Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting telephonically by leaving a voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

COMPTON CITY COUNCIL
AGENDA
09/22/2020
5:30 PM

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

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

(Persons wishing to address the City Council on the Closed Session items may do so at this time. Comments are limited to one (1) minute per speaker and shall be limited to Closed Session agenda items)

CLOSED SESSION – 4:30 p.m.

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Pursuant to California Government Code Section 54957(b)

PUBLIC EMPLOYMENT APPOINTMENT
Title: City Manager
Pursuant to California Government Code Section 54957(b)

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. SEPTEMBER 8, 2020

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

2. INVESTMENT REPORT - JULY 31, 2020 (Receive and File)

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF WATER GENERAL MANAGER AND CORRECT RANGE FROM 186 TO 192

REGULAR AGENDA

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

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

   LAW ENFORCEMENT REVIEW BOARD COMMITTEE APPOINTMENTS

CITY MANAGER'S REPORT

5. EMPLOYEE RECOGNITION - Fire Department: Brownie

6. DISCUSSION: PUBLIC PARTICIPATION AT CITY COUNCIL MEETINGS

7. ORAL REPORT - ALAMEDA CLEAN UP

8. POWER POINT PRESENTATION - STREET IMPROVEMENT UPDATE

9. POWER POINT PRESENTATION - BOND FINANCING UPDATE

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE A SENATE BILL 2 GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND THE PREPARATION OF AN UPDATED GENERAL PLAN LAND USE ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ($310,000)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE MAYORS FOR A GUARANTEED INCOME NETWORK AND THE ENACTMENT OF A COMPTON GUARANTEED BASIC INCOME PILOT INITIATIVE PROGRAM TO AID COMPTON RESIDENTS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE INJURY OF TWO SHERIFF DEPUTIES ON SEPTEMBER 12, 2020 ($10,000.00)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 10/6/2020 @ 5:30 PM

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

SEPTEMBER 8, 2020

The Closed Session Compton City Council Meeting was called to order at 4:49 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 – McCoy, Sharif, Brown *(Via Zoom Teleconference)*
Council Members Absent – Chambers *(Joined the meeting at 5:45 p.m.)*, **Galvan**

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

CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION CSMCS Case #ARB-19-0298 pursuant to Government Code Section 54956.9(a)

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

There were no public comments regarding closed session agenda items.

City Attorney Damon Brown requested a closed session discuss a conference with legal counsel existing litigation CSMCS Case #ARB-19-0298 –pursuant to Government Code Section 54956.9(a).

On motion by McCoy, seconded by Sharif, the City Council recessed to closed session at 4:49 p.m. by the following vote on roll call:

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

RE-CONVENE TO OPEN SESSION

On motion by Sharif, seconded by McCoy, the City Council re-convened at 5:45 p.m. by the following vote on roll call:

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

City Attorney Damon Brown reported that there was no reportable action taken during the closed session.

INTRODUCTION OF SPECIAL GUEST

David Ford, Southern California Edison Representative provided an update on the record-breaking heat days that caused a tremendous surge on the State's power grid, indicating that there were 400,000 outages from midnight Friday to noon today. Mr. Ford further noted that Edison work crews are committed to restoring power and further assured the Council and community that the crews will continue to work around the clock to restore and improve services.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

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voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance. City Clerk Godwin commented that she reads each comment that is sent to the City prior to the 4:00 p.m. deadline on the day of the meeting.

City Clerk Alita Godwin read the audience comments as submitted into the record:

Robert Ray – "Will someone please explain the reasoning and rationale of items # 8, 10, 11, and 12. I wish to retract my comment last week about the funding of next year's local election. I have been assured that funding is available.

For anyone following me on Facebook, you know that COVID-19 is still very active in Compton. Every day more people in Compton are becoming infected, and, almost every day another Compton resident loses their life because of COVID-19. I want to encourage everyone to take this pandemic seriously. Wear your face mask when in public and avoid large crowds of people.

