

**CONTRACT SERVICES AGREEMENT**

**By and Between**

**CARSON HOUSING AUTHORITY**

**and**

**WESTERN ECONOMIC SERVICES, LLC**

**AGREEMENT FOR CONTRACT SERVICES  
BETWEEN THE CARSON HOUSING AUTHORITY AND  
WESTERN ECONOMIC SERVICES, LLC**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this 17th day of September, 2019 by and between the CARSON HOUSING AUTHORITY (“Authority”) and WESTERN ECONOMIC SERVICES, LLC, an Oregon limited liability corporation (“Consultant”). Authority and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

A. Authority has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the Authority to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

1.1 **Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the Authority entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

## 1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

## 1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the Authority and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

## 1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless Authority, its officers, employees or agents of Authority, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Authority hereunder.

## 1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the Authority of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

## 1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by Authority, except such losses or damages as may be caused by Authority's own negligence.

### 1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

### 1.8 Additional Services.

Authority shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the Authority. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. Authority may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

### 1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### 2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Seventy-Four Thousand Five Hundred Five Dollars (\$74,505.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

### 2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less

contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

### 2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the Authority. Coordination of the performance of the work with Authority is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

### 2.4 Invoices.

Each month Consultant shall furnish to Authority an original invoice for all work performed and expenses incurred during the preceding month in a form approved by Authority's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice Authority for any duplicate services performed by more than one person.

Authority shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by Authority, or as provided in Section 7.3, Authority will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to Authority warrant run procedures, the Authority cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by Authority, the original invoice shall be returned by Authority to Consultant for correction and resubmission. Review and payment by Authority for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### 2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

### **ARTICLE 3. PERFORMANCE SCHEDULE**

#### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

#### **3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

#### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the Authority, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the Authority for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

#### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

### **ARTICLE 4. COORDINATION OF WORK**

#### **4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

<u>Robert M. Gaudin</u>	<u>Operating Partner</u>
(Name)	(Title)

<u>Timothy Gottgetreu</u>	<u>Director of Research</u>
(Name)	(Title)
<u>Megan A. Brace</u>	<u>Project Manager</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for Authority to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of Authority. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify Authority of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind Authority in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against Authority, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by Authority. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of Authority. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to Authority's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Saied Naaseh, Community Development Director, or such person as may be designated by the Authority Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by Authority to the Contract Officer. Unless otherwise specified herein, any approval of Authority required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the Authority Manager, to sign all documents on behalf of the Authority required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the Authority nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. Authority shall have no voice in the selection, discharge, supervision or

control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of Authority and shall remain at all times as to Authority a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of Authority. Authority shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### 4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the Authority to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the Authority. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of Authority. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of Authority.

### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

#### 5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Authority, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of Authority:

(a) General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance



written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the Authority submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

## 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the Authority, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by Authority or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the Authority, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the Authority. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the Authority with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the Authority. Authority reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Authority.

All certificates shall name the Authority as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]

Consultant Initials

Authority, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to Authority, and their respective elected and appointed officers, officials, employees or volunteers. 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.

Any deductibles or self-insured retentions must be declared to and approved by Authority. At the option of Authority, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Authority or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to Authority.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the Authority, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in

connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the Authority, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the Authority, its officers, agents, and employees harmless therefrom;

(c) In the event the Authority, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the Authority, its officers, agents or employees, any and all costs and expenses incurred by the Authority, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify Authority hereunder therefore, and failure of Authority to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of Authority’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from Authority’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

#### 5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the Authority (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the Authority, the Consultant agrees

that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to Authority and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of Authority, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the Authority shall have access to such records in the event any audit is required. In the event of dissolution of Consultant’s business, custody of the books and records may be given to Authority, and access shall be provided by Consultant’s successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the Authority in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the Authority is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the “documents and materials”) prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of Authority and shall be delivered to Authority upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by Authority of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the Authority’s sole

risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to Authority of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify Authority for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the Authority.

