

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

**COMPTON CITY COUNCIL
AGENDA
02/28/2023**

**Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.**

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CLOSED SESSION

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

TITLE: City Manager

Pursuant to California Government Code Section 54957

OPENING

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION(S)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION: THE COMPTON POINSETTIA AVENUE BLOCK CLUB
2022 CHRISTMAS DECORATIONS CONTEST WINNERS – COUNCILMEMBER
DARDEN
2. PRESENTATION: COMPTON CITY CLERK, VERNELL MCDANIEL
CELEBRATING 40 YEARS OF SERVICE TO THE CITY OF COMPTON - MAYOR
SHARIF AND CITY COUNCIL MEMBERS

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING
TRUST, A JOINT POWERS AUTHORITY AND AUTHORIZING THE MAYOR TO
EXECUTE THE JOINT EXERCISE OF POWERS AGREEMENT
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING
IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY REQUEST
AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS
AND AUTHORIZE THE CITY MANAGER TO OPEN A PURCHASE ORDER FOR
NEW WEST LANDSCAPING SERVICES FOR PROPERTY MAINTENANCE
SERVICES FOR HOUSING SUCCESSOR PROPERTIES IN THE AMOUNT OF
\$13,500.00.

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 3/7/2023 5:30 PM

Visit our website at <http://www.comptoncity.org>

February 28, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE HOUSING TRUST, A JOINT POWERS AUTHORITY AND AUTHORIZING THE MAYOR TO EXECUTE THE JOINT EXERCISE OF POWERS AGREEMENT

SUMMARY

Staff recommends that the City Council authorize joining the Gateway Cities Affordable Housing Trust (Trust), a Joint Powers Authority (JPA) formed among the cities within the Gateway Cities region. The Trust provides funding to preserve and produce affordable housing. These funds improve the financial viability of individual housing projects and programs. This funding can also increase each project's competitiveness for additional state and federal funding sources. Additionally, the Trust works with a variety of government and philanthropy groups to attract more housing funds to the Gateway Cities region. Joining the Trust would support the City to achieve the stated goals and objectives of the 6th Cycle Housing Element and support the region as a whole to bring new dollars to help fund more affordable housing development.

To become a member, the City Council would adopt the attached resolution authorizing the Mayor to execute the Joint Powers Agreement.

BACKGROUND

The Gateway Cities region of Los Angeles County includes 27 cities located along the I-710 corridor in eastern Los Angeles County. Early in 2021 the Gateway Cities Council of Governments (GCCOG) obtained State funding from the Southern California Association of Governments (SCAG) to explore the formation of an affordable housing trust within the region.

Since then, GCCOG and their consultant conducted the following activities:

- Interview the GCCOG cities to determine their housing needs and priorities, explain the concept of the Trust, and investigate their interest in being a member.

- Interview other stakeholders in the region in the same fashion, including the County of Los Angeles, affordable housing developers, financing entities, advocates, research organizations, and other related entities to gain their perspectives.
- Provide an overview of best practices from other local housing trust fund studies, as well as a comparative review of the range of organizational and governance structures.
- Conduct a study of the overall housing needs in the region, determine the existing sources of support to meet these needs, and estimate how much additional funding support will be needed for cities to meet these needs and satisfy their Regional Housing Needs Assessment obligations.
- Identify affordable and homeless housing developments planned within the Gateway Cities, including those in construction and those in the entitlement and pre-development phases. Compare the number of units to be provided and the populations to be served by these units to the housing need report.
- Form a Steering Committee of Gateway COG City Managers and others to work with the Gateway Cities COG and the consultants to make the initial recommendations for how a Trust might be formed and explore the initial sources of funding to support this effort.
- Based on dialogue with the Trust Steering Committee, create and support the negotiation of a Joint Powers Agreement for the Trust, develop an Administrative Plan, Governance Structure, and Bylaws for the Trust.
- Prepare a draft strategic plan for the new Trust, for review and acceptance by the Gateway Cities COG Board and final adoption by the new Board of Directors of the Trust when that Board is in place.
- Develop an operational plan for the first full year of operations of the Trust, proposed as fiscal year July 1, 2023, to June 30th, 2024.
- Create a draft capital and administrative budget for the first year of Trust operations.

In late summer 2022, a Trust Steering Committee was formed including representatives from member cities, Los Angeles County, developers, and financing entities. The Trust Steering Committee met on three occasions and accomplished a variety of detailed analysis including, a review of other housing trusts best practices, examined potential funding sources for capital and administrative funding, discussed potential housing programs/projects, identify the key components to the Trust Strategic Plan, and helped draft the Joint Powers Agreement.

The Steering Committee unanimously recommended the formation of an affordable housing trust for the Gateway Cities sub-region. In addition, presentations were made to

the GCCOG Committee on Homelessness, Gateway Cities City Managers and Planning Directors Committee. All groups expressed unanimous support for the formation of a Trust.

TRUST MEMBERSHIP

As outlined in the JPA, the Trust does not build, own, or manage housing projects. The trust cannot require that housing projects be located in specific cities, require member cities to take an allocation of supportive housing units, or require that cities provide a local funding match. The Trust Board of Directors determines whether a funding application meets the Notice of Funding Availability criteria. Each local jurisdiction maintains land use control and processes the entitlement consistent with its zoning and municipal code requirements.

The JPA contains a provision that requires members to contribute towards administrative expenses of Trust. Member cities are not required to contribute funding until July 1, 2024. Prior to this period, the Gateway Cities Council of Governments has secured administrative formation funding for the Trust. The **annual** membership fees are based upon city population:

- Up to 30,000 = \$7,500
- 30,001 to 60,000 = \$15,000
- **60,001 to 100,000 = \$32,500 (Compton)**
- Greater than 100,000 = \$47,500

This amount will increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the fees are assessed.

The City would maintain the right to withdraw from the JPA subject to an approved resolution and by providing a six-month notice.

To better understand the Affordable Housing trust how it will help Compton, staff asked a few questions of the trust consultant Civic Home which provided responses. The questions and answers are provided below.

1. What funds and amounts are being targeted by the trust that Compton will be eligible for? We are not entirely certain what the first year funding amount will be but we are targeting \$10 million. This would likely be for multi-family rental. If successful, these funds would be awarded in the fall 2023 and available to close in 1st quarter 2024. There may be other funding that is targeted by the new Trust Board once it is set in place.
2. What is the anticipated total grant amount the trust will apply for next year?

So far it is \$10 million but that could more depending upon the funding programs and priorities of the Trust Board.

3. Can the trust money be used by Compton to purchase private land for affordable housing?

We do anticipate a Pre-Development Fund being created at some point. That would be used for acquisition, entitlement expenses, etc and be repaid at construction loan closing. That loan will earn a nominal interest rate less than market for similar funds and be used to fund administrative expenses of the Trust. This Pre-Development fund depends upon the Trust getting funding from State or Federal sources. The biggest challenge for Compton is that state funding has a requirement that can only go to projects located in cities that have a compliant housing element. I would suspect that joining the Trust and including this in the Compton Housing Element helps HCD understand that you are a regional member of the Trust and trying to achieve affordable housing.

4. If the City of Compton approves an affordable project, will the trust will provide funds to build it?

If you are asking whether there is a guarantee of funds for every affordable project that Compton approves, the answer is “no”. If the Trust has funding that matches the affordable project Compton is proposing, then a developer will apply for funding through a NOFA process. Scoring projects through the NOFA process is similar to tax credit scoring and timing for construction start date. So its unclear how many projects will apply and how much funding the Trust has at the time a project is proposed for funding in Compton. If it is any indication of potential funding, the OC Housing Finance Trust obtained \$36 million in funding in 3 years and committed funding to 16 affordable housing projects creating 1,100 affordable units.

5. Will a ratio or formula be developed to ensure each member city receives a fair amount of affordable funds each year?

Question 5 addresses this question. However, the NOFA will also have a provision to spread funding in some formula distribution based on geography. For example, perhaps there is a North, South and Central geographic area defined. Each area will get an equal distribution initially. If not applications are submitted in one of those areas then that funding could roll over into another geographic area.

6. How will the process work between the city and the trust to build more affordable units in Compton? Specifically what will the trust do to assist in building more affordable units in Compton, than Compton would otherwise accomplish on its own?

The Trust is a government funding source for projects proposed in Compton. The Trust role is to obtain funding and encourage development to cities and developers by making them aware of the funding. The OC Housing Finance Trust took an extra step of reaching out to real estate brokers to make them aware of the desire to

build affordable housing in the region so that the brokers submit land/project opportunities to developers for purchase consideration. The Trust does not step in the place of the city in terms of entitlement or developer role.

