



SOUTH GATE HOUSING AUTHORITY REGULAR MEETING AGENDA

Tuesday, May 25, 2021 at 5:30 p.m.

TELECONFERENCE

DIAL-IN-NUMBER: 1 (669) 900-6833

MEETING ID: 841 4179 0106

<https://us02web.zoom.us/j/84141790106>

I. Call To Order/Roll Call

CALL TO ORDER

Al Rios, Chairperson

ROLL CALL

Carmen Avalos, City Clerk

II. City Officials

CHAIRPERSON

Al Rios

INTERIM EXECUTIVE DIRECTOR

Chris Jeffers

VICE CHAIRPERSON

Maria del Pilar Avalos

RECORDING SECRETARY

Carmen Avalos

**HOUSING AUTHORITY
MEMBERS**

Maria Davila

Denise Diaz

Gil Hurtado

**INTERIM DIRECTOR OF THE HOUSING
AUTHORITY**

Paul Adams

AUTHORITY COUNSEL

Raul F. Salinas

**TREASURER/CHIEF FINANCIAL
OFFICER**

COVID 19 Meeting Procedures

Pursuant to Governor Newsom's Executive Order N-29-20, dated March 17, 2020, members of the South Gate City Housing Authority, staff, and the public will participate in the May 25, 2021 meeting via a teleconference. To avoid exposure to COVID-19 this meeting will be held with City Council Members participating via teleconference by calling Dial-in-Number: 1 (669) 900-6833 and Meeting ID: 841 4179 0106 and <https://us02web.zoom.us/j/84141790106>

Procedure for Participation:

Any person wanting to participate may request to "speak" on an agenda item. Once acknowledged and authorized by the Chairperson the person may speak. Alternatively, any person may submit comments on an item electronically by emailing cavalos@sogate.org. Submissions by email must be received **45 minutes** prior to the posted start time of the meeting if emailing subject/public comment. All emails will be made part of the record, copies to City Council and filed.

Subject line should read: **COMMENTS FOR ITEM _____, MEETING OF MAY 25, 2021.**

Please note, you will enter the meeting muted, but if you want to comment on an Agenda Item or during the public comment portion of the Agenda, raise your hand or press *9 at the appropriate time indicated by the Mayor. When you are selected to speak, you will hear that you are unmuted, this is the time to make your public comments. Your patience with these changes is appreciated as the City adjusts to new ways of conducting business during the COVID-19 pandemic. Thank you.

Accessibility: Reasonable accommodations for individuals with disabilities will be handled on a case-by-case basis and in accordance with the Americans with Disabilities Act and Governor Newsom's Executive Order N-29-20. Please call the Office of the City Clerk at 323.563.9510.

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. Amendment No. 1 To Contract No. 2020-01-HA With RG, Inc., Extended For On-Call Services

The South Gate Housing Authority will consider: (CD)

a. Approving Amendment No. 1 to Contract No. 2020-01-HA with RSG, Inc., to

continue providing as needed on-call services through June 30, 2022, in an amount not to exceed \$138,520; and

b. Authorizing the Chairperson to execute Amendment No. I in a form acceptable to the Authority Counsel.

Documents:

[ITEM 1 REPORT 052521 HA.PDF](#)

2. Minutes

The South Gate Public Housing Authority will consider approving: (CLERK)

- a. The regular meeting minutes of January 12, 2021;
- b. The regular meeting minutes of April 27, 2021;
- c. The regular meeting minutes of May 11, 2021.

Documents:

[ITEM 2 REPORT 052521 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 May 20, 2021, at 1:25 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

Item No. 1

MAY 20 2021

CITY OF SOUTH GATE
OFFICE OF THE CITY MANAGER

6:50am

City of South Gate
SOUTH GATE HOUSING AUTHORITY

AGENDA BILL

For the Regular Meeting of: May 25, 2021

Originating Department: Community Development

Acting Director:

William Campana
William Campana

Interim City Manager:

Chris Jeffers
Chris Jeffers

SUBJECT: AMENDMENT NO. 1 TO CONTRACT NO. 2020-01-HA WITH RSG, INC., TO CONTINUE PROVIDING GENERAL ON-CALL SERVICES FOR THE SOUTH GATE HOUSING AUTHORITY

PURPOSE: To amend Contract No. 2020-01-SA with RSG, Inc., to continue providing general on-call services to the South Gate Housing Authority for an additional one-year.

