

## AMENDMENT NO. 1

### TO AGREEMENT FOR CONTRACT SERVICES

**THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES** ("Amendment") by and between the CITY OF CARSON HOUSING AUTHORITY, a public body formed under the California Housing Authorities Law (Health and Safety Code Sections 34200 *et seq.*) ("Authority"), and RSG, INC., a California corporation ("Consultant"), is entered into effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

### RECITALS

A. Authority and Consultant entered into that certain Agreement for Contract Services dated July 1, 2020 ("Agreement") whereby Consultant agreed to provide Authority affordable housing compliance monitoring and other related ancillary services ("Services") for eight (8) multifamily apartment projects.

B. Three (3) new affordable housing projects, commonly known as Veteran's Village, Bella Vita and Carson Arts Colony (collectively, the "New Housing Projects"), were completed since Authority and Consultant entered into the Agreement, and now the parties seek to expand the Scope of Services for Consultant to provide Services for the New Housing Projects.

C. In connection with such expanded Services, the Contract Sum will be increased from a not to exceed amount of \$65,420 to \$78,890, which will be broken down into an additional \$4,260 for the first year of the three (3) year Agreement term, and \$4,605 for each of the second and third years of the term, for an annual total not to exceed amount of \$24,640 for the first year and \$27,125 for each of the second and third years.

### TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~striketrough~~).

A. Section 2.1, "Contract Sum," of the Agreement is hereby amended to read in its entirety as follows:

"Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Seventy Eight Thousand Eight Hundred Ninety Sixty Five Thousand Four Hundred Twenty~~ Dollars (~~\$78,890~~\$65,420) (the "Contract Sum"), broken down into a not to exceed amount of ***Twenty Four Thousand Six Hundred Forty*** ~~Twenty Thousand Three Hundred Eighty~~ Dollars (~~\$24,640~~\$20,380) for the first year of the term and a not to exceed amount of ***Twenty Seven Thousand One Hundred Twenty Five*** ~~Twenty Two Thousand Five Hundred Twenty~~ Dollars (~~\$27,125~~\$22,520) per year for the second and third years of the term, unless

## EXHIBIT NO. 2

additional compensation is approved pursuant to Section 1.8. In the event Authority exercises one or both of its options to extend the Agreement pursuant to Section 3.4, the compensation for each such one-year extension period shall not exceed ~~Twenty Seven Thousand One Hundred Twenty Five~~ ~~Twenty Two Thousand Five Hundred Twenty~~ Dollars (\$27,125~~\$22,520~~) per year, unless additional compensation is approved pursuant to Section 1.8.

B. The first paragraph of Section I of Exhibit “A” of the Agreement, “Scope of Services,” is hereby amended to read in its entirety as follows:

**“Compliance Monitoring** -- Affordable Housing Compliance Monitoring Services for ~~eleven (11) eight~~ (8) multifamily apartment projects: 61-unit Carson Terrace, 91-unit Avalon Courtyard, 149-unit Villaggio I and II, 40-unit Arbor Green, 85-unit The Gateway, ~~and~~ 105-unit Via 425 Phase I and II Apartments, **50-unit Veteran’s Village, 65-unit Bella Vita, and 46-unit Carson Arts Colony.** Monitoring services shall include rental increase requests, residual receipt payments, agreement analysis, and any other task that may be requested by the Housing Authority. Ensure compliance related to Federal and State regulations. In particular, ensure compliance with the annual reporting requirements, as well as other project funding sources, and ensure that required deposits are made into the project’s operating and capital reserve accounts pursuant to the controlling documents. The compliance monitoring services would be specific to requirements in each agreement as it relates to each of the projects.”

