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

COMPTON CITY COUNCIL
AGENDA
12/17/2019
5:30 PM

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. Dave A. Ford - Southern California Edison

COMMENDATORY RESOLUTIONS/PRESENTATIONS

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

2. NOVEMBER 26, 2019

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

3. GAMING REVENUE REPORT - NOVEMBER 2019 (Receive and File)

CITY CLERK

TRAVEL REQUEST - 74TH ANNUAL INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS 2020 ANNUAL CONFERENCE (May 17-20, 2020) ST. LOUIS, MISSOURI (ACTION ITEM)

CITY TREASURER

TRAVEL REQUEST - 16TH ANNUAL GOVERNMENT INVESTMENT OFFICERS ASSOCIATION CONFERENCE - (March 18-20, 2020) - LAS VEGAS, NEVADA (ACTION ITEM)

TRAVEL REQUEST - 114TH ANNUAL GOVERNMENT FINANCE OFFICERS ASSOCIATION OF US AND CANADA PRE-CONFERENCE AND CONFERENCE (May 16-20, 2020) - NEW ORLEANS, LA (ACTION ITEM)

REGULAR AGENDA

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

4. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

CHARTER REVIEW APPOINTMENTS

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE A PUBLIC HEARING: PROPOSED ADOPTION OF ORDINANCE AMENDING SECTION 7-23 (a) (TOBACCO RETAILER PERMIT) OF THE COMPTON MUNICIPAL CODE TO PROHIBIT RETAIL SALE OF FLAVORED TOBACCO PRODUCTS. (January 7, 2020 at 5:40 p.m.)

6. ORAL REPORT - FIREFIGHTER RECRUITMENT UPDATE

CITY ATTORNEY'S REPORTS

7. ORAL REPORT - MARIJUANA DISPENSARY UPDATE

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCIND RESOLUTION NO. 25,005, RATIFY THE DEMOLITION SERVICES CONTRACT WITH AND ISSUE A PURCHASE ORDER TO FAST FORWARD CONCRETE CUTTING, INC. FOR THE DEMOLITION OF STRUCTURES AT 501 AND 515 EAST COMPTON BOULEVARD ($190,600)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GRANTS DIVISION'S FISCAL YEAR 2019-2020 BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH WILLDAN ENGINEERING TO ADMINISTER AND IMPLEMENT THE FIRST TIME HOMEBUYERS PROGRAM AND HOME REHABILITATION PROGRAM FOR FISCAL YEAR 2019-2020

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY MANAGER'S OFFICE 2019-2020 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $76,851 FOR THE 2019 JUSTICE ASSISTANCE GRANT (JAG) AND AMEND THE BUDGET FOR 2016 JAG GRANT BY AN INCREASE OF $34,993

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET AND AUTHORIZING THE REPAYMENT TO THE LOCAL HOUSING AUTHORITY'S ADMINISTRATIVE REVENUE ACCOUNT TO RESOLVE AN AUDIT FINDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF THE INSPECTOR GENERAL ($77,542.00)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WEST SITE ENGINEERING FOR ENGINEER DESIGN SERVICES FOR THE COMPTON-CARSON REGIONAL SAFE BICYCLING AND WAYFINDING PROJECT AND ESTABLISH A PURCHASE ORDER FOR WEST SITE IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND AND TWENTY DOLLARS ($77,020)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIX (6) MONTH AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAULING SERVICES ($625,500)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 12/24/2019 @ 5:30 PM

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

NOVEMBER 26, 2019

The Compton City Council meeting was called to order at 5:45 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: Chambers, McCoy, Sharif, Brown
Council Members Absent: Galvan

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, addressed the issue of the sale of all Successor Agency owned property and alleged that individuals interested in purchasing these properties have been told by the City that the properties are not for sale. He then commented that the Community Development Department offered a presentation regarding homeless shelters and further questioned when the issue would come back before Council. Mr. Ray concluded by urging the Council to contact the American Red Cross and devise a plan to assist the homeless community.

Benjamin Holifield, President/Founder Compton Business Chamber of Commerce, urged the City Council to provide shelter for the homeless and remove all the encampments, particularly near Long Beach Boulevard and the Christmas Parade route. Mr. Holifield also requested that the 'Welcome to Compton' signs along the 91 Freeway be replaced to increase business and further stated that the City needs positive activities for the youth of the community. Mr. Holifield concluded by suggesting that the Council contact the stakeholders of the community to get input and recommendations on solving the problems of Compton.

Mark Smith, Retired Compton Fire Captain, addressed the issue of the recent City Council approval of the amendment to the classification specification for the firefighter position. Mr. Smith indicated that the new language in the specifications will exclude many of the minority youth who wish to become firefighters for the City of Compton. He stated that for many years, the City has allowed non-residents to use our resources and take our infrastructure and return to their community, which marginalizes the youth of the community. Mr. Smith passionately urged the Council to repeal the amendment to the firefighter specifications.

James Moore, Retired Firefighter, urged the City Council to repeal the recently approved classification specifications for firefighter, asserting that the new amendments prohibit the youth of the Compton community from being able to apply for the positon of firefighter.

Johnathan Bowers, Compton resident-Compton Firefighter and former Administrator of James Shern Fire Academy, commented that there are several conflicts associated with the Fire Fighter specification amendment. Mr. Bowers asserted that in the past, people of color were denied the opportunity to join the fire department because of racial bias; however, changes were instituted and community residents were trained and allowed to diligently serve the community for decades. Mr. Bowers urged the Council to rescind the job qualifications announcement, to allow the youth of the community to be provided with an opportunity to serve the community as Compton Firefighters.

Carlton McMiller, Retired Firefighter Captain, urged the City Council to rescind the recently approved firefighter job specification. Mr. McMiller proclaimed that the City must afford the youth of the community the opportunity to become Fire Fighters in the City in which they live. Mr. McMiller further proclaimed that the City of Compton made history by appointing Fire Chief Monroe Smith as the first African-American Fire Chief west of the Mississippi. He further indicated that Mr. Ernie Mitchell, who was the highest-ranking firefighter in the Nation under President Barack Obama, was trained in the City of Compton.

Darcy Asrin, Retired Firefighter, commented that he would like to see the youth of the community afforded the opportunity to become firefighters. Mr. Asrin urged the City Council to maintain the rich history and legacy maintained by Fire Chief Monroe Smith, and provide opportunities for the youth of the community.

Tarik Ricard EL., Manager of Sam's Record Shop, commented that he has been working with and educating the youth of the community for many years regarding the rich legacy and story of our people. Mr. Ricard then informed the City Council that he was unjustly and illegally stopped, jailed and charged with 45 felonies two months ago by the Compton Sheriffs. Mr. Ricard offered that we are living in a corporation not a country, therefore, we must teach our youth how to stand and defend themselves.

Sheik Bey, Compton resident, reported a large pothole in front of his Temple. Mr. Bey requested that his vehicle be returned to him which was unlawfully seized, adding that he notified several agencies regarding his damages. Mr. Bey also indicated that he received a ticket because of the Moorish Flag he displays, and further noted that certain factions are infringing on his rights, trespassing on his property and committing numerous illegal acts of unlawful detainment and unlawful confiscation of private property.

David Irons, spoke regarding Resolution Number 20,986, denoting the Municipal Stadium as a historical landmark. Mr. Irons indicated that he would like to clean up the inside of the stadium and turn it into a baseball museum. Mr. Irons then suggested that the Council purchase pre-fab restrooms for the parks.

Maria Villareal, Latino Chamber of Commerce, thanked everyone involved with providing food for the community, and particularly thanked the Compton Grocery Outlet. She noted that it was a true blessing to be able to give back to the community. Ms. Villareal spoke about the trash and graffiti in the City and urged the Council to take action to make improvements and clean up the community.

Adolpho Varas, Executive Director of the Latino Chamber of Commerce, thanked the City Council for the annual turkey giveaway. Mr. Varas commented that he is excited to support small businesses, indicating that some business owners have been attempting to get business license for years. Mr. Varas urged the City Council to support local businesses because .67 cents of every dollar spent in the City, remains in the City of Compton, adding that small businesses are the heart of the community.

Marjorie Shipp, Compton resident, urged the City Council to permanently close the 21 illegal marijuana dispensaries around the city. Ms. Shipp also urged the City Council to act to protect the youth of the community against vaping products which are causing many illnesses and deaths. Ms. Shipp concluded by wishing the City Council and the entire community a Happy Thanksgiving!

City Attorney Brown indicated that the City will present an informational update regarding the efforts to permanently close all marijuana dispensaries in the City of Compton.

Martin Miller, Compton resident, commented that there needs to be more Sheriff Deputies patrolling along his neighborhood to deter the use of the illegal fireworks which are causing many of the pothole damage. Mr. Miller then offered his services to assist in promoting the City and opening entertainment centers in Compton.

Brooke McDuffy, Compton resident, informed the Council that she experienced a fall from the Council Chambers entrance stairs at a previous meeting and claimed that she has sustained injuries. Ms. McDuffy also reported that there have been numerous traffic collisions near Willow and Elm Street and requested that the City replace the STOP sign at the location, which has been missing since 2016. Ms. McDuffy addressed the issue of claims filed with the City and further indicated that she is having difficulty receiving information from the Risk Management Department.

Richard Earl, President of Concerned Citizens of Compton, Inc., expressed the organizations desire to see the City address the issue of the youth of the community and the increase in vaping illnesses and deaths. Mr. Earl also urged the City Council to take steps to provide shelter for the homeless individuals in the community. Mr. Earl concluded by speaking in support of the Compton Fire Fighters, who are committed to serving the community and maintaining that firefighters are recruited from the Compton community.

F. Hernandez, Compton resident, addressed the City Council with the aid of a translator, stating that he is addressing the Council in Spanish since week after week, the community members address the Council; however, their voices have not been addressed by the Council, who has been elected to serve the residents. Mr. Hernandez further stated that although he is aware that changes and improvements do not happen overnight, the City continues to be riddled with potholes and illegally dumped trash, years after electing the current administration. Mr. Hernandez indicated that the potholes are being improperly repaired, allowing the potholes to return a couple weeks later. Mr. Hernandez concluded by wishing the City Council and community a Happy Thanksgiving!

CONSENT AGENDA

APPROVAL OF MINUTES

1. NOVEMBER 12, 2019 ***(Approved)***

CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS

2. WARRANT REPORT FOR OCTOBER 2019 (***Received and filed)***

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

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

REGULAR AGENDA

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF CITY'S MEMBERSHIP DUES TO CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY ($30,000)

On motion by Sharif, seconded by McCoy, **Resolution Number 25,165** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF CITY'S MEMBERSHIP DUES TO CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY ($30,000)'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Chambers offered the following communications/announcements:

- Reported that the trees near 536 W. School Street need trimming.
- Requested that Southern California Edison conduct a presentation regarding the LED project for the City.
- Reported a continued rodent infestation at Gonzales Park and requested that the problem be eradicated.
- Thanked all the organizations and churches along with Curry Temple and Grocery Outlet for assisting the community by donating food and other goods and services to the residents for the Thanksgiving holiday.
- Wished everyone a Happy Thanksgiving!

Councilperson McCoy offered the following communications/announcements:

- Requested an update on the condition of City's cemeteries.
- Requested a workshop/meeting with the Compton Sheriff's Department regarding the service and treatment of Compton residents when stopped by patrol deputies.
- Reported graffiti along 156th Street and Tajauta.
- Adjourn in memory of **Daisie Kenney.**

Councilmember Sharif offered the following communications/announcements:

- Acknowledged all those who were instrumental in organizing and providing for the City's Thanksgiving Dinner celebration. Ms. Sharif offered a special 'thank you' to Percy Robert (Master P) Miller for his sponsorship.
- Thanked the City Manager, Staff and community for addressing the recent clean up around the City.
- Commented on the wonderful renaming of the Gil Smith Cycle Cell Clinic at Martin Luther King, Jr. hospital and commended and thanked Assemblyman Mike Gipson and Supervisor Mark Ridley-Thomas for their assistance.
- Thanked the City Attorney for his diligence in combatting the illegal marijuana dispensaries in the City, adding that we must eradicate all the dispensaries as quickly as possible.
- Wished everyone a Happy Thanksgiving!

(Councilmember Chambers exited the meeting at 7:08 p.m.)

Mayor Brown offered the following communications/announcements:

- Informed the community that the 2020 Census is currently recruiting for paid positions starting at $17 and up to $23 an hour and urged those interested in employment to contact: U.S. Census Recruitment Center at 2909 E. Pacific Commerce Drive, Compton.

- Invited the community to participate in the 66th Annual Compton Christmas Parade on December 14, 2019.

- Requested a shutdown of all marijuana dispensaries and a full fiscal accounting of the confiscated contraband.

- Wished everyone a Happy and Blessed Thanksgiving Holiday Celebration!

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned in memory of **Daisie Kenney** at 7:19 p.m. by the following vote on roll call:

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

_____ _____

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

December 5, 2019

TO: THE HONORABLE MAYOR & COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: **GAMING REVENUE - NOVEMBER 2019**

The license fee for Celebrity Casino Inc., (dba Crystal Park and Hotel) was agreed to reflect the following calculation of revenues:

Gross Gaming Revenues	**Fee**
$ Less than $300,000.00	5.7% per month
$300,000.01 to $400,000.00	6.7% per month
$400,000.01 to $1,200,000.00	7.7% per month
$1,200,000.01 to $3,000,000.00	10.0% per month
$3,000,000.01 to $7,000,000.00	12.0% per month
$7,000,000.01 and over	14.0% per month

The Celebrity Casino Inc. submitted the Gross Gaming Revenues Report for the month of November 2019, showing gross revenue of $1,744,521.50 recorded by the Casino in November 2019.

The City received a check for $174,452.15 based on the Casino's revenue for the month of November 2019. The check for $174,452.15 was recorded in account number 1001-000-000-3248.

The total revenue received to date by the City from July 1, 2019 to June 30, 2020 is $902,175.05.

Rafaela T. King
City Controller

City of Compton
Gaming Revenue
Fiscal Year 2019-2020

Month	Gross Revenue to Casino	Revenue Remitted to City	Projected Monthly Budget	% of Budget
July	$ 1,784,569.00	$ 178,456.90	$ 162,500.00	110%
August	$ 2,020,396.50	$ 202,039.65	$ 162,500.00	124%
September	$ 1,744,400.00	$ 174,440.00	$ 162,500.00	107%
October	$ 1,727,863.50	$ 172,786.35	$ 162,500.00	106%
November	$ 1,744,521.50	$ 174,452.15	$ 162,500.00	107%
December			$ 162,500.00	0%
January			$ 162,500.00	0%
February			$ 162,500.00	0%
March			$ 162,500.00	0%
April			$ 162,500.00	0%
May			$ 162,500.00	0%
June			$ 162,500.00	0%
	$ 9,021,750.50	**$ 902,175.05**	**$ 1,950,000.00**	**46.3%**

December 17, 2019

TO: **MAYOR AND CITY COUNCILMEMBERS**

FROM: **CITY CLERK**

SUBJECT: **TRAVEL REQUEST – 74th ANNUAL INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS – 2020 ANNUAL CONFERENCE (May 17-20, 2020) – St. Louis, Missouri (Action Item)**

The International Institute of Municipal Clerks (IIMC) is a professional, nonprofit association that promotes continuing education and certification through university and college-based institutes and provide networking-solutions services and benefits to its members.

Each year through its annual conference, IIMC continues its tradition of offering an abundance of educational and information programs as well as networking opportunities to help clerks manage their municipality in today's complex environment. This conference is offered annually.

The estimated cost of the conference is as follows:

Registration	$660.00
Hotel	$165.00 per night (plus taxes & fees)
Air Fare (approximate)	$900.00 (round trip)

Funds are available in the 2019-2020 Fiscal Year Budget in account number 1001-470-000-4270, conventions and meetings.

It is recommended that the requested be approved.

ALITA L. GODWIN, MMC
CITY CLERK

December 17, 2019

TO: **MAYOR AND CITY COUNCILMEMBERS**

FROM: **CITY TREASURER**

SUBJECT: **TRAVEL REQUEST – 16th GOVERNMENT INVESTMENT OFFICERS ASSOCIATION CONFERENCE – (MARCH 18-20, 2020) – Las Vegas, Nevada (Action Item)**

The estimated cost of the conference is as follows:

Registration	$150.00
Hotel	$139.00 per night (plus taxes & fees)
Air Fare (approximate)	$600.00 (round trip)

Funds are available in the 2019-2020 Fiscal Year Budget in account number 1001-440-000-4270, conventions and meetings.

It is recommended that the requested be approved.

DOUGLAS SANDERS,
CITY TREASURER

DECEMBER 17, 2019

TO: **MAYOR AND CITY COUNCILMEMBERS**

FROM: **CITY TREASURER**

SUBJECT: **TRAVEL REQUEST – 114TH ANNUAL GOVERNMENT FINANCE OFFICERS ASSOCIATION OF US AND CANADA PRE-CONFERENCE AND CONFERENCE (MAY 16-20, 2020) – New Orleans, LA (Action Item)**

The estimated cost of the conference is as follows:

Registration	$465.00
Hotel	$260.00 per night (plus taxes & fees)
Air Fare (approximate)	$900.00 (round trip)

Funds are available in the 2019-2020 Fiscal Year Budget in account number 1001-440-000-4270, conventions and meetings.

It is recommended that the requested be approved.

DOUGLAS SANDERS
CITY TREASURER

December 17, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: A REQUEST TO SCHEDULE A PUBLIC HEARING: PROPOSED ADOPTION OF ORDINANCE AMENDING SECTION 7-23 (a) (TOBACCO RETAILER PERMIT) OF THE COMPTON MUNICIPAL CODE TO PROHIBIT RETAIL SALE OF FLAVORED TOBACCO PRODUCTS [Tuesday, January 7, 2020 @ 5:40 p.m.]

The City Council will consider a request to schedule a public hearing on **Tuesday, January 7, 2020 at 5:40 p.m.,** to consider a proposed ordinance that will amend Section 7-23A of the Compton Municipal Code so as to prohibit the retail sale of flavored tobacco products in the City of Compton.

On July 10, 2007, the City of Compton adopted Ordinance No. 2,159 (codified as Section 7-23A in the Compton Municipal Code) regulating the sale of tobacco within the City. As the result of this Ordinance, the City requires businesses to obtain a Tobacco Retailer's Permit (in addition to a business license) for the sale of tobacco products and paraphernalia in the City. At the time of adoption, the City expressed their commitment to discourage the illegal purchase of tobacco products among minors. The Tobacco Retailer Permit Program allows the City to establish its own stricter local tobacco regulation and helps fund administration and enforcement costs through an annual permit fee.

Although progress has been made to reduce youth access to cigarettes, electronic cigarettes (also known as "e-cigs," "e-hookahs," "mods," and "vape pens") entered the marketplace around 2007, and since 2014, have been the most frequently used tobacco product amongst youth in the United States. The U.S. Surgeon General declared youth vaping (use of an electronic cigarette) an epidemic in 2018.

The proposed ordinance will amend various subsections of Chapter VII, Section 7-23A of the Code, which will specifically preclude access to flavored tobacco products that have contributed to the recent rise in vaping amongst youth.

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

December 17, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

SUMMARY

Adoption of this resolution will authorize amendments to the Fiscal Year 2019-2020 Adopted Budget which was approved by the City Council on June 25, 2019.

The City Manager is recommending downgrading a vacant Office Assistant III position to Office Assistant I to create salary savings that offset the Fire Department overtime account. These transactions are “cost neutral” (i.e., they do not increase or decrease net budget appropriations).

BACKGROUND

The annual budget is a planning document used to fund policies and programs as directed by Council, and is based on assumptions and projections.

STATEMENT OF THE ISSUE

The proposed budget amendments are cost neutral and do not affect the total revenue and expenditure balances projected for the Fiscal Year 2019-2020 Budget.

The proposed changes focus on transferring funds from downgrading a vacant Office Assistant III position to an Office Assistant I position in order to create additional funding for overtime in the Fire Department. The following are the proposed changes:

Add Position:

- One (1) 1.0 FTE Office Assistant I – Fire Department

Delete Position:

- One (1) 1.0 FTE Office Assistant III – Fire Department

Increase Budget Accounts:

• 1001-690-000-4171	Overtime	$ 5,407.00
	Total	**$ 5,407.00**

Decrease Budget Accounts:

• 1001-690-000-4101	Permanent Salaries	$ 4,585.00
• 1001-690-000-4190	Workers Compensation	$ 710.00
• 1001-690-000-4198	State Disability Insurance	$ 46.00
• 1001-690-000-4199	Medicare	$ 66.00
	Total	**$ 5,407.00**

All budget amendment changes take effect on the adoption date of this resolution.

FISCAL IMPACT

As outlined in this staff report, the City of Compton has a balanced budget and the recommendations are cost neutral and does not have a negative impact on the City's balanced budget.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to make the amendments to the FY 2019-2020 Budget.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

WHEREAS, pursuant to Resolution No. 25,058, the Council of the City of Compton adopted the Fiscal Year 2019-2020 budget on June 25, 2019; and

WHEREAS, the City Manager is recommending downgrading a vacant Office Assistant III position to Office Assistant I to create salary savings that offset the Fire Department overtime account. The following are the proposed changes:

Add Positions:

- One (1) 1.0 FTE Office Assistant I – Fire Department

Delete Positions:

- One (1) 1.0 FTE Office Assistant III – Fire Department

Increase Budget Accounts:

• 1001-690-000-4171	Overtime	$ 5,407.00
	Total	**$ 5,407.00**

Decrease Budget Accounts:

• 1001-690-000-4101	Permanent Salaries	$ 4,585.00
• 1001-690-000-4190	Workers Compensation	$ 710.00
• 1001-690-000-4198	State Disability Insurance	$ 46.00
• 1001-690-000-4199	Medicare	$ 66.00
	Total	**$ 5,407.00**

WHEREAS, the proposed budget amendments are “cost neutral” (i.e., they do not increase or decrease net budget appropriations) and do not affect the total revenue and expenditure balances projected for the Fiscal Year 2019-2020 Budget. The proposed changes focus on transferring funds from downgrading a vacant Office Assistant III to an Office Assistant I in the Fire Department in order to create additional funding for overtime; and

WHEREAS, all changes are to take effect on the adoption date of this resolution.

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

SECTION 1. That the City Manager is hereby authorized to make the following budget amendments to the Fiscal Year 2019-2020 adopted budget:

Add Positions:

- One (1) 1.0 FTE Office Assistant I – Fire Department

Delete Positions:

- One (1) 1.0 FTE Office Assistant III – Fire Department

Increase Budget Accounts:

• 1001-690-000-4171	Overtime	$ 5,407.00
	Total	**$ 5,407.00**

Decrease Budget Accounts:

• 1001-690-000-4101	Permanent Salaries	$ 4,585.00
• 1001-690-000-4190	Workers Compensation	$ 710.00
• 1001-690-000-4198	State Disability Insurance	$ 46.00
• 1001-690-000-4199	Medicare	$ 66.00
	Total	**$ 5,407.00**

SECTION 2. That all changes are to take effect on the adoption date of this resolution.

SECTION 3. That a certified copy of this Resolution shall be filed in the Fire Department, Offices of the City Clerk, City Attorney, City Manager 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 _____, 2019.

_____
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 _____, 2019.

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

December 17, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCIND RESOLUTION NO. 25,005, RATIFY THE DEMOLITION SERVICES CONTRACT WITH AND ISSUE A PURCHASE ORDER TO FAST FORWARD CONCRETE CUTTING, INC. FOR THE DEMOLITION OF STRUCTURES AT 501 AND 515 EAST COMPTON BOULEVARD ($190,600)**

SUMMARY

Adoption of this resolution will amend the 2019-2020 Fiscal Year budget to transfer One Hundred Ninety Thousand Six Hundred Dollars ($190,600) between accounts, rescind Resolution No. 25,005, ratify the demolition services contract entered into with Fast Forward Concrete Cutting, Inc. and authorize the issuance of a purchase order in the amount of $190,600.00 services rendered in demolishing the structures located at 501 and 515 East Compton Boulevard.

BACKGROUND

The City of Compton owns the property located at 515 East Compton Boulevard and the Successor Agency owns the property located at 501 East Compton Boulevard. The buildings were no longer being used and fell victim to graffiti and homeless squatters. The buildings were in poor condition and uninhabitable due to multiple fires.

Efforts to board up and protect the buildings yielded little success. City security and Sheriff deputies were called to evacuate squatters on multiple occasions. The buildings were inspected by the Compton Fire Department and determined the structure(s) uninhabitable. Staff believed that the only viable option left was to demolish the buildings.

Staff solicited bids for the demolition of both structures from three (3) contractors specializing in the demolition of buildings. The proposals were as follows:

CONTRACTOR	BID AMOUNT
Fast Forward Concrete Cutting Inc.	**$190,600.00**
Progressive Land Clearing	$335,785.00
National Demolition Contractors	$306,675.00

Staff reviewed the bids and determined that Fast Forward Concrete Cutting, Inc. was the lowest responsible bidder in the amount of $190,600.00. Staff also recommended that a 10% contingency ($19,060.00) be added to the bid in order to offset any unforeseen circumstances that might arise.

STATEMENT OF ISSUE

On April 23, 2019, the City Council adopted Resolution No. 25,005, which authorized the City Manager to enter into an agreement with Fast Forward Concrete Cutting, Inc. for the demolition of the structures located at 501 and 505 East Compton Boulevard. The agreement was executed and work commenced, however the purchase order was not issued to encumber the funds last fiscal year. Hazardous asbestos was found in some areas of the structures which required remediation before the structures could be demolished. The remediation required bringing in environmental consultants to coordinate the remediation with the South Coast Air Quality Management District to ensure the City met the State of California's remediation requirements. Once the remediation was completed, Fast Forward was able to complete the project in September 2019 of the current fiscal year.

During this time there was a change in staffing in the General Services Department and the requisition to encumber the funds for the project was inadvertently overlooked during the transition. As such, Resolution No. 25,005 needs to be rescinded and a new resolution is necessity in order to issue a purchase order to pay Fast Forward for completion of the contracted work.

ALTERNATIVE

There are no alternatives being recommended. The contractor entered into the contract with the City and completed the services contracted for based upon the good faith belief that proper authorization was obtained and funding allocated.

FISCAL IMPACT

In order to issue the purchase order, a budget modification will be required. Staff request authorization to allocate $190,600.00 from the Housing Successor's Low Cost Housing Capital Outlay (1205-910-000-4391) budget to the Housing Successor's Low Cost Housing Other Contract Services (1205-910-000-4269) budget.

Account:	**Description:**	**Amount:**
1205-910-000-4391	Capital Outlay – Other	$190,600.00
1205-910-000-4269	Other Contractual Services	$190,600.00

Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to issue a purchase order in the amount not to exceed $190,600.00 to meet its financial obligation for this project.

After the transfer, funds for this expenditure will be available in the 2019-2020 Fiscal Year Budget in Account No. 1205-910-000-4269.

RECOMMENDATION

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

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCIND RESOLUTION NO. 25,005, RATIFY THE DEMOLITION SERVICES CONTRACT WITH AND ISSUE A PURCHASE ORDER TO FAST FORWARD CONCRETE CUTTING, INC. FOR THE DEMOLITION OF STRUCTURES AT 501 AND 515 EAST COMPTON BOULEVARD ($190,600)

WHEREAS, the City of Compton owns the property located at 515 East Compton Boulevard and the Successor Agency owns the property located at 501 East Compton Boulevard; and

WHEREAS, the buildings were no longer being used and fell victim to graffiti and homeless squatters. The buildings were in poor condition and uninhabitable due to multiple fires; and

WHEREAS, efforts to board up and protect the buildings yielded little success, resulting in City security and Sheriff deputies being called to evacuate squatters on multiple occasions; and

WHEREAS, the buildings were inspected by the Compton Fire Department and determined the structure(s) uninhabitable leading to believe by staff that the only viable option left was to demolish the buildings; and

WHEREAS, staff solicited bids for the demolition of both structures from three (3) contractors specializing in the demolition of buildings. The proposals were as follows:

CONTRACTOR	**BID AMOUNT**
Fast Forward Concrete Cutting Inc.	**$190,600.00**
Progressive Land Clearing	$335,785.00
National Demolition Contractors	$306,675.00

WHEREAS, staff reviewed the bids and determined that Fast Forward Concrete Cutting, Inc. was the lowest responsible bidder in the amount of $190,600.00. Staff also recommended that a 10% contingency ($19,060.00) be added to the bid in order to offset any unforeseen circumstances that might arise; and

WHEREAS, on April 23, 2019, the City Council adopted Resolution No. 25,005, which authorized the City Manager to enter into an agreement with Fast Forward Concrete Cutting, Inc. for the demolition of the structures located at 501 and 505 East Compton Boulevard; and

WHEREAS, the agreement was executed and work commenced, however through inadvertence and staffing transitions, the purchase order was not issued to encumber the funds last fiscal year; and

WHEREAS, Fast Forward Concrete Cutting, Inc. completed the work in September 2019, as such, Resolution No. 25,005 needs to be rescinded and a new resolution is necessity in order to issue a purchase order to pay Fast Forward for completion of the contracted work; and

WHEREAS, the 2019-2020 Fiscal Year budget needs to be amended to transfer $190,600.00 between accounts.

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

Section 1. That Resolution No. 25,005, adopted by City Council on April 23, 2019 is hereby rescinded.

Section 2. That the bid for Fast Forward Concrete Cutting, Inc. in the amount of One Hundred Ninety Thousand Six Hundred Dollars ($190,600.00) for the demolition of a City owned building located at 515 E. Compton Blvd. (including the cost of the Successor Agency building structure at 501 E. Compton Blvd.) is hereby accepted and all other bids are rejected.

Section 3. That the City Manager, on the advice of the City Attorney, is hereby authorized to enter into a contract with Fast Forward Concrete Cutting, Inc.

Section 4. That the 2019-2020 Fiscal Year budget is hereby amended to transfer funds between accounts in order to fund the completed project as follows:

	Account	**Description**	**Amount**
From:			
	1205-910-000-4391	Capital Outlay – Other	$190,600
To:			
	1205-910-000-4269	Other Contract Services	$190,600

Section 5. That after funds are transferred, funds for the completed project will be available in the 2019-2020 Fiscal Year budget in Account No. 1205-910-000-4269.

Section 6. That a purchase order in the amount of $190,600.00 is authorized to be issued to Fast Forward Concrete Cutting, Inc.

Section 7. That a 10% contingency amount of $19,060.00 is authorized.

Section 8. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and General Services Department.

Section 9. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2019.

_____
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 _____, 2019.

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

December 17, 2019

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GRANTS DIVISION**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GRANTS DIVISION'S FISCAL YEAR 2019-2020 BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH WILLDAN ENGINEERING TO ADMINISTER AND IMPLEMENT THE FIRST TIME HOMEBUYERS PROGRAM AND HOME REHABILITATION PROGRAM FOR FISCAL YEAR 2019-2020**

SUMMARY

Staff is requesting the City Council's authorization and approval for the City Manager to enter into an agreement with Willdan Engineering (Willdan) to assist in the administration of the City's First Time Homebuyers Program (FTHB) and Home Rehabilitation Program for FY 2019-2020.

The City Council approved $1,832,209 of HOME Investment Partnerships Program (HOME) funds for the implementation of both programs. The FTHB has an allocation of $1,432,209 and the HOME Rehab program has an allocation of $400,000. These programs are designed to promote affordable housing opportunities while increasing, preserving, and improving decent housing.

BACKGROUND

The City of Compton's population has increased over the years resulting in a greater demand and need for housing. Given the increase in population, it is critical that the City develop programs, services and policies that assist residents' basic needs, promote economic development, and improve overall quality of life. There are several impediments and obstacles for Compton residents to gain access to quality housing whether through homeownership or rental housing. One of the main issues pertaining to access to homeownership is affordability. The median income in Compton is significantly lower than Los Angeles County levels, which creates a barrier and impediment for Compton residents to qualify for the purchase of a home.

A secondary issue related to access to quality housing is that many Compton homeowners are on fixed incomes or have limited discretionary financial resources that are required in order to rehabilitate their homes to make them compliant with the City's Building Codes and State of California Health and Safety standards. Given these various factors, the City has utilized the FTHB and HOME Rehab programs as instruments to facilitate and assist residents with overcoming these impediments to quality affordable housing in Compton.

The HOME program funds are eligible for applicants who meet the HUD low-income limits, which are listed below and found on HUD website at: (https://www.hudexchange.info/programs/home/home-income-limits/).

Table A

HOUSEHOLD SIZE	MEDIAN-INCOME (80% of AREA MEDIAN)
1	$58,450
2	$66,800
3	$75,150
4	$83,500
5	$90,200
6	$96,900
7	$103,550
8	$110,250

On May 7, 2019, Resolution No. 25,009 was adopted by the City Council which adopted and authorized the HUD FY 2019-2020 Annual Action Plan and the use of HOME funds. This included $538,817 of HUD FY 2019 allocation, program income of $275,000, and HOME program Fund Balance (which was carried over from previous FY) of $1,153,096. The total breakdown of HOME funding for FY 19-20 is depicted in the table below:

HOME Program Funding FY 19-20	
HOME HUD Allocation FY 19	538,817
HOME Program Income	275,000
HOME Program Fund Balance	1,153,096
TOTAL	**1,966,913**

These HOME funds will be utilized as follows. The Grants Division will provide 2nd Trust Deed mortgage to eligible homebuyers. Applicants of the First Time Homebuyer Program may receive a maximum subsidy of up to $100,000 towards down payment.

Applicants of the HOME Rehab program may receive up to $80,000 in assistance to help residents comply with the City's Building and Safety codes. All participants under both programs must meet the HUD Income Guidelines as listed in Table A.

STATEMENT OF THE ISSUE

The Grants Division conducted a Request for Proposal process to select an organization to assist with administering HOME programs. Willdan was selected from two organizations who responded to the Request for Proposal process. Willdan proposed $98,500 while the second organization (Neighborhood Housing Services of Los Angeles County) proposed $80,000. Although the second organization presented a lower bid, it did not provide details regarding how it would operate the Rehabilitation Program. Thus,

Staff determined that the proposal from Willdan was the lowest most responsible proposal.

The Grants Division will administer the First Time Homebuyers and HOME Rehabilitation Programs in partnership with Willdan. The FTHB program will provide down payment assistance to low-income persons in the form of a silent second up to a maximum of $100,000 to facilitate the purchase of a home in Compton. Based on the current amount of funds available, staff estimates that approximately up to ten (10) applicants under the FTHB program and approximately up to eight (8) applicants under the HOME Rehab Program during the FY 2019-20.

In accordance with HUD guidelines, since the City subsidy amount for both programs is over $40,000, the affordability period is 15 years for a homeowner to reside in the property.

ACTIVITY	HOME AMOUNT PER UNIT	MINIMUM AFFORDABILITY PERIOD
Rehabilitation / FTHB	Under $15,000	5 years
	$15,000- $40,000	10 years
	Over $40,000	15

The City of Compton Grants Division will oversee Willdan who will assist with administering these programs through the use of US Department of Housing and Urban Development (HUD) HOME funded loans. Willdan will assist the Grants Division staff with technical assistance in the review, preparation and approval of applications for both programs. Additionally, Willdan will be assisting the City in developing policies and procedures and practices that are compliant with the HUD regulations; thus allowing the City to comply and meet our Corrective Action Plan audit finding recommendations.