GOVERNANCE

The Trust will be a public government entity established by joint powers authority and in accordance with the Joint Exercise of Powers Act, as codified in California Government Code section 6500 *et seq.* The Trust will be organized to receive public and private capital and administrative funds to address local housing needs. The Trust will have an ongoing administrative revenue source from city membership fees as specified in the Trust Joint Powers Agreement (JPA) (see Attachment 2) to be signed by each city that is a member of the Trust.

The Trust is governed by a nine-member Board of Directors (Board). Pursuant to the JPA By-Laws (Attachment 3), the Board is comprised of seven elected officials whose governing body is a member of Trust and appointed by the Gateway Cities Council of Governments Board. A Trust member city will be represented on the Board by each population category specified in the Trust Membership fee calculation. Two additional Board members are experts in homelessness or housing policy and approved by the Gateway Cities Council of Governments City Managers Committee.

PAST AND PIPELINE OF AFFORDABLE HOUSING PROJECTS

The Trust will help cities in the Trust subregion address their Regional Housing Needs Assessment (RHNA) which is mandated by State Housing Law as part of the periodic process of updating local housing elements of the General Plan for each city. RHNA quantifies the need for housing within each jurisdiction during specified planning periods. In the past eight-year planning period, from 2013 through 2021, the GCCOG subregion received tax credit funding for 58 projects totaling nearly 6,000 housing units.

A 2022 survey of GCCOG cities revealed that there are 38 affordable housing projects currently in the pipeline that have not yet started construction. Most of these projects need critical gap subsidy funding to start construction. These 38 pipeline projects would benefit from additional funding provided by the Trust which could accelerate and facilitate the creation of an additional 4,000 affordable housing units in the COG subregion.

FINANCIAL IMPACT

The annual membership fee is based upon city population. For the City of Compton, the annual membership fee would be \$32,500. This amount will increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the fees are assessed. Membership fees will begin after July 1, 2024.

CONCLUSION

Joining the Trust would support the City's Housing Element goals of encouraging more affordable housing, and pursuing local, state, and federal affordable housing funds.

To become a member, the City Council would adopt the attached Resolution authorizing the Mayor to execute the attached Joint Powers Agreement.

RECOMMENDED ACTION

Adopt the attached Resolution approving membership in the Gateway Cities Affordable Housing Trust and authorizing the Mayor to execute the Joint Exercise of Powers Agreement.

ROBERT DELGADILLO
SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

MR. THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACCEPTING MEMBERSHIP IN THE GATEWAY CITIES AFFORDABLE
HOUSING TRUST, A JOINT POWERS AUTHORITY AND AUTHORIZING
THE MAYOR TO EXECUTE THE JOINT EXERCISE OF POWERS
AGREEMENT**

WHEREAS, the Gateway Cities Affordable Housing Trust (GCAHT) was formed in 2023 as a joint powers authority between cities throughout the Gateway Cities sub-region; and

WHEREAS, GCAHT was created for the purpose of funding housing specifically assisting persons and families of extremely low, very low, low and moderate income within the County of Los Angeles; and

WHEREAS, the City of Compton (the “City”) has determined through its 6th Cycle Housing Element Update that there is great need for more affordable housing in the City; and

WHEREAS, the City of Compton (the “City”) has determined that there are limited financial resources for affordable housing development and that additional local financing increases the competitiveness of individual projects for the State and Federal resources; and

WHEREAS, the City of Compton (the “City”) has determined that it is in the public interest and for the public benefit that the City become a member of the GCAHT in order to further facilitate the development of affordable housing in the City and throughout the region, including the financing of projects therefore by the GCAHT; and

WHEREAS, the City (the “City Council”) will be joining other cities that are members of the GCAHT in efforts to increase State and Federal resources for affordable housing directed to GCAHT; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City (the “City Council”), with the assistance of its staff, have reviewed said document; and

WHEREAS, the GCAHT is authorized to issue grants and loans to developers for the purpose, among others, of financing or refinancing the construction, acquisition and rehabilitation of affordable housing; and

WHEREAS, the City anticipates that there will be affordable housing projects in need of financing located in the City of Compton; and

NOW, THEREFORE, the City Council of the City of Compton DOES HEREBY RESOLVE as follows:

SECTION 1. That the City Council hereby authorizes the City's membership in the Gateway Cities Affordable Housing Trust (GCAHT).

SECTION 2. That the City Council has reviewed and approves the Joint Exercise of Powers Agreement substantially in the form attached (Exhibit 1).

SECTION 4. That the adoption of this Resolution shall not obligate the City or any department thereof to (i) provide any financing to acquire, construct or operate any Project or any refinancing of any Project; (ii) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, improvement, rehabilitation or operation of any Project; (iii) require any contribution or advance any funds whatsoever to the GCAHT other than membership fees for administrative costs; or (iv) except as provided in this Resolution, take any further action with respect to the GCAHT or its membership therein.

SECTION 5. That the Mayor, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute the Joint Exercise of Powers Agreement and to perform such other acts and deeds, as may be necessary or convenient to affect the purposes of this Resolution and the transactions herein authorized.

SECTION 6. That the City Clerk shall forward a copy of this Resolution and an originally executed Agreement to the City Attorney office and GCAHT.

SECTION 7. That this resolution shall take effect immediately upon its passage.

APPROVED AND ADOPTED by the City Council of the City of Compton at a regular meeting held on the _____ day of _____ 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF _____)

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2023.

AYES: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

CITY CLERK OF THE CITY OF COMPTON

JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made this ____ day of February, 2023 (the “Effective Date”), by and between the following public entities (each a “Party” and, collectively, the “Parties”): _____, _____, and _____ (collectively, the “Cities”).

RECITALS

- A. The Parties have a strong interest in promoting the health, safety, and welfare of the residents within their geographic boundaries.
- B. Each Party has the individual power to implement affordable housing projects and programs generated within its jurisdictional boundaries, as well as, to create and issue development agreements for such activities.
- C. The Parties find it in their mutual interest to address affordable housing issues on a regional level.
- D. An adequate supply of housing throughout the Gateway Cities subregion will provide social and economic benefits to residents and taxpayers of the Parties.
- E. The Parties desire to act in the public interest to lessen the burden of government by reducing the need for each Party to act individually, and to provide charitable support for affordable housing in the Gateway Cities subregion of Los Angeles County (the “County”).
- F. California Government Code section 6500 et seq. (“Joint Exercise of Powers Act” or “Act”) permits two or more public agencies to create joint powers authorities for the purposes cited herein and permits the agencies to exercise jointly any power that the public agencies could exercise separately, and further grants certain additional powers to such joint powers authorities.
- G. Local land-use decisions remain solely with each Party. Nothing in this Agreement deprives any Party of its sovereign powers with respect to land-use or transfers such powers to the joint powers authority.

NOW, THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows:

Section 1. Creation and Purpose.

- (a) Creation of GCAHT. Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the “Gateway Cities Affordable Housing Trust.” GCAHT shall be a public entity separate and apart from the Parties and shall administer this Agreement.

- (b) Purpose. This Agreement is made pursuant to the Joint Powers Act for the purpose of creating the GCAHT as a public entity separate from the Parties to: (i) exercise common powers with respect to receiving public and private financing and funds; and (ii) fund the planning and construction of housing of all types and tenures for persons and families of extremely low, very low, low and moderate income, as defined in Section 50093 of the Health and Safety Code, including, but not limited to, permanent supportive housing. The purpose of this Agreement shall be accomplished, and common powers exercised in the manner set forth in the Agreement. Nothing contained in this Agreement shall preclude the Parties from establishing, maintaining, or providing social programs or services to its residents as it deems proper and necessary.

Section 2. Term and Termination

- (a) Term. This Agreement shall become effective, and GCAHT shall come into existence, on the Effective Date, and this Agreement shall thereafter continue in full force and effect until terminated pursuant to subdivision (b) of this section.
- (b) Termination. This Agreement may be terminated by agreement of the Parties. Upon termination of this Agreement, GCAHT shall be dissolved and, **after payment of provision for payment of all liabilities**, the assets of GCAHT shall be distributed to the Parties in proportion to the contribution of each Party to GCAHT and the amounts paid by each Party in connection with GCAHT's activities.

Section 3. Powers and Duties of GCAHT.

