to amend various contracts for the services of several consultants and renew others to implement the goals of the Agency (Exhibit Nos. 1-7). Staff will need to continue to work with these consultants to implement the heavy work load and complete the Agency's multitude of projects. Due to the need for specialized expertise, reliance on consultants to assist the Agency with project implementation continues to be a necessity. The amounts listed are a not-to-exceed amount and will likely not be expended in total. The services of each of these consultants may not be used but will be available to Agency staff as projects are implemented in the most time sensitive manner possible.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the attached list of consultants.
2. AUTHORIZE the consultant retainer agreements listed on the following pages, in the amounts recommended.
3. AUTHORIZE the Agency Chairman to sign the consultant retainer agreements following approval as to form by the Agency Counsel.
4. AUTHORIZE the Interim Executive Director to execute the necessary documentation to implement the work orders as required.

III. ALTERNATIVES

1. MODIFY the list of consultants as the Agency Board may require.
2. TAKE another action the Agency Board deems necessary.

IV. BACKGROUND

In the past, the Agency has authorized the preparation of agreements with an approved list of consultants to provide redevelopment implementation services on

anticipated that the work plan will be implemented by staff. The specialty services of these consultants will be available to staff on an as-needed basis.

The work plan includes, but is not limited to, the following activities:

- Continued acquisition and relocation activities along Carson Street
- Redevelopment of 616 East Carson Street (City View residential project)
- Redevelopment of the SE corner of Carson Street and Avalon Boulevard (City Center project)
- Redevelopment of the NW corner of Carson Street and Avalon Boulevard
- Redevelopment of 17505 South Main Street
- Redevelopment of 20802 South Main Street, at Main Street and Torrance Boulevard
- Implementation activities related to the Carson Street Master Plan
- Continued work on Auto Row along East 223rd Street, inclusive of 2403 East 223rd Street; 2254 East 223rd Street; Cormier Chevrolet; Carson Nissan, etc.
- Victoria Golf Course landfill issues
- Continued implementation of the EPA Brownfield program – Pilot Assessment and Revolving Loan Fund
- Implementation of The Boulevards, to include bond issues
- Implementation of BEDI site project / HUD Section 108 Loan (Rand ENA)
- Redevelopment of 600 West Carson Street
- Redevelopment of 21521 South Avalon Boulevard (Church of God)
- Redevelopment of 21227-21237 Figueroa Street (Affirmed Housing)
- Continued resolution of environmental issues on potential development sites and Agency-owned properties
- Property management of Agency-owned properties, inclusive of demolition and security
- Redevelopment administration, financial planning, tax increment accounting
- Redevelopment of 2666 Domiguez Street
- Redevelopment of 425-437 East Carson Street (the Related Companies)

The following list provides the names of the consulting firms, their expertise, the action and amounts requested to support the above activities. It should be noted that other consultants may be needed as Agency projects are implemented. Any additional consultant services will be brought forth individually by project. These amounts are a not-to-exceed amount and may not be completely expended. Any

additional consultant services will be brought forth individually by project. These amounts are a not-to-exceed amount and may not be completely expended. Any existing contracts will be terminated by issuance of the new contract, which will commence as of July 1, 2011, and terminate as of June 30, 2013.

FIRM	ADDRESS	SERVICES	ACTION	AMOUNT
National Development Council	1500 Third Street, Suite C Napa, CA 94559	Conducts real estate fiscal analysis, manages Grow America Fund for small business loans, fund manager for EPA revolving loan fund (Exhibit No. 1).	Two year agreement	\$120,000.00
Ninyo & Moore	5710 Ruffin Road San Diego, CA 92123	Provides engineering and environmental services (Exhibit No. 2).	Two year agreement	\$40,000.00
Psomas	3 Hutton Center Drive, Suite 200 Santa Ana, CA 92707	Provides surveying services, ALTA surveys, lot mergers and lot line adjustments when the Agency is selling or preparing to sell property (Exhibit No. 3).	Two year agreement	\$80,000.00
Gwynne Pugh Urban Studio	111 West Ocean Boulevard, 21 st Floor Santa Monica, CA 90404	Provides architectural peer review services for prospective housing and commercial projects (Exhibit No. 4).	Two year agreement	\$35,000.00
Goeppner & Associates, Inc.	1096 Sea Bluff Drive Costa Mesa, CA 92627	Provides land appraisal services (Exhibit No. 5).	Two year agreement	\$50,000.00
Eichel, Inc.	6900 Canby Street #110 Reseda, CA 91335	Provides land appraisal services (Exhibit No. 6).	Two year agreement	\$40,000.00
Keyser Marston Associates	500 South Grand Avenue, Suite 1480 Los Angeles, CA 90071	Provides real estate fiscal and financial analysis as requested in connection with Agency projects, including but not limited to: commercial, retail, mixed-use and housing projects, etc. (Exhibit No. 7).	Amend agreement to add funds	\$35,000.00