Staff is requesting to amend the Grants Division's Fiscal Year budget, for the purpose of funding for Willdan, by transferring funds between accounts as follows:

Decrease Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2805-540-000-4291	Loan Programs	$18,500
2805-540-RHB-4291	Loan Programs	$80,000

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2805-540-000-4262	Other Professional Services	$98,500

In order to amend the Grants Division's budget to issue a purchase order to Willdan Engineering in the amount of Ninety-Eight Thousand Five Hundred Dollars and to enter into agreement with Willdan, City Council's authorization is required.

ALTERNATIVE

The City may so choose not to partner with an outside agency and manage the program internally.

FINANCIAL IMPACT

During the Fiscal Year 2019-2020, the City Council approved the Grants' budget with funds available in the HOME fund. The programs will be funded from the City's annual allocation of HOME Investment Partnership Program funds from HUD and Program Income from prior years. Expenditures for the First Time Homebuyer Program and HOME Rehabilitation Program are available as follows:

ACCOUNT NO.	DESCRIPTION	AMOUNT	
2805-540-000-4291	Loan Programs	$1,000,000	First Time Home Buyer
2805-540-RHB-4291	Loan Programs	$320,000	Home Rehabilitation

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

AUBREY RELF
GRANTS MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GRANTS DIVISION'S FISCAL YEAR 2019-2020 BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH WILLDAN ENGINEERING TO ADMINISTER AND IMPLEMENT THE FIRST TIME HOMEBUYERS PROGRAM AND HOME REHABILITATION PROGRAM FOR FISCAL YEAR 2019-2020

WHEREAS, each year the City of Compton receives approximately $2 million in funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), and Home Investment Partnership (HOME); and

WHEREAS, the City of Compton is responsible for ensuring that HOME funds are used in accordance with all program requirements; and

WHEREAS, federal regulations allow participating jurisdictions to enter into a written agreement with sub-recipients ensuring compliance with all applicable federal regulations; and

WHEREAS, the City, acting through its Grant Division, seeks to utilize the services of outside experts to assist in the planning, implementation, and evaluation of HOME programs; and

WHEREAS, the Grants Division conducted a Request for Proposal process to select an organization to assist with administering HOME programs. Willdan was selected from two organizations who responded to the Request for Proposal process. Willdan proposed $98,500 while the second organization (Neighborhood Housing Services of Los Angeles County) proposed $80,000. Although the second organization presented a lower bid, it did not provide details regarding how it would operate the Rehabilitation Program; and

WHEREAS, staff, after careful consideration, determined that the proposal from Willdan was the lowest most responsible proposal and that Willdan is a qualified company that can provide the City with the required support services necessary to meet HUD's statutory and regulatory requirements and other HUD related issues; and

WHEREAS, the Grants Division will administer the First Time Homebuyers and HOME Rehabilitation Programs in partnership with Willdan. The City of Compton Grants Division will oversee Willdan who will assist with administering these programs through the use of US Department of Housing and Urban Development (HUD) HOME funded loans. Willdan will assist the Grants Division staff with technical assistance in the review, preparation and approval of applications for both programs. Additionally, Willdan will be assisting the City in developing policies and procedures and practices that are compliant with the HUD regulations; thus allowing the City to comply and meet our Corrective Action Plan audit finding recommendations; and

WHEREAS, staff is requesting to amend the Grants Division's Fiscal Year budget, for the purpose of funding for Willdan, by transferring funds between accounts as follows:

Decrease Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2805-540-000-4291	Loan Programs	$18,500
2805-540-RHB-4291	Loan Programs	$80,000

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2805-540-000-4262	Other Professional Services	$98,500

WHEREAS, during the Fiscal Year 2019-2020, the City Council approved the Grants' budget with funds available in the HOME fund. The programs will be funded from the City's annual allocation of HOME Investment Partnership Program funds from HUD and Program Income from prior years. Expenditures for the First Time Homebuyer Program and HOME Rehabilitation Program are available as follows:

ACCOUNT NO.	DESCRIPTION	AMOUNT	
2805-540-000-4291	Loan Programs	$1,000,000	First Time Home Buyer
2805-540-RHB-4291	Loan Programs	$320,000	Home Rehabilitation

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

SECTION 1: That the Grants Division's Fiscal Year 2019-2020 budget shall be amended to transfer funds between accounts as follows:

Decrease Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2805-540-000-4291	Loan Programs	$18,500
2805-540-RHB-4291	Loan Programs	$80,000

Increase Expenditures in the following Accounts:

ACCOUNT NO.	DESCRIPTION	AMOUNT
2805-540-000-4262	Other Professional Services	$98,500

SECTION 2. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into a professional services agreement with Willdan Engineering to provide HUD Program consulting services for a period of (12) months.

SECTION 3. That a purchase order is authorized to be issued to Willdan Engineering in the amount of Ninety Eighty Thousand Five Hundred Dollars ($98,500.00).

SECTION 4. That funds are available in the Grants Division's 2019-2020 Fiscal Year budget of the Grants Division as follows:

ACCOUNT NO.	DESCRIPTION	AMOUNT	
2805-540-000-4291	Loan Programs	$1,000,000	First Time Home Buyer
2805-540-RHB-4291	Loan Programs	$320,000	Home Rehabilitation

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Grants Division.

SECTION 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2019.

_____
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, 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 _____, 2019.

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
OFFICE OF THE CITY CLERK

ALITA GODWIN, MMC
City Clerk

(310) 605-5530
Fax (310) 639-4685
e-mail: agodwin@comptoncity.org

RFP OPENING CHECK LIST

DATE : September 5, 2019

PROJECT: Housing Rehab Program Admin

PROJECT MANAGER/CONTACT PERSON: Aubrey Relf

COMPANY	RFP BOND INCLUDED	RFP PRICE	
Willdan			09/05/19 9:46am
Neighborhood Housing Svcs			09/05/19 11:59am

WILLDAN

September 5, 2019

City of Compton
Office of the City Clerk
Grants Division – Housing Rehabilitation Program Administration
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: **Program Implementation Services**
First Time Homebuyer and Housing Rehabilitation Program Administration

The City of Compton is seeking the services of a professional consultant to assist with the implementation of the First Time Homebuyer Program (FTHB) and the Housing Rehabilitation Program (HRP) Administration.

Willdan Engineering (Willdan) provides assistance with overall management of grants, including federally-funded programs. Our proposed project team members understand the grant cycle – from the proposal stage through the grant/contract close-out process. Willdan has administered all aspects of FTHB, CDBG- and HOME- funded programs for municipalities. We have oriented our services to support an agency's grant compliance, budget targets, and performance priorities consistent with HUD, OMB circulars, and state and local requirements.

We are highly capable of undertaking any conceivable FTHB- and HRP-related assignment the City may encounter. Our team's past assignments include a wide range of tasks, including preparing and reviewing environmental assessments; implementing HUD-funded housing projects; labor compliance; financial and performance reporting; reviewing, selecting, and monitoring subrecipients and contractors; and more.

Mr. Salvador Lopez Jr., Director of Planning, is authorized to negotiate on behalf of Willdan Engineering and bind the firm to the agreement. Hourly rates provided in the proposal will be valid for a period of at least 90 days from the date of this submittal. Willdan's office located at 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746 is Willdan's closest office to the City of Compton. The City's contract will be managed through that office location.

We look forward to partnering with the City of Compton and assisting them with their FTHB and HRP programs. If there are any questions regarding our qualifications or this submittal, please contact Ms. Jennifer Maria, our proposed Project Manager, by phone at (714) 940-6300 extension 6273 or by email at jmaria@willdan.com

Respectfully submitted,
WILLDAN ENGINEERING

Salvador Lopez, Jr.
Director of Planning

Jennifer Maria
CDBG/Housing Administration Manager

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Personnel

Willdan's team will be led by Ms. Jennifer Maria, CDBG/Housing Administration Manager. She will serve as Project Manager and as the City's main point of contact. Ms. Maria will be responsible for day-to-day management of services provided for implementation, administration, and reporting of CDBG/HOME entitlement grant and stimulus funding received from HUD.

Our proposed on-the-ground team member for the City, Ms. Jennifer Maria, possesses working knowledge of HUD/CDBG Program processes, procedures, and financial requirements. She communicates effectively, has outstanding oral and written skills, and works well under tight deadlines – facilitating timely and effective responses to City staff requests. Our staff exhibit a very personable, professional style in working with City staff. Our proposed team provides adequate staff coverage to meet normal daily and fluctuating program demands.

Project Manager

Ms. Jennifer Maria will act as Project Manager; she will also serve as primary contact for the City. She is a Willdan Engineering CDBG Housing Administrator with 15 years of experience. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs.

Key Personnel

Mr. Robert Quaid, CPA will serve as the **CDBG Coordinator**. He will apply his extensive financial management and grant experience necessary for the implementation and coordination of tasks outlined in the scope of services. In this role, he will oversee the work assignments of the supporting analysts, attend meetings with the City staff as necessary, and be responsible for work deliverables.

Ms. Sandra Medrano will act as **Housing Rehabilitation Coordinator**. Ms. Medrano has over 18 years of experience in administering housing rehabilitation programs in various jurisdictions in the Southern California area. She has assisted the City of Temple City with its program since 2011 and has participated in the rehabilitation of numerous homes since the beginning of her assignment in that jurisdiction.

Ms. Natalia Lopez will act as **CDBG Analyst**. Ms. Lopez has provided on-call grant administration services to local agencies related to the Community Development Block Grant, Home Investment Partnership Act (HOME) and Emergency Solutions Grant (ESG) programs. Services provided include assistance in the design and development of the process required to solicit and select sub recipients and developers for project inclusion in the Annual Action Plan; review of applications received; conduct community meetings; monitor funding limitations; and recommend funding awards to staff and City Council for approval.

Ms. Helen Jones will act as **Grant Management and Housing Support**. Ms. Jones has provided technical and compliance reviews of CDBG, HOME and ESG subrecipient invoices presented to the City. Ms. Jones also conducted onsite monitoring of CDBG, HOME and ESG subrecipients providing technical support in the review of contracts, Davis-Bacon prevailing wage compliance, Section 3 compliance and other HUD regulations affecting the program activity.

Ms. Richelle Tague will act as **Grant Management and Housing Support**. Ms. Tague has provided review and evaluation of subrecipient CDBG, HOME and ESG grant applications, invoice review, procedures development, preparation of cash drawdowns and budget progress reports for funded projects

Ms. Jane E. Freij will serve as **Labor Compliance Manager**. Ms. Freij is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive

and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for various federally-funded projects under FHWA, FTA, HUD, and EPA. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Staff Availability

Willdan's proposed team is available to the City on a weekly basis. Our staff is available to be on-site approximately 6-8 hours per week to ensure timely implementation of CDBG- and HOME-funded programs. Staff is also available to provide emergency remote work, should unforeseen circumstances needs arise requiring immediate attention. It is our goal is to offer our clients flexibility to effectively meet their on-going needs.

Staff Member	Project Role	Contract Availability
Salvador Lopez, Jr.	Principal-in-Charge	10%
Jennifer Maria	CDBG/Housing Administration Manager (Project Manager)	100%
Robert Quaid	CDBG Coordinator	15%
Sandra Medrano	Housing Rehabilitation Coordinator	15%
Natalia Lopez	Housing and Grant Analyst	15%
Helen Jones	Housing and Grant Administration Support	15%
Richelle Tague	Housing and Grant Administration Support	15%
Jane E. Freij	Labor Compliance Manager	10%

Resumes

The following pages contain Willdan's team resumes.

City of Compton

Jennifer Maria

CCDBG/Housing Administration Manager (Project Manager)

Profile Summary

Education:
- *BS, Business Administration, Mount Saint Mary's University, Los Angeles, California (2015-Present)*
- *Undeclared, University of California, Los Angeles*
- *Certificate of Completion, Grant Writing & Administration, California State University, Dominguez Hills, Carson, California*

Experience: *15 Years*

Ms. Jennifer Maria is a Willdan Engineering CDBG Administrator with 15 years of experience. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement, Economic Development, Public Facilities and Public Service Programs.

Relevant Project Experience

Grant Administration Services, City of Moreno Valley, California. Special Projects Support. Ms. Maria currently assists in the provision of on-call grant administration services to the City for their CDBG, HOME, NSP and ESG programs. She primarily assists with the implementation of the NSP1, NSP3 and HOME funded affordable housing projects, while providing as-needed technical advisement for inquiries related to CDBG program implementation/administration.

City of Cudahy, California. CDBG Coordinator/Human Resources Manager. Maintained the duties associated with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs under the general direction of the Community Development Director. Monitored rules and administered, regulations, procedures, forms, applications, records, request for proposals, and reports in accordance with applicable federal, state and local laws, rules and regulations, as they applied to each individual CDBG Program. Developed, implemented and maintained program information, evaluation and reporting systems; prepared and submitted grantee performance reports, including project descriptions and program budgets. Maintained, prepared, and entered client data onto the CDBG Public Service and Housing Rehabilitation Modules for quarterly and annual reporting purposes. Conducted special studies and surveys, as need by the City, or as requested by the Los Angeles Community Development Commission (LACDC) for preparation of 5-year Consolidated Plan, Annual Action Plan, and CAPER. Assisted in the preparation of budgets, requests for proposals, and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG administration; served as primary contact for the City with LACDC. Prepared public hearing notices and staff reports for the City Council and attended/presented at City Council Meetings and/or City Planning Commission meetings. Reviewed/prepared CDBG funding requests reimbursements (with and/or without supporting documentation), as needed by the Finance Department. Assisted the Finance Director with preparation for Financial Monitoring performed by LACD financial staff. Identified funding sources and prepared detailed proposals for various grant sources (i.e. data collection, research, narratives, budgets, scopes of work). Managed/tracked the return of Program Income for the Housing Rehabilitation Program. Processed reconveyance requests for past Housing Rehabilitation Program participants.

City of Cudahy, California. Administrative Assistant – CDBG Administration. Managed the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs under the general direction of the Community Development Director. Monitored rules and administered,

regulations, procedures, forms, records, request for proposals, and reports in accordance with applicable federal, state and local laws, rules and regulations, as they applied to each individual CDBG Program. Developed, implemented and maintained program information, evaluation and reporting systems; prepare and submit grantee performance reports, including project descriptions and program budgets. Conducted special studies and surveys. Assisted in the preparation of budgets, requests for proposals and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG; principal contact with the Los Angeles County Community Development Commission. Prepared staff reports for the City Council and required to attend City Council Meetings and/or City Commission meetings as necessary. Reviewed CDBG Funding requests under the supervision of the Community Development Director and the Finance Director. Assisted the Finance Director with preparation for Financial Monitoring performed by CDBG. Identified funding sources and prepared grant proposals for various grants (i.e. data collection, research, narratives, budgets, scopes of work). Provided administrative support to Community Development Divisions (i.e., Planning, Building and Safety, Code Enforcement), as needed.

City of Cudahy, California. Account Clerk - Business License. Provided technical assistance to all potential businesses and contractors during the application process and compiled necessary documentation required for that specific type of business. Managed the CDBG-funded Business Assistance Program through the provision of advanced technical assistance for new, micro-enterprise business owners seeking guidance/educational resources. Created and maintained files for all new and existing businesses/contractors. Generated and expedited Business License Renewal Notices on an annual basis. Collected and processed payment information for all Business License Renewals on an annual basis. Coordinated oversight of tenant improvements with Building and Safety Division. Assisted the Planning Division the processing of Zoning Clearances. Monitored businesses for compliance with the assistance of the Code Enforcement Department.

City of Cudahy, California. Clerk Typist. Provided the Code Enforcement Department with clerical assistance by generating outgoing violation notices and tracking follow-up inspection progress. Managed and maintained the Cudahy Swap Meet. Organized, generated, and submitted paperwork for the payment of invoices received by the City of Cudahy. Collected and processed payments for Pre-Sale Inspections and Building and Safety Permits. Served as relief coverage for receptionist and maintained confidential City files/documents.

Robert D. Quaid, CPA

CDBG Coordinator

Profile Summary

Education:	*Bachelor of Science, University of Southern California*
Certification:	*Certified Public Accountant*
Areas of Expertise:	*Grant Administration & Monitoring* *Cost of Service Studies* *BID Administration* *Statutory Financial Reporting* *Fiscal Analysis for User Fees and Rates* *Fund Audits* *Quality Review of Community Facilities, Lighting & Landscaping, and Assessment Districts*
Experience:	*18 Years*

In the position of Principal Consultant at Willdan, **Mr. Quaid** provides project management, procedural support and quality review for Willdan's District Administration and Financial Services Consulting groups. Mr. Quaid also services as the lead consultant for grant administration, cost of service and cost audits and as interim finance/administrative staff to client agencies.

With more than 18 years of experience in the public finance industry, Mr. Quaid has participated in numerous cost service studies and construction cost audits. Mr. Quaid began his career as an auditor in 1976 with the international CPA firm formerly known as Haskins & Sells.

Relevant Project Experience

City of Moreno Valley, California. Grant Consultant/Manager (2018-Present): As the lead grant consultant to the City, Mr. Quaid reports to the City financial operations manager and supervises a Willdan staff of three individuals supporting the City's annual grant administration, monitoring and reporting activities. These activities include, among other things, reviewing, scoring and preparing council recommendation reports on the subrecipient applications for the City's annual CDBG, HOME and ESG entitlement awards, conducting pre- and post-award training sessions with subrecipients, reviewing sub-recipient invoices for payment, and entering various information into the HUD Integrated Disbursement of Information System (IDIS). Mr. Quaid also oversees the preparation of the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER), plans and conducts the annual onsite subrecipient monitorings, and interfaces with regional HUD representatives on technical issues for the City.

North City West School Facilities Financing Authority, California. Administrator (2007 to the Present): As the administrator for the three member joint powers authority, Mr. Quaid works closely with the Executive Director and is primarily responsible for supervising the monthly administration, accounting and investment functions including processing of revenues and expenses in accordance with GAAP, coordinating debt service payments with the bond trustee, preparing quarterly Board agendas and financial reports, working with the independent CPA during the annual audit/compliance review, interfacing with the San Diego County Office of Education, filing mandatory/regulatory reports with the City of San Diego and the Securities and Exchange Commission and communicating with Board members, as needed.

Central Basin Municipal Water District, California. Interim Financial Manager: As the District's Interim Financial Manager, Mr. Quaid's duties included working with the General Manager, department heads and District staff to develop the annual budget; provide an assessment of the finance department's current staffing plan; work with staff in preparation of monthly budget versus actual reports for project

managers for budget monitoring; work with staff in preparation of financial information to be included in the monthly Board reports; assist department staff with scheduled check runs and check requests; effectively manage cash flows; ensure compliance with IRS and SEC requirements on tax-exempt bond issues; review the District's Long-Range Financial Plan with the General Manager; assist with the identification of necessary rates to meet District revenue requirements; provide financial market updates; attend regular monthly Board meetings, agenda meetings and department head meetings; and held regular office hours at the District office. Mr. Quaid also represented the District in a Bureau of Reclamation grant audit for the District's recycled water pipeline providing necessary support for indirect costs allocated to the grant.

Sandra Medrano

Housing Rehabilitation Coordinator

Profile Summary

Education:
- *MA, Industrial Psychology (Human Resources), California State University, Los Angeles*
- *BA, Psychology, University of California, Los Angeles*
- *BA, Sociology, University of California, Los Angeles*

Experience: *17 Years*

Ms. Sandra Medrano brings to Willdan Engineering over 17 years of experience in housing rehabilitation. Ms. Medrano is currently assisting the City of Temple City with the administration of their housing rehabilitation loan/grant program. Previously with Willdan Engineering, she also assisted the Cities of Norco, Artesia and Paramount and the Bell Gardens and La Mirada Redevelopment Agencies with the operation of HOME and redevelopment set-aside funded housing rehabilitation programs, respectively. Prior to joining Willdan, Ms. Medrano provided housing rehabilitation services to several Southern California cities including Lake Forest, La Puente, and Mission Viejo.

140, 137, 132In administering housing rehabilitation programs, her duties have included: managing the utilization of federal, state and local funds budgeted for housing rehabilitation purposes; interviewing qualified perspective applicants for HUD, HCD or Redevelopment Agency financial assistance; preparing work write ups and cost estimates; coordinating the solicitation of bids from contractors and the selection of contractors; overseeing the packing and processing of loan/grant documents; and conducting progress inspections of rehabilitation work.

Relevant Project Experience

City of Temple City, California – Ms. Medrano is currently assisting with the administration of the City's CDBG Home Rehabilitation Program.

City of Norco, California – Ms. Medrano assisted with the administration of the City's CDBG Home Rehabilitation Program.

City of Pico Rivera, California – Ms. Medrano recently assisted with the administration of the City's CDBG Home Rehabilitation Program.

City of Bell Gardens (CA) Redevelopment Agency – Ms. Medrano assisted with the operation of a Redevelopment Agency funded Housing Rehabilitation Loan and Grant Program.

Cities of Artesia and Paramount, California, and La Mirada and Irwindale Redevelopment Agencies – Ms. Medrano's responsibilities have included:

- Interviewing and qualifying perspective applicants.
- Performing on-site inspections of homes proposed for rehabilitation.
- Making specific recommendations on suitability of rehabilitation work proposed by homeowners.
- Reporting to and making recommendations to loan committees regarding individual applicants.
- Processing all deeds and loan paperwork required by city procedures.
- Assisting with selection of appropriate private contractors to perform work.
- Mediating between homeowners and contractors.
- Conducting progress inspections of rehabilitation work and requesting disbursement of contractor payments.
- Maintaining document files on all eligible applicants.

Natalia Lopez

Grant and Housing Analyst

Profile Summary

Education: *Associates Degree, Business Administration, San Bernardino Valley College, San Bernardino, California*
Experience: *10 Years*

Ms. Natalia Lopez is a Willdan analyst with 10 years of administration experience. Prior to joining Willdan, Ms. Lopez was employed by the City of Moreno Valley where she was responsible for assisting with the administration of the City's Community Development Block Grant program.

Relevant Project Experience

City of Moreno Valley, California. Analyst I. Assisted in administration of the Community Development Block Grant (CDBG) program. Reviewed CDBG subrecipient invoices and monthly statistical reports to ensure completeness and compliance with Housing and Urban Development (HUD) regulations. Tracked expenditures and performances of all CDBG subrecipients. Processed invoices for payment with accounts payable. Routed subrecipient agreement for insurance approval, final signatures, and final execution. Verified monthly CODE Enforcement Service Areas for CDBG eligibility using the City's Geographic Information Systems database. Provided support with processing subrecipient invoices for HOME and Emergency Solutions Grant (ESG). Assemble environmental review data documents for preparation of HUD Environmental Monitoring. Assisted in coordinating access to HUD Environmental Review Online System (HEROS) for corresponding individuals. Assisted in the coordination of the Technical Assistance Meeting for Grant Funding. Compiled performance data for inclusion in the Annual Action Plan. Prepared public notices for publication in the local newspaper. Gathered files required as part of the Citizens Participation Plan. Updated grants unit procedure manuals, forms, and databases. Maintained centralized filling system for all grant funded activities. Scanned, uploaded and created digital files. Prepared memorandums, letters, and emails. Assisted in preparation of home lien releases and reconveyances. Fielded phone calls from the general public regarding grant funded programs. Collaborated with multiple departments on assignments including City Attorney, City Clerks, Graphics, Facilities & Finance. Created, maintained, and updated forms, databases, logs, files, records, and reports for department use. Assisted in coordinating scheduled meetings, workshops, and training rooms as needed.

Hidden Valley Landscapes. Office Manager. Performed accounting functions via QuickBooks for Accounts Payable and Accounts Receivable. Conducted financial audits and budget analysis. Responsible for hiring, processing payroll, maintaining employee schedules, and employee audits for workers compensation claims. Maintained calendar, appointments, and meeting schedule. Submitted plans to City Building and Safety Department for building permits. Prepared letters for official correspondence. Maintained files, reports, and computer databases through confidential and accurate data entry. Provided general information to the public as first point of contact via phone or in person.

Balance Staffing. Human Resources Coordinator. Supervised and assisted 60 internal employees, and approximately 8,000 temporary employees. Resolved benefit related problems and maintained positive employee relations. Administered plans in accordance with federal and state regulations. Maintained OSHA log and databases that tracks incidents and status. Processed workers compensation claims; injury reports, medical documentations, return to work plans. Performed employment verifications, EDD Claims. Conducted E-Verify and background checks for new internal employees. Audited I-9's and maintained current files/records. Processed separation forms. Filed papers and documents into appropriate employee files. Assisted and prepared correspondence; processed mail.

ABE Fire Protection. Administrative Assistant. Performed general office duties: answering multi-line phone, filing, faxing, photocopy machine. Created proposals and invoices, prepared letters. Assisted CEO with daily activities as needed. Responsible for document preparation for field technicians and followed up with technicians. Obtained city business licenses when needed. Completed submittals paperwork for projects; shop drawings, material data, samples, and product data.

Inland Fire Protection Inc. Administrative Assistant. Maintained company scheduling. Billed, faxed and mailed numerous invoices daily. Organized, filed, and retained customer documents. Assisted CEO and Supervisor with daily tasks. Responsible for document preparation for field technicians; Fire Sprinkler Reports, Extinguishers, and Fire Suppression System. Created proposals and assisted in sales.

San Bernardino City Hall. Human Resources Office Assistant. Conducted salary analysis survey. Scheduled and arranged correspondences for official meetings. Performed general office duties: answering multi-line phone, filing, faxing. Distributed mail throughout departments in a timely manner. Alphabetized, inputted, and filed classified client information.

Helen Jones

Grant Management and Housing Support

Profile Summary

Education:	*Bachelor of Arts,* *Lakehead University,* *Thunder Bay, Canada* *Cum Laude*
Certification:	*Certified Fraud Examiner*
Areas of Expertise:	*Grant Monitoring* *Prevailing Wage Reviews* *Cost Audit Services* *Professional Affiliations* *Association of Chartered Certified Accountants*
Experience:	*12 Years*

Ms. Helen Jones is a Senior Analyst in Willdan Financial Services' District Administration Services group. She assists in the research and analysis necessary to resolve local government financial issues related to auditing and administration.

Ms. Jones joined Willdan with over a dozen years of financial and auditing experience. She enhances the Willdan team by bringing her expertise in understanding organization objectives and structure, policies, processes, internal controls, and external regulations; identifying risk areas; and preparing programs. In her career, she has served as an auditor, controller and chief financial officer, with real estate development and financial control firms.

As a senior analyst and auditor with an international fraud investigation and dispute resolution firm in the firms' Cayman office, she specialized in complex offshore asset recovery; fraud investigation and insolvency projects; prepared affidavits in support of Grand Court submissions; traced funds and classes structures of SPhinX Funds with over $500M in assets; and cross border insolvency complications. She also maintained direct involvement in efforts to recover Fairfield funds' assets, one of the major victims in the Bernie Madoff Ponzi scheme.

In the capacity of financial controller of a real estate development and general construction firm, Ms. Jones oversaw all financial matters, including preparing financial statements; payroll, regulatory communications and filings; ensuring adequate cash flow; and reporting to investors. While with the firm, she was the acting chief financial officer for a real estate development/new construction project in Old Town Temecula and oversaw the construction of a $12M mixed use building with a combined square footage of 37,000 and accommodating restaurants, retail spaces, executive office suites and apartments. Her tasks included, point of contact for all project funding for the lending bank and fund control company; prepared all fund draw requests; ensured compliance with all provisions of the City of Temecula conditions for redevelopment grant of $4M; vendor relations and payment of sub-contractors; investor reporting; and preparing financial statements and regulatory filings.

Relevant Project Experience

City of Moreno Valley, CA – Grant Analyst (2018-Present): Ms. Jones provides technical and compliance reviews of CDBG, HOME and ESG subrecipient invoices presented to the City. Ms. Jones also teams with Mr. Quaid in conducting the onsite monitoring of the City's CDBG, HOME and ESG subrecipients providing technical support in the review of contracts, Davis-Bacon prevailing wage compliance, Section 3 compliance and other HUD regulations affecting the program activity. Ms. Jones also assists in the preparation of the monitoring reports to the City.

County of San Diego, CA – Community Facilities District No. 2008-01: Currently project analyst for construction cost audit of $55.4 million in public facilities including streets, bridges, parks, sewer, water and wastewater treatment. Ms. Jones reviews all required documents required for submittal by Cal Atlantic Homes, the developer, pursuant to the Acquisition and Funding Agreement. She also performs the review of certified payrolls for the contractors and subcontractors for prevailing wage compliance, coordinates communications by the Project Manager to the County and the developer and assists in the preparation of the audit reports for the facilities.

Richelle Tague

Grant Management and Housing Support

Profile Summary

Education:	*Bachelor of Science in Business Administration (Emphasis in Accounting); California Baptist University*
Areas of Expertise:	*Grant-Related Services* *Non-Profit Organization Accounting* *Database Management*
Experience:	*8 Years*

Ms. Tague provides grant administration support for Willdan's grant engagements. She provides review and evaluation of subrecipient CDBG, HOME and ESG grant applications, invoice review, procedures development, preparation of cash drawdowns and budget progress reports for funded projects.

As an analyst within Willdan' Financial Services, Ms. Tague assists in the research and analysis required to resolve local government financial issues related to district and grant administration, including database management, research of applicable laws and regulations, and report preparation.

Further, Ms. Tague is also involved in auditing services, for which she has worked with a number of cities and developers related to the reimbursement of public facilities. She is also part of the on-call grant services team and is responsible for providing fiscal, reimbursement review, reporting, and budget support to agencies on an as-needed basis.

Ms. Tague came to Willdan with six years of combined finance and accounting experience. Prior to joining Willdan, she worked for the American Red Cross and was responsible for the day-to-day grant fiscal administration for federally funded programs, such as Community Development Block Grant (CDBG) and various National Emergency Grants (NEG). Previous services performed by Ms. Tague related to federal grants included:

- Preparation of draw down requests;
- Accounts payable and payroll;
- Monitoring of grant expenditures and project milestones;
- Development of policies and procedures to implement new grants and projects; and
- Analysis and preparation of statistical information used for performance reporting (i.e., number of participants served, income levels, demographics etc.).

Relevant Project Experience

Grant Administration Services, City of Moreno Valley, California. Grant Administration Support. Ms. Toque teamed up with Ms. Zaskia Jones to assist with the review of invoicing received by sub-recipients, preparation of the City's Annual Action Plan, and the annual CAPER.

City of Compton

Jane E. Freij

Labor Compliance Manager

Profile Summary

Education:
- *BA, Linguistics, University of Kansas*
- *Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles*

Experience: *20 Years*

Ms. Jane E. Freij is an experienced Administrative/Project Manager with a proven record of profitability achieved through comprehensive and effective management of time and budget. Key areas of expertise include project needs analyses, scheduling and budgeting, contract administration/negotiation, legal documentation, policy and procedure development, and writing and editing. As a Supervising Labor Compliance Manager, Ms. Freij provides oversight of labor compliance monitoring services for various federally-funded projects under FHWA, FTA, HUD, and EPA. She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing and has specialized training in the reporting requirements and fraud detection and prevention procedures for projects funded by the American Recovery and Reinvestment Act of 2009 (ARRA).

Experience prior to joining Willdan includes 4 years with Edison Enterprises, where Ms. Freij served as Contract Administrator and Senior Contract Administrator. In these positions, she developed and negotiated contracts for products and services, monitored and enforced contractual compliance, constructed contractual terms and conditions, served as risk management liaison, and managed a multi-state licensing project for an energy services subsidiary. Ms. Freij has a strong legal background, having served as a paralegal and senior paralegal for litigation attorneys in real estate, land development, and contract law. She is experienced in Microsoft Word, Microsoft Excel, and Lexis-Nexis research software.

Relevant Project Experience

China Lake Boulevard Construction Management from Upjohn to Bowman Road, City of Ridgecrest, California. Labor Compliance. Construction management and inspection services for street rehabilitation on China Lake Blvd from Upjohn to Bowman Rd. Willdan will provide construction management, inspection, labor compliance, quality assurance materials testing, and federal funding compliance.

Federal Highway Administration (FHWA) Labor Compliance, Various Cities, California. Responsible for providing supervisory federal and state labor compliance services for FHWA funded projects in the following cities:

- Baldwin Park
- Calabasas
- Coachella
- Commerce
- Hawaiian Gardens
- Huntington Park
- La Cañada Flintridge
- La Mirada
- La Puente
- Lakewood
- Maywood
- Monterey Park
- Paramount
- Pico Rivera
- Placentia
- Pomona
- Rancho Palos Verdes
- Rolling Hills Estates
- Rosemead
- South Gate
- South Pasadena
- Thousand Oaks
- Westlake Village

Community Development Block Grant (CDBG) Labor Compliance, Various Cities, California. Responsible for providing supervisory federal and state labor compliance services for CDBG funded projects administered by the U.S. Department of Housing and Urban Development (HUD) and the Los Angeles County Community Development Commission (LACDC) in the following cities:

City of Compton

- Bell Gardens
- Burbank
- Calimesa
- Commerce
- Hawaiian Gardens
- La Mirada
- Lawndale
- Maywood
- Paramount
- Pico Rivera
- Rosemead
- San Marino
- South El Monte
- South Gate

Safe Routes to School, City of Hawaiian Gardens, California. Labor Compliance Manager. Willdan Engineering provided professional engineering services for the Safe Routes to School (SRTS) Project. The project consists in the preparation of plans, specifications and estimate (PS&E) for street and traffic design including field survey, environmental documentation, utility coordination, contract administration, record drawings, construction inspection and labor compliance. The improvements for street and traffic surround Fedde Middle School, Furgeson and Hawaiian Elementary School. The federal SRTS was in the amount of $611,000. The project would improve signing and striping, ADA access ramps, provide raised pedestrian crosswalks and pedestrian traffic control devices.

Local Street Overlay, City of Norwalk, California. Responsible for payroll review/project oversight. The project improvements include installation of AC pavement; reconstruction of road sections; replacement of damaged curb and gutter, drive approaches, sidewalks, and cross-gutters; installation of ADA ramps; replacement of striping, legends, traffic loops, water cans and covers; and adjustment of manholes. The project will utilize Community Development Block Grant (CDBG) funds, with a construction contract period estimated to be 90 working days. The construction contract was $1,876,000.

Bradford/Madison Street Improvement, City of Placentia, California. Labor Compliance Manager. Responsible for providing labor compliance services for this project which involved providing professional construction engineering and funding administration for the Bradford/Madison Street Improvement Project. Willdan also provided construction management and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting of street trees, and other appurtenant work.

Third Street Improvements, City of Calimesa, California. Labor Compliance Manager. Responsible for providing labor compliance services for this project which involved providing professional construction engineering and funding administration for the Third Street Improvement Project. Willdan also provided construction management and construction inspection services for the ARRA funded project. The project involved the removal and replacement of damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalk and curbs, planting of street trees, and other appurtenant work.

Saturn Avenue Street Improvements, City of Huntington Park, California. Labor Compliance Manager. Responsible for labor compliance services for this $1.9 million street improvement project, funded through the Federal Highway Administration (FHWA) and administered by the California Department of Transportation (Caltrans) utilizing American Recovery and Reinvestment Act (ARRA) funds. Ms. Freij is also assisting with grant administration services.

