



SOUTH GATE HOUSING AUTHORITY REGULAR MEETING AGENDA

Tuesday, March 10, 2020 at 5:30 p.m.

I. Call To Order/Roll Call

CALL TO ORDER
ROLL CALL

M. Belen Bernal, Chairperson
Carmen Avalos, City Clerk

II. City Officials

CHAIRPERSON
M. Belen Bernal

EXECUTIVE DIRECTOR
Michael Flad

VICE CHAIRPERSON
Denise Diaz

RECORDING SECRETARY
Carmen Avalos

**HOUSING AUTHORITY
MEMBERS**
Maria Davila
Al Rios
Bill De Witt

**DIRECTOR OF THE HOUSING
AUTHORITY**
Joe Perez

AUTHORITY COUNSEL
Raul F. Salinas

**TREASURER/CHIEF FINANCIAL
OFFICER**
Jackie Acosta

III. Meeting Compensation Disclosure

Pursuant to Government Code Section 54952.3: Disclosure of compensation for meeting attendance by Housing Authority Commissioners is \$75 per meeting.

IV. Open Session Agenda

1. Resolution Approving And Adopting The Official Bylaws

The South Gate Housing Authority will consider adopting Resolution No. 2020-01-HA approving and adopting the official Bylaws of the South Gate Housing Authority. (ADMIN)

Documents:

[ITEM 1 REPORT 03102020 HA.PDF](#)

2. Agreement With RSG, Inc., For General On-Call Services

The South Gate Housing Authority will consider: (ADMIN SVCS)

a. Approving an Agreement (Contract No. _____) with RSG, Inc., for general on-call services through and including June 30, 2021, in an amount not-to-exceed \$91,750; and

b. Authorizing the Chairperson to execute the Agreement in a form acceptable to Authority Counsel.

Documents:

[ITEM 2 REPORT 03102020 HA.PDF](#)

3. Minutes

The South Gate Housing Authority will consider approving the meeting minutes of January 28, 2020. (CLERK)

Documents:

[ITEM 3 REPORT 03102020 HA.PDF](#)

V. Comments From The Audience

VI. Comments From The Authority Members

VII. Adjournment

I, Carmen Avalos, Secretary, certify that a true and correct copy of the foregoing Meeting Agenda was posted on March 5, 2020, at 4:55 p.m., as required by law.

Carmen Avalos, CMC
City Clerk

Materials related to an item on this Agenda submitted to the Housing Authority after distribution of the agenda packet are available for public inspection in the City Clerk's Office

8650 California Avenue, South Gate, California 90280
(323) 563-9510 * fax (323) 563-5411 * www.cityofsouthgate.org

In compliance with the American with Disabilities Act, if you need special assistance to participate in the Housing Authority Meetings, please contact the Office of the City Clerk.

Notification 48 hours prior to the Housing Authority Meeting will enable the City to make reasonable arrangements to assure accessibility.

RECEIVED

MAR 4 2020

City of South Gate

Item No. 1

SOUTH GATE HOUSING AUTHORITY

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

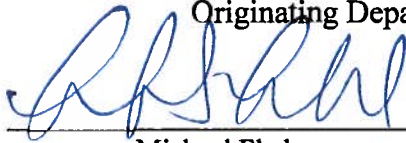
3:05pm

AGENDA BILL

For the Regular Meeting of: March 10, 2020

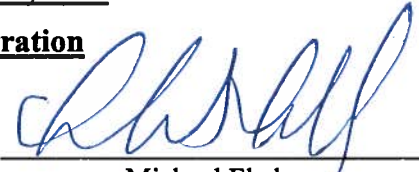
Originating Department: Administration

City Manager:



Michael Flad

City Manager:



Michael Flad

SUBJECT: RESOLUTION APPROVING AND ADOPTING THE OFFICIAL BYLAWS

PURPOSE: To formally approve and adopt the South Gate Housing Authority Bylaws.

RECOMMENDED ACTION: Adopt Resolution No. 2020-01-HA approving and adopting the official Bylaws of the South Gate Housing Authority.

FISCAL IMPACT: None.

ANALYSIS: The South Gate Housing Authority (Authority) desires to adopt official Bylaws of the Authority. Adoption of the proposed Resolution will adopt the proposed Bylaws.

BACKGROUND: Authority records indicate that the Authority held a meeting on June 27, 1983, and have held meetings since; however Authority staff have been unable to locate its original Bylaws despite a reasonably diligent search. Therefore, staff is recommending that the Authority adopt the proposed Resolution approving and adopting Bylaws that are generally consistent with the practices, procedures and powers given to the Authority.

ATTACHMENT: Proposed Resolution with proposed Bylaws.