V. FISCAL IMPACT

Funds for these contracts are included in the proposed FY 2011/12 Redevelopment Agency budget and will not exceed the authorized amounts outlined for each firm and service. Funds for these contracts will also be included in the proposed FY 2012/13 Redevelopment Agency budget.

VI. EXHIBITS

1. Consultant Retainer Agreement between the Carson Redevelopment Agency and National Development Council. (pgs. 5-16)
2. Consultant Retainer Agreement between the Carson Redevelopment Agency and Ninyo & Moore. (pgs. 17-26)
3. Consultant Retainer Agreement between the Carson Redevelopment Agency and Psomas. (pgs. 27-36)
4. Consultant Retainer Agreement between the Carson Redevelopment Agency and Gwynne Pugh Urban Studio. (pgs. 37-46)
5. Consultant Retainer Agreement between the Carson Redevelopment Agency and Goepfner & Associates, Inc. (pgs. 47-56)
6. Consultant Retainer Agreement between the Carson Redevelopment Agency and Eichel, Inc. (pgs. 57-66)
7. First Amendment to Consultant Retainer Agreement between the Carson Redevelopment Agency and Keyser Marston Associates. (pgs. 67-69)

Prepared by: Jeff F. Westbrook, Redevelopment Manager

TO:Rev032811

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 Redevelopment Agency

Date _____ Action _____

CONSULTANT RETAINER AGREEMENT

(Carson Redevelopment Agency/
National Development Council)

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 NATIONAL COUNCIL FOR COMMUNITY DEVELOPMENT, a New York not-for-profit corporation, dba THE NATIONAL DEVELOPMENT COUNCIL ("Consultant").

RECITALS

A. Agency undertakes activities pursuant to Division 24 of the Health and Safety Code necessary for the planning, development and execution of projects thereunder.

B. Agency requires professional consulting services to assist in underwriting and real estate negotiation services for various commercial redevelopment projects; to provide fund manager duties in the event Agency is awarded an EPA Brownfields Cleanup Revolving Loan Grant; and to provide assistance in securing state and federal funding of various types to assist in the redevelopment process.

C. Agency has determined that it requires the certain professional services from a consultant to assist the Agency staff in such services.

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

E. 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 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.

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 until June 30, 2013 unless earlier terminated pursuant to Section 13.

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 Scott Rodde, 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 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 Manager of the City of Carson. If no Contract Administrator is so designated, the Economic Development 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.

C. **Standard of Performance.** Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

5. 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.



6. 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.

7. 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.

8. 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.

9. Warranty and Representation of Non-Collusion. No official, officer, or employee of the City of Carson (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 City or Agency 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 City or Agency 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 _____

10. Indemnification.

A. Consultant agrees to indemnify, hold harmless and defend Agency, the 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.

11. 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.
- (4) Professional Liability Insurance.

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

- (1) General Liability: \$1,000,000.00 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: \$1,000,000.00 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000.00 per claim and in the aggregate.

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. 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 affecting 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.

12. 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.

13. 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.



14. 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.

15. 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
One Civic Plaza, Suite 500
Carson, CA 90745
Attention: Clifford W. Graves, General Manager
Economic Development
Fax: (310) 233-4804

Consultant:

The National Development Council.
1500 Third Street, Suite C
Napa, California 94559
Attention: Mr. Scott Rodde
Fax: (707) 257-1500

16. 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.

17. 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.

18. 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.



19. 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.

20. 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.

21. 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.

22. 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 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.

23. 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.

24. 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.

25. 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.

26. Prior Agreements. Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.

[CONTINUE ON FOLLOWING PAGE]

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 S. Kawagoe

By: _____
Chairman Jim Dear

Approved as to form:

“Consultant”

ALESHIRE & WYNDER, LLP

NATIONAL COUNCIL FOR COMMUNITY
DEVELOPMENT, INC.