Experience / Qualifications Information

Firm Qualifications

Willdan Engineering, a California Corporation, is part of Willdan Group, Inc. (WGI), a NASDAQ publicly-traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm specializing in providing solutions for our public agency clients. Since that time, we have evolved into a professional consulting firm offering a broad array of services that allows us to provide a comprehensive and integrated approach to our clients' planning, engineering, financial, economic, public facility, public safety, and energy sustainability solutions.

Today, Willdan operates out of multiple offices located throughout the United States – including our four southern California office locations (Cities of Industry, Anaheim, San Bernardino, and Ventura). We have supported implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 60 percent of the cities and counties in California. In the area of specialties, Willdan has a vast background in city engineer, traffic engineer, and building official staff augmentation, administration, development review, public works permitting and inspection, roadway design, construction management, and long-term planning which includes development of capital improvement plans, improvement districts, funding plans, development master plans, safe route to school planning, facility master plans, and CEQA and NEPA environmental review documentation.

Planning and Community Development Services

Willdan has provided comprehensive planning and engineering services across the nation for over 54 years. Our experts identify, engineer, construct, and optimize solutions to meet your goals – whether they are deep energy savings, added efficiency for municipal systems, or designing innovations to address major environmental challenges.

Willdan's depth of experience in helping cities govern locally provides a critical value to large programs: our intimate knowledge of city and agency cultures ensures that local concerns are addressed early in the process, thus avoiding costly delays.

Willdan has the experience and knowledge to undertake virtually any planning and community development assignment. The quality of our work is demonstrated by the length of our client relationships and our ever-expanding requests for services.

Planning and Community Development Services

Community Development

- Grant applications/ administration
- Housing studies and programs
- Economic development
- Labor standards compliance

Contract Staff Support

- Interim City/County staff assignments
- Overload case processing
- On-call support
- Project management

Environmental Planning

- CEQA/NEPA compliance/ document preparation
- Technical studies/resource assessments
- Mitigation monitoring
- Third-party review
- Legal challenge assistance
- Climate Action Plans
- AB 32/SB 375 Assistance
- LEED/Green Building Consulting
- AB-52/SB-18

Urban Planning and Design

- Land-use plans and studies
- General plans/individual elements
- Specific plans
- Community plans
- Zoning ordinances
- Design guidelines
- GIS databases/mapping
- SB 375 consulting

Areas of Expertise, Experience, and Training

Throughout our 55-year history, Willdan has served as a full-service, multi-disciplinary firm based in Southern California with satellite offices throughout the United States. We specialize in consulting engineering and planning services for governmental agencies. We support implementation of community vision through planning, engineering, construction management, building safety, staff augmentation and financial consulting. In addition, Willdan offers a full complement of project management, analysis, design, permitting and funding assistance, construction management and other project support activities necessary for a sustainable project.

Our staff of experts includes specialists in

- Housing Development and Implementation Strategies Environmental Planning
- Staff Augmentation
- Financial Consulting
- Grant Administration
- Water and Wastewater Engineering
- Urban and Regional Planning
- Landscape Architecture
- Civil Plan Review
- Labor Compliance
- Cost Allocation Plans
- Construction Management and Inspection

Housing and Community Development

Willdan staff has substantial training and experience in providing a variety of community development services to governmental agencies across California. We have administered all aspects of the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) programs for municipalities and are operating CDBG- and HOME-funded residential and/or commercial rehabilitation programs in a number of cities. Our community development staff has procured grants and other forms of funding from the Department of Housing and Urban Development (HUD) and the State Department of Housing and Community Development (HCD) for a variety of purposes, including housing rehabilitation, first-time homebuyer assistance, and public works/community facility projects. Our staff has also conducted a wide range of housing studies, including inventories and analyses of potential housing sites, housing condition surveys, housing element updates, and affordable housing strategies.

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and works efficiently to comply with grant program deadlines. Additionally, our staff applies sound technical and creative approaches to addressing grant administration issues that arise. We have developed good working relationships with the respective funding agencies, including HUD, HCD, and the LACDA. Our staff regularly attends workshops and seminars sponsored by these agencies in order to remain current with their regulations and procedures.

Grant Administration

Effective grant administration is essential for the successful management and performance of the City's various CDBG/HOME funded projects. Further, with the release of the "Uniform Guidance" by the U.S. Office of Management and Budget (OMB) on December 26, 2013 (codified at 2 CFR Part 200), Willdan understands the need to ensure that grant operations are efficient, accurate and transparent. Staff have developed several assessment tools and templates designed to assist grantees implement and adhere to HUD guidelines and also OMB administrative requirements.

Staff have gained experience in the following areas:

- Proficient use of the Integrated Disbursement Information System (IDIS) and Disaster Recovery Grant Reporting System (DRGR);
- Financial and performance reporting through the Consolidated Annual Performance Report (CAPER);
- Sub-recipient monitoring in accordance with applicable OMB Circulars and enabling grant statues;
- Annual single audit preparation;
- Technical assistance to provide guidance in the interpretation of the Code of Federal Regulations and Circulars, as well as appropriate use of federal funds, etc.;
- Grant proposal coordination and budget preparation;
- Documentation of procedures and training of staff and sub-recipients;
- Presentation of reports to executives and council/board members; and
- Coordination across multiple agency stakeholders including city staff, elected officials, HUD and other consultants to advise on the status of funding and to ensure earmarking requirements are met.

Our staff is well qualified to provide the services the City seeks based on their education, career training, and work experience. As this broad experience indicates, our staff has worked in a wide range of multi-cultural communities and has the experience and knowledge to successfully implement programs in politically and culturally diverse cities.

Project Approach

It is our understanding that the City of Compton is seeking the services of a qualified consultant to assist with the administration and implementation of the First Time Homebuyer Program (FTHB) and the Housing Rehabilitation Program (HRP). Willdan is proposing to provide to the City the appropriate range of services needed for the administration of its CDBG Program. In order to allow City staff to direct their attention and efforts to the many other tasks required of them, Willdan will provide these services so as to minimize demands upon the time and effort of City staff. Willdan will assure proper oversight of the City's CDBG-funded activities by providing to City staff, as appropriate, specific recommendations for action along with full evaluations of all appropriate alternatives. Our staff will also provide written reports and updates to City staff to keep them informed on a regular basis and document program accomplishments.

Willdan's technical approach to assisting with the administration of the City's CDBG-funded projects/programs involves assigning a well-qualified team, under the direction of a senior member of our staff, to provide the services being requested by the City. Our designated CDBG/Housing Administration Manager, Jennifer Maria, will take the lead in providing CDBG administration services and report directly to the department manager in delivering the desired services, and will be responsible for delegating

specific tasks to the other team members, as necessary, and monitoring their performance. The composition of our team and our approach to project management are further discussed in this section and in the "Project Team" section of this proposal.

Scope of Work

The items to be included in the Scope of Work are indicated below. The list of items is not inclusive with new items being included based on unforeseen program changes initiated by the County and/or HUD. All work items will be carried out in conjunction with City staff input and review. In accordance with the Scope of Work reflected in the RFP, Willdan shall perform the following functions:

- First Time Homebuyers Program (FTHB)
  - Determine the eligibility of each applicant.
  - Inspect the prospective units and determine eligibility and acceptability of properties selected by applicants.
  - Prepare loan documents on qualified applicants and submit completed loan document package to City of Compton for approval in conformance with program guidelines.
  - Prepare all loan closing documents and ensure proper closing process.
  - Transfer participant files to City of Compton at completion of each file closeout.
  - Ensure compliance with Federal State and Local regulations
- Other Tasks
  - Perform Loan Underwriting for each program participant.
  - Perform Loan Document Execution for each applicant file.
  - Develop and provide cost estimates for the First Time Homebuyer Program.
  - Provide public information at the direction of the City.
  - Provide the City with monthly status reports.
  - Prepare Environmental Review and Assessment.
- Housing Rehabilitation Program (HRP) process.
- Ongoing (September 16, 2019 through Agreement expiration) program coordination with Grants Manager in Grants Division, or their designee. Tasks will include but not be limited to the following:
  - Perform intake/assessment of eligibility (review applications).
  - Perform regular property inspections a minimum of three (3) separate times during the rehabilitation process.
  - Perform/develop HUD compliant work write-ups for each eligible unit to be assisted.
  - Perform solicitation process and proper selection of contractors in accordance with HUD complaint and City procurement policies.
  - Perform loan underwriting for each HRP participant project file.
  - Review Committee (LRC) Report and LRC Agenda & Determination Forms as well as schedule and conduct LRC meetings.
  - Coordinate/ facilitate Loan document execution process.
  - Review contractor invoices and prepare approval of contractor payments
  - Coordinate with City Staff on invoices, general administrative issues.
  - Provide public information at the direction of the City.

- Provide the City with monthly status reports.
- Maintenance and production of complete case files and other records.

- Ongoing (September 1, 2019 through Agreement expiration) coordination with CDBG and HOME Administration processing of contractor invoices. Tasks will include but not be limited to the following:
  - Monthly monitoring.
  - Prepare Environmental Review and Assessment.
  - Prepare/submit request for release of funds and certification.

OPTIONS

At the discretion of the City, the following Optional services may be required in addition to the major tasks:

- Policy of Insurance Record of Title (PIRT)
- Drive-By Appraisal Services
- HCD Formal Title Search
- HCD Lien placement and removal services
- Preliminary Title Report
- Recordation of Notice of Completion

Implementation of Scope of Work

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements and have established sound practices and procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and creative approaches to addressing grant deadlines. Additionally, our staff applies sound technical and creative approaches to addressing administrative issues that arise. Below, you will find a comprehensive timeline that breaks down each administrative task for your City by month. These projections are subject to vary based on the current status of each existing CDBG project.

2019-20 First-Time Homebuyer (FTHB) Program – Implementation Timeline	
Date	Task
15-30 Days	Qualify applicant(s) for participation in FTHB program.
15-30 Days	Identify dwellings that are program compliant for qualified participant(s).
15-30 Days	Compile and prepare complete loan file for qualified applicant(s). Submission of complete loan file for City review/approval (time frame subject to vary based on responsiveness of applicant during underwriting process).
30-60 Days	Preparation of loan documentation and proper oversight of escrow process for each qualified applicant.
14 Days	Secondary review of each applicant file for completeness. Submission of completed file to City for retention and monitoring purposes.

2019-20 Housing Rehabilitation Program (HRP) – Implementation Timeline	
Date	Task
September 2019	Meet pertinent City staff to acquire the following: relevant program operation information, current program guidelines (if any), list of applications (if any received to-date), as well as determine the City's marketing tools to generate interest in the new program (if any). Commence contacting applicants interested in program participation. Develop marketing materials, program guidelines, as project-related documentation, as needed.
October 2019	Commence qualification process for eligible applicants. Compile application and support documentation needed to satisfy the qualification process for each applicant project file. Commence preliminary staff work write-ups, grant-related documentation, selection of contractors, and project related agreement processes for work to be performed on each qualified commercial unit. Develop implementation timeline for each project file.
Nov. Dec 2019	Ensure selected contractors are complying with all City requisites prior to commencing work (i.e., design standards, permitting, etc.). Follow-up on work performed to ensure effective adherence to established project timelines. Follow-up with applicants for quality assurance and technical assistance purposes.

2019-20 Housing Rehabilitation Program (HRP) – Implementation Timeline	
Date	**Task**
Jan-Feb 2019	Continue marketing and applicant qualification process, pending available funding for current program year. Develop a list of interested applicant information for future use, should additional funding become available. Follow-up on work performed by contractors to ensure effective adherence to established project timelines. Follow-up with applicants for quality assurance and technical assistance purposes. Review invoices received for work performed and submit requests for reimbursement.
March 2019	Continue marketing and applicant qualification process, pending available funding for current program year. Continue developing list of interested applicant information for future use. Ensure selected contractors are complying with all City requisites prior to commencing work (i.e., design standards, permitting, etc.). Follow-up on work performed to ensure effective adherence to established project timelines. Follow-up with applicants for quality assurance and technical assistance purposes. Review invoices received for work performed and submit requests for reimbursement.
April 2019	Continue developing list of interested applicant information for future use. Ensure Follow-up on work performed to ensure effective adherence to established project timelines. Follow-up with applicants for quality assurance and technical assistance purposes. Review invoices received for work performed and submit requests for reimbursement. Coordinate/commence closeout process for projects nearing completion (i.e. final inspections, applicant sign-off on work completed, request for release for final retention etc.).
May 2020	Continue developing list of interested applicant information for future use. Follow-up on work performed to ensure effective adherence to established project timelines. Follow-up with applicants for quality assurance and technical assistance purposes. Review invoices received for work performed and submit requests for reimbursement. Coordinate/commence closeout process for projects nearing completion (i.e. final inspections, applicant sign-off on work completed, request for release for final retention etc.). Maintain close oversight of unforeseen delays of work, if any, to ensure timely completion of any remaining open projects.
June 2020	Continue developing list of interested applicant information for future use. Follow-up with applicants for quality assurance and technical assistance purposes. Coordinate/commence closeout process for remaining projects, if any, nearing completion (i.e. final inspections, applicant sign-off on work completed, request for release for final retention etc.). Ensure effective closeout of all current year projects prior to 6/15/2020. Submit completed files to staff for retention and future monitoring purposes.

Knowledge of the City of Compton

Willdan has performed various consulting services to the City of Compton since 1985. We have provided engineering services; project management of design and construction projects services; traffic engineering/design services; traffic studies; financial consulting services; plan and subdivision map review/plan checking services, and grant application services for this city. Some of our more recent services include the following projects:

7 Tasks: Humps, Stops, Signal, School and Crosswalk Studies, also Traffic Calming Guidelines: The City of Compton has received requests to install speed humps, stop signs, and crosswalks at various locations. Willdan reviewed, analyzed and made recommendations regarding these traffic control devices, as well as the signal at Alameda and El Segundo. Willdan prepared Traffic Calming Guidelines.

Annual Administration 2018/19-2020/21: Willdan provided administration services for the Landscape and Lighting District Assessments and Sewer Service Charges.

Compton Boulevard Signing, Striping and Loop Replacement Plan: Willdan provided professional traffic engineering services to the City of Compton. Services included preparation of plans, specifications and estimates for signing, striping, and loop replacement plans for Compton Blvd between Alameda Street and Long Beach. The project was expedited to avoid construction delays.

Evaluate Speed Humps, Stop Signs, and Flashing Beacons Requests: The City of Compton had received requests to install speed humps, stop signs, and flashing beacons at various locations. Willdan reviewed, analyzed and made recommendations regarding these traffic control devices, and prepared PS&E to install protected left turn phasing on SB Wilmington at Greenleaf.

Traffic Impact Analysis (TIA) at 126 E Oris Street: Willdan provided professional traffic engineering services to the City of Compton to review and comment on the Scope of Work for a Traffic Study for the Initial Study at 126 E. Oris Street.

Stop Warrants for 7 Intersections: Willan provided professional traffic engineering services to the City of Compton for the evaluation of possible installation of stop sign(s) at seven intersections. The intersections in questions had at least one approach that was not stop controlled. The analyses determined if any of the stop warrants presented in the California Manual of Uniform Traffic Control Devices (CA MUTCD) were met to install stop sign(s) at any of the seven intersections.

Signal Warrants at Intersection of Oaks Street-Santa Fe Avenue: Willdan provided professional traffic engineering services to the City of Compton. Willdan evaluated possible improvements to the intersection of Oaks Street and Santa Fe Avenue. The intersection was two-way stop controlled, with the stop sign on the Oaks Street approaches. The analyses helped determine if any of the signal warrants presented in the California Manual of Uniform Traffic Control Devices (CA MUTCD) were met to install signals at the intersection.

Artesia-Compton Retail Development Review: Willdan reviewed the Traffic Impact Analysis (TIA) Scope for the City of Compton. As a result, Willdan provided the evaluation of Drive-Through Queues, Parking Supply, and Truck Circulation at the proposed retail development site located at the southeast corner of West Artesia Boulevard and South Central Avenue.

Related Work Experience

The following table shows the extent of our CDBG, HOME, and other Community Development Experience for municipalities throughout California. We are familiar with Davis-Bacon, CDBG, HOME and HUD program requirements.

Willdan Engineering – Community Development Experience

Client	Successful Grant Applications	CDBG Administration	Rental Assistance	First-Time Homebuyer	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment
City of Agoura Hills	•	•					
City of Alhambra					•	•	
City of Anaheim		•	•				•
Town of Apple Valley					•		
City of Arcadia					•		
City of Azusa	•				•	•	
City of Baldwin Park					•		
City of Bell	•	•			•	•	
City of Bellflower	•	•			•		
City of Bell Gardens	•	•			•	•	
City of Beverly Hills		•					
City of Burbank		•			•		
City of Ca[illegible]	•	•			•		
City of Ca[illegible]					•		
City of Cerritos							•
City of Chino		•					
City of Clearlake	•	•			•		
City of Colusa	•	•			•		
County of Colusa	•	•			•		
City of Commerce		•					
City of Corona		•					
City of Costa Mesa		•			•		•
City of Co[illegible]		•					
City of Cu[illegible]		•					
City of Culver City	•		•		•		
City of El M[illegible]		•					
City of Esc[illegible]do		•					
City of Fou[illegible] Valley		•					
City of Fres[illegible]							•
City of Glend[illegible]le			•				
City of Gole[illegible]			•				
City of Gro[illegible]eld					•		
County of G[illegible]							•

Willdan Engineering – Community Development Experience

Client	Successful Grant Applications	CDBG Administration	Rental Assistance	First-Time Homebuyer	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment
City of Hanford		●			●		
City of Hawaiian Gardens	●	●	●		●	●	●
City of Hawthorne			●				
County of Humboldt							●
City of Huntington Park				●	●	●	
City of Irwindale					●		●
City of Jackson		●					
City of La Cañada Flintridge		●			●		
City of La Habra		●	●		●	●	●
City of La Mirada					●		
City of Lake Forest		●					●
City of Lancaster					●		●
City of La Puente		●				●	●
City of Lawndale						●	
City of Lincoln					●		
City of Long Beach		●			●		
County of Los Angeles					●	●	●
City of Lynwood	●	●			●		●
City of Manteca				●	●		
City of Maywood							●
City of Montebello							●
City of Monterey					●		
City of Norwalk					●		
City of Ontario		●			●		●
County of Orange		●					
City of Orange Cove							●
City of Orosi		●			●		
City of Palmdale		●					●
Town of Paradise					●		
City of Paramount	●	●			●	●	●
County of Placer	●	●			●		
City of Pomona		●	●				
City of Rancho Cordova					●		
City of Rancho Cucamonga		●			●		
City of Redondo Beach		●					
City of Rialto						●	
City of Rolling Hills Estates		●					
City of Rosemead	●	●		●	●	●	

Willdan Engineering – Community Development Experience

Client	Successful Grant Applications	CDBG Administration	Rental Assistance	First-Time Homebuyer	Residential Rehabilitation	Commercial Rehabilitation	Economic Development & Redevelopment
City of Sacramento		●					
City of San Bernardino		●					
City of San Buenaventura		●					
City of San Gabriel		●			●	●	
City of San Joaquin	●	●		●	●		
City of Santa Ana					●		
City of Santa Monica		●	●		●		
City of Santa Madre	●				●		●
City of Seal Beach							●
City of Simi Valley		●					
City of South El Monte		●			●		
City of South Lake Tahoe					●		
City of Suisunville	●	●			●		
City of Taft		●					
City of Tehama					●		
City of Temple City		●			●		
City of Thousand Oaks					●		
City of Tulelock		●					
City of Upland	●		●		●	●	●
County of Ventura		●			●		
City of Victorville					●		
City of Westmond	●				●		
City of West Hollywood		●			●	●	
City of Westlake Village					●		
City of West Sacramento					●		
City of Yucaipa					●		
City of Yucca Valley							●
City of Williams					●		
City of Woodland		●		●	●		●

Specific Experience

Our corporate experience has provided staff with considerable expertise in CDBG, HOME and NSP program management and in implementing many types of CDBG, HOME and NSP funded projects in communities with different and sometimes unique needs. Our staff is currently providing CDBG, HOME and NSP administration, or other housing, community development related services to the Cities of Temple City, Rolling Hills Estates and Moreno Valley.

City of Compton

Project: CDBG, HOME, ESG, and NSP Grant Administration Services (Entitlement)

Client: City of Moreno Valley

Willdan is currently providing Grant Administration Services to administer the City's Housing and Urban Development (HUD) Programs, Services and Activities Related to Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), Emergency Solution Grant (ESG), and Neighborhood Stabilization Program Grant (NSP).

Team members include: Jennifer Maria, Special Projects Advisor (HOME, NSP, and CDBG); Natalia Lopez, Grant Management and Housing Analyst (CDBG and HOME); and Robert Quaid, Project Manager (CDBG).

Project: CDBG and HOME Programs Assistance (Entitlement)

Client: City of Cudahy

Willdan currently provides technical advisement to CDBG staff related to the implementation of their CDBG programs.

Team members include: Salvador Lopez, Jr., Principal-in-Charge; and Jennifer Maria, CDBG Technical Advisor.

Project: Gridley and Reservoir Hill Parks and Playground CDBG Improvements (Non-Entitlement)

Client: City of Cerritos

Willdan has been retained to perform labor compliance monitoring and enforcement for Gridley and Reservoir Hill Park and playground improvements projects utilizing Community Development Block Grant (CDBG) funding throughout the City of Cerritos. Willdan has been retained for additional labor compliance services for CDBG-funded projects.

Team members included: Salvador Lopez Jr., Principal-in-Charge; and Jane Freij, Labor Compliance Manager.

Project: Housing Rehabilitation Program and Grant Administration (Non-Entitlement)

Client: City of Temple City

Willdan is currently providing technical assistance with the administration of the City's Community Development Block Grant (CDBG) funded Housing Rehabilitation Program. Willdan assisted the City with the overall administration of the City's existing Housing Rehabilitation Program along with the Asbestos & Lead Based Paint testing and Abatement Grant Program.

Team members include: Salvador Lopez, Jr., Principal-in-Charge; and Sandra Medrano, Housing Rehabilitation Coordinator.

Project: ADA Ramp and Sidewalk Improvement CDBG Grant Administration (Non-Entitlement)

Client: City of Rolling Hills Estates

Willdan is assisting the City with the general administration of its annual CDBG Grant and the implementation of an ADA ramp and sidewalk improvement project.

Team members include: Salvador Lopez, Jr., Principal-in-Charge; and Jane Freij, Labor Compliance Manager.

City of Compton

References

Provided below for your review and consideration are client references, which include a detailed project description and client contact information. We are proud of our reputation for customer service and encourage you to contact our past clients in regard to our commitment to completing these assignments within the agreed upon project timelines and budget.

City of Moreno Valley

Marshall Eyerman, Chief Financial Officer
Tel # (951) 413-3021 Dates: 2016 to Present
E-mail: marshalle@moval.org

Willdan is currently providing Grant Administration Services to administer the City's Housing and Urban Development (HUD) Programs, Services and Activities Related to Community Development Block Grants (CDBG), Home Investment Partnership Program (HOME), Emergency Solutions Grant (ESG), and Neighborhood Stabilization Program Grant (NSP).

City of [illegible]

Jose Pulido, City Manager
Tel #: (323) 773-5143 ext. 223 Dates: 2017 to Present
E-mail: jpulido@cityofcudahyca.gov

Willdan currently provides technical advisement to CDBG staff related to the implementation of their CDBG programs.

City of [illegible]

Fredy Bonilla, Assistant Civil Engineer
Tel #: (562) 916-1229 Dates: 2014 to Present
E-mail: fbonilla@cerritos.us

Willdan has been retained to perform labor compliance monitoring and enforcement for five separate multi-location park projects utilizing Community Development Block Grant (CDBG) funding throughout the City of Cerritos.

City of [illegible]

Scott Reimers, Planning Manager
Tel # (626) 656-7316 Dates: 2010 to Present
E-mail: sreimers@templecity.us

Willdan is currently providing technical assistance with the administration of the City's Community Development Block Grant (CDBG) funded Housing Rehabilitation Program.

City of [illegible] Estates

Greg Grammer, Assistant City Manager
Tel #: (310) 377-1577, ext. 107 Dates: 2014 to 2015
E-mail: greg@rollinghillsestatesca.gov

Willdan is assisting the City with the general administration of its annual CDBG Grant and the implementation of an ADA ramp and sidewalk improvement project.

Cost Summary

Willdan proposes the not-to-exceed fee of $98,500 to provide services for the Implementation and Administration of the City of Compton's First-Time Homebuyer (FTHB) Program and Housing Rehabilitation Program (HRP). Proposed fees shall remain firm and valid for the first year of the contract and have been developed in consideration of the projected the maximum 20% administrative delivery cost allowed by HUD for HOME-and CDBG-funded Programs.

Proposed Service Fees

Service Type	Cost Estimate
First-Time Homebuyers Program (FTHB) – Administration and Implementation	$16,000
Housing Rehabilitation Program (HRP) – Administration and Implementation	$80,000
Reimbursable Expenses (Not-to-Exceed)	$2,500
Total	$98,500

Staff Hourly Rates

Staff Member	Project Role	Hourly Rate*
Salvador Lopez, Jr.	Principal-in-Charge	$195
Jennifer Maria	CDBG/Housing Administration Manager (Project Manager)	$155
Robert Quaid, CPA	CDBG Coordinator	$125
Sandra Medrano	Housing Rehabilitation Coordinator	$110
Natalia Lopez	Grant Management and Housing Analyst	$115
Helen Jones	Grant Management and Housing Support	$105
Richelle Tague	Grant Management and Housing Support	$105
Jane Freij	Labor Compliance Manager	$145

* Hourly rates reflected above include all overhead costs and shall remain fixed.

Reimbursable Expenses

Willdan will be reimbursed for out-of-pocket expenses. Examples of reimbursable expenses include but are not limited to: postage; travel expenses; mileage (current prevailing rate); and copying (currently 6¢ per copy).

Any additional expense for reports or from outside services will be billed to the City. Charges for meeting and consulting with counsel, the City, or other parties regarding services not listed in the scope of work will be at our then-current hourly rates.

In the event that a third party requests any documents, Willdan may charge such third party for providing said documents in accordance with Willdan's applicable rate schedule.

City shall reimburse Willdan for any costs incurred, including without limitation, copying costs, digitizing costs, travel expenses, employee time and attorneys' fees to respond to the legal process of any governmental agency relating to City or relating to the project identified herein. Reimbursement shall be at Willdan's rates in effect at the time of such response.

City of Compton First Time **Homebuyer and Housing Rehabilitation Program**
Administration and Implementation Services

Neighborhood Housing Services of Los Angeles County

Proposal

September 3, 2019

The mission of Neighborhood Housing Services of Los Angeles County (NHS) is to serve as a catalyst for local residents, business, and government representatives to work together to build stronger neighborhoods, improve the quality of life for low-to-moderate income (LMI) families and to revitalize communities into neighborhoods of choice. NHS strengthens communities through the development and maintenance of quality affordable housing, creation and preservation of affordable homeownership opportunities, support of local leaders, providing financial education and increasing the financial independence of families and people in need.

Organizational History

For 35 years, NHS has served clients and strengthened neighborhoods, helping to improve the quality of life for families in need. Since 1984, NHS has developed and rehabilitated more than 24,000 housing and commercial units, placed 4.6 million families on the road to homeownership, created 240 block clubs, employed over 250 neighborhood youth, and reinvested more than $6.1 billion back into some of Los Angeles County's most underserved neighborhoods.

NHS is a HUD certified housing counseling agency and a national NeighborWorks America network member. The majority of clients that the organization assists are families who have historically been targeted by unfavorable lending practices and are unaware of the critical role credit plays in their financial security. Overall, the populations served are made up predominantly of low to moderate income (LMI) families. In 2018-19, 85% of NHS' clients were ethnic minorities and 95% were considered LMI. NHS has always made it a priority to provide services and accommodate specialized groups such as seniors, those with disabilities, and veterans; at least 10% of our clients have veteran status.

Before the foreclosure crisis, NHS worked primarily in revitalizing low-income neighborhoods destabilized by crime, gang violence and economic divestiture. NHS has served the communities hardest hit by natural disasters, such as the 1994 Northridge earthquake, or public unrest, such as the damage caused by the 1992 Los Angeles riots. Today, the organization offers Financial Education and Counseling, Affordable Mortgage Lending, Project Management Services, Mission-Driven Real Estate Services, and Neighborhood Revitalization & Advocacy.

The benefits of NHS programs extend beyond local neighborhoods and contribute tens of millions in direct community reinvestment and residual economic impact. Historically, NHS community reinvestment activity generates **$101** for every $1 in lending, and creates **$231** in economic and social impact for every $1 invested through our financing programs (including job creation, commercial and community revitalization).

Program Summary

NHS is requesting $80,000 from City of Compton to administer the City of Compton First Time Home Buyer Program and the Housing Rehabilitation Program. NLS has the capacity to administer $800,000 from the First Time Homebuyer Program and $400,000 from the Housing Rehabilitation Program. Additionally, NHS will be able to leverage these funds in order to secure additional funding from public and private sources to increase to impact of the City of Compton's programs. NHS anticipates assisting 10 low-income families to repair, renovate, or rehabilitate their homes, and 10 families to achieve affordable homeownership with down-payment assistance.

NHS estimates that homebuyers will require up to $100,000 in down-payment assistance and will lend these funds to qualified households at or below 80 percent of AMI at a deferred, low-interest rate. $80,000 of this assistance will come from the City of Compton First Time Home Buyer Program and NHS will help clients who need additional funding to secure additional assistance from a number of products and programs NHS offers such as: NHS Revolving Loan Fund, State of CA CalHome Program, WISH, LIFT, and Project Reinvest.

With the average home value in the areas we serve continuing to rise, NHS estimates that homeowners will require up to $100,000 in downpayment assistance and proposes the following mortgage scenario:

Property Value	$520,000
First Mortgage @ 4.15%, 30 year fixed	$350,000
City of Compton HOME Funding	$80,000
2nd Mortgage NHS	$20,000

Remaining balance reflects the homeowner's equity in the property. If additional funds are needed, NHS will make funding available to assist the homeowner in order to preserve decent, safe, and healthy homeownership in our communities. Families earning 60% to 80% of the median area income would be able to afford this mortgage, while spending no more than approximately 30% of their monthly income. NHS projects that at least 100% of the projected borrowers will receive pre-purchase financing through our partnerships with conventional lending partners, subsidized lines of credit, or the NHS revolving loan fund. NHS will always encourage its clients to purchase homes which are affordable based on their ability to repay obligations.

Experience and Impact

For 35 years NHS has partnered with private and public investors, financial institutions, foundations, national non-profits, and municipalities to create and expand sustainable funding relationships to broaden access to capital. NHS and its affiliate organizations – NHS Neighborhood Lending Services and NHS Neighborhood Redevelopment Corporation - enjoy established relationships with a wide network of partners, including: Wells Fargo, Bank of America, JP Morgan Chase, CA Reinvestment Coalition, HUD, CDFI, San Fernando Valley Fair Housing Council, Pacific Coast Regional Small Business Development Center, Shalom Center, West Angeles CDC, the CA Attorney General, and numerous small businesses, regional banks,

local lenders, neighborhood councils and municipalities. Over the past 15 years, NHS has also partnered with the following lenders and public subsidy programs to provide low cost, low down payment mortgage programs with grants toward closing costs, flexible underwriting criteria, and affordable mortgage assistance for home purchase and rehabilitation (including deferred second and third mortgages). NHS has administered home purchase and home rehab programs during its tenure for public entities including, but not limited to:

- *Public Subsidy Programs:* State of California, City of Compton, City of Inglewood, City of Los Angeles, City of Pico Rivera, City of San Gabriel, City of Huntington Park, City of Baldwin Park, Federal Home Loan Bank of San Francisco, HUD, CRA, LA Housing Authority, LA Community Development Commission, City of Downey, City of Norwalk, City of Long Beach, City of Long Beach, Fannie Mae, Freddie Mac, Mortgage Revenue Bonds/Mortgage Credit Certificates through the City and County of Los Angeles, Neighborhood Stabilization Program.

- *Lender Partner Programs:* Boston Private Bank, Bank of the West, Bank of America, Boston Private Bank, Broadway Federal, Allstate Insurance, HSBC, Bank Leumi, California Bank & Trust, Citibank, City National Bank, First Republic Bank, Luther Burbank Savings, Manufacturers Bank, Mizuho Corporate Bank of California, Nara Bank, Northern Trust Bank, Union Bank of California, US Bank, US Bank, USC Neighbors Program, Water & Power Credit Union, Wells Fargo LIFT, and Chase Home Loans.

NHS has also utilized the Freddie Mac Affordable Gold Product, City of LA – LIPA/MIPA programs, Mortgage Revenue Bond Program, Friends & Neighbors Program, Fannie Mae Community Homebuyers Program, WISH and Equal Opportunity Mortgage to assist very low income buyers. These loan products have enabled us to work closely with financial institutions, municipalities, and other corporate entities to provide downpayment assistance, home rehab, and construction management services.

NHS has been the recipient of prior awards from the state of California CalHome Program in 2000, 2003, 2004, 2005, 2006, 2008, 2011, 2012, and 2014. The generous support has allowed NHS to expand and improve capacity and better leverage capital and community investment funds in target market neighborhoods. The CalHome funds improved our lending position over the last decade and have allowed us to secure a significant amount of leveraged lending support from private donors such as Wells Fargo (Neighborhood LIFT), CDFI, and the US Treasury to add to NHS capital loan reserves. Over that time NHS successfully reached and exceeded our established performance goals for capital funds.

In 2019, NHS received an $8.5 million investment from Wells Fargo as the only lending entity in Los Angeles County for the Wells Fargo Neighborhood LIFT program, providing $25,000 in down-payment assistance to qualifying buyers. With these funds NHS has opened access to affordable homeownership for 316 first-time buyers including military, teachers, and first responders.

In 2018, NHS received $1.9 million from City of Compton to provide first time mortgage assistance to LMI clients purchased homes in Alondra Villas. Clients are awarded down-payment assistance in proportion to their need. NHS has been able to place families in homes

that would not have had access to homeownership otherwise. In the same year, NHS received $5.3 million from Bank of America to provide home rehab and down payment assistance to eligible buyers and homeowners. NHS expended these funds within a 9 month period.

In 2016, NHS partnered with the City of Los Angeles to provide low income and moderate income individuals with mortgage payment assistance. Over the past three years NHS has provide 87 individuals with down-payment assistance, totaling over $5 million.

In 2010-14, NHS received a $60 million NSP2 award from HUD, the second largest in the nation. Over the award period, the allocation allowed us to target neighborhoods most severely impacted by foreclosures and provide affordable financing through origination of first mortgages, lending of down payment subsidies for more than 300 homes, and the acquisition/rehabilitation of 400 foreclosed or vacant properties. NHS' lending team also managed all of the lending and education components of this project for both clients and lenders. Primary NSP2 allocations included:

- $36,650,000 - Acquisition, Rehabilitation of Single Family Homes and Residential;
- $17,350,000 - Down Payment Assistance;
- NSP2 Homebuyer Counseling.

In 2007, NHS and its affiliates established the Los Angeles County NeighborWorks® Center for Foreclosure Solutions. From 2007-2011, NHS and its 50+ partners served over 30,000 families annually with foreclosure counseling, loss mitigation, and relocation services. Utilizing federal and loan servicer programs, we were able to help 40% of the families fight foreclosure and stay in their homes. Partners included government enforcement agencies, HUD approved housing counselors, local financial institutions, public advocates, faith-based organizations, and local municipalities. Over the life of the campaign, NHS raised over $3 million of grant support to continue providing these essential services, and contracted with the National Foreclosure Mitigation Counseling effort for more than $6.2 million in service grants to continue offering our services to families at no cost.