RESOLUTION NO. 2020-01-HA

**CITY OF SOUTH GATE
LOS ANGELES COUNTY, CALIFORNIA**

**RESOLUTION OF THE SOUTH GATE HOUSING AUTHORITY
APPROVING AND ADOPTING THE OFFICIAL BYLAWS OF
THE SOUTH GATE HOUSING AUTHORITY**

WHEREAS, records indicate that the South Gate Housing Authority ("Authority") held a meeting on June 27, 1983, and have held meetings since; and

WHEREAS, the Authority has been unable to locate its original Bylaws despite a reasonably diligent search; and

WHEREAS, Authority staff have reviewed the attached Bylaws and have determined that they are generally consistent with the practices, procedures and powers given to the Authority; and

WHEREAS, the Authority desires to adopt official Bylaws of the Authority.

**NOW, THEREFORE, THE SOUTH GATE HOUSING AUTHORITY DOES HEREBY
RESOLVE AS FOLLOWS:**

SECTION 1. The South Gate Housing Authority hereby approves and adopts their Bylaws as described in Exhibit "A" attached hereto as the official Bylaws of the Authority.

[Remainder of page left blank intentionally.]

SECTION 2. The Recording Secretary shall certify to the adoption of this Resolution which shall be effective upon its adoption.

PASSED, APPROVED and ADOPTED this 10th day of March 2020.

CITY OF SOUTH GATE:

By: _____
Belén Bernal, Chairperson

ATTEST:

By: _____
Carmen Avalos, Recording Secretary
(SEAL)

APPROVED AS TO FORM:

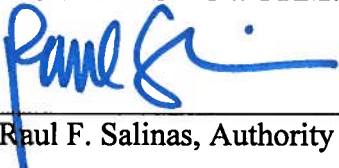
By:  _____
Raul F. Salinas, Authority Counsel

Exhibit “A”

**BYLAWS
of the
SOUTH GATE HOUSING AUTHORITY
OF THE CITY OF SOUTH GATE, CALIFORNIA**

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**BYLAWS OF THE
SOUTH GATE HOUSING AUTHORITY
OF THE CITY OF SOUTH GATE, CALIFORNIA**

ARTICLE I.

SECTION 100 - THE AUTHORITY.

SECTION 101. Name of Authority. The official name of the Authority shall be the "South Gate Housing Authority."

SECTION 102. Seal of Authority. The Authority may have a seal. The seal of the Authority shall be in the form of a circle and shall bear the name of the Authority.

SECTION 103. Office of Authority and Place of Meeting. The office of the Authority shall be at City Hall, 8650 California Avenue, South Gate, California. The meetings of the Authority shall be held in the Council Chambers of City Hall, 8650 California Avenue, South Gate, California.

SECTION 104. Powers. The powers of the Authority shall be vested in the members thereof then in office, who reserve unto themselves the right to delegate such powers as are appropriate and permissible by law.

SECTION 105. Members. The members of the Authority shall be the members of the City Council of the City of South Gate, California.

SECTION 106. Compensation of Members. The members of the Authority shall receive such compensation as the City Council prescribes, but said amount shall not exceed \$75.00 per member for each meeting of the Authority attended by such member. No member shall receive compensation for attending more than four meetings of the Authority during any calendar month. In addition, members shall receive their actual and necessary expenses, including travel expenses incurred in the discharge of their duties.

SECTION 107. Governing Body. The members of the City Council of the City of South Gate, California, shall constitute the governing body of the Authority, which governing body shall be known as the Authority.

ARTICLE II.

SECTION 200 – OFFICERS.

SECTION 201. Officers. The officers of the Authority shall be a Chairperson, a Vice Chairperson, an Executive Director, a Recording Secretary, a Treasurer/Chief Financial Officer, a Director and an Authority Counsel.

SECTION 202. Chairperson. The Chairperson shall be the Mayor of the City of South Gate, California, elected as provided by statute. The Chairperson shall preside at all meetings of the Authority. Except as

otherwise authorized by resolution of the Authority or the provisions of these Bylaws, the Chairperson shall sign all contracts, deeds, resolutions and other instruments made by the Authority. At each meeting, the Chairperson shall submit such recommendations and information as the Chairperson may consider proper concerning the business, affairs and policies of the Authority.

SECTION 203. Vice Chairperson. The Vice Chairperson shall be the Vice Mayor of the City of South Gate, California, elected as provided by statute. The Vice Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In case of resignation or death of the Chairperson, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall elect a new Chairperson.

SECTION 204. Executive Director. The Executive Director shall be the City Manager of the City of South Gate, California. The Executive Director shall have general supervision over the administration of the Authority business and affairs, subject to the direction of the Authority.