By: _____
Agency Counsel

By: _____
Its _____

By: _____
Its _____

EXHIBIT A

Scope and Level of Service At the direction of the Contract Administrator, Consultant shall provide certain services. Such services may include, from time to time, any of the following:

1. Consultant will review and evaluate projects being considered by the Redevelopment Agency for community and economic development assistance. This may include, as directed:
 - < evaluating sponsor/developer experience and capacity
 - < financial review and structuring
 - < review of appraisals, cost assumptions, capital budgets, operating statements, marketing data and other funding commitments
 - < advising on tax credit equity sources, requirements and structuring
 - < identifying other funding sources when required
 - < assisting with development issues during pre-development and development
 - < structuring loan documents and development agreements
 - < advising on program regulation issues
2. Consultant will provide technical support and/or financial analysis of economic and/or housing development program proposals as periodically referred by staff.
3. Consultant will review, as directed, the Redevelopment Agency established economic development and/or housing development programs, including:
 - < program goals
 - < eligibility criteria
 - < underwriting guidelines
 - < program documents
 - < internal administration of application and approval process
4. Consultant will, at the direction of the Redevelopment Agency, assist in obtaining the following:
 - a) Low Income Housing Tax Credits
 - b) Historic Rehabilitation Tax Credits
 - c) New Markets Tax Credits
 - d) SBA 7(a) Loans including Grow America Fund
 - e) SBA 504 Loans
 - f) HUD CDBG Revolving Loan Funds
 - g) HUD Section 108 Loans
 - h) HUD CDBG Float Loans
 - i) 6320 Bonds and 501(c)(3) Bonds

5. Consultant will also make available to the Redevelopment Agency employees and City of Carson employees up to eight weeks of classroom training in NDC's Certified Economic Development and Housing Development Training Program at no additional cost.
6. Consultant may, at the Redevelopment Agency's direction and under certain conditions, provide financing and development assistance through its non-profit development affiliate NDC Housing and Economic Development Corporation (HEDC) and its economic development bank Grow America Fund (GAF). HEDC and GAF can provide:
 - < equity for historic rehabilitation and low income housing tax credit projects through the NDC Corporate Equity Fund, L.P.
 - < HEDC can act as non-profit sponsor/developer for certain affordable housing, public purpose and economic development projects
 - < small business loans for cities participating in GAF

The nature, scope and level of specific services to be provided shall be set forth in an Agency notice to proceed which has been accepted in writing by Consultant.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Scott Rodde.

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

Compensation: The Agency shall compensate Consultant on a monthly basis at a rate of \$5,000.00 per month, but in no event more than the Maximum Amount designated below.

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.

Maximum Amount: \$120,000.00 as approved by the Board of Directors of the Agency on June 7, 2011.

CONSULTANT RETAINER AGREEMENT

(Carson Redevelopment Agency/
Ninyo & Moore)

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 Ninyo & Moore ("Consultant").

RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to assist the Agency staff in fiscal analysis, managing the Grow America Fund for small business loans and the Environmental Protection Agency Revolving Loan Fund.

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.

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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 Scott Kurtz, 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 the Economic Development General Manager of the City of Carson. 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 to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

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 provided that Consultant may retain a record copy for its file subject to Section 6 hereof.

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.

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.

10. Warranty and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 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 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, scheduled, hired and, non-owned autos.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

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

- (1) General Liability: \$1,000,000.00 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: \$1,000,000.00 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000.00 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency, which approval shall not be unreasonably withheld. 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; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed 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 affecting 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. 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 supersedes 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.

17. Prior Agreements. Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.

18. 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
One Civic Plaza, Suite 500
Carson, CA 90745-2224
Attention: Clifford W. Graves, General Manager
Economic Development
Fax: (310) 233-4804

Consultant:

Ninyo & Moore
5710 Ruffin Road
San Diego, California 92123
Attention: Scott Kurtz

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 supersedes 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.