RECOMMENDED ACTIONS: The South Gate Housing Authority will consider:

- a. Approving Amendment No. 1 to Contract No. 2020-01-HA with RSG, Inc., to continue providing as needed on-call services through June 30, 2022, in an amount not to exceed \$138,520; and
- b. Authorizing the Chairperson to execute Amendment No. 1 in a form acceptable to the Authority Counsel.

FISCAL IMPACT: Funds, in the amount of \$138,520, were included in the Fiscal Year 2021/22 Municipal Budget in Account Number 100-601-42-6101.

ALIGNMENT WITH COUNCIL GOALS: The Services provided through this agreement allows for more effective development of programs and policies related to future planning and affordable housing. This agreement supports the City Council's goals of "continuing and protecting strong neighborhoods" and "continuing infrastructure improvements."

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 the services in the past and it is staff's desire that they continue to assist staff with these various projects.

The Housing Authority services include certain reporting activities required by law of housing authorities and housing successors to former redevelopment agencies as well as affordable housing projects, including beginning work to dispose of 2703 Tweedy Boulevard, as well as affordable housing development projects planned for 9001-19 Long Beach Boulevard, 7916 Long Beach Boulevard, and 13050 Paramount Boulevard. Additionally, with PLHA and other funding available, RSG would assist the Housing Authority identify, assess, and potentially assemble additional infill sites for affordable housing development.

The total budget for 2021-22 for all of these activities is \$138,520, spread among four separate funding sources. The majority of the activities noted below are funded through the PLHA and SB2 grant programs for which RSG took the lead on the grant preparation. The details are as follows: Fund 241 (Housing Authority Admin) - \$7,125, Fund 322 (Housing Successor Admin Allowance) - \$52,395, SB 2 Grant Funds - \$24,250, and PLHA Grant Funds - \$54,750.

- Annual reporting work includes preparation of the Housing Authority annual report for the year 2020-21 due to HCD by October 1, as well as the Housing Successor Expenditure Report for the same year due to the Housing Authority Board and HCD by December 31. RSG has prepared these reports in the past, including supporting material needed for Housing Authority Board consideration. With the transition of staff in the Housing Division, we have allotted some additional time to work with new or limited staff to collect information necessary.
- 9001-19 Long Beach Boulevard: In the next few months, RSG expects to be working with Habitat, Housing Authority Special Counsel, and city staff on the preparation of a DDA with Habitat for Humanity for development of the two-phased, 14-unit townhome project. In addition, the tenant — which RSG has been in contact with for the past several months as relocation coordinator — will need to be offered assistance from a relocation coordinator (RSG) and vacate the property. A substantial amount of attention on this project will be occurring over the summer months for both of these activities. Once a DDA is approved, RSG will assist staff with monitoring the requirements of the parties and ensure the timely execution of the project. In addition, if the Housing Authority successfully obtains the \$160,000 of requested grant funding, RSG would assist staff with the oversight of cleanup activities necessary so that the second phase (9019 Long Beach Boulevard) will be able to begin upon receiving a no further action letter from DTSC.
- 7916 Long Beach Boulevard: As mentioned earlier, the Housing Authority or City would need to enter into an affordable housing agreement with the selected buyer of this Successor Agency property as a condition of sale. RSG would assist in the evaluation of the project underwriting and any gap assistance requested of the City, as well as coordination with staff and presenting the item for consideration by the Housing Authority. Realistically, we believe this may occur towards the end of fiscal year 2021-22.
- 13050 Paramount Boulevard: In April 2020, RSG acted as acquisition consultant to negotiate and close on the sale of this 1-acre surplus property from the Los Angeles County Office of Education. The Housing Authority had previously expressed a desire for a medium-density ownership housing project at this location and had been presented with three design concepts for this property in January 2020. State law allows housing authorities to develop ownership housing projects when properties are acquired through a surplus sale such as was the case here.
- Future Housing Sites: The City and Housing Authority have been the beneficiary of state and federal funds that may be used to develop more 100% affordable housing projects, which for the moment appears to be an important avenue for delivering such housing in South Gate. Building upon our initial research from last year for properties in the community, we would contact affected owners to explore interest and if favorable coordinate appraisal and due diligence work under purchase agreements. This work would be similar to our services for 9019 Long Beach Boulevard and 13050 Paramount Boulevard, both of which were acquired with RSG's assistance in 2020.