- (a) General Powers. GCAHT shall have all the powers common to the Parties to this Agreement necessary or convenient, specified, or implied, to accomplish the purpose of this Agreement as set forth in Section 1, subject to the restrictions set forth in Section 3, subdivision (c) below. Said powers shall be exercised in the manner provided in the Joint Exercise of Powers Act and, except as expressly set forth herein, subject only to such restrictions upon the manner of exercising such powers as are imposed upon the Parties in the exercise of similar powers.
- (b) Specific Powers. Without limiting the generality of the powers conferred in subdivision (a) of this Section 3, GCAHT is hereby authorized, in its own name, to do all of the acts necessary or convenient to the accomplishment of the purposes of this Agreement and the full exercise of the powers conferred in subdivision (a) of this Section 3, including but not limited to the following:
1. **to make and enter into contracts;**
 2. **to contract for staff assistance;**
 3. to sue and be sued in its own name;
 4. to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America, the State of California, Los Angeles County,

Party to this Agreement, or any other agency providing funding related to the purposes of this Agreement;

5. to invest any money in the treasury pursuant to Section 6505.5 of the Joint Powers Act that is not required for the immediate necessities of GCAHT, as GCAHT determines is advisable, in the same manner and upon the same conditions as local agencies, pursuant to Section 53601 of the California Government Code;
 6. to apply for letters of credit or other forms of financial guarantees in order to enter into agreements in connection therewith;
 7. to carry out all the provisions of this Agreement;
 8. to purchase obligations of any Party;
 9. to engage the services of private consultants to render professional and technical assistance and advice in carrying out the purposes of this Agreement;
 10. to employ and compensate legal counsel determined appropriate by GCAHT in accomplishment of the purchase of this Agreement;
 11. to contract for engineering, construction, architectural, accounting, environmental, land use, or other services determined necessary or convenient by GCAHT in connection with the accomplishment of the purposes of this Agreement;
 12. for the purposes of enforcing affordable housing covenants or holding security interests for loans, to take title to, and transfer, sell by installment sale or otherwise, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 13. for the purposes of renting space for GCAHT to operate, to lease to, and to lease from, a Party or any other person or entity, lands, structures, real or personal property, rights, rights-of-way, franchises, easements, and other interests in real or personal property which GCAHT determines are necessary or convenient in connection with the accomplishment of the purposes of this Agreement;
 14. to solicit charitable contributions from private sources;
 15. to propose amendments to this Agreement; and
 16. to exercise any and all other powers as may be provided for GCAHT in the Joint Powers Act or any other applicable law.
- (c) Limitation on Powers. This Agreement does not authorize GCAHT do any of the following:
1. Regulate land use in cities or in the unincorporated area of the County;

2. Serve as an owner or operator of housing units;
3. Levy, or advocate or incentivize the levying of, an exaction, including an impact fee, charge, dedication, reservation or tax assessment, as a condition of approval of a development project;
4. Require or incentivize inclusionary zoning requirements;
5. Require the Parties to this Agreement to dedicate or assign funding for any GCAHT obligations or programs;
6. Approve a housing project or program that is not supported by the governing body of the jurisdiction (a city or the county) in which the project is proposed to be sited; or
7. Require the Parties to this Agreement to accept or provide any member of housing units as a prerequisite to joining or remaining a member of the Trust.

Section 4. Members

The members of GCAHT shall be the Parties to this Agreement who have not withdrawn from GCAHT, and such other Parties as may join GCAHT after execution of this Agreement. New members may join on the terms and conditions set forth in Section 10 hereof. Only cities within the County of Los Angeles within the Gateway Cities subregion may be a party to this Agreement and a member of GCAHT.

Section 5. Board of Directors

- (a) Selection of Directors. GCAHT shall be governed by a Board of Directors consisting of nine Directors selected as follows:
 1. Seven Directors who are members of the Gateway Cities Council of Governments (GCCOG) Governing Board, or any elected official serving within the GCCOG jurisdiction that is also a Party to this Agreement and selected by the Gateway Cities Council of Governments Governing Board ("GCCOG Board")
 2. Two Directors that are experts in homelessness or housing policy and approved by the Gateway Cities Council of Governments City Managers Committee.
 3. Alternates for each Director position may be established by their approving entity.
- (b) Board Powers. Subject to the limitations of this Agreement and the laws of the State of California, the powers of GCAHT shall be vested in and exercised by and its property and its affairs by the Board of Directors.
- (c) Advisory Board. The Board of Directors may appoint advisory boards that may include such persons as designated by the Board of Directors. The Board of Directors shall adopt bylaws that govern the appointment of advisory boards should it determine in its discretion to appoint such advisory boards.

- (d) Compensation. Members of the Board shall serve without compensation but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as Director; provided such expenses have been previously approved by the Board of Directors and incurred in accordance with any GCAHT policies or procedures governing same.
- (e) Term. Members of the Board shall serve for a two-year term. There are no term limits. The initial Board will serve a term staggered between one-year and two-year terms. Three of the seven Directors who are members of the GCCOG Board shall have an initial term of one year. One of the two Directors that are experts in homelessness or housing policy shall have an initial term of one year. The initial one-year terms will be determined through the drawing of lots.
- (f) Meetings of the Board of Directors.
1. Call, Notice and Conduct of Meetings. All meetings of the Board of Directors, including without limitation, regular, adjourned regular, special meetings and adjourned special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act, Government Code sections 54950 *et seq.*
 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such dates and times as the Board may fix by resolution from time to time. If any day so fixed for a regular meeting shall fall upon a legal holiday, then such regular meeting shall be held on the next succeeding business day at the same hour. No notice of any regular meeting of the Board of Directors need be given to the individual Directors.
 3. Special Meetings. Special meetings of the Board of Directors shall be held whenever called by the Chairperson of the Board or by a majority of the Directors. Notices of all special meetings shall be provided to all Parties.
 4. Quorum. A majority of the seated members of the Board of Directors shall constitute a quorum at any meeting of the Board except that less than a quorum may adjourn a meeting to another time and place. Every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors.
 5. Minutes. The Board of Directors shall keep minutes of all regular, adjourned regular, and special meetings, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to the Parties.
 6. Officers. The Board of Directors shall elect a chairperson and a vice chairperson from among its Directors at the first meeting held in each fiscal year. In the event that the chairperson or vice chairperson so elected ceases to be a Director, the resulting vacancy shall be filled at the next regular meeting of the Board of Directors

held after such vacancy occurs or at a special meeting called for that purpose. In the absence or inability of the chairperson to act, the vice chairperson shall act as chairperson. The chairperson, or the chairperson's absence, the vice chairperson, shall preside at and conduct all Board of Director's meetings.

7. Rules and Regulations. The Board of Directors may adopt, from time to time, by resolution, such rules, regulations, and bylaws for the conduct of its meetings and affairs as the Board determines is necessary or convenient.

Section 6. Additional Officers and Employees

(a) Officers and Contract Staff

1. GCAHT may contract with a Party to this Agreement, the GCCOG, for officers and staff pursuant to Section 6(d), or retain independent contractors, agents, or volunteers as the Board of Directors may deem necessary to carry out any of GCAHT's powers, upon such terms and conditions as the Board may require, including the retaining of professional and technical assistance, provided that adequate funds are available in GCAHT's budget and are appropriated by GCAHT therefor.
2. None of the officers, agents, or staff, in any, directly contracted by GCAHT shall be deemed, by reason of their roles or duties or contracted status, to be employed by the Parties.

(b) Treasurer and Auditor/Controller. Pursuant to Government Code Sections 6505.5 and 6505.8, the Board of Directors shall appoint an officer or employee of GCAHT, or an officer or employee of a public agency that is a Party to this Agreement, or a certified public accountant to hold the offices of treasurer and auditor for GCAHT. Such person or persons shall possess the powers of and shall perform the treasurer and auditor functions for GCAHT required by Sections 6505, 6505.5 and 6505.6 of the Government Code, including any subsequent amendments thereto. Pursuant to Government Code Section 6505.1, the auditor and treasurer shall have charge of certain property of GCAHT. The treasurer and auditor shall assure that there shall be strict accountability of all funds and reporting all receipts and disbursements of GCAHT. The treasurer and auditor of GCAHT shall be required to file an official bond with the Board of Directors in an amount, which shall be established by the Board. Should the existing bond or bonds or any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bonds attributable to the coverage required herein shall be an appropriate expense of GCAHT.

(c) Attorney. The Board of Directors shall have the power to appoint one or more legal advisors to GCAHT who shall perform such duties as may be prescribed by the Board.

(d) Administrative Services and Reimbursement of Costs.