SECTION 205. Recording Secretary. The Recording Secretary shall be the City Clerk of the City of South Gate, California, elected as provided by statute. The Recording Secretary shall keep the records of the Authority, shall act as secretary at the meetings of the Authority, record all votes and keep a record of the proceedings of the Authority in the form of minutes to be kept for such purpose, and shall perform all duties incident to the office of Recording Secretary. The Recording Secretary shall maintain a record of all official proceedings of the City Council of the City of South Gate, California, relevant to the Authority. The Recording Secretary shall keep the seal of the Authority and shall be authorized to affix the seal to all contracts, deeds and other instruments made by the Authority.

SECTION 206. Treasurer/Chief Financial Officer. The Treasurer/Chief Financial Officer shall be the Director of Administrative Services of the City of South Gate, California. The Treasurer/Chief Financial Officer shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Treasurer/Chief Financial Officer shall pay out and disburse such funds at the direction of the Authority. The Treasurer/Chief Financial Officer shall keep regular books of accounts, showing receipts and expenditures, and shall render to the Authority at each regular meeting, or more often when requested, an account of transactions and the financial condition of the Authority. The Treasurer/Chief Financial Officer shall give such bond for faithful performance of the Treasurer/Chief Financial Officer's duties as the Authority may determine.

SECTION 207. Director. The Director shall be the Director of Community Development of the City of South Gate, California. The Director shall submit such recommendations and information to the Authority to consider the business, affairs and policies of the Authority.

SECTION 208. Authority Counsel. The Authority Counsel shall be the City Attorney of the City of South Gate, California. The Authority Counsel shall perform all legal services as may be required by the Authority.

SECTION 209. Compensation of Officers. The compensation of officers of the Authority shall be fixed and determined by the Authority, subject to the laws of the State of California, provided that Authority Officers who are City employees shall not receive compensation as Authority officers other than

compensation received for their City employment.

SECTION 210. Additional Personnel. In the temporary absence of the Chairperson and Vice Chairperson, the Authority members shall elect a member present as temporary Chairperson for the purpose of conducting meetings and performing the duties of the Chairperson. Should the offices of Chairperson and Vice Chairperson become vacant, the Authority shall appoint a successor within a reasonable time or by resolution determine that such office shall remain vacant for a definite or indefinite period of time.

SECTION 211. Additional Duties. The Officers of the Authority shall perform such other duties and functions as may from time to time be required by the Authority or these Bylaws or by resolution or minute order of the Authority.

SECTION 212. Additional Personnel. The Authority may from time-to-time select, appoint or employ such other permanent and temporary deputy officers, agents, counsel and employees as it deems necessary to exercise its powers, duties and functions. The selection and compensation of such officers and other personnel shall be determined by the Authority.

ARTICLE III. **SECTION 300 – GENERAL.**

SECTION 301. Authority to Bind Authority. No member, officer, agent or employee of the Authority, without prior authorization from the Authority, shall have any power or authority to bind the Authority by any contract, to pledge its credits or to render it liable for any purpose in any amount.

SECTION 302. Payment of Money. All checks, drafts or other orders for the payment of money issued in the name of or payable to the Authority shall be signed or endorsed by such person or persons as the Authority shall from time-to-time designate. All orders for the payment of money require the votes of at least three (3) members of the Authority.

ARTICLE IV. **SECTION 400 – MEETINGS.**

SECTION 401. Regular Meetings. The Authority shall meet the second (2nd) and fourth (4th) Tuesday of every month, for which an agenda is posted at least 72 hours in advance of such meeting (each, a “Regular Meeting”). Each such regular meeting shall be held at 5:30 p.m., in the Council Chambers of City Hall, located at 8650 California Avenue, South Gate, California, 90280.

SECTION 402. Special Meetings. A special meeting may be called at any time by the Chairperson, or upon the written request of two (2) of the members of the Authority, by delivering, personally or by e-mail, written notice to each Authority Member. Such notice must be received at least 24 hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. No other business shall be considered at such meeting. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the Recording Secretary a written waiver of notice.

SECTION 403. Posting Agendas/Notices. The Recording Secretary or his/her authorized representative shall post an agenda for each regular Authority meeting or a notice for each special Authority meeting containing a brief description of each item of business to be transacted or discussed at the meeting including the time and location of meeting. Agendas/notices shall be posted at City Hall, 8650 California Avenue, South Gate, California, in a location readily accessible to the public, at least 72 hours in advance of each regular meeting and at least 24 hours in advance of each special meeting. The Recording Secretary shall maintain a record of each posting.

SECTION 404. Cancellations without Convening. If there is no scheduled business to conduct, no agenda for the Authority shall be posted and such regular meeting shall be automatically canceled thereby.