Impacts and experience for 2018 – present:

- Reinvested $312.4 million into Los Angeles County communities, through lending, real estate and neighborhood revitalization activities, preserving **$101.5 million** in property values.
- Assisted **355 families** to preserve their homes and prevent foreclosure through education fairs, clinics, and workshops, affordable lending, and loan modifications. Educated and counseled **1,127 families** regarding homeownership purchase, budgeting, credit repair, home maintenance, and insurance services.
- Successfully completed 293 site visits, **30** home inspections, and **11** Notices of Completion on projects.
- Coordinated **144** volunteers who contributed over **1036** service hours, through **9** neighborhood revitalization and community events.

Impacts and experience for 2017-2018:

- Reinvested $431.5 million into Los Angeles County communities, through lending, real estate and neighborhood revitalization activities, while also preserving **$303 million** in property values during the year.
- Assisted **634 families** to preserve their homes and prevent foreclosure through education fairs, clinics, and workshops, affordable lending, and loan modifications.

- Educated and counseled 1,342 **families** regarding homeownership purchase, budgeting, credit repair, home maintenance, and insurance services.
- Successfully completed 356 site visits, **57** home inspections, **49** work write-ups, **24** job starts and **19** Notices of Completion on projects.
- Coordinated 724 **volunteers** who contributed over **5,206 service hours**, through **7** neighborhood revitalization and community events.

Impacts and experience for 2016-2017:

- Reinvested $655.1 million into Los Angeles County communities, through lending, real estate and neighborhood revitalization activities, preserving **$527.1 million** in property values during the year.
- Assisted **265 families** to preserve their homes and prevent foreclosure through education fairs, clinics, and workshops, affordable lending, and loan modifications.
- Educated and counseled **3,556 families** regarding homeownership purchase, budgeting, credit repair, home maintenance, and insurance services.
- Successfully completed 175 site visits, **39** home inspections, **30** work write-ups and **15** Notices of Completion on projects.
- Coordinated 710 **volunteers** who contributed over **7,100 service hours**, through **8** neighborhood revitalization and community events.

Impacts and experience for 2015-2016:

- Reinvested $463.3 million into Los Angeles County communities, through lending, real estate and neighborhood revitalization activities, preserving **$354 million** in property values during the year.
- Assisted **1,180 families** to preserve their homes and prevent foreclosure through education fairs, clinics, and workshops, affordable lending, and loan modifications.
- Educated and counseled 3,993 **families** regarding homeownership purchase, budgeting, credit repair, home maintenance, and insurance services.
- Successfully completed 241 site visits, 70 home inspections, 65 work write-ups and 12 Notices of Completion on projects.
- Coordinated 714 **volunteers** who contributed over **7,600 service hours**, through **7** neighborhood revitalization and community events.

Program Need

NHS strives to promote and enhance lending equity and access in neighborhoods that have traditionally suffered significant blight and endured the worst impacts of loan fraud and discrimination. By providing LMI families and minority residents affordable lending, promoting homeownership, and assisting homeowners to prevent foreclosure, NHS meets a very critical need in stabilizing and revitalizing neighborhoods through our services.

With City of Compton support, NHS will be able to support low to moderate income people in Compton with homebuyer assistance and rehabilitation assistance, further expanding by building on its current lending programs. Support for LMI families, will allow NHS to leverage low interest loan capital and grants from financial institutions, foundations, and municipalities; offer a greater volume of home refinance loans, down payment, home repair loans, and closing cost assistance; lower our cost of funds to help reach more low income seniors, veterans, and families with incomes between 30-80% of area median income; expand the pipeline of borrowers; and positively impact more families through affordable

lending and low cost mortgage brokering. The award will also enable us to continue to reinvest in blighted neighborhoods suffering from disinvestment and unaffordable financial products.

These programs from City of Compton are critical. Post foreclosure market conditions are driving prices upward and the housing affordability gap has increased, impacting both NHS and our target market. According to the CA Association of Realtors Affordability Index, Los Angeles remains one of the least affordable residential markets in the US. With high housing costs and low incomes, many households are devoting large portions of their income to housing costs. In 2018, 56% of Los Angeles County renter households were paying over a third of their income on housing, and 30% of renter households paid over half of their income on housing. Meanwhile, 20% of homeowners were paying over half of their income on their housing. With many households struggling to control their costs, the homeownership rate has fallen to 48%, down from 52% in 2010.

For the financially vulnerable communities served by NHS in San Gabriel Valley, San Fernando Valley, Compton, South Bay, and Metro Los Angeles, steadily increasing housing costs and stagnant or decreasing incomes compound the challenges of achieving sound financial health. The median home price in the County was $604,000 as of July 2019. As of the first quarter of 2019, only 22% of households could reasonably afford a previously owned house at the median price, compared to 26% a year ago. An increasing number of the County's LMI residents are cost burdened with paying up to 60% of household income on mortgage or rent payments. While foreclosures are down in general, the areas served by NHS are facing foreclosures at a higher rate than more affluent parts of the County. Eg., foreclosure/homes ratio: Watts 1:838; Compton 1:762; Inglewood 1:852. The general rate of unbanked/underbanked and financially underserved households is higher for low income minority families with 9% in Los Angeles and 12% in Riverside, making Los Angeles County one of the most unbanked metropolitan areas in the country.

NHS' historically low delinquency rates for its clients proves that this market can be effectively served provided that loan products are tailored for affordability, buyers are educated pre- and post-purchase, and products create and build homeowner equity. In addition to establishing and building equity for families, NHS' services give clients tools for self-reliance and financial resilience. With help from City of Compton, NHS will improve capital access, expand direct loan capacity, and enlarge lending partner relationships to better serve low-income, historically disadvantaged families pursuing homeownership.

Personnel

1. Lori Gay—President and CEO of NLS and Affiliates: Lori has been with NHS for 28 years and provided strategic direction throughout her tenure. She has managed all aspects of the organization's lending programs and overseen the development of the policies and procedures that guide the lending, education, and operations departments. She has developed business plans and strategic goals for the organization and directed the strategy to implement these goals.
2. JP Veen—Vice President and Chief Operations Officer since 2012, JP oversees the operations and implementation of multiple business lines and program within the organization, including the education department's pre- and post-purchase programs, the

lending department, and the construction department. Prior to joining NLS, JP worked for Countrywide Home Loans for six years, managing loan originations and pipeline management.

3. Rhonda McMillan—Vice President and Chief Corporate Affairs Officer for nearly four years, Rhonda has worked with NHS for 17 years. For the last four years, Rhonda has handled corporate governance, contracts administration, risk management, human resources, and also overseen and administered all corporate and capital investments.
4. Juanita Jimenez-Reyes—Operations Manager. Juanita has been with NHS for over 19 years and oversees all operations matters on lending, counseling, and service delivery. She also oversees NLS' data systems and ensures effective and accurate tracking of client information.
5. Jesse Ibarra-Assistant Vice President and Director of Business Development since 2012, Jesse Ibarra oversees real estate, and strategic partnerships for NHS. He holds a Broker's License and MLO endorsement and has over 16 years of experience in residential and commercial real estate.
6. Ron Martinez—Senior Credit Officer with NLS for over 23 years. Ron's experience includes originating and negotiating home purchase, refinancing, and home improvement loans for borrowers including potential homebuyers and property owners. He has considerable experience with loan origination, processing, underwriting, servicing, and loan packaging. He has managed implementation of an array of programs in conjunction with private, public, and other non-profit partners.
7. Yolandra McClinton—Pre-Purchase Team Coordinator has been with NHS for 11years. She manages a team of counselors, developing consumer education course curriculums, outreach plans, and implementation strategies for NLS' education programs. She has experience managing strategic goals for a range of programs and working with an array of funders, including federal, state, and local funding sources. Prior to joining NHS, Yolandra worked as a loan officer and homeownership counselor for Inglewood Neighborhood Housing and as a mortgage specialist for Wells Fargo Home Mortgage.

Budget for First-Time Homebuyer Program Administration and Implementation

a.

Personnel	Activity	# hours/client	$/hour
Educator/counselor	FasTrak Class and counseling	10	$35
Loan Processor	Intake, processing	6	28
Loan Officer	Origination, underwriting, mortgage counseling	8	48
Loan funder/closer	Funding, closing	8	42
Admin Asst	Outreach, back office support	4-6	20

Budget Total: $35,000

NHS estimates it will need to educate 100 clients to reach 10 clients who close on their first home and will outreach to 200 homeowners to reach 10 who will follow through on doing home repair work. Average of 18-24 hours per client to fully intake, originate and process their loan.

Signed by:

Lori R. Gay
President & Chief Executive Officer
Neighborhood Housing Services of Los Angeles County

9/5/19
Date

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WILLDAN

This **AGREEMENT** is entered 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 **WILLDAN** (hereinafter referred to as **"CONSULTANT"**), located at 13191 Crossroads Parkway North, Suite 405, Industry, California, (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, each year the City of Compton receives approximately $2 million in funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), and Home Investment Partnership (HOME); and

WHEREAS, the City of Compton is responsible for ensuring that HOME funds are used in accordance with all program requirements; and

WHEREAS, federal regulations allow participating jurisdictions to enter into a written agreement with sub-recipients ensuring compliance with all applicable federal regulations; and

WHEREAS, the City, acting through its Grant Division, seeks to utilize the services of outside experts to assist in the planning, implementation, and evaluation of HOME programs; and

WHEREAS, the City has determined that there is a need to employ the services of an experienced consultant to provide expertise in the administration and implementation of services to ensure compliance with federal, state and local regulations; and

WHEREAS, Willdan represents 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 _____ 2019, the City Council authorized the City Manager to enter into an agreement with the Consultant to provide the necessary services; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

AGREEMENT:

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

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for administrating and implementing Services for the First Time Homebuyer Program (FTHB) and Home Rehabilitation Program (HRP). More specifically, Consultant shall provide and perform the services explained in Appendix A:

Consultant acknowledges that in entering into this Agreement that the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said services and to the extent not furnished by the City, 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**.**

Consultant's services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant 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 Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

Willdan shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Term of Contract. The term of this Agreement shall be effective as of December 1, 2019, and shall expire on June 30, 2019, or when the below-specified total compensation has been exhausted, whichever occurs first, unless this Agreement is terminated as provided herein.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for the services will be based on a time and material basis, based on the rate schedule reflected in Consultant's **"Proposal,"** which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided by the Consultant pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Ninety-Eight Thousand Five Hundred Dollars ($98,500.00).**

The total price paid the Consultant includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, 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 Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant 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 Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Grants Compliance Manager** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Consultant 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 Consultant'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. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other 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, Consultant 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 Consultant 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 Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant 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 Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant 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 Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

6. Successors, Assignment and Delegation. City and the Consultant 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 Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior

written consent of the City. Any attempted assignment or transfer of any of Consultant'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 Consultant 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. Consultant 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 Consultant 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 Consultant'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. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the City. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and designated 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 caused by the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant 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, its officials, officers, employees, agents and volunteers.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant 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 Consultant or Consultant'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. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***Failure on the part of the Consultant 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. Consultant 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 Consultant'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 Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-indicated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant'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 Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.3 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The

coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance, Consultant 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 insured's"** with respect to liability arising out of the activities of the Consultant. 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, Consultant 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. Consultant, 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 Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant 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. Consultant 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. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant'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 Consultant 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 Consultant 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. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant 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. In the event the Consultant encounters any

conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

17. Termination. In the event of the Consultant'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 Consultant in writing. Consultant 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 Consultant 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 Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City. Consultant 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.

18. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

19. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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.

20. 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.

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

22. 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.

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

24. 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.

25. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant 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.

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

27. 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.

28. 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 Consultant:	**Willdan** **13191 Crossroads Parkway N, Suite 405** **Garden Grove, California 91746** **Attn: Salvador Lopez, Owner** **(562) 908-6200**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Grants Manager** **(310) 761-1406** **(310) 761-1464 – 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.

29. Certifications.

Certifications of Consultant

I, Salvador Lopez, **HEREBY CERTIFY** that I am the Owner, and duly authorized representative of the **Consultant** firm of Wildan Engineering, 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 **Consultant**, 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;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local 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 him/her 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 and dates of action.

[Attach separate page]

The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Willdan, Owner **(Date)**

30. 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, Consultant has executed this Agreement, and the **City**, by its City Manager, who is authorized to do so, has executed this Agreement.

WILLDAN ENGINEERING
Recommended for Approval:

By _____ **Dated:** _____
Salvador Lopez, Jr, Director of Planning

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated:** _____
Dr. Aubrey Relf, Grants Compliance Manager

Approved by:

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

Approved as to form:

By _____ Dated: _____
Damon Brown, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

December 17, 2019

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY MANAGER'S OFFICE 2019-2020 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $76,851 FOR THE 2019 JUSTICE ASSISTANCE GRANT (JAG) AND AMEND THE BUDGET FOR 2016 JAG GRANT BY AN INCREASE OF $34,993**

SUMMARY

This resolution authorizes the City of Compton to accept and appropriate Seventy-Six Thousand, Eight Hundred and Fifty-One ($76,851) Dollars in 2019 JAG grant funding from the Department of Justice (DOJ) and amend the budget for 2016 JAG Grant by an increase of Thirty-Four Thousand, Nine Hundred Ninety-Three (34,993) Dollars.

BACKGROUND

The Justice Assistance Grant (JAG) Program, administered by the Bureau of Justice Assistance (BJA), is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court, prevention and education, graffiti abatement, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives.

The City of Compton plans to utilize JAG funds to augment its current efforts of combatting crime by increasing security services. The City of Compton has seen a significant decrease in violent crimes over the past several years; however, there is still a significant need to further improve the safety, health and well-being of the residents of the community from experiencing violent crimes and reducing violent criminal activity that occurs in public spaces.

The residents of the City have experienced violent crimes and incidents at City parks and facilities due to increased gang violence. The City contracts with the Los Angeles County Sheriff's Department to provide Public Safety services to the residents and businesses within the City. However, the cost of stationing a police officer at each City park would be costs prohibitive and negatively impact the City's annual budget. Similarly, the City does not receive a sufficient allocation of JAG funds to cover the costs of a full-time police officer for each City park or City facility. Consequently, the City is strategically soliciting grantors and other agencies to assist the City with fiscal resources to supplement public safety services in City parks and facilities.

STATEMENT OF THE ISSUE

The City of Compton in collaboration with the Sheriff department is committed to increase safety throughout the City. As a part of this effort, the City has identified the JAG grant program as a strategic fiscal resource that would assist the City's efforts to reduce crime throughout the City. To that effect, the Grants Division prepared and submitted an application for a JAG 2019 Grant on August 23, 2019. Subsequently, the City has been awarded $76,851 from the Department of Justice to continue to enhance its efforts to increase public safety. Additionally, staff performed some research and determined that the City had not expended a 2016 JAG grant award of $84,993; as a result, staff applied to recapture those unspent JAG 2016 Grant funds.

JAG Program

The City Manager is recommending that 2016 and 2019 JAG grant funds are utilized to hire security during park programming hours and large-scale special events that take place within the City. Staff believes the presence of a stationed security officer may prevent and create a deterrent for criminal activity and allow for more expedient and immediate response from law enforcement at city parks and facilities. Thus creating a safe and friendly environment for the community to enjoy.

The current JAG funding will only provide enough revenue to fund one (1) full-time position. Subsequently, staff will identify a City Park with the greatest need for improved public safety. Additionally, the security staff assigned to the park will work peak and seasonal hours. For example, a security presence at the park will be extremely useful during afterschool program hours, summer pool hours, skate park hours, or special event hours, etc.

The City Manager's Office will conduct an RFP process to identify the best company necessary to assist the City with its safety concerns. The City of Compton will closely monitor the performance of the company and perform annual inspections and performance review of the JAG funding in accordance with the grant requirements.

ALTERNATIVES

If the City Council chooses not to accept the grant funds, the City cannot implement the proposed activities unless General Funds or other funding sources were provided.

FISCAL IMPACT

The cost of the proposed activities and administrative staff support will be paid directly from the JAG grant. Currently, there are funds available in the amount of $50,000 for the JAG 2016 Grant in account 1073-540-000-4269. Therefore, staff is requesting that the Fiscal Year 2019-2020 budget be amended as follows:

Increase Revenue in the following Account to amend JAG 2016 funds:

ACCOUNT NO.	DESCRIPTION	AMOUNT
1073-000-000-3565	Other Federal Grants	$34,993

Increase Expenditure in the following Account to amend JAG 2016 funds:

ACCOUNT NO.	DESCRIPTION	AMOUNT
1073-540-000-4269	Other Contract Services	$34,993

On September 24, 2019, the City of Compton was notified of the JAG 2019 Award in the amount of $76,851. The project period for the JAG 2019 funds is three (3) years. The JAG 2019 Award allows 10% of the total award for Grant Administration. With the acceptance of the JAG 2019 Award, the Fiscal Year 2019-2020 budget will need to be amended as follows:

Increase Revenue in the following Account to appropriate JAG 2019 funds:

ACCOUNT NO.	DESCRIPTION	AMOUNT
1079-000-000-3565	Other Federal Grants	$76,851

Increase Expenditures in the following Accounts to appropriate JAG 2019 funds:

ACCOUNT NO.	DESCRIPTION	AMOUNT
1079-540-000-4101	Salaries	$7,552
1079-540-000-4190	Worker's Compensation	$14
1079-540-000-4194	Life Insurance	$8
1079-540-000-4195	Dental Insurance	$35
1079-540-000-4196	Vision Insurance	$13
1079-540-000-4197	Unemployment Insurance	$7
1079-540-000-4198	SDI	$23
1079-540-000-4199	Medicare	$34
1079-540-000-4269	Other Contract Services	$69,165
	TOTAL	**$76,851**

RECOMMENDATION
Staff recommends the City Council approved this resolution accepting the JAG 2016 and 2019 funding from the Department of Justice and adopt the attached resolution, which approves the proposed activities.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY MANAGER'S OFFICE 2019-2020 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE $76,851 FOR THE 2019 JUSTICE ASSISTANCE GRANT (JAG) AND AMEND THE BUDGET FOR 2016 JAG GRANT BY AN INCREASE OF $34,993

WHEREAS, the Justice Assistance Grant (JAG Program) administered by the Bureau of Justice Assistance (BJA) is the leading source of federal justice funding to state and local jurisdictions; and

WHEREAS, the JAG program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement prosecution and court, prevention, and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation and technology improvement, and crime victim and witness initiatives; and

WHEREAS, the cost of the proposed activities as well as grant oversight will be paid directly from the grant; and

WHEREAS, currently, funds in the amount of $50,000 for the JAG 2016 Grant are available in account 1073-540-000-4269; and

WHEREAS, on September 24, 2019, the City of Compton was notified of the JAG 2019 Award in the amount of $76,851; and

WHEREAS, the City has a project period of three years for the JAG 2019 funds.

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

SECTION 1. That the City Council shall accept and appropriate Seventy-Six Thousand, Eight Hundred and Fifty-One ($76,851) Dollars in 2019 JAG grant funding from the Department of Justice (DOJ).

SECTION 2. That the Fiscal Year 2019/2020 budget for 2016 JAG Grant is amended as follows:

Increase Revenue in the following Account to amend 2016 JAG funds:

ACCOUNT NO.	DESCRIPTION	AMOUNT
1073-000-000-3565	Other Federal Grants	$34,993

Increase Expenditure in the following Account to amend 2016 JAG funds:

ACCOUNT NO.	DESCRIPTION	AMOUNT
1073-540-000-4269	Other Contract Services	$34,993

SECTION 3. That with the acceptance of the JAG 2019 Award, the Fiscal Year 2019-2020 budget is amended as follows:

Increase Revenue in the following Account to appropriate JAG 2019 funds:

ACCOUNT NO.	DESCRIPTION	AMOUNT
1079-000-000-3565	Other Federal Grants	$76,851

Increase Expenditures in the following Accounts to appropriate JAG 2019 funds:

ACCOUNT NO.	**DESCRIPTION**	**AMOUNT**
1079-540-000-4101	Salaries	$7,552
1079-540-000-4190	Worker's Compensation	$14
1079-540-000-4194	Life Insurance	$8
1079-540-000-4195	Dental Insurance	$35
1079-540-000-4196	Vision Insurance	$13
1079-540-000-4197	Unemployment Insurance	$7
1079-540-000-4198	SDI	$23
1079-540-000-4199	Medicare	$34
1079-540-000-4269	Other Contract Services	$69,165
	TOTAL	**$76,851**

SECTION 4. That a certified copy of this resolution shall be filed in the offices of the City Clerk, City Manager, Grants Division, City Attorney, and City Controller's Office.

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

ADOPTED this ____ day of _____, 2019.

_____
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 forgoing 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 _____, 2019.

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

December 17, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO APPROVE REPAYMENT TO THE LOCAL HOUSING AUTHORITY'S ADMINISTRATIVE REVENUE ACCOUNT TO RESOLVE AN AUDIT FINDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF THE INSPECTOR GENERAL ($77,542.00)

SUMMARY

Adoption of this resolution will authorize amendments to the Fiscal Year 2019-2020 adopted budget which was approved by the City Council on June 25, 2019 and will resolve the audit finding from U.S. Department of Housing and Urban Development ("HUD") Office of Inspector General ("OIG") for repayment with non-federal funds in the amount Seventy-Seven Thousand Five Hundred Forty-Two Dollars ($77,542.00).

BACKGROUND

The Los Angeles Office of Public Housing referred the Housing Authority to the Office of Inspector General ("OIG") because of deficiencies related to the financial management and procurement of the Compton Housing Choice Voucher Program.

On July 11, 2019, the U.S. Department of Housing and Urban Development ("HUD") Office of Inspector General ("OIG") final audit report was issued. The report outlined the findings of the audit of the Compton Housing Authority's Housing Choice Voucher ("HCV") Program. It was determined in accordance with program requirements that the Compton Housing Authority ("CHA") nor the City of Compton did not provide the necessary supporting documentation to show that a competitive process was used to obtain professional auditing services. In result, the City shall repay the CHA HCV program with non-federal funds in the amount Seventy-Seven Thousand Five Hundred Forty-Two Dollars ($77,542.00).

STATEMENT OF THE ISSUE

The City would like to proceed with resolving the audit finding as requested by HUD for the City of Compton to repay the Compton Housing Authority Housing Choice Voucher Program Administrative Revenue Account in the amount of $77,542 from non-federal funds. The City will provide a copy of the bank statement that shows the transfer made to the CHA HCV Program account. The deadline for funds to be reimbursed is December 30, 2019.

FINANCIAL IMPACT

A wire transfer from the City's General Checking account will be made to the Compton Housing Authority Administrative Fees bank account in the amount of $77,542.00. The transfer will be reflected in account number 2820-000-000-1053 and in the corresponding monthly bank statement and will satisfy the corrective action.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution authorizing the amendment of the 2019-2020 Fiscal Year Budget and the repayment to the Local Housing Authority's Administrative Revenue Account to resolve an audit finding from, the U.S. Department of Housing and Urban Development, Office of Inspector General.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO APPROVE REPAYMENT TO THE LOCAL HOUSING AUTHORITY'S ADMINISTRATIVE REVENUE ACCOUNT TO RESOLVE AN AUDIT FINDING FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF THE INSPECTOR GENERAL ($77,542.00)

WHEREAS, the Los Angeles Office of Public Housing referred the Authority to the Office of Inspector General (OIG) because of deficiencies related to the financial management and procurement of the Housing Choice Voucher Program; and

WHEREAS, on July 11, 2019, the U.S. Department of Housing and Urban Development ("HUD") Office of Inspector General ("OIG") final audit report was issued. The report outlined the findings of the audit of the Compton Housing Authority's Housing Choice Voucher ("HCV") Program; and

WHEREAS, it was determined in accordance with program requirements that the Compton Housing Authority ("CHA") nor the City of Compton did not provide the necessary supporting documentation to show that a competitive process was used to obtain professional auditing services; and

WHEREAS, in result, the City shall repay the CHA HCV program with non-federal funds in the amount Seventy-Seven Thousand Five Hundred Forty-Two Dollars ($77,542.00); and

WHEREAS, the City would like to resolve the audit finding as requested by HUD for the City of Compton to repay the Compton Housing Authority Housing Choice Voucher Program Administrative Fee Revenue Account in the amount of $77,542 from non-federal funds; and

WHEREAS, the City will provide a copy of the bank statement that shows the deposit made to the CHA HCV Program account; and

WHEREAS, the deadline for funds to be reimbursed is December 30, 2019; and

WHEREAS, to reimburse the CHA for this expenditure funds must be transferred from the General Checking to the CHA account.

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

Section 1. That the City Manager is authorized to approve the wire transfer payment from the General Checking into account number 2820-000-000-1053, the Compton Housing Authority Administrative Fee Revenue Account, in the amount of Seventy-Seven Thousand Five Hundred Forty-Two Dollars ($77,542.00).

Section 2. That a certified copy of this Resolution be filed in the offices of the City Manager, the City Controller, the City Clerk, City Attorney, and the Local Housing Authority

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

ADOPTED this _____ day of _____, 2019.

_____
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, Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Commission, signed by the Chairman, and attested by the Clerk at a regular meeting thereof held on the _____day of _____, 2019.

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

December 17, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WEST SITE ENGINEERING FOR ENGINEER DESIGN SERVICES FOR THE COMPTON-CARSON REGIONAL SAFE BICYCLING AND WAYFINDING PROJECT AND ESTABLISH A PURCHASE ORDER FOR WEST SITE IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND TWENTY DOLLARS ($77,020)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a professional services agreement with West Site Engineering ("West Site") for engineer design services for the Compton-Carson Regional Safe Bicycling and Wayfinding Project, and establish a purchase order for West Site in the amount of Seventy-Seven Thousand Twenty Dollars ($77,020.00).

BACKGROUND

The Compton-Carson Regional Bicycling and Wayfinding Project was awarded State Active Transportation (ATP) funding in its third cycle (Cycle 3) on March 16, 2016, and was further augmented in its scheduling via the State's ATP Project Augmentation process in 2017, as the State sought to provide a clearing-house for projects thought to be more shovel-ready.

The professional services being requested with West Site is for engineering design services only, given that the project itself encompasses all of the other larger and integral components of both the design and construction. For example, the project includes more than 30-miles of bicycle paths, lanes and sharrows (shared-use arrows or Class III Bicycle Facilities) within the bike accessibility networks of the cities of Compton and Carson along the streets of Wilmington Avenue, Carson Street, 213th Street, Willowbrook Avenue, Walnut Street, Artesia Boulevard, Santa Fe Avenue, Del Amo Boulevard, Main Street, and Compton Boulevard. Project elements include Class I, II, and III bike lane improvements including paths, striping, bike sharrows, directional painted green lines at select locations, and wayfinding signage along the streets of Compton and Carson.

The project corridors provide for safer means of commuting and recreational purposes using active transportation by installing these bicycle facilities to improve bicycle visibility and safety, thereby reducing collisions.

The project schedule for design is estimated to be six (6) months, with design to be 100% complete by March 2020, which will allow the City to adhere to grant funding guidelines and requirements.

The project was advertised for bid on September 20, 2019 with a bid submittal deadline of October 17, 2019. The City received five (5) proposals. Of the five (5) companies that were solicited, three (3) declined to bid on the project, one bidder was late, and only one (1) bidder submitted on time. Below is a list of the bids received:

Contractors	**Amount**
Evan Brooks Associates	Declined to bid
Iteris Engineering	Declined to bid
Traffic Design, Inc	Declined to bid
West Site Engineering	$77,020.00
W.G. Zimmerman Engineering	Late Bid

Based upon the bid received and review of submitted bid documents, it has been determined that West Site submitted the lowest responsive bid. Accordingly, staff recommends the City Council award the construction contract to West Site in the amount of $77,020.00.

STATEMENT OF THE ISSUE

West Site proposed completing pre-design work, including data gathering and field walks, review of existing as-built drawings, kick-off meetings with the City project managers, and development of construction plans and specifications for the following locations:

- **North Wilmington Avenue –** South 105 Freeway to North City Limits (Class II Bike Lane)
- **Wilmington Avenue –** Rosecrans Avenue to South City Limits (Class II Bike Lane)
- **South Willowbrook Avenue –** Compton Boulevard to Greenleaf Boulevard (Class II Bike Lane)
- **East Walnut Street –** Wilmington Avenue to North Acacia Court (Class II Bike Lane)
- **South Acacia Court –** Walnut Street to Santa Fe Avenue (Class II Bike Lane)
- **Del Amo Boulevard –** Compton Creek to Los Angeles River (Class II Bike Lane)
- **South Wilmington Avenue –** East Del Amo Boulevard to East Carson Street (Class II Bike Lane)

- **East 213th Avenue –** Chico Street to South Wilmington Avenue (Class II Bike Lane)
- **East Carson Street –** South Perry Street to South Wilmington Avenue (Class II Bike Lane)
- **South Main Street –** MLK Jr Street to Dominguez Channel (Class II Bike Lane)
- **South Wilmington Avenue –** South City Limits to East Burgrove Street (Class III Bike Lane)
- **East Del Amo Boulevard** – South Wilmington Avenue to Compton Creek (Class III Bike Lane)
- **South Avalon Boulevard** – East Del Amo Boulevard to East Carson Street (Class III Bike Lane)
- **East Carson Street** – South Avalon Boulevard to South Perry Street (Class III Bike Lane)

In order to authorize the City Manager to enter into a professional services agreement and issue a purchase order for West Site, City Council's authorization is necessary.

FISCAL IMPACT

Funds for this expenditure ($77,200 design and engineering costs) are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 1900-710-000-4262.

ALTERNATIVE

Council can reject all bids and instruct staff to re-advertise, however, due to time restrictions that exist (a requirement that construction funds be authorized by the State no later than March 2020), it is likely that doing so will jeopardize the funding for this project. As such, no other alternative is being proposed at this time.

RECOMMENDATION

That the City Council adopts the attached Resolution.

CRAIG J. CORNWELL
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 AGREEMENT WITH WEST SITE ENGINEERING FOR ENGINEER DESIGN SERVICES FOR THE COMPTON-CARSON REGIONAL SAFE BICYCLING AND WAYFINDING PROJECT AND ESTABLISH A PURCHASE ORDER FOR WEST SITE IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND TWENTY DOLLARS ($77,020)

WHEREAS, the Compton-Carson Regional Bicycling and Wayfinding Project was awarded State Active Transportation (ATP) funding in its third cycle (Cycle 3) on March 16, 2016, and was further augmented in its scheduling via the State's ATP Project Augmentation process in 2017, as the State sought to provide a clearing-house for projects thought to be more shovel-ready; and

WHEREAS, the professional services being requested with West Site is for engineering design services only, given that the project itself encompasses all of the other larger and integral components of both the design and construction; and

WHEREAS, the project includes more than 30-miles of bicycle paths, lanes and sharrows (shared-use arrows or Class III Bicycle Facilities) within the bike accessibility networks of the cities of Compton and Carson along the streets of Wilmington Avenue, Carson Street, 213th Street, Willowbrook Avenue, Walnut Street, Artesia Boulevard, Santa Fe Avenue, Del Amo Boulevard, Main Street, and Compton Boulevard; and

WHEREAS, project elements include Class I, II, and III bike lane improvements including paths, striping, bike sharrows, directional painted green lines at select locations, and wayfinding signage along the streets of Compton and Carson; and

WHEREAS, the project corridors provide for safer means of commuting and recreational purposes using active transportation by installing these bicycle facilities to improve bicycle visibility and safety, thereby reducing collisions; and

WHEREAS, the project schedule for design is estimated to be six (6) months, with design to be 100% complete by March 2020, which will allow the City to adhere to grant funding guidelines and requirements; and

WHEREAS, the project was advertised for bid on September 20, 2019 with a bid submittal deadline of October 17, 2019; and

WHEREAS, the City received five (5) proposals and of the five (5) companies that were solicited, three (3) declined to bid on the project, one bidder was late, and only one (1) bidder submitted on time. Below is a list of the bids received:

Contractors	**Amount**
Evan Brooks Associates	Declined to bid
Iteris Engineering	Declined to bid
Traffic Design, Inc	Declined to bid
West Site Engineering	$77,020.00
W.G. Zimmerman Engineering	Late Bid; and

WHEREAS, based upon the bid received and review of submitted bid documents, it has been determined that West Site submitted the lowest responsive bid and accordingly, staff recommends the City Council award the construction contract to West Site in the amount of $77,020.00.

WHEREAS, funds for this expenditure ($77,200 design and engineering costs) are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 1900-710-000-4262; and

WHEREAS, in order to authorize the City Manager to enter into a professional services agreement and establish a purchase order for West Site Engineering, 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 bid of West Site Engineering in the amount of Seventy-Seven Thousand Twenty Dollars ($77,020.00) be accepted and all other bids rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with West Site Engineering to provide specified design engineering services for the Compton-Carson Regional Safe Bicycling and Wayfinding Project.

SECTION 3. That a purchase order in an amount of $77,020.00 is authorized to be established for West Site Engineering for services to be rendered pursuant to the Compton-Carson Regional Safe Bicycling and Wayfinding Project.

SECTION 4. That funds for this expenditure in the total amount of $77,020.00 are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 1900-710-000-4262.

SECTION 5. 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 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2019.

_____
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 _____, 2019.

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 NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WEST SITE ENGINEERING FOR ENGINEER DESIGN SERVICES FOR THE COMPTON-CARSON REGIONAL SAFE BICYCLING AND WAYFINDING PROJECT AND ESTABLISH A PURCHASE ORDER FOR WEST SITE IN THE AMOUNT OF SEVENTY-SEVEN THOUSAND TWENTY DOLLARS ($77,020).

WHEREAS, the Compton-Carson Regional Bicycling and Wayfinding Project was awarded State Active Transportation (ATP) funding in its third cycle (Cycle 3) on March 16, 2016, and was further augmented in its scheduling via the State's ATP Project Augmentation process in 2017, as the State sought to provide a clearing-house for projects thought to be more shovel-ready; and

WHEREAS, the professional services being requested with West Site is for engineering design services only, given that the project itself encompasses all of the other larger and integral components of both the design and construction; and

WHEREAS, the project includes more than 30-miles of bicycle paths, lanes and sharrows (shared-use arrows or Class III Bicycle Facilities) within the bike accessibility networks of the cities of Compton and Carson along the streets of Wilmington Avenue, Carson Street, 213th Street, Willowbrook Avenue, Walnut Street, Artesia Boulevard, Santa Fe Avenue, Del Amo Boulevard, Main Street, and Compton Boulevard; and

WHEREAS, project elements include Class I, II, and III bike lane improvements including paths, striping, bike sharrows, directional painted green lines at select locations, and wayfinding signage along the streets of Compton and Carson; and

WHEREAS, the project corridors provide for safer means of commuting and recreational purposes using active transportation by installing these bicycle facilities to improve bicycle visibility and safety, thereby reducing collisions; and

WHEREAS, the project schedule for design is estimated to be six (6) months, with design to be 100% complete by March 2020, which will allow the City to adhere to grant funding guidelines and requirements; and

WHEREAS, the project was advertised for bid on September 20, 2019 with a bid submittal deadline of October 17, 2019; and

WHEREAS, the City received five (5) proposals and of the five (5) companies that were solicited, three (3) declined to bid on the project, one bidder was late, and only one (1) bidder submitted on time. Below is a list of the bids received:

Contractors	**Amount**
Evan Brooks Associates	Declined to bid
Iteris Engineering	Declined to bid
Traffic Design, Inc	Declined to bid
West Site Engineering	$77,020.00
W.G. Zimmerman Engineering	Late Bid; and

WHEREAS, based upon the bid received and review of submitted bid documents, it has been determined that West Site submitted the lowest responsive bid and accordingly, staff recommends the City Council award the construction contract to West Site in the amount of $77,020.00.