#### 6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than Authority without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the Authority Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives Authority notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then Authority shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify Authority should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. Authority retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite said response.

### **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

#### 7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal

jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

#### 7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the Authority shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the Authority may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the Authority shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the Authority may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the Authority may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the Authority to give notice of the Consultant's default shall not be deemed to result in a waiver of the Authority's legal rights or any rights arising out of any provision of this Agreement.

#### 7.3 Retention of Funds.

Consultant hereby authorizes Authority to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate Authority for any losses, costs, liabilities, or damages suffered by Authority, and (ii) all amounts for which Authority may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, Authority may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of Authority to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect Authority as elsewhere provided herein.

#### 7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by Authority of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### 7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### 7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

#### 7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The Authority reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to Authority, except that where termination is due to the fault of the Authority, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

#### 7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, Authority may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the Authority shall use reasonable efforts to mitigate such damages), and Authority may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the Authority as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

**ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

8.1 Non-liability of Authority Officers and Employees.

No officer or employee of the Authority shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the Authority or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of Authority or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of Authority in the performance of this Agreement.

No officer or employee of the Authority shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.



8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against Authority for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse Authority for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by Authority.

**ARTICLE 9. MISCELLANEOUS PROVISIONS**

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the Authority, to the Authority Manager and to the attention of the Contract Officer (with her/his name and Authority title), Authority of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the Authority. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of Authority has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of Authority 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 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 interests found to be “remote” or “non-interests” pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any Authority official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any 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 Authority official, officer, or employee, as a result of 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 such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant’s Authorized Initials \_\_\_\_\_

9.7 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CARSON HOUSING AUTHORITY, a municipal corporation

\_\_\_\_\_  
Albert Robles, Chairman

**ATTEST:**

\_\_\_\_\_  
Donesia Gause-Aldana, Authority Secretary

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Sunny K. Soltani, Authority Attorney  
[tc]

**CONSULTANT:**

WESTERN ECONOMIC SERVICES, LLC

By: \_\_\_\_\_  
Name: Robert M. Gaudin  
Title: Operating Partner

By: \_\_\_\_\_  
Name: Timothy Gottgetreu  
Title: Director of Research

Address: 212 SE 18<sup>th</sup> Avenue  
Portland, Oregon 97214

**Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT’S BUSINESS ENTITY.**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2019 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL	_____
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER _____	_____
_____	_____
<b>SIGNER IS REPRESENTING:</b>	_____
(NAME OF PERSON(S) OR ENTITY(IES))	DATE OF DOCUMENT
_____	_____
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2019 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

**OPTIONAL**

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

<b>CAPACITY CLAIMED BY SIGNER</b>	<b>DESCRIPTION OF ATTACHED DOCUMENT</b>
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
_____ TITLE(S)	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	
<input type="checkbox"/> GENERAL	
<input type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	_____
_____	_____ DATE OF DOCUMENT
<b>SIGNER IS REPRESENTING:</b> (NAME OF PERSON(S) OR ENTITY(IES))	
_____	
_____	_____
	SIGNER(S) OTHER THAN NAMED ABOVE

**EXHIBIT “A”**  
**SCOPE OF SERVICES**

**I. Consultant will perform the following Services:**

**A. FIVE-YEAR CONSOLIDATED PLAN**

The Consultant will collaborate with the Authority in the identification, development, scheduling, and implementation of activities designed to complete a Five-Year Consolidated Plan (“Plan”) acceptable to the U. S. Department of Housing and Urban Development (“HUD”). The Authority’s Plan requirements are set forth in 24 CFR (Code of Federal Regulations) Part 91, subparts A, B, C, and F, and in accordance with instructions prescribed by HUD, including tables and narratives.