- Housing Grants: RSG assisted the City obtain the \$4.3 million PLHA grant and the \$310,000 SB 2 grant, both of which have oversight and administrative requirements to ensure that they are used and reported properly. The PLHA grant has an annual report due July 31, so RSG would plan to start that work as soon as possible. The SB 2 grant requirements are less rigorous but documentation of proper spending and oversight is required as well. As RSG is familiar with both grants as well as working in a similar capacity with the Finance Department on Successor Agency and Housing Authority expenditures, we would proposed to take these duties for the City.

Additionally, as grants for new housing development and programs arise, RSG would develop applications for the City as needed over the next fiscal year.

BACKGROUND: The Housing Authoirty 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 Agreement, the Successor Agency Board is authorizing staff to continue to work with RSG, Inc., through and including June 30, 2022, to further our efforts towards successful completion of these many ongoing requirements.

ATTACHMENTS: A. Proposed Amendment No. 1
B. Contract No. 2020-01-HA

**AMENDMENT NO. 1 TO CONTRACT NO. 2020-01-HA
FOR ADDITIONAL GENERAL ON-CALL SERVICES BETWEEN
THE SOUTH GATE HOUSING AUTHORITY AND RSG, INC.**

This Amendment No. 1 Contract No. 2020-01-HA for additional general on-call services ("Amendment No. 1"), is made and entered into on May 25, 2021, by and between the South Gate Housing Authority ("Housing Authority"), and RSG, Inc., a California corporation ("Consultant"). Housing Authority and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

RECITALS:

WHEREAS, on March 10, 2020, the Housing Authority approved Contract No. 2020-01-HA with Consultant ("Agreement") to provide general on-call services related to the development and management of housing policies and related grant programs, in an amount not to exceed Ninety One Thousand Seven Hundred Fifty Dollars (\$91,750);

WHEREAS, the Housing Authority does not have the personnel able and/or available to perform the unique services as identified in the Work Program attached hereto as Exhibit "A" and made a part to this Agreement; and

WHEREAS, the Housing Authority and Consultant desire to execute Amendment No. 1 to the Agreement for additional general on-call services for an additional one-year term, through and including June 30, 2022, in an amount not to exceed One Hundred Thirty Eight Thousand Five Hundred Twenty Dollars (\$138,520), under the terms and conditions of the Agreement, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of Two Hundred Thirty Thousand Two Hundred Seventy Dollars (\$230,270).

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. MODIFICATION TO AGREEMENT.

- a. **COMPENSATION.** The amount of compensation paid by the Housing Authority to Consultant for the additional services as identified in Exhibit "A" shall not exceed **One Hundred Thirty Eight Thousand Five Hundred Twenty Dollars (\$138,520)**, bringing the aggregate total of the Agreement and Amendment No. 1 to a total sum of **Two Hundred Thirty Thousand Two Hundred Seventy Dollars (\$230,270)**.
- b. **TERM OF AGREEMENT.** This Amendment No. 1 is **effective March 25, 2021 through and including June 30, 2022**, unless otherwise terminated as provided for under the terms of the Agreement.

2. **EFFECT OF AMENDMENTS.** Except as expressly amended herein, all other terms and conditions of the Agreement and its Amendments, Attachments, and Exhibits thereto, shall remain in full force. All of the recitals to this Amendment No. 1 are incorporated into the Agreement as modified by this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment No. 1 to be executed and attested by their respective officers hereunto duly authorized.

SOUTH GATE HOUSING AUTHORITY:

By: _____
Al Rios, Chairperson

Dated: _____

ATTESTED:

By: _____
Carmen Avalos, City Clerk
(SEAL)

APPROVED AS TO FORM:

By: _____
Raul F. Salinas, City Attorney

RSG, INC.:

By: _____
Jim Simon, Principal

Dated: _____



17872 GILLETTE AVE.
SUITE 350
IRVINE, CA 92614

714 541 4585
INFO@WEBRSG.COM
WEBRSG.COM

May 20, 2021

Via Electronic Mail

Chris Jeffers, Interim City Manager
CITY OF SOUTH GATE
8650 California Avenue
South Gate, CA 90280

**PROPOSED WORK PROGRAM – 2021-22
HOUSING AUTHORITY**

Dear Mr. Jeffers:

At your request, RSG has prepared this scope of work for the 2021-22 fiscal year.

