NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, July 24, 2018
5:30 PM

HEARING

5:35 P.M. - PUBLIC HEARING - 2018-2019 CONSOLIDATED ACTION PLAN (Item #13)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

Consent items are routine and expected to be non-controversial. They will be acted upon by the Council at one time without discussion unless a Council Member requests an item be removed or discussed.

APPROVAL OF MINUTES

1. JUNE 26, 2018

REPORTS OF OFFICERS AND COMMISSIONS

CITY CLERK

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2018-2019 ($35,000)

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. FOR THE PURCHASE OF A HEWLETT-PACKARD STORAGE ENCLOSURE ARRAY FOR DATA RECOVERY ($17,010.15)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. TO PURCHASE SERVER EQUIPMENT TO OPERATE THE AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT SYSTEMS ($47,997)

PUBLIC WORKS DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO PROVIDE FUNDING FOR THE CENTRAL AVENUE REGIONAL COMMUTER BIKEWAY PROJECT

RECREATION DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZE THE ACCEPTANCE AND APPROPRIATION OF A $5,000 GIFT FROM MAJOR LEAGUE BASEBALL URBAN YOUTH ACADEMY AND ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $4,685.63 TO COMPTON BASEBALL TEAMS FOR THE PURCHASE OF UNIFORMS FOR THE CITY OF COMPTION YOUTH BASEBALL LEAGUE

WATER DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS FOR FISCAL YEAR 2018-2019 ($12,000)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR ARMOCAST PRODUCTS COMPANY TO FURNISH AND DELIVER RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEAR 2018-2019 ($32,598.17)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE ABATEMENT SERVICES AGREEMENT WITH NEW WEST LANDSCAPING TO PROVIDE ADDITIONAL ABATEMENT SERVICES CITY-WIDE ON AN "AS NEEDED" BASIS AND ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED $50,000

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

CITY MANAGER'S REPORT

11. TRAVEL REQUEST - BLACK CONGRESSIONAL LEGISLATIVE CAUCUS - SEPTEMBER 12-16, 2018 - WASHINGTON D.C. **(Action)**

    Councilmember Isaac Galvan
    Councilmember Tana McCoy
    Councilmember Emma Sharif

    Registration - $700 per person (Air, Per-Diem & Hotel not-yet determined)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

12. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
    Blair v. City of Compton, LASC NO. BC 674330
    Pursuit to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR 2018-2019 CONSOLIDATED ANNUAL ACTION PLAN AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF FERGUSON WATERWORKS FOR THE PURCHASING AND DELIVERY OF STORE SUPPLIES FOR THE 2018-2019 FISCAL YEAR ($125,163.41)

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,789 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROGRESSIVE LAND CLEARING FOR DEMOLITION OF STRUCTURES AND ABATEMENT AT 1105 SOUTH ALAMEDA STREET ($140,000.00)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS ACCEPTING $500,000 IN CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM GRANT FUNDS AND VOLUNTEERS OF AMERICA OF LOS ANGELES IN THE AMOUNT OF $400,000 FOR IMPLEMENTATION OF THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR FEDERAL LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEARS 2018-2019 AND 2019-2020

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR (3) STREET SWEEPING SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CLEANSTREET SWEEPING SERVICES FOR CITY-WIDE STREET SWEEPING SERVICES ($1,958,200.56)

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 04, 2018 @ 5:30 PM.

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JUNE 26, 2018

The Compton City Council meeting was called to order at 5:40 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown
Council Members Absent – Galvan *(Entered the meeting at 6:35 p.m.)*

Other Officials Present: C. Cornwell, A. Godwin, D. Sanders, C. Rhambo, Jr.

5:35 P.M. - PUBLIC HEARING - INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2018/2019 (Item #7&8)

On motion by Zurita, seconded by McCoy, the hearing was declared open at 5:41 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

Public Works Director Wendell Johnson reported that this hearing is being held to receive oral and written comments regarding the Engineer's Report for the Lighting and Landscape Assessment District No. 1 Charges for Fiscal Year 2018/2019. After the proceedings, Staff recommends that the City Council accept the Preliminary Engineer's report Declaring its Intent to Levy and Collect Assessments and Charges, and appoint a time and place for hearing protests for the Lighting and Landscape District Charge for fiscal year 2018/2019.

PUBLIC COMMENTS REGARDING THE HEARING

Joyce Kelly, Compton resident, stated that the citizens are not given sufficient information adding that the Council needs to be clear about what is happening.

David Irons, Compton resident, questioned what is taking place at the hearing.

Rodney Lister, questioned if there are artist's renderings of what this will look like once the work is completed and asked whether or not if there will be charges assessed to the business or residents relative to the improvements taking place.

There being no further public comments, On motion by Zurita, seconded by McCoy, the hearing was closed at 5:49 p.m. by the following vote on roll call:

AYES: Council Members – Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

Mayor Brown emphasized that the Council and residents must be presented with a complete presentation and overview for the benefit of the community in order to provide complete transparency.

Councilmember Zurita questioned what services will be afforded by the landscaping and lighting assessment.

Mr. Johnson replied that the funds collected from the assessment will allow for tree trimming, street lighting projects, traffic signal upgrades, graffiti removal, clean-up of the alleys and also pay for salaries. The assessed and collected funds will be deposited in the General Fund.

Councilmember McCoy questioned whether this is the same assessment fee that appears on the tax roll each year and questioned who determines the fee.

Mr. Johnson replied that the assessment fee is determined by the Engineers performing the assessment amount and the assessment do appear each year on the property tax bill.

5:45 P.M. - PUBLIC HEARING - INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2018/2019 (Item #9&10)

On motion by Zurita, seconded by McCoy, the public hearing was declared open at 5:57 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

Public Works Director Wendell Johnson reported that each year, the City Council must conduct a public hearing to approve the Engineer's Report and receive oral testimony and written statements regarding the sewer service charges. The City Council is the responsible Body to approve and levy assessments and permit the fees to be collected.

PUBLIC COMMENTS REGARDING THE HEARING

David Irons, questioned whether this assessment will cost the tax payers additional funds.

Joyce Kelly, stated that sewage is different from sewer and further noted that the City is not clear about what is taking place at the hearing.

There being no further public comments, On motion by McCoy seconded by Sharif, the hearing was closed at 6:00 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

Mr. Johnson informed the citizens that all City parcels are assessed the same fee of $27 in April and once again in December for a total of $54 a year. This fee is used for the operation and maintenance of the sewer system.

Councilmember McCoy questioned which services would be covered by the proposed assessment.

Mr. Johnson replied that this levy covers all costs associated with the operation of the City's sewer system. The Engineer will perform a video camera-operated assessment of the condition of the sewer system and perform the necessary maintenance.

6:00 P.M. PUBLIC HEARING - FOR ZONING CODE TEXT AMENDMENT NO. 17-020339 AN ORDINANCE REGULATING ALL OFF-SITE AND ON-SITE ALCOHOL SALES POINT LAND USES (Item #11)

On motion by McCoy, seconded by Sharif, the public hearing was declared open at 6:00 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

Planning Director Robert Delgadillo presented a power point report stating that the City of Compton is considering a proposed ordinance amending CMC Chapter 30 by adding Section 30-51 to incorporate new regulations governing the development of offsite and onsite alcohol sales land uses such as restaurants, entertainment uses, grocery, liquor and convenience stores.

The proposed ordinance creates new general regulations as well as the newly created classification of "Deemed Approved" for existing offsite alcoholic beverages sales land uses, (Liquor and Convenience stores). The Deemed Approved classification will be the new term for those liquor and convenience stores that were previously known as "legal non-conforming". The ordinance also creates the new title of Administrative Hearing Officer to act as a primary point of contact for the Deemed Approved stores and CUP approved stores.

Mr. Delgadillo presented power point tables showing the current and proposed new regulations for each retail land use that typically can sell alcoholic beverages. None of the existing land uses or existing zones in which alcohol sales is permitted with a CUP is being eliminated. Only new more restrictive development regulations are being proposed. He further reported that in an effort to better regulate the proliferation of liquor and convenience stores the City Council adopted a moratorium on new liquor and convenience stores in October of 2016 that expired in October of 2017. The purpose of the moratorium was to develop better regulations governing the sale of alcoholic beverages in the City. The proposed ordinance is the result of that moratorium.

Mr. Delgadillo then noted that the proposed new offsite and onsite alcohol sales land use regulations will strengthen and replace the current provisions within the municipal code and the alcohol beverage sales policy regulating the location, development and operation of liquor stores, restaurants, convenience stores, small grocery stores and large retail stores that sell alcohol and/or beer and wine. The proposed ordinance establishes new minimum sizes for certain land uses and new location requirements, administrative procedures and brings the existing "legal non- conforming" liquor and convenience stores under the control of the zoning ordinance.

PUBLIC COMMENTS REGARDING THE PUBLIC HEARING

Attorney Harold Gordon, spoke on behalf of Jerry's Liquor Store and stated that the store owner opposes the enactment of the proposed ordinance as it relates to reclassifying his property from 'non-conforming use' to 'deemed approved.' Attorney Gordon stated that Jerry's Liquor has been operating since 1974 and has a long history of employing members of the community and operating a business without any issues that would be addressed by the goals set forth in the proposed ordinance. Mr. Gordon stated that the proposed ordinance would take away the owner's vested interest in the business, and noted that his client submitted a letter to the City opposing the change.

David Irons, commented that when looking at a City, we must consider the amenities. He complained that the Council is getting rid of all the bars in the City, which creates a lack of gathering places for social events. Mr. Irons noted that he likes the conveniences of neighborhood bars, and further stated that he is anti-re-zoning and anti-gentrification.

Adolpho Varas, Latino Chamber of Commerce, questioned how are the community businesses being affected and whether or not they have been informed about the changes. Mr. Varas noted that the stores bring revenue to the City, and further confirmed that he is an advocate for the businesses and residents of Compton.

Lynn Boone, commented that less than two years ago, over 200 signatures were presented to the Council opposing the liquor store on Rosecrans which was illegally opened and allowed to operate and continue to operate today. Ms. Boone accused the same store of donating funds to the Councilmember in District 2 and Mayor Brown, and accused the Council of being inconsistent.

There being no further public comments, On motion by Zurita, seconded by Sharif and the public hearing was closed at 6:22 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

Mayor Brown sated that she has never received a campaign contribution from a liquor store, further indicating that campaign contributions are public record and on file and available for review in the City Clerk's Office. Mayor Brown stressed the importance of presenting factually-true and accurate information, cautioning the speakers not to come before the podium and offer up untruths and innuendo. Mayor Brown further emphasized the importance of updating the Compton Municipal Code.

Councilmember Sharif stated that the City has had a moratorium on liquor stores for quite some time. She further indicated that the Council must update the ordinances in order to improve and move the City forward.

Councilmember McCoy questioned how will this affect the existing liquor stores.

Mr. Delgadillo replied that this proposed change will bring the existing legal liquor stores under positive control of the Zoning Ordinance.

Councilmember Zurita questioned whether this amendment would close down any existing liquor stores or restaurants.

City Attorney Cornwell replied that this amendment will have no immediate impact on existing store/businesses. Attorney Cornwell further indicated that this proposed ordinance is simply allowing the businesses to become partners with the City and assist in a 'nuisance-free' environment.

Councilmember Zurita questioned how this would affect the sale of a liquor/convenience stores relative to the liquor license under the proposed ordinance.

Mr. Delgadillo replied if an existing legal non-conforming liquor/convenience store, business that has a deemed approved status decides to sell the liquor/convenience store, the new owner may continue to operate just as if they were the original owner. The deemed approved status applies to the site, rather than the particular property owner. Mr. Delgadillo further noted that if an existing business decides to expand or change locations, that business would be required to comply with the new guidelines of the proposed ordinance.

6:15 P.M. PUBLIC HEARING - FISCAL YEAR 2018/2019 BUDGET

On motion by McCoy, seconded by Sharif, the public hearing was declared open at 6:39 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

City Manager Cecil Rhambo Jr. presented the staff report for the Fiscal Year 2018/2019 Budget indicating that there was a $1.6 Million funding gap. Staff was considering laying off employees; however, after working feverishly over the weekend, the 2018/2019 Budget is now balanced. Mr. Rhambo offered a power point presentation which is on file and available for review in the City Clerk's Office.

Mr. Rhambo offered a report detailing the following information contained in the proposed Fiscal Year 2018/2019 Annual Budget. The $1.6 Million funding gap is closed by:

A. The City Attorney reducing $400,000 in General Fund Expenses.
B. The Water Department restoring a $400,000 (minimum) contribution to the Liability.
C. The City Controller identifying $400,000 in General Fund Revenue Enhancements.
D. The City Manager reducing $400,000 in Citywide General Fund Expenses: Salary, operations and maintenance.

City Manager Rhambo went on to indicate that the proposed 2018/2019 Budget will include 4 new Parking Enforcement Officers; 3 new Code Enforcement Officers, 1 Code Enforcement/ Administrative Assistant and 2 new License Enforcement Officers for a total of 10 new revenue producing full-time employees which will off-set their salaries.

Mr. Rambo detailed the staffing changes in the proposed budget, noting that all personnel positions will go through the 'meet and confer' process with the Unions in the very near future. The Business License Division Service counter will remain physically in Community Development. The City Controller will oversee revenue enhancement and supervision to increase business license fee collection. The Information and Technology Division, Reproduction Division and Grants Department will be transferred to the City Manager's Office. Citywide cell phone allowance and utilities will be transferred to the non-departmental category. The Fire Chief will oversee Code Enforcement, Parking enforcement and Security (temporarily-pending the recruitment process).

Mr. Rhambo presented the **2018-2019** Summary of Revenues and Expenditures:

GENERAL FUND

Property Taxes	$4,427,000
Sales and Other Taxes	$24,673,000
Interest Income	$150,000
Miscellaneous Revenue	$566,547
License, Permits and Impact Fees	$7,639,000
Fines, Forfeitures and Penalties	$1,986,180
Rents and Concessions	$620,000
Revenues from other Agencies	$10,444,000
Charges from Current Services	$6,741,950
Other Revenues	$45,500
Measure "P" (1% Sales Tax)	$10,800,000
TOTAL GENERAL FUND ESTIMATED REVENUE	**$68,093,177**

EXPENDITURES

Mayor and City Council	$769,521
City Attorney	$1,233,022
City Treasurer	$551,858
City Clerk	$971,592
City Manager	$3,690,521
Human Resources	$818,235
General Services	$1,856,532
Non-Departmental	$5,600,544
City Controller w/Business License	$3,155,085
Code Enforcement	$2,302,020

EXPENDITURES (Cont.)

Los Angeles County Sheriff	$18,982,772
Fire	$12,977.905
Building and Safety	$944,835
Community Development	$557,948
Parks and Recreation	$2,740,611
TOTAL 2018/2019 EXPENDITURES	**$57,293,177**

City Manager Rhambo indicated that the voter-approved Measure P District Sales Tax has been ruled by the City Attorney to be a 'general resource' and the State Auditors have determined that Measure P funds may be accounted for as General Fund Revenue. He further stated that the FY 2018/2019 estimated revenue from the Measure P Sales Tax will be $10,800.00. The Measure P General Fund Allocations for FY 2018/2019 are as follows: Law Enforcement-$3,780,000; Reserve-$1,080,000; and Capital Improvement Projects (CIP) Engineering/Construction Administration/Supervision-$5,940,000. The first meeting on the Measure P - Oversight Committee will be June 28, 2018 at 5 p.m. in the City Hall Community Meeting Room.

Mr. Rhambo concluded by indicating that the Consolidated Five-Year Capital Plan will integrate with the Measure P Five –Year Plan which will be presented together for adoption in September 2018.

PUBLIC COMMENTS REGARDING THE PUBLIC HEARING

David Irons, questioned if the citizens must pay for ambulance services.

City Manager Rhambo replied that the City has an ambulance service contract and the ambulance company typically bills the insurance company/patient for services rendered.

Joyce Kelly, urged the Council to remove the liaisons except for one which will increase the General Fund. Ms. Kelly questioned the various departmental fund amount increases and decreases and further indicated that the proposed budget does not balance.

Anthony Muhammad, questioned what he considered to be discrepancies in the proposed budget, and questioned the Measure P Capital Improvement Project funding and the $400,000 decrease in Community Development. Mr. Muhammad urged the City to be self-sufficient when it comes to street repairs.

Mayor Brown informed the speaker that the Community Development Block Grant is federally funded and the City receives its appropriations from the federal government, adding that each year the allotment decreases.

Rodney Lister, spoke regarding the Section 108 funds and Community Development Block Grant (CDBG) funds and questioned if the City requested of HUD to have future allocations awarded so CIP projects could be performed. Mr. Lister also questioned if Measure P funds are discretionary or non-discretionary funds.

Mr. Rhambo explained the process of the use of CDBG and Section 108 funds, adding that some of the funds received must be spent within a certain time parameter, and the City is attempting to bring those expenditures current.

Mayor Brown explained that Measure P is a general tax which the voters approved based on specific criteria, and the Council is charged with expending those funds based on those specific criteria. Mayor Brown further indicated that there is an Oversight Committee which oversees those expenditures to ensure that Council is appropriating the funds based on the guidelines set forth in the Measure. Mayor Brown further explained that the Measure P funds have been

presented separately for transparency and clarity so that the citizens can see how the funds are being utilized.

Lynn Boone, questioned whether the individuals added to the Grants Department will be able to write a grant. Ms. Boone also noted that when Edison granted the current Careerlink site to the City, it was with the stipulation that staff would remain at the location to administer the Careerlink program. Ms. Boone referenced the State Controller's audit of the City which determined that there were too many Assistant City Managers for a city the size of Compton.

There being no further public comments, On motion by Sharif, seconded by McCoy the hearing was closed at 7:19 p.m. by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

Councilmember Zurita commented that it was her understanding that the Oversight Committee would not have any input on how the Measure P funds are being spent. Ms. Zurita further questioned if the projected Measure P fund dollar amount is in line with the actual dollar amount received.

City Controller Rafaela King replied that approximately $7 to $8 Million was projected to be received when the process was developed. This year's receipts are higher than projected with a receipt of $8.7 Million and next year's projected amount is $10.8 Million.

Councilmember Sharif questioned whether there will be any upgrades to the Heritage House under the Measure P CIP funding, adding that this home has historical value to the community.

City Manager Rhambo replied that the space surrounding the Heritage House is currently being considered for additional public parking, however, Heritage House itself will remain intact, but possible relocated.

Councilmember Sharif questioned whether the City has received approval from HUD to use the CDBG funds received from 2013, as well as the current funding.

City Controller Rafaela King replied that as of June 2018, the City has received $898,471, adding that the City has not received information regarding the use of the funds received for 2013 and are awaiting a decision from HUD.

Annette Potts, Interim Grants Manager explained that Staff submitted a formal amendment to HUD to use the 2013 CDBG funds for street improvements; however, Staff has since determined that those funds are not eligible for street improvements. The City should have submitted a Section 108 amendment, rather than a CDBG amendment. Ms. Potts further indicated that Staff has since requested that HUD approve the Section 108 funds and provide authority to make the amendment.

Councilmember Zurita spoke regarding the CareerLink Department and suggested that the City Manager prepare a resolution outlining the dissolution of the department once all grant funding is exhausted. Ms. Zurita also questioned the need for a Successor Agency.

City Manager Rhambo replied that the Successor Agency is required to facilitate the disposal of Successor properties throughout the City.

Councilmember Zurita questioned the reason for adding a Deputy City Clerk position to the City Clerk's budget.

City Clerk Alita Godwin replied that a request is being made to remove the Administrative Specialist position and add a Deputy City Clerk position. This Deputy position will provide an additional line of supervision.

There was discussion among the Councilmember regarding the function of the Measure P Oversight Committee.

City Attorney Craig Cornwell read from Ordinance Number 2,269 which states that the Compton Taxpayer's Committee was established as an oversight board to review the expenditures and revenues collected pursuant to Measure P taxes. They will review what Council and management adopt regarding Measure P, however, they would not be able to set policy.

Mayor Brown requested that the City Treasurer perform a comparative analysis of the interest rate other cities receive for funds being held in financial institutions as well as other programs afforded to municipalities such as establishing small business loan programs. Mayor Brown urged the City Treasurer to send out RFPs or RFQs to determine if there are financial institutions that can provide the City with a more competitive interests rate and other services in exchange for holding the City's assets.

City Treasurer Douglas Sanders replied that municipalities are governed by state laws which require certain types of investments. Mr. Sanders further stated that he would not be involved in programs such as small business loans, indicating that it is not within his purview to become involved in the lending of tax payer dollars.

Mayor Brown then requested that the City Manager send out RFPs to various financial institutions in an effort to explore ways to receive better interest rates and other competitive services which would benefit the residents and the City.

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

David Irons, Compton resident, stated that he is anti-rezoning and anti-gentrification and requested that the City not tear down the bowling alley. Mr. Irons questioned if city officials receive funds for selling property.

Diana Medel, Representative of Assemblyman Mike Gipson invited the Council and community to attend a rally to stand up against gun violence. She encouraged participants to bring a pair of shoes belonging to or representing a victim lost to gun violence. The rally will take place on July 13, 2018 at the corner of Manchester and Vermont Avenues from 6 to 8 p.m.

Joyce Kelly, Compton resident, spoke before the Council and stated that Careerlink should be funded and remain at their present site. Ms. Kelly spoke in support of maintaining the Heritage House at its current site as well, and further urged the Council to use the City's money wisely.

Lynn Boone, Compton resident, urged the City Council to conduct a performance review of the City Manager. Ms. Boone noted that the power of the City is vested in the City Council. Ms. Boone spoke out against the Mayor's move to the Transit Center which, in her opinion, is not legal. Ms. Boone questioned who is paying for certain City events such as the Farmers market.

Anthony Muhammad, Compton resident, addressed the Council and spoke in support of keeping the CareerLink Center open and functioning to assist the young adults in securing employment. Mr. Muhammad also spoke in favor of local businesses and residents repairing the streets so that tax dollars can be circulated within the City of Compton.

CONSENT AGENDA

APPROVAL OF MINUTES

1. MAY 22, 2018

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. WARRANT REPORT (Receive and File) May 2018 ***(Received and Filed)***
3. INVESTMENT REPORTS (Receive and File) APRIL 30, 2018 MAY 31, 2018 ***(Received and Filed)***

CITY CLERK

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXTEND THE LICENSING AGREEMENT WITH WEBQA, INC. DBA GOVEQA FOR PROVISION OF CALIFORNIA PUBLIC RECORDS ACT WEB-BASED SERVICES ($7,920) ***(Approved Resolution Number 24,798)***

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET AND AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR TURNOUT MAINTENANCE COMPANY, LLC TO PROVIDE INSPECTION, CLEANING AND REPAIRS TO FIREFIGHTERS SAFETY GEAR ($4,000) ***(Approved Resolution Number 24,799)***

On motion by Zurita, seconded by McCoy, the consent agenda was approved by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND CITY COUNCIL

UNFINISHED BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ELIMINATE THE SELECTION OF THE MAYOR PRO TEM ON A ROTATIONAL BASIS (Second Reading)

On motion by Zurita, seconded by Galvan, the reading of the ordinance in full was waived by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

It was moved by Zurita, seconded by Galvan, that the ordinance be adopted.

Councilwoman Sharif read a statement into the record in opposition to the proposed amendment to the Mayor pro tem selection process, noting that changing the current selection process would allow the same councilmember to serve as the pro-tem on a regular basis. Councilwoman Sharif stated that she could not support the ordinance.

Mayor Brown commented that the current systems affords equal representation when the Mayor is not present at the City Council meeting. She urged the Council to understand that the Mayor Pro Tem position is to Chair the City Council meeting.

Ordinance Number 2,299 entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO ELIMINATE THE SELECTION OF THE MAYOR PRO TEM ON A ROTATIONAL BASIS'** was adopted by the following vote on roll call:

AYES: **Council Members – Zurita, Galvan, McCoy**
NOES: **Council Members - Sharif, Brown**
ABSENT: **Council Members - None**

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2018/2019

On motion by Zurita, seconded by McCoy, **Resolution Number 24,800** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2018/2019'** was adopted by the following vote on roll call:

AYES: **Council Members - Zurita, Galvan, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - None**

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2018/2019

On motion by Zurita, seconded by McCoy, **Resolution Number 24,801** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2018/2019'** was adopted by the following vote on roll call:

AYES: **Council Members - Zurita, Galvan, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - None**

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCALYEAR 2018/2019

On motion by McCoy, seconded by Sharif, **Resolution Number 24,802** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCALYEAR 2018/2019'** was adopted by the following vote on roll call:

AYES: **Council Members - Zurita, Galvan, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - None**

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2018/2019

On motion by McCoy, seconded by Sharif, **Resolution Number 24,803** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2018/2019 '** was adopted by the following vote on roll call:

AYES: **Council Members - Zurita, Galvan, McCoy, Sharif, Brown**
NOES: **Council Members - None**
ABSENT: **Council Members - None**

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON REGULATING ALL OFFSITE AND ONSITE ALCOHOL SALES POINT LAND USES (FIRST READING)

On motion by McCoy, seconded by Galvan, the reading of the ordinance in full was waived by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

On motion by Zurita, seconded by Galvan, the ordinance entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON REGULATING ALL OFFSITE AND ONSITE ALCOHOL SALES POINT LAND USES)'** was placed on first reading by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019

It was moved by McCoy, seconded by Sharif that the resolution be approved.

Councilwoman Zurita requested that the resolution be held over until she has an opportunity to peruse the proposed budget.

Councilman Galvan concurred with Councilmember Zurita, adding that he did not see the urgency in approving the budget.

Resolution Number 24,804 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2018-2019'** was adopted by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - Zurita, Galvan
ABSENT: Council Members - None

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE INSURANCE BINDER AGREEMENTS WITH FIRST INSURANCE FUNDING FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2018- 2019 ($1,562,500.00)

On motion by Sharif, seconded by McCoy, **Resolution Number 805** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE INSURANCE BINDER AGREEMENTS WITH FIRST INSURANCE FUNDING FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2018- 2019'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR INDOOR SPACE AT 700 NORTH BULLIS ROAD

On motion by Zurita, seconded by Galvan, **Resolution Number 24,806** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A THREE (3) YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES FOR INDOOR SPACE AT 700 NORTH BULLIS ROAD'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA SENATE BILL(S) 3036 - KEEP FAMILIES TOGETHER ACT

On motion by McCoy, seconded by Galvan, **Resolution Number 24,807** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA SENATE BILL(S) 3036 - KEEP FAMILIES TOGETHER ACT'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR TOTAL CORPORATE SOLUTIONS TO PROVIDE REFURNISHING OF THE ENTIRE CITY CONTROLLER'S OFFICE ($105,000)

On motion by McCoy, seconded by Zurita, **Resolution Number 24,808** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2017-2018 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR TOTAL CORPORATE SOLUTIONS TO PROVIDE REFURNISHING OF THE ENTIRE CITY CONTROLLER'S OFFICE ($105,000)'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2017-2018 BUDGET, ISSUE A PURCHASE ORDER TO THE STATE CONTROLLER'S OFFICE AND RETURN FUNDS IN THE AMOUNT OF $783,787 FOR NON-COMPLIANCE IN THE SPECIAL GAS TAX STREET IMPROVEMENT FUND AND TRAFFIC CONGESTION RELIEF FUND AND REIMBURSE OTHER FUNDS FOR UNALLOWABLE BORROWING OF HIGHWAY USERS TAX ACCOUNT

On motion by McCoy, seconded by Sharif, **Resolution Number 24,809** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2017-2018 BUDGET, ISSUE A PURCHASE ORDER TO THE STATE CONTROLLER'S OFFICE AND RETURN FUNDS IN THE AMOUNT OF $783,787 FOR NON-COMPLIANCE IN THE SPECIAL GAS TAX STREET IMPROVEMENT FUND AND TRAFFIC CONGESTION RELIEF FUND AND REIMBURSE OTHER FUNDS FOR UNALLOWABLE BORROWING OF HIGHWAY USERS TAX ACCOUNT'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR HOLLYWOOD CARPET TO REPLACE CARPET IN THE CITY CONTROLLERS DEPARTMENT ($11,000)

On motion by Zurita, seconded by McCoy, **Resolution Number 24,810** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR HOLLYWOOD CARPET TO REPLACE CARPET IN THE CITY CONTROLLERS DEPARTMENT ($11,000)'** was adopted by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - None

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Thanked the City Attorney, City Manager, Staff and the community for attending his Homeless Task Force meeting, indicating that many important issues were discussed and additional meetings will be conducted in the very near future.

- Invited the community to attend his Back to School Backpack Giveaway on August 11, 2018 at Leuders Park, 1500 E. Rosecrans, Compton.

- Adjourn in memory of fallen **Long Beach Fire Captain Dave Rosa**

(Councilman Galvan exited the meeting at 8:53 p.m.)

Councilperson Zurita offered the following communications/announcements:

- Requested a history on the Heritage House and its significance, indicating that it is possible that it may not be the first house in Compton.

- Commented on an incident which occurred while shopping at Juliet's Beauty Supply, where she and her daughter were treated discourteously by the business owner and encouraged the community to only conduct business where they are treated with courtesy and respect.

(Councilwoman Zurita exited the meeting at 8:59 p.m.)

Councilperson McCoy offered the following communications/announcements:

- Requested that the City send a notice to the property owners of the vacant lots on 156th Street, and Compton and Tajauta requiring that the lots be cleared and cleaned immediately to avoid fire danger.

- Invited the community to participate in the Compton Creek Cleanup from Rosecrans to El Segundo which will be held on June 30, 2018 beginning at 8:00 a.m.

- Requested a follow-up report on the traffic signal at Wilmington and Greenleaf Boulevard.

- Informed the City Manager that the lights are inoperable at Raymond Street Park.

- Announced that Fire Chief Ron Simpson is hosting a 'Community Coffee' event on Monday, July 2, 2018 from 8 to 10 a.m. at Fire Station Number 1, 201 S. Acacia Street, Compton.

- Adjourn in memory of **Bernie Baldwin**

Councilperson Sharif offered the following communications/announcements:

- Invited the community to attend her Quarterly Business Roundtable event on July 25, 2018 from 10 a.m. to 12 noon at the Dollarhide Community Center, 301 N. Tamarind—Guest speakers will be David Ford of SCE, Cecil McLinn of the GSR Corporation and Deborah Watson-Triggs of State Farm Insurance/

- Announced that L A. Metro is hosting a small business workshop on June 27, 2018 at L. A. Union Station, 800 N. Alameda/

- Requested a status report on the street light outages along Compton Boulevard.

- Informed the community that Target is not closing, but simply performing upgrades to their location at the Gateway Town Center.

Mayor Brown offered the following communications/announcements:

- Announced that the Measure "P" Oversight Committee meeting will be held June 28, 2018 at 5:30 p.m. in the Community Meeting Room of the Council Chambers and encouraged the residents to attend to become aware of how their taxes are being utilized to improve the City of Compton.

- Announced that the *Hub City Radio Flavor Fest* will be held June 30, 2018 at 12 noon at 700 N. Alameda –there will be food trucks, a cook-off, live entertainment and fun for the entire family.

- Requested an update on the maintenance schedule for the City's 'pocket parks'.

- Mayor Brown congratulated **City Clerk Alita Godwin** for receiving her designation as a **Master Municipal Clerk (MMC)**, from the International Institute of Municipal Clerks. The MMC certification is awarded to Certified Municipal Clerks who have completed demanding educational requirements and performed their duties with a reputation of excellence to the community they serve.

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned in memory of **Long Beach Fire Captain Dave Rosa, Bernie Baldwin, Ronald E. Malachi** and **Catherine Harris** at 9:11 p.m. by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Zurita, Galvan

CITY CLERK OF THE CITY OF COMPTON **MAYOR OF THE CITY OF COMPTON**

#1.

July 24, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2018-2019 ($35,000)

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a twelve (12) month agreement (i.e. July 1, 2018 through June 30, 2019) with All Star Interpreting Service ("All Star") to provide Spanish language translation and interpretation services for the public meetings of the City's legislative bodies for Fiscal Year 2018-2019 and establish a purchase order in the amount of Thirty Five Thousand Dollars ($35,000).

BACKGROUND

The City Council conducts much of the City's business during its weekly public and televised meetings in the English language. A substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings. The City conducts public meetings of its legislative bodies up to four (4) times monthly.

STATEMENT OF ISSUE

The Clerk's Office does not have staff to perform the professional services needed to provide professional, certified language translation and interpretation services for the various City's legislative bodies. Thus, informal proposals were sought and received from three (3) firms; to wit: All Star Interpreting Service, Medrano Interpreting and Bilingual Services International. Proposals received were evaluated on experience, professionalism, knowledge, etc. While each of the firms seemingly were qualified to adequately perform the tasks needed, All Star Interpreting Service proposed fees were most competitive and reasonable. Additionally, the City has previously contracted with All Star Interpreting Service and has found their services reliable and very satisfactory.

All Star has been providing translation and interpreting service for over twenty-five (25) years. All Star is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language.

All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings. The contract with All Star will be for one (1) year (July 1, 2018 through June 30, 2019). The costs of services will remain at the rate of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement.

FISCAL IMPACT

The costs for services for Fiscal Year 2018-2019 is estimated at Thirty Five Thousand Dollars ($35,000.00). Funds for this expenditure are available in Account No. 1001-470-000-4262.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2018-2019 ($35,000)

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, All Star Interpreting Service ("All Star") has been providing translation and interpreting service for over twenty-five (25) years and is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language; and

WHEREAS, All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings; and

WHEREAS, the contract with All Star will be for a term of one (1) year (July 1, 2018 through June 30, 2019) at a cost not to exceed Thirty Five Thousand Dollars ($35,000.00); and

WHEREAS, funds for this expenditure are available in Account No. 1001-470-000-4262 of the 2018-2019 Fiscal Year Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY RESOLVE:

Section 1. That the City Manager, upon the advice and approval of the City Attorney is authorized to enter into a twelve (12) month (i.e. July 1, 2018 through June 30, 2019) agreement with All Star Interpreting Service to provide "as-needed" professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings and translation for the City's cable telecast of the aforementioned meetings in an amount not-to-exceed $35,000.00.

Section 2. That a purchase order in the amount of Thirty Five Thousand Dollars ($35,000.00) is authorized to be established for All Star Interpreting Service.

Section 3. That funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Account No. 1001 470 000 4262.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, and City Attorney.

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

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 the ___ day of _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

INTERPRETATION AND TRANSLATION SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND ALL STAR INTERPRETING SERVICE

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **ALL STAR INTERPRETING SERVICE** (hereinafter referred to as **"ALL STAR"**), located at 1925 Vassar Avenue, Glendale, California 91204.

RECITALS:

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking; and

WHEREAS, the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, All Star warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____, 2018, the City Council authorized the City Manager to enter into an agreement with All Star to provide interpretation and translation services to the City; and

WHEREAS, All Star is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, All Star and **City,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be rendered by All Star.** It is the mutual understanding of the parties that the All Star shall perform and be responsible for providing professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meeting. All Star shall be available for performance of services at the aforementioned public meetings of the City's legislative bodies commencing at 5:30 p.m. on any Tuesday that a meeting(s) is scheduled, unless directed otherwise by the City Clerk's Office. For special and emergency meetings of the aforementioned legislative bodies, All Star shall be available upon twenty-four (24) hours advance notice of the date and time.

All Star acknowledges that in entering into this Agreement the City is relying on All Star's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, All Star agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

All Star services hereunder shall be performed in good, workmanlike and professional manner. All Star shall be responsible for correcting and completing all errors and omissions related to the services provided by the All Star for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the All Star to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release All Star from these obligations.

All Star will be responsible for employing or engaging all persons necessary to perform the services. All of All Star's staff will be qualified by training and experience to perform their assigned tasks. All Star will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractor, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of All Star fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Acceptance by City of the work performed under this Agreement does not operate as a release of said All Star from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for the period of July 1, 2018 through June 30, 2019, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be on a flat fee-for-services basis. Interpreter labor shall be assumed to be for a full day event at a cost of **Seventy Hundred Fifty Dollars ($750.00).** A half day event is considered to be up to three (3) hours of translation time, charged at a cost of **Five Hundred Dollars ($500.00)**. The total price paid All Star will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the All Star, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the All Star and the City. Adjustment in the total compensation will not be effective until authorized and approved by written contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the All Star. If All Star fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the All Star or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

All Star shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the All Star is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

All Star is required to comply with all federal, state and local laws and ordinances applicable to the work.

All Star understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Dollars ($35,000.00).**

In the event of termination, the All Star shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the All Star's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All Star agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, All Star hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by All Star or its agents, employees and subcontractor pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to All Star; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another All Star to use, the Work Product, City agrees to hold All Star harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of All Star, or anyone for whose acts it is responsible, in preparation of the Work Product. All Star will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. All Star, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "All Star"), will perform the services in All Star's own way and pursuant to this Agreement as an independent contractor and in pursuit of All Star's independent calling, and not as an employee of City. The persons used by All Star to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the All Star, except as expressly set forth in this Agreement. All Star expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that All Star shall not at any time or in any manner, represent that All Star is in any manner officers, employees, agents or volunteers of the City. All Star shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. All Star expressly waives any claim to such rights.

The payment made to All Star pursuant to the Agreement will be the full and complete compensation to which All Star is entitled. City will not make any federal or state tax withholdings on behalf of All Star or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions

on behalf of All Star or its employees or subcontractors. All Star agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of All

Star or any agent, employee, or contractor of All Star for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to All Star.

6. Successors, Assignment and Delegation. City and the All Star each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of All Star are material considerations for this Agreement. All Star shall not assign or transfer any interest in this Agreement or the performance of any of All Star's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of All Star's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the All Star agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. All Star will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The All Star agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the All Star's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. All Star's services are unique and personal. Except as may be agreed to by the City, All Star will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If All Star subcontracts any of the services, All Star will be fully responsible to City for the acts, errors and omissions of All Star's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as All Star is for the acts and omissions of persons directly employed by All Star. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of All Star and City. All Star will be responsible for payment of subcontractors. All Star will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to All Star's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Contractors. The City reserves the right to employ other contractors in connection with the services.

10. Indemnification. All Star shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the All Star, its officers, employees, subcontractor, subcontractors or agents in the performance of the duties undertaken by All Star pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the All Star's indemnification of the City, All Star shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by All Star or All Star's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the All Star to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. All Star will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on All Star's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by All Star pursuant to this Agreement are adequate to protect All Star. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation. All Star will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If All Star believes that any required insurance coverage is inadequate, All Star will obtain such additional insurance coverage, as All Star deems adequate, at All Star's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if All Star has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, All Star will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of All Star. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, All Star will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. All Star, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the All Star. Upon execution of this Agreement, the All Star shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. All Star will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. All Star will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. All Star will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. All Star represents and warrants (i) that All Star has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with All Star's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that All Star will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that All Star has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. All Star will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by All Star, or in any way affect the performance of the services by All Star. All Star will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of the All Star's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying All Star in writing. All Star has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will

make a determination of fact based upon the work product delivered to City and of the percentage of work that All Star has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by All Star, whether located at the project site, at All Star's place of business, or at the offices of a subcontractor.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, All Star will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. All Star will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. All Star warrants that All Star has not employed or retained any company or person, other than a bona fide employee working for All Star, to solicit or secure this Agreement, and that All Star has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

19. Testimony. All Star will testify at City's request if litigation is brought against City in connection with All Star's services under this agreement. Unless the action is brought by All Star, or is based upon All Star's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with All Star will compensate All Star for time spent in preparation for testimony, testimony, and travel at All Star's standard hourly rates at the time of actual testimony.

20. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a

waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

21. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of All Star each represent and warrant that they have the legal power, right and actual authority to bind All Star to the terms and conditions of this Agreement.

22. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

23. Amendments. This Agreement may be modified or amended only be written document executed by both All Star and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

24. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by All Star in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the All Star will not make any of these documents or information available to any individual or organization not employed by the All Star or the City without the written consent of the City before any such release.

25. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Provider:	**All Star Interpreting Service** **1925 Vassar Avenue** **Glendale, California 91204** **Attn: Juan Carlos Morales, President & CEO** **(213) 400-9225** **(213) 400-0925 – Direct** **(818) 547-0562 – fax.** **customerservice@allstarinterpreting.com**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Clerk** **(310) 605-5530** **(310) 639-4685 – fax.**

Copy to: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

27. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, ALL STAR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

ALL STAR INTERPRETING SERVICES

Dated: _____ **By _____**
Juan Carlos Morales, President & CEO

CITY OF COMPTON

Recommended for Approval:

By _____ **Dated: _____**
Alita Godwin, City Clerk

Approved by:

Dated: _____ **By _____**
Cecil Rhambo Jr., City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Clerk**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2018-2019 ($35,000)**

Alita Godwin	**7/19/2018 9:17:53 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/20/2018 9:50:52 PM**
CITY ATTORNEY	DATE
Rafaela King	**7/20/2018 4:41:07 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/19/2018 10:10:24 AM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)**

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Debra Duncan for a period of twelve (12) month (i.e. July 1, 2018 through June 30, 2019) and establish a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2018-2019.

BACKGROUND

The City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies").

The City contracted with Debra Duncan last fiscal year to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"). Use of her services allows the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner.

Additionally, Ms. Duncan's responsibilities have included providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.

2. Transcribes the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluates and maintains software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

STATEMENT OF THE ISSUE

The City Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner. Ms. Duncan is knowledgeable and experienced in the needed areas of service and is available to provide these services immediately.

The existing contract has expired. Thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12-months (i.e. July 1, 2018 through June 30, 2019) and authorize establishment of a purchase order in the amount of $35,500.00 to pay for services rendered through June 30, 2019.

Ms. Duncan will be compensated at a flat rate of $800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2018-2019 budget in Account No. 1001-470-000-4262.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)

WHEREAS, the City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"); and

WHEREAS, the Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, the City contracted with Debra Duncan last fiscal year; who is knowledgeable and experienced in the needed areas of service; to transcribe and prepare the meeting minutes for the legislative bodies of the City and use of her services allowed the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12-months (i.e. July 1, 2018 through June 30, 2019) and authorize establishment of a purchase order in the amount of $35,500.00 to pay for services rendered through June 30, 2019; and

WHEREAS, Ms. Duncan will be compensated at a flat rate of $800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called; and

WHEREAS, funds for this expenditure are available in the 2018-2019 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Debra Duncan to provide transcription services and preparation of meetings minutes for the City's legislative bodies for a period of 12-months (i.e. July 1, 2018 through June 30, 2019), payable at the flat rate of Eight Hundred Dollars ($800.00) for each week that meetings of the legislative bodies are held that Debra Duncan performs services for.

Section 2. That a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) to pay for services rendered through June 30, 2019 is authorized to be established.

Section 3. That funds for this expenditure are available in the City Clerk's Fiscal Year 2018-2019 budget in Account No. 1001-470-000-4262.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and City Controller.

#3.

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

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 the _____ day of _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

TRANSCRIPTION SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
DEBRA DUNCAN

This **AGREEMENT** is entered and made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and the **DEBRA DUNCAN** (hereinafter referred to as **"CONTRACTOR"**) located at 4016 Pine Avenue, Long Beach, California 90807.

RECITALS:

WHEREAS, the City requires the services of a qualified and experienced professional to assist the City Clerk's Office by providing transcription services for the meeting minutes for the four (4) legislative bodies of the City of Compton; i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton Successor Agency to the Community Redevelopment Agency of the City of Compton and the Compton City Council; and

WHEREAS, Contractor represents that she is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____ 2018, the City Council authorized the City Manager to enter into a contract with the Contractor (Debra Duncan) to provide the needed services; and

WHEREAS, Contractor is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, Contractor and City**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall render services **"as-needed"** and requested by the Compton City Clerk. These services shall include, but are not limited to transcription and preparation of minutes from the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency meetings. Services further include responsibly for providing a variety of technological services attendant to the agenda preparation process, including:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribe the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enter specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Record amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.

6. Evaluate and maintain software to determine suitability.
7. Identify and take corrective action to resolve routine operational problems.
8. Publish training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operate peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Contractor agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Contractor services hereunder shall be performed in good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Contractor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Contractor from these obligations.

Acceptance by City of the work performed under this Agreement does not operate as a release of said Contractor from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for period of July 1, 2018 through June 30, 2019, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate of **Eight Hundred Dollars ($800.00)** per date for transcription and preparation of meeting minutes for each and every City of Compton legislative body (i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency) meeting on that date. The compensation paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the Contractor or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall detail the work performed on each task as

applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

The Contractor understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Five Hundred Dollars ($35,500.00).**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. Contractor agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Contractor hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Contractor; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another Contractor to use, the Work Product, City agrees to hold Contractor harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that

while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights

to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Contractor or any agent, employee, or contractor of Contractor for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Contractor.

6. Successors, Assignment and Delegation. City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Contractor are material considerations for this Agreement. Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Contractor's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Contractor's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Contractor's services are unique and personal. Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment

of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Contractors. The City reserves the right to employ other Contractors in connection with the services.

10. Indemnification. Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Contractor, its officers, employees, subcontractors, subcontractors or agents in the performance of the duties undertaken by Contractor pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the Contractor's indemnification of the City, Contractor shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

Coverages and Limits. Contractor will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

11.1 Commercial General Liability Insurance. $500,000.00 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, Contractor will insure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Contractor. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Contractor will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Contractor, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Contractor. Upon execution of this Agreement, the Contractor shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Contractor will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Contractor has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of the Contractor's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Contractor in writing. Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement.

City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subcontractor.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

18. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

19. Testimony. Contractor will testify at City's request if litigation is brought against City in connection with Contractor's services under this agreement. Unless the action is brought by Contractor, or is based upon Contractor's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Contractor will compensate Contractor for time spent in preparation for testimony, testimony, and travel at Contractor's standard hourly rates at the time of actual testimony.

20. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a

waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

21. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions of this Agreement.

22. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

23. Amendments. This Agreement may be modified or amended only be written document executed by both Contractor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

24. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not make any of these documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before any such release.

25. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Contractor:	**Debra Duncan** **4016 Pine Avenue** **Long Beach, California 90807** **(213) 880-7180**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Clerk** **(310) 605-5530** **(310) 639-4685 – fax.**

With copy to: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

27. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

CONTRACTOR

Dated: _____ **By _____**
Debra Duncan

CITY OF COMPTON
Recommended for Approval:

Dated: _____ **By _____**
Alita Godwin, City Clerk

Approved By:

Dated: _____ **By _____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Clerk**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2018-2019 ($35,500)**

Alita Godwin	**7/19/2018 11:18:49 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/20/2018 9:48:13 PM**
CITY ATTORNEY	DATE
Rafaela King	**7/20/2018 4:38:42 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/19/2018 12:25:55 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. FOR THE PURCHASE HEWLETT-PACKARD STORAGE ENCLOSURE ARRAY FOR DATA RECOVERY ($17,010.15)

SUMMARY

This resolution authorizes the City Manager to issue a purchase order in the amount of Seventeen Thousand Ten Dollars and Fifteen Cents ($17,010.15) for the purchase of a Hewlett-Packard ("HP") Storage Enclosure Array for data recovery located at Compton Fire Station No. 3 -- Emergency Operations Center.

BACKGROUND

The Emergency Operations Center ("EOC"), located at Fire Station No. 3, currently has no physical computer equipment to support the City in case of a disaster. The purchase of a new Hewitt-Packard ("HP") Storage Enclosure Array will host the critical virtual machine, by replicating services from City Hall's computer room(s). This replication technology is designed for the City of Compton continuity and disaster recovery.

By replicating critical services to the proposed HP Storage Enclosure Array, the City can ensure that all application's data continues to be available even in the event of a hardware failure on any given machine in the replication group. Synchronizing critical data to the EOC simultaneously ensures sensitive information is available should disaster strike and enables the City to be up and running as quickly as possible.

STATEMENT OF ISSUE

The Information Technology Services ("ITS") Division received quotes from the following vendors:

Vendors	Bid Amount
CDWG	$21,309.11
Best Buy Business	$20,118.28
Pricon Inc.	$17,010.15

ITS Division staff have reviewed the submitted bids and selected Pricon Inc., as the lowest responsible bidder.

The objective is to provide a complete hot site for the City's critical systems. These systems include the financial, email, and data servers. In the event that the City Hall systems are not available due to an emergency, the Fire Station 3 (EOC) site computer room would become the primary computer center. All critical virtual machines would be replicated to the HP storage enclosure array. This will require that computer operations in the Fire Station site mirror the City Hall computer room(s) as much as possible, to include all necessary services to support mission critical management decision.

FINANCIAL IMPACT

Funds have been appropriated in the Fiscal Year 2018-2019 annual budget as follows:

Account	Description	Amount
1001-510-ITO-4218	Other General Office	$17,010.15

RECOMMENDATION

Staff recommends that the attached resolution be adopted.

GARRY D. FRANCIS, NETWORK ENGINEER
CITY MANAGER'S OFFICE

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. FOR THE PURCHASE HEWLETT-PACKARD STORAGE ENCLOSURE ARRAY FOR DATA RECOVERY ($17,010.15)

WHEREAS, Compton Fire Station No. 3 is utilized as the City of Compton Emergency Operation Center ("EOC"); and

WHEREAS, in the event that the City Hall systems are not available due to an emergency, the Fire Station No. 3 EOC site computer room would become the primary computer center; and

WHEREAS, the Emergency Operations Center currently has no physical computer equipment to support the City in case of a disaster; thus, the purchase of a new Hewitt-Packard ("HP") Storage Enclosure Array will host the critical virtual machine, by replicating services from City Hall's computer room(s). This replication technology is designed for the City of Compton continuity and disaster recovery; and

WHEREAS, the Information Technology Services ("ITS") Division received quotes from the following vendors:

Vendors	**Bid Amount**
CDWG	$21,309.11
Best Buy Business	$20,118.28
Pricon Inc.	$17,010.15

WHEREAS, ITS Division staff have reviewed the submitted bids and selected Pricon Inc., as the lowest responsible bidder; and

WHEREAS, funds are available for this expenditure in the 2018-2019 Fiscal Year budget.

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

SECTION 1. That the City Manager is authorized to issue a purchase order to Pricon, Inc. in the amount of $17,010.15 to purchase an enterprise Hewlett-Packard (HP) Storage Enclosure array to replicate critical virtual servers to the Emergency Operations Center.

SECTION 2. That funds for this expenditure available in the City Manager's Fiscal Year 2018-2019 Budget in Account No. 1001-510-ITO-4218 for $17,010.15.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager, Fire Department and City Controller.

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

ADOPTED this ____ day of _____ 2018.

_____

MAYOR OF THE CITY OF COMPTON

#4.

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. FOR THE PURCHASE OF A HEWLETT-PACKARD STORAGE ENCLOSURE ARRAY FOR DATA RECOVERY ($17,010.15)**

Laurence Adams	**7/16/2018 10:56:12 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/21/2018 12:46:36 AM**
CITY ATTORNEY	DATE
Rafaela King	**7/18/2018 9:20:28 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/16/2018 10:57:29 AM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. TO PURCHASE SERVER EQUIPMENT TO OPERATE THE AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT SYSTEMS ($47,997)**

SUMMARY

This resolution would authorize the City Manager to amend the 2018-2019 Fiscal Year budget to transfer funds from the Non-Departmental Budget to the IT Division Budget, and to issue a purchase order in the amount of Forty Seven Thousand Nine Hundred Ninety Seven Dollars ($47,997.00) to Pricon Inc. to purchase a Hewlett-Packard server to operate the new paperless agenda software application and public meeting management systems.

BACKGROUND

The implementation of OnBase, the City's new automated agenda system application, requires a reliable, robust server to provide enough resources to efficiently maintain and optimize the agenda document system.

New hardware (server) will increase agility, flexibility and scalability while creating significant cost savings. Workloads will be deployed faster, performance and availability will increase and operations will become more automated, resulting in technology that is simpler to manage and less costly to own and operate.

STATEMENT OF THE ISSUE

The current agenda server operating system, Windows Server 2008, has completed its life cycle and will no longer be serviced by Microsoft beyond 2020. Upgrading the server will allow the City to have the latest security patches and features from Microsoft. These features will reduce the vulnerabilities of hacks and viruses. This upgrade will also benefit each computer used by City staff by allowing them to use the latest OnBase tools, which are incompatible with the current 2008 server. A robust web graphical interface will also be provided, as well as new security functions for mobile users.