1. The Board of Directors may contract with a Party to this Agreement to provide necessary administrative services to GCAHT, including the services described in Section 6(a), (b) and (c). The amount charged by the Party to provide such services to GCAHT shall be fixed by agreement between the Board of Directors and the governing board of the Party providing such services. In the absence of an agreement on costs, the Party providing services to GCAHT under this Section 6 may charge GCAHT the amounts necessary to recover the direct and indirect costs of such services.
2. If GCAHT contracts with a Party to this Agreement to provide GCAHT with administrative services through persons who are employees and officers of the Party, then any retirement liabilities associated with that Party's employees and officers shall not constitute a liability of GCAHT or any other Party to this Agreement. This Section 6(d)(2) shall not preclude a Party providing administrative services to GCAHT pursuant to a contract with GCAHT from accounting for such salary and benefit costs when negotiating the rates that the Party will charge GCAHT for providing such services.

Section 7. Financial Provisions

- (a) Fiscal Year. The Fiscal Year of GCAHT shall, unless and until changed by the Board of Directors, commence on the 1st day of July of each year and shall end on the 30th day of June of the next succeeding year except that the initial Fiscal Year of GCAHT shall commence on the effective date of this Agreement and end on the immediately following 30th day of June.

(b) Budget.

1. General Budget. Within one hundred and twenty days (120) after the first meeting of the Board of Directors, a general budget for the first fiscal year shall be adopted by the vote of a majority of all the Directors. The budget shall distinguish between administrative costs (i.e., the cost of operating GCAHT) and Program costs (i.e., the financing of the programs funded or sponsored by GCAHT). Thereafter, at or prior to the last meeting of the Board of Directors for each fiscal year, a general budget shall be adopted for the ensuing fiscal year or years by a vote of at least a majority of all Directors of the Board.
2. Expenditures for the Approved Budget. The payment of all GCAHT obligations is limited to the amount of appropriations allowed in GCAHT's approved budget, except as it may be revised with the approval of a majority of all of the Directors of the Board of Directors.

(c) Contributions by the Parties.

1. Administrative Cost Contributions. The GCCOG shall be responsible for GCAHT's administrative costs until June 30, 2024. After this initial period, and in consideration of

the mutual promises contained herein, the Parties agree that they shall make annual contributions towards the budgeted administrative costs of GCAHT in accordance with a cost allocation formula as outlined below:

POPULATION	ANNUAL ADMINISTRATIVE FEE
Up to 30,000	\$7,500
30,001 – 60,000	\$15,000
60,001 – 100,000	\$32,500
>100,000	\$47,500

The Administrative Fee shall be assessed annually. After the first fiscal year, the Fees shall increase annually in an amount equal to the U.S. Bureau of Labor Statistics consumer price index for all urban consumers in the Los Angeles-Long Beach-Anaheim area for the 12-month period preceding the year the Fees are assessed. Payment of the Fees shall be due within 30 days of receipt of an invoice from the GCAHT. The invoice shall indicate how the Fees were calculated. A Party's contribution to GCAHT's administrative costs shall be in the form of money, unless the Board of Directors approves another form of contribution such as services, personal property or use of real or personal property, or other in-kind contributions. The acceptance and valuation of any such non-monetary contributions may be used to offset in whole or part a Party's contribution as determined in the sole and absolute discretion of the Board of Directors. Notwithstanding the above, after the first fiscal year the Board of Directors may establish Fees in an amount the Board of Directors deems financially prudent; provided it shall roughly be proportional as to each Party in the amounts reflected in the table above.

2. Program Cost Contribution. The particular programs and program budget, funded, sponsored or operated by GCAHT, as well as the level of, and mechanisms for, the involvement of GCAHT and each Party, in such programs and program budget, shall be determined and approved by the Board of Directors.

(d) Accounts and Reports.

1. Books and Records. There shall be strict accountability of all GCAHT funds and accounts and report of all GCAHT receipts and disbursements. Without limiting the generality of the foregoing, GCAHT shall establish and maintain such funds and accounts as may be required by good accounting practice. The books and records of GCAHT shall be open to inspection at all reasonable times by each Party and its duly authorized representatives.
2. Annual Audit. The person appointed by the Board of Directors to perform the auditor function for GCAHT shall cause an annual independent audit of the accounts and

records of GCAHT and records to be made by a certified public accountant or firm of certified public accountants in accordance with Government Code section 6505. Such audits shall be delivered to each Party and shall be made available to the public.

3. Annual Financial Report. Pursuant to section 6539.5 of the Government Code, GCAHT shall publish an Annual Financial Report that shall describe the funds received by GCAHT and the use of such funds by GCAHT. The Annual Financial Report shall describe how the funds received by GCAHT have furthered the purposed of GCAHT.
- (e) Funds. Subject to the applicable provisions of any instrument or agreement which GCAHT may enter into, which may provide for a trustee or other fiscal agent to receive, have custody of and disburse GCAHT funds, the person appointed by the Board of Directors to perform the treasurer function for GCAHT shall receive, have the custody of and disburse GCAHT funds as nearly as possible in accordance with generally accepted accounting principles, shall make the disbursements required by this Agreement or to carry out any of the provisions or purposes of this Agreement.

Section 8. Amendments and Additional Parties.

- (a) This Agreement may not be amended or modified except by a vote of two-thirds of all the Parties through formal action approving such an amendment by the Parties' respective governing bodies.
- (b) No addition to, or alteration of, the terms of this Agreement, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid or effective unless made in the form of a written amendment which is formally adopted and executed by the Parties in the same manner as this Agreement.

Section 9. Non-Liability for Obligations of GCAHT.

- (a) The debts, liabilities, and obligations of GCAHT shall not be the debts, liabilities and obligations of any of the Parties or personal debts, liabilities and obligations or the Directors, officers or employees of GCAHT; provided that a Party may, by an agreement separate from this Agreement, contract for, or assume responsibility for, specific debts, liabilities, or obligations of GCAHT.
 1. Indemnification. The GCAHT shall defend, indemnify and hold harmless each Party, its officers, agents, employees, representatives and volunteers (the "Indemnitees") from and against any loss, injury, claim, lawsuit, liability, expense, or damages of any kind or nature (collectively, "Claims") brought by a third party which arises out of or in connection with GCAHT's administration of this Agreement, including such third party claims arising out of or in connection with any Indemnitees acting within their authorized capacity as an officer, agent, employee, representative or volunteer of GCAHT. The GCAHT's duty to defend and indemnify under this Section shall not extend to Claims otherwise arising out of the Indemnitees' own active negligence, omissions or willful misconduct, whether in whole or part. The GCAHT shall finance its obligation

pursuant to this Subsection by establishing a liability reserve fund, and/or by purchasing commercial insurance, and/or by joining a joint powers insurance authority (JPIA) as determined by the Board. In the event the GCAHT's financial obligations to indemnify, defend and hold harmless, pursuant to this Subsection, exceed the liability reserve fund and/or the proceeds from any applicable insurance and/or JPIA coverage maintained by the GCAHT (hereinafter "Unfunded Liability"), a Party or Parties may meet and confer with GCAHT in good faith to negotiate alternative means or mechanisms by which GCAHT may fund such Unfunded Liability; however, in no event shall the event of an Unfunded Liability relieve, limit or waive GCAHT's obligations of indemnity or defense to each Party as first set forth above in this Section. Nothing herein shall obligate any Party to indemnify or hold harmless GCAHT for any Unfunded Liability.

2. Assignment. Each Party shall assign to the GCAHT its rights, title, and interest to recover damages from any third party for Claims arising out of this Agreement, to the extent that the GCAHT has met its obligations to defend and indemnify such Party pursuant to this Section.
3. Survival. GCAHT's duty to defend, indemnify and hold harmless shall survive and continue in full force and effect after withdrawal of any Party from this Agreement, including as to the withdrawing Party, or termination of this Agreement for any reason with respect to any Claims that occurred before the date of such withdrawal or termination.

Section 10. Admission and Withdrawal of Parties.

(a) Admission of New Parties. It is recognized that additional Parties other than the original Parties, may wish to join GCAHT. Any city within the Gateway Cities subregion may become a Party to GCAHT upon such terms and conditions as established by the Board of Directors. As a condition precedent to becoming a Party more than six months after the Effective Date, an eligible entity may thereafter become a Party to this Agreement; provided that (1) this Agreement is adopted by its governing body and (2) the eligible entity pays a late joining fee. The late joining fee shall be calculated by totaling the annual fee the eligible entity would have paid under this Agreement had it been a Party in all years prior and up until the Effective Date. Notwithstanding the foregoing, an eligible entity's late joining fee shall not exceed two times the amount of the applicable annual administrative fee existing at the time it becomes a Party. Payment shall be due within 30 days of receipt of an invoice from GCAHT.