ACCOMPLISHMENTS DURING THE CURRENT FISCAL YEAR

Since the beginning of the current fiscal year, RSG has provided over 1,200 hours of consulting services to South Gate resulting in the following accomplishments:

1. Housing Authority
 - a. Annual Reporting
 1. Prepared Housing Authority annual report based on higher level of activity during FY 2019-20
 2. Timely prepared and presented to City Council the Housing Successor Expenditure Report for FY 2019-20
 - b. 9001-19 Long Beach BI
 1. Coordination with Habitat for Humanity for redevelopment proposal for this property, including pro forma review and underwriting, developer coordination, and document preparation for two-phased project at 9001-15 and 9019 Long Beach Boulevard.
 2. Timely submittal of a \$160,000 Brownfield Cleanup Grant, including Planning Commission and public presentation on project in October 2020
 3. Relocation coordination services for Vallarta Tires (current tenant at 9019 Long Beach BI) including frequent tenant contacts and support services (Initiated contact by phone or email 17 times and sent them 12 packets containing updated property listings)
 - c. 13050 Paramount BI
 1. Consultation with staff regarding potential redevelopment options for affordable housing project on this site

d. Other Sites

1. Provided staff evaluation of land assembly costs for possible assembly of "Phase 3 – South Block" area of Long Beach Boulevard for expansion of proposed Habitat Project

PROPOSED WORK PROGRAM FOR 2021-22

RSG has developed the proposed work plan for FY 2021-22 based on the status of projects we are currently handling.

Housing Authority Services

The Housing Authority services include certain reporting activities required by law of housing authorities and housing successors to former redevelopment agencies as well as affordable housing projects, including beginning work to dispose of 2703 Tweedy Boulevard, as well as affordable housing development projects planned for 9001-19 Long Beach Boulevard, 7916 Long Beach Boulevard, and 13050 Paramount Boulevard. Additionally, with PLHA and other funding available, RSG would assist the Housing Authority identify, assess, and potentially assemble additional infill sites for affordable housing development.

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The Housing Authority had previously expressed a desire for a medium-density ownership housing project at this location and had been presented with three design concepts for this property in January 2020. State law allows housing authorities to develop ownership housing projects when properties are acquired through a surplus sale such as was the case here.

In 2021-22, RSG expects to work with staff and the Housing Authority Board (and/or Planning Commission) to develop design goals for the project and solicit purchase and development offers from the development community for this property so as to develop a 100% affordable housing project. The anticipated process would allow the Housing Authority to prescribe goals and standards for the property and make for a competitive process to attract for profit and nonprofit affordable housing developers.

- Future Housing Sites: The City and Housing Authority have been the beneficiary of state and federal funds that may be used to develop more 100% affordable housing projects, which for the moment appears to be an important avenue for delivering such housing in South Gate. Building upon our initial research from last year for properties in the community, we would contact affected owners to explore interest and if favorable coordinate appraisal and due diligence work under purchase agreements. This work would be similar to our services for 9019 Long Beach Boulevard and 13050 Paramount Boulevard, both of which were acquired with RSG's assistance in 2020.
- Housing Grants: RSG assisted the City obtain the \$4.3 million PLHA grant and the \$310,000 SB 2 grant, both of which have oversight and administrative requirements to ensure that they are used and reported properly. The PLHA grant has an annual report due July 31, so RSG would plan to start that work as soon as possible. The SB 2 grant requirements are less rigorous but documentation of proper spending and oversight is required as well. As RSG is familiar with both grants as well as working in a similar capacity with the Finance Department on Successor Agency and Housing Authority expenditures, we would proposed to take these duties for the City.

Additionally, as grants for new housing development and programs arise, RSG would develop applications for the City as needed over the next fiscal year.