WHEREAS, funds for this expenditure ($77,200 design and engineering costs) are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 1900-710-000-4262; and

WHEREAS, in order to authorize the City Manager to enter into a professional services agreement and establish a purchase order for West Site Engineering, 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 bid of West Site Engineering in the amount of Seventy-Seven Thousand Twenty Dollars ($77,020.00) be accepted and all other bids rejected.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with West Site Engineering to provide specified design engineering services for the Compton-Carson Regional Safe Bicycling and Wayfinding Project.

SECTION 3. That a purchase order in an amount of $77,020.00 is authorized to be established for West Site Engineering for services to be rendered pursuant to the Compton-Carson Regional Safe Bicycling and Wayfinding Project.

SECTION 4. That funds for this expenditure in the total amount of $77,020.00 are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 1900-710-000-4262.

SECTION 5. 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 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2019.

_____
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 _____, 2019.

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

REQUEST FOR PROPOSAL

Planning . E

WEST SITE ENGINEERING
Consultant Civil Engineers

ENGINEERING DESIGN SERVICES
FOR
Compton-Carson Regional Safe Bicycling and Wayfinding

949) 305-0016 Tel
(949) 597-8586 Fax
www.westsiteengineering.com
1 Odessa Foothill Ranch, CA 92610

WEST SITE ENGINEERING
Consultant Civil Engineers

October 16, 2019

City of Compton Public Works Department
205 South Willowbrook Avenue
Compton, CA 90220

Project: Request for Proposals For Compton-Carson Regional Safe Bicycling and Wayfinding

Mr. John,

West Site Enigneering, Inc. is pleased to present our proposal for the above-referenced services and is eager to work with the City of Compton.

We are confident that we can provide the City with excellent service that will address all the requirements and issues surrounding any given project in a cost-effective and timely manner.

Our proposal is valid for ninety (90) days .

We thank you for this opportunity to demonstrate our capabilities and look forward to establishing a great relationship with the City of Compton.

Sabry S. Abdelmalik, P.E,
President
Contact Person, for nogotiate the contract and clarification

West Site Engineering, Inc.
1 Odessa, Foothill Ranch, Ca 92610
Tel: (949) 305-0016
Fax: (949) 597-8586
Direct Tel: (949) 293-9052
sabry@westsiteengineering.com

WEST SITE ENGINEERING
Consultant Civil Engineers

Firm Qualifications

West Site Engineering, Inc
S-California Corporation
Type of Business: Consultant Planning and Civil Engineering
State of California Secretary State # C3023973
Tax ID # 26 1120551
Date of Incorporation 9/19/2007

West Site Engineering, Inc. is a Consulting Civil Engineering Firm that has built a highly reputable name among its clients due to the quality of work we provide. Our range of engineering services includes:

Site and Civil Engineering

Rough and Precise Grading Plans
Water and Storm Drain Design, Hydrology Maps
Water Management Design
Sanitary Sewer System Study and Design
Street Improvement Plans
Public Works Permits
Local Streets and Roadway Design
Commercial and Industrial Development
Street Lighting
Cost Estimates
Retaining Wall Design

Traffic and Transportation Planning

Traffic Improvement Plans
Parking Facilities
Traffic Control Plans
Signing and Striping

Surveying and Mapping

Topographic Survey
Final Tract/Parcel Maps

Land Development

Subdivision/Master-Planned Communities
Commercial and Industrial Development

Governmental Permit Processing

Support Services to Coordinate and Process Permits through Governmental Agencies.

Construction Management

Contract Administration and Construction Inspection for Public and Private Projects.
Labor Compliance

Plan Checker Services for the Cities

Counties, Cities, Airports and Private Sectors.

Experience with Similar Work and References

1- CITY OF SAN FERNANADO, CALIFORNIA - Safe Route to School Design Project

Project Includes:

- Study and suggest solutions to safety problems of 29 intersections surrounding school areas
- Field survey work for design purpose
- New Bulbout curbs with ADA ramps
- New divided islands
- New warning signs and devices
- New striping and high-visibility crosswalks
- Installation of Countdown signals to walk and Audible pedestrian signals
- Engineering cost estimate and preparation of bid documents

Reference Information:
Chris Marcarello, Deputy City Manager
Public Works Director
Tel (818) 898-1237
cmarcarello@sfcity.org

Patsy Orozco, Civil Engineering Assistant II
Tel (818) 898-1222
PAOrozco2@sfcity.org

Date services performed: February, 2016

2- CITY OF BALDWIN PARK, CALIFORNIA- Realignment of Pacific and Maine Ave from Los Angeles St. North to Ardilla Ave South.

Project includes:

- New Bike Lane

- New on street Car Parking
- New Two- way left turn proposed median
- New Striping

Reference Information:

David H.P. Lopez, Associate Engineer
Tel: (626) 960-4011 ext. 458
DLopez@baldwinpark.com

Date services performed: June 2015

3- CITY OF BALDWIN PARK, CALIFORNIA- Pacific Avenue and Maine Avenue Street Improvements

Project includes:

- Widening at Maine Avenue and Ramona Boulevard
- Roadway widening at the northern end of Maine Ave. will be provided to accommodate a second left turn lane for northbound Maine Avenue/Pacific Avenue vehicles and bicyclists turning onto westbound Ramona Boulevard
- New Traffic Signal
- A major component of the Project includes the installation of a new traffic signal at the intersection of Pacific Avenue and Bogart Avenue.
- Raised Concrete Median
- The Project includes installation of raised concrete median to separate north and south bound vehicles from turning vehicles.
- Pedestrian and ADA Safety
- The Project includes improved sidewalks and handicap ADA ramps.
- Street Lighting
- The Project includes street lighting along Pacific Avenue for improved nighttime visibility.
- Roadway Resurfacing and Reconstruction
- The Project includes roadway resurfacing with an asphalt concrete overlay and asphalt pavement.

Reference Information:

David H.P. Lopez, Associate Engineer
Tel: (626) 960-4011 ext. 458
DLopez@baldwinpark.com

Date services performed: August 2013

4- FLOOD MITIGATION DESIGN AT LAGUNA WOODS VILLAGE-CITY OF LAGUNA WOODS

This project includes Flood Mitigation design of four locations at Laguna woods Village. The scope of this project was preparing the bid documents (PS&E), Hydraulic reports and Construction details for CDS 371, CD 221, CD 222 and CDS 378.
Cost of project $400,000
Client's name; Third Laguna Hills Mutual, Laguna Woods, CA
Address; Laguna Woods Village, City of Laguna Woods

Reference Information:
Gary Gates, CBO, Building Official, City of Laguna Woods
Tel: (949) 639-052
ggates@lagunawoodscity.org

Laguna Woods Village
Alberto Garcia, Engineering Analyst
Tel: (949) 268-2356
alberto.garcia@pcm-inc.org

Date services performed: 2012

KEY PERSONNEL

SABRY ABDELMALIK, PE

Project Manager

Qualifications and Education:
Cairo University - Cairo, Egypt
Bachelor's Degree of Civil Engineering (June 1972)
FAA Academy - Oklahoma City, Oklahoma
Airport Engineering

Registration:
California License of Professional Civil Engineers, #C 60522
Texas License of Professional Civil Engineers, #92501
General Engineering Contractor, License # 728343, State of California

Experience:
Mr. Abdelmalik has more than 35 years of experience and has participated on numerous multi-disciplinary teams dealing with the planning and development of civil engineering, urban and rural development, and public works projects. He has designed numerous street and highway,

grading, storm drain, hydrology, water, and sewer improvement projects. His involvement varied from a senior design engineer to project manager responsible for the entire project design and coordination. Many of these projects included coordination and review of the traffic improvement design, such as traffic signal, street lighting, channelization and traffic control/detour, as part of the contract plans. Since 2007, Mr. Abdelmalik has established West Site Engineering and serves as the principal-in-charge and project manager.

MARIAM ATHANASIUS, PE

Civil Engineer

Qualifications and Education
B.S., Civil Engineering, June 2008; Dean's Honor List
University of California, Irvine

Registration
CA Licensed Professional Engineer (P.E. Civil)

Experience
Mrs. Athanasius has over 7 years of experience in the civil engineering and traffic fields. Mrs. Athanasius has worked on various types of projects, including Traffic Handling, Stage Construction, Signing and Striping, Traffic Signal, Street Lighting, Roadway Design Plans, Street Rehabilitation, Sewer and Storm Drain projects for various cities in Southern California, as well as for Agencies such a Caltrans, Metro, and LADOT. She is proficient in both AutoCAD and Micro station, and plays a key role in projects. Mrs. Athanasius is familiar with code requirements found in Caltrans Standard Plans and Standard Specs, MUTCD, Highway Design Manual, Standard Plans for Public Work Construction 'Greenbook', Bureau of Street Lighting 'Blue Book', and ADA.

Understanding and Approach

Bicycle Lane Widths and Construction Standards

Bicycle lanes serve the needs of all types of cyclists in urban and suburban areas, providing them with their own travel lane on the street surface. The minimum width of a bike lane should be 1.5 meters (5 feet) against a curb or adjacent to a parking lane. On streets where the bike lane is adjacent to the curb and the curb includes a 1-foot to 2-foot gutter pan, bike lanes should be a minimum of 4 feet wide (width does not include the gutter pan, since bicyclists are typically unable to use this space).

Since bicyclists usually tend to ride a distance of 0.8 meters to 1.1 meters (2.5 feet to 3.5 feet) from the curb face, it is very important that the pavement surface in this zone be smooth and free of structures. Drain inlets and manholes that extend into this area cause bicyclists to swerve, having the effect of reducing the usable width of the lane. Where these structures exist and the surface cannot be made smooth, bike lane width should be adjusted accordingly. Regular maintenance is critical for bike lanes.

Unmarked Lanes

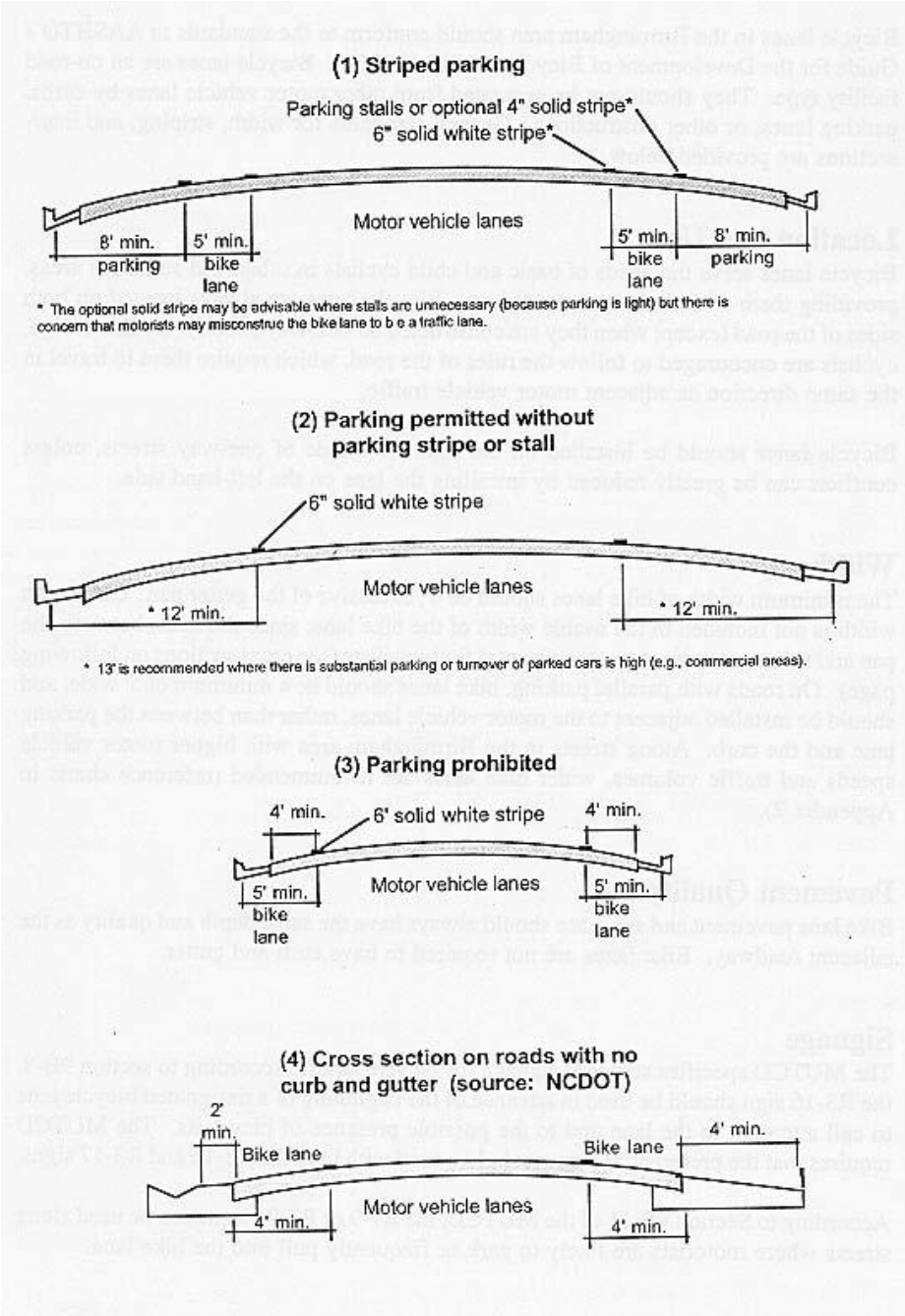
Where the minimum widths listed above cannot be met, it may be possible to provide an unmarked lane. Studies have shown that the bicyclist's perceived level of comfort is higher when a striped area is provided; therefore, this method can raise the bicycle level of service for the street. An unmarked lane is a striped area of 0.6 m (2 ft) wide or more that contains no markings or signing that would denote it as a bike lane. "Share the Road" signs may be used to caution motorists to be alert for bicyclists.

It is important to recognize that this is a temporary solution. Particularly on busy streets, narrow unmarked lanes will not adequately serve the needs of the majority of bicyclists.

Location Within the Street Cross-Section

Bicycle lanes are always located on both sides of the road on two-way streets. Since bicyclists must periodically merge with motor vehicle traffic, bike lanes should not be separated from other motor vehicle lanes by curbs, parking lanes, or other obstructions. Two-way bike lanes on one side of two-way streetscreate hazardous conditions for bicyclists and are not recommended.

On one-way streets, bicycle lanes should be installed on the right-hand side, unless conflicts can be greatly reduced by installing the lane on the left-hand side. Left-side bicycle lanes on one-way streets may also be considered where there are frequent bus or trolley stops, unusually high numbers of rightturning motor vehicles, or if there is a significant number



Contra-Flow Bike Lanes

Contra-flow bike lanes on a one-way street are not usually recommended. They may encourage cyclists to ride against traffic, which is contrary to the rules of the road and a leading cause of bicycle/ motor vehicle crashes.

There are, however, special circumstances when this design may be advantageous:

• A contra-flow bike lane provides a substantial savings in out-of-direction travel.
• The contra-flow bike lane provides direct access to highuse destinations.
• Improved safety be cause of reduced conflicts on the longer route.
• There are few intersecting driveways, alleys, or streets on the side of the contra-flow lane.
• Bicyclists can safely and conveniently re-enter the traffic stream at either end of the section.
• A substantial number of cyclists are already using the street.
• There is sufficient street width to accommodate a bike

A contra-flow bike lane may also be appropriate on a one-way residential street recently converted from a two-way street (especially where this change was made to calm traffic).

For a contra-flow bike lane to function well, these special features should be incorporated into the design:

• The contra-flow bike lane must be placed on the right side of the street (to motorists' left) and must be separated from oncoming traffic by a double yellow line. This indicates that the bicyclists are riding on the street legally, in a dedicated travel lane.
• Any intersecting alleys, major driveways, and streets must have signs indicating to motorists that they should expect two-way bicycle traffic.
• Existing traffic signals should be fitted with special signals for bicyclists; this can be achieved with either loop detectors or push buttons (these should be easily reached by bicyclists without having to dismount).

Note: Under no circumstances should a contra-flow bike lane be installed on a two-way street, even where the travel lanes are separated by a raised median.

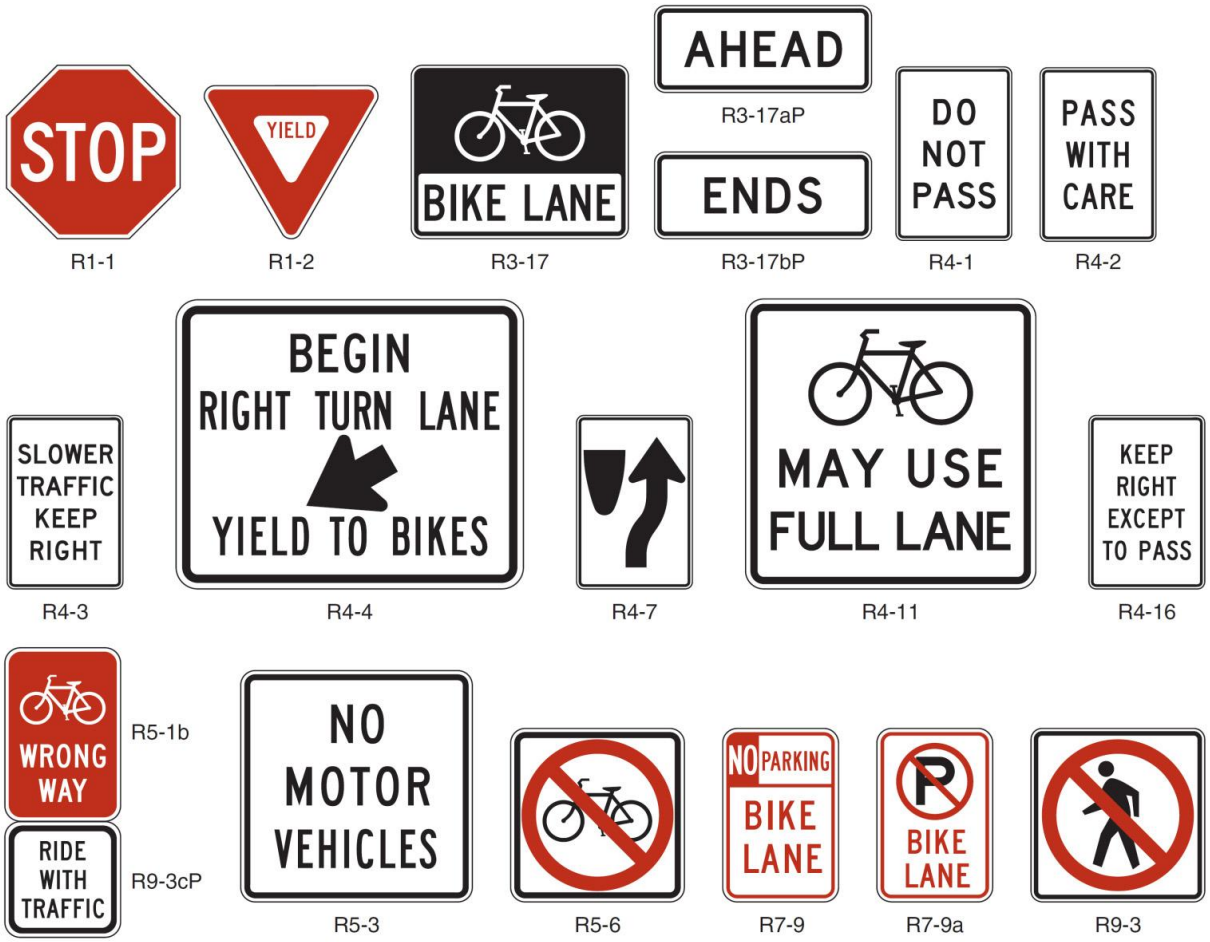
Bike Lane Pavement Markings

The Manual on Uniform Traffic Control Devices (MUTCD) section 9C addresses standard bike lane markings. The stripe between the bicycle lane and the adjacent motor vehicle lane should be a 100-millimeter (4 inch) wide white line (minimum width). Six- to eight-inch-wide lines provide an even clearer division of space, and are highly recommended.
Where parking is allowed next to a bike lane, the parking area should be defined by parking space markings or a solid 100 millimeter (4 inch) wide stripe.Care should be taken to use pavement striping that is durable, yet skidresistant.
Reflectors and raised markings in bike lanes can deflect a bicycle wheel, causing a bicyclist to lose control. If reflective pavement markers are needed for motorists, they should be installed on the motorist's side of the stripe.

Bike Lane Signing

The Manual on Uniform Traffic Control Devices (MUTCD) section 9B addresses standard bike lane signing. According to section 9B-8, the R3-16 sign should be used in advance of the beginning of a designated bicycle lane to call attention to the lane and to the possible presence of bicyclists. In locations where bicycle lanes are ending, the same R3-16 sign should be used, with the word ENDS substituting for the word AHEAD. The R7-9 or R7-9a signs should be used along streets where motorists are likely to park or frequently pull into the bike lane.

Figure 9B-2. Regulatory Signs and Plaques for Bicycle Facilities



The goal of our design will be to provide cost-effective, value engineering with minimal impacts to the surrounding community.

The steps of our design process will be as follows:

1-Data Gathering and Field Walk

Upon meeting with city staff to discuss design approach and project requirements, we will collect necessary data and field walk a project site in order to confirm design elements.

2- Preparation of complete base Plans

West site Engineering will prepare the base plan per project information according to AutCad files which will be submitted by the Cities using the most recent Autodesk program .Our Engineer will collect all impact information from the County and the City. The conceptual design of the Bic Lanes will be discussed with the Agency staff to get the final scope of the work to be designed at the final design.

Quality Assurance/Quality Control- In order to ensure deliverables are free of error, we will implement a comprehensive quality control program that ensures all plans and calculations are checked numerous times before any submittal, Also, West Site will correct overlooked material at no additional cost to the City.

3- Preparation of complete itemized of specification, Bid Documents and cost estimate

After we get the final approval from the City Staff, West Site Engineering will submit the Specification, Bid Documents and cost estimate of the projects per City Formate in Microsoft word document format and Excel format.

DELIVERABLES

West Site Engineering agreed to provide the City with required documents per RFP page 7, item No. 5

ASSUMPTIONS

1-We assume that the City will make following items available to our office for use in preparing the design plans:

- Base maps in AutoCAD format for each location.
- Applicable City Standard Plans and Bid Documents.

2- We assume that preparing the Traffic Control plans will be at the contractor resposibility.
3- The City will be resposible for the Construction Management of the project.

POTENTIAL RISKS THAT COULD DELAY THE PROJECT

Traffic volume of each segment my causes the contractor to work at night, after the peak hours, or at the week ends.

EXPECTED RESOURCES FROM THE CITY TO PROVIDE

1-The City will provide all the As Built drawings of the streets improvement in AutoCad files.
2- Specifications and Bid Documents template per City standard.

COST PROPOSAL

See attachment

Cost Proposal

City of Compton- Carson

Regional Safe Bicycling and Wayfinding Project

WEST SITE ENGINEERING
Consultant Civil Engineers

10/16/2010

DESCRIPTION OF TASK	Three persons crew $ 180.00	Principal Engineer/Project Manager $ 100.00	Register Engineer/ Senior Engineer $ 90.00	Assistant level Design Engineer $ 70.00	Draftsperson / Technician $ 40.00	Survey Analyst $ 80.00	Construction Management/ CM $120.00	Construction Management/ Inspector $ 70.00	Notes	Subtotal By Task
I- Pre-Design Preparation Phase										
Data gathering and field walk				20	20					$ 2,200
Review the existing As Built drawings				20	20					$ 2,200
Meeting with the Client		8	8							$ 1,520
II-Construction Plans and Specification										
1. North Wilmington Ave -- From South 105 Freeway to North City's Limit			20	20	40					$ 4,800
2. Wilmington Ave -- Rosecrans Ave to South City's Limit			20	20	40					$ 4,800
3. East Compton Blvd -- From Wilmington Ave to North Willowbrook Ave			20	20	40					$ 4,800
4. South Willowbrook Ave -- From Compton Blvd to Greenleaf Blvd			20	20	40					$ 4,800
5. East Walnut St -- From Wilmington Ave to North Acacia Ct			20	20	40					$ 4,800
6. South Acacia Ct -- From Walnut St to Artesia Blvd			20	20	40					$ 4,800
7. East Artesia Blvd -- From South Acacia Ct to Santa Fe Ave			20	20	40					$ 4,800
8. Del Amo Blvd -- Compton Creek to Los Angeles River			20	30	40					$ 5,500
9. South Wilmington Ave -- East Del Amo Blvd to East carson St			20	20	20					$ 4,000
10. East 213th St -- Chico St to South Wilmington Ave			20	20	20					$ 4,000
11. East carson St -- South Perry St to South Wilmington Ave			20	20	20					$ 4,000
12. South Main St -- M.L.K. Jr. St to Dominguez Channel			20	20	20					$ 4,000
13. South Wilmington Ave -- South City's limit to E Burgrove St (Class III Bike Lane)			20	20	20					$ 4,000
14. East Del Amo Blvd -- South Wilmington Ave to Compton Creek (Class III Bike Lane)			20	20	20					$ 4,000
15. South Avalon Blvd -- East Del Amo Blvd to East carson St (Class III Bike lane)			20	20	20					$ 4,000
16. East carson St -- South Avalon Blvd to S Perry St (Class III Bike Lane)			20	20	20					$ 4,000
										$ 77,020

NOTES:

1- City of Compton and Carson to provide As Built AutoCAD or PDF files for all the streets showing existing striping.
2- All the sheets will be 24X36, scale 1"=40'.
3- The Cities will provide Specification and Bid Documents template in words format.
4- All the sharing Bike areas (Class III) will be at Google photos.
5- Our office can expedite work for 2 months up to January 2020.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WEST SITE ENGINEERING

This **AGREEMENT** is entered 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 **WEST SITE ENGINEERING** (hereinafter referred to as **"CONSULTANT"**), located at 1 Odessa, Foothill Ranch, CA 92610.

RECITALS:

WHEREAS, the City was awarded construction-only funding via the 2016 State of California Department of Transportation (Caltrans) ATP Cycle 3.This Project encompasses the design and construction of more than 30 miles of bicycle paths, lanes and sharrows within the bike accessibility networks of the cities of Compton and Carson along the streets of Wilmington Avenue, Carson Street, 213th Street, Willowbrook Avenue, Walnut Street, Artesia Boulevard, Santa Fe Avenue, Del Amo Boulevard, Main Street, and Compton Boulevard. Project elements include Class II and III bike lane improvements including paths, striping, bike sharrows, directional painted green lines at select locations, and wayfinding signage along the streets of Compton and Carson.

WHEREAS, The State's new Active Transportation Program (ATP) was established by the passage of SB99 and AB101 in 2013. The program provides funding for projects that encourage the increased use of active transportation modes including bicycling and walking. Funds for eligible active-transportation projects are programmed through a single bi-annual competitive funding cycle; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Design Engineer for this Project and be responsible to provide design and engineering services for the Compton-Carson Regional Safe Bicycling and Wayfinding Project, including design support services during construction; and

WHEREAS, by Resolution No._____, adopted on the ____th day of _____, 2019, the City Council authorized the City Manager to accept the proposal of the Consultant (West Site Engineering) and enter into a contract to provide the necessary services; and

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

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional design and engineering services for the preparation of preliminary design and the final PS&E (plans, specifications and estimates) bid package including design support services during construction for the Compton-Carson Regional Safe Bicycling and Wayfinding Project. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

The Compton-Carson Regional Safe Bicycling and Wayfinding Improvement Service is a bike lane gap closure and bicycle system improvement project aimed to address connectivity between the two cities and eliminate confusion of cyclists seeking to ride the Metro lines. The detailed project map is attached. The proposed steps of the project include the following:

Proposed Class II Bike Lane Locations

- North Wilmington Ave --South 105 Freeway to North City's Limit
- Wilmington Ave -- Rosecrans Ave to South City's Limit
- East Compton Blvd -- Wilmington Ave to North Willowbrook Ave
- South Willowbrook Ave -- Compton Blvd to Greenleaf Blvd
- East Walnut St -- South Wilmington Ave to North Acacia Ct
- South Acacia Ct -- Walnut St to West Artesia Blvd
- East Artesia Blvd -- South Acacia Ct to Santa Fe Ave
- Del Amo Blvd -- Compton Creek to Los Angeles River
- South Wilmington Ave -- East Del Amo Blvd to East Carson St
- East 213th St -- Chico St to South Wilmington Ave
- East Carson St -- South Perry St to South Wilmington Ave
- South Main St -- M.L.K. Jr. St to Dominguez Channel

Proposed Class III Bike Route Locations – Add bike sharrows stencils

- South Wilmington Ave -- South City's limit to E Burgrove St
- East Del Amo Blvd -- South Wilmington Ave to Compton Creek
- South Avalon Blvd -- East Del Amo Blvd to East arson St
- East Carson St -- South Avalon Blvd to S Perry St\

Draft Deliverables – the consultant shall provide 30/60/90 percent engineering design plan of proposed bicycle lane striping, bicycle sharrow stenciling, and travel lane striping adjustments, including locations for wayfinding signage. The City will provide written comments to the consultant at each of these levels as to the engineering design drawings. Each phase will include no more than two review and comments of the submitted design plans.

Final Deliverables – the consultant shall provide 3 sets of the final construction documents, including design plans, specifications and engineers cost estimates. The final documents shall also be provided in digital format, AutoCAD, MS Word, Excel as needed.

As more fully specified and described in the City's **"Request for Proposal to provide Engineering Design Services for Compton-Carson Regional Safe Bicycling and Wayfinding Project** (dated September 20, 2018) and the Consultant's **"Proposal to provide Engineering Design Services for Compton-Carson Regional Safe Bicycling and Wayfinding Project,"** (dated October 16, 2019), both of which are incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant 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**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant 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 Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant 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 providing the services provided for pursuant to this Agreement.

Sabry S. Abdelmalik, P.E., President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal or as otherwise required by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's Cost Proposal. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, 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 Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant 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 Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Director of Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Seventy Seven Thousand and Twenty Dollars and no Cents ($77,020.00).**

In the event of termination, the Consultant 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 Consultant'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 product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

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 Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant 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 Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. **Independent Contractor Status.** Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor

and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant 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 Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights.

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

6. Successors, Assignment and Delegation. City and the Consultant 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 Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant'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 Consultant 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. Consultant 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 Consultant 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 Consultant'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. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

10. Indemnification. Consultant 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 Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant 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 Consultant's indemnification of the City, Consultant 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 Consultant or Consultant'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 Consultant 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. Consultant 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 Consultant'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 Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions

insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant'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 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 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 Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant 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 the Consultant. 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, Consultant 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. Consultant, 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 Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant 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. Consultant 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. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant'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 Consultant 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 Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. Federal and State Withholding Taxes. Consultant shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. Consultant agrees to indemnify City for any claims, costs, losses, fees, penalties, interest, or damages suffered by City resulting from Consultant's failure to comply with this provision.

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant 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.

17. Termination. In the event of the Consultant'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 Consultant in writing. Consultant 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 Consultant 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 Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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 fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant 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.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant 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.

19. Certifications. The Consultant, 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.

Sabry S. Abdelmalik, P.E., President **(Date)**

20. 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.

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

22. 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.

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

24. 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.

25. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant 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.

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

27. 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.

28. 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 Consultant:	**West Site Engineering, Inc** **1 Odessa** **Foothill Ranch, California 92610** **Attn: Sabry S. Abdelmalik, P.E.** **Tel: (949) 305-0016** **Direct: (949) 293-9052** **Fax: (949) 597-8586**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Public Works Department** **(310) 605-5505** **(310) 761-1417 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

29. **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, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

WEST SITE ENGINEERING, INC./CONSULTANT

Dated: _____ **By _____**
Sabry S. Abdelmalik, P.E., President

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Michael L. Antwine II, Assistant City Manager

Approved by:

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

Approved as to form:

By _____ Dated: _____
Damon M. Brown, City Attorney

ATTEST:

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

December 17, 2019

TO: HONARABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIX (6) MONTH AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAULING SERVICES ($625,500)

SUMMARY

This Resolution authorizes the City Manager to enter into a six (6) month agreement (i.e. January 1, 2020 through June 30, 2020), with one 1-year renewal option, with Screamin Eagle Services, Inc. for City-wide illegal dumping clean-up, removal, and hauling services and establish a purchase order in the amount of $208,500 for the remainder of fiscal year 2019-2020.

BACKGROUND

The City of Compton is responsible for providing City-wide illegal dumping clean-up, removal, and hauling services. Illegal dumping occurs in alleyways, public rights-of-way, along thoroughfares (arterials), parks, public facilities, freeway underpass structures, and along the Compton Creek bike path, to name a few locations.

On October 23, 2019, the Office of the City Manager solicited/advertised a Request for Proposals ("RFP"s) in the Compton Bulletin (local newspaper) and on the City's website. The RFP sought proposals from qualified illegal dumping clean-up contractors to perform City-wide illegal dumping clean-up, removal, and hauling services.

On November 7, 2019, a total of four proposals were received and reviewed by City staff as follows:

Contractor	*Proposed Fee **(6 months)***	*Location*
SilverStar Builders	$85,000 + disposal	Carson, CA
Screamin Eagle	$208,500	Compton, CA
Duncan Hauling	$210,000	Compton, CA
New West Landscaping	$126,050	Gardena, CA

A committee of the Office of the City Manager reviewed the submitted proposals and interviewed each of the bidders. Selection of the most responsive qualified firm was based on the following:

- Demonstrated understanding of the scope of services
- Quality of the bidder's performances on previous contracts
- Completeness and responsiveness to the RFP requirements
- Ability of the bidder to provide the services promptly without delay
- Location of business
- Local hire commitment

STATEMENT OF ISSUE

While Screamin Eagle did not present the lowest bid, their proposal was determined to be most responsive and in the best interest of the City in a number of ways, such as:

1. Screamin Eagle is located in the City of Compton and is dedicated to hiring local residents.

2. Screamin Eagle has developed illegal dumping control and prevention programs and has dedicated itself to providing the best service possible, utilizing the most efficient and cost effective methods of eradicating illegal dumping in the City.

3. Screamin Eagle has demonstrated innovation and creativity with processes such as: 7 / 365 days patrolling for illegal dumping and data logging of all incidents (includes before and after pictures).

4. Screamin Eagle is familiar with the City's needs in regards to illegal dumping clean-up, understands trends, patterns and hotspot locations through their prior experience working for the City.

5. Screamin Eagle has gone above minimal requirements in prior illegal dumping contracts including weed abatement, tree trimming, road repair and other beautification efforts not required by the contract.