Every registered voter in California will automatically get a vote by mail ballot beginning the week of Oct. 5th. Go to LAVOTE.NET to make sure you are still registered. As soon as you get your ballot in the mail, fill it out and mail it back ASAP. Make sure you sign the envelope. No postage is needed. This General Election will be the most important election of our lifetime."

Joyce Kelly – "To the people of Compton: Recalls are being collected to get Mayor Aja Brown and council member Michelle Chambers out of Compton, because they refuse to do anything positive for the people of Compton and their city! PLEASE SIGN!

The people of Compton are aware the city manager Craig Cornwell is incapable of leadership, especially since he has little experience as city attorney! Council members Galvan and Sharif aren't getting his help in advancing the city in their districts. Councilwoman Tana Mccoy also hasn't done or actually requested anything be done in the 3rd district. As long as Tana McCoy gets jobs and contracts for her family and friends of her family and fathers of her relatives she will not vote against city manager Craig Cornwell! Tana McCoy was the only liaison for the mayor and council members during Mayor Omar Bradley's administration and misused the city's credit card, says him. Tana Mccoy you will be next for a recall! Remember the people of the 3rd district speak out!!! You've said or done nothing for Compton or the 3rd district!) PREPARE AGAIN FOR AN APPEARANCE BEFORE THE GRAND JURY!!!"

Connie Halbig – "I am writing to you about the water problems that I am seeing. The water is cloudy at times. It also smells one day like sewer other days like pure chlorine. It also has a lot of calcium deposits. I need to use CLR at least every other week to clean the coffee pot. And need to buy a new one twice a year because water is destroying it from the build-up, the water causes to it here. Something needs to be done. I also have not seen a flush done outside for years now maybe 7 or 8 years. maybe there could be one done and water may be better coming out.

Craig Cornwell: There MUST be a curb painted Red in front of fire hydrant. People park on top of it so the fire department may have a large problem getting to it if there ever was a fire. I have written to you Craig Cornwell and you have done nothing. I also requested speed bumps from the speeders around here. And parking permits. So far you have done nothing about anything.

Damon Brown; What is being done about DMV results from Council Members. Are you going to collect back monies paid to those that don't have a valid license for the past few years but was getting paid. If so I hope you do it before elections and that person may no longer be on the council. As always watching and listening for answers to my questions."

Joanne Morales – "Good evening. Doesn't the city pay a fine if we don't meet a certain amount of recycling collected in our trash or whatever? I have never been clear as to who the fine is paid to.. The county? The State? Space aliens? ..I really have no idea... Not trying to spread rumors, but 10 grand a day is the fine amount that comes to mind...If I'm wrong, I'm wrong.., So like where are we with that? I was reminded the other day when I got in a confrontation with somebody

stealing the recycling out of my trash can. Of course when I went to sleep somebody came back and took everything they wanted and threw a bunch of other stuff on the street. I'm curious with Covid19, are more people taking recycling to recycling centers for cash and/or is more being stolen from cans? Thanks in advance... JUST ASKING...Oh I used to be disgusted and now I try to be amused."

Gilda Blueford – President AHA Neighborhood Watch Group – "To the Compton City Council, On behalf of the AHA Neighborhood Watch Group, I have been asked to thank Councilwoman Tana McCoy, City Manager Craig Cornwell, Southern California Edison Rep David Ford, and the team who worked from 4:30 pm on Monday evening, to 1:16 am Tuesday morning.

On Sunday, September 6, two transformers burned out, the sparks caused wires to burn and split landing in the backyards of 3 homes on the Southside of West Arbutus, resulting in a loss of power along the entire block. I later learned the Northside of West Poplar was also affected. After numerous phone calls following downed wire protocol, and getting nowhere, I reached out to our 3rd District Councilwoman Tana McCoy, who Immediately put me in touch with David Ford. After dealing with excessive heat, complete darkness, defrosting refrigerators, and freezers, the City Manager was invited in to assist with the restoration effort as well.