SECTION 405. Amendment of Meeting Schedule. The regular meeting schedule established herein may be amended by the adoption of a supplemental resolution by the Authority.

SECTION 406. Right of Public to Appear and Speak. At every regular meeting, members of the public shall have an opportunity to address the Authority on matters within the Authority's subject matter jurisdiction. Except for matters scheduled for formal public hearing, public input and comment on matters not otherwise on the agenda, shall be made during the time set aside for public comment on matters on the agenda be heard when the matter regularly comes up on the agenda.

The Chairperson or presiding officer may limit the total amount of time allocated for public discussion by particular issues and/or the time allocated for each individual speaker.

SECTION 407. Non-Agenda Items. Matters brought before the Authority at a regular meeting which were not placed on the agenda of the meeting shall not be acted upon by the Authority at that meeting unless action on such matters is permissible pursuant to the Ralph M. Brown Act (Government Code Section 54950 et seq.). Those non-agenda items brought before the Authority which the Authority determines will require Authority action at the meeting is not so authorized shall either be placed on the agenda for the next regular meeting or referred to staff, as directed by the Chairperson or the presiding officer.

SECTION 408. Closed Sessions. Nothing contained in these Bylaws shall be construed to prevent the Authority from holding Closed Sessions during a regular or special meeting concerning any matter permitted by law to be considered in Closed Session.

SECTION 409. Adjourning Meetings or Continuing Public Hearings. The Authority may adjourn any meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members of the Authority are absent from any regular meeting or adjourned regular meeting, the Recording Secretary or his/her authorized representative may declare the meeting adjourned to a stated time and place and shall cause a written notice of adjournment to be given in the manner as provided for special meetings, unless such notice is waived as provided for special meetings. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of adjournment. When a regular

or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings in these Bylaws.

Any hearing being held, or noticed or ordered to be held, by the Authority at any meeting may by order or notice of continuance be continued or recontinued to any subsequent meeting of the Authority in the same manner and to the same extent set forth in this section for the adjournment of meetings; provided, that if the hearing is continued to a time less than 24 hours after the time specified in the order or notice of hearing, a copy of the order or notice of continuance of hearing shall be posted immediately following the meeting at which the order or declaration of continuance was adopted or made.

SECTION 410. Quorum. Three (3) members of the Authority shall constitute a quorum for the purpose of conducting Authority business, exercising Authority powers and for all other purposes, but a smaller number may adjourn from time-to-time until the quorum is obtained. Every official act of the Authority shall be adopted by a majority vote, except as otherwise required by law. A “majority vote” shall mean a majority of all members present when a quorum is present.

SECTION 411. Order of Business. At the regular meetings and special meetings of the Authority, the following shall be the order of business; provided, however, that the Chairperson may, with the approval of the majority of the Authority, address items out of order, if due to the number of persons present who are interested in a particular issue, or because of the distance that person interested in a given matter must travel, or otherwise for the orderly conduct of the meeting, the Authority should so decide.

1. Regular Meetings. The order of business for all regular and adjourned meetings shall be as follows:
 - a. Call to Order/Roll call;
 - b. Public Hearings;
 - c. Resolutions and Contracts;
 - d. Treasurer/Chief Financial Officer’s report;
 - e. Reports and projects;
 - f. Approval of minutes;
 - g. Comments from the Audience;
 - h. Comments from Authority Members; and
 - i. Adjournment.

All resolutions shall be in writing and designated by number, reference to which shall be inscribed in the minutes and an approved original of each resolution filed in the official book of resolutions of the Authority.

2. Special Meetings and Closed Session Meetings. The order of business for all special meetings shall be as follows:
 - a. Call to Order/Roll call;

- b. Transaction of business for which the special meeting is called; and
- c. Adjournment.

SECTION 412. Manner of Voting. The voting on formal resolutions, matters to any federal, state, county or city agency, and on such other matters as may be requested by a majority of the Authority members, shall be by roll call, and the ayes, noes and members present not voting shall be entered upon the minutes of such meeting, except on the election of officers, which may be by ballot.

SECTION 413. Parliamentary Procedure. Unless a different procedure is established by resolution of the Authority or set forth in these Bylaws, the rules of parliamentary procedure as set forth in Robert's Rules of Order Revised shall govern all meetings of the Authority.

SECTION 414. Applicability of Ralph M. Brown Act. Meetings of the Authority shall be held, notice given and the business of the Authority conducted, all as provided in the Ralph M. Brown Act, being California Government Code Section 54950, et. seq.