C. Exhibit “C” of the Agreement, “Schedule of Compensation,” is hereby replaced in its entirety with Exhibit “C” of this Amendment, attached hereto and incorporated herein by this reference.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no

events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

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

**CITY:**

CITY OF CARSON, a municipal corporation

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Albert Robles, Mayor

**ATTEST:**

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Donesia Gause-Aldana, City Clerk

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

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Sunny K. Soltani, City Attorney  
(rjl)

**CONSULTANT:**

RSG INC., a California corporation

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Name: Tara E. Matthews  
Title: Principal, Vice President & Treasurer

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Name: Jim Simon  
Title: Principal & President  
Address: 17872 Gillette Ave., Suite 350  
Irvine, CA 92614

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

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

### OPTIONAL

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

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

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STATE OF CALIFORNIA

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On \_\_\_\_\_, 2020 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

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

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<input type="checkbox"/>	OTHER _____	_____
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____ _____		DATE OF DOCUMENT _____ _____ _____
		SIGNER(S) OTHER THAN NAMED ABOVE _____

**EXHIBIT “C”**  
**SCHEDULE OF COMPENSATION**

- I. Consultant shall establish a Task Budget for each Task identifying the subtasks, based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal.**

CARSON HOUSING AUTHORITY							
AFFORDABLE HOUSING PROGRAM COMPLIANCE MONITORING							
	Principal/ Director	Senior Associate	Associate	Senior Analyst	Analyst	Total Hours	Total Cost
Staffing Position							
Hourly Rate	\$235	\$180	\$160	\$135	\$125		
<b>Estimated Hours by Activity</b>							
<b>Monitoring Compliance Activities</b>							
Tenant File Recertification & Reporting	4	0	0	15	60	79	\$10,465
Project Forms Notification & Review	2	0	0	21	43	66	\$8,680
Residual Receipt Financial Analysis Reporting	2	12	10	10	10	44	\$5,508
<b>Monitoring Compliance - Subtotal First Year (with COVID discounted rate )</b>	<b>8</b>	<b>12</b>	<b>10</b>	<b>46</b>	<b>113</b>	<b>189</b>	<b>\$24,640</b>
	Principal/ Director	Senior Associate	Associate	Senior Analyst	Analyst	Total Hours	Total Cost
Staffing Position							
Hourly Rate	\$275	\$200	\$185	\$150	\$135		
Tenant File Recertification & Reporting	4	0	0	15	60	79	\$11,450
Project Forms Notification & Review	2	0	0	21	43	66	\$9,505
Residual Receipt Financial Analysis Reporting	2	12	10	10	10	44	\$6,173
<b>Monitoring Compliance - Subtotal Second Year</b>	<b>8</b>	<b>12</b>	<b>10</b>	<b>46</b>	<b>113</b>	<b>189</b>	<b>\$27,125</b>
Tenant File Recertification & Reporting	4	0	0	15	60	79	\$11,450
Project Forms Notification & Review	2	0	0	21	43	66	\$9,505
Residual Receipt Financial Analysis Reporting	2	12	10	10	10	44	\$6,173
<b>Monitoring Compliance - Subtotal Third Year</b>	<b>8</b>	<b>12</b>	<b>10</b>	<b>46</b>	<b>113</b>	<b>189</b>	<b>\$27,125</b>
<b>TOTAL FOR FY 2020/21 - FY 2023/24</b>							<b>\$78,890</b>

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

- II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services. NOT APPLICABLE**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the**

**Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

- IV. The Housing Authority will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**
- A.** Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
  - B.** Line items for all materials and equipment properly charged to the Services.
  - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
  - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- V. The total compensation for the Services shall not exceed \$78,890 ~~\$65,420~~ as provided in Section 2.1 of this Agreement.**
- VI. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**



**EXHIBIT C-1**

**BILLING RATES**

Initial Year service cost estimates, including a COVID discounted rate, is based on the following schedule of compensation:

Principal	\$ 235
Senior Associate	\$ 180
Associate	\$ 160
Senior Analyst	\$ 135
Analyst	\$ 125
Research Assistant	\$ 110
Reimbursable Expenses	Cost plus 10%

Subsequent year service cost estimates are based on the following 2020 schedule of compensation:

Principal	\$ 275
Senior Associate	\$ 200
Associate	\$ 185
Senior Analyst	\$ 150
Analyst	\$ 135
Research Assistant	\$ 125
Reimbursable Expenses	Cost plus 10%