Imagine the relief that was felt when at 1:16 am this morning, we had electricity. Again, thank you for understanding the urgency, and severity, of being without power by working both with us, and for us. Our takeaway from this Is our new slogan: "even with an 'absence of power' together we are not powerless."

CONSENT AGENDA

CITY ATTORNEY

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,304 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2020-2021 AND 2021-2022 ***(Approved Resolution Number 25,345***)

CITY CLERK

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2020-2021 ($35,500.00) ***(Approved Resolution Number 25,346***)

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2020-2021 ($35,000) ***(Approved Resolution Number 25,347***)

WATER DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR SUBSCRIPTION CONTRACT WITH ONLINE SOLUTIONS, LLC AND ISSUE A PURCHASE ORDER FOR PROVISION OF CLOUD COMPUTING INFORMATION TECHNOLOGY SOFTWARE, ANNUAL MAINTENANCE AND TECHNICAL SUPPORT TO VARIOUS CITY DEPARTMENTS ($139,500) ***(Approved Resolution Number 25,348***)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK HOLDING COMPANY LLC IN THE TOTAL AMOUNT OF $81,856: $41,176 FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2020-2021 AND $40,680 FOR SERVICES RENDERED DURING FISCAL YEAR 2019-2020 ***(Approved Resolution Number 25,349***)

On motion by Chambers, seconded by Sharif, 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

CITY MANAGER'S REPORT

6. ORAL REPORT - CENSUS UPDATE

Dr. Aubrey Relf and **Kimberly McKenzie** provided a power point presentation regarding the 2020 Census, and announced that to date, 62.2 % of the residents have participated in the Census, moreover, the deadline to complete the 2020 Census has been changed to September 30, 2020. The City will continue its outreach methods to encourage residents to complete the Census through various means such as social media announcements, bench bus ads, census caravans, door hangers, robocalls and digital billboards along the 91 and 105 Freeways. Dr. Relf further highlighted the Census Outreach at Walter Tucker Park on September 11, 2020 and Voter Registration Community Event scheduled for September 19, 2020 at Burrell MacDonald Park. At these locations, the City will provide technical assistance along with computers for the residents to use in completing their Census forms. The City is also working with local churches and organizations announcing the importance of 100% participation in the 2020 Census.

CITY ATTORNEY'S REPORTS

7. ORAL REPORT - EMPLOYEE RECOGNITION: Talford Thompson

City Attorney Brown introduced legal Intern, Mr. Talford Thompson, a 3rd year law student at UC Irvine. Attorney Brown noted that Mr. Thompson has done a remarkable job handling small claim cases, preparing various warrants and legal documents, while also performing legal research and legal services for the City Attorney's Office and other City departments as well. Mr. Thompson has received many accolades and has earned several distinguished honors in the legal field. Attorney Brown offered his sincere thanks to Mr. Thompson for his dedicated service to the City of Compton.

Mr. Talford Thompson thanked the Mayor and City Council for this awesome opportunity, adding that he has gained invaluable, hands-on experience working with Compton. Mr. Thompson encouraged the City to keep the program in place, as it provides a wonderful opportunity for young people of color pursuing a career in the legal field.

The Mayor and City Council thanked and commended Mr. Thompson and wished him all the best in his legal career. The Council also thanked City Manager Craig Cornwell and City Attorney Brown for launching this successful program.