SECTION 415. Civil Service Procedures. Pursuant to Section 34278 of the Law, the Authority hereby adopts by reference the Rules & Regulations for the Administration of Civil Service Procedures adopted by the City Council of the City of South Gate, California, pursuant to Resolution No. 6377 and dated June 24, 1997, as that Resolution exists as of the date of this Resolution and as hereafter may be amended from time to time, as the Civil Service Procedures applicable to all Authority employees.

ARTICLE V.

SECTION 500 – AMENDMENTS.

SECTION 501. Amendments to Bylaws. The Bylaws of the Authority may be amended by resolution of the Authority at any regular or special meeting by majority vote, provided that no such amendment shall be adopted unless at least seven (7) days written notice thereof has been previously give to all members of the Authority. Such notice shall identify the section or sections of these Bylaws proposed to be amended.

ARTICLE VI.

SECTION 600 – CONFLICT OF INTEREST.

SECTION 601. Conflict of Interest. Pursuant to Section 34278 of the Law, the Authority hereby adopts by reference the Conflict of Interest Code adopted by the City Council of the City of South Gate, California, pursuant to Resolution No. 7827 and dated August 28, 2018, as that code exists as of the date of this Resolution and as hereafter may be amended from time to time, as the Conflict of Interest Code applicable to all officers and employees of the Authority.

PASSED, APPROVED and ADOPTED on the 10th day of March 2020, by Resolution No. 2020-01-HA.

City of South Gate

RECEIVED SOUTH GATE HOUSING AUTHORITY

MAR 5 2020

AGENDA BILL

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER
11:40am

For the Regular Meeting of: March 10, 2020
Originating Department: Administrative Services

Treasurer/Chief Financial Officer:


Jackie Acosta

Executive Director:


Michael Flad

SUBJECT: PROFESSIONAL SERVICES AGREEMENT WITH RSG, INC., FOR GENERAL ON-CALL SERVICES

PURPOSE: To approve a Professional Services Agreement (PSA) with the RSG, Inc., to provide general on-call services to the Housing Authority.

RECOMMENDED ACTIONS:

- a. Approve Agreement with RSG, Inc., for general on-call services through and including June 30, 2021, in an amount not-to-exceed \$91,750; and
- b. Authorize the Chairperson to execute the Agreement in a form acceptable to Authority Counsel.

FISCAL IMPACT: Funds were included in the Fiscal Year 2019/20 Housing Authority budget for RSG's services.

ANALYSIS: The Housing Authority has several ongoing projects for which additional outside expertise is needed to assist staff with the successful completion of the projects. RSG has provided these services in the past and it is staff's desire that they continue to assist staff with these various projects.

BACKGROUND: The Housing Authority has several ongoing projects that require outside expertise, including the projects at 9019 Long Beach Blvd. and 13050 Paramount Blvd. The Housing Authority has had a successful and productive partnership with RSG for several years and desires to continue that relationship. RSG is an expert in the fields of community development, economic development, housing, the winding down of redevelopment agencies and so much more.

By approving the proposed PSA, the Housing Authority Board is authorizing staff to continue to work with RSG, Inc., through and including June 30, 2021, to further our efforts towards successful completion of these ongoing projects.

ATTACHMENT: Proposed Professional Services Agreement with RSG, Inc.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR GENERAL
ON-CALL SERVICES BETWEEN THE SOUTH GATE HOUSING AUTHORITY
AND RSG, INC.**

This Agreement for Professional Services for General On-Call Services ("Agreement"), is made and entered into on March 10, 2020, by and between the South Gate Housing Authority ("Housing Authority"), of the City of South Gate, a municipal corporation, and RSG, Inc., a California corporation ("Consultant"). Housing Authority and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Housing Authority desires to retain Consultant for General On-Call Services; and

WHEREAS, Consultant warrants to the Housing Authority that it has the requisite skills, knowledge, qualifications, manpower and expertise to perform properly and timely the Professional Services under this Agreement; and

WHEREAS, based on such representation, the Housing Authority desires to contract with Consultant to perform the services described in the Scope of Services attached hereto as Exhibit "A" of this Agreement.

NOW, THEREFORE, the Parties hereby agree as follows:

1. **SCOPE OF SERVICES.** The Housing Authority hereby engages Consultant, and Consultant accepts such engagement, to perform the services set forth in the Scope of Services as described in Exhibit "A" attached hereto and made part of this Agreement. The Scope of Services may be mutually amended from time to time by both Parties in writing.
2. **COMPENSATION.** The total amount of compensation for this Agreement shall not exceed the sum of **Ninety One Thousand, Seven Hundred and Fifty Dollars (\$91,750)** as described in the Fee Proposal attached hereto as Exhibit "B." The Housing Authority shall pay Consultant for its professional services rendered and reasonable costs incurred pursuant to this Agreement. No additional compensation shall be paid for any other expenses incurred unless first approved in writing by the Director of the Housing Authority.
 - 2.1 Consultant shall be required to attend meetings at City Hall as necessary in the delivery of the projects. Travel time between the Consultant's office and City Hall shall not be billable; however, mileage is an allowable charge reimbursable at the federal rate. Consultant may request an exemption on a case by case basis.
 - 2.2 Consultant shall submit to the Housing Authority a monthly invoice for services rendered included in Exhibit "A." The Housing Authority shall pay the Consultant

within forty-five (45) days of receipt of the invoice.