A one-time payment is necessary for the purchase of the HP physical virtual server and the needed software to support it. The Information Technology Division received quotes from the following vendors:

Vendors	Bid Amount
CDWG	$54,665.03
Best Buy Business	$54,477.16
Pricon, Inc.	$47,996.64

The IT Division selected the bid of Pricon, Inc. as the lowest responsible bidder.

FINANCIAL IMPACT

Funds have been appropriated in the Fiscal Year 2018-2019 Non Departmental Budget for various facility upgrades, repairs, and improvements in the Contingency account. These funds must be transferred to the IT Division budget as follows:

FROM:

Account	Description	Amount
1004-610-000-4294	Contingency	$47,997

TO:

Account	Description	Amount
1004-510-ITO-4334	Machinery & Equipment	$47,997

Funds will be available in Account Number 1004-510-ITO-4334 in the amount of $47,997 to issue a purchase order to Pricon Inc.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

**GARRY D. FRANCIS, NETWORK ENGINEER
IT SYSTEMS DIVISION**

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. TO PURCHASE SERVER EQUIPMENT TO OPERATE THE AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT SYSTEMS ($47,997)

WHEREAS, the City's current agenda server operating system, Windows Server 2008, has completed its life cycle and will no longer be serviced by Microsoft beyond 2020; and

WHEREAS, the Information Technology ("IT") Division recommends migrating the current SIRE server to a more reliable, robust server platform; and

WHEREAS, the IT Division recommends the purchase of an enterprise Hewlett-Packard (HP) physical virtual server to host multiple virtual servers for the new OnBase document and public meeting management system; and

WHEREAS, upgrading the server will allow the City to have the latest security patches and features from Microsoft, which will reduce the vulnerabilities of hacks and viruses and benefit each computer used by City staff by allowing them to use the latest OnBase tools, which are incompatible with the current 2008 server; and

WHEREAS, implementation of OnBase; the City's new automated agenda system application; requires a reliable, robust server to provide enough resources to efficiently maintain and optimize the agenda document system; and

WHEREAS, the IT Division received quotes from the following vendors:

Vendors	**Bid Amount**
CDWG	$54,665.03
Best Buy Business	$54,477.16
Pricon, Inc.	$47,996.64

WHEREAS, the IT Division selected the bid of Pricon, Inc. as the lowest responsible bidder; and

WHEREAS, the 2018-2019 Funds are allocated in the Non Departmental Budget and must be transferred to the IT Division's Budget to Account Number 1001-510-ITO-4334.

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

SECTION 1. That the Fiscal Year 2018-2019 Budget is hereby amended and funds are transferred as follows:

FROM:

Account	Description	Amount
1004-610-000-4294	Contingency	$47,997.00

TO:

Account	Description	Amount
1004-510-ITO-4334	Machinery & Equipment	$47,997.00

SECTION 2. That the City Manager is authorized to issue a purchase order to Pricon, Inc. in the amount of $47,997.00 to purchase an enterprise Hewlett-Packard (HP) physical virtual server and software to host multiple virtual servers for the City.

SECTION 3. That funds for the server equipment are available in the Fiscal Year 2018-2019 Budget in Account No. 1001-510-IT0-4334 in the amount of $47,997.00, Forty Seven Thousand, Nine Hundred Ninety Seven Dollars.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager, City Controller, and City Attorney.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____ 2018.

_____
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, Alita Godwin, 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 _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO PRICON, INC. TO PURCHASE SERVER EQUIPMENT TO OPERATE THE AGENDA DOCUMENT MANAGEMENT AND PUBLIC MEETING MANAGEMENT SYSTEMS ($47,997)**

Laurence Adams	**7/16/2018 10:53:12 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Rafaela King	**7/18/2018 8:58:55 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/16/2018 10:56:53 AM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: **MAYOR AND CITY COUNCIL**

FROM: **WENDELL E. JOHNSON, P.E., DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO PROVIDE FUNDING FOR THE CENTRAL AVENUE REGIONAL COMMUTER BIKEWAY PROJECT**

SUMMARY

Adoption of this resolution authorizes the City Manager to enter into a Local Transportation Funds ("LTF") funding agreement with the Los Angeles County Metropolitan Transportation Authority ("LACMTA") to provide funding for the Central Avenue Regional Commuter Bikeway – LACMTA Call for Projects ID# F9530 and FTIP # LAF9530 (the "Project").

BACKGROUND

Funding Agreement

As part of the 2015 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2015, authorized a grant to the City of Compton, subject to the terms and conditions contained in the funding agreement, as part of the Central Avenue Regional Commuter Bikeway Project.

The Central Avenue Regional Commuter Bikeway Project is located in the City of Compton. The Project area corridor extends approximately 3.2 miles from Kona Drive on the south to El Segundo Boulevard on the north by enhancing safety/improve non-motorized transportation travels along Central Avenue. The Project will include key bicycle enhancement and safety features; such as, installing striped protective buffered bike lanes, traffic separators, bike boxes at busy signalized intersections, sidewalk installations, pedestrian level lighting, and improving intersection crossings.

Federal Transportation Earmark Exchange Program

Under the LACMTA Federal Transportation Earmark Exchange Program, the City of Compton exchanged federal transportation earmarks with LACMTA, entitling the City to 97% of the federal transportation earmark value.

Under the LACMTA Federal Transportation Earmark Exchange Program, approved by the LACMTA Board of Directors on May 18, 2016, the City exchanged $372,464 in federal transportation earmark funds for $361,290 in Proposition C -- 25% for use on the Project. Proposition C 25% funds are programmed in Fiscal Years 2017-18 and 2018-19, subject to the terms and conditions contained in the funding agreement.

The Call for Projects funding for the Project are currently programmed as follows: $11,317 in Local Transportation Funds ("LTF") in FY 2017-18, and $1,066,410 in LTF funds in FY 2018-19. The Proposition C 25% funds are currently programmed as follows: $3,834 in FY 2017-18 and $357,456 in FY 2018-19. The total designated funds for construction of the Project is $1,439,017.

STATEMENT OF THE ISSUE

LACMTA will reimburse the City up to 97% of their earmark amount with local funds. This will allow local agencies to utilize more flexible funding and avoid substantial staff resources in attempting to obligate federal funding on alternative projects. The remaining 3% will be used to cover administration costs of this Project.

By allowing local agencies to exchange Federal dollars for more flexible, easier to administer local dollars, LACMTA and local agencies should see faster delivery of projects to the counties transportation system users.

Therefore, in order for the City Manager to enter into a Local Transportation Funds funding agreement with the Los Angeles County Metropolitan Transportation Authority, City Council's authorization is necessary.

FISCAL IMPACT

All costs incurred by the City after the effective date of this agreement will be eligible for reimbursement. LACMTA shall reimburse the City for all eligible design and engineering review time and project management costs.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO PROVIDE FUNDING FOR THE CENTRAL AVENUE REGIONAL COMMUTER BIKEWAY PROJECT

WHEREAS, as part of the 2015 Call for Projects, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") Board of Directors, at its meeting on September 24, 2015, authorized a grant to the City of Compton, subject to the terms and conditions contained in the funding agreement, as part of the Central Avenue Regional Commuter Bikeway Project; and

WHEREAS, the Central Avenue Regional Commuter Bikeway Project, located in the City of Compton and extending approximately 3.2 miles from Kona Drive on the south to El Segundo Boulevard on the north, enhances safety/improve non-motorized transportation travels along Central Avenue; and

WHEREAS, the Project will include key bicycle enhancement and safety features; such as, installing striped protective buffered bike lanes, traffic separators, bike boxes at busy signalized intersections, sidewalk installations, pedestrian level lighting, and improving intersection crossings; and

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, approved by the LACMTA Board of Directors on May 18, 2016, the City exchanged $372,464.00 in federal transportation earmarks funds with LACMTA, entitling the City to 97% of the federal transportation earmark value, equaling $361,290 in Proposition C 25% for use on the Project; and

WHEREAS, Proposition C 25% funds are programmed in Fiscal Years (FY) 2017-18 and FY 2018-19, subject to the terms and conditions contained in the funding agreement; and

WHEREAS, the Call for Projects funds for the Project are currently programmed as follows: $11,317 in Local Transportation Funds ("LTF") in FY 2017-18, and $1,066,410 in LTF funds in FY 2018-19 and the Proposition C 25% Funds are currently programmed as follows: $3,834 in FY 2017-18 and $357,456 in FY 2018-19 and the total designated funds for construction of the Project is $1,439,017; and

WHEREAS, LACMTA will reimburse the City up to 97% of their earmark amount with local funds which will allow local agencies to utilize more flexible funding and avoid substantial staff resources in attempting to obligate federal funding on alternative projects; and

WHEREAS, the remaining 3% will be used to cover administration costs of this Project; and

WHEREAS, no direct costs will be incurred by the City of Compton and LACMTA shall reimburse the City for all eligible design and engineering review time and project management costs and all costs incurred by the City after the effective date of this agreement which will be eligible for reimbursement; and

WHEREAS, in order for the City Manager to enter into a Local Transportation Funds funding agreement with the Los Angeles County Metropolitan Transportation Authority, City Council's authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a Local Transportation Funding Agreement with the Los Angeles County Metropolitan Transportation Authority; which agreement shall be effective as of March 6, 2018; to provide funding pursuant to the Central Avenue Regional Commuter Bikeway Project.

SECTION 2. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
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, Alita Godwin, 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 _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

FTIP#: LAF9530
PPNO N/A

CFP # F9530
Funding Agreement No. 920000000F9530

CALL FOR PROJECTS
LOCAL TRANSPORTATION FUNDS
FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into effective as of March 6, 2018 ("Effective Date"), and is by and between the Los Angeles County Metropolitan Transportation Authority ("LACMTA") and City of Compton ("GRANTEE") for Central Avenue Regional Commuter Bikeway Project - LACMTA Call for Projects ID# F9530 and FTIP# LAF9530 (the "Project").

WHEREAS, as part of the 2015 Call for Projects, the LACMTA Board of Directors, at its meeting on September 24, 2015, authorized a grant to GRANTEE, subject to the terms and conditions contained in this Agreement.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program, GRANTEE exchanged federal transportation earmarks with LACMTA. Under the Federal Transportation Earmark Exchange Program, the City of Compton is entitled to 97% of the federal transportation earmark value.

WHEREAS, under the LACMTA Federal Transportation Earmark Exchange Program approved by the LACMTA Board of Directors on May 18, 2016, GRANTEE exchanged $372,464 in federal transportation earmark funds for $361,290 in Proposition C 25% for use on the Project. Proposition C 25% funds are programmed in Fiscal Years (FY) 2017-18 and FY 2018-19, subject to the terms and conditions contained in this Agreement.

WHEREAS, the Call for Projects Funds for the Project are currently programmed as follows: $11,317 in Local Transportation Funds (LTF) in FY 2017-18, and $1,066,410 in LTF funds in FY 2018-19. The Proposition C 25% Funds are currently programed as follows: $3,834 in FY 2017-18 and $357,456 in FY 2018-19. The total designated funds for Construction of the Project is $1,439,017.

NOW, THEREFORE, the parties hereby agree as follows:

The terms and conditions of this Agreement consist of the following and each is incorporated by reference herein as if fully set forth herein:

1. Part I - Specific Terms of the Agreement
2. Part II - General Terms of the Agreement
3. Attachment A - Project Funding
4. Attachment B - Scope of Work
5. Attachment C - Reporting and Expenditure Guidelines
6. Attachment C-1 - Quarterly Progress/Expenditure Report
7. Attachment D - Federal Transportation Improvement Program (FTIP) Sheet
8. Attachment E-1 - Special Grant Conditions
9. Attachment E-2 - Sustainable Design Elements Requirements
10. Attachment F - Project Readiness Certification
11. Any other attachments or documents referenced in the above documents

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 5/16/18

Deputy

GRANTEE:

CITY OF COMPTON

By: _____ Date: _____

Cecil W. Rhambo
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Craig J. Cornwell
City Attorney

PART I
SPECIFIC TERMS OF THE AGREEMENT

1. Title of the Project (the "Project"): Central Avenue Regional Commuter Bikeway Project; LACMTA Call for Projects ID# F9530, FTIP # LAF9530.

2. To the extent the funds are available, LACMTA shall make to GRANTEE a one-time grant of the LTF in the amount of $1,077,727 the Project in accordance with the terms of this Agreement. LACMTA Board of Directors' action of September 24, 2015, granted the LTF funds to GRANTEE for the Project. The LTF funds are programmed over two years, FY 2017-18 and FY 2018-19. LACMTA Board of Directors' action approved LTF funds for FY 2017-18 only in the amount of $11,317. LACMTA Board of Directors' action will be required annually to approve LTF funds for each subsequent Fiscal Year prior to those funds being allocated to GRANTEE.

3. Under the Federal Transportation Earmark Exchange Program, GRANTEE is entitled to 97% of the federal transportation earmark value. Under the LACMTA Federal Transportation Earmark Exchange Program, LACMTA shall make to GRANTEE a one-time Proposition C 25% funds in the amount of $361,290 (the "Earmark Funds") for the Project in accordance with the terms of this Agreement. The Earmark Funds are programmed over two years, FY 2017-18 and FY 2018-19.

4. The LTF and Proposition C 25% funds together are referred to as "the Funds."

5. On September 26, 2002, the LACMTA Board of Directors required that prior to receiving Proposition C 10% or 25% grant funds through the Call for Projects, GRANTEE must meet a Maintenance of Effort (MOE) requirement consistent with the State of California's MOE as determined by the State Controller's office. With regard to enforcing the MOE, LACMTA will follow the State of California's MOE requirement, including, without limitation, suspension and re-implementation.

6. The "Project Funding" documents all sources of funds programmed for the Project as approved by LACMTA and is attached as Attachment A. The Project Funding includes the total programmed budget for the Project, including the Funds granted by LACMTA and GRANTEE'S local match requirement (the "GRANTEE Funding Commitment"). The Project Funding also includes the fiscal years in which all the funds for the Project are programmed.

7. GRANTEE shall complete the Project as described in the "Scope of Work." The Scope of Work for the Project is attached to this Agreement as Attachment B. The Scope of Work includes a description of the Project, a detailed description of the work to be completed by GRANTEE including, without limitation, Project milestones consistent with the lapsing policy, and a set schedule. Work shall be delivered in accordance with that schedule unless otherwise agreed to by the parties in writing. If a GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project, then LACMTA will have the option to terminate this Agreement for default as described in Part II, Section 9.

8. Eligible Project expenses are defined in the Reporting and Expenditure Guidelines (Attachment C). The form of the Quarterly Progress/Expenditure Report is attached as Attachment C-1. LACMTA will withhold five percent (5%)of eligible expenditures per invoice as retainage pending an audit of expenditures and completion of the Scope of Work.

9. The "FTIP PROJECT SHEET (PDF)" is attached as Attachment D and is required to ensure that the Project is programmed correctly in the most up-to-date FTIP document. The FTIP PROJECT SHEET (PDF) can be found in ProgramMetro FTIP database under the reports section at https://program.metro.net. All projects that receive funding through the LACMTA Call for Projects must be programmed into the FTIP which includes locally funded regionally significant projects for information and air quality modeling purposes. GRANTEE shall review the Project in ProgramMetro each year and update or correct the Project as necessary during a scheduled FTIP amendment or adoption to be consistent with the terms of this Agreement, as amended from time to time. GRANTEE will be notified of amendments and adoptions to the FTIP via e-mail. Changes to the FTIP through ProgramMetro should be made as soon as possible after GRANTEE is aware of any changes to the Project, but no later than October 1 of the year the change or update is effective. Should GRANTEE fail to meet this date, it may affect GRANTEE'S ability to access funding, delay the Project and may ultimately result in the Funds being lapsed. LACMTA shall review and approve any changes GRANTEE makes to the FTIP prior to incorporating such changes in to the TIP.

10. Special Grant Conditions imposed by the LACMTA is attached as Attachment E-1. GRANTEE shall comply with the Special Grant Conditions as set forth in Attachment E-1.

11. The "Sustainable Design Elements Requirements" is attached as Attachment E-2. GRANTEE shall comply with the Sustainable Design Elements Requirements as set forth in Attachment E-2.

12. An executed "Project Readiness Certification" is attached as Attachment F, which is evidence that GRANTEE can appropriately fund and staff the Project so that the Project can be completed in a timely manner.

13. Amendments to this Agreement shall be in writing executed by the parties. No changes to the (i) grant amount, (ii) Project Funding, (iii) the Scope of Work, or (iv) the lapse date of the Funds shall be allowed without a written amendment to this Agreement, approved and signed by the LACMTA Chief Executive Officer or his/her designee and GRANTEE.

14. Notice will be given to the parties at the address specified below unless otherwise notified in writing of change of address. Any notice required or permitted to be delivered hereunder shall be deemed to be delivered upon receipt by the correct address by United States mail, postage prepaid, certified or registered mail, return receipt requested, or by Federal Express or other reputable overnight delivery service addressed to the parties hereto as follows:

LACMTA's Address:

Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Jingyi Fan, M/S 99-22-6
Email: fanj@metro.net

GRANTEE's Address:

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Attention: John Strickland
Email: jstrickland@comptoncity.org

PART II
GENERAL TERMS OF THE AGREEMENT

1. **TERM:**

1.1 The term of this Agreement shall commence on the Effective Date of this Agreement, and shall expire upon the occurrence of all of the following, unless terminated earlier as provided herein: (i) the agreed upon Scope of Work has been completed; (ii) all LACMTA audit and reporting requirements have been satisfied; and (iii) the final disbursement of the Funds has been made to GRANTEE. All eligible Project expenses as defined in the Reporting Guidelines (Attachment C) incurred after the Effective Date shall be reimbursed in accordance with the terms and conditions of this Agreement. The parties understand and agree there are certain covenants and agreements which specifically remain in effect after expiration or termination of this Agreement.

1.2 Should LACMTA determine there are insufficient Funds available for the Project; LACMTA may terminate this Agreement by giving written notice to GRANTEE at least thirty (30) days in advance of the effective date of such termination. If this Agreement is terminated pursuant to this section, LACMTA will not reimburse GRANTEE any costs incurred after the effective date of such termination, except those necessary to return any facilities modified by the Project's construction to a safe state. LACMTA's share of these costs will be in equal proportion of the grant to GRANTEE Funding Commitment ratio.

2. **INVOICE BY GRANTEE:** Unless otherwise stated in this Agreement, the Quarterly Progress/Expenditure Report, with supporting documentation of expenses and Project progress as described in Part II, Section 4.1 of this Agreement, and other documents as required by LACMTA, shall satisfy LACMTA invoicing requirements.

Submit invoice with supporting documentation to:
ACCOUNTSPAYABLE@METRO.NET (preferable)
or
mail to:
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
All invoice material must contain the following information:
Re: LACMTA Project ID# F9530 and FA# 920000000F9530
Jingyi Fan, M/S 99-22-6

3. **USE OF FUNDS:**

3.1 GRANTEE shall utilize the Funds to complete the Project as described in the Scope of Work and in accordance with the Reporting and Expenditure Guidelines and the most recently adopted LACMTA Proposition C Guidelines for the type of Proposition C funds granted by LACMTA hereunder (the "Guidelines").

3.2 GRANTEE shall not use the Funds to substitute for any other funds or projects not specified in this Agreement. Further, GRANTEE shall not use the Funds for any expenses or activities beyond the approved Scope of Work (Attachment B).

*3.3 GRANTEE must use the Funds in the most cost-effective manner. If GRANTEE intends to use a consultant or contractor to implement all or part of the Project, LACMTA requires that such activities be procured in accordance with GRANTEE's contracting procedures and consistent with State law. GRANTEE will also use the Funds in the most cost-effective manner when the Funds are used to pay "in-house" staff time. This effective use of funds provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

*3.4 GRANTEE's employee, officers, councilmembers, board member, agents, or consultants (a "GRANTEE Party") are prohibited from participating in the selection, award, or administration of a third-party contract or sub-agreement supported by the Funds if a real or apparent conflict of interest would be involved. A conflict of interest would include, without limitation, an organizational conflict of interest or when any of the following parties has a financial or other interest in any entity selected for award: (a) a GRANTEE Party (b) any member of a GRANTEE Party's immediate family, (c) a partner of a GRANTEE Party; (d) any organization that employs or intends to employ any of the above. This conflict of interest provision will be verified by LACMTA through on-going Project monitoring and through any LACMTA interim and final audits.

3.5 If the Project requires the implementation of an Intelligent Transportation Systems ("ITS") project, GRANTEE shall ensure the Project is consistent with the Regional ITS Architecture. ITS projects must comply with the LACMTA Countywide ITS Policy and Procedures adopted by the LACMTA Board of Directors including the submittal of a completed, signed self-certification form. For the ITS policy and form, see http://www.metro.net/projects/call_projects/.

3.6 If any parking facilities are designed and/or constructed using the Funds, GRANTEE shall coordinate with LACMTA parking program staff (see METRO.net for staff listing) in the planning, design and management of the facility and shall ensure that its implementation is consistent with the LACMTA adopted parking policy. For the parking policy, see http://www.metro.net/projects/call_projects/.

3.7 GRANTEE is obligated to continue using the Project consistent with the public transportation purposes for which the Project was approved. The Project right-of-way and real property purchased to implement the Project shall remain dedicated to public transportation use. The obligations set forth in this section shall survive termination of this Agreement.

3.8 If GRANTEE desires to use the Funds to purchase or lease equipment including, without limitation, vehicles, office equipment, computer hardware or software, or other personal property ("Equipment") necessary to perform or provide the services set forth in the Scope of Work, GRANTEE must obtain LACMTA's written consent prior to purchasing or

leasing any Equipment. Equipment purchased or leased without such prior written consent shall be deemed an unallowable expenditure of the Funds. Equipment acquired as part of the Project shall be dedicated to that Project use for their full economic life cycle, including any extensions of that life cycle achieved by reconstruction, rehabilitation, or enhancements.

3.9 If an Equipment ceases to be used for the proper use as originally stated in the Scope of Work, GRANTEE will be required to return to LACMTA the Funds used to purchase or lease such Equipment in proportion to the useful life remaining and in equal proportion of the Funds to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.10 If any Project facilities or any real property purchased to implement the Project is no longer used or is no longer needed for the Project, including construction easements or excess property, GRANTEE will be required to return to LACMTA the Funds used to design, construct or acquire such Project facilities or real property in equal proportion of the grant to GRANTEE Funding Commitment ratio. The obligations set forth in this section shall survive termination of this Agreement.

3.11 If GRANTEE desires to use any Project facility or any real property purchased to implement the Project to generate revenue, GRANTEE shall first obtain LACMTA's written consent prior to entering into any such revenue generating arrangement. GRANTEE shall provide LACMTA with the applicable information regarding the transaction, including without limitation, the property at issue, the proposed use of the property, the amount of revenue, any impact to the Project and the proposed use of the revenue. LACMTA consent may be conditioned on whether bond funds were used, and how GRANTEE plans to use the revenue, including, without limitation, sharing any net revenues with LACMTA. If GRANTEE fails to obtain MTA's prior written consent, GRANTEE shall be considered in default and LACMTA shall have all rights and remedies available at law or in equity, including, without limitation the return of the Funds to cover the cost of the property in question. The obligations set forth in this section shall survive termination of this Agreement.

3.12 GRANTEE understands that this Agreement does not provide any rights for GRANTEE to use LACMTA real property needed for the Project. If the Project requires use of LACMTA Property, GRANTEE will need to enter into a separate agreement with LACMTA in accordance with LACMTA real property policies and procedures. Nothing in this Agreement obligates LACMTA to provide GRANTEE with any real estate right.

4. DISBURSEMENT OF FUNDS:

4.1 GRANTEE shall submit the Quarterly Progress/Expenditure Report (Attachment C-1) within 60 days after the close of each quarter on the last day of the months November, February, May and August. Should GRANTEE fail to submit such reports within 10 days of the due date and/or GRANTEE submits incomplete reports, LACMTA will not reimburse GRANTEE until the completed required reports are received, reviewed, approved. The Quarterly Progress/Expenditure Report shall include all supporting documentation (such as contractor invoices, timesheets, receipts, etc.) with a clear justification and explanation of their relevance to the Project for reimbursement. If no activity has occurred during a particular

quarter, GRANTEE will still be required to submit the Quarterly Progress/Expenditure Report indicating no dollars were expended that quarter. If a request for reimbursement exceeds $500,000 in a single month, then GRANTEE can submit such an invoice once per month with supporting documentation.

4.2 Disbursements shall be made on a reimbursement basis in accordance with the provisions of this Agreement.

4.3 LACMTA will make all disbursements electronically unless an exception is requested in writing. Disbursements via Automated Clearing House (ACH) will be made at no cost to GRANTEE. GRANTEE must complete the ACH form and submit such form to LACMTA before grant payments can be made. ACH Request Forms can be found at http://www.metro.net/projects/call_projects/call_projects-reference-documents/.

4.4 GRANTEE must provide detailed supporting documentation with its Quarterly Progress/Expenditure Report.

4.5 GRANTEE shall demonstrate that the GRANTEE Funding Commitment has been spent in direct proportion to the Funds invoiced with each quarter's expenditures.

4.6 Expenses that are not invoiced within 60 days after the lapsing date specified in Part II, Section 8.1 below are not eligible for reimbursement.

4.7 Any Funds expended by GRANTEE prior to the Effective Date of this Agreement shall not be reimbursed nor shall they be credited toward the GRANTEE Funding Commitment requirement, without the prior written consent of LACMTA. GRANTEE Funding Commitment dollars expended prior to the year the Funds are awarded shall be spent at GRANTEE's own risk.

4.8 Commencing with the Effective Date, Funds will be made available to GRANTEE for all work related to the initial Project milestone identified in Attachment B - Scope of Work. Funds for subsequent Project milestones will not be available until GRANTEE provides evidence that the current Project milestone has been completed, or is clearly on track to be completed on the approved schedule stated in Attachment B, as determined by LACMTA.

5. AUDIT REQUIREMENTS/PAYMENT ADJUSTMENTS:

*5.1 LACMTA, and/or its designee, shall have the right to conduct audits of the Project, as deemed appropriate, such as financial and compliance audits; interim audits; pre-award audits, performance audits and final audits. LACMTA will commence a final audit within nine months of receipt of an acceptable final invoice, provided the Project is ready for final audit (meaning all costs and charges have been paid by GRANTEE and invoiced to LACMTA, and such costs, charges and invoices are properly documented and summarized in the accounting records to enable an audit without further explanation or summarization including actual indirect rates for the period under review). GRANTEE agrees to establish and maintain proper accounting procedures and cash management records and documents in

accordance with Generally Accepted Accounting Principles (GAAP). GRANTEE shall reimburse LACMTA for any expenditure not in compliance with this Agreement. GRANTEE's eligible expenditures submitted to LACMTA for this Project shall be in compliance with the Reporting and Expenditure Guidelines (Attachment C) and 2 CFR Subtitle A, Chapter II, Part 225. The allowability of costs for GRANTEE's contractors, consultants and suppliers submitted to LACMTA through Recipient's Quarterly Progress Reports/Expenditures shall be in compliance with 2 CFR Subtitle A, Chapter II, Part 225 or Federal Acquisition Regulations, Subpart 31 (FAR), whichever is applicable. Any use of the Funds which is expressly prohibited under this Agreement shall be an ineligible use of the Funds and may be disallowed by LACMTA audit. Findings of the LACMTA audit are final. When LACMTA audit findings require GRANTEE to return monies to LACMTA, GRANTEE shall return such monies within thirty (30) days after the final audit is sent to GRANTEE.

*5.2 GRANTEE's records shall include, without limitation, accounting records, written policies and procedures, contract files, original estimates, correspondence, change order files (including documentation covering negotiated settlements), invoices, and any other supporting evidence deemed necessary by LACMTA to substantiate charges related to the Project (all collectively referred to as "records") shall be open to inspection and subject to audit and reproduction by LACMTA auditors or authorized representatives to the extent deemed necessary by LACMTA to adequately permit evaluation of expended costs. Such records subject to audit shall also include, without limitation, those records deemed necessary by LACMTA to evaluate and verify, direct and indirect costs, (including overhead allocations) as they may apply to costs associated with the Project. These records must be retained by GRANTEE for three years following final payment under this Agreement. Payment of retention amounts shall not occur until after the LACMTA's final audit is completed.

*5.3 GRANTEE shall cause all contractors to comply with the requirements of Part II, Sections 5.1 and 5.2 above. GRANTEE shall cause all contractors to cooperate fully in furnishing or in making available to LACMTA all records deemed necessary by LACMTA auditors or authorized representatives related to the Project.

*5.4 LACMTA or any of its duly authorized representatives, upon reasonable written notice shall be afforded access to all of the records of GRANTEE and its contractors related to the Project, and shall be allowed to interview any employee of GRANTEE and its contractors through final payment to the extent reasonably practicable.

*5.5 LACMTA or any of its duly authorized representatives, upon reasonable written notice, shall have access to the offices of GRANTEE and its contractors, shall have access to all necessary records, including reproduction at no charge to LACMTA, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the terms and conditions of this Agreement.

5.6 In addition to LACMTA's other remedies as provided in this Agreement, LACMTA shall withhold the Funds and/or recommend not to award future Call for Projects grants to GRANTEE if the LACMTA audit has determined that GRANTEE failed to comply with the Scope of Work (such as misusing Funds or failure to return Funds owed to LACMTA

in accordance with LACMTA audit findings) and/or is severely out of compliance with other terms and conditions as defined by this Agreement, including the access to records provisions of Part II, Section 5.

*5.7 When business travel associated with the Project requires use of a vehicle, the mileage incurred shall be reimbursed at the mileage rates set by the Internal Revenue Service, as indicated in the United States General Services Administration Federal Travel Regulation, Privately Owned Vehicle Reimbursement Rates.

*5.8 GRANTEE shall certify monthly invoices by reviewing all contractor and subcontractor costs and maintaining internal control to ensure that all expenditures are allocable, allowable and reasonable and in accordance with 2 CFR Subtitle A, Chapter II, Part 225 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.9 GRANTEE shall also certify final costs of the Project to ensure all costs are in compliance with 2 CFR Subtitle A, Chapter II, Part 225 or FAR Subpart 31 (whichever is applicable) and the terms and conditions of this Agreement.

5.10 Whenever possible, in exercising its audit rights under this Agreement, LACMTA shall rely on GRANTEE's own records and audit work to minimize direct audit of contractors, consultants, and suppliers.

6. **ONE TIME GRANT:** This is a one time only grant subject to the terms and conditions agreed to herein. This grant does not imply nor obligate any future funding commitment on the part of LACMTA.

7. **SOURCES AND DISPOSITION OF FUNDS:**

7.1 The obligation for LACMTA to grant the Funds for the Project is subject to sufficient Funds being made available for the Project by the LACMTA Board of Directors. If such Funds are not made available for the Project, LACMTA shall have no obligation to provide the Funds for the Project, unless otherwise agreed to in writing by LACMTA.

7.2 GRANTEE shall fully fund and contribute the GRANTEE Funding Commitment, as identified in the Project Funding (Attachment A), towards the cost of the Project. If the Funds identified in Attachment A are insufficient to complete the Project, GRANTEE agrees to secure and provide such additional non-LACMTA programmed funds necessary to complete the Project.

7.3 GRANTEE shall be responsible for any and all cost overruns for the Project.

7.4 At any time, if GRANTEE receives outside funding for the Project in addition to the Funds identified in the Project Funding at the time this grant was awarded, this

Agreement shall be amended to reflect such additional funding.

7.5 If, at the time of final voucher, available funding for the Project (including the Funds , GRANTEE Funding Commitment, and any additional funding) exceeds the actual Project costs, then the cost savings shall be applied in the same proportion as the sources of funds from each party to this Agreement as specified in the Project Funding and both the Funds and GRANTEE Funding Commitment required for the Project shall be reduced accordingly. LACMTA shall have the right to use any cost savings associated with the Funds at its sole discretion, including, without limitation, programming the unused Funds to another project or to another grantee. If, at the time of final voucher, it is determined that GRANTEE has received Funds in excess of what GRANTEE should have received for the Project, GRANTEE shall return such overage to LACMTA within 30 days from final voucher.

8. **TIMELY USE OF FUNDS / REPROGRAMMING OF FUNDS:**

8.1 GRANTEE must demonstrate timely use of the Funds by:

(i) executing this Agreement within ninety (90) days of receiving formal transmittal of the Agreement from LACMTA, or by December 31st of the first Fiscal Year in which the Funds are programmed, whichever date is later; and

(ii) meeting the Project milestones due dates as agreed upon by the LACMTA and GRANTEE in the Agreement; milestones include, but are not limited to the following:

a. for project development, GRANTEE must complete phase by the end of the second fiscal year following the year the Funds were first programmed; and
b. for right-of-way, GRANTEE must follow its right-of-way acquisition policies and must show a realistic schedule for completion of acquisition required for the project agreed upon by LACMTA and GRANTEE prior to Agreement execution; and
c. for construction or capital purchase projects, contracts shall be awarded within nine (9) months from the date of completion of design. Project design (preliminary engineering) must begin within six (6) months from the identified milestone start date; and

(iii) submitting the Quarterly Progress/Expenditure Report; and

(iv) expending the Funds granted under this Agreement for allowable costs by June 30, 2021 (lapse date), within 36 months from July 1 of the FY 2018-19, final Fiscal Year in which funds are programmed.

8.2 Quarterly Progress/Expenditure Reports will be used to evaluate compliance with the Project milestone due dates as identified in the Agreement. If the Project does not meet the milestone due dates as agreed upon in the Agreement, LACMTA will issue a notice of non-compliance to the GRANTEE, and the GRANTEE will be required to develop a written recovery plan illustrating in detail the GRANTEE's actions to resolve the delay and to meet the Project completion date agreed upon in the Agreement (the "Recovery Plan"). If the Recovery Plan is deemed viable by LACMTA staff, and meets the Project completion date agreed upon in the Agreement, LACMTA may grant an administrative schedule update as long as the Funds are expended in compliance with (iv) above. If GRANTEE fails to submit a Recovery Plan within 30 days of the notice of non-compliance from LACMTA, or the Recovery Plan illustrates that the Project will not meet the lapse date in the Agreement, LACMTA may recommend potential deobligation of the Funds as part of its annual Call for Projects Recertification/Deobligation process. GRANTEE will ONLY be allowed to request a one-time lapsing date extension of 20-months from the final lapse date, which request is subject to LACMTA's Technical Advisory Committee (TAC) consideration as part of the annual Call for Projects Recertification/Deobligation process.

8.3 Recertification of Funds will be based on Project progress and is subject to meeting the Project milestones as agreed upon in the Agreement.

8.4 If GRANTEE does not complete one element of the Project, as described in the FTIP Project Sheet, due to all or a portion of the Funds lapsing, the entire Project may be subject to deobligation at LACMTA's sole discretion. In the event that all the Funds are deobligated, this Agreement shall automatically terminate.

8.5 If GRANTEE fails to meet any of the conditions in paragraph 8.1 above, the Project shall be considered lapsed and will be submitted to the LACMTA Board for deobligation. Expenses that are not invoiced within 60 days after the lapsing date are not eligible for reimbursement.

9. **DEFAULT:** A Default under this Agreement is defined as any one or more of the following: (i) GRANTEE fails to comply with the terms and conditions contained herein; or (ii) GRANTEE is consistently behind schedule in meeting milestones or in delivering the Project; or (iii) GRANTEE fails to perform satisfactorily or makes a material change, as determined by LACMTA at its sole discretion, to the Financial Plan, the Scope of Work, or the Project Funding without LACMTA's prior written consent or approval as provided herein.

10. **REMEDIES:**

10.1 In the event of a Default by GRANTEE, LACMTA shall provide written notice of such Default to GRANTEE with a 30-day period to cure the Default. In the event GRANTEE fails to cure the Default, or commit to cure the Default and commence the same within such 30-day period to the satisfaction of LACMTA, LACMTA shall have the following remedies: (i) LACMTA may terminate this Agreement; (ii) LACMTA may make no further disbursements of Funds to GRANTEE; and/or (iii) LACMTA may recover from GRANTEE any Funds disbursed to GRANTEE as allowed by law or in equity.

10.2 Effective upon receipt of written notice of termination from LACMTA pursuant to Section 10.1, GRANTEE shall not undertake any new work or obligation with respect to this Agreement unless so directed by LACMTA in writing. Any Funds expended after termination shall be the sole responsibility of GRANTEE.

10.3 The remedies described herein are non-exclusive. LACMTA shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.

11. COMMUNICATIONS:

*11.1 GRANTEE shall ensure that all Communication Materials contain recognition of LACMTA's contribution to the Project as more particularly set forth in "Funding Agreement Communications Materials Guidelines" available on line or from the LACMTA Project Manager. Please check with the LACMTA Project Manager for the web address. The Funding Agreement Communications Materials Guidelines may be changed from time to time during the course of this Agreement. GRANTEE shall be responsible for complying with the latest Funding Agreement Communications Materials Guidelines during the term of this Agreement, unless otherwise specifically authorized in writing by the LACMTA Chief Communications Officer.

*11.2 For purposes of this Agreement, "Communications Materials" include, but are not limited to, press events, public and external newsletters, printed materials, advertising, websites radio and public service announcements, electronic media, and construction site signage. A more detailed definition of "Communications Materials" is found in the Funding Agreement Communications Materials Guidelines.

*11.3 The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines. These guidelines and logo files including scalable vector files will be available through the LACMTA Project Manager.

*11.4 GRANTEE shall ensure that any subcontractor, including, but not limited to, public relations, public affairs, and/or marketing firms hired to produce Project Communications Materials for public and external purposes will comply with the requirements contained in this Section.

11.5 The LACMTA Project Manager shall be responsible for monitoring GRANTEE compliance with the terms and conditions of this Section. GRANTEE failure to comply with the terms of this Section shall be deemed a default hereunder and LACMTA shall have all rights and remedies set forth herein.

12. OTHER TERMS AND CONDITIONS:

12.1 This Agreement, along with its Attachments, constitutes the entire understanding between the parties, with respect to the subject matter herein. The Agreement shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original Agreement or the same level of authority.

12.2 In the event that there is any court (proceeding between the parties to enforce or interpret this Agreement, to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

*12.3 Neither LACMTA nor any subsidiary or their respective directors, officers, agents, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by GRANTEE under or in connection with any work performed by or service provided by GRANTEE, its officers, agents, employees, contractors and subcontractors under this Agreement. GRANTEE shall fully indemnify, defend (with counsel approved by LACMTA) and hold LACMTA, and its subsidiaries and their respective directors, officers, agents and employees harmless from and against any suits and causes of actions, claims, losses, liability, damages, costs and expenses, including without limitation, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of property, any environmental obligation, and any legal fees in any way arising out of acts or omissions to act related to the Project or this Agreement, without requirement that LACMTA first pay such claim. The obligations set forth in this section shall survive termination of this Agreement.

12.4 Neither party hereto shall be considered in default in the performance of its obligation hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected party. Each party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

12.5 GRANTEE shall comply with and insure that work performed under this Agreement is done in compliance with Generally Accepted Accounting Principles (GAAP), all applicable provisions of federal, state, and local laws, statutes, ordinances, rules, regulations, and procedural requirements including Federal Acquisition Regulations (FAR), and the applicable requirements and regulations of LACMTA. GRANTEE acknowledges responsibility for obtaining copies of and complying with the terms of the most recent federal, state, or local laws and regulations, and LACMTA requirements including any amendments thereto.

12.6 GRANTEE agrees that those sections of this Agreement marked with an asterisk shall be included in every contract entered into by GRANTEE or its contractors relating to work performed under this Agreement and LACMTA shall have the right to review and audit such contracts.

12.7 GRANTEE shall not assign this Agreement, or any part thereof, without prior approval of the LACMTA Chief Executive Officer or his designee, and any assignment without said consent shall be void and unenforceable at the option of LACMTA.

12.8 This Agreement shall be governed by California law. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or

unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

12.9 The covenants and agreements of this Agreement shall inure to the benefit of, and shall be binding upon, each of the parties and their respective successors and assigns.

12.10. GRANTEE will advise LACMTA prior to any key Project staffing changes.

12.11 GRANTEE in the performance of the work described in this Agreement is not a contractor nor an agent or employee of LACMTA. GRANTEE attests to no organizational or personal conflicts of interest and agrees to notify LACMTA immediately in the event that a conflict, or the appearance thereof, arises. GRANTEE shall not represent itself as an agent or employee of LACMTA and shall have no powers to bind LACMTA in contract or otherwise.

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 5/16/18

Deputy

GRANTEE:

CITY OF COMPTON

By: _____ Date: _____

Cecil W. Rhambo
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Craig J. Cornwell
City Attorney

#6.

In the event of a conflict, the Special Grant Conditions, if any, shall prevail over the Specific Terms of the Agreement and any attachments and the Specific Terms of the Agreement shall prevail over the General Terms of the Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____
Phillip A. Washington
Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____ Date: 5/16/18
Deputy

GRANTEE:

CITY OF COMPTON

By: _____ Date: _____
Cecil W. Rhambo
City Manager

APPROVED AS TO FORM:

By: _____ Date: _____
Craig J. Cornwell
City Attorney

ATTACHMENT A - PROJECT FUNDING

CFP#: F9530
FTIP#: LAF9530

FA# 920000000F9530
PPNO: N/A

PROJECT TITLE: Central Avenue Regional Commuter Bikeway Project

GRANTEE/ PROJECT SPONSOR: City of Compton

($ in Actual Dollars)

(LACMTA Programmed Funding and Sponsors Match Only)

PROGRAMMED FUNDS	PRIOR YEARS	FY 2017-18	FY 2018-19	FY 2019-20	TOTAL BUDGET	% OF BUDGET
LACMTA PROGRAMMED FUNDING:						
SELECT:						
Local Transportation Funds (LTF)		$ 11,317	$ 1,066,410		$ 1,077,727	74.9%
	LACMTA SUBTOTAL				$ 1,077,727	74.9%
GRANTEE/SPONSOR MATCH:						
Grantee Funding Commitment (specify type)						
(Write specific type of funding match)						
SELECT:						
Prop C 25% - LACMTA Federal Transportation Earmark Exchange Program		$ 3,834	$ 357,456		$ 361,290	25.1%
Other:						
	GRANTEE / PROJECT SPONSOR MATCH SUBTOTAL				$ 361,290	25.1%
TOTAL PROGRAMMED FUNDING	$ -	$ 15,151	$ 1,423,866	$ -	$ 1,439,017	100.0%

FTIP#: LAF9530
PPNO N/A

CFP#F9530
FA# 920000000F9530

ATTACHMENT B

SCOPE OF WORK

Project Title: Central Avenue Regional Commuter Bikeway Project

Project Limits:

Central Avenue from Kona Drive on the South to El Segundo Boulevard on the north.

Project Description:

Central Avenue Regional Commuter Bikeway Project is a buffered bike lane project located in the City of Compton. The project area corridor extends approximately 3.2 miles from just south of State Route 91 (on the south) to just south of Interstate 105 (on the north). More specifically, the project limits are from Kona Drive on the south to El Segundo Boulevard on the north. This project will serve the large student commuter population of California State University Dominguez Hills on the south to aid in the bikeway connection of the Metro Green Line Harbor Freeway Station, Avalon Station, and Compton Station to the north. This corridor represents one of the most significant continuous north/south transportation corridors in Los Angeles County.

Project Funding:

PROJECT ITEM	Grant funds (LACMTA)	LOCAL AGENCY (LACMTA Federal Earmark Exchange Funds)	TOTAL
Construction and Project Management	1,077,727	361,290	1,391,537
TOTAL BUDGET COST	1,077,727	361,290	1,439,017

FTIP#: LAF9530
PPNO N/A

CFP#F9530
FA# 920000000F9530

Estimated Project Costs:

Item #	Item Description	Quantity	Unit	Unit Cost	Total Cost
1.	Demolition, Site Preparation, Inspection, Permits, TCM	1	LS	$175,000	$175,000
2.	A/C Paving (bike land 9000 ft. length by 30 ft. wide	6,518	TN	$75.00	$488,850
3.	Striping (bike lane, buffer and intersections)	16,000	Linear foot	$5.00	$80,000
4.	Signage (approximately 500 feet apart)	50	Each	$300.00	$15,000
5.	Cycle Lane Separator (Zebra Armadillos) (8ft apart)	3,000	Each	$60.00	$180,000
6.	Curb and Gutter Installation (500 ft missing curb/gutter)	500	Linear Foot	$25.00	$12,500
7.	PPC Concrete Sidewalk (5' wide) sidewalk gap closures	17,625	Square Foot	$9.00	$158,625
8.	Grading and slop retainer (retaining wall)	300	Linear Foot	$120.00	$36,000
9.	Pedestrian-level lights and poles	10	Each	$800.00	$8,000
10.	Roadway Improvements (associated RRR improvements)				$100,000
11.	Administration/Project Management				$60,000
12.	Construction Engineering (12% of construction)				$12,960
13.	Contingency (10%)				$10,800
14.	Before and After Analysis				$12,500
15.	Miscellaneous				$88,782
	Grand Total				$1,439,017

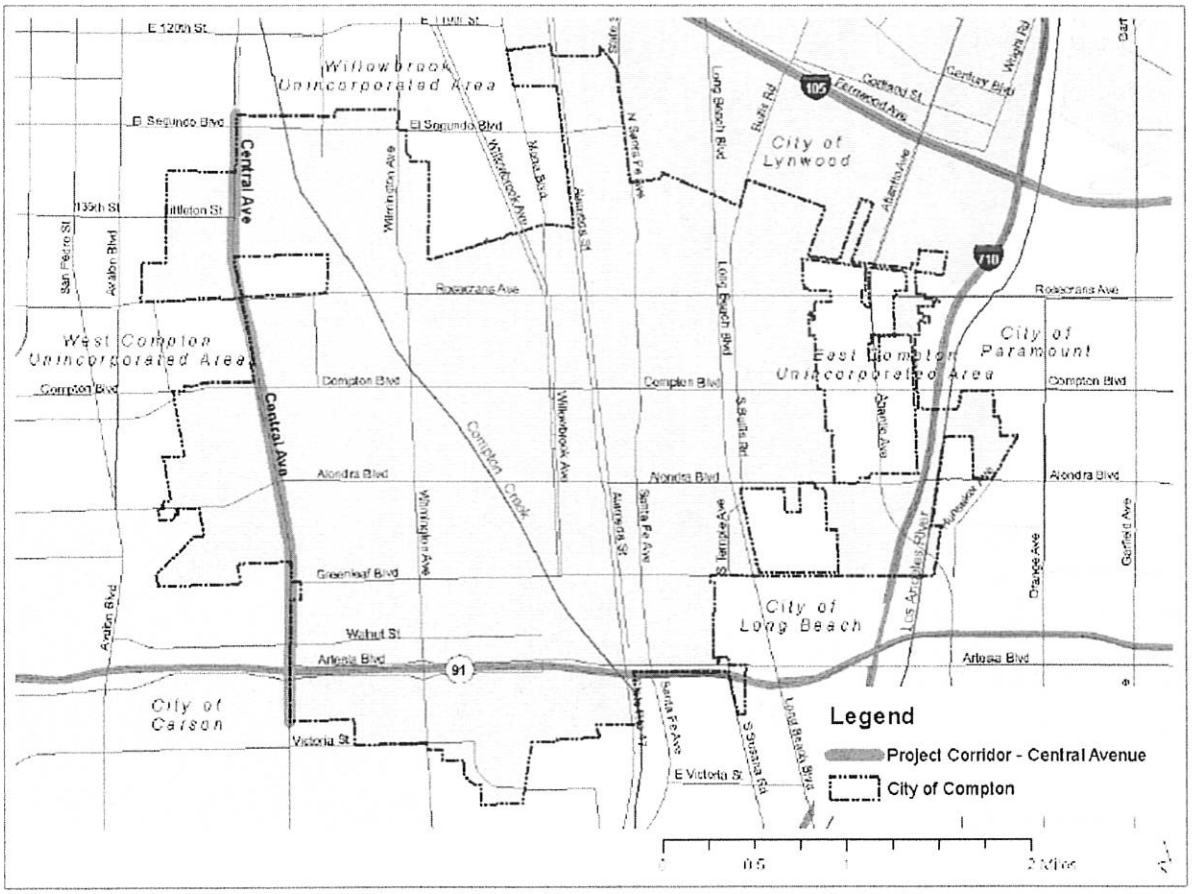
FTIP#: LAF9530
PPNO N/A

CFP#F9530
FA# 920000000F9530

Milestones:

Milestones	Begin	End	Duration
• Execute FA	January 2018	May 2018	4 months
• Advertise Bid & Award Construction	September 2019	December 2019	3 months
• Issue NTP	January 2019	February 2019	1 months
• Construction	January 2020	July 2020	6 months
• Report of Completion/ Project Close out	September 2020	December 2020	3 months

Project Map:



FA ATTACHMENT C
REPORTING & EXPENDITURE GUIDELINES

REPORTING PROCEDURES

- Quarterly Progress/Expenditure Report (**Attachment C-1**) is required for all projects. The GRANTEE shall be subject to and comply with all applicable requirements of the funding agency regarding project-reporting requirements. In addition, GRANTEE will submit a quarterly report to the LACMTA at ACCOUNTSPAYABLE@METRO.NET or by mail to **Los Angeles County Metropolitan Transportation Authority, Accounts Payable, P. O. Box 512296, Los Angeles, California 90051-0296.** Please note that letters or other forms of documentation may not be substituted for this form.

- The Quarterly Progress/Expenditure Report covers all activities related to the project and lists all costs incurred. It is essential that GRANTEE provide complete and adequate response to all the questions. The expenses listed must be supported by appropriate documentation with a clear explanation of the purpose and relevance of each expense to the project. Expenses must reflect the proportionate share of local match, including in-kind, charged to the grant.

- In cases where there are no activities to report, or problems causing delays, clear explanation, including actions to remedy the situation, must be provided.

- GRANTEES are required to track and report on the project schedule. LACMTA will monitor the timely use of funds and delivery of projects. Project delay, if any, must be reported each quarter. Projects not delivered in a timely manner will be reevaluated by LACMTA as part of the annual Call for Projects Recertification process and the Funds may be deobligated and reprogrammed by the LACMTA Board.

- The Quarterly Progress/Expenditure Report is due to the LACMTA as soon as possible after the close of each quarter, but no later than the following dates for each fiscal year:

Quarter	*Report Due Date*
July –September	November 30
October - December	February 28
January - March	May 31
April - June	August 31

Upon completion of the Project a final report that includes project's final evaluation must be submitted.

EXPENDITURE GUIDELINES

- Any activity or expense charged above and beyond the approved Scope-of-Work (**Attachment B)** is considered ineligible and will not be reimbursed by the LACMTA unless prior written authorization has been granted by the LACMTA Chief Executive Officer or his/her designee.

- Any expense charged to the grant or local match, including in-kind, must be clearly and directly related to the project.

- Any activity or expense charged as local match cannot be applied to any other LACMTA-funded or non-LACMTA-funded projects; activities or expenses related to a previously funded project cannot be used as local match for the current project.

- Administrative cost is the ongoing expense incurred by the GRANTEE for the duration of the project and for the direct benefit of the project as specified in the Scope-of-Work (**Attachment B**). Examples of administrative costs are personnel, office supplies, and equipment. As a condition for eligibility, all costs must be necessary for maintaining, monitoring, coordinating, reporting and budgeting of the project. Additionally, expenses must be reasonable and appropriate to the activities related to the project.

- LACMTA is not responsible for, and will not reimburse any costs incurred by the GRANTEE prior to the Effective Date of the FA, unless written authorization has been granted by the LACMTA Chief Executive Officer or his/ her designee.

DEFINITIONS

- Local Participation: Where local participation consists of "in-kind" contributions rather than funds, the following contributions may be included:
    - Costs incurred by a local jurisdiction to successfully complete the project. Examples include engineering, design, rights-of-way purchase, and construction management costs.
    - Donations of land, building space, supplies, equipment, loaned equipment, or loaned building space dedicated to the project.
    - Donations of volunteer services dedicated to the project.
    - A third-party contribution of services, land, building space, supplies or equipment dedicated to the project.

- Allowable Cost: To be allowable, costs must be reasonable, recognized as ordinary and necessary, consistent with established practices of the organization, and consistent with industry standard of pay for work classification.

