AGENDA REGULAR MEETING REDONDO BEACH HOUSING AUTHORITY TUESDAY, SEPTEMBER 2, 2025 - 6:00 P.M. REDONDO BEACH COUNCIL CHAMBERS 415 DIAMOND STREET

CALL MEETING TO ORDER ROLL CALL

- A. APPROVAL OF ORDER OF AGENDA
- B. ADDITIONAL ITEMS FOR IMMEDIATE CONSIDERATION

B1. BLUE FOLDER ITEMS

Blue folder items are additional back up material to administrative reports and/or public comments received after the printing and distribution of the agenda packet for receive and file.

C. CONSENT CALENDAR #C1 through #C3

Business items, except those formally noticed for public hearing, or those pulled for discussion are assigned to the Consent Calendar. The Authority Members may request that any Consent Calendar item(s) be removed, discussed, and acted upon separately. Items removed from the Consent Calendar will be taken up under the "Excluded Consent Calendar" section below. Those items remaining on the Consent Calendar will be approved in one motion following Oral Communications.

- **C1. APPROVAL OF AFFIDAVIT OF POSTING** for the Regular Housing Authority meeting of September 2, 2025.
- **C2. APPROVAL OF MOTION TO READ BY TITLE ONLY** and waive further reading of all Ordinances and Resolutions listed on the agenda.
- C3. APPROVAL OF AGREEMENT BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC FOR AN AMOUNT NOT TO EXCEED \$33,540 FOR THE TERM OF AUGUST 21, 2025 THROUGH AUGUST 31, 2026 FOR SERVICES RELATED TO FISCAL RECONCILIATION AND REPORTING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Contact: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

D. EXCLUDED CONSENT CALENDAR ITEMS

E. PUBLIC PARTICIPATION ON NON-AGENDA ITEMS

This section is intended to provide members of the public with the opportunity to comment on any subject that does not appear on this agenda for action. This section is limited to 30 minutes. Each speaker will be afforded three minutes to address the Commission. Each speaker will be permitted to speak only once. Written requests, if any, will be considered first under this section.

F. EX PARTE COMMUNICATIONS

This section is intended to allow all officials the opportunity to reveal any disclosure or ex parte communication about the following public hearings.

- G. PUBLIC HEARINGS
- H. OLD BUSINESS
- I. NEW BUSINESS

I1. RECEIVE AND FILE QUARTERLY STATUS REPORT ON SECTION 8 AND FAIR HOUSING PROGRAMS

CONTACT: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

J. MEMBERS ITEMS AND REFERRALS TO STAFF

K. ADJOURNMENT

The next scheduled meeting of the Redondo Beach Housing Authority is a Regular meeting on Tuesday, December 2, 2025 at 6:00 p.m. in the City Hall Council Chambers, 415 Diamond Street, Redondo Beach, California.

It is the intention of the City of Redondo Beach to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant of this meeting you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the City Clerk's Office at (310) 318-0656 at least forty-eight (48) hours prior to the meeting to inform us of your particular needs and to determine if accommodation is feasible. Please advise us at that time if you will need accommodations to attend or participate in meetings on a regular basis.

An Agenda Packet is available 24 hours a day at www.redondo.org under the City Clerk and during City Hall hours. Agenda Packets are also available for review in the Office of the City Clerk.

Any writings or documents provided to a majority of the members of the Authority regarding any item on this agenda will be made available for public inspection at the City Clerk's Counter at City Hall located at 415 Diamond Street during normal business hours.



Community Services Department	1922 Artesia Boulevard Redondo Beach, California 90278 www.redondo.org	tel: 310 318-0610 fax: 310 798-8273
STATE OF CALIFORNIA COUNTY OF LOS ANGELES CITY OF REDONDO BEACH)) SS)	

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations indicated below.

Legislative Body Redondo Beach Housing Authority

Posting Type Agenda – September 2, 2025 Regular Meeting

Posting Locations 415 Diamond Street, Redondo Beach, CA 90277

✓ City Hall Kiosk

✓ City Clerk's Counter, Door "1"

Meeting Date & Time September 2, 2025 6:00 p.m.

As Housing Administrator of the City of Redondo Beach, I declare, under penalty of perjury, the document noted above was posted on the date displayed below.