(b) Withdrawal from GCAHT. Parties may withdraw from GCAHT at any time upon their governing board's adoption of a resolution that so states the Party's intent to leave GCAHT. The withdrawal of any Party, either voluntarily or involuntarily, unless otherwise provided by the Board of Directors, shall be conditioned as follows:

1. In the case of a voluntary withdrawal, written notice shall be given to GCAHT six months prior to the effective date of withdrawal; and
2. Unless otherwise provided by a unanimous vote of the Board of Directors, withdrawal shall result in the forfeiture of that Party's rights and claims relating to distribution of property and funds upon termination of GCAHT as set forth in Section 2 above.
Withdrawn members shall not be entitled to any reimbursement of Administrative Fees.

Section 11. Notices.

- (a) Notices required or permitted hereunder shall be sufficiently given if made in writing and delivered either personally or by registered or certified mail, postage prepaid, to the persons and entities listed herein at the following addresses, or to such other address as may be designated to GCAHT on the Parties signature page for formal notice:

Section 12. Miscellaneous.

- (a) Section Headings. The section headings herein are for convenience only and are not to be construed as modifying or governing or in any manner affecting the scope, meaning or intent of the provisions or language of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Agreement.
- (c) Laws Governing. This Agreement is made in the State of California under the Constitution and laws of such State and shall be construed and enforced in accordance with the laws of California.
- (d) Severability. Should any part, term, portion or provision of this Agreement, or the application thereof to any person or circumstance, be held to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual it shall be deemed severable, and the reminder of this Agreement or the application thereof to other persons or circumstances shall continue to constitute the Agreement the Parties intended to enter into in the first instance.
- (e) Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the respective Parties hereto. No Party may assign any right or obligation hereunder without the written consent of a majority of the other Parties.

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed and attested by their duly authorized officers as follows:

City of Compton

BY: Emma Sharif
Mayor City of Compton

Dated: _____

ATTEST:

Vernell McDaniel, City Clerk **Date**

NOTICE TO CITY TO BE GIVEN TO:

City Manager
City Attorney
City of Compton
205 S Willowbrook Ave.
310-605-5585

APPROVED AS TO FORM:

By: _____

Eric Perrodin, City Attorney **Date**

Gateway Cities Affordable Housing Trust Bylaws

Approved by the
Gateway Cities Affordable Housing Trust Board of Directors

On _____, 2023

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Part 1 – Introduction to the Gateway Cities Affordable Housing Trust

Establishment

On January 4, 2023, the Gateway Cities Council of Governments approved the formation of the Gateway Cities Affordable Housing Trust (“GCAHT” or “Trust”). The Trust is a joint powers agency, which may do any of the following: (1) fund the planning and construction of affordable housing of all types and tenures for persons and families of extremely low, very low, low, and moderate income as defined in Section 50093 of the Health and Safety Code; (2) receive public and private financing and funds; and (3) authorize and issue bonds, certificates of participation, or any other debt instrument repayable from funds and financing received and pledged by the Trust. The Trust may consist of any of the cities within the Gateway Cities Council of Governments, which is a joint powers agency representing a subregion of Los Angeles County.

The GCAHT was established on _____, by the execution of the Joint Exercise of Powers Agreement (the “Agreement”) by and between the Cities of _____, _____, _____ (collectively, the “Cities”). These Bylaws were adopted by GCAHT’s Board of Directors and provide for the organization and administration of GCAHT. These Bylaws supplement the Agreement.

GCAHT Guiding Vision and Mission

A Steering Committee consisting of staff from various cities within the boundaries of the Trust along with individuals representing Los Angeles County, affordable financing, and affordable developers met on three separate occasions to discuss and recommend various governance, policy, and a guiding vision and mission as follows:

The vision of the Gateway Cities Affordable Housing Trust is to secure funding for the region that will increase the production of affordable housing and provide safe and quality homes for lower and moderate-income individuals and families.

The mission of the Gateway Cities Affordable Housing Trust is to finance the development of affordable housing in the region and thereby increase the supply of housing to lower and moderate-income individuals and families.

GCAHT Guiding Principles

The guiding principles of the GCAHT:

1. Implement the findings and declarations of the Agreement.
2. Provide funding based on principles of fiscal responsibility and demonstrated value to the taxpayer and funder.

3. Retain local control and the ability for local governments to use GCAHT funding for housing solutions when needed, or to participate within the region as a whole.
4. Demonstrate accountability and transparency for members of the Agreement and the public.
5. Promote public-private partnerships, nonprofit collaborations, and community building to maximize sources of public and private funds, when available, and to efficiently accelerate housing for moderate, low, very low and extremely low-income individuals and families.
6. Provide opportunities to strengthen local partnerships and increase capacity of local cities and agencies engaged in fulfilling housing goals.
7. Commit to innovation and best practices in financing, production, and service delivery in supportive housing.
8. Serve the region's needs geographically by (1) extremely low, very low, low, and moderate income, and supportive housing types and (2) by population.
9. Foster collaborative planning to allow for project prioritization and establish a pipeline of projects.
10. Provide access to funding to ensure that the Gateway Cities subregion receives the maximum benefit for the resources provided.
11. Incorporate County's Coordinated Entry System in conjunction with the cities' locally driven protocols to ensure that the developed housing resources has appropriately targeted and prioritized eligible homeless populations for each project.

Part 2 – Bylaws of the Gateway Cities Affordable Housing Trust

ARTICLE I - Name

The name of this entity shall be the “Gateway Cities Affordable Housing Trust” or “GCAHT” in these Bylaws.

ARTICLE II – Board of Directors

Section A: GCAHT Board of Directors

1. All members of the Board of Directors must be from a member city that is a party to the Agreement and shall be appointed as set forth in the Agreement.

2. Each of the nine (9) voting members of the Board of Directors of GCAHT shall be entitled to one (1) vote on the Board.

Section B: Selection of Advisory Board Members

An Advisory Board may be appointed by the Trust Board consisting of various government staff, persons with housing development, housing services, finance, and development expertise.

All Advisory Board members are entitled to attend all GCAHT regular and special meetings and to fully participate in such meetings but shall not constitute voting members of the Board.

Advisory Board members need not be elected officials.

Section C: Terms and Vacancies

1. Board of Directors: As set forth in the Agreement, terms of office for members of the Board of Directors shall be for two (2) years. A Board of Director's seat shall be deemed vacant if he or she leaves elected office, or if his or her appointing body removes him or her. Upon a vacancy, the appointing body shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.
2. Advisory Board: Terms of office for members of the Advisory Board shall be for two (2) years. An Advisory Board member's seat shall be deemed vacant if that member fails to attend three consecutive regular or special meetings. Upon a vacancy, the Trust Board shall be notified and shall attempt to fill the vacancy within sixty (60) days of the vacancy occurring.

ARTICLE III – Duties of Officers and Board Members

Section A: Duties of the Board of Director Members:

1. Meet when called by the Chair to plan and coordinate the business and proposed activities of GCAHT;
2. Review and consider applications for project funding;
3. Review and consider GCAHT's financial information, including the Annual Financial Report, any related independent audit, and the GCAHT's annual budget; and
4. Serve on subcommittees or task forces when appropriate.

Section B: Formation of Subcommittees

The Board may create subcommittees or task forces to accomplish the goals and purposes of

GCAHT.

ARTICLE IV – Meetings

Section A: Regular Meetings

Regular meetings of GCAHT's Board shall be held once every two (2) months, unless otherwise called by the Chair. Meeting notice, agenda, and public comment procedures shall comply with the provisions of the Ralph M Brown Act. The Clerk of the Board shall prepare meeting agendas and handle noticing requirements.

Section B: Special Meetings

Special meetings of GCAHT may be held at any time upon call of the Chair, provided that the special meetings' noticing, and agenda complies with the Ralph M. Brown Act.

Section C: Voting on Project Funding

As set forth in the Agreement, every act or decision done or made by a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board of Directors. However, the Board should strive to attain a unanimous decision on all projects which receive funding from GCAHT.

Section D: Voting on Amending GCAHT's Bylaws, Principles, or Procedures

1. Amendments to GCAHT's Bylaws, Principles or Procedures shall be considered at a regular meeting and shall comply with the Ralph M. Brown Act.
2. An amendment to these Bylaws must be approved by a majority vote of the Board of Directors.