Consultant shall complete the following:

- 1. Phase I - Orientation**
  - a.** Consultant and the Authority will conduct an Orientation Meeting Webinar. The meeting has the following purposes:
    - i.** Exchange information, discuss the content, tone, analysis methods, expectations and schedule of deliverables.
    - ii.** Consultant and the Authority will discuss the tone and content desired in the optional three focus groups. Consultant and the Authority will address the size and recruitment process for the focus groups. Consultant will be responsible for all meeting and presentation materials, as well as facilitating the discussion of the issues. Consultant will audio record the discussion and prepare meeting minutes of the comments and discussion matters.
    - iii.** Consultant and the Authority will discuss the tone, content and desired structure of the community meeting. This meeting shall last up to two hours, with Consultant making up to a one-hour PowerPoint presentation of preliminary findings from the Plan process.
    - iv.** Consultant and the Authority will select tentative dates for this meeting at the Orientation Meeting.
    - v.** Consultant will present a printed copy of both the draft fair housing survey and the draft housing and community development survey and the respective e-mail announcements of the surveys. The announcements will urge all participants to route the survey to any other interested parties for participation in the survey. The 2019 Fair Housing Survey will be distributed a few weeks after the 2019 Housing and Community Development Survey.
    - vi.** Consultant and the Authority will review and set tentative dates for the other progress review meetings that Consultant may need to hold

via Webinar style meeting. These may include any of the following, at the Authority's discretion: up to three focus groups, one community meeting, and a final presentation before the Planning Commission and/or the Authority. These meetings may be modified, if so desired by the Authority.

- b.** Within three days of the Orientation Meeting, Consultant will submit the first progress review memo. It will document the tone and content of the meeting, as well as any understandings shared at the meeting.

## **2.** Phase II – Data Collection and Analysis

- a.** Consultant will receive the agency survey list and inspect and modify this list, if necessary. Consultant will then submit the e-mail announcement for processing. This announcement will have a link embedded in the announcement. If clicked upon, the survey respondent will be routed to the first page of the survey.
- b.** Consultant will extract pertinent other economic, demographic and housing data from the 2010 Census, 2017 ACS, and intercensal estimates through 2018, if available.
- c.** Consultant will offer perspective on trends seen in the data. Key data elements are:
  - i.** Population, and households by tenure and average household size by tenure;
  - ii.** Household and family income, by income range;
  - iii.** Percent of income spent on housing by tenure, including cost burdens;
  - iv.** Median rents and home values;
  - v.** Rental and homeowner vacancy rates;
  - vi.** Total number of housing units, by type of unit;
  - vii.** Units with incomplete plumbing or kitchen facilities; and
  - viii.** Degree of overcrowding and severe overcrowding in the units.
- d.** Consultant will extract pertinent economic, demographic, racial composition, ethnicity and age cohort data from the 2010 Census and 2017 American Community Survey (ACS). Key data elements are:
  - i.** The number of households having less than 30 percent Median Family Income (MFI), 31 to 50 percent MFI, 51 to 80 percent MFI, 81 to 95 percent MFI, and all above 95 percent MFI. This data will have been adjusted for family size for the Authority. This data will be

- further segregated by owner and renter households, and then by elderly, small, and large renter households;
- ii.** The number of persons, by race and ethnicity, and the racial and low-income concentrations;
  - iii.** Age cohorts of the population, with particular attention paid to the elderly and frail elderly populations;
  - iv.** The number of disabled persons in three age groups (5 to 15, 16 to 65, and over 65) as well as persons having certain types of disabilities;
  - v.** The number of households experiencing housing cost burdens will be drawn from the number of households spending from 30 to 50 percent of their income on housing, with severe cost burdens for those spending more than 50 percent of their income on housing, as expressed in the 2017 American Community Survey data.
  - vi.** Consultant will identify median value of homeowner homes and average rents:
  - vii.** These values will be on two geographic maps.
  - viii.** These maps will be incorporated into the Plan.
- e.** Consultant will prepare at least five geographic maps that focus on Census tracts:
    - i.** Minority racial concentrations;
    - ii.** Hispanic ethnicity concentrations;
    - iii.** Low-income concentrations;
    - iv.** Median gross rent; and,
    - v.** Median home value.
  - f.** Consultant will begin analysis of the lead-based paint hazards, quantifying the prospective risks of rental and homeowner units within the Authority.
  - g.** Consultant will evaluate all returned surveys and process the database.
  - h.** Consultant will analyze the building permit data over the 2010 through 2017 period as it relates to single-family, duplexes, tri- and four-plex buildings, and multifamily structures with five or more units. Value of single-family new construction will be developed over this same time period as well.
  - i.** Consultant will collect available labor force, employment and unemployment statistics (for the Authority). These data will span at least the 2000 through 2017 time period, with preliminary data for 2018 appearing as monthly information, if available.