UNFINISHED BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CREATING THE DEPARTMENT OF COMMUNITY IMPROVEMENT SERVICES (Second Reading)

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

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

It was moved by McCoy, seconded by Mayor Brown (who stepped from the Chair) **Ordinance Number 2,324** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CREATING THE DEPARTMENT OF COMMUNITY IMPROVEMENT SERVICES'** was adopted by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BUCKNAM INFRASTRUCTURE GROUP, INC. TO UPDATE THE PAVEMENT MANAGEMENT STUDY ON ALL CITY ROADS WITHIN THE CITY LIMITS ($67,057)

On motion by McCoy, seconded by Chambers, **Resolution Number 25,350** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BUCKNAM INFRASTRUCTURE GROUP, INC. TO UPDATE THE PAVEMENT MANAGEMENT STUDY ON ALL CITY ROADS WITHIN THE CITY LIMITS'** was adopted by the following vote on roll call:

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

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ABOLISHING THE HUMAN RESOURCES DEPARTMENT AND CREATING THE DEPARTMENT OF INTERNAL SERVICES (First Reading)

On motion by Chambers, seconded by Mayor Brown (who stepped from the Chair), the reading of the ordinance in full was waived by the following vote on roll call:

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

It was moved by Councilmember Chambers, seconded by Mayor Brown (who stepped from the Chair) that the ordinance be placed on first reading.

Councilmember McCoy expressed her displeasure of the use of the word 'abolishing' in the ordinance.

Councilmember Sharif questioned the 'meet and confer' process between the City and the Unions relative to City personnel.

City Attorney Brown explained that the ordinance is simply providing for the reorganizing and restructuring of various departments.

Councilperson Sharif read a statement regarding litigation concerning this issue and raised concern regarding the entire process.

The Ordinance entitled 'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ABOLISHING THE HUMAN RESOURCES DEPARTMENT AND CREATING THE DEPARTMENT OF INTERNAL SERVICES' the first reading failed by the following vote on roll call:

AYES: **Council Members - Chambers, Brown**
NOES: **Council Members - McCoy, Sharif**
ABSENT: **Council Members - Galvan**

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ABOLISHING THE GENERAL SERVICES DEPARTMENT AND CREATING THE DEPARTMENT OF PUBLIC WORKS - STREET MAINTENANCE (First Reading)

It was moved by Chambers, seconded by Mayor Brown (who stepped from the Chair) the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by Councilmembers Chambers, seconded by Mayor Brown (who stepped from the Chair) that the ordinance be placed on first reading.

After considerable discussion, the motion and second were withdrawn and the ordinance was removed from the agenda.

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ABOLISHING THE BUILDING AND SAFETY DEPARTMENT, THE PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT AND THE DEPARTMENT OF THE COMPTON LOCAL HOUSING AUTHORITY AND CREATING THE DEPARTMENT OF COMMUNITY DEVELOPMENT (First Reading) ***(Removed from agenda)***

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Reminded everyone that Covid-19 testing is still available at Gonzales Park, 1101 W. Cressey Street, Compton. The hours of operation are Sunday thru Thursday from 8:00 a.m. until 8:00 p.m. Please call: (888) 634-1123 to schedule an appointment.

- Requested that the City Manager contact the Railroads once again to discuss the maintenance of the rail system.

- Requested that the City Manager address the large trees which are growing into the power lines.

- Encouraged each household to return their 2020 Census questionnaire to assure the City is receiving critical funding for the next ten years.

- Commented that residents of the community voted for the Councilmembers to make decisions on their behalf and in the best interest of all the residents, therefore, it is crucial that the Councilmembers come to the meeting prepared to make well-informed decisions.

- Requested that the meeting be adjourned in memory of **Barbara Blueberry** and The **Honorable Assemblywoman Gwen Moore.**

Councilmember McCoy offered the following communications/announcements:

- Requested that the City trim the trees near Oleander and Alondra Boulevard.

- Requested a status report on the downed traffic signal on Central Avenue and Alondra Boulevard, which has been down for over a year.

- Noted that the easement on Wilmington between Greenleaf and Alondra Boulevard is in need of a clearing and cleaning.

- Invited the community to participate in a Virtual Expungement Clinic on September 22 and 27, 2020. Please call: 310 639-3136 for additional information.