- Excessive Cost: Any expense deemed "excessive" by LACMTA staff would be adjusted to reflect a "reasonable and customary" level. For detail definition of "reasonable cost",

please refer to the Federal Register *OMB Circulars A-87 Cost Principals for State and Local Governments; and A-122 Cost Principals for Nonprofit Organizations.*

- Ineligible Expenditures: Any activity or expense charged above and beyond the approved Scope-of-Work is considered ineligible.

#6.

LACMTA FA ATTACHMENT C-1

QUARTERLY PROGRESS / EXPENSE REPORT

Grantee To Complete	
Invoice #	
Invoice Date	
FA#	920000000F
Quarterly Report #	

GRANTEES ARE REQUESTED TO EMAIL THIS REPORT TO

ACCOUNTSPAYABLE@METRO.NET

or by mail to Los Angeles County Metropolitan Transportation Authority
Accounts Payable, P. O. Box 512296, Los Angeles, CA 90051-0296
after the close of each quarter, but no later than November 30, February 28, May 31 and August 31. Please note that letters or other forms of documentation may not be substituted for this form. Refer to the Reporting and Expenditure Guidelines (Attachment C) for further information.

SECTION 1: QUARTERLY EXPENSE REPORT

Please itemize grant-related charges for this Quarter on Page 5 of this report and include totals in this Section.

	LACMTA Grant $	Local Match (Incl. In-Kind) $	Local Match %	Total $
Project Quarter Expenditure				
This Quarter Expenditure				
Retention Amount				
Net Invoice Amount (Less Retention)				
Project-to-Date Expenditure				
Funds Expended to Date (Include this Quarter)				
Total Project Budget				
% of Project Budget Expended to Date				
Balance Remaining				

SECTION 2: GENERAL INFORMATION

PROJECT TITLE: _____

FA #: _____

QUARTERLY REPORT SUBMITTED FOR:

Fiscal Year : ☐ 2014-2015 ☐ 2015-2016 ☐ 2016-2017
☐ 2017-2018 ☐ 2018-2019 ☐ 2019-2020

Quarter : ☐ Q1: Jul - Sep ☐ Q2: Oct - Dec
☐ Q3: Jan - Mar ☐ Q4: Apr - Jun

DATE SUBMITTED: _____

LACMTA MODAL CATEGORY:

☐ RSTI ☐ Pedestrian ☐ Signal Synchronization
☐ TDM ☐ Bicycle ☐ Goods Movement
☐ Transit

LACMTA Project Manager	Name:	
	Phone Number:	
	E-mail:	

Project Sponsor Contact / Project Manager	Contact Name:	
	Job Title:	
	Department:	
	City / Agency:	
	Mailing Address:	
	Phone Number:	
	E-mail:	

#6.

SECTION 3 : QUARTERLY PROGRESS REPORT

1. DELIVERABLES & MILESTONES

List all deliverables and milestones as stated in the FA, with start and end dates. Calculate the total project duration. ***DO NOT CHANGE THE ORIGINAL FA MILESTONE START AND END DATES SHOWN IN THE 2ND AND 3RD COLUMNS BELOW.***

Grantees must make every effort to accurately portray milestone dates in the original FA Scope of Work, since this will provide the basis for calculating any project delay. If milestone start and/or end dates change from those stated in the Original FA Scope of Work, indicate the new dates under Actual Schedule below and re-calculate the project duration. However, this does not change the original milestones in your FA. PER YOUR FA AGREEMENT, ANY CHANGES TO THE PROJECT SCHEDULE MUST BE FORMALLY SUBMITTED UNDER SEPARATE COVER TO LACMTA FOR WRITTEN CONCURRENCE.

FA Milestones	Original FA Schedule in Scope of Work		Actual Schedule	
	Start Date	End Date	Start Date	End Date
Environmental Clearance				
Design Bid & Award				
Design				
Right-of-Way Acquisition				
Construction Bid & Award				
Ground Breaking Event				
Construction				
Ribbon Cutting Event				
Total Project Duration (Months)				

2. PROJECT COMPLETION

A. Based on the comparison of the original and actual project milestone schedules above, project is (select only one) :

☐ On schedule per original FA schedule

☐ Less than 12 months behind original schedule

☐ Between 12-24 months behind original schedule

☐ More than 24 months behind original schedule

B. Was the project design started within 6 months of the date originally stated in the FA?

☐ Yes ☐ No ☐ Not Applicable

C. Was a construction contract or capital purchase executed within 9 months after completion of design / specifications?

☐ Yes ☐ No ☐ Not Applicable

3. TASKS / MILESTONES ACCOMPLISHED

List tasks or milestones accomplished and progress made this quarter.

4. PROJECT DELAY

If project is delayed, describe reasons for delay (this quarter). Pay particular attention to schedule delays. If delay is for the same reason as mentioned in previous quarters, please indicate by writing "Same as Previous Quarter".

5. ACTION ITEMS TO RESOLVE DELAY

If the project is delayed (as described in #4), include action items that have been, or will be, undertaken to resolve the delay.

#6.

SECTION 4: ITEMIZED LISTING OF EXPENSES AND CHARGES THIS QUARTER

All expenses and charges, including grant and local match, must be itemized and listed below. Each item listed must be verifiable by an invoice and/or other proper documentation. The total amounts shown here must be equal to this quarter's expenditures listed on page 1 of this report. All expenses and charges must be reflective of the approved budget and rates as shown in the FA Attachment B, Scope of Work. Use additional pages if needed.

	ITEM	INVOICE #	TOTAL EXPENSES / CHARGES	$ CHARGED TO LACMTA GRANT	$ CHARGED TO LOCAL MATCH
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
TOTAL					

Notes:

1. Local match spent in each quarter, must be in the appropriate proportion to LACMTA grant.

2. All receipts, invoices, and time sheets, attached and included with this Expense Report must be listed and shown under the Invoice Number column of the Itemized Listing (above).

Invoice Payment Information:

LACMTA will make all disbursements electronically unless an exception is requested in writing.
ACH Payments require that you complete an ACH Request Form and fax it to Accounts Payable at 213-922-6107
ACH Request Forms can be found at www.metro.net/callforprojects.
Written exception requests for Check Payments should be completed and faxed to Accounts Payable at 213-922-6107.

I certify that I am the responsible Project Manager or fiscal officer and representative of _____ _____ and that to the best of my knowledge and belief the information stated in this report is true and correct.

_____ _____

Signature *Date*

_____ _____

Name *Title*

Los Angeles Metropolitan Transportation Authority

2017 Federal Transportation Improvement Program ($000)

TIP ID **LAF9530** | **Implementing Agency** **Compton, City of**

Project Description: Enhance safety/improve non-motorized transportation travels along Central Av by installing protective buffered bike lanes, improving intersection crossings and closing sidewalk gaps

SCAG RTP Project #: 1O1007
Study:N/A Is Model: NO Model #:
PM: Wendell Johnson, P.E. - (310) 605-5625
Email: wjohnson@comptoncity.org
LS: N LS GROUP#:
Conformity Category: TCM Committed

System :Local Hwy Route : Postmile: Distance: Phase: Environmental Document/Pre-Design Phase (PAED) Completion Date 08/01/2021

Lane # Extd: Lane # Prop: Imprv Desc: Air Basin: SCAB Envir Doc: CATEGORICALLY EXEMPT - 12/31/2016

Toll Rate: Toll Colc Loc: Toll Method: Hov acs eg loc: Uza: Los Angeles-Long Beach-Santa Ana Sub-Area: Other Sub-Region: Gateway Cities Area

CTIPS ID: EA #: PPNO:

Program Code: NCN25 - BICYCLE & PEDESTRAIN FACILITIES-NEW Stop Loc:

	PHASE	PRIOR	16/17	17/18	18/19	19/20	20/21	21/22	BEYOND	PROG TOTAL
	PE									
	RW									
	CON									
	SUBTOTAL									
LTF - Local Transportation	PE			$11	$0					$11
	RW			$0	$0					$0
	CON			$0	$1,066					$1,066
	SUBTOTAL			$11	$1,066					$1,077
PC25 - 2016 Earmark Repurposing	PE			$4	$0					$4
	RW			$0	$0					$0
	CON			$0	$358					$358
	SUBTOTAL			$4	$358					$362
	TOTAL			$15	$1,424					$1,439

TOTAL PE: $15 **TOTAL RW: $0** **TOTAL CON: $1,424**

- General Comment: FTIP update to reflect funding to PC25 2016 Earmark Repurposing
- Mdeling Comment:
- TCM Comment:
- Narrative:
Total project cost increased from $1,438 to $1,439
Project cost increased by $1 and by 0.07%
Programming amount in the active FTIP years increased by $1 and by 0.07%

Increase Funding
CITY:
— Delete funds in 17/18 in CON for $4
CITY:
— Delete funds in 18/19 in CON for $357
LTF:
► Add funds in 17/18 in ENG for $11
— Delete funds in 17/18 in CON for $11
PC25:
► Add funds in 17/18 in ENG for $4
PC25:
► Add funds in 18/19 in CON for $358

Last Revised Amendment 17-20 - Accepted Change reason:MINOR CHANGE Total Cost **$1,439**

FTIP#: F9530
PPNO: N/A

CFP# F9530
FA# 920000000F9530

ATTACHMENT E-1
SPECIAL GRANT CONDITIONS

The 2015 COUNTYWIDE CALL FOR PROJECTS Board Report No. 23 dated September 16, 2015 included various projects specific condition imposed by the LACMTA.

- Bicycle and Pedestrian Counts – GRANTEE must collect before- and after- bicycle and pedestrian counts (when applicable and as directed by the Metro Project Manager) on a mid-week day and weekend, excluding winter months. The "after" counts should not be taken until six (6) months after the completion of the project. GRANTEE shall submit bicycle and pedestrian count data and upload the data to the SCAG/Metro Bike County Data Clearinghouse (http://www.bikecounts.luskin.ucla.edu/). The methodology for conducting counts is described in "conducting Bicycle and Pedestrian Counts", a manual jointly produced by the Southern California Association of Governments (SCAG) and Metro. The manual is available at http://www.metro.net/projects/call_projects/.

- Complete Streets – GRANTEE must comply with the California Complete Streets Act of 2008 prior to the first programming year. To comply, sponsors must either modify their adopted General Plan Circulation Element to identify how they will provide for the mobility needs of all users of the roadway or adopt a City Council resolution indicating their support of Complete Streets. Proof of compliance must be submitted to the Metro Project Manager prior to execution of the funding agreement and will be an attachment to the agreement.

- GRANTEE is required to coordinate and seek input with Metro Planning and Operations and other municipal operators for any potential effect to transit service as necessary.

- Class I (off-street bike path), Class IV (cycle-tracks), and Class II buffered/protected bicycle lanes and enhanced bicycle boulevards (with physical traffic calming elements on parallel low-volume streets) may be substituted for bike improvements originally included in the scope, and must be pre-approved by the Metro Project Manager. Class III (routes) bicycle facilities without physical traffic calming devices are not eligible for funding.

- If the City chooses to contract with a vendor other than Metro's Bikeshare vendor, they will not be eligible for Operations and Maintenance support unless they agree to the interoperability objectives (including fully participating in a title sponsorship program) outlined in the July 2015 Board Meeting.

3. Grantee shall report on the implementation of the Plan. As part of the Project closeout, Grantee shall certify that the Plan has been completed, with approval from the LACMTA Sustainability Policy Manager.

4. LACMTA's Sustainability Policy Manager Contact Information:
   Paul Backstrom
   BackstromP@metro.net
   (213) 922-2183

FTIP#: LAF9530
PPNO: N/A

CFP#F9530
FA# 920000000F9530

ATTACHMENT E-2
SUSTAINABLE DESIGN ELEMENTS REQUIREMENTS
SPECIAL GRANT CONDITIONS

1. Grantee shall ensure its Project is in compliance with the LACMTA Sustainable Design Elements Requirements by meeting the following conditions:

    a. Grantee shall attend the LACMTA-hosted training on sustainable design prior to the initiation of the construction phase. The LACMTA training on sustainable design will be held every Fall. For training details, Grantee shall be responsible for contacting the LACMTA Sustainability Policy Manager.

    b. Grantee shall develop a Sustainable Design Plan (Plan), for LACMTA review and approval, that contains, at a minimum, the following elements:

        1. A list of the sustainable design elements which will be included in the Project.

        2. A summary description of mitigation measures committed through project environmental review.

        3. A detail description of how the Project's proposed sustainable design elements will achieve either (1) the LACMTA Sustainable Design Performance Metrics ("LACMTA Metrics"), found in Appendix J of the Call for Projects Application; or (2) Alternative Metrics, as defined below. If Grantee desires to use an Alternative Metrics, the Plan must establish the alternative set of performance metrics Grantee intends to use.

        4. A description of how Grantee will achieve each LACMTA Metrics or the Alternative Metrics, as applicable to the Scope of Work.

    The "Alternative Metrics" is defined as any alternative metrics that exceeds business-as-usual performance in the following areas: energy and water use; waste reduction; stormwater management; and reduction of urban heat island effects, as applicable to the Scope of Work. Grantee may cite performance metrics from standardized sources including but not limited to LEED, LEED-ND, Envision, and Sites Initiative.

2. Prior to initiation of the construction phase of the Project, Grantee must be found in compliance with the Plan. Grantee's compliance with the Plan can be determined in one of two ways: the LACMTA Sustainability Policy Manager shall determine and certify Grantee's compliance with the Plan or the Grantee must provide written self-certification of compliance to the LACMTA Sustainability Policy Manager with these conditions found in Section 1(b).

CITY LETTERHEAD

FA Attachment F
PROJECT READINESS CERTIFICATION

As part of the 2015 Call for Projects, the LACMTA Board of Directors, authorized a grant to GRANTEE for the Central Avenue Regional Commuter Bikeway Project (the "Project").

Prior to execution of Funding Agreement for the Project, GRANTEE must assure LACMTA that GRANTEE has taken the necessary steps to ensure that the Project will be appropriately staffed, that the Project will be appropriately funded, and that the Project will be completed in a timely manner.

The undersigned, duly qualified and serving as City Manager for the City of Compton, certifies that the below Project Readiness actions have been duly authorized and approved by its Governing Authority. The undersigned further certifies that the information submitted herein is true and accurate to the best of his/her knowledge.

_____ _____

Signature Date

1) GRANTEE has incorporated the Project into the adopted Capital Improvement Program (CIP). The date the adopted CIP included the Project is set forth below and attached to this Certification is the CIP cover page and the date showing the Project.

Date of Adoption

2) GRANTEE hereby commits to provide its Local Match amount accepted by the LACMTA Board as follows:

Metro Grant Amount (LTF)	Local Match Amount (LACMTA Federal Earmark Exchange Funds)	Total Project Cost
$ 1,077,727	$ 361,290	$ 1,439,017

3) GRANTEE hereby commits to the following Staffing Plan for the Project:

Staff Name	Job Title	% Project Responsibility

4) GRANTEE hereby commits to deliver the Project by the Project Lapse Date.

Project Lapse Date: June 30, 2021

5) GRANTEE has submitted all of the foregoing to the Governing Authority of GRANTEE for approval in the date set forth below.

Date of Governing Authority Approval

(Submit Governing Authority Clerk stamped agenda/minutes)

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LOCAL TRANSPORTATION FUNDING AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY TO PROVIDE FUNDING FOR THE CENTRAL AVENUE REGIONAL COMMUTER BIKEWAY PROJECT**

Wendell Johnson	**7/10/2018 11:01:45 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/18/2018 9:07:46 PM**
CITY ATTORNEY	DATE
Rafaela King	**7/18/2018 8:25:24 PM**
CITY CONTROLLER	DATE
Cecil Rhambo	**7/11/2018 9:54:49 AM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **MARVIN C. HUNT, DIRECTOR**
PARKS AND RECREATION DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZE THE ACCEPTANCE AND APPROPRIATION OF A $5,000 GIFT FROM MAJOR LEAGUE BASEBALL URBAN YOUTH ACADEMY AND ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $4,685.63 TO COMPTON BASEBALL ACADEMY TEAMS FOR THE PURCHASE OF UNIFORMS FOR THE CITY OF COMPTON YOUTH BASEBALL LEAGUE**

SUMMARY

Adoption of the attached resolution will authorize amending the 2018-2019 Fiscal Year budget to accept and appropriate a gift of Five Thousand Dollars ($5,000.00) from the Major League Baseball Urban Youth Academy for purchase of baseball uniforms and issue a purchase order in the amount of Four Thousand Six Hundred Eighty Five Dollars and Sixty-Three Cents ($4,685.63) to the Compton Baseball Teams (“CBAT”) for the purchase of 250 baseball uniforms for use by the City of Compton Youth Baseball League.

BACKGROUND

The Parks and Recreation Department (“Department”) is committed to improving the overall quality of life for all Compton residents by providing access to diverse year-round recreation programs and activities. In 2018, the Department has been very successful in growing its youth baseball program to over twenty-five (25) teams and almost three hundred (300) participants. This success has not only enabled Compton’s youth to develop the skills necessary to excel in the sport of baseball, it has garnered financial support from Major League Baseball, the oldest of the four (4) major professional sports leagues in the country.

Major League Baseball's first Urban Youth Academy was founded in 2006 in the City of Compton. The Urban Youth Academy’s (“Academy”) goal is to provide meaningful contributions for the purpose of growing the game of baseball in urban communities. The Academy has provided a host of in-kind donations; such as, youth skill camps, coaches and umpire trainings, equipment and now would like to sponsor the “2018 Compton Youth Baseball” season by donating Five Thousand Dollars ($5,000.00) for the purchase of uniforms.

STATEMENT OF ISSUE

Major League Baseball Urban Youth Academy wishes to award the City of Compton a gift, consisting of Five Thousand Dollars ($5,000.00) for the City of Compton's Youth Baseball League. The donation is to be used for the purpose of securing baseball uniforms. Major League Baseball secured the services of Compton Baseball Academy to facilitate the procurement of the uniforms to ensure the donation will be utilized in the most cost effective way. CBAT was selected to assist with this task because the integral role it has played to promote baseball in the community and its services to provide high quality baseball uniforms since 1998. Operating year-round baseball, CBAT's has established deep roots in the baseball community both inside of Compton and abroad. CBAT's primary function is to secure proper baseball equipment, deliver uniforms along with printing designs.

Given that the contractor (i.e. CBAT) was selected by Major League Baseball Urban Youth Academy, the City's procurement process was not utilized. Major League Baseball Urban Youth Academy worked directly with CBAT to develop the uniform design to the include logos, placement, and production. The donation received by the Academy will be used to pay for the purchase of the baseball uniforms.

FISCAL IMPACT

There is no fiscal impact to the City; however, the 2018-2019 Fiscal Year budget will need to be amended to accept and appropriate the $5,000.00 gift and issue a purchase order in the amount of $4,685.63 as follows:

Increase Revenue:

Account No.	Account Description	Amount
1001-3980	Miscellaneous Revenue	$5,000

Increase Expenditure:

Account No.	Account Description	Amount
1001-840-0000-4249	Special Department Expense	$4,690

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZE THE ACCEPTANCE AND APPROPRIATION OF A $5,000 GIFT FROM MAJOR LEAGUE BASEBALL URBAN YOUTH ACADEMY AND ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $4,685.63 TO COMPTON BASEBALL ACADEMY TEAMS FOR THE PURCHASE OF UNIFORMS FOR THE CITY OF COMPTON YOUTH BASEBALL LEAGUE

WHEREAS, the Parks and Recreation Department ("Department") is committed to improving the overall quality of life for all Compton residents by providing access to diverse year-round recreation programs and activities; and

WHEREAS, in 2018, the Department has been very successful in growing its youth baseball program to over twenty-five (25) teams and almost three hundred (300) participants and this success has not only enabled Compton's youth to develop the skills necessary to excel in the sport of baseball, it has garnered financial support from Major League Baseball, the oldest of the four (4) major professional sports leagues in the country; and

WHEREAS, Major League Baseball's first Urban Youth Academy ("Academy") was founded in 2006 in the City of Compton with the Academy's goal of providing meaningful contributions for the purpose of growing the game of baseball in urban communities; and

WHEREAS, Major League Baseball Urban Youth Academy wishes to award the City of Compton a gift, consisting of Five Thousand Dollars ($5,000.00) for the City of Compton's Youth Baseball League to be used for the purpose of securing baseball uniforms; and

WHEREAS, given that the vendor selected from which to purchase the baseball uniforms – Compton Baseball Teams (i.e. CBAT) was selected by the Major League Baseball Urban Youth Academy, the City's standard procurement process was not utilized, rather Major League Baseball Urban Youth Academy worked directly with CBAT to develop the uniform design to the include logos, placement, and production; and

WHEREAS, the 2018-2019 Fiscal Year budget will need to be amended to accept and appropriate the $5,000.00 gift and issue a purchase order in the amount of $4,685.63 to CBAT.

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

SECTION 1. That the Five Thousand Dollar ($5,000.00) donation from the Major League Baseball Urban Youth Academy to the City of Compton for the purchase of baseball uniforms for the City of Compton Baseball League is hereby accepted.

SECTION 2. That the 2018-2019 Fiscal Year budget shall be amended to appropriate the $5,000.00 donation from the Major League Baseball Urban Youth Academy as follows:

#7.

Increase Revenue

Account No.	Account Description	Amount
1001-3980	Miscellaneous Revenue	$5,000

Increase Expenditure

Account No.	Account Description	Amount
1001-840-0000-4249	Special Department Expense	$4,690

SECTION 3. That a purchase order is authorized to be issued from Account No. 1001-840-0000-4249 to Compton Baseball Academy Teams in the amount of $4,685.63 for the purchase of 250 baseball uniforms for use by the City of Compton Youth Baseball League.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Parks and Recreation Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
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

RESOLUTION NO. _____
PAGE 3

I, Alita Godwin, 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 _____, 2018.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

Compton Baseball Academy Teams

470 West Palmer Street
Compton, CA 90220
310-901-1153
CBATs
comptonbats@aol.com

Invoice

Date	Invoice#
04/24/18	2589

Name / Address	Ship To
City of Compton Rec Department 205 S Willowbrook Ave Compton, CA 90220	City of Compton Rec Department 205 S Willowbrook Ave Compton, CA 90220

Customer Phone	310-605-5500

Rep Full Name	Rep	P.O. No.	Terms	FOB	Contact Person
Gerald Pickens	olivi		Due on receipt		

Item	Description	Qty	Cost Per	Total
111013	Playball Logo	250	$3.50	$875.00
111014	Youth Academy Logo	250	$3.50	$875.00
111015	Chevy Logo	250	$3.50	$875.00
111016	City of Compton Front logo	250	$4.50	$1,125.00
251013	6 in' number	250	$2.00	$500.00

Prices includes cost of material and product and Setup

Subtotal	$4,250.00
Sales Tax (10.25%)	$435.63
Total	$4,685.63

Phone #	E-mail	Web Site
310-901-1153	comptonbats@aol.com	

#7.

REORDER CHECKSEAL (888) 624-5788

MAJOR LEAGUE BASEBALL URBAN YOUTH FUND

Vendor No. 136214

Check No. 00003902

Date 05/17/18

Inv Number	Description	Inv Date	Amount
050818	2018 RBI Start Up Leag	05/08/18	5,000.00

Total Amount: $ 5,000.00

Remittance Advice

THIS CHECK IS VOID WITHOUT A BLUE & RED BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

MAJOR LEAGUE BASEBALL URBAN YOUTH FUND
245 PARK AVENUE
NEW YORK, NY 10167
Bank of America
Customer Connection
Dallas, Texas 75283-2408

No. 00003902

32-1
1110

Number	Date
00003902	05/17/18

VOID if not cashed within 90 days

PAY FIVE THOUSAND AND 00/100********** $*****5,000.00

PAY TO THE ORDER OF
City of Compton
Park Recreation Department
205 South Willowbrook Ave
Compton CA 90221

Authorized Signature

SIGNATURE HAS A COLORED BACKGROUND • BORDER CONTAINS MICROPRINTING

⑈00003902⑈ ⑆111000014⑆ 375184108⑈

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Recreation**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZE THE ACCEPTANCE AND APPROPRIATION OF A $5,000 GIFT FROM MAJOR LEAGUE BASEBALL URBAN YOUTH ACADEMY AND ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF $4,685.63 TO COMPTON BASEBALL TEAMS FOR THE PURCHASE OF UNIFORMS FOR THE CITY OF COMPTION YOUTH BASEBALL LEAGUE**

Marvin Hunt — **7/10/2018 9:35:19 AM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **7/18/2018 9:31:44 PM**
CITY ATTORNEY — DATE

Rafaela King — **7/18/2018 8:11:58 PM**
CITY CONTROLLER — DATE

Cecil Rhambo — **7/10/2018 12:34:24 PM**
CITY MANAGER — DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS FOR FISCAL YEAR 2018-2019 ($12,000)

SUMMARY

Adoption of this resolution authorizes the City Manager to accept the bid of Westerly Meter Service Company in the amount of Twelve Thousand Dollars ($12,000.00) for the repair, maintenance, testing and calibration of large water meters during Fiscal Year 2018-2019 and establish a purchase order.

BACKGROUND

The Compton Municipal Water Department ("Department") is responsible for constructing, inspecting, maintaining, repairing and replacing water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and supplies for domestic water service throughout the City.

STATEMENT OF ISSUE

All testing and calibrating of large water meters must meet American Water Works Association ("AWWA") standards. The Department advertised for bids for the repair, maintenance, testing and calibration of large water meters for Fiscal Year 2018-2019. The following bids were received on July 5, 2018:

VENDOR	AMOUNT
Westerly Meter Service Company	**$12,000.00**
Ferguson Water Works	$60,000.00

Staff reviewed the bids submitted and selected the bid of Westerly Meter Service Company as the lowest responsible bidder.

FINANCIAL IMPACT

Funds in the amount of $12,000.00 have been allocated in the Water Department's Fiscal Year 2018-2019 Budget in Account Number 5000-880-000-4754.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution.

KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS FOR FISCAL YEAR 2018-2019 ($12,000)

WHEREAS, the Compton Municipal Water Department ("Department") is responsible for constructing, inspecting, maintaining, repairing and replacing water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and supplies for domestic water service throughout the City' and

WHEREAS, all testing and calibrating of large water meters must meet American Water Works Association ("AWWA") standards; and

WHEREAS, the Department advertised for bids for the repair, maintenance, testing and calibration of large water meters for Fiscal Year 2018-2019 and the following bids were received on July 5, 2018:

VENDOR	**AMOUNT**
Westerly Meter Service Company	**$12,000.00**
Ferguson Water Works	$60,000.00

WHEREAS, staff reviewed the bids submitted and selected the bid of Westerly Meter Service Company as the lowest responsible bidder at the price of $12,000.00; and

WHEREAS, funds for this expeniture have been allocated in the Municipal Water Department's Fiscal Year 2018-2019 budget.

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

SECTION 1. That the bid of Westerly Meter Service Company in the amount of Twelve Thousand Dollars ($12,000.00) for the repair, maintenance, testing and calibration of large water meters is hereby accepted.

SECTION 2. That funds for these services are available in the Municipal Water Department's Fiscal Year 2018-2019 Budget in Account Number 5000-880-000-4754.

SECTION 3. That the City Manager is hereby authorized to establish a purchase order to Westerly Meter Service Company in the amount of Twelve Thousand Dollars ($12,000.00).

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and Municipal Water Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____

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, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council at a regular meeting thereof on the _____ day of _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS FOR FISCAL YEAR 2018-2019 ($12,000)**

Kenneth Holcomb	**7/12/2018 3:06:22 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/19/2018 10:24:59 AM**
CITY ATTORNEY	DATE
Rafaela King	**7/18/2018 9:22:43 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/16/2018 11:02:05 AM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER**
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR ARMORCAST PRODUCTS COMPANY TO FURNISH AND DELIVER RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEAR 2018-2019 ($32,598.17)**

SUMMARY

This resolution authorizes the City Manager to accept the bid of Armorcast Products Company in the amount of Thirty Two Thousand Five Hundred Ninety Eight Dollars and Seventeen Cents ($32,598.17) for the purchase and delivery of RPM polymer construction meter boxes and covers needed by the Compton Municipal Water Department during Fiscal Year 2018-2019 and establish a purchase order.

BACKGROUND

The Compton Municipal Water Department ("Department") is responsible for constructing, inspecting, maintaining, repairing and replacing water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and supplies for domestic water service throughout the City.

It is necessary for the Department to have supplies for the repair and maintenance of the water distribution system. The Department replenishes supplies on a regular basis to have them readily available for routine and emergency activities. The Department is currently in the process of replacing old cement meter boxes and covers, in addition to the need for a supply of new boxes and covers for new construction.

STATEMENT OF ISSUE

The Department advertised for bids for the furnishing and delivery of RPM polymer construction meter boxes and covers for Fiscal Year 2018-2019. Sealed bids were received on Thursday July 5, 2018 and bids were received from the following vendors:

VENDOR	AMOUNT
Armorcast Product	**$32,598.17**
Brandon Supply Corp.	**(No Bid)**

Staff reviewed the bid submitted by Armorcast Products Company and determined it to be responsive, responsible and the bid amount reasonable and within industry standards.

FINANCIAL IMPACT

The cost for RPM Polymer Construction Meter Boxes and Covers is of $32,598.17. Funds have been allocated in the Water Department's Fiscal Year 2018-2019 Budget in Account Number 5000-880-000-4235, to be paid in increments as billed by invoice.

RECOMMENDATION

It is staff's recommendation that the City Council adopt the attached Resolution.

**KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR ARMORCAST PRODUCTS COMPANY TO FURNISH AND DELIVER RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEAR 2018-2019 ($32,598.17)

WHEREAS, the Compton Municipal Water Department ("Department") is responsible for constructing, inspecting, maintaining, repairing and replacing water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and supplies for domestic water service throughout the City; and

WHEREAS, it is necessary for the Department to have supplies for the repair and maintenance of the water distribution system; thus, the Department replenishes supplies on a regular basis to have them readily available for routine and emergency activities; and

WHEREAS, the Department advertised for bids for the furnishing and delivery of RPM polymer construction meter boxes and covers for Fiscal Year 2018-2019. Sealed bids were received on Thursday July 5, 2018 and bids were received from the following vendors:

VENDOR	**AMOUNT**
Armorcast Product	**$32,598.17**
Brandon Supply Corp.	**(No Bid)**

WHEREAS, staff reviewed the bid submitted by Armorcast Products Company and determined it to be responsive, responsible and the bid amount reasonable and within industry standards; and

WHEREAS, funds have been allocated in the Water Department's Fiscal Year 2018-2019 Budget in Account Number 5000-880-000-4235, to be paid in increments as billed by invoice.

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

SECTION 1. That the bid of Armorcast Products Company in the amount of Thirty Two Thousand Five Hundred Ninety Eight Dollars and Seventeen Cents ($32,598.17) for the purchase and delivery of RPM polymer construction meter boxes and covers during Fiscal Year 2018-2019 is hereby accepted.

SECTION 2. That the City Manager is hereby authorized to establish a purchase order in the amount of $32,598.17 for Armorcast Products Company for the purchase and delivery of RPM polymer construction meter boxes and covers during Fiscal Year 2018-2019.

SECTION 3. That funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2018-2019 Budget in Account Number 5000-880-000-4235, to be paid in increments as billed by invoice.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and the Compton Municipal Water Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
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, Alita Godwin, 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 _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR ARMOCAST PRODUCTS COMPANY TO FURNISH AND DELIVER RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEAR 2018-2019 ($32,598.17)**

Kenneth Holcomb	**7/19/2018 12:50:23 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/21/2018 2:31:34 AM**
CITY ATTORNEY	DATE
Rafaela King	**7/20/2018 4:49:51 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/19/2018 2:12:49 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: **MAYOR AND CITY COUNCIL**

FROM: **WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE ABATEMENT SERVICES AGREEMENT WITH NEW WEST LANDSCAPING TO PROVIDE ADDITIONAL COMPENSATION AND SUPPLEMENT THE PURCHASE ORDER IN THE AMOUNT OF $50,000**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Third (3rd) Amendment to the Abatement Services Agreement with New West Landscaping to provide additional compensation in the amount of Fifty Thousand Dollars ($50,000.00) for services to be rendered during the second (2nd) year of the agreement and supplement the current purchase order in an amount not to exceed $50,000.00.

BACKGROUND

The City of Compton ("City") is responsible for providing clean-up, removal and haul away services City-wide. The City continues to experience high volume of illegal dumping activities City-wide.

Illegal dumping occurs in alleyways, on vacant private properties, near the freeway underpasses and even near the bike path along Compton Creek. The City also experience illegal dumping on our residential streets. To address the large amounts of illegal dumping that occurs throughout the City; staff requested the assistance of a qualified abatement company to assist field staff in mitigating large amounts of illegal dumping that continues to plague our community.

On October 18, 2016, pursuant to Resolution No. 24,454, the City Council authorized the City Manager to enter into a two (2) year agreement (i.e. November 1, 2016 through October 31, 2018), with two (2) one-year options to renew, with New West Landscaping to provide abatement services City-wide on an "as needed" basis in the amount of $135,000 annually.

Due to excessive illegal dumping activity, the services of the Contractor were utilized more than initially anticipated, exhausting the authorized funding; thus, on April 4, 2017, pursuant to Resolution No. 24,549, the City Council authorized the City Manager to amend (1st Amendment during 1st year of agreement) the agreement to provide additional compensation in the amount of $75,000.00 for the remainder of the 1st year of the agreement (i.e. November 1, 2016 through October 31, 2017).

On March 6, 2018, pursuant to Resolution No. 24,747, City Council authorized the City Manager to amend (2nd Amendment during 2nd year of agreement) the agreement to provide additional compensation in an amount of $55,000.00.

STATEMENT OF THE ISSUE

The City continues to be inundated with illegal dumping activity on its publicly maintained or City-owned properties and the funds that were allocated for the second (2nd) year of the abatement services agreement with New West Landscaping have been exhausted.

New West Landscaping's service for the City pursuant to this agreement has been very satisfactory and staff desires to continue their services through the 2nd term of the agreement.

Therefore, in order to continue utilizing the services of New West Landscaping to provide abatement services on an "as needed" basis through October 13, 2018, City Council's authorization to supplement the purchase order is necessary. All other terms and conditions of the original agreement between the City of Compton and New West Landscaping will remain in effect.

FISCAL IMPACT

Funds in the amount of $50,000.00 are available in the Public Works 2018-2019 Fiscal Year's budget in Account No. 2502-720-000-4269.

ALTERNATIVE

Due to the large amount of illegal dumping activities City-wide, no other alternative is being recommended. The City desires to continue the services of a qualified contractor to provide clean-up, removal and haul away services Citywide.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

WENDELL E. JOHNSON, P.E., (INTERIM) DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE ABATEMENT SERVICES AGREEMENT WITH NEW WEST LANDSCAPING TO PROVIDE ADDITIONAL COMPENSATION AND SUPPLEMENT THE PURCHASE ORDER IN THE AMOUNT OF $50,000

WHEREAS, the City of Compton ("City") is responsible for providing clean-up, removal and haul away services City-wide and City continues to experience high volume of illegal dumping activities City-wide; and

WHEREAS, illegal dumping occurs in alleyways, on vacant private properties, near the freeway underpasses and even near the bike path along Compton Creek and the City also experience illegal dumping on our residential streets; thus, to address the large amounts of illegal dumping that occurs throughout the City; staff requested the assistance of a qualified abatement company to assist field staff in mitigating large amounts of illegal dumping that continues to plague our community; and

WHEREAS, on October 18, 2016, pursuant to Resolution No. 24,454, the City Council authorized the City Manager to enter into a two (2) year abatement services agreement (i.e. November 1, 2016 through October 31, 2018), with two (2) one-year options to renew with New West Landscaping ("Contractor") to provide abatement services City-wide on an "as needed" basis in the amount of $135,000 annually; and

WHEREAS, due to excessive illegal dumping activity, the services of the Contractor were utilized more than initially anticipated, exhausting the authorized funding; thus, on April 4, 2017, pursuant to Resolution No. 24,549, the City Council authorized the City Manager to amend (1st Amendment during 1st year of agreement) the agreement to provide additional compensation in the amount of $75,000.00; and

WHEREAS, on March 6, 2018, pursuant to Resolution No. 24,747, City Council authorized the City Manager to amend (2nd Amendment during 2nd year of agreement) the agreement to provide additional compensation in an amount of $55,000.00; and

WHEREAS, the City continues to be inundated with illegal dumping activity on its publicly maintained or City-owned properties and the funds that were allocated for the second (2nd) year of the abatement services agreement with New West Landscaping have been exhausted; and

WHEREAS, therefore, in order to continue utilizing the services of New West Landscaping to provide abatement services on an "as needed" basis through October 13, 2018, City Council's authorization to supplement the purchase order is necessary. All other terms and conditions of the original agreement between the City of Compton and New West Landscaping will remain in effect; and

WHEREAS, funds for this expenditure are available in the Public Works 2018-2019 Fiscal Year's budget.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a Third (3rd) Amendment to the Abatement Services Agreement with New West Landscaping to provide additional compensation in an amount not to exceed $50,000.00 for City-wide abatement services to be rendered during the remainder of the contract term (i.e. October 31, 2018).

SECTION 2. That funds in the amount of $50,000 are available in the Public Works 2018-2019 Fiscal Year's budget in Account No. 2502-720-000-4269.

SECTION 3. That a supplemental purchase order to provide additional compensation in the amount of $50,000.00 is hereby authorized to be established for New West Landscaping.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
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, Alita Godwin, 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 the _____ day of _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

THIRD AMENDMENT TO
ABATEMENT SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
NEW WEST LANDSCAPING

This **THIRD AMENDMENT** to the Abatement Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **NEW WEST LANDSCAPING** (hereinafter referred to as **"CONTRACTOR"**), located at 1019 West 133rd Street, Gardena, California 90247.

RECITALS:

WHEREAS, on October 18, 2016, the City Council adopted Resolution No. 24,454, which authorized the City Manager to enter into a two (2) year Abatement Services Agreement (i.e. November 1, 2016 through October 31, 2018), with two (2) one-year options to renew, with New West Landscaping ("Contractor") to provide City-wide abatement services on an "as-needed" basis in the amount of $135,000.00 annually; and

WHEREAS, pursuant to the provisions of the Abatement Services Agreement, the Contractor is to render services which include, but are not limited to: trash and debris removal; bulk item removal; weed abatement; alley, roadside, right-of-way cleanup services; and

WHEREAS, due to excessive illegal dumping activity, the services of the Contractor were utilized more than initially anticipated, exhausting the authorized funding; thus, on April 4, 2017, pursuant to Resolution No. 24,549, the City Council authorized the City Manager to amend (1st Amendment) the agreement to provide additional compensation in the amount of $75,000.00; and

WHEREAS, on March 6, 2018, pursuant to Resolution No. 24,747, City Council authorized the City Manager to amend (2nd Amendment during 2nd year of agreement) the agreement to provide additional compensation in an amount of $55,000.00; and

WHEREAS, the City continues to be inundated with illegal dumping activity on its publicly maintained or City-owned properties and the funds that were allocated for the second (2nd) year of the agreement with Contractor have been exhausted; thus, the Parties desire to enter into an amendment to the original Agreement to authorize additional compensation in the amount of Fifty Thousand Dollars ($50,000.00) for further services to be rendered during the remaining contract term (i.e. October 31, 2018); and

WHEREAS, Section 16 of the original Agreement provides that the Agreement may be amended by a written document executed by both parties; and

WHEREAS, by Resolution No. _____, adopted on the __ day of _____, 2018, the City Council authorized the City Manager to amend the abatement services agreement with New West Landscaping to increase the contract compensation for the remainder of the contract term.

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 revise the maximum amount of compensation payable to Contractor for services performed and completed pursuant to the Agreement **during the remainder of the Agreement term (i.e. October 31, 2018)** by providing additional available compensation in the not-to-exceed amount of **Fifty Thousand Dollars ($50,000.00)**, based on a lump sum amount calculated at an hourly rate of **Thirty Seven Dollars ($37.00)**, and agreed to by the City for each project assigned.

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

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **THIRD AMENDMENT** to the above-identified **NEW WEST LANDSCAPING ABATEMENT SERVICES AGREEMENT.**

NEW WEST LANDSCAPING/CONTRACTOR

Dated: _____ **By _____**
Keith Dickerson, Owner

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Wendell E. Johnson, P.E., (Interim) Director
Public Works Department

Approved by:

Dated: _____ **By _____**
Cecil Rhambo, Jr., City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

July 24, 2018

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **ANNETTE POTTS, (INTERIM) GRANTS MANAGER**
CITY MANAGER'S OFFICE

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR 2018-2019 CONSOLIDATED ANNUAL ACTION PLAN AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS**

SUMMARY

Staff requests City Council to conduct a public hearing to receive input on the draft Consolidated Annual Action Plan and use of funds for Fiscal Year (FY) 2018-2019. Upon completion of the public hearing, City Council is requested to adopt and authorize the submission of the U.S. Department of Housing and Urban Development ("HUD") Consolidated Annual Action Plan and use of funds for Fiscal Year 2018-2019 and authorize the City Manager to execute agreements and implement programs therein.

BACKGROUND

The U.S. Department of Housing and Urban Development requires the City of Compton to prepare an Annual Action Plan for each of the 5-years covered by Compton's Consolidated 5-Year Plan (2015-2020). Consolidated Plan regulations combine into a single submission to HUD, the planning and application elements of the Community Development Block Grant ("CDBG") and the HOME Investment Partnership Grant ("HOME"). The City produces the Action Plan annually to ensure its eligibility for CDBG and HOME grant funds.

HUD's Fiscal Year 2018-2019 federal grant allocations for Compton are **$1,574,119** in CDBG funds and $604,126 in HOME funds. The City also received HOME program income in the amount of $700,000 from loan payoffs, which increased the amount available for HOME activities to **$1,304,126**.

In accordance with HUD requirements and consistent with Compton's Consolidated 5-Year Plan, staff prepared the draft FY2018-2019 Annual Action Plan. On March 7, 2018, a public meeting was held before the Federal Grants Advisory Board ("FGAB") to discuss and receive comments on the housing and community development needs of

the community and determine funding priorities and recommendations for FY 2018-2019.

In addition, FGAB members also assisted in the development of the Consolidated Annual Plan by reviewing applications and interviewing potential CDBG sub-recipients. On June 27, 2018, the City released a notice of availability for the draft Annual Action Plan for a 30-day review period to obtain public input and comments on the proposed Action Plan. No comments have been submitted as of this date. The City of Compton has met all HUD requirements in the development of the Annual Action Plan.

CDBG Program:

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, principally for persons of low and moderate income. Eligible CDBG activities proposed for Fiscal Year 2018-2019 are:

2018-2019 Community Development Block Grant (CDBG)
Activities and Budget

	PROGRAM/ACTIVITY	AMOUNT
1	CDBG Program Administration	$300,000
2	Fair Housing Foundation	$ 10,000
3	Champions of Caring	$ 17,600
4	El Nido Family Center	$ 10,000
5	Entrenous Youth Empowerment	$ 15,000
6	Legal Aid Society of Orange County	$ 25,000
7	The Children's Clinic	$ 50,000
8	Compton Senior Citizen Program	$118,500
9	Section 108 Repayment	$526,675
10	Compton Parks Improvement	$101,344

11	2 Light Rescue Squads & equipment	$400,000
		$1,574,119

Home Program:

The primary purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing principally for persons of low and moderate income. Eligible activities proposed for fiscal year 2018-2019 are:

2018-2019 HOME Investment Partnership (HOME)
Activities and Budget

	PROGRAM/ACTIVITY	AMOUNT
a	HOME Program Administration	$ 60,412
b	HOME CHDO Activity	$ 90,618
c	HOME First Time Homebuyers Program	$1,153,096
		$1,304,126

STATEMENT OF ISSUE

In order for the City of Compton to receive CDBG and HOME grant funds, it is required to approve and submit an Annual Action plan which includes CDBG and HOME grant applications and the proposed use of federal funds.

ALTERNATIVE

If the City does not approve and submit an Annual Action Plan, the City would not be eligible to receive its fiscal year 2018-2019 CDBG and HOME grants allocations.

FISCAL IMPACT

The General Fund will not be negatively impacted by the proposed 2018-2019 Annual Action Plan.

RECOMMENDATION

Staff recommends that City Council adopt the proposed 2018-2019 Consolidated Annual Action Plan; and authorize the City Manager to submit the grant applications and Plan to HUD; authorize the City Manager to execute Agreements and implement all proposed programs included in the 2018-2019 Annual Action Plan; and include the identified programs and funding allocations in the City's 2018-2019 budget.

**ANNETTE POTTS, (INTERIM) GRANTS MANAGER
CITY MANAGER'S OFFICE**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR (FY) 2018-2019 CONSOLIDATED ANNUAL ACTION PLAN AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS

WHEREAS, the Department of Housing and Urban Development's fiscal year 2018-2019 federal grant allocations for Compton are $1,574,119 in Community Development Block Grant (CDBG) funds and $604,126 in Home Investment Partnership (HOME) funds. In addition the City received HOME program income in the amount of $700,000 from loan payoffs, which increased the amount available for HOME activities to $1,304,126; and

WHEREAS, in order to be eligible to receive federal funds, the City must develop a Consolidated Annual Action Plan which combines into a single submission to HUD, the planning and application elements for the CDBG and HOME grants; and

WHEREAS, the City's FY 2018-2019 Consolidated Annual Action Plan outlines the City's planned use of CDBG and HOME grant funds and is consistent with the City of Compton's HUD approved Consolidated 5-year Plan; and

WHEREAS, HUD requires that citizens be given the opportunity to comment on the City's proposed Annual Action Plan and in compliance, copies of the Draft Plan were made available for public viewing in the Office of the City Clerk, Compton Grants Division and the Compton Public Library; and

WHEREAS, the City noticed the availability of the Draft Plan on June 27, 2018 for public view and comment in the local newspaper and informed citizens that they had an option to submit written comments on the proposed Plan; and

WHEREAS, the City held a public hearing on July 24, 2018, to obtain citizen input and comments on the draft Plan and proposed activities; and

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

Section 1: That the City Council shall adopt the funding recommendations of the draft FY 2018-2019 Annual Action Plan as follows:

	PROGRAM/ACTIVITY	AMOUNT
1	CDBG Program Administration	$300,000
2	Fair Housing Foundation	$ 10,000
3	Champions of Caring	$ 17,600
4	El Nido Family Center	$ 10,000
5	Entrenous Youth Empowerment	$ 15,000
6	Legal Aid Society of O.C.	$ 25,000
7	The Children's Clinic	$ 50,000

#13.

8	Senior Citizen Program	$118,500
9	Section 108 Repayment	$526,675
10	Compton Parks Improvement	$101,344
11	2 Light Rescue Squads & equipment	$400,000
	Total CDBG Program	**$1,574,119**

	PROGRAM/ACTIVITY	AMOUNT
a	HOME Program Administration	$ 60,412
b	HOME CHDO Activity	$ 90,618
c	HOME First Time Homebuyers Program	$1,153,096
	Total HOME Program	**$1,304,126**

Section 2. That the City Manager is authorized to submit the Fiscal Year 2018-2019 Annual Action Plan to the Department of Housing and Urban Development.

Section 3. That the City Manager is authorized to execute all necessary Agreements and implement all programs included in the FY 2018-2019 Annual Action Plan.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, Grants Division, City Attorney, and City Controller.

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

ADOPTED this ____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do 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 the _____ day of _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton

FY 2018-2019

Annual Action Plan

Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs

4th Year of the Five-Year Consolidated Plan FY 2015-2020



#13.

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Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Compton participates annually (as an entitlement jurisdiction) in the Community Development Block Grant Program (CDBG) and HOME Investment Partnership Program (HOME), which are administered by the US Department of Housing and Urban Development (HUD), and provide funding for a variety of different community development, housing, and public service activities. Regulations governing the CDBG program require that each activity undertaken with CDBG funds meet one of the following three broad national objectives:

- Benefit people with low- and moderate-incomes;
- Aid in the prevention or elimination of slums and blight;
- Meet an urgent need (such as earthquake, flood, or hurricane relief).

The CDBG regulations also require that at least 70 percent of all CDBG funds are used to benefit low- and moderate-income residents who are members of households that earn less than 80 percent of Area Median Income (AMI). The HOME program, which focuses on the provision of affordable housing, also assists households that earn less than 80 percent AMI, but targets those earning 60 percent AMI and requires a set-aside for Community Housing Development Organizations (CHDOs).

According to HUD's Consolidated Plan Final Rule, the overall goal of community planning and development programs is to develop viable urban communities by providing decent housing (DH), a suitable living environment (SL), and expanding economic opportunities (EO) principally for low- and moderate-income persons. In addition to meeting one of the General Objective Categories above, HUD requires that project activities funded with entitlement funds also meet one of the following General Outcome Categories: Availability/Accessibility (1), Affordability (2), or Sustainability (3). Each activity funded will thus have a combination of the Objective and Outcome Category listed in the description (i.e. DH-2 would be Decent Housing that is Affordable), which allows for measuring accomplishments for each of the Consolidated Plan's five years.

The FY 2018-2019 Annual Action Plan is the fourth of five annual plans implementing the FY 2015-2019 Consolidated Plan Strategic Plan goals for the investment of annual allocations of Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD). The Action Plan identifies available resources, annual goals, projects and activities for the period beginning July 1, 2018 and ending June 30, 2019.

The City receives CDBG and HOME funds from HUD on a formula basis each year, and in turn, awards grants to nonprofit, for-profit or public organizations, developers and Community Housing Development Organizations (CHDOs) for programs and projects in furtherance of this Plan. For the 2018-2019 program year, the City will receive $1,574,119 of CDBG funds and $604,126 of HOME funds from HUD. The HOME program also has approximately $700,000 of program income that will be available. Additionally, the City has approximately $215,072.61 of NSP 1 and $385,293.45 of NSP 3 funds remaining from those one-time Neighborhood Stabilization Program (NSP) grants. The CDBG, HOME, and NSP program activities to be implemented from July 1, 2018 to June 30, 2019 include:

	FY 2018-2019 CDBG Proposed Allocations
Administration (20% Cap)	
$300,000	CDBG Admin
$10,000	Fair Housing Foundation
$310,000	*Subtotal*
Public Services (15% Cap)	
$17,600	Champions of Caring
$10,000	El Nido Family Center
$15,000	Entrenous Youth Empowerment
$25,000	Legal Aid Society of O.C.
$118,500	Senior Citizen Program (in-house program)
$50,000	The Children's Clinic
$236,100	*Subtotal*
Non-Public Service (No Cap)	
$526,675	Section 108 Repayment
$101,344	Compton Park Improvements
$400,000	Two Light Rescue Squad Vehicles & equipment
$1,028,019	*Subtotal*
$1,574,119	**Total CDBG Entitlement Funds Available**

FY 2018-2019 CDBG Projects

FY 2018-2019 HOME Proposed Allocations	
$604,126	Allocation
$700,000	Program Income
$1,304,126	Total HOME Funds Available
$60,412	Home Admin. (10% cap)
$90,618	Home CHDO (15% minimum set- aside)
$1,153,096	First-time Homebuyer's Program
$1,304,126	**Total HOME Funds Available**

FY 2018-2019 HOME Projects

FY 2018-2019 NSP Proposed Allocations		
NSP1 Funds	**NSP3 Funds**	
$8,261.47	$23,301.28	Administration
$150,357.49	$96,762.54	Resale
$56,453.65	$265,229.63	Rental Rehab
$215,072.61	**$385,293.45**	**Total NSP Funds Available**

FY 2018-2019 NSP Projects

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

HUD's Community Planning and Development (CPD) Outcome Performance Measurement Framework classifies objectives in three categories: decent housing, a suitable living environment, and economic opportunity. Based on the Needs Assessment and Market Analysis, the Strategic Plan identifies seven (7) high priority needs to be addressed through the implementation of activities aligned with ten Strategic Plan goals.

The high priority needs for Compton include:

1. Promote home ownership opportunities
2. Preserve the supply of affordable housing
3. Improve public facilities and infrastructure
4. Ensure equal access for housing opportunities
5. Provide public services to low-income residents
6. Prevent and eliminate homelessness
7. Strengthen Economic opportunity

The following ten (10) goals are identified in the Strategic Plan:

1. Affordable housing opportunities
2. Affordable housing preservation
3. Public facilities improvements
4. Fair housing services
5. Public services for low-income families

6. Senior services
7. Special needs services
8. Emergency shelter / homeless prevention / rapid re-housing
9. Economic opportunity
10. Section 108 Debt Service

Table 1 below provides a listing of the Strategic Plan Goals for the fiscal year.