- j. Consultant will collect Bureau of Economic Analysis information describing full- and part-time employment over the period 1990 through 2017. This information will also include real average earnings per job, per capita income, dividends, interest, rental income and total personal income over the same time period (available at the county level only).
  - k. Consultant will prepare a Power Point presentation and facilitation materials for the Focus Groups.
3. Phase III – Housing and Community Development Needs Assessment
- a. Consultant will compile and analyze the survey.
  - b. Consultant and the Authority will conduct a progress review meeting.
  - c. Consultant will begin drawing inferences from all previous quantitative and qualitative analysis of data. These data are to be several types of information. Some are:
    - i. Housing market conditions;
    - ii. Barriers identified by respondents to the surveys;
    - iii. Perceived needs for special services for in-need populations; and
    - iv. Perceived needs for new and rehab housing.
  - d. Consultant will develop a summary for the preliminary findings from the surveys of interested stakeholders. These findings will address degree of need for affordable housing and housing related services as well as non-housing community development activities, comprising such things as:
    - i. Quantitative findings presented in tabular and graphic forms,
    - ii. Qualitative findings presented as itemized lists of expressed needs,
    - iii. Other issues will also be identified and listed, such as expressed barriers to affordable housing, homeless services available or desirable, or how to counteract the effects of NIMBYism, and issues surrounding selected community development actions.
  - e. Consultant will summarize the results of work conducted to date and submit the information as a progress review memo. The information contained therein, along with other data collected for the Plan, will form the basis for the Public Input meeting.
  - f. Consultant will make an up to a 60-minute PowerPoint presentation to be offered at the community meeting. This meeting will also allow citizens to provide testimonial, commentary, and perspective about housing and community development in the Authority.

- g. Consultant and the Authority will hold a debriefing session following the last public input meeting to discuss input, strategies, needs, and prospective performance measurement approaches to be used in the Plan.
  - h. Consultant will then submit a progress review memo of these concepts, notions and issues, as well as all shared understandings and agreements.
4. Phase IV – Five-Year Housing and Community Development Strategic Plan
- a. Consultant and the Authority staff shall have a strategy meeting webinar. The purpose of this meeting, or teleconference, is to verify preliminary findings that will be released with the draft report, including priority needs, strategies, objectives, and related issues.
  - b. Consultant and the Authority will agree upon strategic objectives, goals and performance measurement criteria, which will likely become central to the five-year portion of the Plan.
  - c. Consultant and Authority staff will review the selection of projects being implemented in the Annual Action Plan, which should include program resource amounts, the geographic distribution of the projects, activities planned to address homeless and transitional housing needs, and other project actions, and any public housing improvements or resident initiatives, if available.
  - d. Consultant will begin preparing the Draft Plan for internal review. The document will meet the standards established by HUD.
5. Phase V – Draft Reports, Public Review, and Final Consolidated Plan
- a. Consultant will incorporate all previous data, analysis, needs assessments and evaluation of strategic objectives and submit a Draft Plan for internal review within the Authority.
    - i. The document will include an Executive Summary.
    - ii. The Cons Plan will also contain a more detailed discussion of the current socioeconomic context, the housing inventory, the housing market, the housing and homeless needs assessment, the non-housing community development needs assessment, the strategic plan, the Citizen Participation Plan, public comments received on the Plan, measurement criteria, and other reference data and narratives.
  - b. Once Consultant receives comments back from the Authority, Consultant will prepare the Draft Plan and Annual Action Plan for Public Review.
  - c. Consultant will make a formal presentation of the Draft Plan.