- 2.3 No payment made hereunder by the Housing Authority to Consultant, other than the final payment, shall be construed as an acceptance by the Housing Authority of any work or materials, nor as evidence of satisfactory performance by Consultant of its obligations under this Agreement.

3. **TERM OF AGREEMENT.** This Agreement is **effective as of March 10, 2020**, and will remain in effect **through and including June 30, 2021**, unless otherwise expressly extended and agreed to by both Parties in writing, or terminated by either Party as provided herein.

4. **HOUSING AUTHORITY AGENT.** The Director of the Public Housing Authority, for the purposes of this Agreement, is the agent for the Housing Authority. Whenever approval or authorization is required, Consultant understands that the Director of the Housing Authority has the authority to provide that approval or authorization.

5. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located within the Housing Authority which may be affected by the services to be performed by Consultant under this Agreement. Consultant further represents that in performance of this Agreement, no person having such interest shall be employed by it. Within ten (10) days, Consultant agrees that it will immediately notify the Housing Authority of any other conflict of interest that may exist or develop during the term of this Agreement.

- 5.1 Consultant represents that no Housing Authority employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in the Consultant's business or in this Agreement by any Housing Authority employee or official.

6. **GENERAL TERMS AND CONDITIONS.**

- 6.1 **Termination for Convenience.** The Housing Authority may terminate this Agreement at any time without cause by giving fifteen (15) days written notice to Consultant of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall, at the option of the Housing Authority, become its property. If this Agreement is terminated by the Housing Authority as provided herein, Consultant will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

- 6.2 **Termination for Cause.**

- 6.2.1 The Housing Authority may, by written notice to Consultant, terminate the

whole or any part of this Agreement in any of the following circumstances:

- a. If Consultant fails to perform the services required by this Agreement within the time specified herein or any authorized extension thereof; or
- b. If Consultant fails to perform the services called for by this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period as the Housing Authority may authorize in writing) after receipt of notice from the Housing Authority specifying such failure.

6.2.2 In the event the Housing Authority terminates this Agreement in whole or in part as provided above in Subsection 6.2.1, the Housing Authority may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

6.2.3 If this Agreement is terminated as provided above in Subsection 6.2.1, the Housing Authority may require Consultant to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, films, charts, sketches, computation, surveys, models, or other similar documentation prepared by Consultant. Upon such termination, Consultant shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents whether delivered to the Housing Authority or in possession of Consultant, and to authorized reimbursement expenses.

6.2.4 If, after notice of termination of the Agreement under the provisions of Subsection 6.2.1 above, it is determined, for any reason, that Consultant was not in default, or that the default was excusable, then the rights and obligations of the Parties shall be the same as if the notice of termination had been issued pursuant to Subsection 6.1 above.

6.3 Non-Assignability. Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the Housing Authority.

6.4 Non-Discrimination.

6.4.1 Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, gender, gender identity (including gender expression), color, religion, ancestry, sexual orientation, national origin, disability, age, marital status, family/parental status, or

veteran/military status, in the performance of its services and duties pursuant to this Agreement and will comply with all applicable laws, ordinances and codes of the Federal, State, and County and City governments. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, disabled or age. Consultant will take affirmative action to ensure that all employment practices, including those of any subcontractors retained by Consultant to perform services under this Agreement, are free from such discrimination. Such employment practices include but are not limited to hiring, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.4.2 The provisions of Subsection 6.4.2 above shall be included in all solicitations or advertisements placed by or on behalf of Consultant for personnel to perform any services under this Agreement. The Housing Authority shall have access to all documents, data and records of Consultant and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 (relating to federal restrictions against discriminatory practices) is available for review and on file with the City Clerk's Office.

6.5 Insurance. Consultant shall submit to the Housing Authority certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement:

6.5.1 Workers' Compensation Insurance as required by law. Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees.

6.5.2 Comprehensive general and automotive liability insurance protecting Consultant in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of one occurrence, and \$500,000 for property damages or a combined single limit of \$1,000,000, with an aggregate of \$2,000,000. Each such policy of insurance shall:

- a. Be issued by a financially responsible insurance company or companies admitted or authorized to do business in the State of California or which is approved in writing by the Housing Authority.
- b. Name and list as additional insured the Housing Authority, its

officers and employees.