	Goal Name	Category	Need(s) Addressed	2018-2019 Outcome Indicator
1	Affordable Housing Opportunities	Affordable Housing	Promote Home Ownership Opportunities	10 Households
2	Affordable Housing Preservation	Affordable Housing	Preserve the supply of affordable housing	0 Households
3	Public Facilities Improvements	Non-Housing Community Development	Improve Public facilities and infrastructure	1,000 People
4	Fair Housing Services	Affordable Housing	Ensure equal access to housing opportunities	200 People
5	Public Services for low-income families	Non-Housing Community Development	Provide public services to help low-income residents succeed	900 People
6	Senior Services	Non-Housing Community Development	Provide public services to help low-income residents succeed	100 People
7	Special Needs Services	Non-Housing Community Development	Provide public services to help low-income residents succeed	75 People
8	Emergency Shelter/Homeless Prev/Rapid Re-Housing	Homeless	Prevent and eliminate homelessness	0 People
9	Economic Opportunity	Non-Housing Community Development	Strengthen economic opportunity through job creation	0 Jobs Created
10	Section 108 Debt	N/A	N/A	N/A

Table 1 - Strategic Plan Summary

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City is currently implementing the 2015-2019 Consolidated Plan. The investment of HUD resources during the last FY 2010-2014 program year was a catalyst for positive change in the community. Together with other federal, state and local investments, HUD resources have allowed the City and its partners to accomplish the following goals during the last Consolidated Plan period:

Preserve and improve the existing housing stock through rehabilitation with attention to lead paint education, inspection, testing and abatement ; Assist low- and moderate-income first time homebuyers; Provide rental assistance through rental subsidies to reduce the cost of housing for very low and low-income people; Provide code enforcement to eliminate slum and blight in low- and moderate income areas; Provide fair housing support and services; Provide services and/or housing to assist homeless persons or persons at-risk of becoming homeless; Improve public facilities to meet community needs for recreation, education, and safety for those with special needs; Ensure and enhance the safety and accessibility for persons with disabilities (including persons with HIV/AIDS); Support the frail elderly through general outreach services to persons and provide in-home meal delivery services; Implement infrastructure projects to benefit low and moderate-income residents with improved safer and accessible neighborhoods; Provide public services to individuals and homeless; Provide support services to low and moderate-income youth and youth at-risk; Ensure that aging citizens have quality human services, and a sage and decent living environment assisting th elderly; Preserve and strengthen the economic development posture for the city through enhancing business retention, attracting and relocating businesses, and providing job creation and retention.

While the City and local partners were able to successfully implement the activities listed above during the last five (5) years, there were insufficient resources to fully address the level of need identified in the last Consolidated Plan. The State of California's June 2011 passage of AB1X2, and subsequent court decisions and clarifying legislation, to eliminate Redevelopment Agencies—a substantial funding source for housing, community and economic development programs in California—significantly curtailed the City's ability to implement activities that benefit low- and moderate-income residents.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Subsequent to the enactment of the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009, HUD revised the Consolidated Plan regulations at 24 CFR Part 91 to emphasize the importance of citizen participation and consultation in the development of the Consolidated Plan. HUD strengthened the consultation process with requirements for consultation with the CoC, Public Housing Authorities (PHA), business leaders, civic leaders, and public or private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families, homeless individuals and families, youth and/or other persons with special needs. Together with the analytic capabilities of the eCon Plan Suite, these requirements created the conditions necessary to implement a collaborative, data-driven and place-based planning process that includes a robust level of citizen participation and consultation.

The City adopted a new Citizen Participation Plan on September 24, 2013 that reflects regulatory changes and process improvements. In accordance with the City's adopted Citizen Participation Plan, the City facilitates citizen participation through surveys, community meetings and public hearings. Efforts are made to encourage participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where HUD funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods. The City also makes efforts to encourage the participation of minorities and non-English speaking persons, as well as persons with disabilities. The consultation process for the current consolidated plan included representatives of the

CoC, PHA, and other specified groups who completed surveys, provided local data and assisted the City to ensure practical coordination of strategies to maximize impact and to avoid duplication of effort. The current action plan process included stakeholders applying for funds, city departments, the local housing authority, the City's Federal Grants Advisory Board (FGAB), and the City Council.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

A notice of funding availability (NOFA) was released on November 8 and 15, 2017, which were public noticed in the *Compton Bulletin*, and applications for funding were accepted until December 12, 2017. A public meeting to discuss the proposed projects and activities was held before the Federal Grants Advisory Board (FGAB) on December 7, 2017, and a mandatory Technical Assistance Workshop was held prior to that on November 14, 2017. All comments received were incorporated into the draft Annual Action Plan that can be found in Appendix C.

Public hearings to receive comments on the proposed projects/activities and the funding levels for inclusion in the FY 2018-2019 Annual Action Plan were held before FGAB on March 7, 2018 and before the City Council on May 8, 2018 and July 24, 2018. These were public noticed in the *Compton Bulletin* on May 1, 2018 and July 12, 2018 respectively. All comments received were incorporated into the Annual Action Plan and can be found in Appendix C. A copy of the public notice and proof of publication can be found in Appendix D.

The City held a public review of the document that included actual allocations released from HUD in May 2018 from June 27, 2018 to July 28, 2018 to receive public comments on revisions to the document. During the preparation of the Five-Year Consolidated Plan for FY 2015-2019, which detremined the goals, objectives, and priorities for the subsequent annual action plans, five community meetings were held to discuss the housing and community development needs in the community with one meeting held in each of the four City Council districts and a fifth citywide meeting at City Hall. The meetings were held as follows:

District 1: March 3, 2014 at Gonzalez Park
District 2: February 26, 2014 at Wilson Park
District 3: February 24, 2014 at Tucker Park
District 4: February 27, 2014 at Kelly Park
Citywide: March 5, 2014 at Compton City Hall

Community residents and stakeholders attended these meetings and received a presentation on the importance of the Consolidated Plan and Action Plan. Many questions were answered concerning each of the planning documents and participants commented on the extensive efforts made to reach out to the low- and moderate-income community through newspaper advertisements and flyers distributed to affordable housing sites, churches and other public places as well as the city website.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views received by the City in the development of the FY 2018-2019 Annual Action Plan and the FY 2015-2019 Consolidated Plan were accepted and taken into consideration in the development of the aforementioned documents.

7. Summary

The FY 2018-2019 Action Plan addresses eight (8) of the ten (10) Strategic Plan Goals from the 2015-2019 Consolidated Plan by allocating $1,574,119 of CDBG funds and $604,126 in HOME funds to projects and activities to be implemented from July 1, 2018 to June 30, 2018. The HOME program also has approximately $700,000 of program income that will be available. Figure 1 below illustrates the City's low- and moderate-income areas, where funds will be geographically distributed.

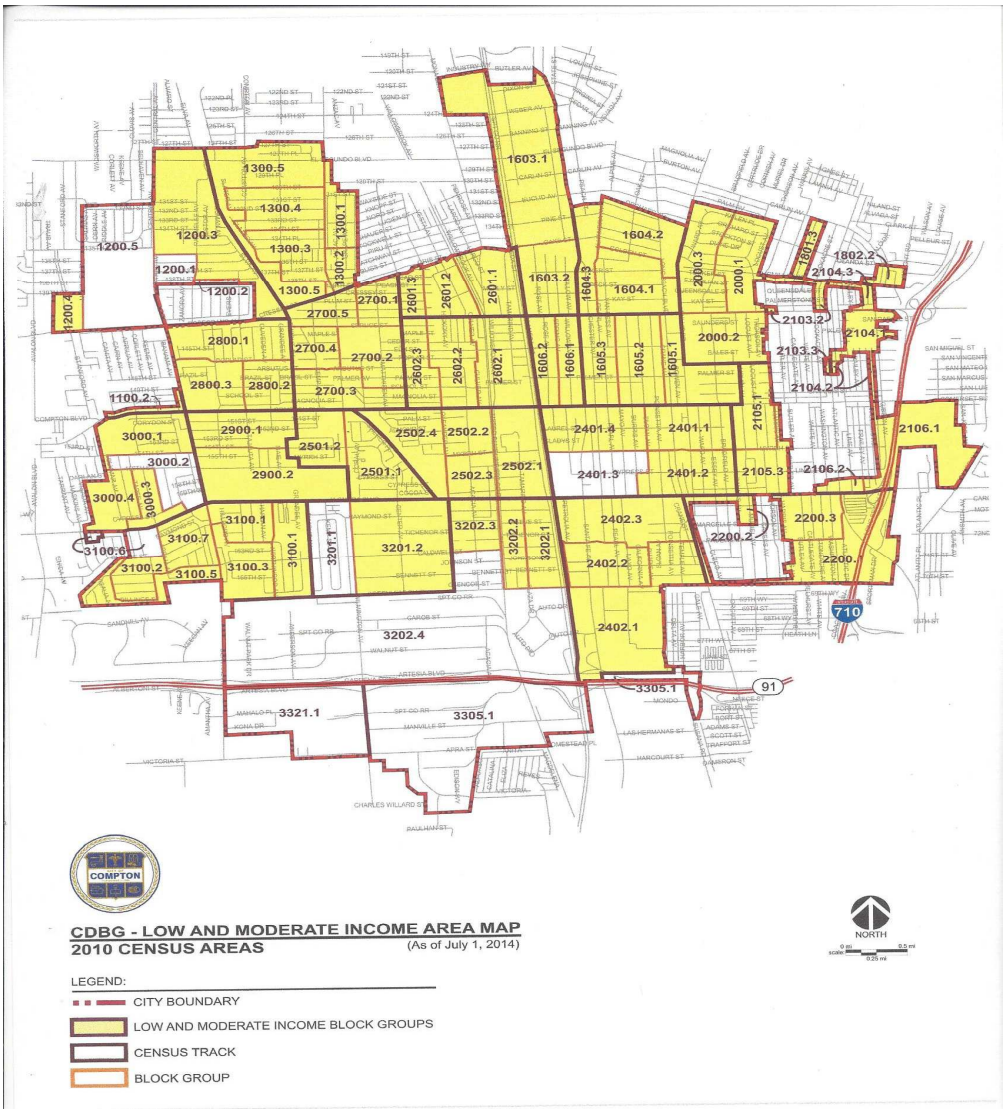


Figure 1- Low- and Moderate-Income Areas

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	COMPTON	Grants Division
HOME Administrator	COMPTON	Grants Division
ESG Administrator	COMPTON	Grants Division

Table 2 – Responsible Agencies

Narrative (optional)

As shown in Table 2, the City of Compton Grants Division is the lead agency responsible for the administration of the CDBG, HOME, and ESG programs. The Grants Division contracted with MDG Associates, Inc. to prepare the FY 2016-2017 Annual Action Plan and the FY 2015-2019 Consolidated Plan. The Grants Division contracted with B-Adair Consulting and Administrative Services for the FY 2017-2018 and FY 2018-2019 Annual Action Plans.

In the development of the Annual Action Plans and the Consolidated Plan, staff has developed and implemented a comprehensive citizen participation and consultation process and conducted a needs assessment and market analysis to identify levels of relative need regarding affordable housing, homelessness, special needs, and community development. This information was gathered through consultation with public officials and local agencies, public outreach and community meetings, review of demographic and economic data, and housing market analysis.
In the implementation of the FY 2015-2019 Consolidated Plan and each of the five (5) Annual Action Plans, the Grants Division shall be responsible for all grants planning, management and monitoring duties necessary to comply with HUD regulations and City policy.

Consolidated Plan Public Contact Information

Annette Potts, Interim Grants Manager
Grants Division 700 N. Bullis Rd. Compton, CA 90220

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Compton consulted with representatives from multiple agencies, groups, and organizations involved in the development of affordable housing, creation of job opportunities for low- and moderate-income residents, and/or provision of services to children, elderly persons, people with disabilities, people with HIV/AIDS and their families, and homeless persons. To facilitate this consultation, the City solicited feedback through the following methods:

- Stakeholder surveys (web-based and paper-surveys) Individual stakeholder consultations
- Community meetings
- Public hearings
- Receipt of written comments

The input gathered from these consultation partners helped establish and inform the objectives and goals described in the Strategic Plan. Specific comments received from consultation partners are included in the Attachments section of the FY 2015-2019 Consolidated Plan. In the development of the FY 2017-2018 Action Plan, the City provided each agency with an opportunity to comment on the draft Action Plan during the public review and comment period.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City recognizes the importance of careful coordination and alignment among various service providers to maximize the effectiveness of their programs. As a result, during the development of this Consolidated Plan, the City consulted closely with organizations that provide assisted housing, health services and other community-focused agencies. Outreach efforts included surveys including specific questions associated with coordination, invitations to community meetings and follow-up in-person interviews where appropriate.

The City further recognizes the importance of continued coordination and alignment during the upcoming five-year planning period with these organizations and agencies. The City will work on strengthening relationships and alignment among these organizations.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Continuum of Care (CoC) for Los Angeles County guides the development of homeless strategies and the implementation of programs to end homelessness throughout the region. The City provided a detailed questionnaire to the CoC to identify the CoC's perceived needs in the county and its objectives to address the needs of different homeless persons populations, specifically chronically homeless families and individuals, families with children, veterans, unaccompanied youth and persons at risk of homelessness. Following the delivery and response to this questionnaire, the City followed up with the

CoC to clarify existing needs and objectives and understand opportunities for collaboration and coordination during the 5-year planning process.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

In the development of the FY 2015-2019 Consolidated Plan, the City of Compton consulted with 17 housing, social service and other entities involved in housing, community and economic development in Compton and how CDBG funds and other resources should be invested to provide decent affordable housing, a suitable living environment and economic opportunities for low- and moderate-income residents. The Los Angeles County Continuum of Care (LAHSA) was consulted directly by telephone and e-mail to discuss performance standards, outcomes, and policies and procedures for HMIS.

The City and the COC will continue to work together to develop performance standards that provide a measure to evaluate each ESG subrecipients effectiveness, such as how well the service provider succeeded at 1) targeting those who need the assistance most; 2) reducing the number of people living on the streets or emergency shelters; 3) shortening the time people spend homeless; and 4) reducing each program participant's housing barriers or housing stability risks. These performance standards will be incorporated into the City's Subrecipient Agreement, and to the extent possible, will be tracked and measured in HMIS.

Table 3 below provides a listing of the entities consulted as part of this planning process.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

#13.

Table 3 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	LAHSA
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey, telephone and email
2	**Agency/Group/Organization**	NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
	Agency/Group/Organization Type	Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
3	**Agency/Group/Organization**	HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey, telephone and email

4	**Agency/Group/Organization**	Children's Dental Health Clinic
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey, in-person
5	**Agency/Group/Organization**	STEELWORKERS OLDTIMERS FOUNDATION
	Agency/Group/Organization Type	Services-Elderly Persons
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
6	**Agency/Group/Organization**	Watts Health Center
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
7	**Agency/Group/Organization**	County Public Health Department
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey

#13.

8	**Agency/Group/Organization**	Legal Aid Society of Orange County, dba Community Legal Services
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
9	**Agency/Group/Organization**	Volunteers of America - Greater Los Angeles
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
10	**Agency/Group/Organization**	The Children's Clinic
	Agency/Group/Organization Type	Services-Children
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey, in-person
11	**Agency/Group/Organization**	Champions of Caring
	Agency/Group/Organization Type	Services-Education

	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey, in-person
12	**Agency/Group/Organization**	El Nido Family Centers
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey, in-person
13	**Agency/Group/Organization**	FAIR HOUSING FOUNDATION OF LONG BEACH
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey, in-person
14	**Agency/Group/Organization**	Housing Rights Center
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
15	**Agency/Group/Organization**	Los Angeles County Board of Supervisors
	Agency/Group/Organization Type	Regional organization

#13.

	What section of the Plan was addressed by Consultation?	Economic Development Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
16	**Agency/Group/Organization**	Los Angeles County Community Development Commission
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey
17	**Agency/Group/Organization**	Los Angeles County Sheriff Department - Compton
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Consolidated Plan Draft
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Survey

Identify any Agency Types not consulted and provide rationale for not consulting

The City attempts to maintain a current and comprehensive list of agencies, organizations and other stakeholders and invited representatives from each entity to participate at multiple points in the planning process. If an agency did not attend to the meeting or participate in surveys, it was done so by the agency's choice.

If an agency or organization was not consulted and would like to be included in the City's list of stakeholders, the agency or organization may contact the City of Compton Grants Management Division at (310) 605-5500 or online at:
http://www.comptoncity.org/depts/manager/grants/default.asp

Table 4 below provides a listing of the continuum of care entities consulted as part of this planning process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Los Angeles Homeless Services Authority	The Emergency Shelter/Homeless Prevention / Rapid Re-Housing goal of the Strategic Plan is consistent with the County of Los Angeles 10-Year Strategy to End Homelessness.
General Plan Housing Element	City of Compton Planning and Economic Development Department	The housing goals included in the Strategic Plan are consistent with the City of Compton's Housing Element.

Table 4 – Other local / regional / federal planning efforts

Narrative (optional)

N/A see discussion above.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting

In the preparation of the FY 2015-2019 Consolidated Plan, the City followed the process established for citizen participation set forth in the Citizen Participation Plan. To promote greater public accessibility to program documents, the Citizen Participation Plan, Consolidated Plan, Action Plans and CAPERs are posted on the City website at: www.comptoncity.org

During the preparation of the FY 2018-2019 Annual Action Plan the following process was followed to help determine the goals and objectives to be addressed and solicit community input:

- A notice of funding availability (NOFA) was released on November 8th and 15th, 2017, which was public noticed in the *Compton Bulletin*, and applications for funding were accepted until December 12, 2017.
- Two mandoatory Technical Assistance Workshops were held for applicants, which were published in the *Compton Bulletin* November 8 and 15, 2017.
- A public meeting/hearing before the Federal Grants Advisory & Appeals Board (FGAAB) to receive comments on the housing and community development needs in the community and determine funding priorities and recommendations for FY 2018-2019 was held on December 7, 2017.
- Public hearings to receive comments on the proposed projects/activities and the funding levels for inclusion in the FY 2018-2019 Annual Action Plan were held before FGAB on March 7, 2018 and before the City Council on May 8, 2018 and July 24, 2018. These were public noticed in the *Compton Bulletin* on May 1, 2018 and July 12, 2018 respectively.
- The City made the draft Action Plan available for public review and comment from June 27, through July 28, 2018, which was public noticed in the Compton Bulletin on June 27, 2018 and July 4, 2018. Residents were invited to review the draft Action Plan and to attend the public hearing on July 24, 2018 or submit written comments concerning the projects and activities in the draft Action Plan.

All comments received are incorporated into the Annual Action Plan and can be found in Appendix C. A copy of the public notice and proof of publication can be found in Appendix D.

Table 5 shows the Citizen Participation Outreach efforts of the Consolidated Plan and Annual Action Plan.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	A notice of funding availability (NOFA) was released on November 8 and 15, 2017, which were public noticed in the Compton Bulletin, and applications for funding were accepted until December 12, 2017.	No comments were received.	No comments were received.	Not Applicable
2	Public Meeting	Non-targeted/broad community	A public meeting to discuss the proposed projects and activities was held before the Federal Grants Advisory Board (FGAB) on December 7, 2017, and two mandatory Technical Assistance Workshops were held prior to that on November 14 and 28, 2017.	No comments were received.	No comments were received.	Not Applicable

#13.

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Hearing	Non-targeted/broad community	Public hearings to receive comments on the proposed projects/activities and the funding levels for inclusion in the FY 2018-2019 Annual Action Plan were held before FGAB on March 7, 2018 and before the City Council on May 8, 2018 and July 24, 2018. These were public noticed in the *Compton Bulletin* on May 1, 2018 and July 12, 2018 respectively.	No comments were received.	No comments were received.	Not Applicable

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	30-day public review	Non-targeted/broad community	The City held a public review of the document that included actual allocations released from HUD in May 2018 from June 27, 2018 to July 26, 2018 to receive public comments on revisions to the document, which was published in the Bulletin June 27, 2018 and July 4, 2018	No comments were received.	No comments were received.	Not Applicable

Table 5 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

For Program Year 2018-2019, the City will receive $1,574,119 of CDBG funds, $600,126 of HOME funds, and $0 of ESG funds from HUD. In addition, $700,000 of HOME program income generated in the prior year will be available, along with $600,336 of unexpended NSP funds for allocation to housing programs.

Table 6 shows the anticipated resources for the Consolidated Plan and Annual Action Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$1,574,119	$0	$0	$1,574,119	$4,329,208	The expected amount available for the remainder of the Consolidated Plan period assumes level funding in future years.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$604,126	$700,000	$0	$1,304,126	$945,780	The expected amount available for the remainder of the Consolidated Plan period assumes level funding in future years.
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	$0	$0	$0	$0	$0	The expected amount available for the remainder of the Consolidated Plan period assumes level funding in future years.

#13.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 4				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - federal	Homebuyer assistance Homeowner rehab Housing	$600,366	$0	$0	$600,366	0	The expected amount available for the remainder of the Consolidated Plan period assumes small amounts of program income in future years.

Table 6 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Depending on the financing structure of a given activity, it may be advantageous for the City to use CDBG and HOME funds to leverage appropriate state, local and private resources, including but not limited to those listed below. As a City with substantial housing and community development needs, Compton needs to leverage its CDBG and HOME entitlement grants with a variety of funding resources in order to maximize the effectiveness of available funds. The City's former Redevelopment Agency was the City's primary non-federal source of leveraged funds. With the elimination of the City's Redevelopment Agency, the City's ability to leverage federal funds has been substantially reduced. The City is currently seeking new opportunities to leverage federal funds, such as the Low-Income Tax Credit program and U.S. Department of Housing and Urban Development Section 202 and 811 for the Elderly Program.

- **Federal Resources:** Continuum of Care (CoC) Program, HUD Veterans Affairs Supportive Housing (HUD-VASH), Supportive Housing for the Elderly (Section 202), Supportive Housing for Persons with Disabilities (Section 811), Housing Opportunities for Persons with AIDS (HOPWA), Youthbuild and Federal Low-Income Housing Tax Credit Program
- **State Resources:** State Low-Income Housing Tax Credit Program, Building Equity and Growth in Neighborhoods Program (BEGIN), CalHome Program, Multifamily Housing Program (MHP), Housing Related Parks Grant, CalHFA Single and Multi-Family Program and Mental Health Service Act (MHSA) Funding
- **Local Resources:** Los Angeles Homeless Services Authority (LAHSA), Housing Authority of the County of Los Angeles (HACoLA), Los Angeles County Community Development Commission (LACDC) and Southern California Home Financing Authority (SCHFA) Funding
- **Private Resources:** Federal Home Loan Bank Affordable Housing Program (AHP), Community Reinvestment Act Programs, United Way Funding and Private Contributions

Requirements

HOME

HUD requires HOME recipients to match 25 percent of their HOME annual allocation. In accordance with 24 CFR 92.222; however, certain recipients such as the City of Compton receive a match reduction from HUD due to fiscal distress, severe fiscal distress or Presidential disaster declarations. The two criteria used to determine fiscal stress include: the poverty rate is at least 19.9 percent and the per capita income is less than $21,268. The City of Compton has historically received a match reduction annually. According to the match reduction guidance on HUD's website effective May 22, 2017, this trend will continue in FY 2018-2019.

ESG

The City must ensure that ESG funds are matched "dollar for dollar" in accordance with HUD regulations. Matching contributions may be obtained from any source, including Federal source other than ESG program, as well as state, local, and private sources. Additionally, under the ESG program, the recipient may require its subrecipients to make matching contributions consistent with this section to help meet the recipient's matching requirement.

Although the City has received ESG funds in the past, including FY 2015-2016, the City has been informed that it will not receive funds in FY 2016-2017, FY 2017-2018, and FY 2018-2019.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In December 2011, the California Supreme Court upheld Assembly Bill 1X 26, which barred Redevelopment Agencies from engaging in new business and provided for their windup and dissolution. In the last five years, the elimination of the Redevelopment Agencies has resulted in the loss of a crucial resource for the development and preservation of affordable housing. This was the most significant public policy change impacting affordable housing and residential investment.

While there are mechanisms whereby certain affordable housing assets are tied to the former Redevelopment Agencies (Successor Agencies) that may be utilized today, these resources are finite and scarce.

Discussion

Assuming continued level funding of the CDBG, HOME and ESG programs, the City expects to spend approximately $1.93 million of CDBG and HOME funds on projects that enhance the availability, affordability and sustainability of affordable housing between July 2015 and June 2020. It is anticipated that approximately $445,051 of this will be spent on housing preservation. Based on prior project experience, we anticipate that these funds will leverage other public and private funding, including but not limited to:

- Low-Income Housing Tax Credits
- Project-based Section 8 certificates
- Project financing at favorable interest rates from local lenders
- Private contributions to local CHDOs
- Private market real estate investments
- Market rate housing that subsidizes affordable units on the same development site

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Affordable Housing Opportunities	2015	2019	Affordable Housing	Citywide	Promote Home Ownership Opportunities	HOME: $1,304,126	Homeowner Housing Added: 1 Household Housing Unit Direct Financial Assistance to Homebuyers: 10 Households Assisted
2	Affordable Housing Preservation	2015	2019	Affordable Housing	Citywide	Preserve the supply of affordable housing	NSP: $600,366	1 Housing Unit
3	Public Facilities Improvements	2015	2019	Non-Housing Community Development	CDBG Low- and Moderate-Income Census Tract/Block Groups	Improve Public Facilities and Infrastructure	CDBG: $501,344	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1000 Persons Assisted
4	Fair Housing Services	2015	2019	Affordable Housing	Citywide	Ensure Equal Access for Housing Opportunities	CDBG: $10,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
5	Public Services for low-income families	2015	2019	Non-Housing Community Development	Citywide	Provide Public Services to low-income residents	CDBG: $92,600	Public service activities other than Low/Moderate Income Housing Benefit: 900 Persons Assisted
6	Senior Services	2015	2019	Non-Housing Community Development	Citywide	Provide Public Services to low-income residents	CDBG: $118,500	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Special Needs Services	2015	2019	Non-Housing Community Development	Citywide	Provide Public Services to low-income residents	CDBG: $25,000	Public service activities other than Low/Moderate Income Housing Benefit: 75 Persons Assisted
8	Section 108 Debt Service	2015	2019	Non-Housing Community Development	Citywide	Strengthen Economic Opportunity	CDBG: $526,675	

Table 7 – Goals Summary

Goal Descriptions

1	**Goal Name**	Affordable Housing Opportunities
	Goal Description	Leveraged HOME and NSP funds will be used to provide financial assistance to eligible first-time homebuyers earning less than 30, 50 or 80 percent of the Area Median Income.
2	**Goal Name**	Affordable Housing Preservation
	Goal Description	Provide sustainability of decent housing through the rehabilitation of housing units and conducting lead-based paint testing and abatement in an effort to preserve the quality of the City's existing affordable housing stock occupied by low- and moderate-income households.
3	**Goal Name**	Public Facilities Improvements
	Goal Description	Improve City of Compton public facilities and infrastructure to benefit low- and moderate-income residents or those presumed under HUD regulations to be low- and moderate-income such as elderly and disabled adults.
4	**Goal Name**	Fair Housing Services
	Goal Description	Affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
5	**Goal Name**	Public Services for low-income families
	Goal Description	Provide low- and moderate- income families with a range of public services necessary to prevent homelessness and ameliorate the effects of poverty.

6	**Goal Name**	Senior Services
	Goal Description	Contribute to the well-being of elderly individuals by assisting elderly individuals through general senior programs by providing supportive services to elderly and frail people in an effort for them to live as independently as possible.
7	**Goal Name**	Special Needs Services
	Goal Description	Provide special needs services including but not limited to those concerned with disabilities and domestic violence.
8	**Goal Name**	Section 108 Debt Service
	Goal Description	Preserve and strengthen economic opportunity through activities to incentivize the creation of jobs for low- and moderate- income residents.

#13.

Projects

AP-35 Projects – 91.220(d)

Introduction

To address the high priority needs identified in the Strategic Plan to the 2015-2019 Consolidated Plan, the City of Compton will invest CDBG, HOME, NSP, and ESG funds in projects that preserve affordable housing, provide fair housing services, provide services to low- and moderate-income residents, provide public services to low- and moderate-income residents, prevent homelessness, preserve neighborhoods, improve public facilities and infrastructure and improve businesses. Together, these projects will address the housing, community and economic development needs of Compton residents-particularly those residents residing in the low- and moderate-income areas

Projects

#	Project Name
1	Affordable Housing (First-Time Homebuyer Program)
2	Affordable Housing (CHDO)
3	Public Facilities Improvements (Park Improvement)
4	Public Facilities Improvements (Light Rescue Squad Vehicles)
5	Fair Housing (Fair Housing Foundation of LB)
6	Special Needs Services (Legal Aid Society)
7	Special Needs Services (Champions of Caring)
8	Special Needs Services (Senior Citizens Program)
9	Public Services for low-income families (Children's Clinic)
10	Public Services for low-income families (El Nido)
11	Public Services for low-income families (Entrenous Youth Empowerment)
12	Section 108 Debt Service
13	CDBG Administration
14	HOME Administration

Table 8 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Based on the Strategic Plan, the City is allocating 100 percent of its non-administrative CDBG, and HOME investments for FY 2018-2019 to projects and activities that benefit low- and moderate-income people. Due to the nature of the projects and activities to be undertaken, investments in projects concerning Public Facilities and Infrastructure Improvements are limited to the CDBG low- and moderate-income census tract/block groups while other projects and activities benefit low- and moderate-income limited clientele or to create or expand businesses are available citywide.

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, the high cost of housing that is not affordable

to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City is investing CDBG and HOME funds through the FY 2018-2019 Action Plan in projects that provide loans to low- and moderate-income homeowners for home improvements, projects that provide public and neighborhood services to low- and moderate-income people and those with special needs, and projects that prevent homelessness.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Affordable Housing (First-Time Homebuyer Program)
	Target Area	Citywide
	Goals Supported	Affordable Housing Opportunities
	Needs Addressed	Promote Home Ownership Opportunities
	Funding	HOME: $1,153,096
	Description	The Grants Division will provide financial downpayment assistance in the form of deferred payment loans to income-eligible first-time homebuyers through the First Time Homebuyer Program.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 10 households will benefit.
	Location Description	This program will be administered by the Grants Division located at 700 N. Bullis Road Compton, CA 90221.
	Planned Activities	Funds will be used to provide downpayment assistance to low- and moderate-income first-time homebuyers purchasing homes in Compton through the First-time Homebuyer Program.
2	**Project Name**	Affordable Housing (CHDO)
	Target Area	Citywide
	Goals Supported	Affordable Housing Opportunities Affordable Housing Preservation
	Needs Addressed	Promote Home Ownership Opportunities Preserve the supply of affordable housing
	Funding	HOME: $90,618
	Description	Approximately 15 percent of the City's HOME grant will be reserved annually and allocated to a non-profit Community Housing Development Organization (CHDO) to provide affordable housing opportunities for low- and moderate-income households to become homeowners.

	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1 household will be assisted.
	Location Description	This program will be administered by the Grants Division located at 700 N. Bullis Road Compton, CA 90221.
	Planned Activities	Funds will be used by a non-profit Community Housing Development Organization (CHDO) to provide affordable housing opportunities for low- and moderate-income households to become homeowners through new construction or acquisition/rehabilitation/resale.
3	**Project Name**	Public Facilities Improvements (Park Improvement)
	Target Area	CDBG Low- and Moderate-Income Census Tract/Block Groups
	Goals Supported	Public Facilities Improvements
	Needs Addressed	Improve Public Facilities and Infrastructure
	Funding	CDBG: $101,344
	Description	Improve City of Compton public facilities and infrastructure to benefit low- and moderate-income people or those presumed under HUD regulations to be low- and moderate-income such as elderly people and disabled adults.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,000 people in the City's low- and moderate-income Census Tracts will benefit.
	Location Description	The Park Improvement Program is administered by the Parks and Recreation Department located at 301 N. Tamarind Avenue Compton, CA 90220.
	Planned Activities	Funds will provide for improvements to various parks located in the City's low- and moderate-income Census Tracts.
4	**Project Name**	Public Facilities Improvements (Light Rescue Squad Vehicles)
	Target Area	CDBG Low- and Moderate-Income Census Tract/Block Groups
	Goals Supported	Public Facilities Improvements

#13.

	Needs Addressed	Improve Public Facilities and Infrastructure
	Funding	CDBG: $400,000
	Description	Improve City of Compton public facilities and infrastructure to benefit low- and moderate-income people or those presumed under HUD regulations to be low- and moderate-income such as elderly people and disabled adults.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,000 people in the City's low- and moderate-income Census Tracts will benefit.
	Location Description	The Fire Truck Project is administered by the Fire Department located at 201 S. Acacia Avenue Compton, CA 90220.
	Planned Activities	Funds will be used to purchase two light rescue vehicles utilized at Station 1 located at 201 S. Acacia Avenue and Station 4 located at 950 W. Walnut Street Compton, CA 90220.
5	**Project Name**	Fair Housing (Fair Housing Foundation of LB)
	Target Area	Citywide
	Goals Supported	Fair Housing Services
	Needs Addressed	Ensure Equal Access for Housing Opportunities
	Funding	CDBG: $10,000
	Description	Funds will be allocated to the Fair Housing Foundation of Long Beach to fulfill the HUD regulatory mandate to affirmatively further fair housing choice through the provision of fair housing education, counseling, anti-discrimination and landlord-tenant mediation services.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 households will benefit.
	Location Description	This program is administered by the Fair Housing Foundation of Long Beach located at 3605 Long Beach Blvd, Long Beach, CA 90807.

	Planned Activities	Funds will be allocated to the Fair Housing Foundation of Long Beach to provide fair housing education, counseling, anti-discrimination and landlord-tenant mediation services in the City of Compton.
6	**Project Name**	Special Needs Services (Legal Aid Society)
	Target Area	Citywide
	Goals Supported	Special Needs Services
	Needs Addressed	Provide Public Services to low-income residents Prevent and Eliminate Homelessness
	Funding	CDBG: $25,000
	Description	Provide special needs services including but not limited to those concerned with disabilities and domestic violence.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 75 people will benefit from this activity.
	Location Description	The Domestic Violence Prevention Program is administered by the Legal Aid Society of Orange County located at 725 W. Rosecrans Ave. Compton, CA 90222.
	Planned Activities	The Legal Aid Society of Orange County will provide domestic violence prevention services to victims of domestic violence.
7	**Project Name**	Special Needs Services (Champions of Caring)
	Target Area	Citywide
	Goals Supported	Public Services for low-income families
	Needs Addressed	Provide Public Services to low-income residents
	Funding	CDBG: $17,607
	Description	Provide low- and moderate-income families with a range of public services necessary to prevent homelessness, provide youth development, literacy, health care, and other services to alleviate the effects of poverty and improve the quality of life for residents.

#13.

	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 60 people will be served.
	Location Description	The Literacy Program is administered by Champions of Caring located at 4513 E. Compton Blvd, Compton, CA 90221.
	Planned Activities	Champions of Caring will provide a literacy program to low- and moderate-income illiterate adults.
8	**Project Name**	Special Needs Services (Senior Citizens Program)
	Target Area	Citywide
	Goals Supported	Public Services for low-income families
	Needs Addressed	Provide Public Services to low-income residents
	Funding	CDBG: $118,500
	Description	Provide special needs services including but not limited to those concerned with, seniors, disabilities and domestic violence.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 100 people will be served.
	Location Description	The Senior Citizens Program is administered by CareerLink located at 700 N. Bullis Rd. Compton, CA 90221.
	Planned Activities	Compton Parks and Recreation will provide technology services to low- and moderate-income seniors.
9	**Project Name**	Public Services for low-income families (Children's Clinic)
	Target Area	Citywide
	Goals Supported	Public Services for low-income families
	Needs Addressed	Provide Public Services to low-income residents
	Funding	CDBG: $50,000

	Description	Provide low- and moderate-income families with a range of public services necessary to prevent homelessness, provide youth development, literacy, health care, and other services to alleviate the effects of poverty and improve the quality of life for residents.
	Target Date	6/30/0019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 2,000 people will benefit.
	Location Description	The Youth and Adult Health Care Services Program is administerd by Children's Clinic located at 701 E. 28th St #200, Long Beach, CA 90806.
	Planned Activities	Children's Clinic will provide health care servies to low- and moderate-income children and their families.
10	**Project Name**	Public Services for low-income families (El Nido)
	Target Area	Citywide
	Goals Supported	Public Services for low-income families
	Needs Addressed	Provide Public Services to low-income residents
	Funding	CDBG: $10,000
	Description	Provide low- and moderate-income families with a range of public services necessary to prevent homelessness, provide youth development, literacy, health care, and other services to alleviate the effects of poverty and improve the quality of life for residents.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 30 people will be served.
	Location Description	The Compton Youth Development Program is administerd by El Nido Family Centers located at 4323 East Rosecrans Boulevard Compton, CA 90221.
	Planned Activities	El Nido Family Centers will provide youth development and gang diversion programs to build stronger families.
11	**Project Name**	Public Services for low-income families (Entrenous Youth Empowerment)

	Target Area	Citywide
	Goals Supported	Public Services for low-income families
	Needs Addressed	Provide Public Services to low-income residents
	Funding	CDBG: $15,000
	Description	Provide low- and moderate-income families with a range of public services necessary to prevent homelessness, provide youth development, literacy, health care, and other services to alleviate the effects of poverty and improve the quality of life for residents.
	Target Date	6/30/0019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 30 people will be served.
	Location Description	Entrenous Youth Empowerment administers the Youth Empowerment program and is located at 1108 N. Oleander, Compton, CA 90222.
	Planned Activities	Entrenous Youth Empowerment works in coordination with Compton YouthBuild (CYB) to deliver workforce, leadership and educational opportunities for under resourced and economically disadvantaged young people.
12	**Project Name**	Section 108 Debt Service
	Target Area	Citywide
	Goals Supported	Section 108 Debt Service
	Needs Addressed	Improve Public Facilities and Infrastructure Strengthen Economic Opportunity
	Funding	CDBG: $526,675
	Description	Provides funds for Section 108 Debt Service.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 1,000 people benefitted from Section 108 loan activities.

	Location Description	This program will be administered by the Grants Division located at 700 N. Bullis Road Compton, CA 90221.
	Planned Activities	Funds will be used to repay the City's Section 108 loan.
13	**Project Name**	CDBG Administration
	Target Area	Citywide
	Goals Supported	Affordable Housing Opportunities Affordable Housing Preservation Public Facilities Improvements Fair Housing Services Public Services for low-income families Senior Services Special Needs Services Section 108 Debt Service
	Needs Addressed	Promote Home Ownership Opportunities Preserve the supply of affordable housing Improve Public Facilities and Infrastructure Ensure Equal Access for Housing Opportunities Provide Public Services to low-income residents Prevent and Eliminate Homelessness Strengthen Economic Opportunity
	Funding	CDBG: $300,000
	Description	Administration services of the CDBG program.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	This program will be administered by the Grants Division located at 700 N. Bullis Road Compton, CA 90221.
	Planned Activities	Funds will be used to administer the CDBG Program projects and activities.

#13.

14	**Project Name**	HOME Administration
	Target Area	Citywide
	Goals Supported	Affordable Housing Opportunities Affordable Housing Preservation
	Needs Addressed	Promote Home Ownership Opportunities Preserve the supply of affordable housing
	Funding	HOME: $60,412
	Description	Administration services of the HOME program.
	Target Date	6/30/2019
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	The HOME Grant is administered by the Grants Division located at 700 N. Bullis Rd. Compton, CA 90221.
	Planned Activities	Funds will be used to administer the City's HOME Grant funded projects and activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Assistance will be allocated City-wide and primarily directed to low- and moderate-income persons or households; however, all public facility improvement project funds and code enforcement activities will be directed to the low- and moderate-income residential neighborhoods of the City. Residents of the City's low- and moderate-income areas have median incomes below the countywide median household income. Based on available data and mapping in NA-10 of the Consolidated Plan, many of the City's Census Tracts are also primarily Hispanic concentrated.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	67
CDBG Low- and Moderate-Income Census Tract/Block Groups	33

Table 9 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

For the 2018-2019 program year, the City will invest $1,574,119 of CDBG funds and $1,304,126 of HOME funds that will benefit low- and moderate-income people throughout the City. Of this amount, at least $518,837 or 33 percent of all resources will be invested in projects that exclusively benefit low- and moderate-income neighborhoods. Due to the nature of the projects and activities to be undertaken, investments in projects and activities such as Public Facilities and Infrastructure are limited to the low- and moderate-income neighborhoods of the City while other projects and activities benefit low- and moderate-income limited clientele and are available citywide.

Discussion

Based on the Strategic Plan, the City is allocating 100 percent of its CDBG and HOME investments funds for program year 2018-2019 to projects and activities that benefit low- and moderate-income people.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Three (3) high priority affordable housing needs are identified in the 2015-2019 Consolidated Plan and three (3) Strategic Plan goals are established to provide the framework necessary to invest CDBG and HOME funds to address the affordable housing needs of the City.

Expand the Supply of Affordable Housing

Based on evaluation of 2007-2011 ACS and CHAS data, there is a high need for housing units affordable for households earning less than 80 percent of AMI. Of the 16,750 households earning 0-80 percent of AMI in the City, 11,250 are cost burdened households—meaning households paying more than 30 percent of their income for housing. Additionally, 6,880 of the cost burdened households are considered severely cost burdened households—meaning that they pay more than 50 percent of their income for housing. Of the 6,880 severely cost burdened households, 3,730 are renters. Of those severely cost burdened renter households, 3,690 households earn less than 50 percent of AMI and are considered the most at risk of becoming homeless.

Preserve the Supply of Affordable Housing

As the City's housing stock ages, a growing percentage of housing units may need rehabilitation to allow them to remain safe and habitable. The situation is of particular concern for low- and moderate-income home owners who are generally not in a financial position to properly maintain their homes.

The age and condition of Compton’s housing stock is an important indicator of potential rehabilitation needs. Commonly, housing over 30 years of age needs some form of major rehabilitation, such as roof replacement, foundation work and plumbing systems. Housing over 15 years of age will generally exhibit deficiencies in terms of paint, weatherization, heating / air-conditioning systems, hot water heaters and finish plumbing fixtures.

According to CHAS data showing the year that housing units were built categorized by owner and renter tenure:

- 11,355 or 89 percent of the 12,751 owner-occupied housing units in Compton were built 34 or more years ago (built prior to 1980)
- 1,049 or 8 percent of the 12,751 owner-occupied housing units in Compton were built between 15 and 34 years ago (built between 1980 and 1999)
- 8,867 or 84 percent of the 10,602 renter-occupied housing units in Compton were built 34 or more years ago (built prior to 1980)
- 1,473 or 14 percent of the 10,602 renter-occupied housing units in Compton were built between 15 and 34 years ago (built between 1980 and 1999)

Preservation of the physical and functional integrity of existing housing units occupied by low- and moderate-income households is a cost-effective way to invest limited resources to retain existing housing units that are already affordable to low- and moderate-income households in the community. Addressing substandard housing conditions through housing preservation activities provide that all economic segments of the community have the means to ensure that their property meets local standards and that all Compton residents have the opportunity to live in decent housing.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	12
Special-Needs	0
Total	12

Table 10 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	803
The Production of New Units	1
Rehab of Existing Units	1
Acquisition of Existing Units	10
Total	815

Table 11 - One Year Goals for Affordable Housing by Support Type

Discussion

The Strategic Plan identifies a high priority need to expand the supply of affordable housing and a high priority need to preserve the supply of affordable housing. During the 2018-2019 program year, the City of Compton will invest HOME and NSP funds in the preservation of affordable housing units. Specifically, HOME and NSP funds will be used to support affordable housing preservation projects including the HOME-funded First-time Homebuyer Program and CHDO New Construction Program, and the NSP-funded Acquisition/Rehabilitation Resale and Rental Program. In addition, approximately 803 vouchers distributed by the local housing authority each year aid in providing affordable rental housing.

AP-60 Public Housing – 91.220(h)

Introduction

The Compton Housing Authority (CHA) administers a Section 8 program. Housing Authority of the County of Los Angeles (HACoLA) administers both a Section 8 and public housing developments in the City of Compton. The data provided below is a compilation of both public housing agencies.

Actions planned during the next year to address the needs to public housing

HACoLA will continue to serve the needs of residents through public housing and Section 8 vouchers. Specifically, the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020. Los Angeles County mirrors this trend. To address the need for the growing senior population, in August of 2013, HUD approved HACoLA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions to encourage public housing residents to become more involved in management and participate in homeownership

To support this effort, HACoLA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Once the COP is established and the family experiences an increase in tenant rent as a result of earned income, an escrow account in their name is established and increased earned income is deposited into this account. Escrow accounts are disbursed to the family once the family has graduated successfully from the program. Families are encouraged to utilize these funds towards educational and homeownership endeavors.

Additionally, HACoLA provides residents with information on CDC's homeownership programs.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A, Neither PHA is designated as a Troubled PHA.

Discussion

CHA and HACoLA are well-positioned to maintain and expand the supply of affordable housing units in the City of Compton and throughout Los Angeles County through its partnerships with the State of California, Los Angeles County Community Development Commission, the City of Compton and other housing partners.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City will invest CDBG funds during the 2018-2019 program year to address high priority needs identified in the 2015-2019 Consolidated Plan including preventing homelessness and providing public services to homeless populations. This will be accomplished through Domestic Violence Prevention Program which will assist a total of 75 victims of domestic violence. The City has not received its usual allocation of Emergency Solutions Grant funds that is typically used by the City to fund homeless programs during the last three years.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Preventing and ending homelessness is a HUD priority addressed nationally through coordination of regional strategies carried out locally by government agencies and a wide variety of community-based organizations and faith-based groups. Consistent with this approach, the City of Compton supports the efforts of The Los Angeles Homeless Service Authority (LAHSA), County Continuum of Care (CoC), and its member organizations that address homelessness throughout Los Angeles County. In alignment with this strategy, the City will use CDBG funds to support local service providers as well as City run programs to prevent homelessness and to expand the supply of affordable housing in Compton for low- and moderate-income residents.

In September 2003, the Los Angeles City and County officials brought together over 60 leaders to establish a working group to develop a Ten-year plan to end homelessness in Los Angeles County. According to the Ten-Year Plan to End Homelessness, the CoC is in the process of implementing several regional strategies that will enhance local coordination to more effectively assist people in need. To more rapidly identify and assess people experiencing homelessness, the CoC is working to create regional homeless access centers that will offer fully coordinated systems of outreach and will facilitate universal assessment, intake, referral and transportation to resources. The CoC is also developing resources of information (such as 2-1-1) to better serve individuals who are homeless or at risk of becoming homeless. In addition, the CoC is working to implement a database using real time information from intake and assessment that is housed in the Homeless Management Information System (HIMS). Collectively these strategies will help minimize duplication of effort and better connect the most vulnerable individuals and families, chronically homeless, and people at risk of becoming homeless to appropriate resources.

To reach out to unsheltered homeless persons and assess their individual needs for the purpose of connecting them with available emergency shelter and transitional housing resources, the City of Compton, through its Grants Management Division will provide information and referrals — primarily to 2-1-1 Los Angeles County. Additionally, to reduce and end homelessness, the City of Compton will provide CDBG public service funds to the following activities:

Legal Aid Society of Orange County: Domestic Violence Prevention Program (75 people).

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is transitional to permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system in order to address the immediate needs of Los Angeles County's homeless population.

Los Angeles County has implemented policy and program changes aimed at ensuring homeless persons in Los Angeles County are rapidly housed and offered an appropriate level of support services to meet their circumstances and keep them stably housed. Between 2013 and 2014, a total of 25 shelter (e.g. emergency, transitional and seasonal/overflow) beds were removed from the Homeless Inventory Count (HIC). In contrast, 12 permanent supportive housing beds were added to the HIC.

This increase in permanent supportive housing for the most vulnerable populations is attributed to Los Angeles County homeless service providers re-tooling their programs and shifting their focus to moving people quickly into permanent supportive housing throughout the County. Homelessness can be significantly reduced and the quality of life of our residents, especially those precariously housed or homeless can be improved.

Additionally, the City supports Legal Aid Society of Orange County, an organization providing emergency shelter and support services to victims of domestic violence. The agency is an on-site short-term transitional housing program with self-contained apartments for abused women and their children who have successfully completed the 30-45-day emergency shelter program and are eligible to participate in the Family Healing Center program for up to three months.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

In support of CoC efforts, this Strategic Plan provides for the use of ESG funds to support activities implemented by local nonprofit organizations that provide services to help prevent and eliminate homelessness, including families at risk of homelessness, victims of domestic violence and their families. The City will also use HOME funds to promote home ownership opportunities as one of the main goals for the City. For the next five years, the new plan recommends the following strategies to reduce homelessness throughout the County:

- Know who is homeless and what they need – Conduct a count of every person living on the streets, shelters, or other places not fit for human habitation to understand the scope of homelessness in each community;
- Create the housing and the services to help people thrive - Create affordable housing units through new construction or rehabilitation of existing buildings and provide supportive services in permanent supportive housing that are critical to housing retention;

- Shift to a Housing First System, a system through which homeless people are back in permanent housing in less than 30 days and there are few requirements for housing;
- Get involve and get other involved – Encourage others (individual of agency) to commit to partnering with other leaders to end chronic and veteran homelessness by 2016 and volunteer at local organizations.

By fully investing in solutions that work and getting communities to get involved at every level (i.e. federal, state, local, for profit organizations, non-provident organizations, and residents) the end of homelessness throughout Los Angeles County can be possible.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Homelessness often results from a complex set of circumstances that require people to choose between food, shelter and other basic needs. Examples of common circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.

Referred to as “Bring L.A. Home!” The Campaign to End Homelessness”, the plan initiates a 10-year campaign to end homelessness in Los Angeles County by establishing a broad range of strategies that address a multitude of issues related to homelessness. The plan is consistent with State and Federal initiatives for ending homelessness and consists of the following seven guiding principles:

- Preventing homelessnes
- Addressing the structural causes of homelessness
- Sustaining the current capacity to serve homeless people and building new capacity where it is needed
- Ensuring rapid return to housing for people who become homeless
- Bringing alienated homeless people into the mainstream of society
- Taking a regional approach to the crisis
- Reaffirming that housing is one of the basic human rights

With the focus of addressing family homelessness, chronic homelessness and mainstream and system changes (homeless prevention), “Bring L.A. Home! The Campaign to End Homelessness” represents a commitment by all stakeholders throughout the County to end homelessness within a decade.

Discussion

With CDBG and limited ESG resources (when available), the City is investing funds through the grants made to organizations such as Pathway/Volunteers of America and Legal Aid Society of Orange County to prevent homelessness in Compton. The City of Compton considers ending and preventing

#13.

homelessness a high priority and will support CDBG public service activities that help prevent homelessness and that provide a structured path to stable housing for individuals and families who become homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

A barrier to affordable housing is a public policy or nongovernmental condition that constrains the development or rehabilitation of affordable housing, such as land use controls, property taxes, state prevailing wage requirements, environmental protection, cost of land and availability of monetary resources. Barriers to affordable housing are distinguished from impediments to fair housing choice in the sense that barriers are lawful and impediments to fair housing choice are usually unlawful.

Based on information gathered during community meetings, the Consolidated Plan Needs Assessment Survey, the 2013-2021 Housing Element and market analysis, the primary barriers to affordable housing in Compton are housing affordability and the lack of monetary resources necessary to develop and sustain affordable housing. The two barriers are related in the sense that demand for affordable housing exceeds the supply and insufficient resources are available to increase the supply of affordable housing to meet demand.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In the development of the 2013-2021 Housing Element, the City evaluated significant public policies affecting affordable housing development such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges and growth limitations. Based on this evaluation, the City determined that it has taken all necessary steps to ameliorate the negative effects of public policies that may have been a barrier to affordable housing. Moreover, the City is actively engaged with affordable housing developers concerning the siting of affordable housing and ensuring that the entitlement process runs smoothly from inception to completion.

Discussion:

To address housing affordability and the lack of monetary resources for affordable housing, the City will invest 2018-2019 CDBG, HOME, and NSP funds for the aquisition and preservation of existing affordable housing units over the next five years. This strategy will increase the supply of affordable housing and preserve existing affordable housing in the City. In addition, approximately 803 vouchers are distributed by the local housing authority each year, which aid in providing affordable rental housing.