Section E: Minutes

The Clerk of the Board shall take minutes for GCAHT. A previous meeting's minutes shall be considered and approved at a subsequent meeting by a majority vote of the Board of Directors.

Section F: Meeting Procedure

The conduct of meetings shall be guided by Robert's Rules of Order (most recent published edition) where the question at issue is not determined by these Bylaws.

Section G: Location of Meetings

The Board must meet in publicly accessible places typical for hosting public meetings, such as

Council Chambers or city community rooms.

ARTICLE V – GCAHT Board Code of Conduct

This GCAHT Board Code of Conduct represents GCAHT’s commitment to high standards of ethics, public service, collegiality, and transparency. The following standards should be regarded as minimum expectations for conduct. GCAHT Board Members will act in accordance with and maintain the highest standards of professional integrity, impartiality, diligence, creativity, and productivity. GCAHT will act in accordance with applicable federal, state, and local laws and regulations.

Section A: Compliance with Policies

Members of the Board of Directors and Advisory Board will conduct the GCAHT business in accordance with the Agreement, these Bylaws, and all adopted policies, including conflict of interest policies.

Section B: Conflicts of Interest

1. The Board of Directors may not have a conflict of interest as determined by the California Political Reform Act (the “Act”), inclusive of the Levine Act, California Government Code section 81000, et. seq., and the regulations promulgated to effectuate the Act. Nor shall the Board of Directors have a conflict of interest under California Government Code section 1090.
2. Members of the Board of Directors are required to file a Statement of Economic Interest (Form 700) in the disclosure category as designated on the GCAHT Conflict of Interest Code.

Section C: Confidentiality

Members of the Board of Directors and Advisory Board must maintain the highest standards of confidentiality regarding information obtained directly or indirectly through their involvement with the GCAHT. This includes but is not limited to information about applications for funding, GCAHT members and their organizations and funded agencies. Members must also avoid inadvertent disclosure of confidential information through casual public discussion, which may be overheard or misinterpreted. Notwithstanding the foregoing, the GCAHT recognizes that excepting such confidential information which must be carefully preserved, the conduct of its business shall be open and transparent in accordance with the Ralph M. Brown Act and the California Public Records Act.

Section D: Gifts or Honoraria

It is not permissible for members of the Board of Directors and Advisory Board to offer or accept gifts, gratuities, excessive favors, or personal rewards intended to influence GCAHT decisions or activities.

Section E: Harassment

Harassment, interpreted as unwelcome conduct, comment, gesture, contact, or intimidating and offensive behavior likely to cause offense or humiliation, will not be tolerated and may result in disciplinary measures up to and including removal from GCAHT Board.

Section F: Laws and Regulations

GCAHT business will be conducted in a manner that reflects the highest standards and in accordance with all applicable federal, state, and local laws and regulations.



GATEWAY CITIES

COUNCIL OF GOVERNMENTS

AFFORDABLE HOUSING TRUST

***GATEWAY
CITIES
AFFORDABLE
HOUSING IN THE
PAST 8 YEARS***

City	Total Units	% Total Units	Projects	Total Federal Award	Total State Award
Long Beach	2,899	48%	27	\$46,197,738	\$33,882,385
Compton	499	8%	7	\$4,737,578	\$2,508,479
Huntington Park	423	7%	5	\$3,301,409	\$2,043,080
Santa Fe Springs	421	7%	2	\$2,629,591	
South Gate	276	5%	2	\$5,699,719	\$116,685
Hawaiian Gardens	264	4%	1	\$3,790,173	
Whittier	231	4%	2	\$1,650,376	
Bellflower	144	2%	1	\$1,032,050	
Pico Rivera	132	2%	1	\$1,479,129	
La Mirada	122	2%	1	\$979,083	
Cudahy	100	2%	1	\$530,777	
South Whittier	98	2%	2	\$1,593,476	\$0
Lakewood	85	1%	1	\$558,271	
Bell Gardens	75	1%	1	\$478,910	
Signal Hill	72	1%	1	\$1,825,661	
Bell	65	1%	1	\$801,170	
Vernon	45	1%	1	\$807,053	
Avalon	38	1%	1	\$490,100	
Grand Total	5,989	100%	58	\$78,582,263	\$38,550,629

***GATEWAY
CITIES
PIPELINE
PROJECTS***

CITY	TOTAL UNITS	% UNITS	# PROJECTS
Norwalk, CA	1,120	28.43%	2
Commerce	952	24.16%	3
Montebello	320	8.12%	5
Whittier	300	7.61%	1
Long Beach	240	6.09%	4
Pico Rivera	225	5.71%	1
South Gate	125	3.17%	4
Compton	121	3.07%	6
Santa Fe Springs	120	3.05%	2
Lynwood	106	2.69%	1
Downey	100	2.54%	1
Bell Gardens	100	2.54%	1
Paramount	42	1.07%	2
Lakewood	37	0.94%	4
Bellflower	32	0.81%	1
Grand Total	3,940	100.00%	38

WHAT IS A HOUSING TRUST?

Funding source to finance the preservation and production of affordable housing.

Established by state, city, or county gov'ts as a Joint Powers Authority.

Funding sources include local, state and federal money, private donations, etc.

WHAT ARE THE BENEFITS?

- The Trust provides gap funding for development of both affordable and supportive housing for populations that already exist within the community.
- The Trust helps finance development that contributes towards the Regional Housing Needs Assessment (RHNA).
- Membership supports the Trust efforts to bring Federal, State and County dollars into the region.
- The Trust is a regional collaborative that works with other entities involved in affordable and supportive housing in the region.
- The Trust implements the deployment of funds and compliance requirements of funds thus reducing staff workload.

TRUST STUDY PROCESS

Complete Best
Practices
Summary

Housing Needs
Assessment

Identify and
Compare
Proposed
Developments

Formation of
Trust Steering
Committee

Organizational
Framework
(Board
Composition,
Bylaws & JPA)

Funding Strategy

Strategic Plan

Fundraising
Strategy

Program
Recommendatio
ns

TRUST CAPITAL FUNDING SOURCES

DESCRIPTION	FISCAL YEAR SOURCE	TRANSFER DATE	COUNTY	STATE	MHSA	LHTF	AMOUNT	BALANCE
Initial County Trust Grant	2023-2024	04/01/23	\$ 1,650,000.00				\$ 1,650,000.00	\$ 1,650,000.00
Other	2023-2024	05/01/23			\$ 4,000,000.00		\$ 4,000,000.00	\$ 5,650,000.00
Local Housing Trust Fund	2023-2024	05/01/24				\$ 4,750,000.00	\$ 4,750,000.00	\$ 10,400,000.00
							\$ -	\$ -
City unused PHLA							\$ -	\$ -
Donated Land							\$ -	\$ -
Multiple Yrs MHSA							\$ -	\$ -
County Funding Request							\$ -	\$ -
State Funding Request							\$ -	\$ -
Federal Funding Request							\$ -	\$ -
Measure H Funding							\$ -	\$ -
County MHSA							\$ -	\$ -
REAP 2.0							\$ -	\$ -
LACAHSA							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
							\$ -	\$ -
BALANCE			\$ 1,650,000.00	\$ -	\$ 4,000,000.00	\$ 4,750,000.00	\$ 10,400,000.00	\$ 10,400,000.00

“WHAT ARE THE KEY COMPONENTS OF THE PROPOSED JPA?”

- a. The Trust will receive public and private financing and funds for planning and construction of housing for all types and tenures for persons of all affordable income categories.
- b. Composition of the Board of Directors
 - i. 7 Directors that are elected officials serving within GC subregion and a member of the Trust
 - ii. 2 Directors that are experts in homelessness or housing policy
 - iii. Applications and appointment to the Trust Board will be approved by the GCCOG Board at their April 2023. To apply for the Trust Board an applicant will need to be in a city that is a member of the Trust by the April 2023 GCCOG Board Meeting.
- c. Administrative Cost Contributions
 - i. GCCOG shall pay for all administrative costs until June 30, 2024
 - ii. Starting Fiscal Year 2024-2025 and going forward the Member administrative fee will be based upon population as follows:

POPULATION	ANNUAL ADMINISTRATIVE FEE	# OF CITIES	TOTAL
Up to 30,000	\$7,500	5	\$37,500
30,001 – 60,000	\$15,000	3	\$45,000
60,001 – 100,000	\$32,500	7	\$227,500
>100,000	\$47,500	3	\$142,500
		18	\$452,500

- iii. This funding scenario assumes not every city will join the Trust initially. This mix of cities includes all cities with pipeline projects and who engaged in the Trust formation interviews/survey.
- iv. Annual adjustments to the Administrative Fee will be tied to CPI index.
- d. Admission – Cities have six months to join, otherwise a late joining fee calculated by totaling the annual fee the City would have paid.
- e. Withdrawal – Six month notice and no reimbursement for Administrative Fees.