Elizabeth Hause, Housing Administrator

Date: August 29, 2025



Administrative Report

Authority Action Date: September 2, 2025

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Subject: APPROVAL OF AGREEMENT BETWEEN THE HOUSING AUTHORITY OF

THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC FOR AN AMOUNT NOT TO EXCEED \$33,540 FOR THE TERM OF AUGUST 21, 2025 THROUGH AUGUST 31, 2026 FOR SERVICES RELATED TO FISCAL RECONCILIATION AND REPORTING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

RECOMMENDATION

Staff recommends approval of the agreement for consulting services between the Housing Authority of the City of Redondo Beach and Leggins Casterline & Company LLC for an amount not to exceed \$33,540 beginning August 21, 2025, through August 31, 2026, to reconcile and submit the required financial reports to the U.S. Department of Housing and Urban Development (HUD).

EXECUTIVE SUMMARY

The City of Redondo Beach Housing Authority (RBHA) receives federal funding from the U.S. Department of Housing and Urban Development (HUD) to operate the Section 8 Program. To ensure compliance, Leggins Casterline & Company LLC will support RBHA with verification of reported Housing Assistance Payment (HAP) expenses, corrections to Voucher Management System (VMS) submissions, and completion of required Financial Data System (FDS) reports for FY 2024 and FY 2025.

BACKGROUND

The RBHA is responsible for timely and accurate reporting of expenditures and financial data to HUD. Each month, staff must submit financial expenditure reports to HUD via VMS, which are due by the 22nd. Leggins Casterline & Company LLC will review and confirm the accuracy of these reported HAP expenses from January 2025 through December 2025, submitting any necessary corrections on RBHA's behalf.

In addition to the monthly requirements, HUD mandates submission of annual audited and unaudited financial data through FDS. The FY 2024 audited financial data was due on March 31, 2025, and will be submitted once the single audit is complete, with the consultant's assistance. The FY 2025 unaudited FDS report is due August 31, 2025, and RBHA will utilize Leggins Casterline & Company LLC to ensure submission within HUD's allowable two-week grace period.

Submitted by: Elizabeth Hause, Housing Administrator

Approved for forwarding by: Mike Witzansky, City Manager

Attachments:

Agmt - Leggins Casterline & Company LLC

AGREEMENT FOR CONSULTING SERVICES BETWEEN THE HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH AND LEGGINS CASTERLINE & COMPANY LLC

THIS AGREEMENT FOR CONSULTING SERVICES (this "Agreement") is made between the Housing Authority of the City of Redondo Beach, a public body, corporate and politic ("RBHA") and Leggins Casterline & Company LLC, a Florida limited liability company ("Consultant"). For purposes of this Agreement, the "City" shall mean the City of Redondo Beach, California.

The parties hereby agree as follows:

- 1. <u>Description of Project or Scope of Services</u>. The project description or scope of services to be provided by Consultant, and any corresponding responsibilities of RBHA, or services required to be performed by RBHA are set forth in Exhibit "A."
- 2. <u>Term and Time of Completion</u>. Consultant shall commence and complete the project or services described in Exhibit "A" in accordance with the schedule set forth in Exhibit "B".
- 3. <u>Compensation</u>. RBHA agrees to pay Consultant for work performed in accordance with Exhibit "C".
- 4. <u>Insurance</u>. Consultant shall adhere to the insurance requirements outlined in Exhibit "D", unless otherwise waived by the City's Risk Manager.

* * * * *

GENERAL PROVISIONS

- 1. <u>Independent Contractor</u>. Consultant acknowledges, represents and warrants that Consultant is not a regular or temporary employee, officer, agent, joint venturer or partner of the RBHA, but rather an independent contractor. This Agreement shall not be construed as a contract of employment. Consultant shall have no rights to any benefits which accrue to RBHA employees unless otherwise expressly provided in this Agreement. Due to the independent contractor relationship created by this Agreement, the RBHA shall not withhold state or federal income taxes, the reporting of which shall be Consultant's sole responsibility.
- 2. <u>Brokers</u>. Consultant acknowledges, represents and warrants that Consultant has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