AP-85 Other Actions – 91.220(k)

Introduction:

In the implementation of the FY 2018-2019 Annual Action Plan, the City will invest CDBG and HOME resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure and enhance coordination between public and private housing and social service agencies.

Actions planned to address obstacles to meeting underserved needs

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City is investing CDBG and HOME funds through the FY 2018-2019 Action Plan in projects that provide grants and loans to low- and moderate-income homeowners for home improvements, projects that provide public and neighborhood services to low- and moderate-income people and those with special needs, and projects that prevent homelessness. To address underserved needs, the City is allocating 100 percent of its CDBG and HOME investments for program year 2018-2019 to projects and activities that benefit low- and moderate-income people.

Actions planned to foster and maintain affordable housing

In the implementation of the FY 2018-2019 Annual Action Plan, the City will invest CDBG and HOME funds to preserve and maintain affordable housing through the City of Compton First-Time Homebuyer Program that will provide deferred loans to approximately three (3) households. In addition, the City will work with a locally certified CHDO to provide for the construction of one (1) new single-family home to benefit one low- and moderate-income household. The Code Enforcement program will provide for inspections of housing in the low- and moderate-income areas and Building and Safety Department will inspect all housing units acquired with federal funds, with a goal of inspecting 100 households during the program year.

Actions planned to reduce lead-based paint hazards

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the City of Compton Housing Rehabilitation Program will conduct lead-based paint testing and risk assessments for each property assisted that was built prior to January 1, 1978 and will incorporate safe work practices or abatement into the scope of work as required to reduce lead-based paint hazards in accordance with 24 CFR Part 35.

Actions planned to reduce the number of poverty-level families

The implementation of FY 2018-2019 CDBG and HOME activities meeting the goals established in the 2015-2019 Consolidated Plan - Strategic Plan and this Annual Action Plan will help to reduce the number of poverty-level families by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households;
- Supporting activities that preserve the supply of decent housing that is affordable to low- and moderate-income households;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness;
- Supporting housing preservation programs that assure low income households have a safe, decent and appropriate place to live;
- Supporting public services for low- and moderate-income residents including those with special needs and those at-risk of homelessness offered by nonprofit organizations receiving ESG funds; and
- In addition to these local efforts, mainstream state and federal resources also contribute to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provide pathways out of poverty for families who are ready to pursue employment and educational opportunities.

Additionally, in California, the primary programs that assist families in poverty are CalWORKS, CalFresh (formerly food stamps) and Medi-Cal. Together, these programs provide individuals and families with employment assistance, subsidy for food, medical care, childcare and cash payments to meet basic needs such as housing, nutrition and transportation. Other services are available to assist persons suffering from substance abuse, domestic violence and mental illness.

Actions planned to develop institutional structure

The institutional delivery system in Compton is high-functioning and collaborative—particularly the relationship between local government and the non-profit sector comprised of a network of capable non-profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City. The City of Compton will collaborate with nonprofit agencies receiving CDBG and HOME funds through the 2018-2019 Annual Action Plan to ensure that the needs of low- and moderate-income residents are met as envisioned within the 2015-2019 Consolidated Plan - Strategic Plan.

Actions planned to enhance coordination between public and private housing and social service agencies
To enhance coordination between public and private housing and social service agencies, the City will continue consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Compton.

Discussion:

In the implementation of the FY 2018-2019 Annual Action Plan, the City will invest CDBG and HOME resources to address obstacles to meeting underserved needs, foster and maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty-level families, develop institutional structure and enhance coordination between public and private housing and social service agencies.

#13.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

In the implementation of programs and activities under the FY 2018-2019 Annual Action Plan, the City of Compton will follow all HUD regulations concerning the use of program income, forms of investment, overall low- and moderate-income benefit for the CDBG program and recapture requirements for the HOME program.

Eligible applicants for CDBG assistance include subrecipients who may carry out programs to benefit program beneficiaries on behalf of the City. Applications from interested subrecipients may be solicited by the City directly or via published Notices of Funds Availability at the discretion of the City. Eligible beneficiaries for CDBG or HOME funded Housing Rehabilitation or First-Time Homebuyer Programs include households earning less than 80 percent of AMI. Eligible participants are those who have not previously owned a home for the City's First-Time Homebuyer Program and those who reside in a single family owner-occupied housing unit for the City's Housing Rehabilitation Program. Awarded funds will be awarded on a first come first serve basis to eliminate favoritism. A client waiting list will be established in the event of limited funds for any specific program. The City's HOME programs will be advertised via flyers, notification on the City's website, cold calls, and if necessary, publication in a newspaper of general circulation. The City will also conduct program Workshops as necessary to solicit prospective applicants. Program guidelines and applications for all programs may be obtained in person at the City's Grants Division located on the second floor of City Hall or on the City's website.

Prospective subrecipients, beneficiaries and developers may obtain more information on the Compton Grants Division website at www.comptoncity.org.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0

5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The City will not use any other forms of investment beyond those identified in Section 92.205.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   See Appendix.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   See Appendix.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City does not intend to use HOME funds under the 2018-2019 Annual Action Plan to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

#13.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   N/A- This City will not be receiving ESG funds.

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   N/A- This City will not be receiving ESG funds.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   N/A- This City will not be receiving ESG funds.

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   N/A- This City will not be receiving ESG funds.

5. Describe performance standards for evaluating ESG.

   N/A- This City will not be receiving ESG funds.

N/A- This City will not be receiving ESG funds.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR 2018-2019 CONSOLIDATED ANNUAL ACTION PLAN AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS**

Laurence Adams	**7/16/2018 7:18:39 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/18/2018 9:22:00 PM**
CITY ATTORNEY	DATE
Rafaela King	**7/18/2018 8:46:58 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/16/2018 10:51:15 AM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR FERGUSON WATERWORKS FOR THE PURCHASING AND DELIVERY OF STORE SUPPLIES FOR THE 2018-2019 FISCAL YEAR ($125,163.41)

SUMMARY

This resolution authorizes the City Manager to accept the bid of Ferguson Waterworks in the amount of One Hundred Twenty Five Thousand One Hundred Sixty Three Dollars and Forty-One Cents ($125,163.41) for the purchase and delivery of store supplies needed by the Compton Municipal Water Department ("Department") to stock the Department warehouse during Fiscal Year 2018-2019 and establish a purchase order.

BACKGROUND

The Department is responsible for constructing, inspecting, maintaining, repairing and replacing water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and supplies for domestic water service throughout the City.

It is necessary for the Department to have supplies for the repair and maintenance of the Water Distribution System; thus, the Department replenishes supplies on a regular basis to have them readily available for routine activities as well as emergencies situations.

STATEMENT OF ISSUE

The Department advertised for bids for the furnishing and delivery of store supplies for the 2018-2019 Fiscal Year. The following bids were received and opened on July 5, 2018:

VENDOR	BID AMOUNT
Brandon Supply Corporation	$110,101.34
Ferguson Waterworks	**$125,163.41**

Staff reviewed all bids submitted and determined that the bid of Ferguson Waterworks is the lowest most responsible bidder. The bid from Brandon Supply was rejected for addition problems and non-responds to all areas of the bid. The bid package submitted was not complete.

FINANCIAL IMPACT

Funds in the amount of $125,163.41 have been allocated in the Water Department's 2018-2019 Fiscal Year Budget in Account Number 5000-880-000-4235.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND ESTABLISHING A PURCHASE ORDER FOR FERGUSON WATERWORKS FOR THE PURCHASING AND DELIVERY OF STORE SUPPLIES FOR THE 2018-2019 FISCAL YEAR ($125,163.41)

WHEREAS, the Compton Municipal Water Department ("Department") is responsible for constructing, inspecting, maintaining, repairing and replacing water mains, gate valves, fire hydrants, meter boxes and covers and providing other services and supplies for domestic water service throughout the City; and

WHEREAS, it is necessary for the Department to have supplies for the repair and maintenance of the Water Distribution System; thus, the Department replenishes supplies on a regular basis to have them readily available for routine activities as well as emergency situations: and

WHEREAS, the Department advertised for bids for the furnishing and delivery of store supplies for the 2018-2019 Fiscal Year and the following bids were received and opened on July 5, 2018:

VENDOR	**BID AMOUNT**
Brandon Supply Corporation	$110,101.34
Ferguson Waterworks	**$125,163.41**

WHEREAS, staff reviewed all bids submitted and determined that the bid of Ferguson Waterworks is the lowest most responsible bidder. The bid from Brandon Supply was rejected for addition problems and non-responds to all areas of the bid. The bid package submitted was not complete; and

WHEREAS, funds have been allocated in the Water Department's Fiscal Year 2018-2019 Budget for this expenditure.

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

SECTION 1. That the bid of Ferguson Waterworks in the amount of ($125,163.41) One Hundred Twenty-Five Thousand One Hundred Sixty-Three Dollars and Forty-One Cents for the furnishing and delivery of store supplies is hereby accepted and all other bids are rejected.

SECTION 2. That funds for these expenditure are available in the Compton Municipal Water Department's Fiscal Year 2018–2019 budget in Account Number 5000-880-000-4235.

SECTION 3. That the City Manager is hereby authorized to establish a purchase order in the amount of One Hundred Twenty-Five Thousand One Hundred Sixty-Three Dollars and Forty-One Cents ($125,163.41).

SECTION 4. That a certified copy of this Resolution shall be filled in the offices of the City Clerk, City Manager, City Controller, and Municipal Water Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
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, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was signed by the Mayor and adopted by the City Council at a regular meeting thereof held on the ___ day of _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF FERGUSON WATERWORKS FOR THE PURCHASING AND DELIVERY OF STORE SUPPLIES FOR THE 2018-2019 FISCAL YEAR ($125,163.41)**

Kenneth Holcomb	**7/19/2018 1:10:45 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/21/2018 10:35:42 AM**
CITY ATTORNEY	DATE
Rafaela King	**7/20/2018 4:59:37 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/19/2018 2:13:33 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,789 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROGRESSIVE LAND CLEARING DBA THOMAS DEMOLITION FOR DEMOLITION OF STRUCTURES AND ABATEMENT AT 1105 SOUTH ALAMEDA STREET ($140,000.00).**

SUMMARY

Adoption of this resolution will authorize the City Manager establish a purchase order in an amount not to exceed One Hundred Forty Thousand Dollars ($140,000.00), and execute a contract with Progressive Land Clearing dba Thomas Demolition for the demolition of a City owned building located at 1105 South Alameda Street (Pacific Coast Waste and Recycling Trash Yard) in the City of Compton.

BACKGROUND

The City of Compton owns the property located at 1105 South Alameda Street. This property was used as the Pacific Coast Waste and Recycling yard for the management of trash services provided to City residents. Currently, the yard is no longer being used and has become victim to graffiti and homeless squatters. The building is in poor condition and is uninhabitable due to the presence of asbestos, smoke damage, and debris.

The City's efforts to board up and protect the building have yielded little success. City security and Sherriff deputies have been called to evacuate squatters on a weekly basis. This location has become a public health and safety concern that must be mitigated. Staff believes that the only viable option left is to demolish the building.

STATEMENT OF ISSUE

On June 5, 2018, the City Council adopted Resolution 24,789, which authorized a purchase order in the amount of $44,594.00 with Progressive Land Clearing however, since then, more cost has been identified and a higher amount is required to be authorized in order for the demolition to move forward.

On June 20, 2018, days before the scheduled demolition, the building at 1105 South Alameda Street caught on fire. The fire disturbed the asbestos in the building and now

AQMD has labeled the facility as Procedure 5. Procedure 5 is an approved plan to clean up the material containing disturbed asbestos, while protecting public health. The plan entails the building to be encapsulated and the procedure will cost substantially more than initially anticipated.

Progressive Land Clearing dba Thomas Demolition was the lowest responsible bidder both times that staff solicited bids for demolition before the fire happened. Progressive Land Clearing has also started the demolition at 1950 North Central Avenue and have provided the City with satisfactory results. Staff recommends that the City Council approve the proposed resolution and authorize the City Manager upon the advice of the City Attorney to execute a contract with Progressive Land Clearing and issue a purchase order in the amount not to exceed $140,000.00.

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds for this expenditure ($140,000.00) are available in the 2018-2019 Fiscal Year Budget of the Compton Water Department in Account No. 5100-850-000-4294.

RECOMMENDATION

It is staff's recommendation that the City Council adopt the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,789 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH PROGRESSIVE LAND CLEARING FOR DEMOLITION OF STRUCTURES AND ABATEMENT AT 1105 SOUTH ALAMEDA STREET ($140,000.00).

WHEREAS, the City of Compton owns the property located at 1105 South Alameda Street; and

WHEREAS, this property is no longer in use as a waste and recycling yard, and has become victim to graffiti and homeless encampments; and

WHEREAS, the building is in poor condition and is uninhabitable due to the presence of asbestos, smoke damage and debris; and

WHEREAS, staff believes that the only viable option to abate this property nuisance is to demolish the building.

WHEREAS, on June 5, 2018, the City Council adopted Resolution 24,789, which authorized a purchase order in the amount of $44,594.00 with Progressive Land Clearing however, since then, more cost has been identified and therefore Resolution No. 24,789 needs to be rescinded; and

WHEREAS, on June 20, 2018, days before the scheduled demolition, the building at 1105 South Alameda Street caught on fire. The fire disturbed the asbestos in the building and now AQMD has labeled the facility as Procedure 5. Procedure 5 is an approved plan to clean up the material containing disturbed asbestos, while protecting public health. The plan entails the building to be encapsulated and the procedure will increase the abatement cost an additional amount not-to-exceed $100,000; and

WHEREAS, Progressive Land Clearing dba Thomas Demolition was the lowest responsible bidder both times that staff solicited bids for demolition before the fire happened. Staff recommends that the City Council approve the proposed resolution and authorize the City Manager upon the advice of the City Attorney to execute a contract with Progressive Land Clearing and issue a purchase order in a total amount not-to-exceed $140,000.00; and

WHEREAS, funds for this expenditure are available in the 2018-2019 Fiscal Year budget.

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

Section 1. That Resolution No. 24,789 is hereby rescinded.

Section 2. That the bid for Progressive Land Clearing for the demolition of a City owned building located at 1105 South Alameda Street (Pacific Coast Waste and Recycling Trash Yard) is hereby accepted.

Section 3. That the City Manager, with the advice of the City Attorney, is hereby authorized to enter into a contract with Progressive Land Clearing.

Section 4. That the City Manager is authorized to issue a purchase order to Progressive Land Clearing in a total amount not-to-exceed $140,000.00.

Section 5. That funds for these services are available in the Fiscal Year 2018-2019 Budget in the following accounts:

Account	Description	Amount
5100-850-000-4294	Contingency	$140,000.00

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services and the City Controller.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2018.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Asbestos Survey_____
AQMD Filing_____
Abated_____
Rev./Emergency_____
Permit_____
City Lic._____
Dig Alert#_____
Insurance_____
Start Date_____
Fence_____
Height Insp._____
Other_____

PLEASE SIGN AND RETURN THIS COPY, ALONG WITH PROOF OF NO ASBESTOS, BEFORE DEMOLITION CAN BE SCHEDULED

PROPOSAL AND CONTRACT #12950 R3
PROGRESSIVE LAND CLEARING, A CORPORATION

dba THOMAS DEMOLITION
http://thomasdemolition.com/
1612 W. 134th Street
Gardena, CA 90249
310-532-0097 - 310-532-3368 FAX
STATE LICENSE #699083 A/C-21/C-61/D-12/D-63

DATE: **June 7, 2018**

CLIENT:	**City of Compton**		
ATTN:	**Nebraska Jones**	**PROJECT:**	**1105 S. Alameda St.**
ADDRESS:	**205 S. Willowbrook Ave.**	**ADDRESS:**	**1105 S. Alameda St.**
	Compton, CA 90220		**Compton, CA**
E-Mail:	**njones@comptoncity.org**		
PHONE:	**(310)605-6302**	**CELL:**	**(310)650-7420**

THOMAS DEMOLITION AGREES TO FURNISH AND PROVIDE LABOR, MATERIALS, AND EQUIPMENT TO PERFORM AND COMPLETE IN A GOOD WORKMANLIKE MANNER THE FOLLOWING:

ABATEMENT:

1. **Provide all labor and materials for the removal and disposal of Asbestos containing materials as follows:**

   A. File required 10-day notification to governing Agencies including fees.
   B. Set up asbestos containment controls as required and post proper signage.
   C. Removal of asbestos containing materials.
   D. Properly bag, label, manifest and dispose of all hazardous waste as required in an approved landfill.

   "NO OTHER WORK IS PROPOSED NOR CONTEMPLATED AT THIS TIME"

2. **Notes and Conditions:**

   A. Project will commence upon receiving signed and mutual agreement by Client and Thomas Demolition.
   B. Personal air monitoring to be provided by trained Thomas Demolition's personnel.
   C. Owner to supply electricity, parking and water for the duration of the project.
   D. All work to be performed during regular working hours Monday thru Friday unless otherwise stated in this proposal.

#15.

E. All parties agree that Thomas Demolition shall have no liability to customers for damages sustained by the customer in excess of the contract price stated herein.
F. Thomas Demolition is not responsible for minor paint and wall damage that may occur during the abatement procedure.
G. Notifications to governing agencies, transportation, and disposal of waste to an approved landfill are included.
H. This proposal is valid for (30) days and is based on completing the project in **one (1) move in**. If additional move-ins are required, they will be charged accordingly.
I. This proposal is inclusive of general liability insurance in the amount of $2,000,000.00 per occurance.
J. Price does not include Floats, leveling compounds and/or any other types of floor resurfacing materials.

3. STANDARD EXCLUSIONS: Contaminated Soils, Protection, Removal, Replacement and Storage of Contents and/or Furniture. Protection of Non-Work areas, Paint Preparations or Wet Sanding. UNION LABOR AGREEMENTS AND/OR CONTRIBUTIONS. Third Party oversight is not part of this Proposal/Contract. Utility disconnects, Project Layout, Lockout/Tag outs, Pedestrian barricades and/or scaffolding. Prevailing wages of any kind.

DEMOLITION:

1. Removal of metal buildings, track point, awnings, walls including office building to slab.
2. Remove block C, M, U walls to existing slab.
3. Remove steel metal posts to slab.
4. Slabs, footings, concrete hardscape remains.
5. Remove approximately 40 tons of dumped concrete.
6. Remove misc. debris per site walk 2/6/18.
7. Property line walls and fencing remains.
8. Haul debris off site per City of Compton Waste Management requirements.
9. Broom clean work area.
10. Price based on prelim wage.

TERMS: Balance due in full upon completion.

EXCLUSIONS: LEAD/ASBESTOS SURVEY; HAZARDOUS WASTE; UTILITY ABANDONMENT; PERIMETER PROPERTY LINE WALLS/FENCES; WATER (FOR DUST CONTROL); PORTABLE TOILET; SIDEWALK CANOPY; FENCING; DAMAGE TO ASPHALT/CONCRETE; TREES; SAW-CUTTING; LAYOUT; DAMAGE TO FIRE SPRINKLER SYSTEM; DAMAGE TO EXISTING ELECTRICAL PLUMBING SYSTEM; DAMAGE TO SECURITY/ALARM/ FIRE ALARM SYSTEMS; DAMAGE TO PHONE/FIBER OPTIC/CABLE LINE SYSTEMS; EROSION CONTROL; AFTER HOURS SECURITY; SLAB AND FOOTING REMOVAL.

CONTRACT WILL BE VOIDED IF ALTERED WITHOUT PERMISSION FROM THOMAS DEMOLITION.

PRICE BASED ON DIESEL FUEL AT $3.65 PER GALLON, PRICE BASED ON DUMPSITE OPEN & NO PRICE INCREASE OF DUMP FEE PRIOR TO START OF WORK, PRICE OF BID WILL CHANGE IF FUEL PRICE EXCEEDS $3.65 PER GALLON AND DUMP SITES ARE CLOSED.

ANY UNFORSEEN CHANGES OR EXTRAS IN ADDITION TO CONTRACT WILL BE BILLED AT TIME AND MATERIAL.

ALL SALVAGE TO BECOME PROPERTY OF THOMAS DEMOLITION. THE OWNER HEREBY AGREES THAT HE WILL NOT REMOVE OR ALLOW ANY OTHERS TO REMOVE FROM THE PROPERTY FIXTURES,

FITTINGS, ELECTRICAL, WIRE, CONDUIT, COPPER PLUMBING, AND ANY AND ALL OTHER ARTICLES AFFIXED TO THE PROPERTY FROM THE DATE THE CONTRACTOR'S BID FOR THE WORK HAS BEEN SUBMITTED (IT BEING SPECIFICALLY UNDERSTOOD THAT THE CONTRACTOR SUBMITTED HIS BID BASED UPON THE PROPERTY AS IT EXISTED AT THE TIME THAT THE BID WAS MADE).

FOR DUST CONTROL PURPOSES, OWNERS ARE REQUIRED TO PROVIDE WATER SERVICES UNTIL AFTER DEMOLITION.

IN THE EVENT THAT IT BECOMES NECESSARY TO INSTITUTE A SUIT OR TO EMPLOY AN ATTORNEY TO ENFORCE ANY PROVISION UNDER THIS AGREEMENT OR ANY MODIFICATION THEREOF, THE PREVAILING PARTY SHALL RECEIVE PAYMENT FOR COURT COSTS AND ATTORNEY'S FEES.

WE REQUIRE THE FOLLOWING INFORMATION PRIOR TO SCHEDULING:

- SIGNED CONTRACT
- COPY OF ASBESTOS INSPECTION REPORT AND ASBESTOS ABATEMENT COMPLETION BY CERTIFIED COMPANIES
- APPROXIMATE SQUARE FOOTAGE AND AGE OF STRUCTURE
- PROPERTY OWNER'S NAME, ADDRESS, ZIP AND PHONE NUMBER
- DEMOLITION AND SEWER PERMITS TO BE OBTAINED BY OTHERS PRIOR TO DEMOLITION

(CONTRACTOR'S LICENSE LAW – SECTION 7019) UNDER THE MECHANIC'S LIEN LAW, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES HAS THE RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE BE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER, OR SUPPLIER REMAINS UNPAID.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:
CONTRACTORS STATE LICENSE BOARD, 9835 GOETHE ROAD, P.O. BOX 26000, SACRAMENTO, CA 95826

1½% PER MONTH SERVICE CHARGE ON DELINQUENT ACCOUNTS OVER THIRTY DAYS.
ALL CREDIT CARD TRANSACTIONS ARE SUBJECT TO A 4% TRANSACTION FEE.

THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN 15 DAYS.

Respectfully submitted,

John W. Thomas, President
PROGRESSIVE LAND CLEARING, A CORPORATION
dba THOMAS DEMOLITION

ACCEPTED BY:_____
Cecil W. Rhambo, Jr.
City Manager

APPROVED AS TO FORM:_____
Craig J. Cornwell
City Attorney

ATTEST:_____
Alita Godwin, CMC
City Clerk

Date:_____

THOMAS DEMOLITION IS COVERED BY ONE MILLION DOLLARS GENERAL LIABILITY INSURANCE, ONE MILLION DOLLARS WORKERS' COMP INSURANCE, AND ONE MILLION DOLLARS AUTO INSURANCE.

July 24, 2018

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CECIL W. RHAMBO, CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS ACCEPTING $500,000 IN CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM GRANT FUNDS AND VOLUNTEERS OF AMERICA OF LOS ANGELES IN THE AMOUNT OF $400,000 FOR IMPLEMENTATION OF THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM**

SUMMARY

Adoption of this resolution authorizes the following:

1. Authorize the City Manager to execute an agreement with the State of California Board of State and Community Corrections ("BSCC") wherein the City shall accept and appropriate California Violence Intervention and Prevention Program ("CalVIP") grant funds in the amount of Five Hundred Thousand Dollars ($500,000.00).

2. Authorize the City Manager to execute a two (2) year (i.e. July 1, 2018 through June 30, 2020) agreement with Volunteers of America of Los Angeles for the implementation of the CalVIP Program, and establish a purchase order in the amount of Four Hundred Thousand Dollars ($400,000.00) for the two (2) year contractual terms (i.e. $200,000.00 per contract year).

3. Authorize the City Manager to retain and appropriate $100,000 of the total CalVIP Program grants funds for administrative oversight and financial review for the two (2) year contractual terms (i.e. $50,000 per contract year). Amend the 2018-2019 Fiscal Year budget to appropriate $50,000 in salaries.

BACKGROUND

On January 18, 2018, the City of Compton, in partnership with Volunteers of America of Los Angeles ("Volunteers of America"), applied for a California Violence Intervention and Prevention ("CalVIP") Program Grant from the State of California Board of State and Community Corrections ("BSCC"). On May 1, 2018, the BSCC informed the City that it was eligible to receive a CalVIP Program Grant in the amount of Five Hundred Thousand Dollars ($500,000.00).

The purpose of the CalVIP Program Grant is to develop and implement programming for at-risk transition-aged youth between the ages of 18-25 years old. The City's program would include a comprehensive employment and life skills training program to prepare youth for stable, independent lives outside of gang involvement and service approximately 300 youth.

CalVIP Program Grants funds in the amount of $500,000 are available for a two (2) year period, expiring August 15, 2020. The BSCC requires each City that receives the CalVIP Program Grant funds to distribute at least fifty (50%) percent of the grant funds

to one or more community-based organizations, also to collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with a goal of reducing violence in the City and adjacent areas. The community-based organization must:

- Have been duly organized, in existence, and in good standing as of June 1, 2018;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address.

STATEMENT OF ISSUE

The City applied for CalVIP Program Grant funds in partnership with the Volunteers of America. The BSCC requires that cities receiving CalVIP Grant funds distribute at least 50% of the funds to a community-based organization. The funding proposal identifies Volunteers of America as the proposed organization to partner with the City and that Volunteers of America would be responsible for program delivery, including program staffing, provision of life skill training and employment services. Volunteers of America has been identified and verified as meeting the above-specified community organization criteria and has vast experience and success in operating and providing youth diversion programs.

The City does not have the capacity to implement this program in its entirety; thus, proposes to retain $100,000.00 of the total CalVIP Program Grants funds for administrative oversight and financial review.

In order to receive the CalVIP Program funds, the City Council must authorize the City Manager to enter into an agreement with the BSCC to accept and appropriate the $500,000.00 in grant funds and secure a community-based organization to partner with the City for the implementation of the program.

FISCAL IMPACT

The Fiscal Year 2018-2019 budget includes $250,000 in revenues from CalVIP Grant Program Grant funds and $200,000 in expenditures for program costs for Volunteers of America. An amendment to appropriate the $50,000 in administrative costs should be as follows:

Increase Expenditures:

Account No.	Account Description	Amount
2683-540-0000-4101	Staff Salaries	$50,000

For the 2nd contract year of CalVIP Grant Program Grant funds, Fiscal Year 2019-2020 the budget should include the revenue of $250,000, and appropriations in the amount of $200,000 to Volunteers of America and $50,000 in administrative costs as follows:

Revenue:

Account No.	Account Description	Amount
2683-3569	Revenue	$250,000

Expenditures:

Account No. .	Account Description	Amount
2683-540-0000-4101	Staff Salaries	$50,000
2683-540-0000-4262	Other Professional Services	$200,000

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

ANNETTE POTTS, (INTERIM) GRANTS MANAGER
CITY MANAGER'S OFFICE

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS ACCEPTING $500,000 IN CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM GRANT FUNDS AND VOLUNTEERS OF AMERICA OF LOS ANGELES IN THE AMOUNT OF $400,000 FOR IMPLEMENTATION OF THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM

WHEREAS, the State of California Board of State and Community Corrections ("BSCC") agency has provided funds to California cities and community-based organizations through the California Violence Intervention and Prevention ("CalVIP") Program grants for developing and implementing programs for at-risk transition-aged youth between the ages of 18-25 years old; and

WHEREAS, the BSCC requires each city that receives the CalVIP Program Grant funds to distribute at least fifty (50%) percent of the grant funds to one or more community-based organizations, also to collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with a goal of reducing violence in the City and adjacent areas; and

WHEREAS, the City of Compton, in partnership with Volunteers of America of Los Angeles ("Volunteers of America"), applied for a CalVIP Program Grant from the BSCC and in May 2018, the BSCC informed the City that it was eligible to receive a CalVIP Program Grant in the amount of Five Hundred Thousand Dollars ($500,000.00), which are available for a two (2) year period, expiring August 15, 2020; and

WHEREAS, the City's application/funding proposal identified Volunteers of America as the proposed organization to partner with the City and that Volunteers of America would be responsible for program delivery, including program staffing, provision of life skill training and employment services, in that the City does not have the capacity to implement this program in its entirety; however; the City will retain $100,000.00 of the total CalVIP Program Grants funds for administrative oversight and financial review; and

WHEREAS, in order to receive the CalVIP Program funds, the City Council must amend the 2018-2019 Fiscal Year budget, authorize the City Manager to enter into an agreement with the BSCC to accept and appropriate the $500,000.00 in grant funds and secure a community-based organization to partner with the City for the implementation of the program and establish a purchase order to compensate the organization for its responsibilities.

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

Section 1. That the Five Hundred Thousand Dollars ($500,000.00) in California Violence Intervention and Prevention Program Grant funds is hereby accepted by the City of Compton.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an agreement with the California Board of State and Community Corrections accepting the $500,000.00) in California Violence Intervention and Prevention Program Grant funds and agreeing to abide by the terms and conditions of the grant agreement as set forth by the California Board of State and Community Corrections.

Section 3. That the City Manager, on the advice and approval of the City Attorney is further authorized to enter into a two (2) year (i.e. July 1, 2018 through June 30, 2020) agreement with Volunteers of America of Los Angeles for the implementation

of the California Violence Intervention and Prevention Program provisions at a not-to-exceed Two Hundred Thousand Dollars ($200,000.00) per contract/fiscal year.

Section 4. The Fiscal Year 2018-2019 budget includes $250,000 in revenues from California Violence Intervention and Prevention Program Grant funds and $200,000 in expenditures for program costs for Volunteers of America of Los Angeles. An amendment to appropriate the $50,000 in administrative costs should be as follows:

Increase Expenditures:

Account No.	Account Description	Amount
2683-540-0000-4101	Staff Salaries	$50,000

Section 5. That unexpended funds from Fiscal Year 2018-2019 shall be carried over to the following fiscal year budget as follows:

Revenue:

Account No.	Account Description	Amount
2683-3569	Revenue	$250,000

Expenditures:

Account No. .	Account Description	Amount
2683-540-0000-4101	Staff Salaries	$50,000
2683-540-0000-4262	Other Professional Services	$200,000

Section 6. That a copy of this Resolution shall be filed in the offices of the City Manager (Grants Division), City Controller, City Clerk and City Attorney.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
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

RESOLUTION NO. _____
Page 3

I, Alita Godwin, 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 _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
BSCC 850-17

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR'S NAME
CITY OF COMPTON

2. The term of this Agreement is: **May 1, 2018 through August 15, 2020**

3. The maximum amount of this Agreement is: **$ 500,000.00** FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement.

Exhibit A:	Scope of Work	3 pages
Exhibit B:	Budget Detail and Payment Provisions	4 pages
Exhibit C:	General Terms and Conditions (04/2017)	4 pages
Exhibit D:	Special Terms and Conditions	5 pages
Attachment 1:	CalVIP Request for Proposals*	
Attachment 2:	Grant Proposal/Application for Funding	24 pages
Appendix A:	CalVIP Executive Steering Committee	1 page
Appendix B:	Criteria for Non-Governmental Organizations Receiving CalVIP Funds	2 pages

** This item is incorporated by reference and can be accessed at:* http://www.bscc.ca.gov/s_bscccalvip.php

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
CITY OF COMPTON

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
CECIL W. RHAMBO, JR., City Manager

ADDRESS
205 S. Willowbrook Avenue, Compton, CA 90220

STATE OF CALIFORNIA

AGENCY NAME
BOARD OF STATE AND COMMUNITY CORRECTIONS

BY *(Authorized Signature)* ✍ | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING
MARY JOLLS, Deputy Director

ADDRESS
2590 Venture Oaks Way, Suite 200, Sacramento CA 95833

California Department of General Services Use Only

☒ Exempt per: SCM 1, 4.06

EXHIBIT A
Scope of Work

1. Grant Agreement – California Violence Intervention & Prevention (CalVIP) Grant

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as the BSCC) and City of Compton (hereafter referred to as Grantee or Contractor).

2. Project Summary and Administration

A. Compton has partnered with Volunteers of America of Los Angeles to provide direct participant services to at-risk transition-aged youth (ages 18-25). These youths are at high-risk of gang involvement which contributes to significant criminal activity in Compton. Each participant will be assigned a Job Developer that will coordinate the array of services to positively impact the lives of the at-risk transition-aged youth. This program will provide an intake and assessment component along with case management, comprehensive employment and life skills training and the "Thinking for A Change" evidence-based integrated behavior program.

B. Grantee agrees to administer the project in accordance with Attachment 1: CalVIP Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal/Application for Funding, which are attached and hereto and made part of this agreement.

3. Project Officials

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:
Name: Cecil W. Rhambo, Jr.
Title: City Manager
Address: 205 S. Willowbrook Avenue, Compton, CA 90220
Phone: 310-605-5585
Email: crhambo@comptoncity.org

Designated Financial Officer authorized to receive warrants:
Name: Nita McKay
Title: City Controller
Address: 205 S. Willowbrook Avenue, Compton, CA 90220
Phone: 320-605-5576
Email: nmckay@comptoncity.org

EXHIBIT A
Scope of Work

Project Director authorized to administer the project:
Name: Annette Potts
Title: Interim Grants Manager
Address: 205 S. Willowbrook Avenue, Compton, CA 90220
Phone: 310-761-1406
Email: apotts@comptoncity.org

C. Either party may change its project representatives upon written notice to the other party.

D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he or she has full legal authority to bind the entity for which he or she signs.

4. Data Collection

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: CalVIP Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.

5. Reporting Requirements

Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

A. **Progress Report Periods**	**Due no later than:**
1) May 1, 2018 to September 30, 2018	November 15, 2018
2) October 1, 2018 to December 31, 2018	February 15, 2019
3) January 1, 2019 to March 31, 2019	May 15, 2019
4) April 1, 2019 to June 30, 2019	August 15, 2019
5) July 1, 2019 to September 30, 2019	November 15, 2019
6) October 1, 2019 to December 31, 2019	February 15, 2020
7) January 1, 2020 to March 31, 2020	May 15, 2020
8) April 1, 2020 to April 30, 2020	June 15, 2020

B. **Evaluation Documents**	**Due no later than:**
1) Local Evaluation Plan	August 15, 2018
2) Final Local Evaluation Report	August 15, 2020

C. **Other**

Grantees shall submit all other reports and data as required by the BSCC.

EXHIBIT A
Scope of Work

6. Project Records

A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.

B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.

C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.

D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.

F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. Conflict of Interest

A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the CalVIP Executive Steering Committee (see Appendix A) from receiving funds from the CalVIP grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the CalVIP ESC membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the CalVIP ESC.

B. In cases of an actual conflict of interest with an ESC member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B
Budget Detail and Payment Provisions

1. Invoicing and Payments

A. The Grantee shall be paid monthly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

	Invoicing Periods	Due No Later Than:
1)	May 1, 2018 to May 31, 2018	July 15, 2018
2)	June 1, 2018 to June 30, 2018	August 15, 2018
3)	July 1, 2018 to July 31, 2018	September 15, 2018
4)	August 1, 2018 to August 31, 2018	October 15, 2018
5)	September 1, 2018 to September 30, 2018	November 15, 2018
6)	October 1, 2018 to October 31, 2018	December 15, 2018
7)	November 1, 2018 to November 30, 2018	January 15, 2019
8)	December 1, 2018 to December 31, 2018	February 15, 2019
9)	January 1, 2019 to January 31, 2019	March 15, 2019
10)	February 1, 2019 to February 28, 2019	April 15, 2019
11)	March 1, 2019 to March 31, 2019	May 15, 2019
12)	April 1, 2019 to April 30, 2019	June 15, 2019
13)	May 1, 2019 to May 31, 2019	July 15, 2019
14)	June 1, 2019 to June 30, 2019	August 15, 2019
15)	July 1, 2019 to July 31, 2019	September 15, 2019
16)	August 1, 2019 to August 31, 2019	October 15, 2019
17)	September 1, 2019 to September 30, 2019	November 15, 2019
18)	October 1, 2019 to October 31, 2019	December 15, 2019
19)	November 1, 2019 to November 30, 2019	January 15, 2020
20)	December 1, 2019 to December 31, 2019	February 15, 2020
21)	January 1, 2020 to January 31, 2020	March 15, 2020
22)	February 1, 2020 to February 29, 2020	April 15, 2020
23)	March 1, 2020 to March 31, 2020	May 15, 2020
24)	April 1, 2020 to April 30, 2020	May 15, 2020

B. An invoice is due to the BSCC even if grant funds are not expended or requested during the reporting period.

C. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. Grant Amount and Limitation

EXHIBIT B
Budget Detail and Payment Provisions

A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.

B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. Budget Contingency Clause

A. This grant agreement is valid through CalVIP funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 97 (Statutes of 2017, Chapter 14), also known as the California Budget Act of 2017. If CalVIP funding is reduced or falls below estimates contained within the CalVIP Request for Proposals, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

A. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. Project Costs

A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2016 BSCC Grant Administration Guide, which can be found under Quick Links here:

http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.

C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the

EXHIBIT B
Budget Detail and Payment Provisions

Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.

D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. Withholding of Grant Disbursements

A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.

E. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:

1) submittal and approval of the final invoice;
2) submittal and approval of the final progress report; and
3) submittal and approval of any additional required reports.

F. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.

G. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B
Budget Detail and Payment Provisions

7. Project Budget

BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	$100,000	$0	$0	$100,000
2. Services and Supplies	$0	$0	$0	$0
3. Professional Services and Public Agency Subcontracts	$0	$0	$0	$0
4. Community-Based (CBO) Subcontracts	$400,000	$500,000	$0	$900,000
5. Indirect Costs	$0	$0	$0	$0
6. Equipment/Fixed Assets	$0	$0	$0	$0
7. Project Evaluation	$0	$0	$0	$0
8. Other (Travel, Training, etc.)	$0	$0	$0	$0
TOTALS	$500,000	$500,000	$0	$1,000,000

EXHIBIT C
General Terms and Conditions (04/2017)

1. **Approval:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **Assignment:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **Audit:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **Indemnification:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **Disputes:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **Termination for Cause:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **Independent Contractor:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

EXHIBIT C
General Terms and Conditions (04/2017)

9. **Recycling Certification:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. **Non-Discrimination Clause:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person 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, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because 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, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **Certification Clauses:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
    Available at: (http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

12. **Timeliness:** Time is of the essence in this Agreement.

13. **Compensation:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

EXHIBIT C
General Terms and Conditions (04/2017)

14. Governing Law: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. Antitrust Claims: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

A. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. Child Support Compliance Act: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

EXHIBIT C
General Terms and Conditions (04/2017)

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **Priority Hiring Considerations:** If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **Small Business Participation and DVBE Participation Reporting Requirements:**

A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **Loss Leader:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
Special Terms and Conditions

1. Grantee's General Responsibility

B. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC is solely for the purpose of proper administration of grant funds, and shall not be deemed to relieve or restrict the Grantee's responsibility.

C. Grantee is responsible for the performance of all project activities identified in Attachment 1: CalVIP Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.

D. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. Grantee Assurances and Commitments

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: CalVIP Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. Potential Subcontractors

A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the

EXHIBIT D
Special Terms and Conditions

BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the CalVIP RFP and described in Appendix B.

D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.

E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. Project Access

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. Accounting and Audit Requirements

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall

EXHIBIT D
Special Terms and Conditions

be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement, or take other remedies legally available.

6. Debarment, Fraud, Theft or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

1) debarred by any federal, state, or local government entities during the period of debarment; or
2) convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Attachment G of the original Proposal Package).

7. Modifications

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

EXHIBIT D
Special Terms and Conditions

8. Termination

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breech of this Grant Agreement. Such action or inaction includes but is not limited to:

1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;

2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: CalVIP Request for Proposal/Application for Funding, or approved modifications;

3) failure to provide the required local match share of the total project costs; and

4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. Settlement of Disputes

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

EXHIBIT D
Special Terms and Conditions

B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. Union Activities

For all agreements, except fixed price contracts of $50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.

B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.

C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

11. Waiver

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

APPENDIX A
CalVIP Executive Steering Committee Roster

CalVIP Executive Steering Committee
Grant Cycle: May 1, 2018 through April 30, 2020

	Name	Title	Organization
1	Michelle Scray Brown, Chair	Chief Probation Officer	San Bernardino County Probation Department & BSCC Board Member
2	Ben Beltramo	Deputy District Attorney	Alameda County District Attorney's Office
3	Rev. Charles Dorsey, Ph.D.	Executive Director	COR Community Development Corporation
4	Steven Kim	Co-Founder and Executive Director	Project Kinship
5	Sam Lewis	Director of Inside Services	Anti-Recidivism Coalition
6	Ray Lozada	Supervising Probation Officer	Sacramento County Probation Department
7	Julio Marcial	Director, Youth Justice	Liberty Hill Foundation
8	Mike McLively	Senior Staff Attorney and Urban Gun Violence Initiative Director	Giffords Law Center to Prevent Gun Violence
9	Steve Moore	Sheriff	San Joaquin County
10	John Pineda	Leadership & Learning Coordinator	Motivating Individual Leadership for Public Advancement (MILPA)
11	Fritz Reber	Captain, Support Operations Division	Chula Vista Police Department
12	Alfonso Valdez, Ph.D.	Professor	U.C. Irvine - School of Social Services
Members of the original 2016 CalGRIP ESC that were unable to participate on the CalVIP ESC:			
	Leonard Barra	Sergeant	Imperial City Police Department
	Jason Benge	Sergeant	Humboldt County Sheriff's Office
	Lynn Sharpe-Underwood	Community Advocate & Principal Lecturer	Alliant University, San Diego

APPENDIX B
Criteria for Non-Governmental Organizations Receiving CalVIP Funds

The 2017-18 CalVIP Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving any CalVIP funds. The RFP describes these requirements as follows:

Any non-governmental, community organization that receives CalVIP grant funds must:

- Have been duly organized, in existence, and in good standing as of June 1, 2018;
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable.
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the CalVIP RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

See next page for signature block.

APPENDIX B
Criteria for Non-Governmental Organizations Receiving CalVIP Funds

(Page 2 of 2)

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
STREET ADDRESS	CITY	STATE	ZIP CODE
APPLICANT'S SIGNATURE (**Blue Ink Only**) X			DATE

California Violence Intervention and Prevention (CalVIP) Grant

PROPOSAL PACKAGE

COVER SHEET

Submitted by:

CITY OF COMPTON

Date submitted:

JANUARY 18, 2018

#16.

CalVIP Proposal Checklist

A complete CalVIP Proposal package must contain the following (to be submitted in the order listed):

	Required Items:	
1	Cover Sheet • Insert Applicant Name and Date of Submission	
2	CalVIP Proposal Checklist • *Signed in blue ink by the authorized signatory (original signature)*	
3	Applicant Information Form • *Signed in blue ink by the authorized signatory (original signature)*	
4	Proposal Narrative • 10 pages or less • Optional – 1-page bibliography (not counted toward 10 pages)	
5	Budget Table • 1 page – use template provided	
6	Budget Narrative • 3 pages or less	
	Required Attachment for <u>All Applicants</u>:	
7	*Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement* (Attachment G) • *Signed in blue ink by the authorized signatory (original signature)*	
8	*CalVIP Project Work Plan* (Attachment I)	
	Required Attachments for <u>City Applicants ONLY</u>:	
9	*Commitment to Coordinated Violence Reduction Efforts* (Attachment B) • *Signed in blue ink by the authorized signatory (original signature)*	
10	*CalVIP Coordinating and Advisory Council Membership* (Attachment C)	
	Optional:	
11	*Governing Board Resolution* (Attachment F) *Note: The Governing Board Resolution is due prior to Grant Award Agreement, <u>not</u> at time of proposal submission.*	

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X _____

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

CalVIP Applicant Information Form

A. APPLICANT		B. TAX IDENTIFICATION NUMBER	
NAME OF APPLICANT City of Compton		TAX IDENTIFICATION #: 95-6000696	
STREET ADDRESS 205 S. Willowbrook Avenue	CITY Compton	STATE CA	ZIP CODE 90220
MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

C. CBO APPLICANTS ONLY: List the city (or cities) in which your organization will provide CalVIP grant-funded services.

D. PROJECT TITLE:	City of Compton/VOALA – CalVIP Program

E. PROJECT SUMMARY (100-150 words):

The City of Compton has partnered with Volunteers of America of Los Angeles (VOALA) to provide direct participant services to at-risk transition-aged youth (ages 18-25). These youth are at high-risk of gang involvement which contributes to significant criminal activity, both fatal and non-fatal violent crimes in Compton. Each participant will be assigned a Job Developer that will coordinate the array of services to positively impact the lives of the at-risk transition-aged youth. This program will provide an intake/assessment component along with case management; comprehensive employment and life skills training; along with the "Thinking for A Change" evidence –based integrated behavior program.

F. GRANT FUNDS REQUESTED:	G. CITY APPLICANTS ONLY:	
$ 500,000	List the amount of funds that will be passed through to Community-Based Organizations (minimum 50 percent of F):	$ 400,000

H. PROJECT DIRECTOR:

NAME	TITLE		TELEPHONE NUMBER
Renea Ferrell	Grants Division		310-761-1406
STREET ADDRESS 205 S. Willowbrook Avenue			FAX NUMBER 310-761-1464
CITY Compton	STATE CA	ZIP CODE 90220	EMAIL ADDRESS rferrell@comptoncity.org

I. FINANCIAL OFFICER:

NAME	TITLE		TELEPHONE NUMBER
Nita McKay	City Controller		310-605-5576
STREET ADDRESS 205 S. Willowbrook Avenue			FAX NUMBER 310-764-5897
CITY Compton	STATE CA	ZIP CODE 90220	EMAIL ADDRESS nmckay@comptoncity.org
PAYMENT MAILING ADDRESS (if different)	CITY	STATE	ZIP CODE

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J. DAY-TO-DAY PROGRAM CONTACT:			
NAME Claudia Batres	TITLE Administrative Analyst I		TELEPHONE NUMBER 310-605-6334
STREET ADDRESS 205 S. Willowbrook Avenue			FAX NUMBER 310-761-1464
CITY Compton	STATE CA	ZIP CODE 90220	EMAIL ADDRESS cbatres@comptoncity.org

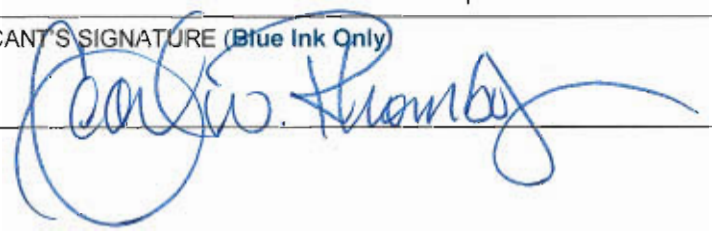
K. DAY-TO-DAY FISCAL CONTACT:			
NAME Austin Okonta	TITLE Accountant II		TELEPHONE NUMBER 310-605-5672
STREET ADDRESS 205 S. Willowbrook Avenue			FAX NUMBER 310-764-5897
CITY Compton	STATE CA	ZIP CODE 90220	EMAIL ADDRESS aokonta@comptoncity.org

L. AUTHORIZED SIGNATURE

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Cecil W. Rhambo, Jr.	City Manager	310-605-5585	crhambo@comptoncity.org

STREET ADDRESS	CITY	STATE	ZIP CODE
205 S. Willowbrook Avenue	Compton	CA	90220

APPLICANT'S SIGNATURE (Blue Ink Only)	DATE
X 	01/09/2018

CONFIDENTIALITY NOTICE:

All documents submitted as a part of the CalVIP proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § § 6250 et seq.)

1. Project Need

Young adults have dreams and aspirations of becoming successful, thriving individuals. However, no one thinks of the obstacles and barriers one might experience to get there. In the City of Compton, we have a population of 97,740 based on the United States Census, America Fact Finder 2016 population estimate. Within this population, we have 64,798 Hispanic or Latino, 29,879 Black or African American and 3,063 of other races. Of the population, 25.5% live below poverty according to 2012-2016 American Community Survey 5-Year Estimate. There are approximately 47,337 males and 50,403 females of various ages, ranging from newborn to elderly.

A highly dense populated City encompassed in 10 square miles, surrounded by 4 major freeways, CA State Route 91, State Route 110, Interstate 710 and Interstate 105. The City has 35 different street gangs comprised of approximately 6,500 validated gang members. As gang memberships continue to multiply and cross jurisdictional boundaries, rivalries between the various gangs have intensified; thereby resulting in an escalation in violence. Street gangs pose a significant threat to the communities that are forced to live under this scourge of adversity. In 2017, the Los Angeles County Sheriff's Department reported 20 criminal homicides. From 2016 to 2017 the City saw a 19.66% increase in robberies (367 to 442), 10.28% increase in burglaries (373 to 414) and 16.67% increase in arsons (46 to 54). These numbers are on the rise because our at-risk youth are in need of options, such options that the CalVIP grant program can provide. Whereas early gang confrontations involved fist fights, gangs presently commit extremely violent and deadly acts which are often perpetrated with handguns. The City of Compton no longer has its own police department; it relies on the Los Angeles County Sheriff's Department (LASD) operating out of the Compton Station.

Lack of skills, education, opportunity and accessibility play a large part in determining ones future success. In Compton, the young adults have these factors in addition to gang violence and part I crimes (criminal homicide, forcible rape, robbery, aggravated assault, burglary, larceny theft, grand theft auto.) Mayor Aja Brown along with the Compton City Council has been committed to the at-risk youth of the community to

provide resources and opportunities for a better future. Our target population for this proposed program is at-risk transition-aged youth (ages 18-25).

According to the Employment Development Department for the State of California, as of November 2017 (preliminary data), the City of Compton has a labor workforce of 40,400 of which 37,800 are employed leaving 2,600 individuals unemployed, which equates to an unemployment rate of 6.5%. Other neighboring cities such as Downey have a 3.6% unemployment rate, Long Beach 4.5%, Paramount 4.9% and Lynwood 5.1%.

The proposed program will be made available Citywide to all at-risk transition-aged youth (ages 18-25). The goal is to service 150 participants per year, up to 300 during the grant period. This age group has the opportunity to change the future for themselves and their families if given the tools needed to succeed, like the proposed program the City of Compton and Volunteers Of America Los Angeles has developed for this BSCC CalVIP grant. This group of individuals can positively impact the present by staying away from gangs and positively impacting the future by setting an example for the younger generations.

2. Project Description

List and describe the program(s) to be implemented with CalVIP grant funds.

Volunteers of America of Los Angeles (VOALA) will provide direct participant services to 150 at-risk transition-aged youth (ages 18-25) per year for a total of 300 over the course of the grant. The City of Compton/VOALA-CalVIP Program will provide a comprehensive employment and life skills training program to prepare these youth for stable, independent lives outside of gang involvement. Specific services include: **Assessment/ Case Management:** Upon referral, each participant will meet with a Job Developer for an assessment during which they will discuss the participant's needs, interests and strengths in the areas of education, employment, substance abuse, mental health, physical health, housing, and personal goals. The Job Developer will then work with the participant to develop an Individualized Employment Plan (IEP) that outlines employment goals and specific steps to be taken to achieve these goals.