FEE PROPOSAL

An overall schedule for the work program above with the various optional components is included as an attachment to this letter. The breakdown of the corresponding funding sources is presented below as well:

Housing Authority (Section 8 Admin) – Fund 241	\$7,125
Housing Authority / Housing Successor Admin Allowance – Fund 322	\$52,395
Housing Division / SB 2 Grant	\$24,250
Housing Division / PLHA Grant	\$54,750
Total	\$138,520

Chris Jeffers, Interim City Manager
CITY OF SOUTH GATE
May 20, 2021
Page 4

RSG would retain our current fee schedule that has been in effect with the City since 2013 when we began providing professional services. Our Billing Rates are as follows:

Principal / Director	\$235
Senior Associate	\$180
Associate	\$160
Senior Analyst	\$135
Analyst	\$125
Research Assistant	\$110
Technician	\$80
Clerical	\$60

RSG does not charge clients for travel or mileage (except direct costs related to field work/surveys), parking, standard telephone/fax expenses, general postage, or incidental copies. However, we do charge for messenger services, overnight shipping/express mail costs and teleconferencing services. We also charge for copies of reports, documents, notices, and support material more than five (5) copies. These costs are charged back at the actual expense plus a 10% surcharge.

RSG issues monthly invoices payable upon receipt, unless otherwise agreed upon in advance. Invoices identify tasks completed to date, hours expended and the hourly rate.

Sincerely,



Jim Simon, Principal

Scope of Services
2021-22 Work Program
May 17 2021-22 Work Program.docx

			Task Hours & Billing Rate					Reimb.	Total Not to Exceed
			Principal \$	Associate \$	Analyst \$	Res. Asst. \$	Total Hrs		
Task 1	Housing Authority / Housing Successor Services		232	295	70	255	852	\$ -	\$ 138,520
<i>Fund #</i>	<i>Annual reporting activities, disposition and development, and potential acquisition activities</i>								
241	Task 1.1	Housing Authority Annual Report (Due October 1)	5	20	-	25	50	-	7,125
322	Task 1.2	Housing Successor Expenditure Report - SB 341 (Due Dec 31)	5	30	-	40	75	-	10,375
322	Task 1.3	9001-19 Long Beach BI - Tenant Relocation Services	20	30	-	90	140	-	19,400
322	Task 1.4	9001-19 Long Beach BI - DDA/Affordable Housing Agreement	40	50	-	-	90	-	17,400
PLHA	Task 1.5	7916 Long Beach BI - Affordable Housing Agreement	40	30	-	-	70	-	14,200
SB2	Task 1.6	13050 Paramount BI - Marketing & Disposition and Development Agreement	60	40	30	-	130	-	24,250
322	Task 1.7	2703 Tweedy BI - Prep for Tenant Vacation in Sep 2022 and Disposition by 4/23	12	15	-	-	27	-	5,220
PLHA	Task 1.8	Site feasibility and acquisition of future affordable housing sites	40	40	40	-	120	-	20,800
PLHA	Task 1.9	Grants - Application and Reporting PLHA Grant (due by July 31) and SB2 Grant	10	40	-	100	150	-	19,750
GRAND TOTAL BUDGET			232	295	70	255	852	\$ -	\$ 138,520

**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 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: jperez@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.]

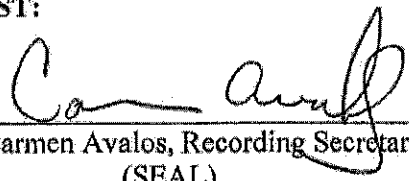
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

**SOUTH GATE
HOUSING AUTHORITY:**


By: 
M. Bélen Bernal, Chairperson

Dated: 4.2.2020


ATTEST:

By: 
Carmen Avalos, Recording Secretary
(SEAL)

APPROVED AS TO FORM:

By: 
Raul F. Salinas, Authority Counsel

RSG, INC.:

By: 
Jim Simon, Principal

Dated: 3/6/2020

EXHIBIT "A"

**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.

Scope of Services
 2019-21 Work Program
 Housing Authority Services (March 2020)

Total
 Not to
 Exceed

Task 1 Housing Authority Services		- \$ 91,750
<i>Housing successor agency services, including property development and administrative and reporting services</i>		
Task 1.1	General coordination	2,425
Task 1.2	Housing authority annual report (due October 2020)	4,690
Task 1.3	Housing successor expenditure report (due December	5,880
Task 1.4	2020) 9019 Long Beach Bl. acquisition activities	9,700
Task 1.5	9019 Long Beach Bl. relocation services	5,700
Task 1.6	9001-19 Long Beach Bl. ENA/DDA services	11,500
Task 1.7	13050 Paramount Bl (LACOE / Former Rancho Market	33,480
Task 1.8	Additional program administration services - on call	12,430
Task 1.9	Meetings as needed (5)	5,875