- 3. RBHA Property. All plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Agreement shall upon request be delivered to the RBHA within a reasonable time, and the rights thereto shall be deemed assigned to the RBHA. If applicable, Consultant shall prepare check prints upon request. Said plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials, shall be specific for the project herein and shall not be used by the RBHA for any other project without Consultant's consent. Notwithstanding the foregoing, Consultant shall not be obligated to assign any proprietary software or data developed by or at the direction of Consultant for Consultant's own use; provided, however, that Consultant shall, pursuant to Paragraph 14 below, indemnify, defend and hold the RBHA harmless from and against any discovery or Public Records Act request seeking the disclosure of any such proprietary software or data.
- 4. <u>Inspection</u>. If the services set forth in Exhibit "A" shall be performed on RBHA or City property, or other public property, the RBHA shall have the right to inspect such work without notice. If such services shall not be performed on RBHA or City property, or other public property, the RBHA shall have the right to inspect such work upon reasonable notice. Inspections by the RBHA shall not relieve or minimize the responsibility of Consultant to conduct any inspections Consultant has agreed to perform pursuant to the terms of this Agreement. Consultant shall be solely liable for said inspections performed by Consultant. Consultant shall certify in writing to the RBHA as to the completeness and accuracy of each inspection required to be conducted by Consultant hereunder.
- 5. Services. The project or services set forth in Exhibit "A" shall be performed to the full satisfaction and approval of the RBHA. In the event that the project or services set forth in Exhibit "A" are itemized by price in Exhibit "C", the RBHA in its sole discretion may, upon notice to Consultant, delete certain items or services set forth in Exhibit "A", in which case there shall be a corresponding reduction in the amount of compensation paid to Consultant. RBHA shall furnish Consultant to the extent available, with any RBHA standards, details, specifications and regulations applicable to the Project and necessary for the performance of Consultant's services hereunder. Notwithstanding the foregoing, any and all additional data necessary for design shall be the responsibility of Consultant.
- 6. Records. Consultant, including any of its subcontractors shall maintain full and complete documents and records, including accounting records, employee time sheets, work papers, and correspondence pertaining to the project or services set forth in Exhibit "A". Consultant, including any of its subcontractors shall make such documents and records available for RBHA review or audit upon request and reasonable notice, and shall keep such documents and records, for at least four (4) years after Consultant's completion of performance of this Agreement.

- Copies of all pertinent reports and correspondence shall be furnished to the RBHA for its files.
- 7. <u>Changes and Extra Work</u>. Unless otherwise provided herein, all changes and/or extra work under this Agreement shall be provided for by a subsequent written amendment executed by RBHA and Consultant.
- 8. Additional Assistance. If this Agreement requires Consultant to prepare plans and specifications, Consultant shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Consultant shall issue any necessary addenda to the plans and specifications as requested. In the event Consultant is of the opinion that RBHA's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of this Agreement.
- 9. <u>Professional Ability</u>. Consultant acknowledges, represents and warrants that Consultant is skilled and able to competently provide the services hereunder, and possesses all professional licenses, certifications, and approvals necessary to engage in its occupation. RBHA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant shall perform in accordance with generally accepted professional practices and standards of Consultant's profession.
- 10. <u>Business License</u>. Consultant shall obtain a Redondo Beach Business License before performing any services required under this Agreement. The failure to so obtain such license shall be a material breach of this Agreement and grounds for immediate termination by RBHA; provided, however, that the City may waive the business license requirement in writing under unusual circumstances without necessitating any modification of this Agreement to reflect such waiver.
- 11. Termination Without Default. Notwithstanding any provision herein to the contrary, the RBHA may, in its sole and absolute discretion and without cause, terminate this Agreement at any time prior to completion by Consultant of the project or services hereunder, immediately upon written notice to Consultant. In the event of any such termination, Consultant shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; and (2) necessary materials or services of others ordered by Consultant for this Agreement, prior to Consultant's receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, and further provided that Consultant is not able to cancel such orders. Compensation for Consultant in such event shall be determined by the RBHA in accordance with the percentage of the project or services completed by Consultant; and all of Consultant's finished or unfinished work product through the time of the RBHA's last payment shall be transferred and assigned to the RBHA. In conjunction with any termination of this Agreement, the RBHA may, at its own expense, make

- copies or extract information from any notes, sketches, computations, drawings, and specifications or other data, whether complete or not.
- 12. <u>Termination in the Event of Default</u>. Should Consultant fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Agreement, the RBHA may immediately terminate this Agreement by giving written notice of such termination, stating the reasons for such termination. Consultant shall be compensated as provided immediately above, provided, however, there shall be deducted from such amount the amount of damages if any, sustained by the RBHA or the City by virtue of Consultant's breach of this Agreement.
- 13. Conflict of Interest. Consultant acknowledges, represents and warrants that Consultant shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Agreement. Consultant further acknowledges, represents and warrants that Consultant has no business relationship or arrangement of any kind with any RBHA or City official or employee with respect to this Agreement. Consultant acknowledges that in the event that Consultant shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Agreement, all consideration received under this Agreement shall be forfeited and returned to RBHA forthwith. This provision shall survive the termination of this Agreement for one (1) year.
- 14. <u>Indemnity</u>. To the maximum extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless any RBHA and the City, and their respective elected and appointed officials, officers, employees, volunteers, attorneys, and agents (collectively "Indemnitees") from and against any and all claims, including, without limitation, claims for bodily injury, death or damage to property, demands, charges, obligations, damages, causes of action, proceedings, suits, losses, stop payment notices, judgments, fines, liens, penalties, liabilities, costs and expenses of every kind and nature whatsoever, in any manner arising out of, incident to, related to, in connection with or arising from any act, failure to act, error or omission of Consultant's performance or work hereunder (including any of its officers, agents, employees, Subcontractors) or its failure to comply with any of its obligations contained in the Agreement, or its failure to comply with any current or prospective law, except for such loss or damage which was caused by the sole negligence or willful misconduct of the RBHA or City. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant or Indemnitees. This indemnification obligation shall survive this Agreement and shall not be limited by any term of any insurance policy required under this Agreement.
 - a. <u>Nonwaiver of Rights</u>. Indemnitees do not and shall not waive any rights that they may possess against Consultant because the acceptance by the RBHA