Participants will meet with the Job Developer at least once a week until job placement, and at least monthly for the year following placement. Job Developers will use several evidence-based practices, including Motivational Interviewing and Trauma-Informed Care, during intake and case management. Motivational Interviewing is an evidence-based practice that is effective across cultural and economic differences and designed around four core principles: express empathy, roll with resistance, develop discrepancy, and support self-efficacy. VOALA's approach to trauma-informed care is discussed later. **Life Skills Education:** All participants will go through 10 four-hour basic life skills sessions that include instruction in reading, math, and computer applications, as well as training in employment soft skills. Employment soft skills include resume preparation, interview skills, proper employment attire, workplace hygiene, interpersonal communications, how to best address a criminal background with interviewers and supervisors/co-workers, conflict resolution, and more. Additional work-readiness interventions include: basic computer skills and job search classes (two 1.5 hour classes), financial literacy and budgeting (one 1.5 hour class), and job club (two-hour sessions three times weekly). **Thinking for a Change:** Thinking for a Change is an evidence-based integrated behavior change program that focuses on cognitive restructuring and developing social and problem-solving skills. These skills will be key in supporting successful independent living and avoiding violent behavior. Thinking for a Change cohorts will last 11 weeks, meeting twice/week. **Mentoring:** Small group mentoring will be provided to all participants, with one-on-one peer mentoring for those with the greatest barriers. Mentoring is guided by evidenced-based models and best practices in mentoring developed from Ready4Work sites and DOJ's Second Chance Act. **Seeking Safety:** Seeking Safety is a present-focused treatment for clients with a history of trauma, PTSD and substance abuse. Mentors will be trained to incorporate elements of Seeking Safety into their mentoring sessions. **Vocational Training:** Services will include vocational training focused on in-demand occupations in growth sectors in Los Angeles. These include construction workers (30% growth projected), HVAC mechanics (23% growth projected), security guards (16,030 jobs to be added by 2022), and heavy/tractor-trailer truck drivers (8,110 jobs to be added by 2022). Key resources for job training include: United Job Creation Council (construction

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apprenticeships), LAUSD (training in construction, healthcare, IT, transportation), PV Jobs (paid on-the-job training in construction), CA Truck Driving Academy (60-180 hours of training in truck and bus driving), and Associate Management (forklift certification and advanced safety skills training). **Job Search/Placement Skills:** Job Developers will work with participants to help them understand the strategies and skills required to search for employment. This will include basic computer skills education, information and hands-on guidance in using the Internet to search for and apply for jobs, assistance completing a master application that can be used to complete online applications, strategies to be used to secure interviews (proper phone etiquette, the importance of promptly replying to employer inquiries, etc.). **Supportive Services**: Internal VOALA services include: mentoring, housing, benefits application, life skills education, and transportation. Services provided through partners include: Inner City Law Center (legal aid), Kedren Health Clinic (healthcare, substance abuse treatment, mental health care), SCADP (substance abuse treatment, mental health care), UJCC (mentoring, career counseling), and SRDC (permanent housing). **Job Placement:** Job Developers will provide hands-on supports to assist participants in job placement, both through training/education on job search techniques and individualized job referrals/placements. This will include assistance scheduling job interviews, providing job leads, and working with participants to follow-up with employers to facilitate job placement. VOALA has already developed a pool of employers committed to giving priority hiring consideration to our participants. We have built strong relationships with these employers, who know that referrals from VOALA will provide them with well-trained, well-matched employees. Our employer partners include: Allied Barton Security Services Inc. (Security Guard); Securitas Security Services USA, (Security Guard); Gallo Automotive (Smog Tech); Clean Smart Janitorial Services (Specialized Janitors); The Home Depot (Customer Associate); Ralphs Grocery (Warehouse Clerk); Shred It (Driver); ACE Hardware (Retail Clerk); Universal Guard Services (Security Officers); PV Jobs (construction apprenticeships); Pro Drivers (Drivers); Schneider Transportation (Drivers). These positions pay between $13-$26/hour. **Job Retention:** Retention is accomplished through effective, incentive-driven aftercare. Aftercare plans will include an agreement for the participant to meet with program staff after job placement weekly

for the first month, biweekly in months two and three, and at least monthly for another 9 months. Retention will include collection of verification of continued employment (pay stubs), and additional job placement assistance for participants who lose their jobs. Incentives will be provided to all participants who make follow-up contacts with staff, with additional incentives for maintaining employment. Through these services, VOALA will provide at-risk youth with the education, life skills training, and employment services they need to establish a life free of gang violence, therefore reducing the prevalence of gang violence in Compton.

Cite the evidence or data that has shown the program is of the type to be the most effective at reducing violence of programs available.

VOALA's program is based on existing VOALA programs that have proven to be effective at reducing violence in communities substantially similar to Compton. The program is aligned with nationally recognized strategies to reduce gang violence, and incorporate several evidence-based practices. VOALA's program is modeled after our GRYD (Gang Reduction/Youth Development) programs operated in South Los Angeles and Training to Work II program (employment services for ex-offenders). VOALA's GRYD programs provide gang intervention for at-risk youth, including life skills and job training. Crime in one of the GRYD zones VOALA serves is down 20% since VOALA began providing GRYD services. An evaluation study of the GRYD program across Los Angeles found that youth who participated in GRYD programs "reported engaging in fewer violent and gang-related behaviors."[i] VOALA's Training to Work program has also proven to be effective: last year, 90% of those securing employment achieved employment retention. Employment and life skills training are key components of many gang prevention and violence reduction programs across the country. Examples as noted by the Office of Juvenile Justice include: Youth Development, Inc., Boys and Girls Clubs, and Riverside Comprehensive Community-Wide Approach to Gang Prevention[ii]. There is a simple logic to the effectiveness of employment and life skills training at reducing gang violence; by encouraging youth to engage in prosocial activities, such as employment, youth are less likely to engage in negative activities, such as gang violence. Lastly, VOALA's program incorporates evidence-based practices including

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Motivational Interviewing[iii], Trauma-Informed Care[iv], Thinking for a Change[v], and Seeking Safety.[vi]

Describe your plan for selecting and training staff who will deliver the program(s).
Staff involved with the project will include 0.1 FTE Project Director (Jim Hlawek), 0.2 FTE Program Manager (Craig Henry), 1 FTE Program Coordinator (TBH), 2 FTE Job Developers (Tony Ricks and Angelina Gamont), 2 FTE Mentor Specialists (Lowell Jones and TBH), 2 FTE Case Managers (TBH), and 0.1 FTE Internal Evaluator (Dr. Suzanne Markoe Hayes). The Program Coordinator and Job Developers will be grant funded; the remaining positions are leveraged. The identified Job Developers and Case Managers have a combined 20 years of experience working with difficult to serve populations, including those involved in gang activity and youth. Mr. Henry has 12 years of experience supervising employment programs for at-risk populations. VOALA's experienced Human Resources team will support additional hiring. We recruit from within our existing programs, through staff referrals, through program graduates, and through community recruiting sources (online job boards and WorkSource centers). Preference will be given to staff who are bilingual (English/Spanish). All staff participate in no less than 30 hours of continuing education each year on a variety of topics, including trauma informed care, culturally competent service, and other relevant topics.

Identify all partner agencies/organizations that will be working on the grant.
Project partner VOALA will be responsible for program delivery, including program staffing, provision of life skills training and employment services, job placement, employer relationship management, and outcomes tracking. The City of Compton, Grants Division will be responsible for contract oversight to ensure the project is being implemented as proposed, including budget management and reporting, timeliness, as well as ensuring that VOALA implements the program with fidelity to the project design. Invoices, timesheets, other related documentation will be reviewed by the City of Compton to ensure BSCC program requirements and compliance. The City of Compton is experienced in this process, since they received a BSCC grant within the last three years. The City of Compton Grants Division will assign Ms. Renea Ferrell, Grants

Manager as the Project Director and Ms. Claudia Batres, Administrative Analyst I as the Day to Day Program Contact. Both individuals have a combined 20 plus years experience in grant administration.

Explain how project will incorporate cultural competency & trauma-informed care. VOALA is strongly committed to the principles of cultural competency and trauma-informed care; these principles permeate all of our program service delivery. **Cultural competence:** Our commitment to cultural competence includes the following elements: **Valuing diversity:** VOALA does not discriminate in hiring or the provision of client care on the basis of age, race, color, religion, sex, sexual orientation or gender identity and expression, marital status, geographic, national, or ethnic origin, HIV status, disability, or Veteran status. We actively recruit and hire staff who are reflective of the target populations we serve. For persons with limited literacy, information will be conveyed verbally. **Having the capacity for self-assessment:** VOALA includes cultural competency as one of the program components assessed through our Continuous Quality Improvement program, which uses logic models, workflows, and an outcomes dashboard to conduct real-time data monitoring of program services and outcomes and provide process improvements as necessary to ensure all programs are providing the highest quality services possible. **Being conscious of the dynamics inherent when cultures interact:** VOALA staff are trained to provide services in a culturally competent manner, and this includes training to recognize and support clients from different cultural backgrounds to interact in a healthy manner. Staff will be conscious of the dynamics inherent when different cultural groups interact, and will be trained in de-escalation techniques and will teach interpersonal skills to help youth from differing cultural backgrounds interact successfully. **Having institutionalized culture knowledge:** All staff are trained upon hire and through monthly staff trainings in approaches to treating clients with respect. Among the key training points related to cultural competence are: 1) avoid generalizations based on race, gender, age, economics, sexual orientation or gender identity; 2) engender trust and be trustworthy; 3) listen to the client; 4) observe the client's responses; 5) never minimize or dismiss what the client expresses as a concern; 6) know the demographics and life experiences

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of clients; and 7) do not assume that because a staff person is the same race or has the same ethnic background that this instills cultural competence. **Having developed adaptations to service delivery reflecting an understanding of cultural diversity:** One example of an adaptation to service delivery VOALA has incorporated to reflect a growing understanding of cultural diversity is our commitment to serving LGBTQ individuals with respect and dignity. Based on client input, VOALA has implemented a standing policy that applies to all of our programming that all persons accessing services will be identified by the gender identification they choose. This respects the values and preferences of our transgender clients. **Trauma-informed Care**: Elements of our trauma-informed system of care include ongoing training in trauma for staff and volunteers; use of trauma assessment tools; provision of trauma-specific services; an environment that is physically and psychologically safe; and meaningful participation by staff and clients in the design and operation of the program. Additionally, VOALA has supported several staff in being trained through "train the trainer" models that allows them to train our direct-service staff in trauma-informed care.

3. Project Evaluation

List the goals and objectives for the proposed project: The project will work towards the following goals: 1) prepare at-risk youth in Compton to secure and sustain employment, and 2) reduce gang-related violence perpetrated by project participants in Compton by increasing pro-social opportunities for youth. We will track these goals through the following objectives: 1) by the end of the program, at-risk youth will have improved life skills; 2) by the end of the program, at-risk youth will secure employment; 3) youth who secure employment will sustain employment for 90 days or longer; 4) by the end of the program, youth will report decreased association with gangs; and 5) by the end of the program youth will report decreased participation in violent activities.

Identify key metrics for the project, including process and outcome measures.

Process measures: number of staff recruited, number of hours of life skills training provided, number of sessions of Thinking for a Change provided, number of sessions of Seeking Safety provided, number of youth served, number of youth who develop an

IEP, number of youth who complete vocational training, number of youth who secure employment, number of mentors recruited, number of youth paired with a mentor, number of hours of mentoring provided, and number of youth who secure a GED. **Outcome measures:** decrease in violent crimes committed by youth participants, decrease in gang membership amongst youth participants, decrease in gang violence in Compton, increase in the number of youth who are employed, decrease in the number of youth who are arrested, and improved vision for a positive future amongst youth.

Describe a preliminary plan for how you will collect and evaluate data.

The evaluation approach can be described as a pre/post-test design with baseline data collected at program entry and supplemented with data collected during services and at program discharge. To ensure oversight of ongoing data collection and continuous quality improvement, the Program Manager will collaborate with Dr. Suzanne Markoe Hayes, who will serve as the Internal Evaluator for the project, as well as Clayton Jackson who will serve as an external evaluator to provide an additional layer of unbiased oversight. Dr. Markoe Hayes has a Ph.D. in psychological studies in education from UCLA and 20 years of experience in evaluation, research and education with a specialization in adolescence. She will build a customized database using Service Point to track program measures and outcomes and develop a dashboard to be used in staff meetings for real-time data informed decision making. The Evaluator will train program staff to collect project data, with ongoing consultation on protocols and methodology to ensure fidelity, quality and completeness, and will train them on protocols for entering data on the database. Data collection instruments will adhere to culturally competent and linguistically appropriate norms. Data will be protected, with case files stored in a locked cabinet in a locked room, and electronic records kept in a password-protected database on a password-protected computer.

Describe how you plan to provide oversight and monitoring of the program(s), in order to demonstrate that the program(s) are being carried out as intended.

The Program Manager will provide oversight and supervision to Job Developers, meeting with them no less than weekly to review their caseload, discuss progress

made, and problem-solve any challenges faced. The Program Manager will report to Jim Hlawek, Director of Alliance and Development, who will provide an additional level of oversight and monitoring to ensure that the program is being carried out as intended. The Program Manager, Internal Evaluator, and External Evaluator will assess progress on project goals, objectives and outcomes and fidelity of program implementation quarterly through reports and discussions. The Program Manager and Evaluators will report data to BSCC quarterly, annually and through a final report.

Bibliography

[i] Cahill, M., Becker Cohen, M., Jannetta, J., Tiry, E., Lowry, S., Paddock, E., & Serakos, M. (n.d.). Evaluation of the Los Angeles Gang Reduction and Youth Development Program. Year 4 Evaluation Report. (Publication). Retrieved January 16, 2018, from Urban Institute website: https://www.urban.org/sites/default/files/publication/77956/2000622-Evaluation-of-the-Los-Angeles-Gang-Reduction-and-Youth-Development-Program-Year-4-Evaluation-Report.pdf

[ii] Howell, J. C. (2000, August). Youth Gang Programs and Strategies (Publication). Retrieved January 16, 2018, from US Department of Justice, Office of Juvenile Justice website: https://www.ncjrs.gov/pdffiles1/ojjdp/171154.pdf

[iii] Center for Evidence Based Practices, Motivational Interviewing. (n.d.). Retrieved January 16, 2018, from https://www.centerforebp.case.edu/practices/mi

[iv] C. (2017, March 22). Trauma and Trauma-Informed Care. Retrieved January 16, 2018, from https://www.samhsa.gov/homelessness-housing/trauma-informed-care

[v] Thinking for a Change. (n.d.). Retrieved January 16, 2018, from https://www.crimesolutions.gov/ProgramDetails.aspx?ID=242

[vi] C. (2015, August 14). Trauma-Informed Approach and Trauma-Specific Interventions. Retrieved January 16, 2018, from https://www.samhsa.gov/nctic/trauma-interventions#Seeking%20Safety

#16.

CalVIP Budget Table for City of Compton
Name of Applicant

BSCC Budget Line Item	A. Grant Funds	B. Cash Match	C. In-Kind Match	D. Total (A+B+C)
1. Salaries and Benefits	$100,000	$0	$0	$100,000
2. Services and Supplies	$0	$0	$0	$0
3. Professional Services	$0	$0	$0	$0
4. Community-Based Organization (CBO) Subcontracts	$400,000	$500,000	$0	$900,000
5. Indirect Costs	$0	$0	$0	$0
6. Equipment/Fixed Assets	$0	$0	$0	$0
7. Project Evaluation	$0	$0	$0	$0
8. Other (Travel, Training, etc.)	$0	$0	$0	$0
TOTALS	$500,000	$500,000	**$0**	**$1,000,000**

4b. Budget Narrative

1. **Salaries and Benefits**

   a. **Grant Funds Requested:** $100,000
   Narrative Detail: City of Compton
   Grants Manager -10 hrs per week for 2 years- 1,040 hrs @ $42.65/hr rate= $44,356 plus benefits $4,970= $49,326

   Administrative Analyst I 16 hrs per week for 2 years- 1,664hrs @ $27.80/hr rate= $46,259 plus benefits $4,415= $50,674

   b. **Match:** $0
   Narrative Detail: N/A

2. **Services and Supplies**

   a. **Grant Funds Requested:** $0
   Narrative Detail: N/A

   b. **Match:** $0
   Narrative Detail: N/A

3. **Professional Services**
   a. **Grant Funds Requested:** $0
   Narrative Detail: N/A

   b. **Match:** $0
   Narrative Detail: N/A

4. **Community-Based Organization (CBO) Subcontracts**

   a. **Grant Funds Requested:** $400,000
   Narrative Detail: Funds will be provided to VOALA to provide all project implementation services, including job development, mentoring, and case management. Costs funded include:

Program Coordinator: 1 FTE: $42,000/year x 2 years = $84,000: The Program Coordinator will oversee program implementation, including supervision of Job Developers, relationship building with employers and training partners, and coordination of mentoring activities.
Job Developers: 2 FTE: $36,608/year x 2 FTE x 2 years = $146,432: The Job Developers will provide employment soft skills training, employment case management, job placement assistance, and job retention supports for program participants.

Fringe Benefits @ 29% of salaries = $66,825: Fringe benefits include FICA, SUI, health insurance, worker's compensation insurance, and retirement contributions.
Office Supplies: $3,600: include paper, pens, file folders, & items required to provide job development services for program participants. $150/mo x 24 mos.
Computers: $4,530: purchase of 3 computers for new employees (Program Coordinator and 2 Job Developers) for program activities. $1,510/computer x 3.
Printer: $500: purchase of a printer to be shared by program employees for use in program activities. $500/each x 1 printer.
Copier/Scanner Lease: $3,600: lease of a copier/scanner for use in case management activities & program reporting. $150/month x 24 months.
External Evaluator Contract: $22,480: third-party contract with Clayton Jackson to provide evaluation services for the proposed project. $56.20/hour x 400 hours.
Direct Client Assistance: $2,500:purchase of items to support participants securing employment, such as uniforms, equipment, etc. $50/participant x 50 participants.
Phone: $9,600: Internet access & landline service for program staff, and cell phones for Job Developers. $200/month for Internet and landline phone service and $100/month/cell x 2 phones for cell service = $400/month x 24 months.
Insurance: $4,200: Costs for director's & officers insurance, property insurance, & general liability insurance associated with the program. $175/mo x 24 months.
Facility Costs: $10,800: Facility costs include facility rent, utilities, and maintenance, calculated at $450/month x 24 months.
Indirect Costs: $40,933: VOALA has a federally-approved indirect cost rate of 11.4%. This rate was used to calculated indirect costs ($359,076 total direct costs x .114).

b. Match: $500,000

Narrative Detail: VOALA will provide $500,000 in cash match, which includes:

Project Director, Jim Hlawek: 0.10 FTE @ $90,000/year x 2 years = $18,000. The Project Director will provide high-level oversight over the program, including direct supervision for the Program Manager and Program Coordinator and coordination with the external evaluator to support program evaluation.

Program Manager, Craig Henry: 0.20 FTE x $65,000/year x 2 years = $26,000: The Program Manager will provide staff supervision and support coordinating with program partners, including the City of Compton, employers, and training providers.
Mentor Specialist, 2 FTE @ $37,364/year/each x 2 years = $149,459. Mentor specialists will recruit, train, and oversee mentors for the proposed program.
Case Managers, 2 FTE @ $32,180/year/each x 2 years = $128,720: Case Managers will provide support for participants, assisting job developers in developing case plans to address the participants needs and goals, and supporting participants in accessing diverse supportive services, such as housing, public benefits, healthcare, mental health care, substance abuse treatment, etc.

Internal Evaluator, Dr. Suzanne Markoe-Hayes, 0.10 FTE @ $60,000/year x 2 years = $12,000: Dr. Markoe-Hayes will support the program leadership and the external evaluator to develop and implement data collection and evaluation tools to ensure program implementation fidelity and track project impact.
Fringe Benefits @ 29% of salaries = $100,254: Fringe benefits include FICA, SUI, health insurance, worker's compensation insurance, and retirement contributions.
Direct Client Assistance: $14,400: This cost includes funds to purchase individual items for participants to support them in securing employment, such as uniforms, safety equipment, etc. Calculated at $50/participant x 288 participants.
Indirect Costs: $51,167: VOALA has a federally-approved indirect cost rate of 11.4%. This rate was used to calculated indirect costs ($448,833 total direct costs x .114).

5. **Indirect Costs**

   a. **Grant Funds Requested:** $0
      Narrative Detail: N/A

   b. **Match:** $0
      Narrative Detail: N/A

6. **Equipment/Fixed Assets**

   a. **Grant Funds Requested:** $0
      Narrative Detail: N/A

   b. **Match:** $0
      Narrative Detail: N/A

7. **Project Evaluation**

   a. **Grant Funds Requested:** $0
      Narrative Detail: N/A

   b. **Match:** $0
      Narrative Detail: N/A

8. **Other (Travel, Training, etc.)**

   a. **Grant Funds Requested:** $0
      Narrative Detail: N/A

   b. **Match:** $0
      Narrative Detail: N/A

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Attachment G
Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[X] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[X] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[X] I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE
(This document must be signed by the person who is authorized to sign the Grant Agreement.)

NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Cecil W. Rhambo, Jr.	City Manager	310-605-5585	crhambo@comptoncity.org

STREET ADDRESS	CITY	STATE	ZIP CODE
205 S. Willowbrook Avenue	Compton	CA	90220

APPLICANT'S SIGNATURE (Blue Ink Only)	DATE
X	01/09/18

#16.

~~Attachment H~~ Attachment I CalVIP Project Work Plan			
(1) Goal:	Prepare at-risk youth in Compton to secure and sustain employment		
Objectives:	A) By the end of the program, at-risk youth will have improved life skills B) By the end of the program, at-risk youth will secure employment C) Youth who secure employment will sustain employment for 90 days or longer		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
1) Intake/assessment 2) Case Management 3) Life Skills Education 4) Basic Skills/GED Education 5) Vocational Training 6) Job Search/Placement Skills 7) Supportive Services Referrals 8) Job Placement 9) Job Retention Supports	1) Job Developer 2) Job Developer 3) Job Developer 4) Job Developer/LASUD 5) Vocational Training Partners 6) Job Developer 7) Job Developer, Support Service Partners 8) Job Developer 9) Job Developer	1) 5/1/18 2) 5/1/18 3) 5/1/18 4) 5/1/18 5) 5/1/18 6) 5/1/18 7) 5/1/18 8) 6/1/18 9) 6/1/18	1) 2/28/20 2) 4/30/20 3) 4/30/20 4) 4/30/20 5) 4/30/20 6) 4/30/20 7) 4/30/20 8) 4/30/20 9) 4/30/20
(2) Goal:	Reduce gang-related violence perpetrated by project participants in Compton by increasing pro-social opportunities for youth		
Objectives:	A) By the end of the program, youth will report decreased association with gangs B) By the end of the program, youth will report decreased participation in violent activities		
Project activities that support the identified goal and objectives	Responsible staff/ partners	Timeline	
		Start Date	End Date
1) Life Skills Education 2) Thinking for a Change 3) Mentoring 4) Seeking Safety 5) Job Placement 6) Supportive Service Referrals 7) Job Retention Services	1) Job Developer 2) Job Developer 3) Mentors, Program Manager 4) Job Developer 5) Job Developer 6) Job Developer, Support Service Partners 7) Job Developer	1) 5/1/18 2) 5/1/18 3) 5/1/18 4) 5/1/18 5) 6/1/18 6) 5/1/18 7) 6/1/18	1) 4/30/20 2) 4/30/20 3) 4/30/20 4) 4/30/20 5) 4/30/20 6) 4/30/20 7) 4/30/20

Attachment B (City Applicants Only)
Commitment to Coordinated Violence Reduction Efforts

To: Cities Applying for the CalVIP Grant

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city that receives a CalVIP grant shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas."

In the space below, please explain how your city will fulfill this obligation if selected for CalVIP funding:

The City of Compton has successfully implemented a Board of State Community and Corrections (BSCC) grant in the past three years. We are knowledgeable in the program requirements and guidelines necessary to run a successful program with BSCC funding. We have developed a well rounded Advisory Committee filled with City officials, law enforcement, residents and community partners who are eager to make a positive change in Compton. Our City Hall is located adjacent to the Superior Court of California, County of Los Angeles Compton Courthouse. We have established connections with the juvenile justice court system, as well as the probation department. As a part of this grant, we will ensure that all efforts will be made to incorporate those participants who are eligible to be given an opportunity. Other collaborations shall be made with the Compton Unified School District and other local agencies in need of the services.

A signature below is an assurance that the city will fulfill this obligation if selected for

CalVIP funding:

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Cecil W. Rhambo, Jr.	City Manager	310-605-5585	crhambo@comptoncity.org
STREET ADDRESS	CITY	STATE	ZIP CODE
205 S. Willowbrook Avenue	Compton	CA	90220
APPLICANT'S SIGNATURE (Blue Ink Only) X			DATE 01/09/18



Attachment C (City Applicants Only)
CalVIP Coordinating and Advisory Council Membership

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents." This can be an existing group, but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

Please list the members of the coordinating and advisory council that prioritized the use of CalVIP funds as reflected in this proposal. Include name, title, organization, email address and signature. This document shall be considered public record. As such, do not include confidential information.

	Name	Title Organization	Business Email Address	Signature
1	Aja Brown	Mayor City of Compton	AJA abrown@comptoncity.org	
2	Satra Zurita	President, Board of Trustees Compton Unified School District	szurita@comptoncity.k12.ca.us	
3	Cecil W. Rhambo, Jr.	City Manager City of Compton	crhambo@comptoncity.org	
4	Micah Ali	Vice President, Board of Trustees Compton Unified School District	mali@compton.k12.ca.us	
5	Callie Parker	Resident City of Compton	Cmp1937@sbcglobal.net	
6	Del Green	Housing Authority Director City of Compton	dgreen@comptoncity.org	
7	Craig Henry	Senior Program Manager Volunteers of America	chenry@voala.org	
8	Earlene Diggs	Resident City of Compton	Does not use internet	
9	Reginald Meredith	Sergeant LA County Sheriff Dept.	rlmeredi@lasd.org	
10	Jim Hlawek	Director of Alliance Development Volunteers of America	jhlawek@voala.org	

AGREEMENT BETWEEN THE CITY OF COMPTON AND VOLUNTEERS OF AMERICA OF LOS ANGELES (VOALA) FOR THE OPERATION OF THE THE CALIFORNIA VOILENCE INTERVENTION & PREVENTION (CALVIP) PROGRAM

THIS AGREEMENT, entered this _____ day of _____and between the City of Compton (herein called the "Grantee") and Volunteers of America of Los Angeles (herein called VOALA). The Agreement shall exist from July 1, 2018 until July 1, 2020.

WHEREAS, the California Violence Intervention and Prevention (CalVIP) Grant Program, which is administered by the Board of State and Community Corrections (BSCC), has granted Compton $500,000 for the development and implementation of programming and services for at-risk transition-aged youth.

WHEREAS, the Grantee wishes to partner with the Volunteers of America of Los Angeles to implement the CalVIP Grant Program and provide direct participant services to 300 at risk youth over the course of the grant.

NOW, THEREFORE, it is agreed between the parties hereto that Volunteers of America of Los Angeles (VOALA) will provide direct participant services to at-risk transition-aged youth (ages 18-25), according to the CalVIP Proposal Package Project Description. Program hours of operation will be from 7am until 4 pm, Monday through Friday. VOALA agrees to administer the project in accordance the Board of State and Community Corrections (BSCC) Administration Guide and State Requirements and Regulations.

Budget Contingency Clause This grant agreement is valid through CalVIP funding generated from the General Fund. The Grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding granted through the passage of Assembly Bill 97 (Statutes of 2017, Chapter 14), also known as the California Budget Act of 2017. If CalVIP funding is reduced or falls below estimates contained within the CalVIP Request for Proposals, the Grantee shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.

If the Grantee cancels the agreement or VOALA does not agree to an amendment, it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the Grantee shall have no liability to pay any funds whatsoever to VOALA or to furnish any other considerations under this Agreement and VOALA shall not be obligated to perform any provisions of this Grant Agreement except that VOALA shall be required to maintain all project records for a period of three (3) years following the termination of this agreement.

1. Project Costs

VOALA is responsible for ensuring that actual expenditures are for eligible project costs. VOALA will ensure that invoices submitted to the Grantee claim actual expenditures for eligible project costs. “Eligible” and “ineligible” project costs are set forth in the July 2016 BSCC Grant Administration Guide, which can be found under Quick Links here:

http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and VOALA shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

2. Withholding of Grant Disbursements

The Grantee may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the VOALA has materially and substantially breached the terms and conditions of this Grant Agreement.

At such time as the balance of state funds allocated to the VOALA reaches five percent (5%), the Grantee may withhold that amount as security, to be released to the VOALA upon compliance with all grant provisions, including:

a) submittal and approval of the final invoice;
b) submittal and approval of the final progress report; and
c) submittal and approval of any additional required reports.

The Grantee will not reimburse VOALA for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the Grantee may either withhold an equal amount from future payments to the VOALA or require repayment of an equal amount.

In the event that grant funds are withheld from the VOALA, the Grantee’s City Manager or designee shall notify the VOALA of the reasons for withholding and advise the VOALA of the time within which the Grantee may remedy the failure or violation leading to the withholding.

NOTICES

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

[Grantee]	[VOALA]
City of Compton – Grant Manager	Bob Pratt, Chief Executive Officer
205 S. Willowbrook Avenue	3600 Wilshire Boulevard, St 1500
Compton, CA 90220	Los Angeles, CA 90010

GENERAL CONDITIONS

A. General Compliance

The VOALA agrees to comply with all applicable State and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The VOALA shall at all times remain an independent contractor with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the VOALA is an independent VOALA.

C. Hold Harmless

The VOALA shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the VOALA's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Worker's Compensation

The VOALA shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. Insurance

The VOALA shall carry General Liability Insurance of at least One Million Dollars ($1,000,000) per occurrence. The Grantee shall be named as an additional insured on all General Liability policies. The VOALA shall provide Grantee with certified copies of the Certificate of Insurance and Endorsement Page(s) naming Grantee as additional insured before or at the time of execution of this Agreement.

F. Grantor Recognition

The VOALA shall insure recognition of the role of the Grantor in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the VOALA will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

Grantee or VOALA may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body or designee. Such amendments shall not invalidate this Agreement, nor relieve or release Grantee or VOALA from its obligations under this Agreement.

Grantee, in its discretion, may amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of, the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendments signed by both Grantee and VOALA.

H. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Agreement may only be undertaken with the prior approval of Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by VOALA under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and VOALA shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Grantee may also suspend or terminate this Agreement, in whole or in part, if VOALA materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the VOALA ineligible for any further participation in Grantee Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the VOALA is in noncompliance with any applicable rules or regulations, the Grantee may withhold up to Fifteen (15) Percent of said Agreement funds until such time as the VOALA is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

I. Meetings and Trainings

The VOALA agrees to attend all scheduled workshops and required meetings. Non-attendance at scheduled workshops and required meetings may cause a delay in payment and/or termination of your VOALA agreement.

ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The VOALA agrees to comply with and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The VOALA shall administer its program in conformance with BCSS Grant Administration Guide.

B. Documentation and Record-Keeping

The VOALA shall maintain all records required by the BSCC and include but limited to:

1. Records providing a full description of each activity undertaken;
2. Records required to determine the eligibility of beneficiaries;
3. Administrative files to include copies of this Agreement, approved program/budget modifications, financial records and required reports.
4. Accounting records, documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all grant funds, including any matching funds by VOALA and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
5. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and Consultants.
6. Documentation of donated goods and/or services.

C. Retention

The VOALA shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.

D. Client Data

The VOALA shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

E. Disclosure

The VOALA understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or VOALA's responsibilities with respect to services provided under this Agreement, is prohibited.

F. Property Records

The VOALA shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.

G. Close-Outs

VOALA's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this Close-Out period shall include, but are not limited to; making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the Grantee), and determining the custodianship of records. VOALA shall provide the Grantee with a Close-Out report consisting financial and programmatic activities no later than 30 days after completion or termination.

H. Audits & Inspections

All VOALA records with respect to any matters covered by this agreement shall be made available to the Grantee, their designees or the State BSCC, at any time during normal business hours, as often as the Grantee deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the VOALA within 30 days after receipt by the VOALA. Failure of the VOALA to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The VOALA hereby agrees to have an annual agency financial audit conducted in accordance with current City policy concerning VOALA audits.

I. Reporting and Payment Procedures

1. Budgets

The VOALA will submit a detailed Agreement Line Item Budget of a form and content prescribed by the Grantee for approval by the Grantee. The Grantee and the VOALA may agree to revise the budget from time to time in accordance with existing Grantee policies.

2. Payment Procedures

The Grantee will pay to the VOALA funds available under this Agreement based upon information submitted by the VOALA and consistent with any approved budget and Grantee policy concerning payments. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the VOALA. Please allow up to two weeks for payment from the time your invoice is received.

3. Progress Reports

The VOALA shall submit regular Progress Reports to the Grantee on before the 10th day of each month in the form, content, and frequency as required by the Grantee.

J. Invoicing and Payments

The total amount of the Agreement is $400,000 over the two year period, not to exceed $200,000 per year. Payment for reimbursement will be made for eligible costs specified in the approved Budget listed in the CalVIP Grant Proposal Budget Table and Budget Narrative.

VOALA shall be paid monthly in arrears by submitting the required invoice and supporting documentation to the Grantee that outlines actual expenditures claimed for the invoicing period.

All invoices and supporting documentation must be maintained by VOALA and be readily available for review during Grantee monitoring site visits.

K. Budget Detail and Payment Provisions

1. In no event shall the Grantee be obligated to pay any amount in excess of the Agreement. VOALA waives any and all claims against the Grantee, and the State of California on account of project costs that may exceed the sum of the grant award.

2. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Agreement.

L. Data Collection

VOALA will be required to comply with all data collection and reporting requirements as described in the Board of State and Community Corrections (BSCC) Grant Administration Guide.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GRANTEE
CITY OF COMPTON

VOLUNTEERS OF AMERICA
OF LOS ANGELES (VOALA)

Approved As To Form

By:_____
Craig Cornwell, City Attorney

Date: _____

By:_____
Bob Pratt. VOALA Director

Date: _____

By:_____
Cecil W. Rhambo, City Manager

Date:_____

By:_____
Alita Godwin, City Clerk

Date:_____

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET, AUTHORIZE THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH THE CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS ACCEPTING $500,000 IN CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM GRANT FUNDS AND VOLUNTEERS OF AMERICA OF LOS ANGELES IN THE AMOUNT OF $400,000 FOR IMPLEMENTATION OF THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION PROGRAM**

Laurence Adams	**7/17/2018 2:14:31 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**7/21/2018 2:50:25 AM**
CITY ATTORNEY	DATE
Rafaela King	**7/20/2018 11:07:29 PM**
CITY CONTROLLER	DATE
Laurence Adams	**7/17/2018 2:15:04 PM**
CITY MANAGER	DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR FEDERAL LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEARS 2018-2019 AND 2019-2020

SUMMARY

The City Council will consider adopting a resolution which will authorize the City Manager to enter into a professional services agreement with the firm of their choice for the provision of federal legislative services and representation for Fiscal Years 2018-19 and 2019-20.

BACKGROUND

The City Council acknowledges that legislative matters which significantly affect the City of Compton are acted upon by Federal, State, regional and local governmental entities. The City Council will determine if it is necessary to retain federal legislative and advocacy services to enhance the City's ability to achieve its objectives. If the City Council determines the need for these services, the City Council will select and approve a contract for one of the three vendors that responded to the City's request for qualifications.

STATEMENT OF THE ISSUE

City staff solicited qualifications and quotes from several federal lobbyists and the responses received are listed below in the Comparison Matrix for Federal Lobbyists 2018-2020. The three firms that responded are the current Federal Lobbyist, Kadesh and Associates, The Madison Group and Lobby it. The matrix listed below compares the proposed services each firm provides and the monthly cost.

Comparison Matrix for Federal Lobbyists 2018-2020

Firm	Cost	Communication with the City	Identify Strategic Priorities & Opportunities	Raise Awareness of City to Congress and Executive and Maintain Strategic Partnerships	Develop Communications to Congressional and Regulatory leaders and staff	Additional Services/Information
Kadesh & Associates	$8,000 per month plus travel and additional expenses	Monthly reports Regular scheduled conference calls Ongoing phone calls and e-mails as issues arise	Develop clear funding and other priorities, interact with administration & regulatory officials, use annual budget appropriations process to address City's federal funding needs. Work with Senators Feinstein and Harris and Representative Barragan and their key senior staff to solicit for City's funding priorities as well as Congressman Calvert who chairs House Interior Appropriations Subcommittee and House Energy and Water Subcommittee. Work with City to establish priorities.	Elevate City's profile with key Congressional Offices and Administration/Regulatory Officials by providing those offices with well-defined priorities and quality information and when seeking their assistance. Work with Compton staff to provide briefings for policy makers on as needed basis. Encourage Compton officials to meet in Washington DC as often as possible to facilitate this goal.	Develop supporting materials and documents of key priorities and issues of importance to the City, which includes Congressional briefings, messaging, hearing testimony and legislative correspondence as needed by Congressional and Regulatory contacts.	Availability 24/7 as needed by Mr. Kadesh, Mr. Rainey and Mr. Keiring. First contract accomplishments: Met with City staff and City Council members to understand needs and map out strategy. Key needs infrastructure and public safety. Identify grant opportunities-INFRA and TIGER and infrastructure bill championed by current admin. Raised issues with Rep. Calvert and Rep. Roybal-Allard.

Comparison Matrix for Federal Lobbyists 2018-2020

Firm	Cost	Communication with the City	Identify Strategic Priorities & Opportunities	Raise Awareness of City to Congress and Executive and Maintain Strategic Partnerships	Develop Communications to Congressional and Regulatory leaders and staff	Additional Services/Information
Madison Group	$8,000 per month plus approved expenses	Provide monthly updates on legislative initiatives and regulations of interest. Provide Action Alerts including strategic advice on how to impact process and which decision makers to contact.	Draft language to be included in a must pass legislative proposal. Monitor and report on developments related to implementation and administration of legislative initiatives and regulations of interest Monitor and advise City of applicable grant opportunities. Engage with intergovernmental agencies for potential collaborative efforts.	Work with key decision makers within the Administration and appropriate Congressional Committees to advance legislative and business agenda of City of Compton. Arrange meetings to strengthen relationships for City officials with key Members and staff to advance City's efforts to secure federal resources. Facilitate and accompany City of Compton's Mayor and Councilmembers, Executive staff and Department heads to meet and build relationships with key policy and decision makers.	Produce timely content, materials and other tools to support City's current advocacy efforts. Advise City on events to showcase its initiatives to an engaged federal audience in an effort to position City for optimization of prospective resource opportunities.	Two staff including principal staffer from Compton

Comparison Matrix for Federal Lobbyists 2018-2020

Firm	Cost	Communication with the City	Identify Strategic Priorities & Opportunities	Raise Awareness of City to Congress and Executive and Maintain Strategic Partnerships	Develop Communications to Congressional and Regulatory leaders and staff	Additional Services/Information
Lobby it	$2,995 per month	Receive Congressional Climate™ daily e-mails. Personally tailored monthly report for City. Access to staff and DC office on K Street via phone, e-mail and visits.	Initial consultation to understand City needs and issues. Detailed Congressional bill tracking and analysis, e-mail updates and action recommendations. Detailed Congressional regulation tracking, analysis and e-mail updates. Thorough evaluation of legislative or regulatory changes sought by City. Formulation of a comprehensive plan of attack to implement changes. Strategy sessions to assess and refine efforts.	Register and maintain status as federal representative Monthly meetings with federal stakeholders Formulation of issue paper(s) for City to be used in monthly meetings	Preparation of all required correspondence. Draft any specific legislative or regulatory language.	See Tier 4 and Tier 5 Services below for extra charge per month.

Lobby it Continued	
Tier 4 Services-$4,995 per month	**Tier 5 Services-$7,995 per month**
All Services in Matrix plus: Advice on how to activate nationwide networks and how to leverage their support Draft appropriate letters and call scripts Organize an Annual "Compton Day on the Hill" Facilitate District visits by lawmakers and their staffs	Tier 3 and 4 Services plus: Setting up a PAC that is within all applicable laws and regulations Maintain PAC reporting with FEC and other entities as required Create strategy for use of PAC funds, identify appropriate events and attend events as necessary Comprehensive analysis of social media strategy Craft and execute a full scale social media strategy including cultivating social media relationships, engaging Members and staff, create necessary supporting materials (including white papers, infographics etc.) and make necessary adjustments based on metrics

FISCAL IMPACT

Funds are available in the City Manager's 2018-209 Fiscal Year Budget in Account Number 1001-510-000-4269. The annual cost to the City could range from $35,940 to $96,000 per year if the City Council decides to enter into a contract for a Federal Lobbyist by one of the proposed vendors.

RECOMMENDATION

The City Manager makes no recommendation concerning this request. The decision is at the discretion of the City Council.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR FEDERAL LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEARS 2018-2019 AND 2019-2020

WHEREAS, the City Council acknowledges that legislative matters which significantly affect the City of Compton are acted upon by Federal, State, regional and local governmental entities; and

WHEREAS, the City Council has further determined that it is a City Council priority to retain legislative and advocacy services to enhance the City's ability to achieve its policy objectives; and

WHEREAS, three (3) qualified legislative law firms submitted qualifications and quotes for service to formulate strong relationships with federal statutory and regulatory entities and representatives to pursue federal funding for transportation projects and other projects of interest to the City and grant opportunities on behalf of the City of Compton; and

WHEREAS, the City desires to enter into a professional services agreement with the firm of their choosing to provide legislative advocacy services and assist in promoting the interest of the City to legislative entities considering legislation and other regulation that impact the City; and

WHEREAS, funds to cover the cost of services are available in the City Manager's 2018-2019 Fiscal Year Budget and will be made available in the 2019-2020 Fiscal Year Budget in Account No. 1001-510-000-4269.

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

Section 1. That the City Manager, upon the City Council's approval and selection of a firm, and the advice and consent of the City Attorney, is hereby authorized to enter into a two (2) year professional services agreement with **_____[insert name of selected firm]_____** to provide federal legislative and advocacy services for the 2018-2020 Fiscal Years (effective July 1, 2018 through June 30, 2020).

Section 2. That a purchase order is authorized to the selected vendor at a cost not to exceed $8,000 per month for twenty-four (24) months plus authorized expenses not to exceed $10,000 per fiscal year. The total agreement shall not exceed $212,000 (Two Hundred and Twelve Thousand Dollars).

Section 3. That the agreement shall be paid from the City Manager's 2018-2019 and 2019-2020 Fiscal Year Budgets in Account No. 1001-510-000-4269.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

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

ADOPTED this _____ day of _____, 2018.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

To Whom It May Concern,

The City of Compton is requesting a bid for Federal Lobby Services for the Fiscal Year 2018-19 with an option to renew at the end of the fiscal year. Please submit a cover letter, which details what services you and your firm can provide to the City of Compton. Also, please submit a short proposal of the services you would provide to us if awarded the contract and your fee for services. Please e-mail these as attachments back to me.

Below is a scope of work for the services we are requesting.

Provide legislative bill tracking and analysis at the federal level.
Draft legislative bills and provide bill synopsis and analysis.
Provide federal regulatory compliance guidance and professional assistance.
Lobby Congressional leaders and caucuses, their staff and federal executive branch agency officials.
Develop close relationships with California Senators and Congressional Representatives for Compton.
Identify and track grant-funding opportunities.
Act as liaison between grant disbursing agencies and City.
Build coalitions on specific issue areas pertinent to the City.
Inform the City Manager about any federal issues that would directly impact the City of Compton.
Develop a federal strategy for Compton in terms of advocacy and securing federal funding.
Assist the City with identifying additional opportunities for intergovernmental resources.
Provide technical and professional assistance with messaging and strategies to position the City for optimization of prospective resource opportunities.

Our specific needs at this time are:

Funding for street projects.
Funding for aging infrastructure.
Any opportunities to be zoned or designated for economic development by the federal government.
Regular updates of the City's interests.

Thank you for your interest in doing business with the City of Compton.

Sincerely,

KADESH & ASSOCIATES

June 26, 2018

Ms. Leslie Nacionales-Tafoya
Administrative Analyst II
City Manager's Office, City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Ms. Nacionales-Tafoya:

On behalf of *Kadesh & Associates*, thank you for this opportunity to submit a proposal to continue providing representation for the City of Compton in Washington, DC. We have enjoyed working with the City as your federal advocate since January and we would look forward to continuing in that role.

Per the solicitation, attached to this letter is a formal proposal to continue representing Compton before Congress and the Administration. We have reviewed the scope of services and feel confident that *Kadesh & Associates* is in a strong position to continue to be effective for Compton at the federal level.

Since we began working with the city earlier this year, we have met with key City staff and members of the City Council to understand Compton's needs and to map out how we can be most effective. Clearly, infrastructure is the highest concern followed very closely by public safety. To this end, we have worked to identify grant opportunities the City could access for federal funding opportunities. These include INFRA and TIGER grants and the long-awaited infrastructure bill championed by the current Administration. Additionally, we have also worked with LA Metro to develop relationships the City may be able to leverage into funding for grade seps and other infrastructure needs impacting Compton.

Kadesh & Associates has strong working relationships with Senators Feinstein and Harris as well as with Rep. Barragan and other members of the House delegation. With the outcome of the fall elections very much in question, we have also raised Compton's issues with Representative Calvert, a senior majority member of the House Appropriations Committee from the Inland Empire, and Rep. Roybal-Allard, a senior member in the minority of the House Appropriations Committee. Similarly, we have discussed Compton's infrastructure needs with Representatives Napolitano and Lowenthal, both on the House Transportation and Infrastructure Committee.

Moving forward, we hope to work with City officials more closely to develop a clear set of strategic federal priorities. We would also like to host City staff and electeds in Washington to advocate for the City's priorities.

KADESH & ASSOCIATES

Kadesh & Associates greatly appreciates having been selected by Compton to serve as the City's federal advocate and we hope to be able to continue to work productively with the city. Please do not hesitate to call on me if you have any questions or if you require additional information.

Sincerely,

Mark Kadesh
President

CITY OF COMPTON

PROPOSAL FOR

FEDERAL ADVOCACY SERVICES

Submitted by

KADESH & ASSOCIATES

June 26, 2018

KADESH & ASSOCIATES

230 Second Street, SE
Washington, DC 20003
202-547-8800

CITY OF COMPTON

PROPOSAL FOR FEDERAL ADVOCACY SERVICES

KADESH & ASSOCIATES

KADESH & ASSOCIATES BACKGROUND

Kadesh & Associates is a top-ranked, bipartisan federal advocacy firm recognized for its track record of success and accomplishments. *Kadesh & Associates* is unique in specializing in advocating for California interests. Since its inception in 2007, we have been highly successful in representing a broad array of California public and private entities. The firm's success has been largely based on working closely with our clients to establish clear priorities and developing and implementing effective legislative and regulatory strategies to achieve those goals.

Based on our extensive experience on Capitol Hill, we know when and how to move our clients' priorities by leveraging our issue expertise, policy experience, and strategic partnerships and relationships with the California Congressional delegation, members of the House and Senate leadership, and key committee staff. We also have extensive experience working effectively with Executive branch departments on administrative, regulatory, and policy matters. We function proactively and strategically to achieve results for our clients.

Kadesh & Associates' highly respected, bipartisan team has been consistently acknowledged by Members of Congress and key Congressional aides and lobbyists as one of Washington's most effective lobbying firms (The Hill, Bloomberg Government). Bloomberg Government ranked *Kadesh & Associates* in the top 20 performing lobbying groups, among nearly 2,000 competitors. Our team has been noted as being among a few of the top lobbyists who have "mastered the art of working Capitol Hill's hallways" and proven to clients that they can "shape the policy decisions made in the nation's capital" (*The Hill*). *Kadesh & Associates'* reputation and strengths have specifically been recognized in strategically working both sides of the Capitol and California's powerful delegation.

Combined, *Kadesh & Associates'* bipartisan team has decades of legislative and advocacy experience. *Kadesh & Associates'* expertise in a wide range of policy issues -- including infrastructure, transportation, health care, housing and environment -- and in securing Appropriations and other sources of federal funding -- was gained through direct experience working on the policies and politics related to these issues as senior Congressional staffers and, later, as federal advocates providing advocacy services before Congress and the Administration. With our substantive policy expertise and our extensive contacts with members of the California

delegation and Congressional and regulatory staff, *Kadesh & Associates* is exceptionally well positioned to continue providing representation services for the City of Compton.

BIPARTISAN TEAM QUALIFICATIONS AND EXPERIENCE

Mark Kadesh, *President of Kadesh & Associates*, will serve as *Project Director* for this contract and will play a lead overall role in public policy strategy development and implementation. He will work closely with the City of Compton and the *Kadesh & Associates'* bipartisan team in helping formulate the City of Compton's public policy strategies and generate support for high priority federal funding and policy issues. Mr. Kadesh will direct the development and implementation of Congressional and Administrative advocacy efforts under this contract, including efforts to identify federal funding opportunities through Appropriations, grants, and other potential legislative and regulatory mechanisms.

Mr. Kadesh has extensive legislative and political experience and insights gained from his distinguished public policy career, including sixteen years working on Capitol Hill. For seven years he served as Chief of Staff to Senator Dianne Feinstein (D-CA). He previously served as Legislative Director for Senator Feinstein, handling and gaining in-depth knowledge of issues ranging from appropriations, finance, tax, commerce, environmental regulations, transportation, water, energy and trade. Mr. Kadesh also served as Campaign Manager for Senator Feinstein's 2006 Senate Re-election Campaign. Prior to that, Mr. Kadesh served as Chief of Staff to Representative Jane Harman (D-CA) and as a Legislative Assistant for Senator Daniel Patrick Moynihan (D-NY). He also served as a public policy research associate at the Urban Institute, a Washington, DC-based public policy think tank.

As a federal advocate, Mr. Kadesh has spent the past decade effectively advocating for California public and private sector interests. Mr. Kadesh has consistently been named a top lobbyist and has earned a reputation as "a real pro" who has been fighting for Golden State interests (The Hill). He's led *Kadesh & Associates* to be ranked in the top 20 out of nearly 2,000 federal lobbying firms in the nation (Bloomberg Government).

From San Francisco, Mr. Kadesh is a Summa Cum Laude and Phi Beta Kappa graduate of Brandeis University and received a Master's degree in public policy from Harvard University's Kennedy School of Government.

Dave Ramey, a *Principal at Kadesh & Associates,* will serve as the Project Manager for this contract given his considerable expertise in the range of issues affecting Compton. He will also play a lead role in implementing Congressional and Administration advocacy initiatives. In addition, he will be the lead for facilitating communications and reporting to the City of Compton, including reporting public policy issues and strategic opportunities identified by *Kadesh & Associates'* team.

Dave Ramey's impressive career has included over three decades of experience as a senior staffer in the House of Representatives. He served nearly twenty years as Chief of Staff to Representative Ken Calvert (R-CA), Chairman of the California Republican Delegation, where he capably administered the office's political, legislative, and communications functions. Mr. Ramey coordinated Rep. Calvert's duties on the Appropriations Committee where Calvert serves as Chairman of the Interior Subcommittee and a senior Member of the Defense, and Energy and Water Subcommittees. Prior to serving as Chief of Staff to Representative Calvert, Mr. Ramey served as his Legislative Director where he oversaw the office's legislative and budget affairs. From 1985 to 1993, Mr. Ramey served as Senior Advisor on Foreign Policy and Defense Issues for the House Republican Conference; Policy Committee; and Research Committee --

all under the Chairmanships of Congressman Jerry Lewis (R-CA). Through Mr. Ramey's tenure in the House of Representatives, he has gained considerable expertise related to the full range of public policy issues affecting the California delegation including water, defense/space, transportation, energy, Native Americans, endangered species and the Interior. Prior to departing Congress, Mr. Ramey led the California Republican Administrative Personnel group and he currently serves as Co-Chair of the bipartisan California State Society. Mr. Ramey graduated from the College of William and Mary in 1984 with a B.A. in International Relations and received his Masters of Arts with Highest Distinction from the Naval War College in National Security and Strategic Studies.

Christian Kierig, also a *Principal Consultant at Kadesh & Associates*, will serve as *Kadesh & Associates'* lead for Congressional Appropriations and will play a key role in implementing Congressional and Administration advocacy initiatives.

Mr. Kierig is highly knowledgeable of the internal workings of the appropriations process and with issues unique to California and Western States. For eight years, he served as Legislative Assistant for Senator Dianne Feinstein (D-CA) where he was responsible for handling the Senator's membership on the Senate Appropriations Committee. As the Senator's key appropriations advisor, he was responsible for coordinating funding requests for infrastructure projects and programs. This position included working directly with California counties and cities to advance their local agendas through federal funding. Mr. Kierig was also heavily involved in shaping transportation policy and coordinating federal responses to California natural disasters. He brings valuable skill and institutional knowledge to the firm. Mr. Kierig holds a Bachelor's degree in Political Science from Occidental College and a Master's of Business Administration from Pepperdine University.

Joyce West, *Kadesh & Associates' Public Policy Contracts Coordinator*, will be responsible for compliance with administrative contact requirements and providing administrative and logistical support for meetings, reporting, and budgeting. Ms. West has a Bachelor's degree in Policy Analysis and Economics from Cornell University and over twenty years of experience in managing public policy contracts.