- c. Specify its acts as primary insurance.
- d. Contain a clause substantially in the following words: "It is hereby understood and agreed that this policy shall not be canceled except upon thirty (30) days prior written notice to the Housing Authority of such cancellation or material change."
- e. Cover the operations of Consultant pursuant to the terms of this Agreement.

6.6 Indemnification. Consultant agrees to indemnify, defend and hold harmless the Housing Authority and/or any other City of South Gate agency, including other employees, officers and representatives, for/from any and all claims or actions of any kind asserted against the Housing Authority and/or any other City agency arising out of Consultant's (including Consultant's employees, representatives, products and subcontractors) negligent performance under this Agreement, excepting only such claims or actions which may arise out of sole or active negligence of the Housing Authority and/or any other City agency, or any third parties not acting on behalf of, at the direction of, or under the control of Consultant.

6.7 Compliance With Applicable Law. Consultant and Housing Authority shall comply with all applicable laws, ordinances and codes of the federal, state, county and city governments, without regard to conflict of law principles.

6.8 Independent Contractor. This Agreement is by and between Housing Authority and Consultant and is not intended, nor shall it be construed, to create the relationship of agency, servant, employee, partnership, joint venture or association, as between Housing Authority and Consultant.

6.8.1. Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the Housing Authority. Neither Housing Authority nor any of its officers or employees shall have any control over the conduct of Consultant, or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner represent that it, or any of its agents, servants or employees are in any manner employees of the Housing Authority, it being distinctly understood that Consultant is and shall at all times remain to the Housing Authority a wholly independent contractor and Consultant's obligations to the Housing Authority are solely such as are prescribed by this Agreement.

6.8.2. Indemnification of CalPERS Determination- In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent

jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the Housing Authority, Consultant shall indemnify, defend, and hold harmless the Housing Authority for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the Housing Authority.

6.9 Consultant's Personnel.

6.9.1 All services required under this Agreement will be performed by Consultant, or under Consultant's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services, including, without limitation, a City of South Gate business license as required by the South Gate Municipal Code.

6.9.2 Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and compliance with all reasonable performance standards established by the Housing Authority.

6.9.3 Consultant shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

6.9.4 Consultant shall indemnify and hold harmless the Housing Authority and all other related entities, officers, employees, and representatives, from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices, or of any acts or omissions by Consultant in connection with the work performed arising from this Agreement.

6.10 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of Consultant.

6.11 Legal Construction.

6.11.1 This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California, without regard to conflict of law principles.

6.11.2 This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated

equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

6.11.3 The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

6.11.4 Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.12 Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of the Housing Authority from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of the Housing Authority's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the Housing Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the Housing Authority for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

6.13 Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during the Housing Authority's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by Housing Authority, and the cost thereof shall be charged to the Consultant.

6.14 Files. All files of Consultant pertaining to Housing Authority shall be and remain the property of Housing Authority. Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.15 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other Party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such a Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any

default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

- 6.16 Mitigation of Damages.** In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.
- 6.17 Severability.** If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
- 6.18 Attorney's Fees.** The Parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorney's fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing Party in such action shall be entitled to reasonable attorney's fees and costs in addition to all other relief to which that Party or those Parties may be entitled.
- 6.19 Entire Agreement and Amendments.** This Agreement constitutes the whole agreement between the Housing Authority, and Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any amendments, changes or modifications to this Agreement must be made in writing and appropriately executed by both the Housing Authority and Consultant.
- 6.20 Notices.** Any notice required to be given hereunder shall be deemed to have been given by email transmission with confirmation of delivery, and depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO HOUSING AUTHORITY:

South Gate Housing Authority
Joe Perez
Director of Housing Authority
8650 California Avenue
South Gate, CA 90280
Email: jpercz@sogate.org

WITH COURTESY COPY TO:

City Clerk's Office
Carmen Avalos
Recording Secretary
8650 California Avenue
South Gate, CA 90280
Email: cavalos@sogate.org

TO CONSULTANT:

RSG, Inc.
Jim Simon
Principal
17872 Gillette Avenue
Irvine, CA 92614
Email: jsimon@webrsg.com

- 6.21 Warranty of Authorized Signatories.** Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.
- 6.22 Consultation With Attorney.** Consultant warrants and represents that it has consulted with an attorney or knowingly and voluntarily decided to forgo such a consultation.
- 6.23 Interpretation Against Drafting Party.** Housing Authority and Consultant agree that they have cooperated in the review and drafting of this Agreement. Accordingly, in the event of any ambiguity, neither Party may claim that the interpretation of this Agreement shall be construed against either Party solely because that Party drafted all or a portion of this Agreement, or the clause at issue.
- 6.24 Counterparts.** This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties herein.