- or the City, or the deposit with the RBHA or the City, of any insurance policy or certificate required pursuant to this Agreement.
- b. <u>Waiver of Right of Subrogation</u>. Consultant, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees.
- 15. <u>Insurance</u>. Consultant shall comply with the requirements set forth in Exhibit "D". Insurance requirements that are waived by the City's Risk Manager do not require amendments or revisions to this Agreement.
- 16. Non-Liability of Officials and Employees of the City or RBHA. No official or employee of the City or RBHA shall be personally liable for any default or liability under this Agreement.
- 17. <u>Compliance with Laws</u>. Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Agreement, including without limitation all environmental laws, and employment laws.
- 18. Non-Discrimination. Consultant shall comply with all applicable federal, state, and local laws, ordinances, regulations, and codes prohibiting discrimination, including but not limited to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and the California Fair Employment and Housing Act. Consultant shall not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected characteristic. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment. Consultant shall include a similar non-discrimination provision in all subcontracts related to the performance of this Agreement.
- 19. <u>Limitations upon Subcontracting and Assignment</u>. Consultant acknowledges that the services which Consultant shall provide under this Agreement are unique, personal services which, except as otherwise provided herein, Consultant shall not assign or sublet to any other party without the prior written approval of RBHA, which approval may be withheld in the RBHA's sole and absolute discretion. In the event that the RBHA, in writing, approves any assignment or subletting of this Agreement or the retention of subcontractors by Consultant, Consultant shall provide to the RBHA upon request copies of each and every subcontract prior to the execution thereof by Consultant and subcontractor. Any attempt by Consultant to assign any or all of its rights under this Agreement without first obtaining the RBHA's prior written consent shall constitute a material default under this Agreement.

The sale, assignment, transfer or other disposition, on a cumulative basis, of twenty-five percent (25%) or more of the ownership interest in Consultant or twenty-five percent (25%) or more the voting control of Consultant (whether Consultant is a corporation, limited liability company, partnership, joint venture or otherwise) shall constitute an assignment for purposes of this Agreement. Further, the involvement of Consultant or its assets in any transaction or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buyout or otherwise), whether or not a formal assignment or hypothecation of this Agreement or Consultant's assets occurs, which reduces Consultant's assets or net worth by twenty-five percent (25%) or more shall also constitute an assignment for purposes of this Agreement.

- 20. <u>Subcontractors</u>. Consultant shall provide properly skilled professional and technical personnel to perform any approved subcontracting duties. Consultant shall not engage the services of any person or persons now employed by the RBHA without the prior written approval of RBHA, which approval may be withheld in the RBHA's sole and absolute discretion.
- 21. <u>Integration</u>. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Consultant and RBHA may be used to assist in the interpretation of the exhibits to this Agreement.
- 22. <u>Amendment</u>. This Agreement may be amended or modified only by a subsequent written amendment executed by both parties.
- 23. <u>Conflicting Provisions</u>. In the event of a conflict between the terms and conditions of this Agreement and those of any exhibit or attachment hereto, this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by the RBHA shall prevail over those prepared by Consultant.
- 24. <u>Non-Exclusivity</u>. Notwithstanding any provision herein to the contrary, the services provided by Consultant hereunder shall be non-exclusive, and RBHA reserves the right to employ other contractors in connection with the project.
- 25. <u>Exhibits</u>. All exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit "A" which does not pertain to the project description, proposal, or scope of services (as applicable) to be provided by Consultant, or any corresponding responsibilities of RBHA, shall be deemed extraneous to, and not a part of, this Agreement.
- 26. Time of Essence. Time is of the essence of this Agreement.