6. Screamin Eagle hours of operation will be 7:00am to 5:00pm Monday thru Sunday with after hour emergency services.

To alleviate the large amounts of illegal dumping that occurs throughout the City, staff requests contractor assistance to abate the large amounts of illegal dumping that continues to plague our community.

FISCAL IMPACT

Funds in the amount of $208,500 for services rendered during the six (6) month contract term are available in the Fiscal Year 2019-2020 Public Works Department's budget in the following Account:

Account Number	Amount
1004-720-000-4269	$208,500
Total:	**$208,500**

If the 1-year option is exercised, additional funds ($417,000) will be allocated in the Public Works Department's budget for FY 2020-2021.

ALTERNATIVE

All bidders were deemed responsive. City Council may reject staff's recommendation and select a different bidder. Further, City Council may reject all bids and direct staff to publish another Request For Proposal.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SIX (6) MONTH AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR SCREAMIN EAGLE SERVICES, INC. FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAULING SERVICES ($625,500)

WHEREAS, the City of Compton is responsible for providing City-wide illegal dumping clean-up, removal, and hauling services. Illegal dumping occurs in alleyways, public rights-of-way, along thoroughfares (arterials), parks, public facilities, freeway underpass structures, and along the Compton Creek bike path, to name a few locations; and

WHEREAS, on October 23, 2019, the Office of the City Manager solicited/advertised a Request for Proposals ("RFP"s) in the Compton Bulletin (local newspaper) and on the City's website. The RFP sought proposals from qualified illegal dumping clean-up contractors to perform City-wide illegal dumping clean-up, removal, and hauling services; and

WHEREAS, on November 7, 2019, a total of four proposals were received and reviewed by City staff as follows:

Contractor	***Proposed Fee (6 months)***	***Location***
SilverStar Builders	$85,000 + disposal fees	Carson, CA
Screamin Eagle	$208,500	Compton, CA
Duncan Hauling	$210,000	Compton, CA
New West Landscaping	$126,050	Gardena, CA

WHEREAS, a committee of the Office of the City Manager reviewed the submitted proposals and interviewed each of the bidders. Selection of the most responsive qualified firm was based on the following:

- Demonstrated understanding of the scope of services
- Quality of the bidder's performances on previous contracts
- Completeness and responsiveness to the RFP requirements
- Ability of the bidder to provide the services promptly without delay
- Local hire commitment

WHEREAS, while Screamin Eagle did not present the lowest bid, their proposal was determined to be most responsive and in the best interest of the City in a number of ways, such as:

1. Screamin Eagle is located in the City of Compton and is dedicated to hiring local residents.

2. Screamin Eagle has developed illegal dumping control and prevention programs and has dedicated itself to providing the best service possible, utilizing the most efficient and cost effective methods of eradicating illegal dumping in the City.

3. Screamin Eagle has demonstrated exceptional experience, innovation and creativity with processes such as: 7 / 365 days patrolling for illegal dumping and data logging of all incidents (includes before and after pictures).

4. Screamin Eagle is familiar with the City's needs in regards to illegal dumping clean-up, understands trends, patterns and hotspot locations through their prior experience working for the City.

5. Screamin Eagle has gone above minimal requirements in prior illegal dumping contracts with the City including weed abatement, tree trimming, road repair and other beautification efforts not required by the contract.

6. Screamin Eagle hours of operation will be 7:00am to 5:00pm Monday thru Sunday with after hour emergency services.

WHEREAS, to alleviate the large amounts of illegal dumping that occurs throughout the City, staff requests assistance to abate the large amounts of illegal dumping that continues to plague our community by authorizing a contract with Screamin Eagle; and

WHEREAS, funds in the amount of $208,500 for services rendered during the 6 month term of the contract are available in the Fiscal Year 2019-2020 Public Works Department's budget in the Account No. 1004-720-000-4269.

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

SECTION 1. That the City Manager, on the advice of the City Attorney, is hereby authorized to enter into a six (6) month (i.e. January 1, 2020 through June 30, 2020) contract, with a one (1) one-year option to renew, with Screamin Eagle Services, Inc. for City-wide illegal dumping clean-up, removal, and hauling services.

SECTION 2. That a purchase order in the amount of Two Hundred and Eight Thousand Five Hundred Dollars ($208,500.00) is authorized to be established for services to be rendered during the term of the contract (i.e. January 1, 2020 through June 30, 2020) for Screamin Eagle Services, Inc. for City-wide illegal dumping clean-up, removal, and hauling services. If the option to extend the contract is exercised, funding shall be allocated in future City budgets.

SECTION 3. That funds in the amount of $208,500.00 for this expenditure are available in the Public Works Department's 2019-2020 Fiscal Year budget in the following Account Nos.:

Account Number	**Amount**
1004-720-000-4269	$ 208,500
Total	**$ 208,500**

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 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 _____, 2019.

_____
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 _____, 2019.

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

ABATEMENT SERVICES AGREEMENT
BETWEEN
SCREAMIN EAGLE SERVICES, INC.
AND
CITY OF COMPTON

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 **SCREAMIN EAGLE SERVICES, INC.** (hereinafter referred to as "**CONTRACTOR")** located at 430 East Weber Street, Compton, California 90222, pursuant to Resolution No. _____, adopted by the City Council on _____, 2019.

WITNESSETH:

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 providing clean-up, removal and hauling services on an **"as-needed"** basis. More specifically, Contractor shall provide and perform the following services at/on all City-owned alleyways and right-a-ways within the City:

- Respond to the designated work site within four (4) hours from request for services and approval of the cost proposal by the City
- Trash and debris removal services and tipping services
- Furniture and other bulk item removal
- Alley clean-up
- Right-of-way clean-up services
- Provide before and after digital photographs, within indication of date(s) taken and location of area(s) where services performed
- Completion of requested and approved services within time specified by the City
- Be available to provide and perform requested services seven (7) days a week, including during and after business hours, weekends and holidays, as needed
- Should abatement services performed by Contractor require any lane closures or traffic control requirements, Contractor shall coordinate directly with the City's Public Works Department prior to performing the effected services. Abatement services requiring traffic control shall occur only during off-peak traffic times

As further indicated/described within the City's **"Request for Proposal – Citywide Illegal Dumping Clean-Up, Removal, and Haul Away Services,"** dated October 23, 2019, and the Contractor's **"Response to Request for Proposal/Quote,"** submitted November 7, 2019, both of which are incorporated herein.

Contractor shall not proceed with any work until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

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**.** 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 will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

1.1 Key Personnel.

.a Contractor's Representative. Contractor hereby designates **Andrew Thompson, CEO** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

.b City's Representative. City hereby designates the **City Manager or his/her designated representative** as City's Representative for this Agreement.

2. Compensation:

The method of payment for this Contract shall be based on lump sum amount(s) specified within the Contractor's **"Services Rates,"** contained with their Response to the City's Request, and agreed to by the City for each project assigned. The agreed amount charged by the Contractor shall include compensation for all work and labor, 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 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 Contractor and the City. Adjustment in the total compensation payable for each project to be completed will not be effective until authorized by written approval by the City.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, 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 invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **City Manager** 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.

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for any and all services rendered during the term of this Agreement is limited to **Two Hundred Eight Thousand Five Hundred Dollars ($208,500.00).**

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the 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 and material associated with the performance of this Agreement.

3. Term of Agreement:

The term of this Agreement shall commence on January 1, 2020 and terminate on June 30, 2020, unless this Agreement is terminated or extended by written amendment, as provided herein.

4. Safety:

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the location where services are rendered ("Site");

.b Materials and equipment stored on the Site or off the Site at locations for use in performance of the work; and

.c The assigned project Site and all property located at the Site, whether or not said property or structures are part of the project or involved in the work.

4.3 Contractor shall designate an individual at the Site of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

4.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

4.5 If City deems any part of the work or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

4.6 Contractor shall report to the City any trash and debris, furniture and other bulk items on private property or on the edge/outside City-owned property to the City. Additionally, Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites were services are performed.

5. Indemnity:

Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter 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 or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

6. Insurance:

The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the 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. ***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.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

6.1 Minimum Scope of Insurance. 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. 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.

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:

.a Commercial 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.

.b Automobile Liability. A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars ($500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

.c Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than $1,000,000 per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

6.2 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

.a The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

.b The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

(1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

.c The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

(2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

6.3 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

6.4 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

6.5 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

6.6 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

6.7 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies.

7. <u>Nondiscriminatory Employment Practices:</u>

During the performance of this Contract, 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. The 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. Such action 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 and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. Successor and Assigns:

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.

9. 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. Contractor retains the right to provide services for others during the term of this Contract.

10. Subcontracting:

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.

11. Other Contractors:

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

12. Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Termination:

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

13.1 If 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 five (5) days written notice, terminate this Agreement.

13.2 If 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 five (5) days written notice, terminate this Agreement.

13.3 If 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 five (5) days written notice, terminate this Agreement.

13.4 Either party may terminate this Agreement for convenience upon the giving of thirty (30) days advance written notice of such termination to the other party.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination, Contractor shall furnish to the City a final invoice for work performed.

14. Force Majeure:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. Waivers:

A waiver by either party to this Agreement of any breach of any term, covenant 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.

16. Amendments:

This Agreement may be modified or amended only by 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.

17. Notice:

All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

Contractor:

Screamin Eagle Services, Inc.
832 North Lassen Avenue
Ontario, California 91734
Attn: Andrew Thompson, CEO
(310) 345-2950
screamingeagleservices@gmail.com

City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 – fax.

18. 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**,** at its expenses, 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.

19. Examination and Audit:

This Contract shall be subject to examination and audit of the City**,** State Auditor of the State of California and/or 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.

20. Extent of Agreement:

This Agreement and any attachments hereto, constitute 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. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subcontractor and the City.

21. Governing Law, Jurisdiction and Venue:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively 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.

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 unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. Waiver of Jury Trial:

Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

23. 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. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

24. 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.

SCREAMING EAGLE SERVICES, INC.
CONTRACTOR

Dated: _____ **By _____**
Andrew Thompson, CEO

CITY OF COMPTON

Approved by:

Dated: _____ **By_____**
Craig J. Cornwell, City Manager

Approved as to form:

By _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

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

CITY OF COMPTON

OFFICE OF THE CITY MANAGER

REQUEST FOR PROPOSAL
CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL AWAY SERVICES

SONICATION ISSUE DATE: WEDNESDAY, OCTOBER 23, 2019

WRITTEN RESPONSE DUE DATE:
THURSDAY, NOVEMBER 7, 2019

For general and technical inquiries, please call (310) 761-1474

CITY OF COMPTON

REQUEST FOR PROPOSAL
TO PROVIDE
CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES

I. Introduction

A. The Office of the City Manager, City of Compton, hereinafter referred to as "City", invites interested and experienced illegal dumping clean-up and removal service contractors, hereinafter referred to as "Contractor", to submit written proposals in response to Request for Proposal (RFP) to provide Citywide illegal dumping clean- up, removal and haul away services on an "as needed" basis. The removal of debris is fundamental to the City's Clean Compton Initiative, a comprehensive multi-faceted systematic approach to the eradication and prevention of blight in the City for the improvement of the quality of life for all who live, work, and visit the great City of Compton.

II. Proposal Access and Due Date

A. The Citywide Illegal Dumping Clean-up, Removal and Haul Away Services RFP can be accessed on the Internet at http://www.comptoncity.org/officials/clerk/bids/, and all responses should be submitted in accordance with the instructions set forth in the RFP that is due by, or before, **12:00 p.m. (noon), Thursday, November 7, 2019**.

III. Proposal Point of Contact and Submission

A. Written proposal responses must include one (1) original bound containing original signature, plus one (1) unbound copy (single sided) of your proposal. Responses received after the specified date and time will not be considered. Written responses shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

B. Questions and inquiries should be directed to Dean L. Jones, Sr. Economic Development Specialist, Office of the City Manager, City of Compton, 205 South Willowbrook Avenue, Compton, CA 90220. For telephone inquiries, call (310) 761-1474, and/or e-mail inquiries to DLJones@comptoncity.org.

C. Completed proposals shall be enclosed in a sealed envelope addressed to:
Office of the City Clerk
City of Compton
205 South Willowbrook Avenue
Compton CA 90220
Attention: RFP: Citywide Illegal Dumping Clean-up, Removal, & Haul Away Services

IV. PROPOSAL PURPOSE AND PROJECT DESCRIPTION

A. PURPOSE AND OBJECTIVE

The purpose of this RFP is to outline the City's interest in obtaining the services of a qualified firm to provide illegal dumping clean-up, removal and haul away services on an "as needed" basis.

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The overall objective of this RFP is to obtain trash and debris removal services, Alley clean-up, weed abatement, roadside clean-up and right-of-way clean-up services, and other services as requested and authorized and approved by the City. Prior to entering into a contractual agreement for project implementation, an agreed upon scope of work and project pricing will require separate City Council approval.

B. SCOPE OF WORK

This RFP represents the requirements for an open, competitive, and timely process. The preliminary scope of work is to provide illegal dumping abatement along the following, but not limited to, partial list of work sites:

- Alameda Corridor and Gazebos
- Alleys in all the City Districts
- Alondra Parkways
- Atlantic Drive
- Bullis Road Parkways
- Central Avenue Medians & Parkways
- Compton Boulevard Parkways
- El Segundo Parkways & Medians
- Greenleaf Parkways
- Industrial Area (2nd District)
- Long Beach Boulevard & Medians
- Parmelee Parkways
- Rosecrans Medians & Parkway
- Sam Littleton Parkways
- Santa Fe Avenue & Medians
- Walnut Street & Medians
- Willowbrook Avenue
- Wilmington Parkways & Medians

C. DUTIES AND PROCEDURES

As the work is performed, the contractor is required to provide measurement and verification of services with before and after pictures of designated work site(s).

1. The 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 providing clean-up, removal and haul away services, on an "as needed" basis.
2. Responsiveness—Contractor shall provide and perform the following services at/on designated public property, as requested by the City:
    i. Contractor is required to respond to the designated work location of request for service within twenty-four (24) hours from the request for services.
    ii. The contractor shall be available 7-days a week, including holidays. The City expects the Contractor to respond promptly during and/or after business hours, on weekends and holidays as directed.
3. Photography—Provide before and after digital pictures of area(s) where services are performed.
    i. Produce digital photographs of the job site before work is performed and after work has been completed. Digital photographs shall be saved with the date and location. Evidence of completed work orders shall consist of such digital photographs provided to the City along with invoices.
4. Traffic Coordination—Contractor will coordinate directly with the City of Compton Public Works/Municipal Utilities Department regarding any lane closures or traffic control requirements.
    i. Abatement requiring traffic control shall occur only during off peak times. The Contractor shall remain in compliance with all local, state, and federal regulations.

4. Trash and debris removal services.
5. Furniture and other bulk item removal.
6. Alley clean-up.
7. Weed abatement.
8. Roadside clean-up services.
9. Right-of-way clean-up services.
10. Completion of requested and approved services within time specified by the City.
11. Be available to provide and perform requested services seven (7) days a week, as needed.
12. Provide other services as requested and approved by the City.
13. Property Damage—Contractor will perform all abatement services in such a manner that no City property is damaged, including regulatory signs in the right-of-ways such as stop signs.
    i. In the event that damage does occur to public property or any adjacent property from any services performed under this contract, the Contractor shall notify the City representative within 24-hours and replace or repair same at no cost to the City, with the City's approval of the repair scope of work.

D. ADDITIONAL REQUIREMENTS

1. As discovered, report trash and debris, furniture, and other bulk items on private property or on the edge, outside of the City of Compton's boundary to the City representative.
2. Contractor will have ten (10) days to correct any unsatisfactory performance as determined by the City for no extra compensation. If the correction is not made within ten (10) days, no payment shall be rendered for the work. If two (2) of these instances occur within a 12-month period without correction in 10 days, the City can terminate for cause upon a seven (7) days' written notice given by the City. Additionally, the City can terminate the contract by providing a written 30-day notice.
3. The Contractor shall maintain a valid City Business License, in addition to all permits, certificates, and licenses necessary to perform the clean-up and removal services described herein.
4. The Contractor may not assign this contract or subcontract to another party for performance of the terms and conditions hereof without written consent of the City. All correspondence authorizing subcontracting must reference the contract and identify the specific job being subcontracted.

E. PROJECT GOALS

The City's ultimate goal is to approach street cleaning to prevent and inhibit blight like conditions and thereby improving the quality of life for all who live, work, and visit the great city of Compton through;

1. Prompt street medium maintenance, illegal dumping, public spaces cleanliness in business and residential areas,
2. Citywide targeted effort to beautify, clean, abate and maintain the cleanliness of the City through strategically targeted municipal services, code enforcement, and community partnerships,

3. Allocate sufficient resources within each district in identifying and cultivating external partnerships for this program; and
4. Produce a highly distinctive and transparent community clean platform, where residents, business owners and concerned members of the Compton community and family have joined in a collaborative effort to have a clean City.

F. MINIMUM QUALIFICATIONS

Please note that responses to this RFP are sought only from qualified state licensed contractors to provide illegal dumping clean-up, removal and haul away services on an "as needed" basis. Respondents must meet the following minimum requirements to participate:

1. Contractors must meet or exceed the insurance coverage requirements specified in this RFP, including:
   i. Commercial General Liability Insurance—$2,000,000 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.
   ii. Automobile Liability—$2,000,000 combined single-limit per accident for bodily injury and property damage.
   iii. Workers' Compensation and Employer's Liability—Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $2,000,000 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.
   iv. Professional Liability—Errors and omissions liability appropriate to Contractor's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement
   v. Endorsements—For Commercial General Liability Insurance and Automobile Liability Insurance, Contractor 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 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 shall furnish certificates of insurance and endorsements to City.
   vi. Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.
2. Contractor must provide at least two (2) public agency references,
3. Contractor must demonstrate the ability to provide quality and quantity of debris removal capabilities,
4. Contractors must designate a representative to monitor on a Weekly / Bi-Weekly / Monthly basis.

G. PERIOD OF PERFORMANCE

The City expects the prescribed work to begin by December 2019, and be completed through June 2020. At the City's sole option, the contract may be extended for work related to the Preliminary Scope of Work as described from July 1, 2020 through June 30, 2021.

H. COMPENSATION

The City will compensate the contractor for services listed in the Scope of Work to provide illegal dumping clean-up, removal and haul away services on an "as needed" basis).

1. Following the award of a contract, the City imposes strict rules regarding delivery and acceptance of goods and services. If a contractor does not follow the City's protocol carefully, the City may be released from its obligation to pay invoices within the specified time. Some examples of delivery and acceptance problems that can result in delayed payment include partial completion of needed service and/or substandard performance of a service.
2. Purchasing processes of Purchase Orders, Contract Purchase Orders and Blanket Purchase Orders for equipment and supplies, general services, and professional services contracts are subject to the contract managing department to submit a request for payment to the Controller's Office. The Controller writes checks after all approvals are met.

I. PERSONNEL

Any change in staff persons identified in the contract is subject to the approval of the City. Removal by the contractor(s) of assigned employees to this project audit without written consent of the City Manager may be considered a material breach of contract.

V. PROPOSAL SUBMISSION DATE AND FORMAT

A. PROPOSAL SUBMISSION DATE

1. Submissions are due later than **12:00 p.m. (noon), Thursday, November 7, 2019**. Written responses require one (1) original unbound Statement of Proposal and one (1) copy containing original signatures to:

   Office of the City Clerk
   City of Compton
   205 South Willowbrook Avenue
   Compton CA 90220
   Attention: RFP: Citywide Illegal Dumping Clean-up, Removal, & Haul Away Services
2. Any proposal received after this date and time will not be considered. All proposals must be signed by an official agent or representative of the company submitting the proposal. Postmarks and copies sent via facsimile will not be considered.
3. If the organization submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work or other costs.
4. Any proposals which call for outsourcing or contracting work must include a name and description of the organizations being contracted.

B. PROPOSAL COST OF PREPARATION

1. The proposing firm shall be solely responsible for any and all costs associated with developing and preparing of the proposal.
2. If you have any questions regarding this RFP, please contact Dean L. Jones, (310) 761-1474, or by email at DLJones@comptoncity.org.
3. Proposal content and completeness are most important. Clarity is essential and will be considered in assessing the contractor's capabilities.
4. Written responses should not exceed 35 pages (one sided, not including table of contents, cover letter, or sample contracts/agreements). Each proposal should include the following C through M:

C. TRANSMITTAL LETTER

Proposals must include a transmittal letter signed by an official authorized employee to solicit business and enter into contracts for the firm and the name and telephone number of a contact person, if different from the signature.

D. TITLE PAGE

Proposals must include a title page that includes the RFP subject, the name of the contractor's firm, local address, telephone number, name of contact person, and the date.

E. TABLE OF CONTENTS

Proposals must include a table of contents that includes a clear identification of the material by section and page number.

F. COMPANY/FIRM INFORMATION

Proposals must provide the name of the business entity (including any fictitious business names), details of the entity's business structure (i.e. corporation, partnership, LLC), organization chart for the business entity, statement(s) on financial integrity of all entities related to the company/firm or joint venture that will be involved in the contract, the location of offices located within the counties identified, and the number of licensed contractors and agents/salespersons employed by company/firm in this region.

G. QUALIFICATIONS AND REFERENCES

1. QUALIFYING EXPERIENCE:
   i. Professionals - Provide the name and title of the Managing Principal representative for the coordination and execution of the described work, and all other professionals that will be assigned to this contract including résumés (not exceeding 2 pages) of education, experience and qualifications related to experience in municipal cleanup services
2. REFERENCES:
   i. Business References - Provide detailed project histories for a minimum of two (2) California public agencies for which the responding firm provided turn-key responsibility for similar design-build guaranteed savings programs in the past three years. Describe the scope of work, start/completion date, services and equipment provided, project size, total project savings, and funding sources.
   ii. Litigation - Provide a list of any outstanding litigation in which the proposed respondent is a named party for a related study or audit.

H. CONFLICT OF INTEREST

Full disclosure of any potential conflicts of interest as they relate to any/specific transactions must be identified to the City.

I. PROPOSAL EVALUATION

1. The City will coordinate a review panel and conduct an initial review of the proposals for general responsiveness and inclusion of the items requested. Contractors failing to meet the minimum qualifications will not be considered responsive and will not be evaluated.
2. Any proposal that does not include enough information to permit the evaluators to rate the proposal in any one of the evaluation factors listed below will be considered non-responsive and will not be evaluated.
3. Verification of minimum qualifications and review for general responsiveness. A proposal that fails to include one or more items requested may be considered responsive, if evaluation in every criterion is possible. The City reserves the right to request additional information from responsive contractors prior to evaluation.
4. The City reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information or revisions to offers, and negotiates with any or all contractors.

J. EVALUATION CRITERIA

The following is the City's evaluation criteria and the relative importance is displayed as percentage (%) weights.

1. 30%—Responsiveness and approach to performing the scope of work (i.e. approach to trash and debris removal services, Alley clean-up, weed abatement, roadside clean-up and right-of-way clean-up services,...),
2. 30%—Past experience on projects of similar scope, technical expertise of the contractor and designated personnel/team (i.e. qualifications, experience, resources, financial solvency,),
3. 20%—Project Team & Management Structure (i.e. amount of work self-performed, strength of proposed team, trainers, and management structure),
4. 10%—Additional Benefits & Added Value (i.e. additional benefits resulting from proposed service delivery).
5. 10%—Local business preference is applied for firms that normally operate within the City and to firms that proposed a local hiring component to their proposal

"The Equal Employment Opportunity Clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for handicapped workers, set forth in 41 CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in this purchase order. By accepting this purchase order, vendor certifies that it complies with the authorities cited above, and that it does not maintain segregated facilities or permit its employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8."

K. BIDDER CAPABILITIES

Each response shall be prepared simply and economically, providing straight-forward, concise delineation of proposing firm's capabilities to satisfy the requirements of this RFP. Emphasis on each proposal must be on completeness and clarity of content. To expedite the evaluation of qualifications, it is essential that proposing firms follow the format and instruction contain herein.

L. RIGHT TO WAIVE INFORMALITIES

1. The City reserves the right to accept or reject all proposals submitted, waive minor irregularities, request additional information, or revisions to offers, and negotiates with any or all contractors.
2. The City has the right to waive informalities or irregularities in any Proposal, provided said informalities or irregularities do not materially affect the RFP.

M. COST AND PRICING

1. Provide cost proposal as follows:
   i. Provide abatement clean-up services as a "not to exceed" lump sum, and
   ii. Provide a complete list of rates for services from which the cost of each service request shall be priced.
2. Cost proposals must be inclusive of all related costs including but not limited to: materials, transportation, labor, equipment, and administrative costs and any taxes that may be levied.
3. It is the responsibility of the bidder to determine any and all taxes and/or fees and include same in the proposal.
4. All costs must be itemized to include an explanation of all fees and costs. Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP.
5. All contractual terms and conditions will be subject to review by the Office of the City Manager and will include scope, budget, schedule, and other necessary items pertaining to the project.

N. SELECTION AND EVALUATION PROCESS

The City will complete the selection process and in its sole discretion and in the course of its evaluation, may request interviews or presentations with one or more selected proposing firms. The selection process shall be completed at the pleasure of the City, but is anticipated to conclude within thirty (30) days after submittal. An invitation will be extended to the finalist to complete a contract for services. The following dates reflect the anticipated schedule for proposal solicitation, selection of the contractor and award of contract.

• Proposal release date	October 23, 2019
• Proposals due date	November 7, 2019
• Review proposals week of	November 11, 2019
• Interviews (if needed)	November 18, 2019
• Recommend contract award to City Council	November 25, 2019
• Contract Review and Execution	December 10, 2019

VI. GENERAL CONDITIONS

A. LIMITATIONS

This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a proposal in response to this RFP.

B. AWARD AND CONTRACT TERM

All finalists may be required to participate in negotiations and to submit such price, technical, or other revisions of their proposals as may result from negotiations. The City also reserves the right to award the contract without discussion, based upon the initial proposals. Accordingly, each initial Proposal proposed should be submitted on the most favorable terms from a price and a technical viewpoint. Any award made will be to the contractor(s) whose proposal is most advantageous to the City based on the evaluation criteria outlined above.

1. No award shall be binding upon the City unless and until consummated by a written, fully executed contract. The contract duration is proposed to proceed from December 2019 through June 30, 2020, with two (2) separate one year renewal options for a fiscal year period from the months of July through June. The annual renewal of the contract shall be at the sole discretion of the City. The City will retain the right to terminate the contract at any time by giving a seven (7) days' written, without cause, notice to the contractor.

C. BINDING OFFER

A signed proposal submitted to the City in response to this RFP shall constitute a binding offer from contractor(s) to contract with the City according to the terms of the proposal for a period of ninety (90) days after its date of submission, which shall be the date proposals are due to the City.

D. CONTRACT ARRANGEMENTS AND PROVISIONS

1. The selected contractor(s) will be required to maintain insurance coverage, during the term of the contract, at the levels described in Appendix B. Contractor(s) agrees to provide the required certificates of insurance providing verification of the minimum insurance requirements within five (5) days of the City's notice that it is the successful contractor.
2. Requests to change the City's insurance requirements should be submitted on or prior to the closing date for receipt of requests for clarifications/exceptions listed above. The City will review the requests and issue an addendum if material changes requested by a prospective contractor are acceptable. Objections to the City determinations on requests to change insurance requirements must be brought to the City's attention no later than the date for protesting RFP provisions listed above. If such objections are not brought to the City's attention consistent with the protest provisions of this RFP, compliance with all material insurance requirements will be assumed.

E. STAND ALONE OPTION

At their sole option, the City may utilize the contractor selected under this RFP on an individual City basis, at the same terms and conditions included in this RFP and, in the contractor's proposal.

F. SELECTION DISPUTES

A contractor may object to a provision of the RFP on the grounds that it is arbitrary, biased, or unduly restrictive, or to the selection of a particular contractor(s) on the grounds that the City procedures, the provisions of the RFP or applicable provisions of federal, state or local law have been violated or inaccurately or inappropriately applied by submitting to the City Manager a written explanation of the basis for the protest:

1. No later than five (5) working days prior to the date proposals are due, for objections to RFP provisions;
2. No later than three (3) working days after the date the firm/team is notified that it did not meet the minimum qualifications, or was found to be non-responsive; or
3. No later than three (3) working days after the date on which contract award is authorized by the Administration Committee or the date notified that it was not selected, whichever is later, for objections to contractor(s) selection.
4. Except with regard to initial determinations of non-responsiveness or failure to meet the minimum requirements, the evaluation record shall remain confidential until the City Council approves the panel's selected firm.
5. Protests of recommended awards must clearly and specifically describe the basis for the protest in sufficient detail for the City to recommend a resolution to the City Manager.
6. The City Manager will respond to the protest in writing, based on the recommendation of a staff review officer. Authorization to award a contract to a particular firm by the City shall be deemed conditional until the expiration of the protest period or, if a protest is filed, the issuance of a written response to the protest by the City Manager.
7. Should the contractor wish to appeal the decision of the City, it may file a written appeal with the Project Manager, no later than three (3) working days after receipt of the written response from the City Manager. The evaluation panel's decision will be the final City decision.

G. PUBLIC RECORDS

This RFP and any material submitted by a contractor in response to this RFP are subject to public inspection under the California Public Records Act (Government Code § 6250 et seq.), unless exempt by law. Proposals will remain confidential until the City Council approves until the resolution to enter into a contract with the selected contractor.

H. ADDENDUM

All inquiries and questions of this RFP must be submitted in writing by e-mail to dljones@comptoncity.org. Written responses to all written questions will be addressed in the form of an addendum and available on the City's website at www.comptoncity.org. *If the website is down, responses will be provided by e-mail or fax upon request. During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council or any other official employee, or agent of the City will be grounds for a disqualification.*

City of Compton
OFFICE OF THE CITY CLERK

ALITA GODWIN, MMC
City Clerk

(310) 605-5530
Fax (310) 639-4685
e-mail: agodwin@comptoncity.org

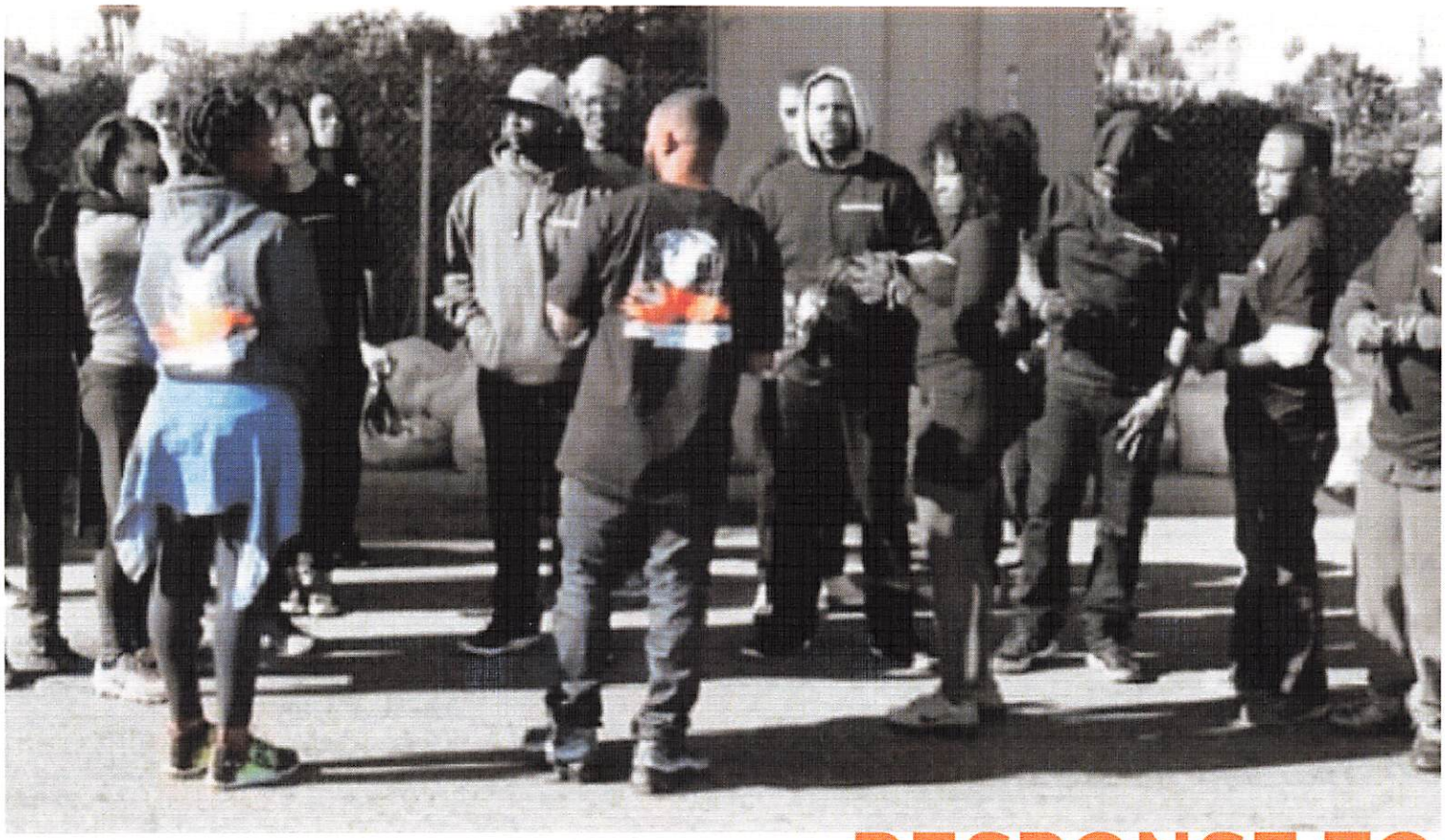
RFP OPENING CHECK LIST

DATE : NOV 7, 2019

PROJECT: Citywide Illegal Dumping

PROJECT MANAGER/CONTACT PERSON: Dean Jones

COMPANY	RFP BOND INCLUDED	RFP PRICE	
Screaming EAGLE			November 4, 2019 2:06 pm
Silver star Builders			November 7, 2019 10:49 am
Community Cleanup Partners			November 7, 2019 11:40am
New West Landscaping			November 7, 2019 11:45am



RESPONSE TO REQUEST FOR PROPOSAL/ QUOTE

SCREAMIN EAGLE SERVICES

PROPOSAL PREPARED BY

ANDREW W. THOMPSON

PROJECT MANAGER

PROJECTS

ALLEY ABATEMENT

GRAFFITI REMOVAL

COMMUNITY CLEAN-UP

LIGHT AND HEAVY LOADS

LIQUID/DRY BULK

DEMOLITION

QUALIFICATION STATEMENT

Screaming Eagle Services, Inc. is a Corporation formed under the laws of the State of California. Articles of Incorporation were filed with the California Secretary of State on June 12. 2019 under Corporation Number C4288880. Please find the Corporation's Articles of Information and current Statement of Information attached as Exhibit A, and Exhibit B, respectively.

We have been in the trucking business for over a decade. Originally operating as a sole proprietorship under a Los Angeles County Fictitious Business Name registration, then later as a Limited Liability Company. Now our business is booming and the growth from our 10 years of local work knowledge and personal experience, our Company's ownership and most of our hired contractors as well call the City of Compton their home, we changed our formation to a corporation to continue the forward movement in the best interests of the business.