- d.** Consultant will receive final comments about the Plan from the Authority soon after the close the public review period. Consultant will then submit the Final Plan for Housing and Community Development.

The Plan must include, but is not limited to, the following elements.

- 1.** A Housing and Homeless Needs assessment, including:
  - a.** The number and type of families in need of housing assistance and what type of assistance would be most suitable;
  - b.** Disproportionate needs of minority groups, if applicable;
  - c.** The nature and extent of homelessness;
  - d.** The number of persons requiring supportive housing;
  - e.** The size and characteristics of the population with HIV/AIDS;
  - f.** The number of housing units occupied with low- and moderate-income families with lead-based paint hazards;
  - g.** An analysis of all subsidized housing including the number and type of existing subsidized housing units, e. g., tax credit, Section 8, housing authority(ies); the population served with existing units within the Authority and analysis of current capacity measured against the current need for subsidized housing within the Authority, with identification and recommendations for meeting the needs of underserved populations and reducing, if appropriate, the amount of subsidized housing for overserved populations;
  - h.** The strategy(ies) of the Los Angeles County Development Authority (LACDA) for improving management and operations of public housing and for improving the living environment of families residing in public housing;
  - i.** Identification of public housing developments participating in an improved public housing authority (PHA) plan (as per 24 CFR 91.201 (b)(1)), including reference to those being funded with other funds that will be covered by the Plan; and
  - j.** The number, physical condition, and rehabilitation needs of public housing units.
- 2.** A Housing Market Analysis, consistent with the new Final Rule for the HOME Investment Partnerships Program, which contains:
  - e.** The supply, demand, cost, age, and condition of the Authority's housing stock of all types, including but not limited to single-family homes, multi-family units, mobilehomes, rental property, et cetera;
  - f.** The number and percentage of each type of housing unit that should be demolished to resolve surplus and density issues, if any;

- g. The number and percentage of blighted properties that could be resolved by demolition, if any;
  - h. The number and percentage of blighted properties that could be (or should be, based on cost) brought up to code by property rehabilitation;
  - i. Housing stock available to persons with special needs;
  - j. Description of areas of minority and low-income concentration; and
  - k. Incorporation of the subsidized housing information gathered in (a) above.
3. An analysis of housing stock addressing revitalization and balancing of the Authority housing stock by census tract, taking into account all issues above, and incorporating the Carson General Plan (the existing 2004 General Plan as well as the update currently in progress), the 2014-2021 Housing Element Update and other relevant studies/analyses. Analysis should be given to underserved and overserved housing needs in the Authority, and should include a revitalization strategy by census tract consistent with the General Plan Update with the goal of rebalancing housing stock to result in increased home ownership, appropriate sustainable levels of rental housing and subsidized housing, with strategies to improve overall housing conditions and residential property values throughout the Authority.
  4. The execution of parts 1 through 3 of this section must have strong citizen participation and input as to the needs and desires of residents in terms of appropriate subsidized housing levels and appropriate revitalization goals and strategies. All information must be referenced as to how it was acquired (e. g., census data, American Community Survey (ACS) data, surveys, et cetera).

## **B. ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE**

The Consultant will collaborate with the Authority in the identification, development, scheduling, and implementation of activities designed to complete an Analysis of Impediments to Fair Housing Choice (“AI”) pursuant to HUD guidelines and in accordance with HUD’s Fair Housing Planning Guide, which shall be considered the minimum acceptable standard for analysis and documentation.