GRAND TOTAL BUDGET \$ 91,750

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

TUESDAY, JANUARY 12, 2021

CALL TO ORDER The meeting of the South Gate Housing Authority was called to order by Chairperson Maria Davila at 5:38 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Chairperson Maria Davila, Vice Chairperson Al Rios, Authority Member Maria del Pilar Avalos, Authority Member Denise Diaz, and Authority Member Gil Hurtado; Treasurer/Chief Financial Officer Jackie Acosta, Interim Executive Director Chris Jeffers, Authority Counsel Raul F. Salinas, Interim Director of the Housing Authority Paul Adams

**1
COMMUNITY DEV/
HOUSING**

The South Gate Housing Authority conducted a Public Hearing and unanimously approved A, B and C by motion of Vice Chairperson Rios and seconded by Authority Member Avalos:

Roll Call: Chairperson Davila, yes; Vice Chairperson Rios, yes; Authority Member Avalos, yes; Authority Member Diaz, yes; Authority Member Hurtado, yes.

- a. Approved the Annual Public Housing Agency (PHA) Plan for Fiscal Year 2020/21 pertaining to the City's Section 8 Program, and the Five-Year PHA Plan for Fiscal Years 2020/21 through 2020/25 pertaining to the City's Housing Authority's overall mission;
- b. Authorized the Chairperson to execute the Certification by State or Local Official of PHA Plans, the Civil Rights Certification, and the PHA Certification of Compliance with the PHA Plan and Related Regulations, in a form acceptable to the City Attorney; and
- c. Authorized the Interim Executive Director, or his designee, to submit the PHA Plans to the U.S. Department of Housing and Urban Development.

Paul Adams, Interim Director of the Housing Authority provided a presentation on this item.

Dianne Guevara, Management Analyst provided a presentation on this item.

Council Member Avalos asked how many openings will there be in April.

Ms. Guevara stated that we usually have 500 vouchers but at this moment we have about 450. The City is going through the wait list to screen people. There are 600 people on the wait list.

Currently, Council Member Avalos questioned how the people on the waiting list can be helped.

Council Member Diaz stated that a HUD Representative asked her why the City of South Gate stopped applying for a certain grant since 2016 that HUD was offering. She asked Mr. Adams to follow-up with staff or Jason our lobbyist.

2
**COMMUNITY DEV/
HOUSING**

The South Gate Housing Authority unanimously approved A and B by motion of Vice Chairperson Rios and seconded by Authority Member Avalos:

Roll Call: Chairperson Davila, yes; Vice Chairperson Rios, yes; Authority Member Avalos, yes; Authority Member Diaz, yes; Authority Member Hurtado, yes.

- a. Received and filed the South Gate Housing Successor Annual Report for Fiscal Year 2019/20 (Report); and
- b. Directed staff to submit the Report to the California Department of Housing and Community Development.

Paul Adams, Interim Director of the Housing Authority provided a presentation on this item.

Jim Simon, RSG provided a presentation on this item.

3
MINUTES

The South Gate Housing Authority unanimously approved the Meeting Minutes of December 8, 2020 by motion of Authority Member Avalos and seconded by Chairperson Davila.

Roll Call: Chairperson Davila, yes; Vice Chairperson Rios, yes; Authority Member Avalos, yes; Authority Member Diaz, yes; Authority Member Hurtado, yes.

4
**COMMENTS FROM
THE AUDIENCE**

None.

**COMMENTS FROM THE
AUTHORITY MEMBERS**

None.

ADJOURNMENT

Chairwoman Davila unanimously adjourned the meeting at 6:36 p.m. and seconded by Authority Member Avalos.

PASSED and **APPROVED** this 18th day of May 2021.