[CONTINUED ON FOLLOWING PAGE]

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 S. Kawagoe

By: _____
Chairman Jim Dear

Approved as to form:
ALESHIRE & WYNDER, LLP

“Consultant”
NINYO & MOORE

By: _____
Agency Counsel

By: _____
Its _____

By: _____
Its _____

EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, provide environmental consulting services to the Agency. Such services may include: Complete Environmental Phase I and Phase II property assessment reports; performing remediation services and other consulting services as requested by the Carson Redevelopment Agency. Work may include evaluations of potential property liabilities including on-site hazardous waste contamination, off-site liabilities, and site-specific regulatory compliance; soil and groundwater investigation and characterization of property; feasibility studies; remedial design, installation and implementation; operation and maintenance of remediation systems; preparation of work plans and health and safety plans; meeting with Agency's Attorney, staff and representatives. All reports must be suitable to meet the site closure requirements set forth by Regional Water Quality Control Board and the Department of Toxics and Substance Control. Consultant shall also assist with managing the Grow America Fund for small business loans, and the EPA revolving loan fund and other real estate analysis. Consultant shall provide written or oral reports to Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Scott Kurtz.

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

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project agreed to in writing by the Executive Director, Economic Development Manager or the Contract Administrator (or his or her designee).

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.

Maximum Amount: \$40,000.00 as approved by the Board of Directors of the Agency on June 7, 2011.

CONSULTANT RETAINER AGREEMENT

(Carson Redevelopment Agency/
Psomas)

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 Psomas ("Consultant").

RECITALS

A. Agency has determined that it requires the certain professional services from a land survey/ civil engineering consultant to assist the Agency staff with certain services.

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 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.

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 until June 30, 2013 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 Lee Whiteley, 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 Economic Development General Manager of the City of Carson (the "City") or the Executive Director of the Agency, or in his or her absence, an individual designated in writing by the Economic Development General Manager or Executive Director. If no Contract Administrator is so designated, the Economic Development General Manager of the City 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 to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

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.

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.

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.

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.
- (4) Professional Liability Insurance.

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

- (1) General Liability: \$1,000,000.00 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: \$1,000,000.00 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000.00 per claim and in the aggregate.

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. 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 affecting 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.

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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
One Civic Plaza, Ste. 500
Carson, CA 90745-2224
Attention: Clifford W. Graves
Economic Development General Manager
Fax: (310) 233-4804

Consultant:

Psomas
3 Hutton Center Dr. Ste. 200
Santa Ana, CA 92707
Attention: Lee Whiteley, Project Manager
Fax: (714) 545-8883

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 or any other rule of construction which might otherwise apply.

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. 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.

CARSON REDEVELOPMENT AGENCY

“Consultant”

PSOMAS

By: _____
Chairman Jim Dear

By: _____
Its _____

“Agency”

By: _____
Its _____

ATTEST:

By: _____
Secretary Helen S. Kawagoe

Approved as to form:

ALESHIRE & WYNDER, LLP

By: _____
Agency Counsel

EXHIBIT A

Scope and Level of Service: At the direction of the Program Administrator, Consultant shall provide engineering services for the Agency. Consultant's on-call services primarily include surveying services and occasionally may include limited civil engineering services. Much of Psomas' work includes performing ALTA surveys for the Agency in connection with a potential property purchase. They also routinely perform lot line adjustments when the Agency is selling or preparing to sell property.

Consultant shall provide written or oral reports to the Program Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Lee Whiteley.

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

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project accepted to in writing by the Executive Director, Economic Development General Manager or other Authorized Officer (designated by the Executive Director or Economic Development General Manager) of the Agency.

Consultant shall present an invoice to Agency itemizing the duties performed and the amount of time relating to each task. Agency shall compensate Consultant only upon presentation of such itemized invoice. Consultant shall be responsible for all expenses incurred by Consultant in connection with this Agreement unless otherwise agreed to in the proposal.

Maximum Amount: \$80,000.00 as approved by the Board of Directors of the Agency on June 7, 2011.

CONSULTANT RETAINER AGREEMENT
(Carson Redevelopment Agency/
Gwynne Pugh Urban Studio)

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 Gwynne Pugh Urban Studio ("Consultant").

RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to assist the Agency staff in architectural peer review related services.

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 and in a manner that is consistent with sound and reasonable care and skill exercised by members of the same profession currently practicing under similar circumstances.

D. **Compliance with Law.** All services rendered hereunder by Consultant shall be provided in accordance with all 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.

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 until June 30, 2013 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 Gwynne Pugh, 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 the Economic Development General Manager of the City of Carson. 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 to the usual and customary professional standards and in a manner reasonably satisfactory to Agency and Consultant's standard of care as defined under Section C of this Agreement.