Prepared by
Project Manager: Andrew Thompson
Owner: Andrew Thompson
Company Name: Screamin Eagle Services, Inc.
Primary Contact: Andrew Thompson
Office Address: 430 E. Weber St
Compton, CA 90222
Correspondence Address (for mail only):
832 N Lassen Ave. Ontario, CA 91734
Phone number: 310-345-2950
Email: ScreaminEagleServices@gmail.com

Relevant experience of Project Manager:
Project Manager of 110 Project, City of Los Angeles 2017
Volunteer Compton City Clean-Up, City of Compton 2019

Personal References:

Gregory Daniels
909-282-9120

Robert Hayes
310-735-5977

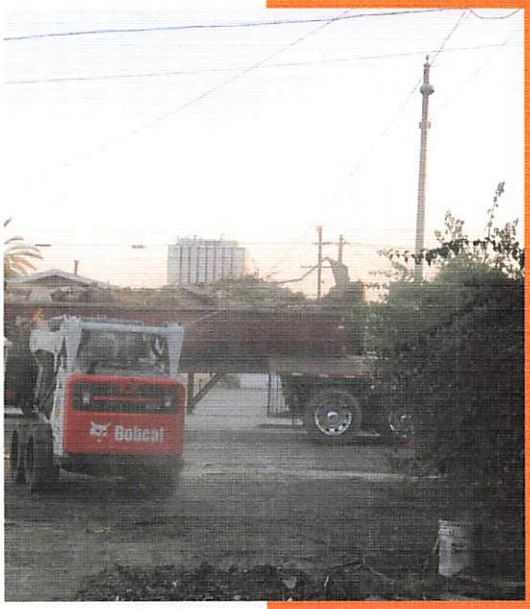
"SERVICE IS OUR PURPOSE"

EMPOWERING OUR CLIENTS

A hauling service committed to quality service, dependability and excellence

OVERVIEW

I'd like to introduce you to Screamin Eagle Services, Inc. and the services our company provides. Screamin Eagle Services is a Compton based trucking company which caters to organizations in need of hauling freight, demolition, cargo, and other hazardous/nonhazardous materials.



Listed below is a general idea of the loads and projects we specialize in.

- Light and heavy loads
- Liquid & Dry Bulk
- Variety of Cargo
- Toxic Inhalation
- Trash and debris removal services
- Weed Abatement
- Roadside * Right of Way Clean up Services
- Hazardous & Non-Hazardous material
- Graffiti Removal
- Alley Clean-up
- Demolition

This write up serves as a general overview of the experience and work history of Screamin Eagle Services and its well trained staff. We pride ourselves in choosing to render services to clients whose projects we are sure that we can complete as requested to the standards of the project manager/owner. The importance of handling jobs efficiently and delivering expected results in a competent manner is something we understand and strive for.

Within this proposal you will find everything necessary to understand our company, drivers, history, and more.

Should you not find it helpful or suitable for what your company may need, we ask that you please let us know so that we can clarify and address any of your questions or concerns.

Our drivers specialize in operating Freightliner Cascadia Sleepers as well as other trucks and equipment available upon request. Although we are a hauling company, we do have access to resources that we can provide for projects needing more attention available upon request.
Additional options:

- Same day pick up and delivery
- Freight recovery
- Storage for selected items

CONTACT US

Andrew Thompson
Screamin Eagle Services
430 E. Weber Street
Compton, CA 90222
310-345-2950
screamineagleservices@gmail.com

DEDICATED PROFESSIONALS

A hauling service committed to quality service, dependability and excellence

Our Drivers

In this business, being a professional truck driver is more than just getting from point A to point B when hauling goods. Driving a heavy vehicle and it's cargo of costly supplies or equipment and keeping to a demanding schedule isn't a job for an ordinary driver. Screamin Eagle Services created its own niche by developing methods within the company that researches, train, and scope out drivers we aim to fit both the qualifications of our company and matches the desired request of the companies we contract with. Our drivers are self dependant while working alone and away from technical support as well as team oriented when necessary.

We do our best to keep the driver's knowledge and skills current so that they are prepared to solve any issues or problems that may occur. Reliability is imperative and required. Drivers are conscious of deadlines and schedules that depend on their timely performance.

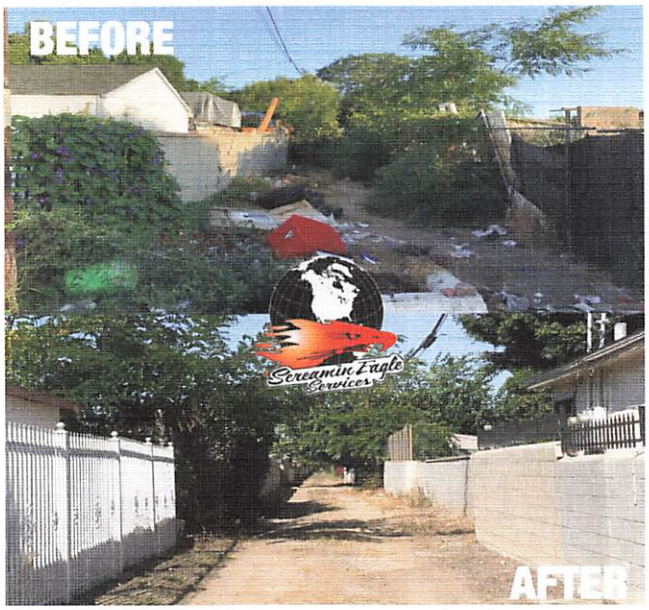
Below are additional requirements our drivers are subject to:

- Licensed (current drivers have special endorsements)
- 2 Years minimum trucking experience
- Excellent customer service and Awareness skills
- Familiar with local routes in the greater Los Angeles area
- Must be able to load and unload
- Background checks and drug testing

Our Maintenance Technicians

Good customer service isn't just a single skill to be cultivated, but a variety of equally important qualities that work in tandem with each other. Our mainten techs are trained professionals with a vast skills set which includes:

- Effective listening and communication
- Safe multitasking
- Empathy
- Critical thinking
- Strong attention to detail
- Organization



COMPANY REFERENCES

Councilman Curren Price
City of Los Angeles
(323) 846-2651

Councilman Joe Buscaino
City of Los Angeles
(310) 732-4115

PROPOSED RATES

We do our best to offer cost effective options with moderate and competitive rates that has been beneficial to many companies and we anticipate that your organization would agree. An invoice can be provided the same day of receiving a detailed description of the work and deadlines that need to be performed. Once a description is received, we can determine an hourly rate or one total amount for the complete project. We are flexible so if there is something your agency prefers of the options we provide, we are open to knowing and considering them. Rates include operating all heavy equipment, tree/bush trimming, and all services necessary to complete the cleaning of street and alleyways.

Dumping Cleaning services will be charged as a lump sum not to exceed **$417,000.**

A hauling service committed to quality service, dependability and excellence

Screamin Eagle Services Rates

Rates	Effective July 1, 2019
Materials Recovery Facility (MRF) $250 PER HR OPERATIN HEAVY EQP/CLEAN UP)	
South Gate Materials Recovery Facility (PHMRF), Whittier	
Municipal Solid and Inert Waste	$92.60 PER TON
Hard to Handle, Bulky Items	$102.60 PER TON
Minimum Charge (Municipal and Inert Waste)	$82.45 PER LOAD
Minimum Charge (Hard-to-Handle)	$92.50 PER LOAD
Segregated Uncontaminated Green Waste (1-ton minimum Charge)	$67.50 PER TON
Food Waste (1-Ton Minimum Charge)	$95.00 PER TON
Pull-Offs	$57.75 EACH
Additional Fees: Uncovered Loads Capable of Producing Litter Surcharge ($4.40 Minimum)	$14.40 PER TON
Downey Area Recycling and Transfer Facility (DART), Downey	
Municipal Solid and Inert Waste	$97.90 PER TON
Hard to Handle, Bulky Items	$107.16 PER TON
Minimum Charge (Municipal and Inert Waste)	$86.34 PER LOAD
Minimum Charge (Hard-to-Handle)	$96.34 PER LOAD
Segregated Uncontaminated Green Waste (1-ton minimum Charge)	$84.56 PER TON
Food Waste (1-Ton Minimum Charge)	$95.00 PER TON
Pull-Offs	$57.75 EACH
Additional Fees: Uncovered Loads Capable of Producing Litter Surcharge ($4.40 Minimum)	$14.40 PER TON
South Gate Transfer Station, South Gate	
Municipal Solid and Inert Waste	$97.90 PER TON
Hard to Handle, Bulky Items	$107.90 PER TON
Minimum Charge (Municipal and Inert Waste)	$86.96 PER LOAD
Minimum Charge (Hard-to-Handle)	$96.96 PER LOAD
Pull-Offs	$57.75 EACH
Additional Fees: Uncovered Loads Capable of Producing Litter Surcharge ($4.40 Minimum)	$14.40 PER TON
Recyclable Rates Paid by Districts ($0.25 ton minimum) Note: Recyclable rates are frequently changed. Please check the websit for current rates. The recyclables listed listed below are acceptable at DART.	
Corrugated Cardboard	$33.00 PER TON
Mixed Paper	$10.00 PER TON
HDPE- Natural Containers	$512.00 PER TON
HDPE- Colorful Containers	$160.00 PER TON
REFUSE-TO-ENERGY FACILITIES	
The Commerce Refuse-to-Energy Facility (CREF) is permanently closed	
Southeast Resource Recovery Facility (SERRF), Long Beach	
Municipal Solid and Inert Waste (1-Ton Minimum Charge)	$105.00 PER TON

CONTACT US

Andrew Thompson
Screamin Eagle Services
430 E. Weber Street
Compton, CA 90222
310-345-2950
screamineagleservices@gmail.com

Insurance Requirements

Screamin Eagle Services has insurance (labeled Exhibit C & D)that meets the following requirements:

- Commercial General Liability Insurance $2,000,000
- Automobile Liability $2,000,000
- Professional Liability $2,000,000

At Screamin Eagle Services, not only do we hope to gain you as a client but to also develop a strong and long-term working relationship as we exceed the expectations of any service you may request. With Screamin Eagle Services, you can rest assured that we are committed to getting the job done, just as desired.

If there is any additional information you may need we can be reached anytime via email or by phone at the contact information below. Please understand that we are equipped and ready with drivers and equipment 24/7 and will respond quickly to any inquiry. Thank you for considering Screamin Eagle Services and we look forward to hearing from you in the very near future.

Thank You!

Andrew Thompson
Website: Screamineagleservices.com
Email: screamineagleservices@gmail.com
Phone: 310.345.2950

A hauling service committed to quality service, dependability and excellence

CONTACT US

Andrew Thompson
Screamin Eagle Services
430 E. Weber Street
Compton, CA 90222
310-345-2950
screamineagleservices@gmail.com

EXHIBIT "A"

4288880

Secretary of State
Articles of Incorporation of a General Stock Corporation

ARTS-GS

IMPORTANT — Read Instructions before completing this form.

Filing Fee – **$100.00**

Copy Fees – *First page* $1.00; *each attachment page* $0.50; Certification Fee - $5.00

Note: Corporations may have to pay minimum $800 tax to the California Franchise Tax Board each year. For more information, go to *https://www.ftb.ca.gov.*

FILED MC
Secretary of State
State of California
JUN 12 2019

1C

This Space For Office Use Only

1. Corporate Name (Go to *www.sos.ca.gov/business/be/name-availability* for general corporate name requirements and restrictions.)

The name of the corporation is SCREAMIN EAGLE SERVICES INC.

2. Business Addresses (Enter the complete business addresses.)

a. Initial Street Address of Corporation - Do not list a P.O. Box	City (no abbreviations)	State	Zip Code
430 WEBER AVE	COMPTON	CA	90220
b. Initial Mailing Address of Corporation, if different than Item 2a	**City (no abbreviations)**	**State**	**Zip Code**
832 N LASSEN AVE	ONTARIO	CA	91764

3. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 3a and 3b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)	Middle Name	Last Name	Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box	City (no abbreviations)	State	Zip Code
		CA	

CORPORATION – Complete Item 3c. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete Item 3a or 3b
UNTAXERS, LTD.

4. Shares (Enter the number of shares the corporation is authorized to issue. **Do not** leave blank or enter zero (0).)

This corporation is authorized to issue only one class of shares of stock.
The total number of shares which this corporation is authorized to issue is 1000.

5. Purpose Statement (Do not alter the Purpose Statement.)

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

6. Read and Sign Below (This form must be signed by each incorporator. **See instructions for signature requirements.**)

Andrew Thompson
Signature

ANDREW THOMPSON
Type or Print Name

EXHIBIT "13"

State of California
Secretary of State

S

Statement of Information
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): $25.00.
If this is an amendment, see instructions.
IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

G774788

FILED

In the office of the Secretary of State
of the State of California

JUL-05 2019

This Space for Filing Use Only

1. CORPORATE NAME
SCREAMIN EAGLE SERVICES INC.

2. CALIFORNIA CORPORATE NUMBER
C4288880

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**
☐ If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed **to Item 17**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

	CITY	STATE	ZIP CODE
4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE 430 WEBER AVE, COMPTON, CA 90220			
5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY 430 WEBER AVE, COMPTON, CA 90220			
6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 ANDREW THOMPSON 832 N. LASSEN AVE, COMPTON, CA 91764			

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

	ADDRESS	CITY	STATE	ZIP CODE
7. CHIEF EXECUTIVE OFFICER/ ANDREW W THOMPSON	430 WEBER AVE, COMPTON, CA 90220			
8. SECRETARY ANDREW W THOMPSON	430 W. WEBER AVE, COMPTON, CA 90220			
9. CHIEF FINANCIAL OFFICER/ ANDREW W THOMPSON	430 WEBER AVE, COMPTON, CA 90220			

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

	ADDRESS	CITY	STATE	ZIP CODE
10. NAME ANDREW W THOMPSON	430 WEBER AVE, COMPTON, CA 90220			
11. NAME				
12. NAME				

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS
UNTAXERS, LTD

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, **IF AN INDIVIDUAL** CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION
TRUCKING

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

07/05/2019	ANDREW W THOMPSON	CEO	
DATE	TYPE/PRINT NAME OF PERSON COMPLETING FORM	TITLE	SIGNATURE

EXHIBIT "C"

HISCOX
encourage courage

HISCOX INSURANCE COMPANY INC. (A Stock Company)
104 South Michigan Avenue, Suite 600, Chicago, Illinois 60603

Commercial General Liability Declarations

In return for the payment of the premium, and subject to all the terms of this Policy, we agree with you to provide the insurance as stated in this Policy.

Policy No.:	UDC-4257311-CGL-19		
Named Insured:	Screamin Eagle Services Inc		
Address:	430 E Weber Ave Compton, CA 90222		
Policy period:	From: August 27, 2019	To:	August 27, 2020

At 12:01 A.M. (Standard Time) at the address shown above.

Form of Business:	Corporation or other Organization	
Each Occurrence Limit:	$1,000,000	
Damage to Premises Rented to You Limit:	$100,000	Any one premises
Medical Expense Limit:	$5,000	Any one person
Personal & Advertising Injury Limit:	$1,000,000	Any one person or organization
General Aggregate Limit:	$2,000,000	
Products/Completed Operations Aggregate Limit:	Products-completed operations are subject to the General Aggregate Limit	
Supplemental Business Personal Property Floater Coverage Limit:	$5,000	
Supplemental Business Personal Property Floater Coverage Deductible:	$500	

All Premises You Own, Rent or Occupy

Premises Number:	1
Address:	430 E Weber Ave Compton, CA 90222
Total Premium:	$ 1,578.00
Attachments:	See attached Forms and Endorsements Schedule.

EXHIBIT "D"

IMPORTANT - IDENTIFICATION CARDS

STATE FARM

StateFarm **CALIFORNIA INSURANCE CARD**

State Farm Mutual Automobile Insurance Company
PO Box 853922 Richardson, TX 75085-3922
INSURED THOMPSON, ANDREW MUTL
9608 OLIVE ST APT C VOL
BELLFLOWER CA 90706-4554

POLICY NUMBER 640 8121-B28-75 EFFECTIVE
YR 2005 MAKE GMC AUG 28 2019 TO FEB 28 2020
MODEL C6C042 VIN 1GDJ6C1CX5F509557
AGENT NEIL ESTRADA 3896-C18
PHONE (714)232-6070 NAIC 25178

COVERAGE PROVIDED BY THE POLICY MEETS THE MINIMUM LIABILITY LIMITS PRESCRIBED BY LAW, AND IS A COMMERCIAL OR FLEET VEHICLE.

StateFarm THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1 Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2 Don't admit fault or discuss the accident with anyone but State Farm or police.
3 Promptly notify your agent, log on to statefarm.com®, or use the State Farm mobile app to file a claim.

For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com®, or call 1-877-621-5757. *EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.*

How to identify your coverage. See policy for full name and definition

A	Liability	H	Emergency Road Service	U	Uninsured Motor Vehicle
C	Medical Payments	I	Physical Damage	UI	Uninsured Motor Vehicle PD
D	Comprehensive	RI	Car Rental and Travel Expenses	Z	Loss of Earnings
G	Collision	S	Death, Dismemberment and Loss of Sight		

KEEP A CARD IN YOUR CAR

THIS CARD IS INVALID IF THE POLICY FOR WHICH IT WAS ISSUED LAPSES OR IS TERMINATED.

KEEP YOUR CURRENT CARD UNTIL THE EFFECTIVE DATE OF THIS CARD.

ONE COPY OF THIS FORM SHOULD BE CARRIED IN THE VEHICLE AT ALL TIMES. THE FORM MAY BE NEEDED AS EVIDENCE OF INSURANCE IN COURT.
SUBMIT ONE CARD, OR A PHOTOCOPY OF A CARD, WITH YOUR VEHICLE REGISTRATION RENEWAL.
Emergency Road Service information is located on your insurance card.

IMPORTANT - IDENTIFICATION CARDS

STATE FARM

StateFarm **CALIFORNIA INSURANCE CARD**

State Farm Mutual Automobile Insurance Company
PO Box 853922 Richardson, TX 75085-3922
INSURED THOMPSON, ANDREW MUTL
9608 OLIVE ST APT C VOL
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AGENT NEIL ESTRADA 3896-C18
PHONE (714)232-6070 NAIC 25178

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COVERAGES A 0500 C500 U UI

StateFarm THIS CARD MUST BE KEPT IN THE INSURED MOTOR VEHICLE FOR PRODUCTION UPON DEMAND

IF YOU HAVE AN ACCIDENT - NOTIFY THE POLICE IMMEDIATELY

1 Get names, addresses, and phone numbers of persons involved and witnesses. Also get driver license numbers of persons involved and license plate numbers/states of vehicles.
2 Don't admit fault or discuss the accident with anyone but State Farm or police.
3 Promptly notify your agent, log on to statefarm.com®, or use the State Farm mobile app to file a claim.

For EMERGENCY ROAD SERVICE use the State Farm mobile app, log on to statefarm.com®, or call 1-877-621-5757. *EXAMINE POLICY EXCLUSIONS CAREFULLY. THIS FORM DOES NOT CONSTITUTE ANY PART OF YOUR INSURANCE POLICY.*

How to identify your coverage. See policy for full name and definition

A	Liability	H	Emergency Road Service	U	Uninsured Motor Vehicle
C	Medical Payments	I	Physical Damage	UI	Uninsured Motor Vehicle PD
D	Comprehensive	RI	Car Rental and Travel Expenses	Z	Loss of Earnings
G	Collision	S	Death, Dismemberment and Loss of Sight		

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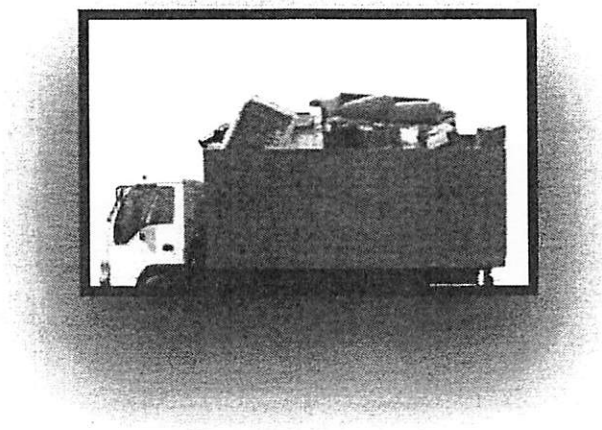
Emergency Road Service information is located on your insurance card.

143295.3 (ofsecuid) 01-15-2018

JUN 27 2019

RESPONSE TO REQUEST FOR PROPOSAL

CITY OF COMPTON
CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL AWAY SERVICES



Submitted by

DUNCAN HAULING INC
DBA COMMUNITY CLEAN UP PARTNERS

4913 SAN CARLOS
COMPTON, CA 90221
Contact: Daneshia Nelson (323) 899-2115

NOVEMBER 7, 2019

COMMUNITY CLEAN UP PARTNERS RESPONSE TO CITY OF COMPTON ILLEGAL DUMPING CLEAN UP, REMOVAL, AND HAUL AWAY SERVICES

TABLE OF CONTENTS

Exhibit 1	Transmittal Letter
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Exhibit 5	Approach and Method Staffing Equipment Fee Schedule Financial Solvency Value Add Key Personnel & Experience
Exhibit 6	References

EXHIBIT 1

Duncan Hauling DBA Community Clean Up Partners

November 7, 2019

Office of the City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Attn: RFP: Citywide Illegal Dumping Clean-Up, Removal * Haul Away Services

Dear Office of the City Clerk,

Duncan Hauling DBA Community Clean Up Partners is pleased to have this opportunity to respond to the City's Request for Proposal for Citywide Illegal Dumping Clean Up, Removal and Haul Away Services. We have carefully reviewed the documentation and fully understand the scope of services. Duncan Hauling Services is the main corporation under which Community Clean Up Partners operates and performs services and will be the entity that will sign and guarantee services under this contract however, we publicly present as Community Clean Up Partners as it better communicates our core values and mission.

The Heart of Community Clean Up Partners is to work collaboratively with communities to build alliance and partnerships which we believe helps to strengthen pride and accountability as we achieve our end to clean and beautify the neighborhood thereby visually reflecting the pride that the people of Compton strongly carry within. Two of our executive officers are Compton natives and we take great pride for hiring within the community.

We remain committed to providing active support to the community and have been noticed and recognized by district 3 and 4 residents for the alley clean up project completed over a three week period last month. We are confident in our ability to continue to meet the needs of the City through our dedicated efforts and hands on approach with the community. We are both honored and excited for this opportunity to expand our scope of services through all districts under the City's Clean Initiative by providing a comprehensive multi-faceted systemic approach to the eradication and prevention of blight in the City for the improvement of the quality of life for all who live, work and visit the great City of Compton.

The following individuals are dully authorized to make representations for the proposer.

Holman Arthurs, CoOwner / Chief Financial Officer
Adrian Duncan, CoOwner / President
Daneshia Nelson, Chief Operating Officer

Sincerely,

Daneshia Nelson
Chief Operating Officer

EXHIBIT 2

Duncan Hauling DBA Community Clean Up Partners

Company Profile

General Business Information

Company Name:	Duncan Hauling Inc
DBA:	Community Clean Up Partners
Address:	4913 San Carlos Compton, CA 90221
Contact Person:	Adrian Duncan
Tel No:	(310) 283-3767
Email:	dunk126ad@gmail.com

Business Details

Business License/Tax ID:	84-2878061
Type of ownership:	Corporation
Number of Employees:	15
Services and Products:	Hauling, junk removal and abatement services

Business Structure

Adrian Duncan, CoOwner/ President
Holman Arthurs, CoOwner / Chief Financial Officer
Daneshia Nelson / Chief Operating Officer

EXHIBIT 3

Community Clean Up Partners Organizational Chart

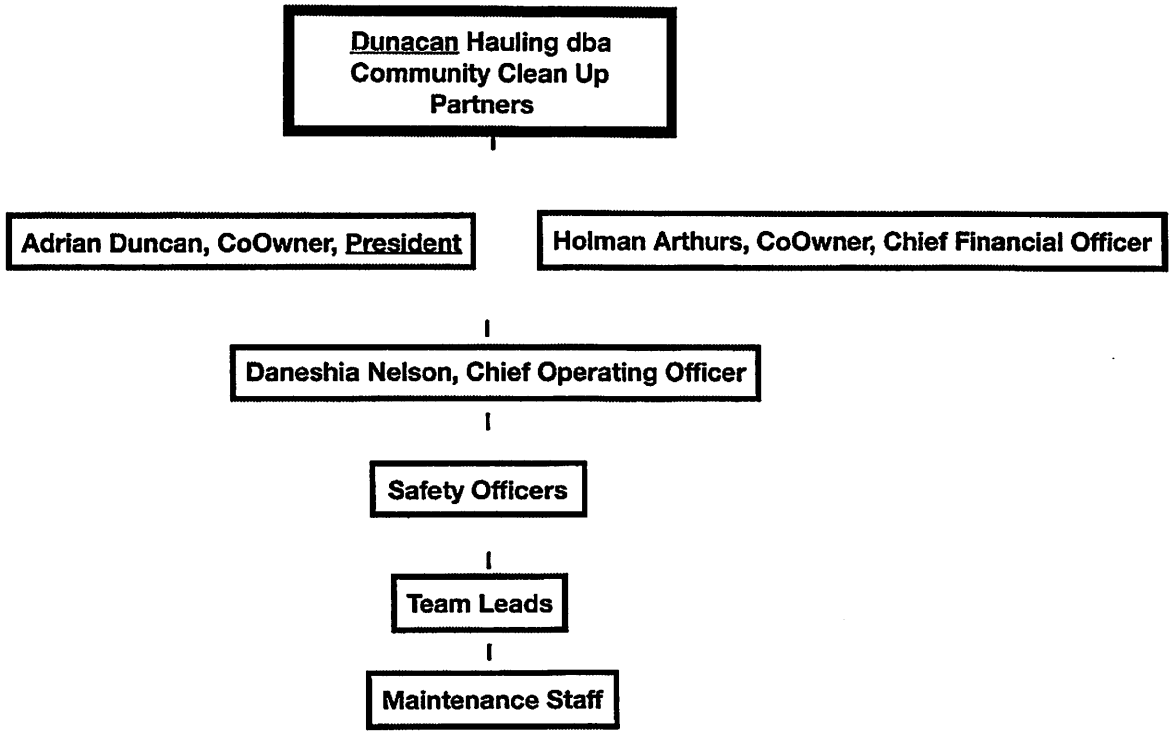

EXHIBIT 4

Preferred Contractors Insurance Company, RRG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREFERRED CONTRACTORS INSURANCE COMPANY
RISK RETENTION GROUP, LLC
COMMERCIAL GENERAL LIABILITY POLICY

ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS

SCHEDULED PERSON OR ORGANIZATION ONGOING OPERATIONS ONLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

Name of Additional Insured:
THE CITY OF COMPTON, ITS OFFICERS, DIRECTORS, VOLUNTEERS.

Designated Project/Location to which this endorsement applies:
205 SOUTH WILLOWBROOK AVE. COMPTON CA 90220

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. **Section III - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations performed during the policy period for the additional insured(s) at the location(s) designated above.

B. This insurance does not apply to "bodily injury" or "property damage" that takes place after, and the Additional Insured's status as an additional insured hereunder terminates, upon the earlier of:

1. All work, including materials, parts or equipment furnished by the Named Insured in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor engaged in performing operations for a principal as part of the same project.

Coverage for any additional insured is governed by the terms, conditions, and exclusions of this policy and all endorsements, including the Insuring Agreement.

The coverage provided for any additional insured is only to the extent of and in the proportion the additional Insured is held liable for the negligence or strict liability/conduct/acts of the Named Insured. No coverage is provided for liability based upon the acts, errors or omissions of the Additional Insured.

Except as set forth above, all of the terms, conditions and exclusions of this policy apply and remain in effect.

Policy No.: PCA5006-PC327311

Date: 09/04/2019

Time: **12:01 a.m.**

Preferred Contractors Insurance Company
Risk Retention Group, LLC
27 North 27th Street, Suite 1900
Billings, Montana 59101
By: _____
Authorized Representative

Policy Number:

Date Entered: 9/4/2019

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/4/2019

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

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

PRODUCER	CONTACT NAME: LINARES STAFF	
Linares Insurance Agency P.O. BOX 4202 PALOS VERDES PENINSULA, CA. 90274	PHONE (A/C, No, Ext): (310)347-3700	FAX (A/C, No): (310)856-4285
	E-MAIL ADDRESS: mlinares@siainc.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: PREFERD CONTRACTORS INS. CO.	
INSURED DUNCAN HAULING SERVICE ADRIAN DUNCAN PO BOX 881283 LOS ANGELES, CA 90009	INSURER B: ALLIED INSURANCE	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:		X	PCA5006-PC327311	09/04/2019	09/04/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
							BODILY INJURY	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] HIRED AUTOS ONLY [X] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY		X	ACP 3009492237	09/20/2019	09/20/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

TRASH AND DEBRIS REMOVAL COMPANY
THE POLICIES HAVE BEEN ENDORSED WITH WAIVER OF SUBROGATION AND IT APPLIES TO THE GENERAL LIABILITY AND THE COMMERCIAL AUTO.
ADDITIONAL INSURED:
CITY OF COMPTON AND ITS RESPECTIVE ELECTED AND APPOINTED OFFICER, OFFICIALS EMPLOYEES, AGENTS AND VOLUNTEERS

CERTIFICATE HOLDER

CERTIFICATE HOLDER HAS BEEN NAMED AS AN ADDITIONAL INSURED:

CITY OF COMPTON

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Produced using Forms Boss Plus software www.FormsBoss.com; Impressive Publishing, LLC 800-208-1977

All workers 1099 workers and we are not required hold Workers Compensation insurance in this case.

Errors and Omissions Liability Insurance is covered under our Commercial Gerneral Liability Insurance

EXHIBIT 5

Approach and Method

Illegal dumping in the City of Compton has been a pervasive problem for many years. Without prompt removal of the trash and other items, the volumes often increases as offenders add to the existing piles. Community Clean Up Partners is committed to picking up reported material in a timely cost effective manner. Our proactive approach to waste disposal management starts with all our employees passing OHSHA training on correct methods of safety and disposal. The trainings are not limited to but includes; use of personal protective equipment, demonstration of knowledge use of a respirator, and procedures of proper communication in the field.

All work areas, sites and conditions shall conform to all applicable Federal, State and local safety standards. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency requirements to maintain a safe working environment.

We at Community Clean Up Partners find that social media is a value ad in identifying areas of extreme need in Compton. It allows us in real time to get feed back regarding concerns of the residence. Though there is an official protocol within the City that residence can call, we find that may not be common knowledge with the residence and that a multifaceted approach to accept request will be necessary to effectively combat the illegal dumping problem in real time. Our staff will constantly take notes during the course of the work day to spot illegal dumping areas. We internally have forms and procedures to document, report and clean up those areas.

Additionally, we have internal forms (see attach a1) to document pertinent information of the conditions and scope of work for each specific alley/area. The forms along with clear before and after pictures, work together to give a clear feel of the impact of clean up. Both digital and hard copies files will be archived to be easily viewed and shared at any time. Our goal is to produce a transparent community clean environment where all community stake holders take collaborate approach to clean our city. In attempt to empower the Compton community in our clean up processes we are committed to keeping our staff 75% Compton residence.

All members of our executive team are integral parts of the day to day process. Pre and Post daily meetings allow us to quickly address concerns and share best practices. New locations of illegal dumping are scouted daily as we prepare for the next work week. We utilize appropriate tools and equipment depending on the scope of work to maximize our efforts and increase our ability to work quickly, safely and efficiently. We remain in constant contact with council members and the Office of Public Works responding to special request within 24 hours and submit timely invoices and backup documentation per City protocol. Additionally, we work collaboratively with other community programs. Should the project be granted to Community Clean Up Partners we will be able to expand our reach in the community, employ more people and dispatch multiple teams.

Staffing

Community Clean Up Partners is an equal opportunity employer and our workforce is a comprised of individuals with diverse and multicultural backgrounds. We are committed to hiring within the community and hiring individuals that need second chances. We believe in judging a person for who they are today and not the mistakes of the their past. All field maintenance technicians are issued and must wear sky blue chemical protection hazard suits, protective hardware, gloves and disposable respirator to insure safety at all times.

Equipment

- (2) 8'x20' Gooseneck 26K Loaded Hydraulic Dump Trailer
- (2) 8' x 16' Dump Trailer Hydraulic Bumper Pull 18,000 lb GVWR
- Mesh tarp
- Large Shovels
- Brooms
- Rakes
- Mini-sledge hammer
- Shop vac
- Saw
- Gas power generator
- 5 gallon gas can (for generator)
- Extension cords
- Contractors grade garbage bags
- 8 garbage cans
- 100 pack dusk mask
- First aid kit

Fee Schedule

- Abatement: $150 per hour
- Waste disposal: $1500 per day includes 1-2 dump trailer and 5-6 man crew (driver, 4 maintenance technicians/abatement specialist, 1 safety specialist)
- Federal Holiday Rate 2x
- Dumping Fees: At Cost
- Special handling (heavy and oversized item) : $30 per item
- Projected Annual Budget $408,000.00 - $420,000.00

Financial Solvency

Community Clean Up Partners is currently operating in the black and is backed by a $175,000 line of credit specifically for this project. The line of credit comes from Co-Owner Holman Arthurs. The line of credit will be used to cover payroll, dumping fees, additional equipment and general over head.

Value Add

In addition to our proven ability to meet the hauling and junk removal needs as demonstrated in our work in District 3 and 4 over the last three weeks, our team is made of individuals from the City of Compton possessing a unique personal investment and passion for the city. We are inspired to play an active role in the betterment of the community. Community Clean Up Partners are completely engaged with the community residents on social media platforms and in person. Our presence has been made apparent and we have been well received in the districts we serviced. We hire from within the City of Compton, attend council meetings and community events/grand openings and collaborate with city programs. We understand and are self motivated to be a beneficial presence in the community in which we serve. Our work process is efficient, safe, and cost effective as we place great value on available resources. It is important that residents, business owners and concerned members of the Compton community know their voices are heard and the City is responsive and accountable for meeting the needs of the community. Through our work, we aim to meet the collective goal to improve the quality of life for all who live, work and visit the great city of Compton.

Key Personnel and Experience

The owners of Community Clean Up Partners play a significant day to day role in key areas of operation. This allows Community Clean Up Partners to provide a combined executive team of professionals that understand the day to day task and remain proactive with addressing concerns and making the necessary adjustments that are critical to curtailing injury, loss of work hours and efficiency in the field. It also helps to form a cohesive team with shared accountability and desired outcome. Pre and post day meetings take place daily and team members have an opportunity to voice concerns and ideas. The management team has worked together to draft this proposal and are fully aware of the goals set out in the RFP and fully understand the requirements therein. A focus on collaboration with our customers, excellence, unparalleled customer service and committed to positively impacting communities in which we serve are constant philosophies evident in the day to day practices at all levels of the Community Clean Up Partners organization.

The following provides a brief description of the executive team responsible for services as it pertains to this proposal.

HOLMAN ARTHURS, CO OWNER, CHIEF FINANCIAL OFFICER

CURRENT RESPONSIBILITIES
Holman oversees company business strategies and development of new business opportunities along with compliance of all existing contracts and ventures and is responsible for numerous hauling operations and assignments. He oversees overall company budget, risk management, expansion, branding, and community collaborations.