- 27. <u>Confidentiality</u>. To the extent permissible under law, Consultant shall keep confidential its obligations hereunder and the information acquired during the performance of the project or services hereunder.
- 28. <u>Third Parties</u>. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Agreement shall not be considered "third parties."
- 29. <u>Governing Law and Venue</u>. This Agreement shall be construed in accordance with the laws of the State of California without regard to principles of conflicts of law. Venue for any litigation or other action arising hereunder shall reside exclusively in the Superior Court of the County of Los Angeles, Southwest Judicial District.
- 30. <u>Attorneys' Fees</u>. In the event either party to this Agreement brings any action to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees (including expert witness fees) and costs. This provision shall survive the termination of this Agreement.
- 31. <u>Claims</u>. Any claim by Consultant against City or RBHA hereunder shall be subject to Government Code §§ 810 *et seq*. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City or RBHA shall be waived if not made within six (6) months after accrual of the cause of action.
- 32. <u>Interpretation</u>. Consultant acknowledges that it has had ample opportunity to seek legal advice with respect to the negotiation of this Agreement. This Agreement shall be interpreted as if drafted by both parties.
- 33. Warranty. In the event that any product shall be provided to the RBHA as part of this Agreement, Consultant warrants as follows: Consultant possesses good title to the product and the right to transfer the product to RBHA; the product shall be delivered to the RBHA free from any security interest or other lien; the product meets all specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of thirty (30) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Consultant, at Consultant's expense, including shipping. Consultant shall not be liable under this warranty for an amount greater than the amount set forth in Exhibit "C" hereto.
- 34. <u>Severance</u>. Any provision of this Agreement that is found invalid or unenforceable shall be deemed severed and all remaining provisions of this Agreement shall remain enforceable to the fullest extent permitted by law.

- 35. Authority. RBHA warrants and represents that upon RBHA Board approval, the Chairman of the RBHA is duly authorized to enter into and execute this Agreement on behalf of RBHA. The party signing on behalf of Consultant warrants and represents that he or she is duly authorized to enter into and execute this Agreement on behalf of Consultant, and shall be personally liable to RBHA if he or she is not duly authorized to enter into and execute this Agreement on behalf of Consultant.
- 36. <u>Waiver</u>. The waiver by the RBHA of any breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement in Redondo Beach, California, as of this $2^{\rm nd}$ day of September, 2025.

HOUSING AUTHORITY OF THE CITY OF REDONDO BEACH, a public body, corporate and politic	LEGGINS CASTERLINE & COMPANY LLC, a Florida limited liability company
James A. Light, Chairman	By: 572D1E4AFFD244A Name: JASON CASTERLINE Title: Partner
ATTEST:	APPROVED: Signed by: Diane Strickfader
Eleanor Manzano, Secretary	Diane Strickfaden, Risk Manager
APPROVED AS TO FORM:	
Joy A. Ford, General Counsel for RBHA	

EXHIBIT "A"

PROJECT DESCRIPTION AND/OR SCOPE OF SERVICES

I. CONSULTANT'S DUTIES

Upon RBHA's request, Consultant shall perform disposition and financial advisory consulting services for RBHA, including but not be limited to, the following services:

- A. <u>Task 1</u>: Reconcile the HCV VMS Data submission for CY23 & CY24 as required by HUD:
 - 1. Review and verify accuracy of VMS Reported HAP Expenses, Fraud Recovery & Reported RNP, specifically Columns E, G, I of the HUD reconciliation.
 - 2. Submit PMCs for RBHA VMS reconciliation. Consultant shall determine whether the submitted data needs to be modified, specifically Columns E, G, I of HUD reconciliation.
 - 3. Notify HUD when PMCs are submitted in VMS to enable HUD to redownload the VMS data and generate an updated workbook for RBHA.
- B. <u>Task 2</u>: Verify accuracy of VMS submissions for the period January 1, 2025 to date of reconciliation.
- C. <u>Task 3</u>: Assist RBHA with ongoing VMS submissions through December 31, 2025.
 - 1. Assist RBHA in determining the following:
 - a. Beginning balance of RNP and UNP for EHV.
 - b. Administrative expenses for both HCV and EHV.
 - c. Audit costs for both HCV and EHV.
 - d. Fraud recovery for both HCV and EHV.
 - e. Number of new vouchers issued but not under HAP contract Information regarding Port-Ins (Section 8 Portability).
- D. Task 4: Assist RBHA with FY24 audited FDS submission.
- E. Task 5: Assist RBHA with FY25 unaudited FDS submission.

II. RBHA'S DUTIES

Upon Consultant's complete reconciliation of the VMS Data as of December 31, 2024, RBHA will sign and submit an Enclosure C to HUD.