Councilmember Sharif offered the following communications/announcements:

- Announced that there will be a *Grab and Go* Food Giveaway on September 18, 2020 at Mt. Pilgrim Church, 400 S. Santa Fe, Compton from 12 noon to 1:00 p.m.

- Reminded the residents of the importance of responding to the 2020 Census to ensure that the City of Compton receives all the necessary funding it is entitled to receive.

- Encouraged the residents to be tested for COVID-19 at any one of the various sites offered by the County of Los Angeles and invited those interested to visit: COVID-19.lacounty.gov.

- Announced that she will be hosting a 2020 Hub City Clean up on Saturday, September 26, 2020 in collaboration with the Distinguished Men of Compton and various Church organizations.

Mayor Brown offered the following communications/announcements:

- Announced that there are 3,751 confirmed cases of the coronavirus in the City to date with 61 fatalities attributed to the virus. Mayor Brown further indicated that it is critical that everyone continue to wear nose and mouth coverings, practice social distancing, and perform frequent handwashing to combat the spread of the coronavirus. Mayor Brown encouraged the residents to visit: Comptoncity.org to access the Resource Guide to receive vital information regarding food distribution centers and other programs.

- Announced that the City has secured a permanent COVID-19 testing site located at Gonzales Park, 1101 W. Cressey Street, Compton. The hours of operation are Sunday thru Thursday from 8:00 a.m. until 8:00 p.m., and the location is open to all Los Angeles County residents. Please schedule an appointment at: LHI.CARE/COVIDTESTING. Appointment can also be made by telephone by calling (888) 634-1123.

- Requested that the community continue to pray for the City Council and the entire Compton community which is dealing with the global pandemic, systemic racism and on-going social injustice.

- Announced that 62.4% of the residents have responded to the 2020 Censure, however, we remain hopeful that there will be 100% participation. Ms. Brown emphasized that it is absolutely imperative that each household respond to the 2020 Census to ensure that Compton receives its fair share of critical funding. Please visit: 2020census.gov for additional information.

- Announced that October 19, 2020 is the final day to register and further encouraged everyone to exercise their right and responsibility and ***VOTE*** on November 3, 2020!

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Honorable Gwen Moore, Barbara Blueberry and Bruce Williamson** at 7:51 p.m. by the following vote on roll call:

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

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

DATE: SEPT 22, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF JULY 31, 2020.

DOUGLAS SANDERS
CITY TREASURER

CITY OF COMPTON
Portfolio Management
Portfolio Summary
July 31, 2020

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	100,754,431.26	100,754,431.26	100,754,431.26	99.87	1	1	1.341	1.360
Passbook/Checking Accounts -2	132,029.34	132,029.34	132,029.34	0.13	1	1	0.010	0.010
Investments	**100,886,460.60**	**100,886,460.60**	**100,886,460.60**	**100.00%**	**1**	**1**	**1.340**	**1.358**

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	147,923.49	147,923.49
Average Daily Balance	**104,163,513.92**	**104,163,513.92**
Effective Rate of Return	**1.67%**	**1.67%**