[Remainder of page left blank intentionally.]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**SOUTH GATE
HOUSING AUTHORITY:**

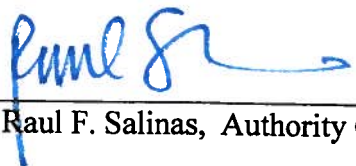
By: _____
M. Bélen Bernal, Chairperson

Dated: _____

ATTEST:

By: _____
Carmen Avalos, Recording Secretary
(SEAL)

APPROVED AS TO FORM:

By:  _____
Raul F. Salinas, Authority Counsel

RSG, INC.:

By: _____
Jim Simon, Principal

Dated: _____

**SCOPE OF SERVICES
2019-21 WORK PROGRAM FOR THE SOUTH GATE HOUSING AUTHORITY**

RSG would provide the following services to the South Gate Housing Authority on an as-needed basis as directed by the Client, in accordance with the fee schedule attached as Attachment "B" to this Scope of Services. These services include the following:

Task 1 - RSG would prepare reports as required of the Housing Authority and in its capacity as housing successor agency to the former Community Development Agency. Additionally, RSG would provide real estate, relocation, and project advisory services to the Housing Authority for the management of existing assets and pursuit of new affordable housing projects, including but not limited to the design and development of 9001-9015 Long Beach Boulevard and 9019 Long Beach Boulevard. Finally, RSG would assist the Housing Authority with other tasks, including meetings and presentations, as directed by staff.

**MINUTES FOR THE REGULAR MEETING OF THE
PUBLIC HOUSING AUTHORITY OF THE CITY OF SOUTH GATE**

TUESDAY, JANUARY 28, 2020

CALL TO ORDER The meeting of the South Gate Public Housing Authority was called to order by Chairwoman Bernal at 5:31 p.m.

ROLL CALL Carmen Avalos, Recording Secretary

PRESENT Chairwoman M. Belén Bernal, Authority Member Maria Davila, Authority Member Al Rios and Authority Member Bill De Witt; Executive Director Michael Flad; Director of the Public Housing Authority Joe Perez and Legal Counsel Raul F. Salinas

ABSENT Vice Chairwoman Denise Diaz

I
DEVELOPMENT The South Gate Public Housing approved items A & B by motion of Authority Member De Witt and seconded by Chairperson Bernal:

- a. Approving Amendment No. 2 to Contract No. 2019-01-HA, the Exclusive Negotiation Agreement with Habitat for Humanity of Greater Los Angeles for a proposed development of an affordable housing project on properties at 9001, 9015 and 9019 Long Beach Boulevard and
- b. Authorizing the Housing Authority Chairperson to execute Amendment No. 2 in a form acceptable to the Legal Counsel.

Execute Director Flad stated entering into an agreement with Habitat for Humanity for the purposes of negotiating a deal to develop housing on Long Beach Boulevard. Those negotiations have been ongoing. Staff's recommendation is to extend this agreement to continue the negotiations.

Legal Counsel Salinas disclosed for the record that he sits on the Board of Directors for Habitat, does not receive any compensation, it is a volunteer position and recuses himself from this item.

Chairperson Bernal asked if anyone in the audience wished to speak on this item. Seeing no one step forward; Chairperson Bernal closed the audience portion.

2
**COMMUNITY DEV/
HOUSING**

The South Gate Housing Authority received and filed the Housing Successor Agency Annual Report for Fiscal Year 2018/19 by motion of Chairperson Bernal and seconded by Authority Member De Witt.

Execute Director Flad stated that this item is relatively new due to the creation of the Successor Agency and their role in overseeing the Housing Authority. He believes City staff has the authority to administratively approve this annual report, but in abundance of transparency it was brought forward to the Authority.

Director Perez stated the report mentions housing related funds, disposition of City properties and fund activities.

Chairperson Bernal asked if anyone in the audience wished to speak on this item. Seeing no one step forward; Chairperson Bernal closed the audience portion.

3
MINUTES

The South Gate Housing Authority approved the meeting minutes of November 12, 2019 by motion of Chairperson Bernal and seconded by Authority Member Davila.

4
**COMMENTS FROM
THE AUDIENCE**

None.

5
**COMMENTS FROM THE
AUTHORITY MEMBERS**

None.

ADJOURNMENT

Authority Member Davila adjourned the meeting at 5:37 p.m. and seconded by Chairperson Bernal.

PASSED and **APPROVED** this 10th day of March, 2020.

M. Belén Bernal, Chairman

Joseph Perez, Secretary