III. DEFINITIONS

For the purposes of this Exhibit "A", the following acronyms shall have the meanings set forth below:

- A. HCV: Housing Choice Voucher
- B. VMS: Voucher Management System:
- C. CY: Calendar Year
- D. HUD: U.S. Department of Housing and Urban Development
- E. HAP: Housing Assistance Payment
- F. RNP: Restricted Net Position
- G. PMC: Previous Month Correction
- H. FDS: Financial Data System
- I. FY: Fiscal Year
- J. UNP: Unrestricted Net Position
- K. EHV: Emergency Housing Voucher

EXHIBIT "B"

TERM AND TIME OF COMPLETION

TERM. This Agreement shall be effective as of August 21, 2025, and shall commence on that date and continue until August 31, 2026, unless otherwise terminated as herein provided.

EXHIBIT "C"

COMPENSATION

Provided Consultant is not in default under this Agreement, Consultant shall be compensated as provided below.

I. **AMOUNT**. Consultant shall be paid as set forth in the following table.

		Maximum Number		Total
Exhibit "A" Task	Staff	of Hours	Rate	Not to Exceed
Task 1: Reconcile VMS for				
Calendar Years 2023 and				
2024	Debra Leggins	80 hours	\$195	\$15,600
Task 2: Reconcile VMS for				
Calendar Year 2025, to date	Debra Leggins	20 hours	\$195	\$3,900
Task 3: VMS submissions				
through December 2025	Debra Leggins	24 hours	\$195	\$4,680
Task 4: Assist RBHA with				
FY24 audited FDS				
submission	Jason Casterline	16 hours	\$195	\$3,120
Task 5: Assist RBHA with				
FY25unaudited FDS				
submission	Jason Casterline	32 hours	\$195	\$6,240
Total		172 hours		\$33,540

The foregoing hourly rates are fully burdened and inclusive of all costs, fees, and expenses.

- II. METHOD OF PAYMENT. Consultant shall submit monthly invoices to RBHA for approval and payment. Invoice(s) must provide the task number, description of services performed, date of service, staff title/name, hourly rate, number of hours worked, corresponding amount, and the total amount. All invoices must also be itemized, adequately detailed, based on accurate records, and in a form reasonably satisfactory to RBHA. Consultant may be required to provide back-up material upon request.
- III. **SCHEDULE FOR PAYMENT**. RBHA agrees to pay Consultant, which payment may be processed through the City, within thirty (30) days of receipt of the invoice(s); provided that the services have been completed to RBHA's reasonable satisfaction.
- IV. **NOTICE.** Written notices to RBHA and Consultant shall be given by registered or certified mail, postage prepaid, email, or personally served, and addressed to the following parties.

Consultant: Leggins Casterline & Company LLC

247 Divinci Dr

Punta Gorda, Florida 33950 Attn: Jason Casterline

Email: jasoncasterline@gmail.com

RBHA: Housing Authority of the City of Redondo Beach

1922 Artesia Blvd

Redondo Beach, CA 90278

Attn: Imelda Delgado, Housing Manager Email: lmelda.delgado@redondo.org

All notices, including notices of address changes, provided under this Agreement are deemed received as follows: (1) on the second business day after emailing, provided that no "bounce-back" or similar message indicating non-delivery is received; (2) on the third day after mailing if sent by registered or certified mail; or (3) upon personal delivery. Changes in the respective address set forth above may be made from time to time by any party upon written notice to the other party in accordance with this section.

EXHIBIT "D"

INSURANCE REQUIREMENTS FOR CONSULTANTS

Without limiting Consultant's indemnification obligations under this Agreement, Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

Workers' Compensation insurance as required by the State of California.

Employer's Liability Insurance.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the RBHA and the City, and their respective officials, employees and volunteers or (2) the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Endorsement:

General Liability: The RBHA and the City, and their respective officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of work performed by or on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance, or as a separate owner's policy.

Automobile Liability: The RBHA and the City, and their respective officers, elected and appointed officials, employees, and volunteers shall be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.

For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the RBHA and the City, and their respective officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the RBHA and the City, and their respective officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the RBHA and the City.

Each insurance policy shall be endorsed to state that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured.

Each insurance policy shall be in effect prior to awarding the contract and each insurance policy or a successor policy shall be in effect for the duration of the project. The maintenance of proper insurance coverage is a material element of the contract and failure to maintain or renew coverage or to provide evidence of renewal may be treated by the RBHA and the City as a material breach of contract on the Consultant's part.

Acceptability of Insurers

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A:VII and which are authorized to transact insurance business in the State of California by the Department of Insurance.