Full resumes for Mark Kadesh, Chris Kierig, and Dave Ramey are included as Attachment 1.

PROJECT ORGANIZATION

Mark Kadesh will continue to serve as the primary point of contact for *Kadesh & Associates*. He will be heavily assisted by Dave Ramey and Chris Kierig. Importantly, we anticipate and encourage the City of Compton being able to call on any member of our team as the need arises. This type of flexibility and timely "24/7" access has been highly effective and helpful in advancing our clients' federal funding and other federal priorities. We believe this on-going level of close communication and collaboration will help ensure the City of Compton's success in advancing its federal and legislative policy goals.

QUALIFICATIONS AND RELATED EXPERIENCE

Kadesh & Associates has been highly successful in representing California public agencies at the federal level and working effectively with the Executive and Legislative branches of the federal government. We have a consistent and impressive record of accomplishment in representing our current public agency clients, which include the Metropolitan Water District of Southern California, the Mammoth Community Water District, the South Coast Air Quality Management District, the California High Speed Rail Authority, the Port of Los Angeles, Metrolink, and the Los Angeles Metropolitan Transportation Authority. Our private clients include: Northrop Grumman, Edison International/Southern California Edison, and Alaska Airlines.

Each member of *Kadesh & Associates'* bipartisan team of key professionals proposed for this contract has previously worked as senior Congressional staffers, including representing California members in leadership positions from both political parties in the House and the Senate. This knowledge and experience has positioned our team to be able to readily understand and navigate the steps needed to satisfy federal, Congressional, and political interests pertaining to specific projects for our clients.

Our prior experience has shown that there are several critical elements that, when combined, create an effective legislative agenda and implementation strategy:

Timely Communications, Intelligence Gathering, and Feedback. The first critical element is maintaining an efficient communications system between the City of Compton and *Kadesh & Associates*. We currently schedule regular conference calls to discuss day-to-day events and issues and use on-going e-mail reports and telephone communications for issue-specific topics and concerns which may arise. It has been our experience that scheduled communications provide a forum for regular exchange of information and intelligence reporting regarding on-going activities and new developments for immediate feedback and consideration related to the City of Compton's priority issues. In addition to regularly scheduled calls, and monthly reports, we anticipate and plan to continue to have close, on-going phone and email contact with the City of Compton to discuss and advance strategic priorities as issues arise – to ensure we continue to take advantage of all opportunities to advance the City of Compton's federal funding and other goals in Washington.

Identifying Strategic Priorities/Opportunities and Developing Advocacy Action Plans. The second critical element is the development of clear funding and other priorities within the City of Compton's legislative and policy platform. *Kadesh & Associates* will work closely with the City of Compton in identifying federal opportunities to address its funding and other needs as well as craft a legislative and regulatory strategy to advance policy initiatives. Some of the policy initiatives will require interaction with the Administration and regulatory officials. *Kadesh & Associates* will give thoughtful consideration to the best methods of moving policy initiatives in the legislative and regulatory arenas (e.g., as amendments or stand-alone measures). We anticipate using the annual budget and appropriations process to address the City of Compton's federal funding needs. Importantly, *Kadesh & Associates* has excellent working relationships with Senator Feinstein who currently serves as Ranking Member of the Senate Energy & Water

Appropriations Subcommittee and Congressman Calvert who chairs the House Interior Appropriations subcommittee and sits on the House Energy and Water subcommittee.

Besides the Senate Appropriations Committee, the firm has excellent connections with other key Committees which are legislatively active and offer significant opportunities to advance the City of Compton's goals through legislation or other means.

We propose working with the City of Compton to establish priorities for the balance of 2018 and beyond for each of our issue areas. We would propose working with Senators Feinstein and Harris, and Representative Barragan and their key senior staff to solicit help on the City of Compton's top funding and other priorities, while meeting with other Senate and House staffers to call attention to additional priorities.

Raising Congressional/Regulatory Awareness and Maintaining Strategic Partnerships. The third element is elevating the City of Compton's profile with key Congressional offices and Administration/Regulatory officials. We recognize that Compton has already developed relationships with its Congressional delegation. Our goal would be to build on those relationships and work with them more effectively to advance Compton's agenda. We have found the best way to do this is by maintaining close communications with the offices and also by providing them with well-defined priorities and quality information when seeking their assistance. This also includes working closely with Compton staff in providing effective and compelling briefings for policy makers on an as needed basis. *Kadesh & Associates* would seek to actively continue to encourage Compton to meet here in Washington, D.C. as often as possible to facilitate this.

Developing Effective and Compelling Communications. It will also be vitally important for *Kadesh & Associates* to work closely with the City of Compton's team in developing supporting informational materials and documents relating to the key priorities and issues important to the City of Compton. These communications include Congressional briefings, messaging, hearing testimony, and legislative correspondence as needed by our Congressional and regulatory contacts.

Because every member of *Kadesh & Associates'* team has extensive Hill experience, we know firsthand when this kind of assistance is helpful and how these communications can most effectively be developed. Further, we have an established track record of working closely with our clients to develop effective and concise communications in a timely manner to help advance legislative, regulatory, and funding priorities and goals. A major strength of the *Kadesh & Associates* team in general is our ability to make highly complex issues clear and understandable to get to the "heart" of an issue in making the best possible, compelling argument in a simple, comprehensible manner. This expertise is invaluable in developing effective federal advocacy communications.

Related Experience

Kadesh & Associates' team possesses broad policy and lobbying experience and expertise in providing effective legislative and inter-governmental services before Congress and the Administration. Importantly, the firm maintains effective bipartisan working relationships with officials in the Administration and on Capitol Hill. *Kadesh & Associates* has been highly successful in representing California public agencies at the federal level and working effectively with the Executive and Legislative branches of the federal government. Our current public agency clients include the Metropolitan Water District of Southern California, the South Coast Air Quality Management District, the California High Speed Rail Authority, the Port of Los Angeles, and the Los Angeles Metropolitan Transportation Authority. Our private clients include: Northrop Grumman, Tejon Ranch, Edison International/Southern California Edison, and Alaska Airlines.

Listed below are specific examples describing *Kadesh & Associates'* performance on projects for similar clients. For each of the listed clients, we have an established track record of consistently meeting or exceeding expectations in completing work on time and within budget. We would be happy to provide client contact information to facilitate checking references.

Southern California Regional Rail Authority. To date, our activities on behalf of Metrolink have centered around maintaining relationships with the Hill and advocating for the development and deployment of positive train control technology. *Kadesh & Associates* and Metrolink worked with Senator Boxer's office during consideration of the FAST Act to authorize $199 million in FY17 for PTC and rail safety. These funds were included in the FY17 Omnibus appropriation bill. Additionally, *Kadesh & Associates* and Metrolink also worked with Senator Feinstein's office to fund the Consolidated Rail Infrastructure and Safety Improvements Grants program which can be used to support grade separations. The FY18 conference bill provided nearly $600 million for the program and eliminated report language that would curb the uses to Metrolink. These efforts are ongoing in the FY19 appropriations process, including allowing the funding to be used to support non-PTC capital costs, such as grade seps.

The South Coast Air Quality Management District (AQMD). *Kadesh & Associates* has successfully represented AQMD since 2008. During this time, AQMD has received over $50 million in Congressional funding for a clean trucks program and zero emissions program that is currently being implemented. Both the Interior and the Energy-Water sections of the FY18 Omnibus Appropriations Act contain additional funding for these activities with follow-on funding in the FY19 bills. Specifically, the FY19 House Interior appropriations bill contains $100 million for the Diesel Emissions Reductions Act and $75 million for the Targeted Airshed Grant program. The Senate bill has $50 million for each of these programs.

The Los Angeles Metropolitan Transportation Authority (MTA). *Kadesh & Associates* has represented Metro before Congress and the Administration since 2010. This includes working on appropriations, re-authorization, and the federal budget process. Through these efforts, funding has been included in the FY15-19 Presidential budget requests for the Westside subway and the Downtown Regional Connector. In FY18, these efforts culminated in Congressional

appropriations of $300 million for these projects. *Kadesh & Associates* also played a key role in obtaining a TIGER II grant to support a TIFIA loan for the construction of the Crenshaw line. As an integral part of the LACMTA's federal team, most recently we have been tasked with facilitating federal funding issues for the Measure R projects, including working with the current Administration to obtain approval for Section 3 of the Westside Subway.

The Metropolitan Water District of Southern California (MET). *Kadesh & Associates* has represented the Metropolitan Water District of Southern California since 2008. MET continues to play a pivotal leadership role in federal water policy. *Kadesh & Associates* works closely with the District to promote water policies and programs to help improve water supply and water quality and also address environmental concerns in Southern California. These efforts have become even more vital amid the multi-year statewide drought. The FY18 Energy-Water Appropriations bill contained funding for MET's spending priorities including CALFED, and perchlorate clean up and we anticipate similar funding in the FY19 bills.

WORKPLAN FOR THE CITY OF COMPTON

In an effort to develop funding for Compton's transportation and infrastructure projects, *Kadesh & Associates* is working with the Los Angeles Metropolitan Transportation Authority (MTA) to arrange a meeting with the city to discuss both federal support and MTA grants funding. We anticipate being able to call on Senators Feinstein and Harris and Representative Barragan to assist Compton as it pursues federal funding and want to be able to use their influence effectively as a means of engaging with them to advance Compton's federal priorities.

The federal government has discretionary programs dedicated to major transportation projects. The TIGER program is competitive and can award up to $20 million for local projects and the new INFRA program – which is repurposing the FASTLANE grants – is another program designed to encourage innovative financing of transportation projects. Compton is eligible and could be eligible for both programs. Both House and Senate FY19 THUD bills excoriate the current Administration for re-branding the TIGER program into the BUILD program and for changing the emphasis of that program away from urban areas. Additionally, both the House and Senate bills require DOT to obligate appropriated funds more expeditiously than in the recent past. TIGER, INFRA, and the CRISI program are all viable option for addressing Compton's street improvement plans and, combined with the EPA's safe drinking water programs, could be used to replace the City of Compton's aging infrastructure.

Under the previous Administration, Compton was included in DOJ's Violence Reduction Network program. This effort was recently expanded and renamed the Public Safety Partnership with the understanding that the cities in the original program would be grandfathered in. We anticipate being able to use our delegation – especially Senator Feinstein who is ranking on the Senate Judiciary Committee – to address any funding shortfalls or deleterious program changes to this program or any other DOJ funding the City is utilizing.

Federal funding for other grant opportunities such as Head Start, workforce development and vocational training, Section 8 housing, the Assistance to Firefighters program and others, are at risk if the current Administration's budget request is enacted. Congress rejected proposed cuts to almost all of these programs in the FY17 appropriations process and the FY18 appropriations bills will not be finished until December. Compton is in a good position to play a role in supporting continued funding for these important programs, but also to increase its participation in these programs once they are funded.

We would also seek out and develop ways for Compton to build relationships with Administration officials. This Administration responds to direct input and that requires communicating directly with OMB and other federal agencies as they are making their overall funding and policy decisions and their specific programmatic and grant awards. This includes building relationships outside of the City's immediate Congressional delegation and with the majority parties in the House and Senate.

The City has a compelling story to tell in Washington. *Kadesh & Associates* would be pleased to be able to continue assisting with developing and delivering Compton's message in order to secure federal funding and support for the city's priorities.

COST/PRICING INFORMATION

Kadesh & Associates provides a broad range of services to its clients. We work on a monthly, fixed fee retainer basis and the level of the retainer is determined by the projected amount of time necessary to achieve our client's objectives. For the purposes of representing the City of Compton, we propose a continued monthly fixed fee retainer of $8,000, plus any additional travel and related expenses for Mr. Kadesh, Mr. Ramey, and Mr. Kierig to travel to Compton as needed and directed by the City of Compton. Use of a monthly retainer helps ensure open and regular communications so our clients are free to call or contact us to discuss pending issues or to have us attend or facilitate meetings on their behalf at any time. Our monthly fixed fee retainer includes all of our direct labor costs, overhead, fringe benefits, and all other direct costs and will cover all activities which need to be undertaken to advance the City of Compton's Federal lobbying and advocacy priorities.

As outlined in our description of *Kadesh & Associates'* team, the strategic planning, communications, advocacy and lobbying services of Mr. Kadesh, Mr. Ramey and Mr. Kierig will be available to the City of Compton as needed on a 24/7 basis in order to advance the City of Compton's federal funding and other priorities. As indicated in our description of *Kadesh & Associates'* prior experience, we have an established track record in providing the required political, strategic, and technical services to effectively address the City of Compton's federal funding and other federal advocacy priorities. This includes outreach to the California delegation and key Administration and federal officials to keep them apprised of the City of Compton's projects, priorities and needs; introductions to new members and officials; coordination of Washington DC meetings for key Compton officials and staff; the exploration of additional advocacy avenues for the City's funding and other priorities; the identification and analysis of pertinent funding opportunities, and pending legislation and regulations that could affect the City of Compton; and participation in strategic meetings with key Compton staff to identify federal needs and opportunities in Washington.

Importantly, *Kadesh & Associates'* offices are conveniently located on Capitol Hill, just a block and a half from the Capitol and a short walk from both the House and Senate office buildings. The office also includes a conference boardroom which is routinely used for meetings and Hill events and are available to the City of Compton officials and staff for Washington visits and briefings.

#17.

Mark Kadesh

316 Pennsylvania Avenue, SE, Suite 403
Washington, D.C. 20003
202-547-8800

EDUCATION

1988 **Harvard University**
Kennedy School of Government
Master of Public Policy. Public management, economics, statistics, finance, decision analysis, negotiations and political analysis coursework.

1985 **Brandeis University**
Bachelor of Arts Degree in Politics. Summa cum laude, high honors, Phi Beta Kappa.

EMPLOYMENT

2007-Current **Kadesh & Associates**
President
Federal advocacy and government consulting firm that focuses on California-based interests.

2006-2007 **Bartlett, Bendall and Kadesh**
Partner
Washington D.C.-based consulting and lobbying organization.

1999-2006 **Senator Dianne Feinstein (D-CA)**
Chief of Staff
Managed five offices, 75 employees and a $4 million annual budget. Directed political, legislative, administrative and media operations of the office.

1998 **Senator Dianne Feinstein (D-CA)**
Legislative Director
Provided and oversaw legislative development and analysis.

1998 **Jane Harman for Governor Campaign**
Research Director
Managed the research and policy positions of candidate.

1994-1998 **Representative Jane Harman (D-CA)**
Chief of Staff
Managed three offices, fifteen employees and a $900,000 annual budget. Directed political, legislative, administrative and media operations of the office.

1992-1994 **Senator Dianne Feinstein (D-CA)**
Senior Legislative Assistant
Legislative responsibilities included tax, trade, banking, budget and economic issues.

1989-1992 **Senator Daniel Patrick Moynihan (D-NY)**
Legislative Assistant
Legislative responsibilities included banking, public works, budget and commerce issues.

1989 **The Urban Institute**
Research Associate II
Evaluated the impact and efficacy of court mediation.

CHRISTIAN N. KIERIG

4619 Greene Place NW • Washington, D.C. 20007 • (202) 236-7497

EXPERIENCE

Principal Consultant, Kadesh & Associates
Washington, D.C. January 2008 – Present

- Helped establish very successful start-up government relations firm, including client development and service.

Senior Associate, CJ Strategies
Washington, D.C. *July 2006 – December 2007*

- Involved with almost every aspect of a small, start-up government relations business, including client retention and generating new business.

Senior Associate, Copeland Lowery & Jacquez
Washington, D.C. *February 2001 – June 2006*

- Represented over 30 clients, ranging from cities and counties to small businesses.
- Developed tailored legislative strategies to match clients' needs with opportunities at the federal level and saw those projects through to completion.
- Interacted with Members of Congress and Administration officials to advance client legislative agendas and obtain federal funding for client priorities.
- Generated new business, including proposal writing and long-term client development.

Legislative Assistant, United States Senator Dianne Feinstein (D-CA)
Washington, D.C. *January 1999 – February 2001*

- Primary staff for a member of the U.S. Senate's Committee on Appropriations, which controls all discretionary federal spending.
- Developed first-hand knowledge of the Congressional budget process and how to maneuver within that environment.
- Advised local officials, public entities, and private groups seeking federal appropriations and Congressional spending for transportation needs, community and economic development programs, water projects, health initiatives, military programs, and other projects.
- Evaluated thousands of annual appropriations requests for federal funding and worked with the Committee to develop the Senator's priorities and secure funding.

Director of Special Projects, United States Senator Dianne Feinstein (D-CA)
Washington, D.C. *January 1994 – June 1998*

- Primary point of contact for elected officials and others seeking federal assistance including appropriations and grant funding.
- Coordinated federal response to the 1994 Northridge earthquake and floods in California.
- Drafted legislation for consideration in Senate committees and on the Senate floor, including the establishment of the Presidio Trust.

Assistant to the Legislative Director, United States Senator Dianne Feinstein (D-CA)
Washington, D.C. *November 1992 – January 1994*

- Reported on day-to-day Senate floor activities including pending legislation and relevant amendments.
- Supervised twelve legislative correspondents responding to constituent mail and inquiries.

EDUCATION

Pepperdine University, Malibu, California, *August, 2006*
Masters of Business Administration – Graziadio School of Business

Occidental College, Los Angeles, California, *June, 1992*
Bachelors of Arts in Political Science

#17.

Dave Ramey

316 Pennsylvania Avenue, SE, Suite 403
Washington, DC 20003
202-547-8800 Dave@KadeshDC.com

EDUCATION

1984 **College of William and Mary**
Bachelor of Arts in International Relations, Minor in Government.

2010 **US Naval War College**
Master of Arts with Highest Distinction, National Security and Strategic Studies.

EMPLOYMENT

Nov 2016 to Current **Kadesh & Associates**
Principal
Federal advocacy and government consulting firm specializing in California-based interests.
Co-Chairman of the bipartisan California State Society.

May 1997 to Oct 2016 **Congressman Ken Calvert (CA-42),** Chair, Interior Appropriations Committee
Chief of Staff to Chairman of the House Republican Delegation
Administered all political, legislative, communication and personnel functions for twelve-term Member with a 15-person staff and $1.2 million budget. Chaired the California Republican Administrative Personnel group.

Jan 1993 to April 1997 **Congressman Ken Calvert (CA-43)**
Legislative Director
Oversaw legislative, communication, personnel and budget functions; designed and executed legislative program; hired and trained staff.

Dec1988 to Dec 1992 **House Republican Conference, Hon. Jerry Lewis, Chairman**
Senior Advisor and Foreign Policy/Defense Analyst
Wrote position papers, speeches and reports; designed and staffed retreats for House Republican Members.

July 1987 to Nov1988 **House Republican Policy Committee, Hon. Jerry Lewis, Chairman**
Foreign Policy and Defense Analyst
Wrote position papers, speeches and reports; designed and staffed retreats for House Republican Members; and convened Member and staff discussions on legislative and political issues.

Feb1985 to June 1988 **House Republican Research Committee, Hon. Jerry Lewis, Chairman**
Foreign Policy and Defense Analyst
Wrote position papers, speeches and reports; designed and staffed retreats for House Republican Members; conducted briefings and directed task forces.

Leslie Nacionales-Tafoya
Administrative Analyst II
City Manager's Office
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Ms. Nacionales-Tafoya:

Thank you for allowing me the opportunity to submit this proposal on behalf of The Madison Group, LLC to represent the City of Compton as its legislative representative in the nation's capital. As a staffer to two members of congress representing the City, I was proud to work on issues ranging from the Alameda Corridor to the Compton Creek project. As a former resident of the City, it is an honor to be considered. This document builds on the Statement of Capabilities provided earlier today.

Strategic Plan for Positioning for the City of Compton

The professionals at TMG have more than two decades of experience in the federal legislative and policy arena. As a result, the bipartisan and bicameral networks and political sophistication we offer to clients strongly positions them with the key decision-makers in Washington.

The Madison Group team would work with representatives of the City of Compton to enhance its current strategic outreach plan and bolster the City's government relations efforts. The Madison Group will introduce the City, its Mayor and Councilmembers and designated staff with key members in Congress and the Administration, while strengthening existing relationships with members of the California Delegation. Highlighting the City of Compton will also be a key component of the strategic plan. We would work with you to create appropriate documents that offer overviews of the City, its departments and personnel, and its services tailored to our Congressional and Executive Branch audience.

Key policy-makers, implementers, and staff are stretched extraordinarily thin across a variety of issues and responsibilities. As you know, it is important to them that they can trust the people with whom they work, as they do not have large quantities of time to spend getting to know new players and companies. The information that is provided to them by trusted colleagues is vital to their ability to do their jobs well, but they do not have time to do their own research to verify the information provided to them. This makes it essential that they work with and rely upon trusted advisors. Our long-term relationships bolster your provision of critical information, forming a core team on which decision-makers can comfortably rely. We seek to strengthen the position of the City within the California Congressional Delegation, to serve in a strategic advisory role for these representatives and to be ready to support policy priorities as certain "must pass" initiatives circulate through the process.

Deliverables

TMG is prepared to provide the services listed below as described by the client. Said list is negotiable as desired by the client:

1) **Relationship Development and Management** – TMG will work with key decision-makers within the Administration as well as members of the appropriate Congressional Committees to advance the legislative and business agenda of the City of Compton. TMG will arrange meetings for City officials with key members and staff to strengthen the relationships required to advance the City's efforts to secure federal resources. TMG will also facilitate and accompany the City of Compton's Mayor and Councilmembers, Department heads and key staff on meetings with key policy and decision-makers.;

Our primary Congressional Committees and Executive Branch Agencies of focus for this engagement will be as follows:

House of Representatives

I. House Appropriations Committee
II. House Committee on International Relations
III. House Transportation and Infrastructure Committee
IV. House Judiciary Committee
V. House Homeland Security Committee
VI. House Committee on Education and Workforce
VII. House Energy and Commerce Committee
VIII. House Financial Services Committee
IX. House Way and Means Committee

United States Senate

I. Senate Committee on Appropriations
II. Senate Foreign Relations Committee
III. Senate Judiciary Committee
IV. Senate Committee on Homeland Security and Governmental Affairs
V. Senate Banking Committee
VI. Senate Committee on Commerce, Science, and Transportation
VII. Senate Committee on Finance
VIII. Senate Committee on Health, Education, Labor, and Pensions

Executive Branch:

I. The White House
II. Department of Commerce
III. Department of State
IV. Department of Transportation
V. Departments of Defense
VI. Department of Agriculture
VII. US Army Corp of Engineers

2) **Issue Advocacy, Education and Policy Monitoring** – TMG will facilitate meetings with key policy makers and Administration staff that will allow the City of Compton to advance its advocacy efforts in Washington. This may include working with the various Legislative Service Organizations, or Caucuses in the House and Senate that impact the City. It could also include the drafting of language to be included in

a "must pass" legislative proposal. TMG will also monitor and report on developments affecting the legislative process within the respective jurisdiction(s); and

3) **Legislative and Policy Updates** – TMG will provide the City of Compton with regular monthly updates on developments related to the implementation and administration of the legislative initiatives and regulations of interest, with quotes from participants in hearings, mark-ups and other segments of the process. We will work with authorizers from the committees of jurisdiction, along with appropriators, to develop friendly legislative language advancing the goals of the City's legislative agenda. We will also provide action alerts to the management and staff complete with strategic advice on how to impact the process and the decision-makers that need to be contacted.

4) **Content Development, Production and Management** – TMG will work with the City to produce timely, innovative content, materials, and other tools that can be used to support the City's current advocacy efforts. In addition, TMG will also assist City staff in the management of fly-ins, along with the activities associated with those events. TMG will assist in coordinating meetings with Members of the California Delegation, Congressional Black Caucus, Congressional Hispanic Caucus and the Congressional Asian Pacific Islander Caucus, as well as key members of House and Senate Leadership. We will also provide counsel on innovative strategies and events that will allow the City to showcase its initiatives to an engaged federal audience in an effort to position the City for optimization of prospective resource opportunities.

5) **Grant Funding Monitoring** – TMG will monitor and advise the City of Compton regarding applicable grant opportunities as well as providing engagement with intergovernmental agencies for potential collaborative efforts.

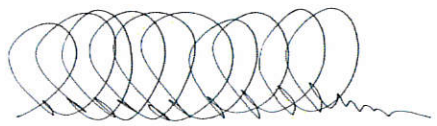
Pricing

We traditionally work on the basis of an annual contract, paid in flat monthly retainers, plus expenses. Our contracts provide a 30-day "out" clause in the unlikely case of dissatisfaction. This provides predictability in the fee structure, and because we are confident that the City of Compton will see the value the Madison Group brings, allows you the knowledge that you are not locked into a contract as you consider hiring assistance of a political nature.

Our normal fees for this type of engagement would be a standard $8,000.00 per month for a period of one year, plus any approved expenses. This would cover content development and production work in support of the City's advocacy efforts within the Administration and the Senate and House Leadership as well as the appropriate Committees.

It would be our privilege to work with the City of Compton as it begins what is sure to be a successful government relations campaign. I would appreciate the opportunity to further discuss how we might be of assistance. The biographies of our key principals are attached for your review. If you have any questions, please feel free to call me at (202) 296-8686 or send an e-mail to mmason@madisongr.com. Thank you for considering TMG as a possible Washington partner for the City of Compton.

Sincerely,



Marcus Sebastian Mason
Senior Partner

Enclosures

TMG Principals Assigned to Execute

Marcus Sebastian Mason

Marcus Sebastian Mason is Senior Partner at The Madison Group (TMG). He is responsible for managing the firm's transportation, energy, tax and homeland security portfolio. In addition, he focuses on crisis management, complex integrated campaigns and coalition building. Mason comes to the firm with two decades of political and policy experience. Marcus served as both Chief of Staff and Legislative Director for two California Members of Congress. Marcus won his first congressional campaign at age twenty-one before beginning his tenure as Capitol Hill's youngest Chief of Staff under then Congressman Walter Tucker, III. Following his tenure with Congressman Tucker, he served as Legislative Director and Chief of Staff for the late Congresswoman Juanita Millender-McDonald. He served in advisory capacities to the Clinton-Gore and Obama-Biden campaigns. He currently serves on the Board of Directors for the Congressional Black Caucus Political Action Committee and is a former member of the Democratic National Committee.

David E. Youngblood, Esq.

For nearly two decades, David E. Youngblood has held a variety of political, legislative, and legal positions on the Federal and State level, including Senior Legislative Assistant to former Congressman Water Tucker. As a licensed attorney and consultant in private practice, David has managed litigation for individuals and small and medium sized corporations and has appeared as counsel on matters before most state courts in North Texas. He also serves as Senior Managing Consultant for Philippine Family Health & Dental Plan, Incorporated, (A Health Care Service Plan), and is responsible for multi-lateral negotiations between the government of the Philippines, multi-national corporations, end users and U.S. based financiers. Mr. Youngblood has advised Pharos Capital Partners, a Dallas based private equity fund that invests in undercapitalized businesses in urban and underserved regions across the nation.

Robb Watters

Robb Watters was the head of the Tech Policy Practice at a major law firm before founding The Madison Group in January of 2004 with the philosophy that government relations would not be a cost center but a positive return on investment for the firm's clients. As the Managing Partner, Watters brings an extensive background and experience in the legislative arena solving issues of concern for Fortune 500 corporations, governments and industry trade associations. Mr. Watters served as an appointed advisor to The Department of Commerce and the United States Trade Representative during the Bush Administration.

Ari Storch

Ari Storch has more than twenty years of experience in domestic and international politics, grassroots campaigns, public affairs, and marketing. Prior to joining The Madison Group, Mr. Storch spent twelve years as the Co-Founder and Co-Chairman of Artemis Strategies, a multi-facted government affairs firm that managed clients before the United States Congress, multiple Presidential administrations, state governments and before foreign governments as well. Prior to creating Artemis, Mr. Storch was Vice President of Rhoads | Weber Shandwick Government Relations, a division of the Inter Public Group of Companies. Previously, Mr. Storch served as Senior Consultant to Cassidy & Associates, the country's largest public affairs company, where he assisted the firm's clients with their Congressional relations as well as managing the company's consultant network. Concurrently, Mr. Storch was the Vice President of National Strategies, Inc., a national consulting company that manages state and municipal procurement efforts for its clients.

#17.

FEDERAL LOBBYING SERVICES PROPOSAL FOR COMPTON, CA



6/28/2018

Lobbyit.com Response to Compton RFP

Lobbyit.com (Lobbyit) is proud to submit the following proposal in response to a Request for Proposals published by Compton, CA. As you will see from the following discussion, Lobbyit represents a new way of thinking about government relations services. Lobbyit offers seasoned, professional, nuanced and thoughtful representation to clients, but at a fraction of the cost charged by other lobbying firms.

Lobbyit.com
430 New Jersey Ave SE
Washington, D.C. 20003
P: 202. 587.2736/Email: mperkins@lobbyit.com

Federal Lobbying Services Proposal for Compton, CA

LOBBYIT.COM RESPONSE TO COMPTON RFP

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Cover Letter

June 28, 2018

Leslie Nacionales-Tafoya
Administrative Analyst II
City Manager's Office
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Ms. Nacionales-Tafoya,

Thank you for the opportunity to propose the City of Compton, CA (the City or Compton) our federal lobbying services. Lobbyit represents a new way of thinking about government affairs services. We offer seasoned, professional, nuanced and thoughtful representation to clients, but at a fraction of the cost charged by other lobbying firms. Founder and CEO, Paul Kanitra, started Lobbyit to offer another route of access into the vast, and often intimidating, federal city. We have made it our mission to provide smaller interests outside of the "Capital Beltway" an effective and affordable voice in Washington, while also providing larger groups far greater value for their government relations investments.

We are a full-service government relations firm, representing clients in front of Congress, the Executive Branch, and independent federal agencies. Lobbyit provides the full panoply of lobbying services, from legislative and regulatory monitoring, analysis, and reporting, to the design and implementation of sophisticated advocacy strategies aimed at Congress and/or the federal agencies. Lobbyit also offers clients access to an innovative web-based platform that enables grass roots education and engagement via Facebook and Twitter, as well as an online advocacy hub that seamlessly integrates with your existing website.

The firm was founded in 2009 and has been described as "a bold experiment to remake the idea of DC lobbying." Since then, we have grown to over 40 clients including local governments, private start-ups, national associations, professional societies, non-profits and institutions of higher education, including Historically Black Colleges and Universities; providing each client with tangible benefits and a large return on investment. We provide direct personal representation and political intelligence, tailoring our services to your specific needs. Our unique blend of "old-school" advocacy techniques and cutting-edge, customizable technology allows for multiple avenues for successful advocacy. Our clients can (and do) testify to the value and quality of the service they receive. Client endorsements, testimonials and case studies can be found at www.lobbyit.com.

Like many other firms in DC, Lobbyit has deep experience in the government sector, and is well acquainted with the options and avenues available for effective advocacy, including the pressure points in the decision-making process, and obscure offices that often play important roles in how government functions. Lobbyit is comprised of experienced government and public policy professionals who have spent their careers in government (Federal, state, and local – Executive, Judicial and Legislative branches), speak the often opaque and impenetrable language of Washington, D.C., and know a great many of the personalities engaged in the "business" of regulating and legislating in Washington, D.C. Leveraging our nearly 75 years of combined staff experience, we design and implement wrap-around government relations strategies dealing with Congress and the Executive Branch.

Clients at large firms in DC pay unnecessarily exorbitant sums for government relations services essentially because of the finite population familiar with the language, personalities, and processes of government. For

entities in heavily-regulated industries, or which have a variety of needs in front of legislators and regulators, this severely hampers their ability to be effective unless they are willing to pay the high price of admission. Not only does this steep cost structure relegate many smaller entities to the margins, it locks-in the ability of larger actors to control the agenda. What is unique about Lobbyit when compared with all these other firms, however, is that we do it for a fraction of what other firms charge, and often with more transparency and accountability.

Most lobbying firms charge as much as $15,000 as a minimum retainer, with the entire process reaching $50,000 per month or more for full advocacy services, with many of their "billed-for" activities remaining largely undefined. Lobbyit, however, is accountable to our clients each and every month. We offer 5 innovative and transparent pricing tiers to our clients starting at just $995 per month. Our Tier 1 Plan offers clients the opportunity to engaged Washington at a very basic service level, with higher tiers building upon our base service package. Most tiers include the following at a minimum: daily policy and political updates specific to each client's issues, a personally tailored monthly report which includes an accounting of our all activity during the prior month, legislative and regulatory alerts and analysis, and scheduling assistance with Congress and Executive Branch agencies.

In addition to our pricing plans, we also offer a la carte services such as state legislative tracking services, social media advocacy campaign tools, an online advocacy hub, grant application preparation and writing services, and PAC management. Our contract terms are flexible, which avail clients with accessible on and off ramps to engagement depending on current circumstances.

Since the firm's inception, Lobbyit has represented over 100 different clients before the federal government in almost every sector of the economy, including construction and healthcareer associations, professional societies, medical device companies, addiction treatment and recovery centers, education non-profits, universities and HBCUs, homebuilders, and municipal governments. At this point in our history, and with the recent acquisition of staff specializing in municipal government representation, we strongly believe that our diverse client base and corresponding contacts will afford us additional avenues for success in representing state, county, and local government agencies. It is our strong intention to build upon our capacity, and past successes, and seek strategic partnerships with those local governments that have unique stories, deserving projects, and engaged elected officials.

We believe a strategic partnership between the City and Lobbyit will yield significant benefits. Lobbyit will take pride in positioning the City as a trusted broker and reliable partner before the federal government; establishing Compton as an important resource for policymakers no matter the issue. Lobbyit's raison d'etre is to provide professional, skilled representation to municipalities, but at a fraction of the premium charged by most, if not all, of the lobbying "industry".

Sincerely,

Max Perkins
Vice President

Firm Background

Lobbyit was founded in 2009 by Paul Kanitra. Mr. Kanitra's experience in Washington as both a contract lobbyist and an "in-house" government affairs advocate for a prominent vehicle history company led him to believe that the lobbying industry was ripe for innovation. He designed Lobbyit to stand apart from the large law firms and "earmark" shops that have traditionally dominated Washington by offering transparent pricing and accountable professionals, ultimately presenting a large return on investment for clients; the firm was once described by The Washington Post as "a bold experiment to remake the idea of DC lobbying."

Like many other firms in Washington, Lobbyit has deep experience in the government sector, and is well acquainted with the options and avenues available for effective advocacy, including the pressure points in the decision-making process, and obscure offices which can often play important roles in how government functions. What is unique about Lobbyit when compared with all these other firms, is that we do it for a fraction of what other firms charge, and often with more transparency and accountability.

The firm is structured in an anti-bureaucratic manner, which allows for open communication between Lobbyit principals, staff and our clients. Though we assign a team of lobbyists to each account, each client is assigned a Project Team Leader who is responsible for the day-to-day operations of the contract, allowing for close, personal attention and accountability to the clients.

For this project, we have identified Lobbyit Vice President Max Perkins as the Project Team Leader. Mr. Perkins brings nearly a decade worth of experience representing California state and local government agencies in Washington. He can be reached via the following information:

Max Perkins, Vice President
430 New Jersey Ave SE
Washington, D.C. 20003
202-587-2736 (o)
202-747-2727 (f)
mperkins@lobbyit.com

Since 2009, we have grown to over 40 clients, ranging in size and scope from private start-ups to well established national associations; from science and technology companies to institutions of higher education; and from arts in education non-profits to health-career advocates; and everything in-between. Lobbyit provides each client with tangible benefits and a large return on investment; no matter the industry. Unlike our competitors, who often charge tens of thousands for a monthly retainer agreement, we can provide direct personal representation and political intelligence for a fraction of the price, tailoring our services to your specific needs.

Writ large, Lobbyit's strategic approach to successful government affairs activity predominantly involves: (1) understanding the client and their issues through an intensive orientation process, incorporating communications with City leadership and staff as necessary; (2) understanding the legislative, regulatory and political atmospheres to best tailor and target our advocacy approach; (3) development of overall advocacy messaging and strategy; (4) the development of advocacy materials, in partnership with the City, based on knowledge gained in steps 1-3; (5) production of a prioritized list of targets in government and the private sector to leverage our positions and create cohesive, multi-front advocacy; (6) implementation of this strategy, with regular updates to the client, and adjustments/augmentations where appropriate.

Throughout our process, we will work closely with Compton to prioritize issues and contacts on a regular basis and engage in those activities determined to be of the highest value. Overall, Lobbyit's system and approach

identifies important issues whenever and wherever they arise. We will work to continually engage relevant offices and officials to ensure that the City has an open, and effective, avenue for advocacy. We are well-positioned to help Compton define its federal goals and objectives, develop strategies to achieve those objectives, and identify emerging threats and opportunities before they become apparent.

In addition to Lobbyit's traditional federal lobbying services, we offer our clients access to an innovative "advocacy hub" which offers our clients, and their stakeholders, the chance to participate in modern, cutting-edge grass roots e-advocacy campaigns in support of their federal legislative, regulatory, and funding goals.

The advocacy hub is built to seamlessly match with our clients existing web page and branding, providing an area on your website that demonstrates a sophisticated and coordinated approach to government affairs. The hub contains advocacy materials developed to complement our traditional lobbying activities; users can access relevant material such as form letters, talking points, call scripts, position papers, etc. Hub users can then leverage their newly cultivated knowledge to share the client's story directly with their federal, state, and local officials via email, Twitter, Facebook, and Amazon's Alexa. Not only can users access the hub through the client's desktop website, but our technology is also mobile accessible, offering stakeholders the chance to engage in the advocacy process from wherever and whenever they chose.

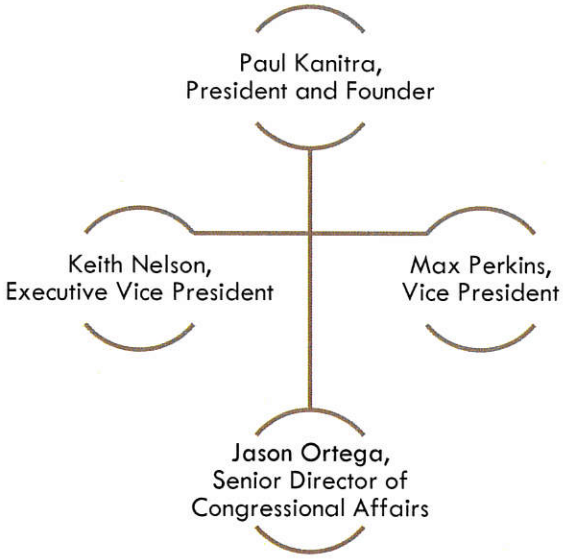
Most importantly, our web-based platform allows for real-time data analysis. Our after-action reports offer clients a chance to learn more about your supporters and how to more effectively engage them in the future. Ultimately, this affords Lobbyit the ability to enhance future grassroots campaigns and expand our clients' base of support.

Structure and Personnel

Lobbyit currently engages clients through a team-based approach that includes a well-qualified group of principals and a research office that assists with issue analysis and tracking. We currently employ four full time lobbyists as members of our principal staff, two of whom are attorneys, and three of which have prior Congressional work experience. The research office is comprised of a rotating group of support staff, analysts, interns and law clerks from a variety of top national educational institutions from around the world. Our team-oriented approach to representation allows us to deploy the expertise and professional experience of any Lobbyit employee, at no extra charge to the client, at any time should it be necessary.

Lobbyit's current employee roster consists of Paul Kanitra, President and Founder; Keith Nelson, Executive Vice President; Max Perkins, Vice President; and Jason Ortega, Senior Director of Government Affairs. Collectively, our lobbyists have a combined 75 years of government-related service, either has government employees or as government relations experts. Through our staff's dedication and hard work, we have become an eponymous problem solver/advocate for institutions, industries, businesses and associations from a broad swathe of the American economy.

For detailed information about the structure and organization of our employees, please see the chart below:



Lobbyit's offices are located at 430 New Jersey Ave SE, Washington, D.C. 20003, just behind the Cannon House Office Building and two blocks away from the U.S. Capitol Building. We are located just a block from the Capitol South Metro Station, which serves the Blue, Orange, and Silver Metro Lines. Our office is also conveniently located near some of D.C.'s best hotels and restaurants.

Should Compton choose to engage Lobbyit, Mr. Perkins will serve as the project team leader and will primarily assist the City with the formulation of strategy, outreach, and advocacy initiatives. Mr. Kanitra will assist in those duties and will spend roughly 10% of his time on the project. Mr. Ortega, Senior Director of Government Affairs will handle legislative and regulatory tracking, research and analysis, as well as federal grant research. Mr. Ortega may spend roughly 20% of his time working with the City.

Awards and Publications/Multimedia Engagements

AWARDS

2014 – *DCINNO's 50 on Fire List* – Since 2011, DCINNO has been covering and connecting the DC ecosystem, producing digital media and events about the entrepreneurs, executives, startups, businesses, trends and topics that are the shaping the present and future of the district's economy.

2016 – *CV Magazine's Mid-Market Achievement Award Winner – Best Lobbying Firm* - Corporate Vision is dedicated to working around the clock to shine a spotlight on the brightest, best performing and most deserving companies and individuals from around the business world.

PUBLICATIONS AND FEATURES

Pittsburgh Tribune, May 1, 2009
The Washington Post, May 1, 2010 (front page feature article)
The Herald-Sun, May 3, 2010
The Ocean Star, May 14, 2010
All-business.com, August 25, 2010
Yahoo! News, November 23, 2010
The Washington Post, May 20, 2010 (follow up piece to front page article)
The Kiplinger Letter, May 3, 2013
CEO Update, May 3, 2013
The Hill, May 22, 2013 (multiple occasions)

The Wall Street Journal, May 15, 2013
The Washington Post, June 29, 2014
Sunlight Foundation, April 19, 2016
CEO Update, January 20, 2017
Politico (multiple occasions)
CQ/Roll Call (multiple occasions)

MULTIMEDIA ENGAGEMENTS
2011 – NPR Radio – On August 30, 2011, National Public Radio interviewed Lobbyit President and Founder, Paul Kanitra

2013 - Voice of America - Lobbyit.com partnered with Voice of America - China in 2013 for an inside look into the lobbying profession. The video showcases Lobbyit's participation in the open government process in the United States and contrasts that right with the Chinese system of government. VOA is the radio broadcasting network of the U.S. government, a unit of the United States Information Agency.
https://www.youtube.com/watch?v=X220LCGQm3g&t=118s

2017 – On August 9, 2017, Federal News Radio 1500am interviewed Lobbyit President and Founder, Paul Kanitra, live on-air and published a companion piece on their website.

Municipal Experience

From the beginning, Lobbyit has counted municipal government entities among our client roster; we take great pride in partnering with the City of Plano, TX and the Borough of Point Pleasant Beach, NJ. The firm has placed an emphasis on working with state and local agencies as they are the bedrock of the American system of government; delivering the essential, everyday services people have come to rely on. From the water we drink to the air we breathe, and everything in-between, municipal governments work hard to ensure a healthy and prosperous life for every resident. Unfortunately, municipal governments are often unfairly impacted by the decisions made in Washington. Our federal elected representatives and bureaucrats often look down upon cities and counties as just another regulated community, when in actuality you are partners administering essential services.

When working with local governments, it's vital to intimately understand their needs. Mr. Kanitra has served in high-level roles for elected officials and tribal governments, and as a publically elected official himself. Before forming Lobbyit, Paul worked in-house as the Director of Government Relations for the Reno-Sparks Indian Colony. Paul forged a wide network of contacts for the Washoe, Paiute and Shoshone tribes with local, county, state and federal elected officials. His work culminated in a vital land exchange bill and millions of dollars in economic development for the RSIC.

Currently, Paul serves in a part time role as a Town Councilman, which provides him an in-depth level of understanding and first-hand knowledge of the day to day needs of municipalities. In his role as Councilman, he has taken a keen interest in advancing public safety, infrastructure, environmental and cultural diversity initiatives. He currently serves on the Police Subcommittee, the Fire and Street Lights Subcommittee, the Environmental Commission, through which he offered one of New Jersey's first municipal resolutions against President Trump's off-shore drilling Executive Order, and the Arts Committee, which he founded to focus on cultural diversity issues.

Paul prides himself on leveraging this experience to bring Republicans and Democrats together to find common ground and success for his diverse client portfolio.

Recently, Lobbyit expended resources to secure the expertise of a new principal focused on municipal government representation. The firm is proud to announce that Max Perkins, Vice President, has joined the Lobbyit family as of September 1, 2017. Mr. Perkins' experience is a perfect fit for the City. He has dedicated his career to working with municipal interests, including city, county, and state-level agencies, especially in California, and will focus on continuing that experience at Lobbyit. Mr. Perkins will serve as Lobbyit's point-of-contact for the Compton. He brings a strong background in the issues and policies that strengthen the federalist relationship between the states and the federal government.

Mr. Perkins is a former United States Senate Committee staffer, working for Senators Dianne Feinstein (D-CA) and Chuck Schumer (D-NY) at the U.S. Senate Committee on Rules and Administration from 2008 through 2010. Before joining Lobbyit, for the past seven years Mr. Perkins was employed by Van Scoyoc Associates (VSA) as a Manager of Government Relations, working primarily with municipal clients in the State of California.

List by Category of Prior Municipal Experience of Max Perkins

Cities	Counties	Other
•City of Dana Point, CA •City of Irvine, CA •City of Long Beach, CA •City of Manteca, CA •City of Palo Alto, CA •City of Stockton, CA •City of Visalia, CA •City of Westminster, CA	•County of Del Norte, CA •County of Napa, CA •County of San Diego, CA •County of Sonoma, CA •Galveston County/Galveston Park Board, TX •Martin County, FL •Monroe County, FL	•California State Department of Water Resources •Eastern Municipal Water District •Mission Springs Water District •Orange County Fire Authority •Rural County Representatives of California

City of Plano, Texas – Client since 2012

Success Story: In 1989, the U.S. Army Corps of Engineers (ACOE) granted a permit to the North Texas Municipal Water District (NTMWD) to construct and operate a pump station at Lake Texoma, located near the state border with Oklahoma. The pump station was designed to transfer up to 125 million gallons per day of water from Lake Texoma directly to Lake Lavon via a pipeline that discharges into a tributary of Lake Lavon. The massive intake structure cost over $100 million to construct.

In 1991, the State Legislatures of Oklahoma and Texas created the Red River Boundary Commissions and charged them with the responsibility of establishing a new permanent boundary between the two states. What is interesting is that a new survey was undertaken instead of relying on a 1939 Corps of Engineers survey that was the basis of constructing the Lake Texoma Pump Station. After a series of public meetings, in 1999 the State legislatures of Oklahoma and Texas adopted legislation that designated "the vegetation line along the South Bank of the Red River extending on a line from the 100th Meridian east to Lake Texoma as the northern border of Texas." As a result, a portion of the Texoma Pump Station is now located in the State of Oklahoma.

Since 2008, zebra and quagga mussels have been found in Lake Texoma. This raised concerns that the invasive species could be transferred across state lines from the Red River Basin to the Trinity River Basin in Texas. In December 2010, United States Fish and Wildlife Service (USFWS) officials advised NTMWD that because of the revised boundary delineation, the use of the pump station would constitute an interstate transfer of water and a violation of the Lacey Act because invasive zebra mussels would be transported across state lines. After voluntarily suspending operation of its Lake Texoma pump station, the severe drought of 2011 made this loss of water supply a near catastrophe.

On behalf of the City of Plano, Lobbyit worked with the NTMWD, the relevant congressional committees of jurisdiction, and the City's Congressional delegation to generate and build support for legislation providing Plano, and the surrounding areas, an exception under the Lacey Act so the City could reactivate the water pipeline. Throughout the process, Lobbyit remained in close coordination with the stakeholders involved; arranging advocacy trips to DC, preparing letters to congressional offices, writing testimony, and organizing support outside of the north Texas delegation. We developed all the necessary advocacy materials utilized in the meetings and worked closely with Plano's Congressman and Senators during and after Committee and floor consideration to address any concerns from other members of Congress.

On December 28, 2013, the Lake Pontchartrain Basin Restoration Program Authorizations and Federal Building Designations Act, Public Law 112–237, was signed into law. Incorporated in Section 5 of the act was a waiver of the Lacey Act for zebra mussels for NTMWD's project. Under threat that a similar determination by Fish and Wildlife could be made regarding the presence of quagga mussels in the pipeline, Lobbyit worked to build support for the North Texas Invasive Species Barrier Act of 2014, which included a waiver under the Lacey Act for quagga mussels. The bill was signed into law in on June 9, 2014, under PL 113-117. Plano officials credit Lobbyit for the success of the additional legislation and its ultimate enactment into law.

Borough of Point Pleasant Beach, New Jersey – Client from 2010-2017

Success Story: In 2012 Hurricane Sandy hit Point Pleasant Beach, NJ particularly hard, tearing down jetties, dunes, piers, homes and businesses. The storm also stunted the development of the ACOE beachfill project, the Manasquan Inlet to Barnegat Inlet Coastal Storm Damage Reduction Project ("Northern Ocean County" project), which was authorized for construction by Congress in the Water Resources Development Act of 2007.

The project is the result of a 2002 feasibility study that investigated flood and coastal storm damage effects between the two inlets. The study involved extensive engineering, environmental, and economic analyses and recommended the construction of a dune and berm system with the intent of reducing impacts from coastal erosion and storms. The plan calls for beachfill construction along the oceanfront between Point Pleasant, New Jersey and the northern boundary of the Island Beach State Park utilizing sand from an offshore borrow source and periodic nourishment on a 4-year interval for the life of the project. The project includes the following municipalities: Point Pleasant Beach; Bay Head; Mantoloking; Brick Township; Toms River Township; Lavallette; Seaside Heights; Seaside Park; and Berkeley Township.

Though the project was authorized in 2007, no federal funding had been appropriated before Hurricane Sandy hit in 2012, leaving the surrounding areas vulnerable to the Super Storm's power. In the aftermath of the storm, Lobbyit pursued a strategy with the City, in consultation with other local stakeholders, to include full project funding in the 2013 Disaster Relief Appropriations Act (Hurricane Sandy Relief Act). We worked with the City's elected officials, administrative and finance staff, the New Jersey congressional delegation, the New Jersey State Department of Environmental Protection, and the ACOE in a coordinated effort to include the project in the appropriations bill. Ultimately, we were successful and a contract award for the construction of the berms and dunes was finally announced in January 2017. We are proud to report that construction activities are on-going, providing coastal flood protection and resiliency to Point Pleasant Beach.

Mission Springs Water District – Prior Work Experience 2010-2017

Success Story: In 2000, Mission Springs Water District (MSWD) received a U.S. Army Corps of Engineers (ACOE) Section 219 project authorization when Congress passed the FY2001 Omnibus appropriations bill. MSWD, located in Desert Hot Springs, CA, is situated above both a natural hot spring aquifer and a cold spring aquifer, it is also located within the Salton Sea watershed, a vital water resource for the Inland Empire of California. The authorized project seeks to uninstall leaking residential septic tanks and convert those neighborhoods to wastewater service lines in order to protect the local economy's greatest resource, its award-winning natural spring water. Specifically, MSWD, in coordination with the ACOE, proposed to construct approximately 57

miles of wastewater pipelines that would facilitate the removal of approximately 4,000 individual septic tanks to meet the current and future long-term water supply, and protect groundwater quality.

During the years immediately following the project's authorization, MSWD was unsuccessful in obtaining appropriated funds from the ACOE annual budget. The Congressional earmark ban, beginning in FY2010, also placed additional barriers in front of MSWD. However, the Great Recession and the multiple recent episodes of drought in California presented an opportunity to highlight MSWD's project with federal officials. Mr. Perkins worked with the elected board members at MSWD and Senator Feinstein's office to include additional funding in the ACOE's annual budget for the Section 219 program, as well as include language in the annual spending bill to heavily weight drought and a community's economic demographics within the Section 219 cost/benefit analysis. In combination, the additional money and policy inclusions made MSWD more competitive for ACOE funds. As a result, MSWD has received almost $2 million from the ACOE since FY2014 to covert septic tanks into sewer service, including over $1.2 million in the FY2018 ACOE Work Plan.