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 provided that Consultant may retain a record copy for its file subject to Section 6 hereof.

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.

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.

10. Warranty and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 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 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, scheduled, hired and, non-owned autos.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

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

- (1) General Liability: \$1,000,000.00 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: \$1,000,000.00 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000.00 per claim and in the aggregate.

D. **Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by Agency, which approval shall not be unreasonably withheld. 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; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed 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 affecting 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. 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 supersedes 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.

17. Prior Agreements. Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.

18. 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
One Civic Plaza, Suite 500
Carson, CA 90745-2224
Attention: Clifford W. Graves, General Manager
Economic Development
Fax: (310) 233-4804

Consultant:

Gwynne Pugh Urban Studio
828 Ashland Avenue
Santa Monica, CA 90405
Attention: Gwynne Pugh
Phone: (310) 396-4540

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 supersedes 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.

[CONTINUED ON FOLLOWING PAGE]

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 S. Kawagoe

By: _____
Chairman Jim Dear

Approved as to form:

“Consultant”

ALESHIRE & WYNDER, LLP

GWYNNE PUGH URBAN STUDIO

By: _____
Agency Counsel

By: _____
Its _____

By: _____
Its _____



EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, Consultant shall provide architectural peer review services for the Agency. Such services shall include but not necessarily be limited to the review and evaluation of proposed projects within and along the Carson Street Mixed-Use District Master Plan. Consultant shall review work product of architectural consultants for completeness and technical competence and make a determination as to acceptability of recommendation. Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Gwynne Pugh.

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

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project agreed to in writing by the Executive Director, Economic Development Manager or the Contract Administrator (or his or her designee).

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.

Maximum Amount: \$35,000.00 as approved by the Board of Directors of the Agency on June 7, 2011.

CONSULTANT RETAINER AGREEMENT

(Carson Redevelopment Agency/
Goepfner & 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 Goepfner & Associates, Inc. ("Consultant").

RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to provide real estate appraisal services.

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 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.

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 until June 30, 2013 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 Kurt Goepfner, 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 the Economic Development General Manager of the City of Carson. 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 to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

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 provided that Consultant may retain a record copy for its file subject to Section 6 hereof.

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.

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.

10. Warranty and Representation of Non-Collusion. No official, officer, or employee of the City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the 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 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 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, scheduled, hired and, non-owned autos.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

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

- (1) General Liability: \$1,000,000.00 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: \$1,000,000.00 per accident for bodily injury and property damage.
- (3) If applicable, Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000.00 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency, which approval shall not be unreasonably withheld. 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; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed 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 affecting 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. 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 supersedes 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.

17. Prior Agreements. Agency and Consultant hereby provide notice and agree that all prior agreements for consulting services between Agency and Consultant are hereby terminated and from and after the date hereof Consultant and Agency shall be bound by the terms of this Agreement only.

18. 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
One Civic Plaza, Suite 500
Carson, CA 90745
Attention: Clifford W. Graves, General Manager
Economic Development
Fax: (310) 233-4804

Consultant:

Goepfner & Associates, Inc.
1096 Sea Bluff Drive
Costa Mesa, California 92627
Attention: Kurt Goepfner
Fax: (949) 642-1886

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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 supersedes 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.

[CONTINUED ON FOLLOWING PAGE]

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 S. Kawagoe

By: _____
Chairman Jim Dear

Approved as to form:

“Consultant”

ALESHIRE & WYNDER, LLP

GOEPPNER & 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 provide real estate appraisal services. Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Kurt Goepfner.

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

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project agreed to in writing by the Executive Director, Economic Development Manager or the Contract Administrator (or his or her designee).

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.

Maximum Amount: \$50,000.00 as approved by the Board of Directors of the Agency on June 7, 2011.

CONSULTANT RETAINER AGREEMENT
(Carson Redevelopment Agency/
Eichel, 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 Eichel, Inc. ("Consultant").

RECITALS

A. Agency has determined that it requires the certain professional services from a consultant to provide land appraisal services.

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 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.

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 until June 30, 2013 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 Norman Eichel, 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 the Economic Development General Manager of the City of Carson. 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 to the highest professional standards and in a manner reasonably satisfactory to Agency. Consultant hereby covenants that it shall follow the highest professional standards in performing all services required hereunder.