Consultant shall complete the following:

### **1. Phase I – Orientation**

- a. Consultant will contact the HUD fair housing representative for California and request available housing complaint data, by basis and issue, from 2008 through the present pertinent to the Authority. This request will also be directed to the California Department of Fair Employment and Housing (DFEH).
- b. Consultant will hold an Orientation Meeting Webinar with Authority staff. The Orientation Meeting will address the project schedule, deliverables and expectations. Another of the key concerns to be addressed at the Orientation Meeting will pertain to current and past goals of the Authority concerning fair

housing and affirmatively furthering fair housing. This will better enable, at the close of the project, a redesign of such goals in light of new or emerging fair housing concerns and needs.

- c.** At the Orientation Meeting, Consultant and the Authority will address the following:
  - i.** Consultant and the Authority will confirm the other tasks.
  - ii.** Consultant will discuss the Fair Housing Survey protocol, as it relates to fair housing, and present the initial correspondence to be e-mailed to the survey participants along with the draft survey instrument. Consultant will make any suggested modifications to these instruments at that time and put them into production soon thereafter.
  - iii.** Consultant and the Authority will discuss the tone, content and desired structure of the fair housing forum. The meeting will last no more than two hours, with Consultant making up to a one-hour PowerPoint presentation of preliminary findings and fair housing definitions.
  - iv.** Consultant and Authority staff will meet following the forum for a debriefing and review of the forum and public input received at the forum.
- d.** Immediately following the Orientation Meeting, Consultant will submit a progress review memo, documenting the tone and content of our meeting, as well as all shared understandings.

## **2. Phase II - Data Collection and Analysis**

- a.** Consultant will begin researching print media for publicly noted cases of prospective violations of fair housing law.
- b.** Consultant will prepare and make active the online 2019 Fair Housing Survey.
- c.** Consultant will be collecting selected decennial census and 2017 ACS census estimates data, which are expected to include:
  - i.** Racial and ethnic concentrations;
  - ii.** Disability status of the civilian non-institutionalized population;
  - iii.** The number of people in poverty;
  - iv.** Age and gender cohorts of the population;
  - v.** Racial, ethnic, and poverty concentrations will also be provided in geographic maps, with areas of high concentrations and disproportionate shares explicitly cited.
- d.** Consultant will collect additional pertinent economic, demographic, and housing data, to include:

- i.** Cost burden and severe cost burden, overcrowding, and severe overcrowding;
  - ii.** Disability by age;
  - iii.** Number of households by household income range;
  - iv.** Population by gender, age, race, and ethnicity;
  - v.** Poverty by age, individuals in poverty;
  - vi.** Number of housing units with incomplete kitchen or plumbing facilities.
- e.** Consultant will include other economic data related to employment and income, from the Bureau of Labor Statistics and the Bureau of Economic Analysis, for the Authority or County.
- f.** Consultant will collect HMDA data from 2008 through 2017 and analyze it by gender and race. Consultant will inspect home purchase loan application and lending patterns.
- g.** Consultant will portray racial, ethnic, and poverty attributes of the population in geographic maps as well as in context with mass transit, concentrations of assisted housing and other relationships seen in the data.

### **3. Phase III - Complete Analysis of Data and Preliminary Findings**

- a.** Consultant will manage the online fair housing survey. Consultant will analyze and then review the preliminary results with Authority staff during the progress review memos and progress review Webinars and discuss the tone and content of survey findings.
- b.** Consultant will complete processing of HMDA financial institution data and prepare the results in tabular and selected geographic map formats. Consultant will begin formal analysis and work toward drawing inferences about impediments to fair housing choice. Consultant will confer with the Authority about these inferences and prospective impediments.
- c.** Consultant will complete review of all complaint avenues and documentation and begin formal preparation of findings therein identified. This will include the number of cases registered with HUD and the DFEH, as well as the disposition of such cases through December 2017, or the most recently available.
- d.** Consultant will finalize all HMDA data analysis, prepare final evaluation of the survey, and complete analysis of all other data. This information will form the basis for a presentation for the fair housing forum.
- e.** Consultant will prepare an up to 60-minute PowerPoint presentation for the fair housing forum. The fair housing forum will also allow citizens to provide testimonials and additional input to affirmatively further fair housing. The fair

housing forum is separate from the Plan Community Meeting, but occurring during the same visit to the Authority.