Verification of Coverage

Consultant shall furnish the RBHA and the City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on the City authorized forms provided with the contract specifications. Standard ISO forms which shall be subject to City approval and amended to conform to the City's requirements may be acceptable in lieu of City authorized forms. All certificates and endorsements shall be received and approved by the City before the contract is awarded. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Consultant shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Risk Management

Consultant acknowledges that insurance underwriting standards and practices are subject to change, and the City reserves the right to make changes to these provisions in the reasonable discretion of its Risk Manager.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer rigl	nts to the certificate hold	er in lieu of sucl	h endorsement(s).		
PRODUCER			CONTACT Ed Leedy		
Leedy Nagele Associates, LLC			PHONE (A/C, No, Ext): (215) 654-9422	FAX (A/C, No): (215) 654-9411
6198 Butler Pike			E-MAIL ADDRESS: eleedy@Inainsurance.com		
Suite 145			INSURER(S) AFFORDING COVERAGE		NAIC#
Blue Bell	P.	A 19422	INSURER A: Hartford Underwriters Insurance Compa	any	30104
INSURED			INSURER B: Hartford Casualty Insurance Company		29424
			INSURER C:		
Leggins Casterline & Com	pany LLC		INSURER D :		
247 Divinci Dr			INSURER E :		
Punta Gorda	F	L 33950-6343	INSURER F:		
COVERAGES	CERTIFICATE NUMBER:	CL258130215	55 REVISION NU	MBER:	
THIS IS TO CERTIFY THAT THE POLICIE	S OF INSURANCE LISTED BE	LOW HAVE BEEN	ISSUED TO THE INSURED NAMED ABOVE FOR THE	POLICY PERIOD	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	
	COMMERCIAL GENERAL LIABILITY			39SBABM2JHC	08/08/2025			\$ 1,000,000
	CLAIMS-MADE X OCCUR							\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
Α		Y				08/08/2026	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	POLICY PROJECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
1	OTHER:						Employee Dishonesty	\$ 250,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
Α	OWNED SCHEDULED AUTOS ONLY			39SBABM2JHC	08/08/2025	08/08/2026	BODILY INJURY (Per accident)	\$
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
	✓ UMBRELLA LIAB ✓ OCCUR						EACH OCCURRENCE	\$ 5,000,000
Α	EXCESS LIAB CLAIMS-MADE			39SBABM2JHC	08/08/2025	08/08/2026	AGGREGATE	\$ 5,000,000
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						➤ PER OTH- STATUTE ER	
l _B	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	39WECBA7A9B	39WECBA7A9B	10/01/2024	10/01/2025	E.L. EACH ACCIDENT	\$ 500,000
	(Mandatory in NH)			SOWEOD/N/NOD			E.L. DISEASE - EA EMPLOYEE	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							\$ 500,000
	Professional Liability						\$1,000 Ded. Occurence	1,000,000
Α	FIGESSIONAL CIADMITY			39SBABM2JHC	08/08/2025	08/08/2026	Aggregate	2,000,000
$\overline{}$					-			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

"Housing Authority of the City of Redondo Beach", the "City of Redondo Beach", and their respective officers, elected and appointed officials, employees, and volunteers are named as additional insureds.

CERTIFICATE	HOLDER		CANCELLATION
	City of Redondo Beach 415 Diamond St		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	4 to Blamona Gt		AUTHORIZED REPRESENTATIVE
1	Redondo Beach	CA 90277	Edwin C. Leedy



Administrative Report

Authority Action Date: September 2, 2025

To: CHAIRMAN AND MEMBERS OF THE HOUSING AUTHORITY

From: ELIZABETH HAUSE, HOUSING ADMINISTRATOR

Subject: RECEIVE AND FILE QUARTERLY STATUS REPORT ON SECTION 8

AND FAIR HOUSING PROGRAMS

RECOMMENDATION

Receive and file the report on the Section 8 and fair housing programs.

EXECUTIVE SUMMARY

The City of Redondo Beach Housing Authority (RBHA) receives federal funding from the U.S. Department of Housing and Urban Development (HUD) to operate the Section 8 Program. Section 8 is a rental assistance program that enables low-income persons to live in decent, safe and sanitary, privately-owned housing. This report includes information regarding RBHA's activity for the months of July, August, and September of 2025, and a projection through the end of the year.

BACKGROUND

The Housing Authority continues to operate the Section 8 Program within its available resources. The Housing Authority is currently assisting approximately 454 households under the Section 8 HCV Program. Of those households, approximately 335 head of households are elderly, disabled, or both. As part of the HCV program, there are 20 Project-Based Vouchers (PBV) at The Moonstone apartment complex,

Quarterly Spending

The Housing Authority received approximately \$2,129,888 in Housing Assistance Payment (HAP) for the months of July, August, and September. This report was prepared in advance; therefore, the estimated monthly expenditures for this quarter are as follows:

 July
 \$728,493

 August
 \$725,787

 September
 \$727,500

Total estimated HAP Expenditures for this quarter is estimated at \$2,181,780.