COMMITTEE REVIEW

- **Trust Steering Committee** consisting of Lakewood, Maywood, Whittier, Norwalk, Long Beach City Managers, COG Board President, LA County Homeless Initiative leadership, developers, and financing entities. Reviewed in detail the policy choices for Trust formation.
- **COG Homelessness Technical Advisory Committee**
- **COG Committee on Homelessness**
- **Gateway Cities City Managers**
- **City Managers Steering Committee**
- **Planning Directors Committee**
- Attendees at each of these meetings expressed unanimous support for the formation of a Trust.

TRUST TIMELINE

Jan 4th - GCCOG Board approved formation of the Trust



Jan-Mar - City Council Meetings to join the Trust



Mar - Trust Board of Director applications



Apr 5th - GCCOG Board Mtg - appoint Trust Directors

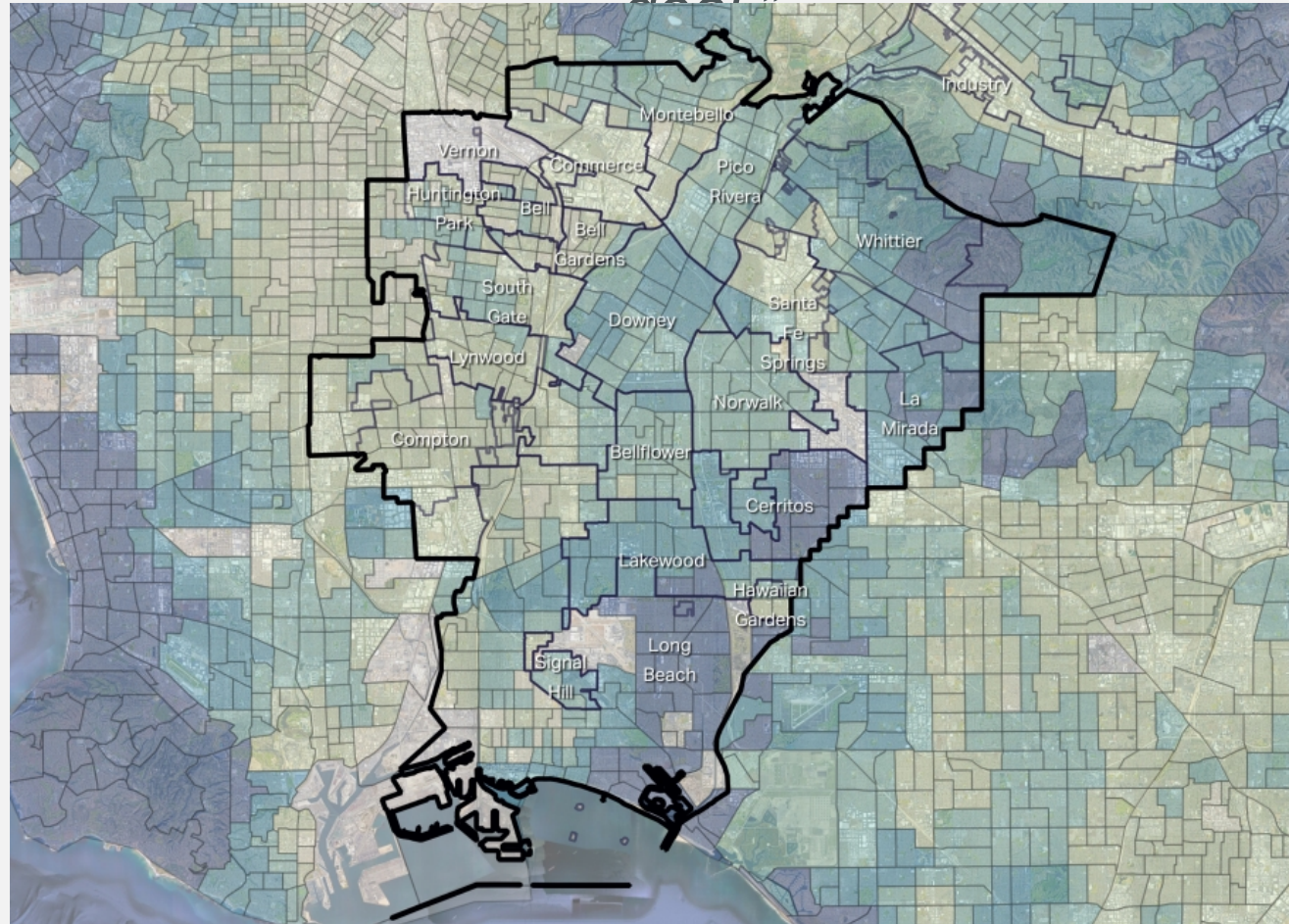


May
Mtg Gateway Cities Affordable Housing Trust – Board

COL-LAB-O-RA-TION

/KƏˌLABƏˈRĀSH(Ə)N/

“The process of two or more entities working together to complete a task or achieve a goal.”





Affordable Housing



CONTACT INFORMATION

Melani Smith

Director of Regional
Development

Gateway Cities Council of
Governments

msmith@gatewaycog.org

213.479.0719

www.gatewaycog.org

FEBRUARY 28, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY REQUEST AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO OPEN A PURCHASE ORDER FOR NEW WEST LANDSCAPING SERVICES FOR PROPERTY MAINTENANCE SERVICES FOR HOUSING SUCCESSOR PROPERTIES IN THE AMOUNT OF \$13,500.00.

SUMMARY

Adoption of this resolution will amend the 2022-2023 Fiscal Year budget to transfer Thirteen Thousand Five Hundred Dollars (\$13,500.00) between accounts, and authorize the issuance of a purchase order for New West Landscaping in the amount of \$13,500.00 for services rendered for maintenance services for Housing Successor owned properties.

BACKGROUND

The City acting as the Housing Successor Agency has provided landscaping services, property maintenance and management activities on Housing Successor Agency-owned parcels. The intent is to prepare the subject sites for future housing development while ensuring public safety and discouraging vandalism and illegal dumping on the Housing Successor Agency-owned parcels.

On September 7, 2021, the Council adopted Resolution 25,537, which authorized the City Manager to enter into a contract with a one-year extension with New West Landscaping for property maintenance and landscaping services for Housing Successor Agency owned parcels in Fiscal Year 2021-22.

STATEMENT OF ISSUE

On August 11, 2022, the City entered a second amendment to the contract for New West Landscaping to provide maintenance and landscaping services for Housing Successor property in the amount of \$13,500 for Fiscal Year 2022-23. The agreement was executed and work commenced, however a budget amendment is being requested in order to pay New West Landscaping.

ALTERNATIVE

There are no alternatives being recommended.

FISCAL IMPACT

Funds are available in the Housing Successor Fund Balance in Fiscal Year 2022 – 2023 Budget which will need to be amended as follows:

Increase Expenditure	Account Description	Amount
1205-920-000-4269	Other Contract Services	\$13,500

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY REQUEST AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO OPEN A PURCHASE ORDER FOR NEW WEST LANDSCAPING SERVICES FOR PROPERTY MAINTENANCE SERVICES FOR HOUSING SUCCESSOR PROPERTIES IN THE AMOUNT OF \$13,500.00.

WHEREAS, Adoption of this resolution will amend the 2022-2023 Fiscal Year budget to transfer Thirteen Thousand Five Hundred Dollars (\$13,500.00) between accounts; and

WHEREAS, authorize the issuance of a purchase order for New West Landscaping in the amount of \$13,500.00 for services rendered for maintenance services for Housing Successor owned properties; and

WHEREAS, the City acting as the Housing Successor Agency has provided landscaping services, property maintenance and management activities on Housing Successor Agency-owned parcels; and

WHEREAS, the intent is to prepare the subject sites for future housing development while ensuring public safety and discouraging vandalism and illegal dumping on the Housing Successor Agency-owned parcels.

WHEREAS, on September 7, 2021, the Council adopted Resolution 25,537, which authorized the City Manager to enter into a contract with a one-year extension with New West Landscaping for property maintenance and landscaping services for Housing Successor Agency owned parcels in Fiscal Year 2021-22. The executed contract authorized the City Manager to extend the contract for one fiscal year at his/her discretion.