**4. Phase IV - Identification of Impediments and Recommended Actions**

- a.** Consultant will summarize the content and findings of the fair housing forum for the strategy session occurring immediately following the fair housing forum.
- b.** This meeting will also include review of selected and suggested actions for the Authority to consider implementing over the upcoming five-year consolidated planning period.
- c.** Consultant will submit a progress review memo documenting the final identified impediments and recommended actions for the Authority to consider in overcoming the impediments.

**5. Phase V - Draft Report, Presentation, and Final Report**

- a.** Consultant will accumulate all exhibits, narratives, quantitative, and qualitative analysis developed to date and include this in the draft report for internal review. The AI will be developed in accordance with the format and guidelines included in the *Fair Housing Planning Guide*, released by HUD in March of 1996.
- b.** Consultant will submit the draft AI report for internal review. The document will include identified impediments to fair housing choice and actions to be considered in overcoming the impediments.
- c.** Following receipt of comments on the internal draft report, Consultant will submit the draft AI report for public review.
- d.** Consultant will prepare a PowerPoint presentation to be made during the public review period. Digital versions of the presentation will be delivered to the Authority prior to the presentation so that copies can be printed and distributed at the presentation. All scheduling details will have been worked out during the orientation meeting.
- e.** Consultant will modify the AI, if necessary, in accordance with comments and submit the final report on schedule.
- f.** Consultant will be available to make a presentation to the Authority.

The AI must include the following elements:

- 1.** An examination of pertinent data including demographic, income, employment, and housing data as well as studies that have been completed that relate to fair housing;

2. An assessment of the Authority’s prior and current fair housing program and activities, including an assessment of agencies currently providing fair housing services in the area;
3. The identification of impediments in the public and private sectors affecting all protected classes, listed in order of priority, with proposed methods of corrective actions and strategies to address these identified impediments and affirmatively further fair housing within the Authority;
4. An examination of the housing market and of market issues that relate to the sale or rental of housing, the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal, and property management;
5. An assessment and evaluation of public policies which affect the provision of fair housing, including but not limited to public services, state and local laws, ordinances, and regulations, planning and zoning laws and decisions, land use regulations, community development funding policies and practices in areas of low and high opportunity, procedures and practices of the local housing authority(ies), and property tax policies including, but not limited to, property assessment and tax exemption policies.

Additional tasks associated with AI:

1. Identify the public meetings needed as part of the information gathering process and the potential groups needed to participate. The Consultant shall be responsible for the facilitation of such meetings in conjunction with Authority staff, including preparing agendas, handouts, and other presentation materials as appropriate, as well as maintaining notes and results of each public meeting.
2. Provide drafts of the AI report in progress for review and comment by Authority staff prior to submission of the final document.
3. Provide no less than ten hard copies of the final AI report.

### **C. CITIZEN PARTICIPATION PLAN**

Underlying HUD requirements for the development of the Plan and the AI are requirements at 24 CFR 91.105 requiring that local governments adopt and follow a citizen participation plan. The Authority’s current Citizen Participation Plan (“CPP”), developed as a result of its most recent Plan and AI processes, was approved by Authority in 2016. The Consultant shall follow this plan in developing the Plan and AI, and also be prepared to provide recommendations to the Authority regarding revisions to the existing CPP in accordance with updates to 24 CFR 91.105. Key components of the CPP include:

1. Limited English Proficiency (LEP) Plan, a detailed plan for providing services and communications for persons and groups for whom English is not their primary language; and



2. Accommodations for persons with physical disabilities.

**II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the Authority:**

1. Draft versions of the Cons Plan and AI for review by Authority staff prior to release to the general public.
2. Draft versions of Plan and AI for availability to the general public for review and comment as required by U. S. Department of Housing and Urban Development regulations.
3. Final versions of Plan and AI for approval by Authority and submission to U.S. Department of Housing and Urban Development.