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 provided that Consultant may retain a record copy for its file subject to Section 6 hereof.

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.

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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, scheduled, hired and, non-owned autos.
- (3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (4) Professional Liability Insurance.

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- (1) General Liability: \$1,000,000.00 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.
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- (3) If applicable, Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
- (4) Professional Liability Insurance: \$1,000,000.00 per claim and in the aggregate.

D. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Agency, which approval shall not be unreasonably withheld. 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.

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- (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; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired or borrowed 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.

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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 affecting the coverage required by these specifications.

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Agency:

Carson Redevelopment Agency
One Civic Plaza, Suite 500
Carson, CA 90745
Attention: Clifford W. Graves, General Manager
Economic Development
Fax: (310) 233-4804



Consultant:

Eichel, Inc.
6900 Canby Street #110
Reseda, California 91335
Attention: Norman Eichel
Fax: (818) 881-2743

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.



26. 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.

27. 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.

28. 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 supersedes 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.

[CONTINUED ON FOLLOWING PAGE]



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 S. Kawagoe

By: _____
Chairman Jim Dear

Approved as to form:
ALESHIRE & WYNDER, LLP

“Consultant”
EICHEL, INC.

By: _____
Agency Counsel

By: _____
Its _____

By: _____
Its _____



EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, Consultant shall provide real property appraisals, data research analysis, valuation and expert testimony on an as needed basis. Consultant shall provide written or oral reports to the Contract Administrator on all assigned projects on a regular basis.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Norman Eichel, MAI.

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

Compensation: The Agency shall compensate Consultant on a per project basis pursuant to a written proposal for such project agreed to in writing by the Executive Director, Economic Development Manager or the Contract Administrator (or his or her designee).

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.

Maximum Amount: \$40,000.00 as approved by the Board of Directors of the Agency on June 7, 2011.



FIRST AMENDMENT TO CONSULTANT RETAINER AGREEMENT

This First Amendment to Consultant Retainer Agreement ("First Amendment") is made and entered into this 7th day of June, 2011, by and between the CARSON REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), and KEYSER MARSTON ASSOCIATES ("Consultant").

RECITALS

A. On July 1, 2010, Agency and Consultant entered into the Consultant Retainer Agreement ("Original Agreement"), pursuant to which Consultant agreed to perform certain services.

B. Agency and Consultant now desire to amend the Original Agreement pursuant to Section 25 of the Original Agreement to provide additional compensation to Consultant for additional services to be performed over the term of the Original Agreement.

AGREEMENT

The recitals contained above are incorporated herein by reference and the Original Agreement is hereby amended as follows:

1. Amendment to Section 3 of the Original Agreement. Section 3 of the Original Agreement is hereby deleted and amended in its entirety to read as set forth below:

"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 described on Exhibit A hereto, unless specifically approved in advance, in writing, by Agency."

2. Amendment to Exhibit A to the Original Agreement. Exhibit A to the Original Agreement is hereby deleted in its entirety and replaced with Exhibit A hereto.

3. Agreement in Full Force and Effect. Except as expressly provided herein, all other terms and conditions of the Original Agreement shall remain in full force and effect.

EXHIBIT NO. - 7



IN WITNESS WHEREOF, the parties hereto executed this First Amendment to be effective as of the date first written above.

CARSON REDEVELOPMENT AGENCY

By: _____
Chairman Jim Dear

ATTEST:

“Consultant”

KEYSER MARSTON ASSOCIATES, INC.

Agency Secretary Helen S. Kawagoe

By: _____
Its _____

APPROVED AS TO FORM:

Agency Counsel



EXHIBIT A

Scope and Level of Service: At the direction of the Contract Administrator, or his designee, Consultant shall provide real estate fiscal and financial analysis as requested in connection with the Agency projects, including but not limited to: commercial, retail, mixed-use and housing projects, etc. Consultant shall provide written and/or oral reports to the Contract Administrator on all assigned projects as requested per the Contract Administrator.

In connection with performance of this Agreement, the Consultant's Project Manager shall be Jim Rabe.

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

Compensation: The Agency shall compensate Consultant on a per hour basis pursuant to the attached Proposal for Consulting Services.

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.

Maximum Amount: \$80,000.00 as approved by the Board of Directors of the Agency on July 1, 2010, and \$35,000.00 as approved by the Agency Board by this First Amendment on June 7, 2011.