ATTEST:

Maria Davila, Chairperson

Paul Adams, Secretary

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

TUESDAY, APRIL 27, 2021

CALL TO ORDER The meeting of the South Gate Housing Authority was called to order by Chairperson Al Rios at 5:32 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Chairperson Al Rios, Vice Chairperson Maria del Pilar Avalos, Authority Member Maria Davila, Authority Member Denise Diaz, and Authority Member Gil Hurtado; Treasurer/Chief Financial Officer Jackie Acosta, Interim Executive Director Chris Jeffers, Authority Counsel Raul F. Salinas, Interim Director of the Housing Authority Paul Adams

**1
COMMUNITY DEV/
HOUSING**

The South Gate Housing Authority conducted a Public Hearing and unanimously approved items A, B, & C by motion of Authority Member Davila and seconded by Authority Member Hurtado.

Roll Call: Authority Member Davila, yes; Authority Member Diaz, yes; Authority Member Hurtado, yes; Vice Chairperson Avalos, yes; Chairperson Rios, yes.

- a. The Annual Public Housing Agency (PHA) Plan for Fiscal Year 2021/22 pertaining to the City's Section 8 Program pertaining to the City's Housing Authority's overall mission;
- b. Authorized the Chairperson to execute the Certification by State or Local Official of PHA Plans, the Civil Rights Certification, and the PHA Certification of Compliance with the PHA Plan and Related Regulations, in a form acceptable to the City Attorney; and
- c. Authorized the Interim Executive Director, or his designee, to submit the PHA Plans to the U.S. Department of Housing and Urban Development.

Paul Adams, Interim Director of the Housing Authority provided a presentation on this item.

Chairman Rios requested confirmation if there are over 500 people on Section 8.

Mr. Adams stated reaching 550 placements (can be individuals, seniors and families). Mr. Adams stated there is an extensive waiting list of individuals wanting to get in the program.

1
**COMMUNITY DEV/
HOUSING CONT'D**

Chairman Rios asked how long the wait list is.

Mr. Adams stated that back in 1996 the City had 1,000 applicants. The City has placed most of the individuals and the wait list will be opening again next year.

Chairman Rios would like to know the demographics and how long the individuals have been on the program. Chairman Rios stated that congress has been discussing doubling the funding to help more individuals from being homeless.

Mr. Adams stated that this program is a longer term then the housing/ rental assistance. He stated that in 2016 the City had over 9,000 applicants on the wait list.

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

2
**COMMENTS FROM
THE AUDIENCE**

None.

3
**COMMENTS FROM THE
AUTHORITY MEMBERS**

None.

ADJOURNMENT

Authority Member Hurtado unanimously adjourned the meeting at 5:46 p.m. and seconded by Authority Member Davila.

PASSED and APPROVED this 18th day of May 2021.

ATTEST:

Al Rios, Chairperson

Paul Adams, Secretary

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

TUESDAY, MAY 11, 2021

CALL TO ORDER The meeting of the South Gate Housing Authority was called to order by Chairperson Al Rios at 5:33 p.m.

ROLL CALL Carmen Avalos, City Clerk

PRESENT Chairperson Al Rios, Vice Chairperson Maria del Pilar Avalos, Authority Member Maria Davila, Authority Member Denise Diaz, and Authority Member Gil Hurtado; Treasurer/Chief Financial Officer Jackie Acosta, Interim Executive Director Chris Jeffers, Authority Counsel Raul F. Salinas, Interim Director of the Housing Authority Paul Adams

CLOSED SESSION The Authority Members recessed into Closed Session at 5:38 p.m. and reconvened at 6:43 p.m. with all Members of the Housing Authority present. Authority Counsel Salinas reported the following:

1. CONFERENCE WITH LEGAL COUNSEL - REAL PROPERTY
NEGOTIATIONS

Pursuant to Government Code Section 54956.8

Property APN: 6204-025-039

Property Address: 13050 Paramount Boulevard, South Gate, CA
90280

City Negotiator: Chris Jeffers, Interim City Manager

Negotiating with: To Be Determined

Under Negotiation: Terms of Sale

No reportable action was taken in Closed Session.

Virginia Johnson questioned why this item is back on the agenda.

OPEN SESSION

1
**COMMENTS FROM
THE AUDIENCE**

None.

2
**COMMENTS FROM THE
AUTHORITY MEMBERS**

None.

ADJOURNMENT

Authority Member Hurtado unanimously adjourned the meeting at 5:38 p.m. and seconded by Authority Member Avalos.

PASSED and **APPROVED** this 25th day of May 2021.

ATTEST:

Maria Davila, Chairperson

William Campana, Interim Secretary