**III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the Authority apprised of the status of performance by delivering the following status reports:**

1. Progress review memorandum or web conference (as appropriate) at conclusion of each phase of both the Plan and AI process.

**IV. All work product is subject to review and acceptance by the Authority, and must be revised by the Consultant without additional charge to the Authority until found satisfactory and accepted by Authority.**

**V. Consultant will utilize the following personnel to accomplish the Services:**

1. Robert M. Gaudin, Operating Partner
2. Timothy Gottgetreu, Director of Research
3. Megan A. Brace, Project Manager
4. Brandon Giatti, GIS and Data Analyst
5. Kristen M. Bennett, Operations Manager
6. Spencer C. Keating, Research Assistant

**EXHIBIT “B”**  
**SPECIAL REQUIREMENTS**  
**(Superseding Contract Boilerplate)**

- I. Section 3.4 (“Term”) is hereby modified to read as follows (Deleted text is indicated in ~~strikethrough~~ and added text in ***bold italics***):

“Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not ~~exceeding one (1) years from the date hereof~~ ***to exceed June 30, 2020***, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

**EXHIBIT "C"**  
**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following services at the following rates:**

<b>SERVICE</b>	<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
Production of Five-Year Consolidated Plan and One-Year Annual Action Plan	As indicated on Exhibit C-1	233 hours	\$36,205.00
Production of Analysis of Impediments to Fair Housing Choice and Citizen Participation Plan	As indicated on Exhibit C-1	233 hours	\$36,205.00
Production Costs (airfare, lodging, ground transportation, document production, and shipping)	As indicated on Exhibit C-1	As required	\$2,095.00
<b>Total</b>			<b>\$74,505.00</b>

**II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**

**III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

**IV. The Authority will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

1. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
2. Line items for all materials and equipment properly charged to the Services.
3. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
4. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**V. The total compensation for the Services shall not exceed \$74,505.00 as provided in Section 2.1 of this Agreement.**

**VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "C-1"**

**CONSULTANT'S BILLING RATES**

<b><u>POSITION TITLE</u></b>	<b><u>RATE PER HOUR</u></b>
<b>Operating Partner</b>	<b>\$275.00</b>
<b>Director of Research</b>	<b>\$200.00</b>
<b>Project Manager</b>	<b>\$150.00</b>
<b>GIS and Data Analyst</b>	<b>\$125.00</b>
<b>Operations Manager</b>	<b>\$110.00</b>
<b>Research Assistant</b>	<b>\$ 90.00</b>

**EXHIBIT “D”**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all Services timely in accordance with the following schedule:**

<b>Task (For Both the Plan and AI)</b>	<b>Days to Perform</b>	<b>Deadline Date</b>
Phase 1 – Orientation	30 Days	October 15, 2019
Phase 2 – Data Collection and Analysis	60 Days	November 15, 2019
Phase 3 – Housing and Community Development Needs Assessment and Evaluation of Fair Housing Profile	90 Days	December 15, 2019
Phase 4 – Five-Year Housing and Community Development Strategic Plan and AI Fair Housing Issues Identified	135 Days	February 29, 2020
Phase 5 – Draft Reports, Public Review, and Final Reports. Draft versions of Five Year Consolidated Plan and Analysis of Impediments for review by Authority staff no later than March 26, 2020. Draft versions of Five-Year Consolidated Plan and Analysis of Impediments for availability to the public for review and comment no later than April 9, 2020. Final versions of Five-Year Consolidated Plan and Analysis of Impediments no later than May 11, 2020.	210 Days	May 15, 2020

**II. Consultant shall deliver the following tangible work products to the Authority by the following dates.**

1. Draft versions of Five Year Consolidated Plan and Analysis of Impediments for review by Authority staff no later than March 26, 2020.
2. Draft versions of Five-Year Consolidated Plan and Analysis of Impediments for availability to the public for review and comment no later than April 9, 2020.
3. Final versions of Five-Year Consolidated Plan and Analysis of Impediments no later than May 11, 2020.

**III. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**