City of Stockton, CA – Prior Work Experience from 2010-2016

Success Story: In 2012 on behalf of Stockton and other municipal entities in California and Florida, Mr. Perkins helped lead the effort to strike the residual risk mandate from the Biggert-Waters Act that reauthorized the National Flood Insurance Program (NFIP). Both House and Senate NFIP reauthorization bills originally included provisions to mandate permanent insurance requirements and building restrictions in floodplain areas protected by existing and proposed flood control structure, such as levees and dams. The "residual risk" mandate would have been costly to residents and businesses located near water resources, thwarted economic development in urban population centers, and discouraged local investment in flood control measures.

With the absence of specific policy at the National Association of Counties, the National Leagues of Cities, and the U.S. Conference of Mayors, Max and his former colleagues were forced to find unique partners in the fight against the misguided policy. Ultimately, an informal coalition was formed between local government entities and the National Association of Home Builders. This informal coalition was the only group of stakeholders in Washington advocating for the removal of the policy. It was an uphill battle to say the least.

In the House of Representatives, the coalition was successful in obtaining an amendment on the House floor that stripped the policy from the bill. The battle in the Senate was difficult and protracted. Mr. Perkins spent time discussing the issue with all 100 Senate offices, eventually securing the support of Sens. Mark Pryor (D-AR) and Pat Toomey (R-PA), who forced the removal of the provision on the Senate floor during debate.

This year, Congress has attempted to pass legislation reauthorizing the National Flood Insurance Program once again. This time, the policy was never included in any of the proposed bills. The removal of the "residual risk" provisions saved homeowners and business operators hundreds of millions of dollars nationwide in insurance premiums and preserved the ability of local governments to continue to pursue economic redevelopment in flood-protected neighborhoods.

In 2009, the City of Stockton, CA completed an online application for reimbursement of funds totaling $1.2 million from the Department of Housing and Urban Development (HUD) under the Community Development Block Grant Section 108 Loan Guarantee and Brownfields Economic Development Initiative (BEDI) Programs. The reimbursement request followed the requirements of the program and was submitted on the day that applications were due. However, because of a technicality the application was rejected. Staff at HUD subsequently communicated that the City would have 90 days to address the technicality and complete the reimbursement process. Unfortunately, programmatic funding was removed from the agency's account before the City could be reimbursed.

As a member of the City's federal advocacy team from 2010 through 2016, Mr. Perkins worked with the City, the City's Congressional Delegation, HUD headquarters and regional offices, and the Administration, to find a

solution to the problem. Ultimately, HUD needed to recertify that the project application met the programmatic criteria set forth in regulation and work with the City to finalize grant documentation. Once a path forward was mapped out, the City and HUD had to wait additional months until a source of funding could be identified. Finally, in 2015, the City received the entire reimbursement award from HUD.

County of San Diego, CA – Prior Work Experience from 2010-2017

Success Story: In 2012, Mr. Perkins played a significant role in reducing administrative fees taken by the State of California under the Operation Stonegarden program, a border security program authorized under the Department of Homeland Security. Operation Stonegarden funds are intended to enhance cooperation and coordination among local, tribal, territorial, state, and federal law enforcement agencies in a joint mission to secure the United States' borders along routes of ingress from international borders to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders.

Prior to the issuance of the FY2012 Operation Stonegarden Notice of Funding Announcement (NOFA), the San Diego County Sheriff's Department received notice from the State that the anticipated pass-through amount to the County would be smaller than previous years. The reason given was that the State was intending to use additional funds to coordinate more work at the state level, a decision that is inconsistent with the authorities delegated to grant recipients by DHS. Upon learning of the proposed funding cut, Mr. Perkins worked closely with Sen. Dianne Feinstein (D-CA) and her staff to inform DHS to include language in the FY2012 NOFA that explicitly limited the amount of administrative assistance eligible to state governments under the program, as was the historical practice of the program. Since the FY2012 NOFA, states have been limited to 5% of grant funds for administrative expenses, delivering more resources to the County and various City partners conducting the difficult work on the ground.

Orange County Fire Authority – Prior Work Experience from 2010-2013

Success Story: The Orange County Fire Authority (OCFA), located in Orange County, CA, is a sponsoring agency for one of the nation's twenty-eight Urban Search and Rescue teams. Since the early 1990s, Urban Search and Rescue (USAR) Task Forces have been certified, trained, and funded by the federal government. The task forces are spread across 19 states. Department of Homeland Security officials may call out the task force (or forces) in closest proximity to a disaster to help locate and extricate victims from collapsed buildings and structures. The task forces represent a partnership involving federal, local government, and private sector experts. Most recently, USAR teams received extensive media coverage for their missions to Haiti after the earthquakes of early 2010. USAR Teams were also activated in response to the recent earthquakes in Mexico City, Mexico.

In 2010, Mr. Perkins helped to organize several meetings for OCFA officials at the White House's Office of Management and Budget to provide information and insight into how the Urban Search and Rescue program works, and the importance of increased funding levels to the nation. As a result of the meetings, OMB officials better understood how the Urban Search and Rescue program works, and more importantly, began to recommend increased funding levels for the program in the President's annual budget.

In addition to increasing the programmatic funding levels for the Urban Search and Rescue program, Mr. Perkins was instrumental in assisting OCFA with their successful Assistance to Firefighters Grant (AFG) applications. AFG is administered by the Federal Emergency Management Agency (FEMA) and seeks to improve firefighter safety by funding local projects in the categories of training, personal protective and firefighting equipment, wellness and fitness programs and interoperability. OCFA was a recipient of FY2011 and FY2012 AFG grant funds. The local firefighting agency was awarded $1,742,317 in FY2011to purchase 385 Self Contained Breathing Apparatus (SCBAs). In FY2012, the agency was awarded $172,000 for 16 Thermal Imaging Cameras.

Eastern Municipal Water District – Prior Work Experience from 2010-2017

Success Story: The United States Bureau of Reclamation (USBR) is today the largest water wholesaler in the country. The federal agency delivers water to more than 31 million people across 17 western states. USBR is also a contemporary water management agency seeking to balance the diverse water needs of western states, tribal governments, and individual water districts. In recent years, the agency has placed a greater emphasis on water conservation, water recycling, and water reuse as recent prolonged droughts in the west have stressed traditional water delivery systems.

USBR's Title XVI program identifies and investigates opportunities to reclaim and reuse wastewaters and naturally impaired ground and surface water. Title XVI includes funding for the planning, design, and construction of water recycling and reuse projects on a project specific basis. However, in recent years the program's scope has been limited to only those projects that have previously received Congressional authorization. Since 2010, the program has been unable to fund new projects, or even assist successful on-going projects, due to the Congressional earmark ban.

From 2013 until 2016, Mr. Perkins and officials from Eastern Municipal Water District (EMWD), located in Riverside, CA, worked to change the program's structure to make Title XVI funding available on a competitive basis. In coordination with EMWD, the Association of California Water Agencies, and the National Water Resources Association, Max worked with the offices of Sen. Feinstein (D-CA) and former Senator Barbara Boxer (D-CA), as well as House Majority Leader Kevin McCarthy (R-CA), to include language in the Water Infrastructure Improvements for the Nation Act of 2016 to allow USBR to offer funds through the Title XVI program on a merit basis. With the programmatic changes enacted into law, EMWD was able to receive funding for their impaired groundwater water recycling project. The project would provide an additional 8,375 acre-feet per year of recycled water to drought-prone southern California. The project received $1.2 million in FY2016.

City of Palo Alto, CA – Prior Work Experience from 2012-2017

Success Story: The City of Palo Alto, CA has recently experienced issues with regard to implementation of NextGEN air traffic control technology by the Federal Aviation Administration. The City has experienced an increase in noise and pollution as a result of changing flight patterns overhead. During his time at Van Scoyoc Associates, Mr. Perkins assisted Palo Alto with implementing every aspect of their federal agenda and advocacy efforts, especially related to engaging the federal government over issues with NextGEN deployment. He worked with the City through the development process of a local committee comprised of City and County elected officials to further study the impacts of the Northern California Metroplex and helped the City coordinate with Rep. Anna Eshoo's (D-CA) office on the introduction of the FAA Community Accountability Act.

EXAMPLES OF PAST GRANT SUCCESSES:

- Water Resources:
    - $90 million annually in operation and maintenance funding through the U.S. Army Corps of Engineers (ACOE)
    - $500 million in funding through the ACOE for the construction of a levee improvement/flood control project
    - $90 million in funding through the ACOE for a northeast beach nourishment project
    - Over $7 million in ACOE Section 219 construction funds for a groundwater desalination program and septic-to-sewer conversion project
    - $3 million in pre-construction funds through the Bureau of Reclamation for preparations for a dam safety fix and raise
    - $1.2 million in funding from the Bureau of Reclamation for a water recycling project
- Housing and Economic Development:

- $1.2 million in Economic Development Initiative funds through the Department of Housing and Urban Development

- Public Safety and Homeland Security
  - $10 million in Operation Stonegarden funding through the Department of Homeland Security
  - $2 million in funding through the Assistance to Firefighters Grant program at the Department of Homeland Security
  - $1.5 million in funding through the COPS program at the Department of Justice

Work Plan

The American federalist system of government necessarily requires state and local governments petition the federal government for assistance, which too often these days comes in the form of relief from onerous legislative and regulatory burdens. Our state, county, and city institutions of government are still rebounding from the Great Recession and are doing more with less help from the federal government than ever before. We are proud of the success on behalf of our municipal clients to date and believe we can build upon that experience to offer Compton a high level of service.

In recent years, there has been a paradigm shift in Washington, D.C.-based advocacy. Securing federal funding or affecting legislation and regulations requires a deep understanding of the new environment. Gone are the days of simply driving through an earmark request through Congress. The City's federal advocates need to understand every aspect of working with Congress, including working through individual Member offices, accessing leadership of congressional committees, and managing and identifying political pitfalls wherever they may be. The new environment also requires that federal advocates coordinate with federal agency staff – political and career officials. Your lobbyist must have the ability to access a Senator's office, understand program requirements, prepare detailed legislative submissions, and be aware of how policy proposals will affect the City.

Writ large, Lobbyit's strategic approach to successful government affairs activity predominantly involves: (1) understanding the client and their issues through an intensive orientation process, incorporating communications with City leadership and staff as necessary; (2) understanding the legislative, regulatory and political atmospheres to best tailor and target our advocacy approach; (3) development of overall advocacy messaging and strategy; (4) the development of advocacy materials, in partnership with the City, based on knowledge gained in steps 1-3; (5) production of a prioritized list of targets in government and the private sector to leverage our positions and create cohesive, multi-front advocacy; (6) implementation of this strategy, with regular updates to the client, and adjustments/augmentations where appropriate.

1. Understanding the client - Lobbyit conducts a comprehensive "on-boarding" process with clients, wherein we engage in extensive discussions/meetings with client leadership to familiarize ourselves with client operations, personalities, needs and priorities. A major component of that process is the preparation of a SWOT analysis that would be completed within the first month of engagement. Lobbyit will examine the City's Strengths, Weaknesses, Opportunities, and Threats, and use those findings to inform the City's federal agenda and advocacy priorities.

2. Understanding the environment - We will then work with the Mayor, City Council, City Clerk, and City department executives and staff to formulate a federal agenda that compliments the City's federal legislative, regulatory, and funding objectives. Compton's federal agenda will be utilized as a roadmap to direct Lobbyit's action in Washington while our firm's quality measures and deliverables will serve as the compass, and the City's "GPS" system. We anticipate updating the agenda each calendar year in January, though we often build in flexible policy statements to allow Lobbyit to engage with emerging trends and threats within the federal government.

3. Strategy development and messaging - With respect to the development of a specific advocacy plan, Lobbyit employs a rigorous process in addition to the strategic approach delineated above, and continually adjusts it in conjunction with the client as appropriate. Generally, Lobbyit's advocacy plan minimally involves the following steps, and is often augmented to match the needs of the client:

- Identify allies in each of the prospective areas of engagement, i.e. Congress, the Executive Branch, the academic, think tank and non-profit communities, and any other groups with similar interests or activities.
- Cross-reference this list with Lobbyit's and the client's personnel/contacts/members/advocates to determine synergies and connections;
- Work through the client to identify other contacts and/or avenues to be leveraged;
- Conduct necessary legislative, regulatory and political research and assessments;
- Develop the necessary advocacy materials;
- Construct and implement a specific, detailed advocacy plans; and
- Communicate regularly with the client regarding what was learned and plans next steps.

Once the key steps are in place, Lobbyit then engages in personal advocacy in Congress, the Executive Branch, and with other organizations and entities identified as allies (and, on occasion, as potential adversaries).

In the case of Compton, Lobbyit would focus heavily on Members of the California Delegation, specifically Senators Dianne Feinstein (D) and Kamala Harris (D) and Congresswoman Nanette Barragan (D), and utilize existing relationships within the Senate Commerce Committee, Senate Environment and Public Works Committee, House Transportation and Infrastructure Committee, and House and Senate leadership.

As a quality measure and deliverable, our Tier 3 pricing model includes at least 3 meetings per month to ensure continual forward momentum on the City's agenda. We expect issues to ebb and flow through the legislative calendar, and so there may be some issues that require significantly more than three meetings during a month. Those meetings will be covered at no additional charge to the City. We will take as many meetings as it takes to get the job done.

4. Document production - A critical part of our service includes the development of all the materials used during our advocacy of the City's federal agenda. Whether we are producing fact sheets and white papers to aid the Mayor's trip to Washington or drafting letters to Members of Congress, Lobbyit has the skill and experience to create almost any publication in-house. Our staff has experience writing testimony for clients to be presented before congressional committees, legislative and regulatory text, comments on proposed rules, appropriations requests, invites for project site visits, etc. However, we do often ask that our clients engage in the process to ensure the technical aspects of our documents are truthful and accurate. For grant proposals, we anticipate a deeper level of engagement from City staff to ensure the application is as strong as possible.

5. Coalition building and E-Advocacy - No matter the issue area, there is a community of individuals and businesses in the state, and groups in Washington, D.C. dedicated to the topic. Lobbyit stays engaged with and abreast of developments in such communities for many clients. Through such activity, we regularly identify allies and strategic partners who can help us magnify our voice and/or buttress our position. We also identify forces or entities counter to our interests, developing full situational awareness for our clients.

Lobbyit's broad client base allows us the opportunity to connect industries and issues in a way that other small lobbying firms cannot. We can share with our newest clients our strategic intelligence and past successes gleaned from our current workload to affect positive outcomes in the future. Our current client roster includes medical device companies, private drug addiction recovery services non-profits, telecom companies, and the national association representing local jail officers, administrators and executives. The below discussion highlights just a few synergies that can be brought to bear to the Ciy's benefit.

Client Connection - American Jail Association

The American Jail Association (AJA) has been a longtime partner; Lobbyit was chosen to be AJA's first federal advocate in 2013. AJA is the national, nonprofit organization that supports the professionals who operate our Nation's jails. It is the only national association that focuses exclusively on issues specific to the operations of local correctional facilities.

Over the past several years, the American Jail Association has urged its members to improve the response to people with mental illness who come in contact with the criminal justice system by developing and promoting programs, policies, and legislation that expands collaboration among the criminal justice system and the mental health community, integrates mental health and substance abuse services to more effectively address the needs of individuals who have co-occurring mental health and substance abuse disorders, and train efforts toward providing the mental health system with resources and training regarding the criminal justice system so as to foster a more complete understanding of the processes and procedures between the two stakeholders.

To further the above goals, Lobbyit has assisted AJA in advocating for increased funding for State and local governmental treatment agencies, like Federally Qualified Health Centers, interested in developing solutions to the complex problem of people with mental illness who come in contact with the criminal justice system, increasing the flexibility of grant programs which enable states to obtain funds for efforts that target individuals with co-occurring disorders who are in contact with the criminal justice system, and to facilitate partnerships between criminal justice and mental health agencies and organizations across governmental platforms.

E-Advocacy

In addition to Lobbyit's traditional federal lobbying services, we offer our clients access to an innovative "advocacy hub" which offers our clients, and their stakeholders, the chance to participate in modern, cutting-edge grass roots e-advocacy campaigns in support of their federal legislative, regulatory, and funding goals.

The advocacy hub is built to seamlessly match with our clients existing web page and branding, providing an area on your website that demonstrates a sophisticated and coordinated approach to government affairs. The hub contains advocacy materials developed to complement our traditional lobbying activities; users can access relevant material such as form letters, talking points, call scripts, position papers, etc. Hub users can then leverage their newly cultivated knowledge to share the client's story directly with their federal, state, and local officials via email, Twitter, Facebook, and Amazon's Alexa. Not only can users access the hub through the client's desktop website, but our technology is also mobile accessible, offering stakeholders the chance to engage in the advocacy process from wherever and whenever they chose.

Most importantly, our web-based platform allows for real-time data analysis. Our after-action reports offer clients a chance to learn more about your supporters and how to more effectively engage them in the future. Ultimately, this affords Lobbyit the ability to enhance future grassroots campaigns and expand our clients' base of support.

6. Implement, inform, and innovate (I3) - Each month, the City will receive a detailed description of the meetings taken, topics discussed, and important take-aways. These reports will also include all the legislative and regulatory initiatives that we are tracking on daily basis for the City, as well as a high-level discussion of the prior month's headline news from Washington. Lobbyit will use these reports as a baseline to gauge progress. We will refine our strategy, adjust our targets, and augment our messaging, as necessary once the City has read and digested our monthly reports.

A crucial component of our I3 strategy will be to visit Compton at least twice per year to meet with City officials and staff to discuss the work we have completed, and the progress made toward the goals contained in the City's federal agenda. Visits to Compton by Lobbyit team members will require reimbursement of long-distance expenses, including airfare, lodging, meals, and transportation costs, as Lobbyit's pricing tiers do not include an allowance for billable expenses.

Conclusion

As you can see, Lobbyit covers a lot of ground for an extremely reasonable price. We are seasoned government relations professionals, with experience in advancing policy initiatives in multi-jurisdictional settings, across the span of entities which impact the success of any given initiative.

Because of our price points, some view us with skepticism. Our track record, however, belies this conclusion. As an organization, we punch far above our weight.

Thank you very much for your time and consideration. We very much hope for an opportunity to continue our conversation.

Sincerely,

Paul Kanitra
President and Founder
Lobbyit.com

Service Plans and Pricing

TIER 1: Unlocking Your Voice.™ -- $995 per month
This plan forms the foundation for our entire company. Far too many big lobbying firms are getting rich, drastically overcharging for what equates to only a few hours of work a month. Unlocking Your Voice is the first affordable lobbying option for the people. It outlines a clear set of basic representation needs that will ensure Congress is aware of your needs. We will help tailor your message and identify your issues. Furthermore, we keep you abreast of DC happenings and will quickly send out an alert should a major legislative threat be heading your way. This is all capped off with a monthly report that clearly outlines the work done and meetings taken on your behalf.

Includes:
- Initial consultation to understand your needs and issues
- Registering and maintaining status as your federal representative
- Monthly meetings with federal stakeholders
- Formulation of your issue paper used in our meetings
- Receipt of Congressional Climate™ daily emails
- Legislative Issue Alerts (as appropriate)
- Personally tailored, monthly report
- Easy access to our K Street offices and all of our staff

TIER 2: Establishing Your Voice ™-- $1,995 per month
Our second tier offering is perfect for a client with clear legislative issues. If you have previously been affected by legislation, or fear that you may be in the future this plan is a necessity. Establishing Your Voice includes everything in Unlocking Your Voice, as well as detailed Congressional bill and regulation tracking and analysis. When a bill is introduced, we will follow it through the process, keeping a close eye on any advancement or changes and offering you our recommendations regarding the bills potential for becoming law along the way. Should you decide to take specific action, we will already be fully prepared to act.

Includes everything in "Unlocking Your Voice," as well as:
- Detailed Congressional bill tracking and analysis, email updates and action recommendations
- Detailed Congressional regulation tracking, analysis, and e-mail updates
- Pertinent committee hearing attendance and e-mail updates

TIER 3: Raising Your Voice™ -- $2,995 per month
Our most intensive offering is an all encompassing plan for our clients that seek to effect change in the halls of Congress or the Administration. This option covers proactive efforts such as trying to secure government funding or establishing a competitive advantage. This plan is also the choice when seeking to ward off harmful legislation or regulations. We will take all the steps necessary to make sure your issue is resolved. All along the way we will be providing you detailed analysis of our work and adapting as appropriate.

Includes both of the first two tiers plus:
- Thorough evaluation of the legislative or regulatory changes you seek
- Formulation of a comprehensive plan of attack
- Strategy sessions to assess and refine efforts
- Preparation of all required correspondence
- Drafting of any specific legislative or regulatory language
- Meetings with federal stakeholders (as necessary)

TIER 4 Nationwide Voice --$4,995 per month

Tier 4 is quite simply, the most unique offering that currently exists in the lobbying and government relations industry. Clients now have the ability to completely outsource their entire Government Relations operation. In addition to providing our complete suite of lobbying services from Tier 3, Tier 4 also includes a full grassroots component, an online advocacy hub and 50 state legislative tracking. Our most inclusive offering was designed for clients looking to not only effect change at the Federal level, but to develop a broad, national advocacy presence across the country. Inclusive of all the services available in Tier 3, it arms the client with all the tools necessary to successfully promote their interests in Congress and the Executive Branch. By including additional services, however, Tier 4 provides clients with additional avenues of approach to lawmakers, and helps clients build a nation-wide, grassroots effort to create a breadth and depth of support which dramatically enhances a client's advocacy position. The value of services in Tier 4 is simply unmatched by anything currently available in the lobbying space today.

Tier 4 includes all services in tiers 1,2, and 3, plus:

- The constructing, hosting and maintenance of a personally tailored online "Advocacy Hub" website for your organization to fully leverage your employees, membership and supporters across the country and the world
- Advice on how to activate nation-wide networks of citizens/employees/members, and how to leverage their support
- Drafting of appropriate membership/employee letters and call scripts
- An annual "Day on the Hill"
- Facilitation of District visits by lawmakers and their staffs
- Full 50 state legislative tracking and reporting

Tier 5 Full Political Engagement --$7,995 per month

In the last decade, we have seen significant advances in communications technologies and platforms, significantly impacting the way that politicians interact with their constituencies, make decisions and work to be elected/re-elected. To take advantage of these changes, leverage these new tools and provide a truly comprehensive, wrap-around advocacy package, we created Tier 5. Tier 5 adds Political Action Committee (PAC) setup and management, and a variety of "e-advocacy" services to all of the other elements included in Tiers 1-4. In Tier 5, Lobbyit will set up a PAC for clients, and develop and execute a political giving strategy that maximizes the impact of our messaging and advocacy efforts. Additionally, Tier 5 includes the development and implementation of a social media strategy, including the development of appropriate content, the selection of the appropriate platforms, and initiation and management of the social media messaging and advocacy effort.

Tier 5 includes all services in Tiers 4, plus:

- Setting up a PAC that is within compliance of all applicable laws and regulations
- Maintaining PAC reporting with the Federal Election Commission (FEC) and other entities as required
- Crafting a strategy for use of PAC funds, identifying appropriate events, and attending such events as necessary
- Comprehensive analysis of a client's social media presence and strategy
- Crafting and executing a full-scale social media strategy including, cultivating social media relationships, engaging Members and staff, creating necessary supporting materials (white papers, infographics, etc.), and making necessary adjustments based on metrics

***TIER LEVELS ARE FLEXIBLE; move around within them as needed. Unlocking Your Voice™ is offered as a month-to-month basis. Both Establishing Your Voice™ and Raising Your Voice™ require three-month minimum commitments.**

EXHIBIT A

A La Carte Pricing:

50-State Legislative Tracking: $1,000/MO

For many companies and associations, the reality is that federal legislation and regulations are not the only government actions impacting them. State legislatures and regulatory bodies also have substantial influence on numerous areas of operation and compliance. Unfortunately, most organizations lack the resources adequately track all this relevant state-level activity. We will conduct a comprehensive search of all 50 states and identify any and all bills that may have an impact on your organization. Lobbyit further provides a report that lists all the appropriate bills and provides a link to the language. Given the vast amount of information generated, Lobbyit also sifts through the results, providing a list of bills that we determine to be of highest priority, and which may require state-level action. For such priority matters, we include a more in-depth analysis of the bill, and our team is available to craft a lobbying strategy should it be necessary.

Advocacy Hub: $1,500/MO

Members of Congress are answerable to their constituents, and they place a great deal of emphasis on voter communications. The opinions of their constituents, properly stated, do have a huge impact on votes and other official activity. To best mine this trove of voter influence, Lobbyit partnered with a leading grassroots advocacy service provider to build an "advocacy hub" which allows this direct communication with important officials. Lobbyit clients have effectively used this tool to communicate *en masse* with Members of Congress, resulting in favorable legislation, increased funding for vital programs, or assistance with federal Executive Branch agencies. Our team will craft a strategy and coordinate with the client to draft the content of each communication, whether it be a letter, talking points call scripts, etc. This service can also be used to target state legislatures and can be an incredibly cost-effective way to make an organization's concerns heard at the state level, nation-wide

E-Advocacy: $1,000/MO

Utilizing social media can significantly increase a client's reach and expand its audience, and works in concert with the Advocacy Hub and the other services that are a part of this tier. Our team will analyze a client's current web presence, including their website and social media activities. Our professionals will not only craft and implement a social media strategy, but will also closely monitor the results of these efforts and make necessary adjustments to maximize the positive impact. Our solutions include a full-scale social media strategy including cultivating social media relationships, engaging Members and staff, developing appropriate content, selecting appropriate platforms, and initiation and management of the social media messaging and advocacy effort.

PAC Management: $3,000/MO

Changes in campaign finance have opened up new avenues to approach lawmakers and better-position client project goals. Lobbyit will set up a PAC that complies with the numerous laws and regulations governing them, and develop and execute a donation strategy to maximize the impact of PAC activity. Depending on the client's availability, when necessary, our team will attend events and fundraisers, developing the important relationships that oftentimes are necessary to accomplish major priorities on the Hill. In addition to these fundamental activities, we will initiate and organize the solicitation authorization process for members, conduct one paper and one electronic solicitation of SCAI membership, conduct daily banking activities, and financial account auditing

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES CONTRACT FOR FEDERAL LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEARS 2018-2019 AND 2019-2020**

Laurence Adams **7/16/2018 7:45:52 AM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **7/20/2018 11:33:22 PM**
CITY ATTORNEY DATE

Rafaela King **7/18/2018 8:43:10 PM**
CITY CONTROLLER DATE

Laurence Adams **7/9/2018 7:23:19 PM**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

July 24, 2018

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **WENDELL E. JOHNSON, P.E., DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR STREET SWEEPING SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CLEANSTREET SWEEPING SERVICE FOR CITY-WIDE STREET SWEEPING SERVICES ($1,958,200.56)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year (i.e. July 1, 2018 through June 30, 2021) street sweeping services agreement with and establish a purchase order in the amount of Six Hundred Fifty Two Thousand Seven Hundred Thirty Three Dollars and Fifty-Two Cents ($652,733.52 for the first (1st) year of services) for CleanStreet Sweeping Service for full-time City-wide street sweeping services.

BACKGROUND

Street sweeping is a necessary part of any street maintenance activity helping to meet the National Pollution Discharge Elimination System standards set by Federal and state laws. Street sweeping extends asphalt life, removes pollutants from curbs preventing leaves and debris from clogging storm drains and sewers. An effective street sweeping program provides the community with clean and aesthetically pleasing appearance.

Public Works Department ("Department") staff released a Request for Proposals ("RFP") for street sweeping services from qualified street sweeping companies on May 16th, May 23rd, May 30th, and June 6th, 2018, in the Compton Bulletin. The City proposes to enter into an agreement for a three (3) year term.

On June 7, 2018, Department staff received a total of three (3) proposals from qualified street sweeping companies as follows:

Company	Location	Amount
CleanStreet	Gardena, CA	$652,733.52/yr.
Nationwide Environmental Services	Norwalk, CA	$860,651.20/yr.
R.F. Dickson Company, Inc.	Downey, CA	$764,251.00/yr.

The proposals were reviewed by staff and the proposal submitted by CleanStreet Sweeping Service ("CleanStreet") was selected as the lowest most responsive bidder.

STATEMENT OF ISSUE

CleanStreet is a family-owned business and has been cleaning city streets since 1973. CleanStreet currently provides street sweeping services to approximately 50 municipalities within the State of California. CleanStreet employs 165 employees. Additionally, CleanStreet has a company policy that allows them to assign street sweeping operators to a city on a permanent basis. CleanStreet has provided satisfactory streetsweeping services to the City of Compton since 2006.

CleanStreet will provide skilled operators with new model equipment that is in excellent operating condition and appearance. CleanStreet equips its trucks with Global Positioning Satellite (GPS). All of the real time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location. All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

CleanStreet will be available by telephone on a seven day, 24 hour basis for emergency call outs. CleanStreet provides cellular telephones for sweeper operators, administrative staff and supervisors for instant communication capability.

CleanStreet has partnered with Digital Ally to develop a camera system for street sweepers that can assist with the City's parking enforcement program and more. The system can capture the location and license plate numbers of parked cars. This information can be transmitted to a designated City official to review and make the determination if a parking ticket is to be issued. This is an optional feature offered by CleanStreet.

The street sweeping services to be provided include: sweeping services on designated arterial (major), collector, commercial, residential and industrial streets; alleys; cul-de-sacs; street centerlines and traffic signal island curbs; street crossings and gutters; and City-owned parking lots and additional sweeping services including emergency call-outs, extraordinary weather, special events and non-routine sweeping. The proposed term of the agreement will begin on July 1, 2018 and end on June 30, 2021.

FISCAL IMPACT

Funds in the amount of $652,733.52 for the first (1st) year of services will be available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 2502-720-000-42692502-720-000-4269. Funding for the remaining years will be allocated in future year City budgets.

ALTERNATIVE

The City's current street sweeping contracts end on June 30, 2018. Therefore, in order for the City Manager to enter into a three (3) year agreement with CleanStreet for the provision of providing Citywide street sweeping services from July 1, 2018 through June 30, 2021, City Council authorization is necessary.

City staff recommends the following options:

Option #1 – approved the recommendation provided by City staff.

Option #2 – reject all bids, direct City staff to re-bid the services, and allow City staff to continue to utilizing the services of Cleanstreet for 6 months until the completion of the bid process.

Option #3 – provide City staff with another alternative.

If an option is not selected, the City will be unable to provide current levels of street sweeping services for Compton residents and stay in compliance with the National Pollution Discharge Elimination System (NPDES) permit.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

WENDELL E. JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR STREET SWEEPING SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CLEANSTREET SWEEPING SERVICE FOR CITY-WIDE STREET SWEEPING SERVICES ($1,958, 200.56)

WHEREAS, street sweeping is a necessary part of any street maintenance activity helping to meet the National Pollution Discharge Elimination System standards set by Federal and state laws; and

WHEREAS, street sweeping extends asphalt life, removes pollutants from curbs preventing leaves and debris from clogging storm drains and sewers and provides the community with clean and aesthetically pleasing appearance; and

WHEREAS, Public Works Department ("Department") staff released a Request for Proposals for street sweeping services from qualified street sweeping companies on May 16th, May 23rd, May 30th, and June 6th, 2018 in the Compton Bulletin; and

WHEREAS, on June 7, 2018, City staff received a total of three (3) proposals from qualified street sweeping companies as follows:

Company	**Location**	**Amount**
CleanStreet	Gardena, CA	$652,733.52/yr.
Nationwide Environmental Services	Norwalk, CA	$987,012.00/yr.
R.F. Dickson Company, Inc.	Downey, CA	$764,251.20/yr.;

and

WHEREAS, all submitted proposals were reviewed by City staff and the proposal submitted by CleanStreet was selected as the lowest most responsive bidder; and

WHEREAS, the City's current street sweeping contract ends on June 30, 2018, and staff recommends Council approve a three (3) year agreement with CleanStreet Sweeping Services for the provision of providing City-wide street sweeping services from July 1, 2018 - June 30, 2021; and

WHEREAS, funds in the amount of $652,733.52 for the first (1st) year of services are available in the Public Works Department 2018-2019 Fiscal Year budget and funding for the remaining years will be allocated in future year budgets.

#18.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year (i.e. July 1, 2018 through June 30, 2021) street sweeping services agreement with CleanStreet Sweeping Service in the yearly amount of $652,733.52, with a not-to-exceed total over the 3-year contract term of $1,958,200.56.

SECTION 2. That funds in the amount of $652,733.52 for the first (1st) year of services are available in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 2502-720-000-4269. Funding for the remaining years of the contract will be allocated in future City budgets.

SECTION 3. That a purchase order is authorized to be established for CleanStreet Sweeping Services in the amount of $652,733.52 for the first (1st) year of services for provision of City-wide street sweeping services.

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2018.

_____
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

Resolution No. _____
Page 3

I, Alita Godwin, 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 _____, 2018.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

STREET SWEEPING REQUEST FOR PROPOSAL ANALYSIS

					CleanStreet		R.F. Dickson		Nationwide Environmental	
Item	Description	Approximate Quantity	Unit	Frequency (times swept/year)	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
1	Sweeps Street as Described in Referenced City of Compton Sweeping Specifications	350.00	clm	52	$ 21.35	$ 388,570.00	$ 31.43	$ 572,026.00	$ 33.00	$ 600,600.00
2	Sweep City Alleys	36.00	clm	24	$ 20.08	$ 17,349.12	$ 55.00	$ 47,520.00	$ 33.00	$ 28,512.00
3	Sweep City Parking Lots Including Behind Bumpers	10,000.00	sf	52	$ 0.007	$ 3,640.00	$ 0.0110	$ 5,720.00	$ -	$ -
4	Park/Parking Lots	10,000.00	sf	24	$ 0.007	$ 1,680.00	$ 0.0100	$ 2,400.00	$ -	$ -
5	Commercial Area on Alondra/Compton/Long Beach Blvds.	43.00	clm	260	$ 20.08	$ 224,494.40	$ 19.14	$ 213,985.20	$ 30.00	$ 335,400.00
6	Emergecy Call Out(s)	50.00	hrs	1	$ 85.00	$ 4,250.00	$ 95.00	$ 4,750.00	$ 100.00	$ 5,000.00
7	Extraordinary Weather Sweeping	50.00	hrs	1	$ 85.00	$ 4,250.00	$ 95.00	$ 4,750.00	$ 100.00	$ 5,000.00
8	Special Event Sweeping (Weekends/Holidays)	50.00	hrs	1	$ 85.00	$ 4,250.00	$ 95.00	$ 4,750.00	$ 150.00	$ 7,500.00
9	Non-routine Sweeping	50.00	hrs	1	$ 85.00	$ 4,250.00	$ 95.00	$ 4,750.00	$ 100.00	$ 5,000.00
						$ 652,733.52		**$ 860,651.20**		**$ 987,012.00**
	clm = curb lineal miles									

CleanStreet
Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF COMPTON

JUNE 7, 2018

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x103

#18.

CleanStreet
Cleaning Your Environment

June 6, 2018

Mr. Wendell E. Johnson
Public Works Director
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Johnson,

Enclosed is our proposal for providing high quality street sweeping services for the City of Compton.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for proposals.

We understand that the City of Compton is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

Thank you for this opportunity. We enjoy working for the City of Compton and hope we can continue to be of service.

Sincerely,
CLEANSTREET

Jerr Costello
CEO/President

1937 West 169th Street, Gardena, California 90247 (800) 225-7316
CleanStreet.com E-mail: info@Cle eet.com Fax: (310) 538-8015

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CleanStreet
Cleaning Your Environment

(800) 225-7316 x103
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#18.

COMPANY DESCRIPTION



CleanStreet

CleanStreet specializes in providing street sweeping services. It is not an auxiliary part of our business, and this sharp focus on street sweeping makes us efficient and effective.

CleanStreet is family-owned and has been proudly cleaning city streets since 1973. These decades of successful work have given us an experienced management team, tremendous body of knowledge, and expertise in street sweeping. We have a deep resource base, which includes veteran sweeper operators and back-up sweepers, ensuring sweeping is performed as scheduled and expertly.

CleanStreet currently employs 165 people. We do not move our operators around. We have a company policy and culture that allows us to assign street sweeping operators to a City on a permanent basis. This gives the City and operator(s) time to develop a work relationship.

Experience

CITY OF SANTA MARIA

Supervisor: *Sam Angulo* **Title:** *Public Works Director*

Address: *2065 East Main Street, Santa Maria, CA 93454*

Phone: *(805) 925-0951 Ext.7254* **Contract Amount:** $3,065,961.00 (5 year contract)

Contract Term: *2014 – current* **Work Type:** *Time posted street sweeping.*

COMPANY DESCRIPTION



CITY OF CALABASAS

Contract Supervisor: *Charles Mink* **Title:** Public Works

Address: *26135 Mureau Road, Calabasas, CA 91302*

Phone: *(818) 878-4242* **Contract Amount:** $184,172.00 (5 year contract)

Contract Term: *2004 – current* **Work Type:** *Time posted street sweeping.*

CITY OF SACRAMENTO

Contract Supervisor: *Christopher Celsi* **Title:** *Project Manager*

Address: *9850 Geothe Road, Sacramento, CA 95827*

Phone: *(916) 876-8756* **Contract Amount:** $9,740,500.00 (5 year contract)

Contract Start: *2015 – current* **Work Type:** *Time posted street sweeping.*

Current Workload

We currently provide street sweeping services to approximately 50 municipalities within the State of California.

Financial Environment

CleanStreet prides itself in its ability to maintain a positive financial position with creditors, lenders, and vendors. CleanStreet's outstanding financial history enables the organization the leverage it needs to obtain equipment or cash flow to meet the demands of new accounts and continue organizational growth. CleanStreet has a positive working relationship with key financial Pacific Western Bank. It also sustains favorable credit ratings with vendors such as Wright Express, American Rotary Broom, and

#18.

COMPANY DESCRIPTION



Gardena Auto Parts. The stability of CleanStreet is proven in its 40 plus years of continuous business and holds strong for constant growth.

CleanStreet
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(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

PERSONNEL





Jere Costello
Founder and CEO of CleanStreet

EMPLOYMENT HISTORY:

CLEANSTREET .....1961 TO PRESENT

Responsibilities:

- Founder
- Management procedures and policy
- Equipment purchases
- Financial planning and management
- Management efficiency and effectiveness
- Public relations

Education:

- Northrop University Law School

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter – Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)

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PERSONNEL





RICK ANDERSON
Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

CLEANSTREET .....1989 TO PRESENT

Current Responsibilities:

- Oversees daily operations.
- Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- Jurist Doctorate, Southwestern University School of Law

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter – Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)

PERSONNEL



Key Personnel

The contract manager and key contract representative is Mr. Rick Anderson. Mr. Anderson has been with the company since 1989, and has the experience and expertise to deal with any issue that might arise during the performance of this contract.

He has the authority to take whatever steps necessary to deliver high-quality service. Mr. Anderson is responsible for all pricing and staffing decisions for the organization and approach to this contract. He will be intimately involved in all aspects of the implementation of this contract.

Rick Anderson, Director of Business Development



Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the Company for 28 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the Company has helped fuel continual growth and diversification into new areas which complement CleanStreet's primary role as a street sweeping contractor.

Next in line, and supporting Mr. Anderson's management of this contract, is Mr. Andrew Jacoby. Mr. Jacoby is the Operations Director for Human Resources Manager and Risk Management for CleanStreet. He will be familiar with all aspects of the personnel working within this contract.

Andrew Jacoby, Director of Operations



Andrew Jacoby is the director of operations for CleanStreet and has been with the company since 2003. Mr. Jacoby oversees the Human Resources Department, and serves as the Company's risk manager. He has been instrumental in a developing a state-of-the-art time and attendance system, in which data is transmitted through handsets and reconciled by complex GPS tracking software installed in CleanStreet's vehicles and handsets. Andrew is also responsible for claims management and is the driving force behind CleanStreet's constant emphasis on safety.

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PERSONNEL



Field Supervisor

Mr. Gilbert Perez is one of our Field Supervisors. Mr. Perez is excellent at working with our employees. He will be in the City full time until we have completely implemented our program.

Gilbert Perez, Field Supervisor

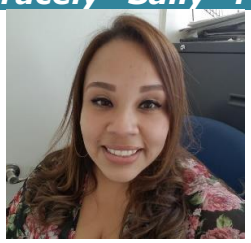


Gilbert Perez is a highly-skilled street sweeper operator who has been with CleanStreet since 2005. Mr. Perez is also proficient in the operation of other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience with many facets of maintenance, including streets and parking structures, and is experienced with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters, and pressure-washing crews in the field. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

Dispatch

Aracely Mejia can handle all of your calls with special requests or complaints. She is calm, courteous and capable of responding quickly and effectively to your calls. Her communication skills are a major asset to CleanStreet, and will be to your organization as well.

Aracely "Sally" Mejia, Dispatcher



Aracely offers a high degree of professionalism, solid business ethics, and extensive computer skills. She is reliable and has a positive attitude and works effectively and with a sense of urgency, and can quickly read, understand, and use street maps and complex mapping software.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

COMMUNICATION



CleanStreet will be available by telephone on a seven day, 24 hour basis for emergency call outs. CleanStreet provides cellular telephones for sweeper operators, administrative staff and supervisors for instant communication capability.

Our Dispatch department is the very nerve center of CleanStreet. We have two full-time dedicated dispatchers who make sure that operations run smoothly. When telephone calls are received, our dispatchers will obtain the necessary information from the caller and provide the appropriate response by either facilitating an emergency sweep, special sweep, regular sweep or the handling of a complaint. This means that they make sure that the right drivers and the right equipment are appropriately matched to the job and ensure timeliness, safety and accuracy are guaranteed

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#18.

SWEEPER OPERATORS



Joaquin Hernandez, Driver

Joaquin Hernandez has been a street sweeper operator for CleanStreet since 1992. Joaquin is adept at operating all types of sweepers and has swept many different municipal accounts including Manhattan Beach, San Marino, Monrovia and Orange County. Joaquin is one of CleanStreet's top veteran drivers and has been sweeping the streets of Compton and is acquainted with the routes and "hot spots" of the City. He is a tremendous asset to the Company.

Lorenzo Meneces, Driver

Lorenzo joined the CleanStreet team back in 2005. He has swept many of CleanStreet's different accounts throughout the years and now is sweeping the City of Compton. He is familiar with all the ins and outs of the routes and is committed to providing excellent service. He is very courteous to both the residents and City staff and takes great pride in keeping the City of Compton clean.

Ricardo Venegas, Driver

Ricardo has been with CleanStreet since 1999. He currently helps keep the City of S. Whittier cleans and spends part of his week sweeping the City of Compton's arterials and industrial area. He is familiar with all of the City of Compton routes and makes as many passes as necessary to make sure the City is left looking its best.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

City of Compton

Street Sweeping Service Provider

Proposal Form

Item	Description	Approx. Quantity	Frequency (Times swept/year)	Unit Cost	Total
1.	Sweep street as described in referenced City of Compton Sweeping Specifications	350 CLM	52	$_____/CLM	$_____
2.	Sweep City alleys	36 CLM	24	$_____/CLM	$_____
3.	Sweep City parking lots Including behind bumpers	10,000 Sq. Ft.	52	$_____/Sq. Ft.	$_____
4.	Park / Parking Lots	10,000 Sq. Ft.	24	$_____/Sq. Ft.	$_____
5.	Commercial Area on Alondra/Compton /Long Beach Blvds.	20.75 CLM	260	$_____/CLM	$_____
6.	Emergency Call Out(s)	50 Hours	N/A	$_____/Hr.	$_____
7.	Extraordinary weather sweeping	50 Hours	N/A	$_____/Hr.	$_____
8.	Special Event Sweeping (Weekends/Holidays)	50 Hours	N/A	$_____/Hr.	$_____
9.	Non-routine sweeping (Request for service during regular sweeping hours)	50 Hours	N/A	$_____/Hr.	$_____

TOTAL ANNUAL COST OF SERVICE $ _____

CLM = Curb Lineal Mile

The City reserved the right to increase the level of service (miles or hours providing sweeper service) at the unit prices shown above.

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ADDITIONAL INFORMATION



Quality Assurance
CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. We are confident that we can do an excellent job for the city. We would accomplish this by following these guidelines:

Skilled Operators
We will sweep your City utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment
We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

Standards of Quality
We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

Supervision
We will assign your City to a regular supervisor. The supervisor will visit the City on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the City at least once per week on monthly basis.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

ADDITIONAL INFORMATION



Complaints
We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

Communications
We have cellular phone contact with our operators at all times.

Emergencies
We will provide the City with a 24-hour hotline number to handle all emergencies.

Back Up Equipment
We will always have back-up equipment available to us at all times.

Toll Free line
We will provide a toll free number to your City to receive field staff reports, complaints, emergencies or requests for extra work.

Monthly Meeting and Report
At least one time per month and more often if necessary, there will be a meeting between representatives of CleanStreet and your City to assess performance and to seek ways to improve service. We will provide truly monthly reports

Custom GPS and Video Monitoring System (Optional)
CleanStreet is proud to serve the City of Compton.

Our sweeper operators take great pride in their work, even with the number of challenges they encounter on a daily basis.

One of their biggest challenges is parked cars that do not move on posted sweeping days because they do not get ticketed. This hinders the efforts of our drivers to provide a thorough sweep. Debris builds up around these parked cars. Dirt and dust accumulates.

(800) 225-7316 x108
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#18.

ADDITIONAL INFORMATION



The City's Parking Enforcement Officers are issuing tickets, but they are substantially understaffed, leaving many posted streets and alleys unenforced. The city also loses the additional revenue parking tickets generate.

CleanStreet can help with this long-standing problem.

CleanStreet has partnered with Digital Ally to develop a camera system for street sweepers that can assist with the City's parking enforcement program and more.

The system can capture the location and license plate numbers of parked cars. This information can be transmitted to a designated City official to review and make the determination if a parking ticket is to be issued.

If the people who are violating the parking restrictions are ticketed, they will start moving their cars.

An improved parking enforcement program will significantly improve the quality of the City's street sweeping program.

HOW IT WORKS

The system is a video event and driver behavioral monitoring system capable of capturing the following:

- Speed
- Accelerometer
- XYZ G-Forces
- GPS
- Wireless data transfer
- Up to 6 sensors to track use of gutter brooms, water system, etc.
- Up to 8 Cameras with independent triggers

The system designed for CleanStreet includes a 10X zoom camera mounted on the right fender. This camera is capable of capturing license plate numbers of parked vehicles along with a video shot of the street by a windshield-mounted camera.

In addition to the fender mounted camera there are three additional cameras being utilized: Cab-facing, windshield, and back-up camera for a total of four cameras per vehicle.

(800) 225-7316 x108
1937 W. 169th Street
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ADDITIONAL INFORMATION



The fender-mount zoom camera is activated by the driver, utilizing a momentary switch mounted on the console. Each video event is date and time stamped and transferred to the secondary memory to be moved wirelessly to either a server or secured cloud.

All video events are tagged by the triggering event to be categorized for review. The system also has the ability to electronically file and transfer data by the administrator.

The software is web-based. The system can be accessed from any computer through password protection. The system also has the ability to allow additional users with access rights up to the administrator's discretion.

The system has a two-memory storage capability. The first is a constant loop memory which stores up to five days of vehicle operation. This can be accessed manually and is useful in incident or driver complaint investigation. It is also a powerful resource for reviewing driver behavior and training. The second memory is for storing and transferring any triggers or events collected during the course of the workday.

Even if the City does not opt to utilize the system for issuing parking tickets, it can still be a valuable resource. The system will allow the City to track where the most parked cars are. Problem areas can be identified. Parking Enforcement Officers can be directed to these areas to issue tickets. Improved parking enforcement will have a dramatic impact on the City's street sweeping program and make for a cleaner Compton.

If the City is interested in utilizing this system, CleanStreet will purchase and install the equipment on the sweepers that serve the City at no additional charge.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND CLEANSTREET SWEEPING SERVICES

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **CLEANSTREET SWEEPING SERVICES** (hereinafter referred to as "**CONTRACTOR")** located at 1937 West 169th Street, Gardena, California 90247, pursuant to Resolution No. _____, adopted July ___, 2018.

AGREEMENT:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of Citywide street sweeping services, which shall include, but not be limited to: street sweeping services on designated arterial (major), collector, commercial, residential, (raised median curbs and 100% of all painted median surfaces), and industrial streets. Alleys, cul-de-sacs, street center lines and traffic signal island curbs, street cross and slotted gutter, and City owned parking lots (including cleaning behind parking bumpers) are included.

Except as otherwise agreed, **CONTRACTOR** agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY,** the work herein set forth. **CONTRACTOR** shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

CONTRACTOR shall utilize **Alternative-Fueled Vehicles**. All vehicles used to provide street sweeping services must not receive power by gasoline or diesel fuel and emit hydrocarbon, carbon monoxide, or nitrogen oxide.

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during twelve (12) month period for each year of this Agreement shall be limited to a not-to-exceed amount of **Six Hundred Fifty Two Thousand Seven Hundred Thirty Three Dollars and Fifty Two Cents ($652,733.52)**, with a not-to-exceed total amount of $1,958,200.56 for the 3-years of services.

The total sum paid the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to perform the required services according to schedule or other provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized and detailed invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the **CONTRACTOR** is billing. Invoices shall be delivered or mailed to the Director of the Public Works Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The **CONTRACTOR** is required to comply with all federal, state and local laws and ordinances applicable to the work.

In the event of termination, the **CONTRACTOR** shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon the **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

3. TERM OF AGREEMENT:

The term of this Agreement shall be for citywide street sweeping services for a period of thirty-six (36) months, beginning July 1, 2018 through June 30, 2021, unless terminated earlier as provided herein.

4. INDEPENDENT CONTRACTOR STATUS:

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION:

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

During the performance of this Agreement, the **CONTRACTOR** agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. **CONTRACTOR** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the **Contractor's** non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

7. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

This indemnification and hold harmless obligation does not extend to claims arising out of the sole negligence or willful misconduct of the **CITY**.

8. INSURANCE:

A. **CONTRACTOR**, by executing this Agreement, hereby certifies:

(1) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."

(2) ***CONTRACTOR*** *further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars ($1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

.a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the **CONTRACTOR**.

.b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.d Identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

9. PERMITS AND LICENSES:

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

10. WARRANTIES:

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. FEDERAL AND STATE WITHHOLDING TAXES:

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

12. COMPLIANCE WITH LAW:

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. WAIVERS:

A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the

same or any other term, covenant or condition contained herein, whether of the same or a different character.

14. TERMINATION:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

14. AMENDMENTS:

This Agreement may be modified or amended only be written document executed by both **CONTRACTOR** and **CITY's** City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

15. GOVERNING LAW AND SEVERABILTIY:

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

16. CONTRACTOR's BOOKS AND RECORDS:

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR's** address indicated for receipt of notices in this Agreement.

17. EXAMINATION AND AUDIT:

This Contract shall be subject to examination and audit of the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

18. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Street Sweeping Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Street Sweeping Services"** (dated June 7, 2018).

19. NOTICES:

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

CLEANSTREET SWEEPING SERVICES
1937 West 169th Street
Gardena, California 90247
(800) 225-7316 ext. 103
(310) 538-8015 – Fax.
Attn: Jere Costello, Chief Executive Officer

TO CITY: **CITY OF COMPTON**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director of Public Works
(310) 605-5505
(310) 605-6326 – Fax.

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

In the event of any change of address, the moving party is obligated to notify the other party of the change of address in writing. Each party may amend, supplement and update the notice list to add, delete or replace any listed individuals; however, the amendment must be in writing.

20. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, Jere Costello**, HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONTRACTOR** firm of **CleanStreet Sweeping Services**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **CONTRACTOR**, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and

- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Jere Costello, President **(Date)**

21. MISCELLANEOUS:

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONTRACTOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

CLEANSTREET SWEEPING SERVICES
CONTRACTOR

Dated: _____ **By_____**
Jere Costello, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Wendell E. Johnson, P.E., Director
Public Works Department

Approved by:

Dated: _____ **By_____**
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ **Dated: _____**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ **By_____**
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR (3) STREET SWEEPING SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR CLEANSTREET SWEEPING SERVICES FOR CITY-WIDE STREET SWEEPING SERVICES ($1,958,200.56)**

Wendell Johnson **7/19/2018 5:57:46 PM**
DEPARTMENT MANAGER'S SIGNATURE DATE

REVIEW / APPROVAL

Ruth Rugley **7/21/2018 1:43:09 AM**
CITY ATTORNEY DATE

Rafaela King **7/20/2018 1:13:43 PM**
CITY CONTROLLER DATE

Cecil Rhambo **7/19/2018 6:11:53 PM**
CITY MANAGER DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.