WHEREAS, On August 11, 2022, the City entered a second amendment to the contract for New West Landscaping to provide maintenance and landscaping services for Housing Successor property in the amount of \$13,500 for Fiscal Year 2022-23. The agreement was executed and work commenced, however a budget amendment for the purchase order has to be issued.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE AS FOLLOWS.

SECTION 1. That a purchase order in the amount of \$13,500.00 be authorized for payment to New West Landscaping .

SECTION 2. That a budget amendment be authorized to allocate \$13,500.00 from Housing Successor Fund Balance and increase expenditure 1205-920-000-4269 for \$13,500.00.

SECTION 3. That a copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and Reprographics Division.

SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2023

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

That said resolution was adopted by the following vote, to wit:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON HOUSING SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$13,500)

WHEREAS, as part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Housing Successor Agency ("Housing Successor") is required to provide landscaping services and property maintenance and management activities on Housing Successor-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"); and

WHEREAS, the Housing Successor has five (5) parcels held for resale in its inventory which continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight; and

WHEREAS, in order to accomplish such objectives, the Housing Successor needs to employ the services of a contractor to perform maintenance of the Housing Successor-owned properties; and

WHEREAS, on May 19, 2021, staff issued a Request for Proposal ("RFP") for Maintenance and Landscaping Services for each of the properties owned by the Housing Successor and Successor Agencies, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors. Four (4) proposals were received; to wit: United Pacific Services, Inc, New West Landscaping, Screaming Eagles Services and Complete Landscape Care:

Contractor	Successor Agency	Housing Successor Agency	Total Annual Cost
New West Landscaping	\$44,550.00	\$13,500.00	\$58,050.00
Complete Landscape Care	\$79,888.50	\$26,383.50	\$106,272.00
Screaming Eagle Services	Not Broken Down by Agency	Not Broken Down by Agency	\$175,000.00
United Pacific Services, Inc.	Not Broken Down by Agency	Not Broken Down by Agency	\$180,000.00

WHEREAS, staff found that the proposal of New West was the lowest cost and most responsive bidder based on the criteria identified within the RFP and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Housing Successor-owned properties; and

WHEREAS, funding for this expenditure are available in the Low Cost Housing Fund.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a Property Maintenance Service Agreement with New West Landscaping ("New West") for the remainder of Fiscal Year 2021-2022; with authority to exercise a one-year renewal option; with authority to exercise a one-year renewal option; to provide routine monitoring, maintenance, and landscaping services for all Housing Successor Agency ("Housing Successor") owned properties.

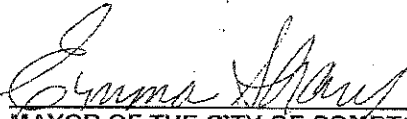
3 **Section 2.** That funds for this expenditure are available in the Housing
4 Successor Agency's Fiscal Year 2021-2022 budget in Account No. 1205-920-000-4269.

5 **Section 3.** That a purchase order is authorized to be established in the amount
6 of \$13,500.00 for services rendered during the remainder of Fiscal Year 2021-2022. That
7 if the option to renew the term of the agreement is exercised, funds in the amount of
\$13,500.00 for such expenditure will be appropriated in future City budgets.

8 **Section 4.** That a certified copy of this Resolution shall be filed in the offices of
9 the City Manager, City Attorney, City Controller, Housing Successor Agency and City
Clerk.

10 **Section 5.** That the Mayor shall sign and the City Clerk shall attest to the
11 adoption of this Resolution.

12 ADOPTED this day 7th of September, 2021.

13
14 
15 MAYOR OF THE CITY OF COMPTON

16 ATTEST:

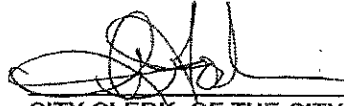
17 
18 CITY CLERK OF THE CITY OF COMPTON

19
20 STATE OF CALIFORNIA
21 COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

22 I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing
23 Resolution was adopted by the Council signed by the Mayor, and attested by the City
24 Clerk to the Council at the regular meeting thereof held on the 7th day of
September, 2021.

25 That said Resolution was adopted by the following vote, to wit:

26 AYES: COUNCIL MEMBERS- Galvan, Bowers, Darden, Sharif
27 NOES: COUNCIL MEMBERS- None
28 ABSENT: COUNCIL MEMBERS- Chambers
29 ABSTAIN: COUNCIL MEMBERS- None

30
31 
32 CITY CLERK OF THE CITY OF COMPTON

**SECOND AMENDMENT TO
PROPERTY MAINTENANCE SERVICES AGREEMENT
BETWEEN
NEW WEST LANDSCAPING
AND
THE CITY OF COMPTON
(HOUSING SUCCESSOR AGENCY)**

This **SECOND AMENDMENT** to the Property Maintenance Services Agreement is made by and between the **CITY OF COMPTON, acting as the Housing Successor Agency**, (hereinafter referred to as "**CITY**") located at 205 S. Willowbrook Avenue, Compton, California 90220 and **NEW WEST LANDSCAPING** (hereinafter referred to as "**CONTRACTOR**") located at 1301 West Brazil Street, Compton, California 90220, pursuant to Resolution No. 25,537, adopted by the City Council on September 7, 2021.

RECITALS:

WHEREAS, on September 7, 2021, the City Council adopted Resolution No. 25,537, which authorized the City Manager to enter into a Property Maintenance Services Agreement with New West Landscaping for Fiscal Year 2021-2022 to provide property maintenance and landscaping services on specified Housing Successor-owned properties at a total compensation in the amount of \$13,500.00; and

WHEREAS, pursuant to the provisions of the Property Maintenance Services Agreement ("Agreement"), New West Landscaping is to render services which include, but are not limited to: abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated on specified parcels on a bi-weekly bases; and

WHEREAS, due to the amount of illegal dumping and rise in homeless encampments that occurred on vacant Housing Successor Agency-owned properties during Fiscal Year 2021-2022, the Contractor had been called upon to provide services on a weekly basis instead of on a bi-weekly basis; and

WHEREAS, on March 1, 2022, the City Council adopted Resolution No. 25,615, which authorized the City Manager to enter into an amendment to the original Agreement with the Contractor to provide additional compensation in the amount of \$14,400.00 to provide those additional services contracted for during the Fiscal Year 2021-2022; and

WHEREAS, Resolution No. 25,537 authorized the City Manager to exercise a one-year renewal option for the Contractor to provide routine monitoring, maintenance, and landscaping services for all Housing Successor Agency owned properties on a bi-weekly basis; and

WHEREAS, the parties desires to exercise the renewal option and extend the term of the original Agreement for a period of one (1) year (i.e. July 1, 2022 through June 30, 2023) at the agreed compensation in the amount of Thirteen Thousand, Five Hundred Dollars (\$13,500.00) to provide bi-weekly property maintenance services during Fiscal Year 2022 – 2023.

Second Amendment to Property Maintenance Services Agreement – New West Landscaping
Housing Successor Properties
Resolution No. 25,537

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree to amend the original Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 2 – Compensation**, of the original Agreement, to provide that the maximum amount of compensation payable to Contractor for any and all services rendered during Fiscal Year 2022-2023 of this Agreement shall be limited to a total not-to-exceed amount of **Thirteen Thousand, Five Hundred Dollars (\$13,500.00)**.

The method of payment for this Agreement shall be based on lump sum fee amounts for each of the specified Housing Successor parcels, as identified in the attached Contractor's Fee 2022-2023 Schedule.

2. The parties agree to amend **Section 3 – Commencement of Services**, of the original Agreement, to extend the term of this Agreement for a period of one (1) year (i.e., July 1, 2022 through June 30, 2023), at the agreed compensation of \$13,500.00 for property maintenance services.
3. The parties agree to amend **Section 17 – Notice** of the original Agreement, in part, as follows:

To Contractor: New West Landscaping
 1301 West Brazil Street
 Compton, CA 90220
 Attn: Keith Dickerson, Owner
 (310) 617-9667
 (310) 769-6614 – fax.

4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor shall all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **SECOND AMENDMENT** to the above-identified **PROPERTY MAINTENANCE SERVICES AGREEMENT**.

NEW WEST LANDSCAPING/CONTRACTOR

Dated: 8-11-2022

By 
Keith Dickerson, Owner

Second Amendment to Property Maintenance Services Agreement – New West Landscaping
Housing Successor Properties
Resolution No. 25,537

THE CITY OF COMPTON:

Approved by:

Dated: 8-11-22

By 
Thomas Thomas, City Manager

Approved as to form:

By 
for Eric J. Perrodin, City Attorney

Dated: 8/11/22

Dated: 8-16-2022

ATTEST:

