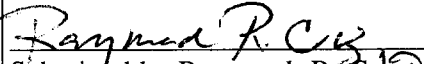


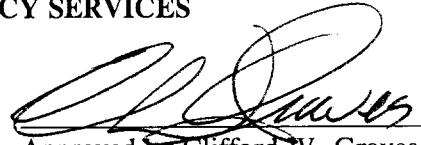


# City of Carson Report to Mayor and City Council

July 19, 2011  
New Business Consent

**SUBJECT: CONSIDER APPROVING A CONTRACT EXTENSION WITH TOWNSEND PUBLIC AFFAIRS, INC. FOR GRANT ADVOCACY SERVICES**

  
Submitted by Raymond R. Cruz  
Public Services General Manager

  
Approved by Clifford W. Graves  
Interim City Manager

## **I. SUMMARY**

Since the beginning of this year, staff has been working with representatives of Townsend Public Affairs, Inc. on the city's Proposition 84 grant application for statewide park program funds. Should the city's application be successful, up to \$3.5 million in grant funds will go towards the Carson Park Master Plan Construction Project. The city's application was submitted to the California State Parks Department on July 1, 2011. However, additional work is required to improve the city's chances of receiving funding. Tonight, the City Council is asked to consider extending the city's contract with Townsend Public Affairs, Inc. for an additional nine months, for the period July 1, 2011 through April 30, 2012, at a cost of \$36,000.00 (Exhibit No. 1).

## **II. RECOMMENDATION**

TAKE the following actions:

1. APPROVE a nine-month agreement extension in the amount of \$36,000.00 with Townsend Public Affairs, Inc. for grant advocacy services for the period July 1, 2011 through April 30, 2012.
2. APPROPRIATE \$36,000.00 from the unreserved, undesignated general fund balance to cover the cost of the extension of the agreement.
3. AUTHORIZE the Mayor to execute the agreement extension following approval as to form by the City Attorney.

## **III. ALTERNATIVES**

Take another action the City Council deems appropriate.

## **IV. BACKGROUND**

For the past few years, the staff has been developing the Carson Park Master Plan that would fully refurbish the city's namesake park. Input was obtained from multiple stakeholders, including the public, to determine what amenities they would like to see at the park. Among the items requested were a gymnasium, computer room, large activity room, dance room and picnic shelters.

Redevelopment Agency funds constitute the majority of funding for this project. However, additional monies are needed to complete the project. To this end, the consulting firm, Townsend Public Affairs, was brought in through the City Manager's signature authority to assist staff in preparing the city's application for statewide Proposition 84 park program grant funds (Exhibit No. 2). After several months of effort and coordination between city staff and the consultant, on July 1, 2011, the city's application was submitted to the California State Parks Department.

As the application moves through the state's application review process, staff will continue to work with Townsend Public Affairs to improve the city's chances of receiving funding, up to and including when the state selects the projects it wishes to fund. Additionally, the City Council has given staff direction to seek more grants and to utilize Townsend Public Affairs to assist city departments in locating these opportunities. To these ends, the city's contract with Townsend Public Affairs must be extended for an additional nine months, for the period July 1, 2011 through April 30, 2012, at a cost of \$36,000.00.

V. FISCAL IMPACT

Funds for this agreement were not included in the adopted FY 2011/12 budget. Should the City Council approve the agreement extension, the budget will need to be increased by \$36,000.00. Funds should be appropriated from the unreserved, undesignated general fund to account no. 01-90-010-001-6004. The current unreserved, undesignated general fund balance is \$5,404,494.00

VI. EXHIBITS

1. Contract Extension with Townsend Public Affairs, Inc. (pg. 4)
2. Contract with Townsend Public Affairs, Inc. (pgs. 5-8)

Prepared by: Luchie S. Magante, Senior Administrative Analyst

TO:Rev032811

Reviewed by:

City Clerk	<u>City Treasurer</u>
<u>Administrative Services</u> <i>Jacqui A...</i>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by City Council	
Date _____	Action _____

**SUPPLEMENT TO  
CONTRACT FOR CONSULTING SERVICES (#1)**

THIS SUPPLEMENT TO CONTRACT FOR CONSULTANT SERVICES ("Supplement") is made and entered into this \_\_\_\_ day of July, 2011 by and between the City of Carson, a municipal corporation, ("Client") and Townsend Public Affairs, Inc., a California corporation ("Consultant").

**RECITALS**

A. Client and Consultant have entered into that certain Contract for Consultant Services dated as of January 18, 2011 ("Contract").

B. The parties to this Supplement desire to change the term of the Contract as set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto supplement and amend the Contract as hereinafter set forth.

1. The term is extended through April 30, 2012.

2. All other terms and conditions of the Contract, except as set forth herein, shall remain in full force and effect.

WHEREFORE, this Supplement is executed by the parties as of the date set forth above.

CLIENT: CITY OF CARSON

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

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

CONSULTANT: TOWNSEND PUBLIC AFFAIRS, INC.  
a California corporation

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

Christopher Townsend  
President and Secretary



## CONTRACT FOR CONSULTANT SERVICES

**THIS CONTRACT** ("Contract") is made and entered into this 18<sup>th</sup> day of January 2011, by and between the City of Carson, a municipal corporation ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.  
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."
2. Services.  
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").
3. Fees.  
Client agrees to pay Consultant for the services in the amount described in Exhibit "A" in accordance with the provisions of the Fee Schedule in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.
4. Expenses.  
Client shall reimburse Consultant for all pre-approved reimbursable itemized expenses with third party vendors, including local transportation, meals and entertainment, and travel incurred while transacting business as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and will be due upon receipt.
5. Laws, Rules and Regulations.  
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.
6. No Condition to Payment.  
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder and the payments made therefore are not in any way contingent upon the defeat or enactment of any legislative or administrative proposal or the achievement of any specific result. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of services rendered hereunder.
7. Independent Contractor.  
It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant shall retain the right to perform services for others under the terms of this Contract during the entire term hereof.





15. Execution.

The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

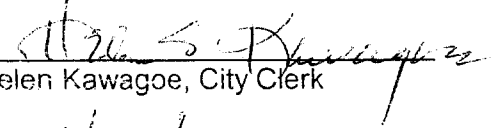
"CLIENT"

CITY OF CARSON  
a municipal corporation

  
Clifford W. Graves, Interim City Manager

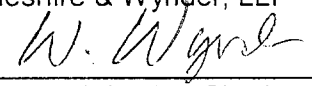
1/26/11  
Date

ATTEST:

  
Helen Kawagoe, City Clerk

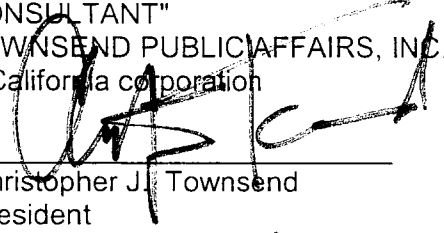
1/27/11  
Date

APPROVED AS TO FORM:  
Aleshire & Wynder, LLP

  
William Wynder, City Attorney

1/18/11  
Date

"CONSULTANT"  
TOWNSEND PUBLIC AFFAIRS, INC.,  
a California corporation

  
Christopher J. Townsend  
President

1-20-11  
Date