Special Purpose Voucher Programs

The RBHA continues the administration of two special purpose voucher programs. These programs are supported through separate funding allocations to serves the specific population.

The Veterans Affairs Supportive Housing (VASH) are special purposed vouchers for Veterans experiencing homelessness. The RBHA currently has 33 veteran families participating.

The Emergency Housing Vouchers (EHV) are special purposed vouchers for families that are homeless, at rick of homelessness, or fleeing domestic violence. The RBHA currently has 19 families participating.

Waiting List

The RBHA has a waiting list that is currently closed to new applicants. The waiting list was established in 2015, and currently consists of approximately 971 applicants. Due to limited funding, the RBHA is not actively pulling applicants from the waiting list at this point in time. One or more of the following statistics below may apply to the families on the waiting list:

Families with Children	495
Elderly Families	264
Families with Disabilities	444
Extremely Low Income	697
Very Low Income	227
Over Income Limit	47
Live or Work in Redondo Beach	2
Honorably Discharged Veterans	0
Families, Elderly or Disabled	941
Ineligible for Preferences	20
No Eligible preferences	8

Recent Funding Updates: Funding Shortfall

On August 7, 2025, the HUD Portfolio Management Specialist (PMS) projected a Housing Assistance Payment (HAP) funding shortfall for the Redondo Beach Housing Authority (RBHA) by the end of the calendar year. In short, RBHA's current demand for HAP is projected to slightly exceed available funding and, without intervention, would not fully cover obligations to participating property owners.

Projected HAP Funding Results

	CY2025	CY2026
Total Annual Budget Authority	\$8,842,587	\$9,327,173
Estimated Funding Needs	\$9,029,675	\$9,411,981
Projected End-of-Year Shortfall	(\$187,088)	(\$84,808)

While these projections indicate a funding shortfall, the amount is relatively modest compared to the overall program budget and can be addressed through policy updates, HUD guidance, and financial review.

The PMS has referred RBHA to HUD's Shortfall Prevention Team (SPT) for confirmation, with a Confirmatory Call scheduled for August 29, 2025. During the call, the SPT will review RBHA's fiscal status, evaluate projected funding needs, and determine whether HUD-held reserves are available to offset the projected shortfall. If the shortfall is confirmed, the SPT will work closely with RBHA to implement strategies aimed at reducing the deficit.

There are several corrective actions available to RBHA:

1. Administrative Plan Updates

Staff is preparing a comprehensive update to RBHA's Administrative Plan, with measures designed to reduce funding needs and bring the program out of shortfall. Updates to be presented for Board approval include:

- **Right-sizing voucher unit sizes** to align with household needs (e.g., a couple eligible for a two-bedroom voucher may instead be housed in a one-bedroom unit).
- Establishing a minimum rent of \$50 for all voucher holders (previously \$0).
- Billing all incoming portability vouchers so that the issuing housing authority retains financial responsibility. RBHA will administer the voucher locally and receive a nominal administrative fee, but will no longer absorb the associated HAP cost.

2. Implementation of HUD Shortfall Guidelines

Where appropriate, RBHA will implement HUD-recommended shortfall strategies, such as:

- Adjusting payment standards.
- Pausing new voucher issuances (with exceptions for Veterans Affairs Supportive Housing referrals).
- Refraining from absorbing Port-ins.

- Denying moves to higher-cost units.
- Requesting landlords delay rent increases (while still approving reasonable rent requests).
- Developing contingency plans for addressing shortfalls absent supplemental funding.

3. Contingency Planning

RBHA will also establish policies to ensure clear, fair, and transparent management of resources, including:

- Identifying unrestricted funds that may be used to support HAP obligations.
- Outlining procedures for potential terminations, should they become necessary.
- Communicating proactively with families regarding funding limitations.

4. Independent Financial Review

This agenda includes a proposed agreement with Leggins Casterline & Company LLC for professional services to review fund utilization and reconcile RBHA's financial data. Their analysis will provide an accurate picture of RBHA's financial status and ensure sound fiscal management moving forward.

Although HUD's initial projections indicate a shortfall, it is nominal and manageable. Through Administrative Plan updates, adherence to HUD guidelines, and independent financial review, RBHA will address the issue and maintain program stability for participating families and property owners.

COORDINATION

This report was prepared by the Housing Division of the Community Services Department.

FISCAL IMPACT

The Section 8 Program is funded by the U.S. Department of Housing and Urban Development. There is no fiscal impact to the General Fund.

Submitted by: Elizabeth Hause, Housing Administrator Approved for forwarding by: *Mike Witzansky, City Manager*