EXPERIENCE
Holman has extensive senior management and business ownership experience. He has managed various projects from inception to becoming strong competitors in their respective fields. He has senior management experience including research, evaluating capital project management, and negotiating. With over 10 years of experience he directs all financial planning, forecasting and analysis and ensures that information systems are designed to support management. In addition to successful entrepreneurial ventures, he has worked with

both City government, Federal government and educational institutions. Most recently, his experience and skill successfully led and allowed the Community Clean Up partners to maximum the available project budget for alley clean up and abatement services in Compton's District 3 and 4 allowing us to clean over 10 alleys and work three weeks within the community utilizing a team of which all were residents of the community.

EDUCATION and ACCREDITATION

MA	Sociology	Cal State Dominguez
BS	Political Science	Cal State Dominguez

ADRIAN DUNCAN, CO OWNER, PRESIDENT

CUURENT RESPONSIBILITIES

Adrian is responsible for all the municipal contracts and coordination with municipal offices. As a life long resident of Compton, he has in depth knowledge about city challenges, strengths, history and shares the common goal to build a better community. He has day to day operational responsibility with our teams, ensures that all routes are completed in a safe and timely manner, provide support to our team leads on any potential service issues or complaints and resolves the issue to the customers satisfaction. He manages responsiveness to timeframes and deadlines, facilities and compliance with all existing contracts and corporate structure.

EXPERIENCE

In addition to over 6 years of experience in the hauling and junk removal business and founding Duncan Hauling to respond to an immediate need in his community, Adrian has years of comprehensive financial data processing experience in executive management and entrepreneurial roles. Emphasis on municipal contracts and partnerships, real estate transactions, investments and portfolio management. Since 2014, Adrian has participated on the technical advisory committee with CalRecycle. CalRecycle is responsible for investigation, cleanup, and enforcement of illegal solid waste disposal sites and shares this responsibility with local enforcement agencies. He participated in the development of the Prevention, Abatement, Clean Up and Enforcement (PACE) tool, a web-based illegal dumping resource toolbox for local government. The illegal dumping toolbox has been instrumental with planning a strategic approach to combat illegal dumping and homeless encampments. Illegal dumping is seen as more than just a litter/nuisance abatement issue but rather a solid waste issue.

EDUCATION

BS	Finance	Cal State Los Angeles

DANESHIA NELSON, CHIEF OPERATING OFFICER

CURRENT RESPONSIBILITIES

As chief operating officer, Daneshia is a results oriented professional responsible for problem solving, deadlines, performance compliance, invoice preparation and day to day operational needs. She performs internal audits to ensure implementation of quality standards, reviews efficiency of procedures and helps plan route schedules. Additionally, Daneshia is responsible for safety measures, training and compliance of all employees on field safety and equipment use.

EXPERIENCE

Daneshia has a strong background in start-up company ventures. Over the last 13 years, she has managed architectural, engineer and design firms construction projects for new office setups, coordinated with city planning building and safety departments and multiple vendors for permit planning and solid waste, e-waste, and demolition removal for both commercial and residential projects. She has worked with non-profits and governmental agencies on environmental sustainability programs, public health and works closely with cities, schools and businesses to create educational material and site specific recommendations. Her background in nursing and community health issues makes her an insightful asset to understanding the far reaching problems of solid waste disposal related to illegal dumping and homeless encampments and the planning and advocacy for clean and health environments.

EDUCATION

BA	Business Administration	Jackson State University
Independent Nurse Provider		State of California

EXHIBIT 6

City of LYNWOOD
A City Meeting Challenges
11330 BULLIS ROAD
LYNWOOD, CALIFORNIA 90262
(310) 603-0220

November 7, 2019

City of Compton
205 S Willowbrook Avenue
Compton, CA 90220

Dear City of Compton and All Related Parties:

I recommend without hesitation the services of Duncan Hauling Inc. dba The Community Clean-Up Partners for the cleaning up of illegal dumping that occurs within the city of Compton.

As The Public Works Operations Supervisor here in the City of Lynwood, I have had the opportunity to observe the work of Duncan Hauling over the last approximately three years in their clean-up of the illegal dumping around our local cities.

They have demonstrated themselves to be consistent, hardworking waste management professionals who are reliable, willing to accommodate, and fair in their fees while being able to complete projects within their quoted budgets.

Please feel free to contact me at any time should you require any further information as pertains to their quality and performance of work.

Sincerely yours,

Marcus Farr - Public Works Operations Supervisor
Street, Right of Way and Custodial
City of Lynwood Public Works Department

c. 310-920-2660 ofc. 310-603-0220 extension 813

Mount Salem New Wave

Christian Fellowship Church

October 25, 2019

City of Compton
205 S Willowbrook
Compton, CA 90220

Dear City of Compton:

It is with great pleasure that I recommend Duncan Hauling Inc dba The Community Clean-Up Partners for the job of cleaning up illegal dumping that occurs in the city of Compton. As a head pastor of New Wave Christian Ministries I've had the experience of working with Duncan Hauling of the last 3 years to clean up illegal dumping around our church and they even have lent our their services pro-bono for projects in our local area to clean up the community.

Duncan Hauling dba The Community Clean-Up Partners are trust worthy, hard working waste management professionals. They are always reliable, accommodating and finish the job within the quoted budget. They are a pillar of light in our community and will be a great asset for the city of Compton.

Sincerely yours,

Pastor Pat Strong-Fargas

NEW WEST LANDSCAPING
1019 WEST 133RD ST
GARDENA, CA, 90247
PHONE: 310-617-9967, FAX: 310-769-6614
EMAIL: newwestlandscaping@yahoo.com

CITY OF COMPTON
OFFICE OF THE CITY MANAGER

REQUEST FOR PROPOSAL
CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL AWAY SERVICES

SOLICITATION ISSUE DATE: WEDNESDAY, OCTOBER 23, 2019

New West Landscaping
1019 West 133rd St
Gardena, CA. 90247
Phone: 310-617-9667
Fax: 310-769-6614
Email: newwestlandscaping@yahoo.com

Mr. Craig Cornwell
City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

RE: Request for Proposal
Citywide Illegal Dumping Clean-Up, Removal, and Haul Away Services
Solicitation Issue Date: Wednesday, October 23, 2019

Dear Mr. Cornwell,

New West Landscaping respectively submits this proposal for consideration to provide illegal dumping removal, clean-up in residential areas, alleys, business, public spaces and medians for the City of Compton.

For over 37 years, as an employee, and licensed contractor; New West Landscaping has landscaped, maintained the medians and parkways. For the past 5 years, we have provided the City of Compton with the illegal dumping, weed abatement removal and haul away services. We believe this RFP fits those needs.

As you will see in our proposal, we have many years of experience providing identical services to satisfy all the project goals within the City of Compton. We believe that makes us very qualified to provide those services in the capacity you are requesting for the City of Compton.

We have a ready labor force and the equipment necessary to start immediately upon execution of an agreement.

If you should have any questions regarding our proposal, please do not hesitate to contact us at 310-617-9667.

Sincerely,

Signature

11.7.2019
Date

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New West Landscaping
Citywide Illegal Dumping Clean-Up, Removal And Haul Away Services

1. Company/Firm Information

My name is Mr. Keith D. Dickerson and I am the owner of New West Landscaping License # 833912. I am a former employee from 1982-2012 (retired). I have lived and worked in the City of Compton for over sixty three years. My address is 1301 West Brazil Street Compton CA., California, 90220. My telephone number is 310-617-9667 and fax number 310-769-6614. The e-mail address is newwestlandcaping@yahoo.com. I am a sole proprietorship and have been in business for over twenty years and a license contractor for over fifteen years

2. Qualifications and Experience

As a former City of Compton Employee, I supervised the landscaping and maintenance division which included installing the irrigation systems and plant installation on all the street medians. I also trained several former and current City employees in the safe and

Under the leadership of Mr. Frank Sotelo I developed the City's I.P.M. (integrated pest management program) which included applying pesticides on the right- a -ways, alleys and parkways. The City of Compton also utilized the California Conservation Corps and it was my responsibility to initiate landscaping principles as part of their training matrix.

My responsibilities also included supervising Land Care Landscaping (formerly True Green Landscaping) Swayzer Landscaping and Papa Cooper Landscaping. I have more than thirty seven years of experience working with the City of Compton Public Works Department.

New West landscaping has a no drug, alcohol or smoking policy. For the past five years our business relationship with the City has been beyond reproach. We have responded to the work site well within the twenty four hour guideline stipulated in every contract. We have also responded to several emergency calls when management was unable to reach the City of Compton P.W.D. standby crew.

For the past six years, I have been the project managing principal under the authority of Mr. Harold Duffy, Mr. Johnny Ford, Mr. Roger Haley Mr. Jerry Groomes, and Mr. Cecil Rhambo.Under their authority, I provided prompt services for median maintenance, illegal dumping, public spaces, and residential areas. My responsibilities included taking before and after pictures, providing weekly projections and completed work logs **(see supporting documents).**

During the third option of my contract (2018-2019), New West Landscaping hauled away one hundred and sixty seven (167) tons of illegal dumping from October 2018 thru June 2019. These figures were calculated from the tipping receipts in my records. All the tipping receipts were emailed to Mr. Wendell Johnson and Jo Stewart; they are available upon request. These totals dot not include the City of Compton P.W.D. illegal dumping and tipping weight.

New West Landscaping also employs Space Makers, a local business within the City of Compton. Michael Salavaria the owner of Space Makers has been working for me for the past the three years. He is very familiar with all the alleys, residential streets, parkways and is extremely dependable and does an excellent job removing illegal dumping. **(See resume)**

3. References:

Mr. Uli Feesago
155 East 189th Street
Carson, CA 90746
Phone: 310-864-9861
Email- Ufeesago@yahoo.com

Mr. John Perfitt
315 West Ninth Street, Suite 407
Los Angeles, CA 90015
Phone: 213-323-1870
Email: jperfitt@rn-la.org

Space Makers
Property Preservation Services

We are an owner operated property preservation company with over five years' experience in the debris removal service industry. Founded by Michael J. Salavaria, Space Makers specializes in difficult and sensitive situations and is often contracted to work with fiduciaries, realtors, probate and elder law attorneys, executors and trustees of estates, senior service professional, and city contractors.

We thoroughly understand our client's needs and stay on top of the continual changes in all appropriate guidelines, ensuring all work is completed in accordance with the applicable specification. Our turn-around times are some of the fastest the Industry has to offer. We respond for all service requests within twenty four (24) hours and available seven (7) days a week including holidays.

We also work for New West Landscaping in the City of Compton clearing alleys, parkways, residential streets, homeless encampments in Successor Agency Properties and other assigned locations. Space Makers is experienced in working up to Level 5 hoarder homes and are currently servicing the entire Los Angeles County, Orange County, Ventura County, San Bernardino County, and Riverside County.

Property Preservation Services Include:

Estate clearing and decluttering / E-waste Removal Service / Homeless Encampment Clean Up / Complete Clearing of Hoarded Premises / Shrubbery & Overgrown Foliage Removal / Alley & Corridor Clean Up / Illegal Dumping Removal

We are knowledgeable and experiences in hazardous material removal and service the Southern California area.

Rush service is available!

We carry two million dollars of general liability insurance.
We take great pride in completing work within agreed upon timeframes and requirements, providing supporting photo documentation of all information reported and services completed, and utilizing the most cost-effective procedures to help eliminate out-of-pocket expenses for our clients.

Contact Michael Salavaria with your next Project Assignment

310.597.6642 or MichaelS@Spacemakers.org

Space Makers 801 S.
Pearl Ave. Compton, Ca 90221

4. Cost and Pricing

Location	Median L.F.	Parkway L.F.	Median Cost on a "not to exceed lump sum"	Parkway Cost on a "not to exceed lump sum"
Alondra Parkways	8,000	16,000	n/a	1,200.00
Atlantic Drive	n/a	700	n/a	1,200.00
Bullis Rd. Parkways	n/a	1,700	n/a	1,200.00
Central Avenue Medians and Parkways	12,000	24,000	n/a	2,500.00
Compton Blvd. Parkways	1,200	2,400	n/a	1,500.00
El Segundo Parkways and Medians	700	1,000	n/a	1,500.00
Greenleaf Parkways	n/a	35,000	n/a	2,500.00
Long Beach Blvd. and Medians	3,000	5,500	n/a	1,000.00
Parmelee Parkways	n/a	1,250	n/a	800.00
Rosecrans Medians and Parkways	11,000	22,000	1,200.00	2,000.00
Sam Littleton Parkways	n/a	1,800	n/a	500.00
Santa Fe Avenue and Medians	6,000	12,000	1,200.00	1,500.00
Walnut Street and Medians	7,000	n/a	500.00	n/a
Willowbrook Ave	n/a	9,000	n/a	800.00
Wilmington Parkways and Medians	9,000	18,000	1,500.00	1,500.00
Alameda Corridor	2,500	25,000	2,500.00	4,000.00

Total = 6,400.00 Total =23,700.00

Location				" not to exceed lump sum"
Alleys in all the Districts				200,000.00
Industrial Area (2nd District)				10,000.00
Residential Areas				12,000.00

Total Lump Sum= 222,000.00

Total Cost "not to exceed" = 252,100.00

Total Cost is based on 37.00 per man hours

SAMPLE CONTRACT

RNLA
RESTORE NEIGHBORHOODS LA, INC.

PROFESSIONAL SERVICES AGREEMENT

Section 1 - Parties and Date

This Professional Services Agreement ("Agreement") is effective on September 1, 2015 ("Effective Date") by and between Restore Neighborhoods LA, Inc., a California nonprofit corporation organized under the laws of the State of California ("RNLA") and New West Landscaping, ("Consultant"). RNLA and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

Section 2 – Recitals

2.1 RNLA - RNLA is a nonprofit organization whose mission is to enrich the quality of life for the people in the communities it serves by creating housing, jobs and other economic opportunities, investing in neighborhoods, improving the built environment, and advancing environmental sustainability.

2.2 Consultant – New West Landscaping is deemed a qualified consultant to provide monthly landscape services to RNLA.

Section 3 – Contract Terms

3.1 Scope of Services – RNLA requests and Consultant shall supply the services ("Services") set forth on Attachment B – Scope of Service. Consultant's services provided to RNLA include, but are not limited to those in Attachment B.

3.2 Term - This Agreement shall terminate on September 1, 2016

3.3 Total Amount of Contract – RNLA shall pay Consultant a total amount not to exceed $6,000.00 to provide services to RNLA.

3.4 Expenses – Consultant shall incur, from time to time, expenses related to providing services. Consultant shall submit backup paperwork for all expenses within 30 days of incurring costs and shall provide adequate evidence of incurring and paying expenses. Any Consultant expenses more than $200 shall be approved in advance by RNLA. This limit does not include monthly parking costs if applicable.

Section 4 Responsibilities of Consultant

4.1 Control and Payment of Subordinates; Independent Contractor. The services shall be performed by Consultant or under his supervision. Consultant shall determine the means, methods and details of performing the services subject to the requirements of this Agreement. RNLA retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the services under this Agreement on behalf of Consultant shall also not be employees of RNLA and shall at all times be under Consultant's

exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations for additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

4.2 RNLA's Representative. RNLA hereby designates Jeff Schaffer to act as its representative for the performance of this Agreement ("RNLA's Representative"). RNLA's Representative shall have the power to act on behalf of RNLA for all purposes under this Agreement. Consultant shall not accept direction or orders from any person other than the RNLA's Representative or his/her designee.

4.3 4.4 Coordination of Services. Consultant agrees to work closely with RNLA staff in the performance of services and shall be available to RNLA's Board of Directors, staff, consultants, and RNLA's representatives at all reasonable times.

4.5 Standard of Care; Performance of Employees. Consultant shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and warrants that he is skilled in the professional calling necessary to perform the services. Consultant warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them. Finally, Consultant represents and warrants that he, his employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, including a City business license, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or his sub-consultants who is determined by RNLA to be uncooperative, incompetent, a threat to the adequate or timely completion of Services, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to RNLA, shall be promptly removed from the project by the Consultant and shall not be re-employed to perform the Services.

4.6 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including, but not limited to all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to RNLA, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold RNLA, its directors, officials, officers, employees, agents and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

4.7 Compliance with Regulations. This Agreement is subject to the terms and conditions set forth in the Neighborhood Stabilization Program Professional Services and Rehabilitation Agreement between the City of Los Angeles and RNLA, including but not limited to the terms and conditions set forth in Attachment B incorporated herein by this reference. Consultant shall also comply with all terms and conditions required by lenders, funders, or other

organizations providing support to RNLA. Funders' support can be for RNLA administration and operations or for programs. Consultant shall assure that both Consultant and RNLA remain in compliance with all funders' requirements, IRS regulations, and state, federal, and local law

4.8 Insurance – RNLA is not responsible for any fringe benefits or insurance, including, but not limited to, social security, workers' compensation, state unemployment, federal and state income tax withholdings, retirement, leave benefits, general liability, automobile, and professional liability, for Consultant or employees of Consultant. Consultant assumes full responsibility for the provision of all such insurance and fringe benefits for Consultant and all of Consultant's employees. Specific to this Agreement, Consultant maintains, and must maintain throughout the term of this Agreement, commercial general liability insurance in an amount not less than $1,000,000.00 (except, when applicable, that the coverage for workers' compensation shall be in accordance with statutory requirements) to cover its activities under this Agreement. Consultant must name RNLA or any other organization required by RNLA as an "Additional Insured" on its commercial general liability insurance and on its commercial automobile insurance when applicable; Consultant shall name, when applicable, RNLA as "Certificate holder" on its workers' compensation coverage. Within 48 hours of RNLA's request, Consultant must provide RNLA with a certificate of insurance evidencing Consultant's compliance with all the foregoing required insurance. RNLA reserves the right to require Consultant to carry and name RNLA or others as additional insured the following insurance policies: professional liability, automotive insurance, workers compensation, and other polices as required by RNLA.

4.10 Waiver of Subrogation - All policies of insurance required shall include a waiver of subrogation in favor of RNLA. Consultant hereby waives all rights it may possess or any rights possessed by or passed to its insurers for payment of any claims.

4.11 Safety. Consultant shall execute and perform its work so as to avoid injury or damage to any person or property. In carrying out its services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

Section 5 - Fees and Payments.

5.1 Fees for Services – RNLA shall pay Consultant pursuant to the fees set forth in Attachment B – Scope of Services.

5.2 Payment of Compensation. Consultant shall submit to RNLA a monthly itemized invoice. Each monthly invoice shall: **(a)** be submitted on Consultant's letterhead; **(b)** be signed by Consultant; **(c)** include line items whereby every line item shall include the project name, project/property address if applicable, staff person performing the work, hours worked, and the rate billed for this person. Any reimbursable expenses shall be an invoice line item and shall include a reference to an applicable project/property address if applicable. RNLA shall, within five (5) business days of receiving such invoice, review and accept or reject all charges thereon.

5.3 Invoices. Consultant shall submit invoices to RLNA invoices to RNLA on a monthly basis. Consultant shall provide detail on the amount of time worked and the project or initiative worked on. Consultant agrees to use any software program, or other electronic monitoring system, required by RNLA for reporting or compliance. RNLA may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. RNLA reserves the right to request additional supporting documentation to substantiate costs at any time. All invoices must be signed by an officer of the Consultant under penalty of perjury that the information submitted is true and correct. RNLA will pay all invoices within 10 business days of receiving a correct invoice and correct supporting documentation.

Section 6 - Accounting Records.

6.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. Consultant shall allow RNLA and its funders, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

Section 7 - General Provisions.

7.1 Termination of Agreement – By providing written notice, RNLA or Consultant can terminate this Agreement at its sole and absolute discretion. RNLA or Consultant must provide written notice of termination at least 10 business days in advance of termination.

7.2 Notices. Notices required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose. Notices and correspondence sent via email shall constitute written notice.

Consultant
New West Landscaping
1019 W. 133rd Street
Gardena, CA 90247
Attention: Keith Dickerson
Email: newwestlandscaping@yahoo.com

RNLA
Restore Neighborhoods LA, Inc.
315 West Ninth Street, Suite 407
Los Angeles, CA 90015
Attention: John Perfitt
Email: jperfitt@rn-la.org

Section 8 - Ownership of Materials and Confidentiality

8.1 Documents, Data, and Intellectual Property. RNLA shall own all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement. Consultant shall require all subcontractors to agree in writing that RNLA is granted a non-exclusive and perpetual license for any documents and data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all documents and data. Consultant makes no such representation and warranty in regard to documents and data which were prepared by design professionals other than Consultant or provided to Consultant by RNLA. RNLA shall not be limited in any way in its use of the documents and data at any time, provided that any such use not within the purposes intended by this Agreement shall be at RNLA's sole risk.

8.2 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

8.3 Arbitration. All claims, disputes, and other matters in question arising out of, or relating to, this Agreement or a breach thereof, except for claims that have been waived by the making or acceptance of final payment, may be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or by an Alternate Dispute Resolution Process. The venue for any such arbitration shall be in Los Angeles County California. Should RNLA elect to arbitrate a claim or dispute, notice of the demand for arbitration shall be filed in writing with Consultant and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations. The Parties shall be able to conduct discovery as permitted in the California Code of Civil Procedure. The award rendered by the arbitrators shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction thereof. Unless otherwise agreed in writing, Consultant shall carry on work during any arbitration proceedings, and RNLA shall continue making payments in accordance with this Agreement. All claims that are related to or dependent on each other, shall be heard by the same arbitrator or arbitrators, even though the Parties are not the same, unless a specific contract prohibits such consolidation. Claims and disputes between the Parties will be submitted to the American Arbitration Association for resolution. Award or judgment may be entered in any court having jurisdiction thereof.

8.4 Attorney Fees. If either Parties commences an action against the other Parties, either legal, administrative or otherwise, arising out of or in connection with this Agreement, each Party shall pay its own legal costs.

8.5 Indemnification. Consultant shall defend, indemnify and hold RNLA, its directors, officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any negligent acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, Consultants and subcontractors arising out of or in connection with the performance of

the Services, including without limitation the payment of all consequential damages and attorneys' fees, expert witness fees, and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against RNLA, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against RNLA and/or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse RNLA and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by RNLA, its directors, officials, officers, employees, agents and volunteers.

8.6 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, letters, memoranda or agreements. This Agreement may only be modified by an amendment signed by both Parties.

8.7 Governing Law. This Agreement shall be governed by the laws of the State of California without regard to conflicts of law principles. Venue shall be in Los Angeles County or the appropriate federal court including Los Angeles County within its boundaries.

8.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

8.9 RNLA's Right to Employ Other Consultants. RNLA reserves the right to employ other Consultants in connection with the Services.

8.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties, and shall not be assigned by Consultant without the prior written consent of RNLA, which may be given or withheld in the RNLA's sole and absolute discretion.

8.11 Assignment or Transfer. Consultant shall not assign, hypothecate, transfer, delegate, subcontract, novate either directly or by operation of law, this Agreement or any interest herein without the prior written consent of RNLA, which may be given or withheld in RNLA's sole and absolute discretion. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

8.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Parties. Unless otherwise specified in this Agreement, any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, Consultants and subcontractors of Consultant except as otherwise specified in this Agreement. All references to RNLA include its directors, officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

8.13 Amendment; Modification. No waiver, supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

8.14 Conflicts of Interest. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, RNLA shall have the right to rescind the Agreement without liability. For the term of this Agreement, no member, officer or employee of RNLA, during the term of his or her service with RNLA, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

8.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Parties shall give the other Parties any contractual rights by custom, estoppel, or otherwise.

8.16 No Third Parties Beneficiaries - There are no intended third-party beneficiaries of any right or obligation assumed by the Parties

8.17 Invalidity; Severability - If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

8.18 Equal Opportunity Employment - Consultant represents that he is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

8.19 Labor Certification - By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation, when applicable, or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

8.20 Authority to Enter Agreement - Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Parties.

8.21 Counterparts - This Agreement may be signed in counterparts, each of which shall constitute an original.

8.23 Subcontracting - Consultant shall not subcontract any portion of the services required by this Agreement without prior written approval of RNLA. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

By signing below Consultant and RNLA agree to all terms and conditions of this Agreement.

Restore Neighborhoods LA, Inc.
A California Nonprofit Corporation

By: _____

Printed Name: John Perfitt

Title: Executive Director

Date Signed: 8/17/15

Consultant

By: _____

Printed Name: Mr. Keith D. Dickerson

Title: Owner

Date Signed: August 24th 2015

COUNTY OF LOS ANGELES

Department of
Agricultural Commissioner/
Weights and Measures

Kurt E. Floren
Agricultural Commissioner
Director of Weights and Measures

http://acwm.co.la.ca.us

12300 Lower Azusa Road
Arcadia, California 91006-5872

April 10, 2007

To Whom It May Concern:

I have known Keith Dickerson for three years as a Maintenance Worker III for the city of Compton. During this time, it has been his responsibility to comply with the various regulations California places on government agencies applying pesticides. Those include obtaining an operator identification number for the use of pesticides, completing and submitting Pesticide Use Reports to the County Agricultural Commissioner's office, providing annual training before employees handle pesticides, and maintaining the pesticide storage area.

During my annual inspections, I check for compliance of numerous code sections. A "Non-Compliance" in any code section results in a "Warning Letter" or a Civil Penalty. Mr. Dickerson has demonstrated the ability to comply with all applicable laws and regulations pertaining to pesticides. He has instituted and maintained a program that satisfies the requirements set forth by the state. His efforts have kept the City in compliance.

Sincerely,

Adrian Juan Zavala
Los Angeles County Agricultural/
Weights & Measures Inspector III
Agricultural Pesticide Regulation

AJZ:ajz

c: Richard Iizuka, Deputy Director
Environmental Protection Bureau

State of California
Commission on Teacher Credentialing

issues this document to

KEITH DARRELL DICKERSON

DOCUMENT NUMBER: 060171099 **VALID:** 03/01/2003 to 04/01/2008. This document will remain valid, for the period indicated, provided the holder completes Level 1 requirements within two years of issuance.

DOCUMENT TITLE: Preliminary Designated Subjects Vocational Education Teaching Credential: Full Time

SUBJECT(S) AND AUTHORIZATION(S):

Landscaping

(R4FV) This credential authorizes the holder to teach in the subject or subjects named above in grades twelve and below and in classes organized primarily for adults, in technical, trade, or vocational courses that shall be part of a program of technical, trade, or vocational education.

RENEWAL CODE(S):

(DF) To renew this credential, the holder must complete two years of successful teaching, the Level I and Level II requirements of an approved program of personalized preparation, and the health education unit, and must receive the recommendation of a Commission-approved Local Education Agency or an employing school district.

Specific renewal requirements can be found at www.ctc.ca.gov.

Arnold Schwarzenegger
Governor, State of California

Leslie Peterson Schwarze
Chair, Commission on Teacher Credentialing

Dale A. Janssen
Interim Executive Director

**********NO FURTHER ENTRIES**********

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **833912** Entity INDIV

Business Name NEW WEST LANDSCAPING

Classification(s) C27

Expiration Date 03/31/2020 www.cslb.ca.gov

dpr
DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAC

QUALIFIED APPLICATOR CERTIFICATE

LICENSE #: 87578 **EXPIRES: 12/31/2020**
Categories: B Issued: 1/1/2019

KEITH D DICKERSON
1019 W 133RD ST
GARDENA, CA,90247

This License must be shown to any representative of the Director or Commissioner upon request.

THIS CERTIFICATE IS NON TRANSFERABLE
POST IN A CONSPICUOUS PLACE

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 N. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party, and no refunds will be issued for the license once a certificate has been issued.

LICENSE NO:	BL15-003641	**EXPIRATION DATE:**	09/30/2020
BUSINESS:	NEW WEST LANDSCAPING	**ISSUE DATE:**	08/21/2019
LOCATION:	1019 W 133RD ST	**OWNERSHIP TYPE:**	Sole Proprietor
OWNER NAME:	KEITH DICKERSON	**CLASSIFICATION:**	2389
MAILING ADDRESS:	1019 W 133RD STREET GARDENA, CA 90247	**DESCRIPTION:**	CONTRACTOR LANDSCAPING (C27)
RESTRICTIONS:			

NEW WEST LANDSCAPING
1019 W 133RD STREET
GARDENA, CA 90247

STATE OF CALIFORNIA

DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

REGISTERED

WASTE TIRE HAULER

New West Landscaping
1019 West 133rd Street
Gardena, CA 90247

ISSUED BY:

DEPUTY DIRECTOR

VEHICLE LICENSE PLATE NUMBER:	6N82584
UNIT NUMBER (INTERNAL USE):	
DECAL SERIAL NUMBER:	19-05430
ISSUE DATE:	December 6, 2018
EXPIRATION DATE:	December 31, 2019
CALRECYCLE TPID NUMBER:	1881619

FOR QUESTIONS CONCERNING THIS REGISTRATION, PLEASE CALL (866) 896-0600

ONLY ORIGINAL REGISTRATION VALID

BOND ID CARD

Producer
Statewide Commercial Insurance Brokers
1745 W. Orangewood Ave Ste 211
Orange, CA 92868

Principal
KEITH DICKERSON
NEW WEST LANDSCAPING
1019 W 133RD ST
GARDENA CA 90247

Your bond #10089090 has been issued. Attached is your Bond ID Card.

CALIFORNIA
CONTRACTOR'S LICENSE BOND

NEW WEST LANDSCAPING
License Number | Bond Number
833912 | 10089090
BOND EXPIRATION DATE: 2/6/2020
SURETY COMPANY: Accredited Surety and Casualty Company, Inc
Producer Name: Statewide Commercial Insurance Brokers

The Bond premium is fully earned and non-refundable upon issuance.

Safety Training Specialists, Inc. *presents this certificate to:*

Keith Dickerson

Employee of City of Compton Public Works Department
for successfully completing an 8-hour course in

Backhoe / Loader Safety

in compliance with
Title 8, California Code of Regulations, Section 3203

Frank J Pedraza

Frank J. Pedraza, RSA, RSM, RSO, EMT, CHMI.
Course Director

June 30th, 2011
Date of Completion

800 794-7233 **www.stsosha.com**

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code
and the Rules and Regulations of the Contractors State License Board,
the Registrar of Contractors does hereby issue this license to:

NEW WEST LANDSCAPING

to engage in the business or act in the capacity of a contractor
in the following classification(s):
C27 - LANDSCAPING

Witness my hand and seal this day,
March 15, 2004

Issued March 12, 2004

Keith D. Dickerson
SIGNATURE OF LICENSEE

Stephen P. Sands
Stephen P. Sands
Registrar of Contractors

SIGNATURE OF LICENSE QUALIFIER

833912
License Number

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

AUDIT NO. 311728

13L-24 (REV. 7-01) OSP 01 59448

CALIFORNIA UNIFIED CERTIFICATION PROGRAM
DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATE

NEW WEST LANDSCAPING

1019 W. 133RD ST.
GARDENA, CA 90247

Owner: KEITH DICKERSON

Business Structure: SOLE PROPRIETORSHIP

This certificate acknowledges that said firm is approved by the California Unified Certification Program (CUCP) as a Disadvantaged Business Enterprise (DBE) as defined by the U.S. Department of Transportation (DOT) CFR 49 Part 26, as may be amended, for the following NAICS codes:

NAICS Code(s) * Indicates primary NAICS code

* 561730 Landscaping Services

238220 Plumbing, Heating, and Air-Conditioning Contractors

Work Category Code(s)

C9866 HEATING & AIR CONDITIONING

D3430 PLUMBING & HEATING, EXCEPT ELECTRIC

C9867 LANDSCAPING CONTRACTOR

Licenses

C27 Landscaping Contractor

UNIFIED CERTIFICATION PROGRAM

CERTIFYING AGENCY:

LOS ANGELES COUNTY METRO TRANSPORTATION AUTHORITY (MTA)
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012 0000
(213) 922-2600

UCP Firm Number : 40921

Marilyn White
CUCP OFFICER

March 25, 2013

It is CUCP's policy and objective to promote and maintain a level playing field for DBEs in California on Federal-aid contracts. We ensure nondiscrimination in the award and administration of U.S. DOT assisted contracts based on the requirements of 49 CFR Parts 21 and 26.

Transmittal Letter

Dear Office of City Clerk for the City of Compton,

Please accept this proposal for citywide illegal dumping clean-up, removal and haul away services. We know this project is the culmination of many years of careful planning, and we want to help make your lifelong dream a reality of clean alleys throughout the City.

At Silverstar Builders, we're not your big box contractors. We understand that you have very particular needs and preferences, and you want a personal touch. You want timely and efficient clean-up and haul away service for the residence of the City of Compton.

New construction isn't all we do. Should you find the need for dumping clean-up, removal and haul away, we've got you covered.

Personalized service and one-on-one attention is our philosophy. That's why we treat each client and project as if they are the only client, and completing your project on schedule and on budget is our goal.

All the best,

Joe Rodriquez

Proposal
For

The City Of Compton

Dumping Clean-Up, Removal, And Haul Away Services

SILVERSTAR BUILDERS
538 w 224th st
Carson, CA 90745

Company Contact Personnel: Nealie M. Richardson
562.972.1841
November 6, 2019

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The Company

Silverstar Builders is a small locally owned and operated construction firm that has served the Los Angeles County area since 1994. Silverstar Builders specialize in residential and independent commercial building projects such as fire and water damage emergency services, re-construction of damaged dwellings, cleanup of miscelanious trash from abandoned homes and surroundings.

Our strong team of loyal and expert trade people works under the direction of our highly experienced foreperson. Whether building, dumping or clean-up and removal we offer customized solutions and services to meet your construction needs.

Certifications

All of our team members are fully qualified, certified, licensed, insured, and bonded. Your project will be executed with the highest standards of professional conduct. Our certifications provided upon request

Jose Rodriguez holds a degree in electrical engineering, certified building inspector for real estate, General contractors License B and C17.

Nealie Richardson holds a Real Estate Sales Person License

Staff

Silverstar Builders is operated with a small staff of field supervisor / estimator, foremen / quality control, equipment operator, and laborers.

Silverstar Builders has employed residents from the City of Compton as well as working with Non-profits to assist individuals and the homeless to get re-acclimated back into society through work programs.

Project Summary

The Goals and Objectives

The overall objective is to expand to city sponsored programs such as cleanups and gratiffee removal. Silverstar Builders is looking to obtain the trash and debris removal service with the City of Compton to include Alley Clean-up, weed abatement, roadside clean-up services. We understand the scope of the work and target market to include the 18 listed work sites and any other requested services or sites authorized and approved by the City. Silverstar Builds will offer rapid response cleanup services 24/7 upon the City approval.

Compensation

Yearly compensation amount shall be $85,000.00 per year which shall include general trash such as clothing, paper, furniture, household items with foot hauled away @1.75 per square foot to be calculated by the area of the dump trailer to be used. Photos of before and after shall be provided with weight receipts.

Alley clean-up	$1500.00
Weed abatement	$1200.00
Roadside clean-up	$1200.00
Right-of-way clean-up	$1500.00

Tires & Concrete to be assessed on a case by case

Period of performance timeline

Silverstar Builder is total equipped and ready to begin the prescribed work beginning in December of 2019 with an understanding that it will be completed through June 2020 and may be extended at the city's sole discretion and option for work related to the preliminary scope of work as described from July 1, 2020 through June 30, 2021

Company Assets

2 dump trailers with 5 ton capability each, three heavy duty trucks, various hand tools.

Proposal Submitted by:

Jose Rodriguez

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