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly Investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The Investment program and future revenue of the City are uncertain as to sufficient cash to meet six months of estimated expenditures. This is due to the COVID-19 OUTBREAK worldwide. The uncertainty of Cities to collect revenues is due to the Executive Order by the Governor of California, which calls for business closures and for people to stay at home until April 19, 2020. As of this report, the Governor softened some restrictions on Counties and Cities if they met certain criteria, except for the County of Los Angeles, which continues to have high infection rates and hospitalization due to COVID-19. As of July 31, 2020, the 1st month of the Fiscal Year 2020/2021, the City had a total in the General City Bank account plus LAIF account of $37.5 million. At the time of this reporting period, the City had $2.4 million in large outstanding warrants payable to vendors. On January 2, 2020 the Successor Agency received its property tax revenue called ROPS. On April 20, 2020, the City received its portion of property tax revenue of $9.4 million from the Los Angeles County. Also, on May 20, 2020, the City received another property tax revenue of over $8.4 million, in both cases some of this revenue goes towards the City PERS account. In addition, the Successor Agency received its next ROPS on June 2, 2020. Our PERS balance is $39.4 million as of the date of this reporting period. I also would like to make aware that this report shows that the City EARNED OVER $2 MILLION in interest revenue, combination of General City and Successor Agency, as of June 30. The Federal Reserve Bank has reduced rates to 0% or near zero due to the COVID-19 pandemic. However, the FOMC's Chairman has issued over 20 directives to help jump start the economy with a lot of liquidity for future adjustments, as economic conditions are expected to worsen. Also, Congress has passed several bills, over 3 trillion dollars to help businesses and people who are unemployed. At this time of the report, unemployment benefits will expire on July 30, 2020, and we have no clue what effects to the economy this will have. The City will lose out on sales tax revenue due to small and medium businesses closing, this is due to the Governor's Executive Order to stay at home because of COVID-19. The City's payment to the Sherriff's Department each month is approximately $1.9 million and the employee's payroll over $2 million a month, plus other major expenditures. The City Manager and staff is projecting a large budget short fall of over $5 million. Our City, like other cities, will or has put out layoff notices to employees. We are all headed into uncharted territory as the death rate from the pandemic rises and activity is restricted due to the stay at home order for all California citizens and businesses.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 7/31/2020

3 month T-Bill @ 0.0790%
6 month T-Bill @ 0.0940%
1 year T-Bill @ 0.1070%

DOUGLAS SANDERS, CITY TREASURER

9-17-2020

Reporting period 07/01/2020-07/31/2020

Run Date: 09/17/2020 - 15:01

Portfolio COMP
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
July 31, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
6000	6000	General City			29,267,919.28	29,267,919.28	29,267,919.28	1.360	1.341	1.360	1	
6007	6007	Successor Agency Gen			29,900,750.65	29,900,750.65	29,900,750.65	1.360	1.341	1.360	1	
1203	1203	SA Low Cost Housing			6,001,685.36	6,001,685.36	6,001,685.36	1.360	1.341	1.360	1	
6029	6029	Measure R			1,909,986.30	1,909,986.30	1,909,986.30	1.360	1.341	1.360	1	
SYS10128	10128	Measur M			1,247,732.33	1,247,732.33	1,247,732.33	1.360	1.341	1.360	1	
6019	6019	EDA Revolving Loan			72,911.59	72,911.59	72,911.59	1.360	1.341	1.360	1	
6002	6002	Prop C			1,623,045.65	1,623,045.65	1,623,045.65	1.360	1.341	1.360	1	
6030	6030	PROP A			3,189,113.38	3,189,113.38	3,189,113.38	1.360	1.341	1.360	1	
2100	6021	PERS			26,637,628.93	26,637,628.93	26,637,628.93	1.360	1.341	1.360	1	
6027	6027	River Mountain Conservancy			12,643.59	12,643.59	12,643.59	1.360	1.341	1.360	1	
6003	6003	Sewer Bond Proceeds			891,014.20	891,014.20	891,014.20	1.360	1.341	1.360	1	
		Subtotal and Average	**104,032,406.01**		**100,754,431.26**	**100,754,431.26**	**100,754,431.26**		**1.341**	**1.360**	**1**	
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			132,029.34	132,029.34	132,029.34	0.010	0.010	0.010	1	
		Subtotal and Average	**131,107.91**		**132,029.34**	**132,029.34**	**132,029.34**		**0.010**	**0.010**	**1**	
		Total and Average	**104,163,513.92**		**100,886,460.60**	**100,886,460.60**	**100,886,460.60**		**1.340**	**1.358**	**1**	

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2020

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BAI	3,098,937.07
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	8,284,888.64
1520	MEASURE R	BANK OF THE WES	796,557.01
2000	PROP A	BANK OF THE WES	1,767,742.09
4000	SA GENERAL	BANK OF THE WES	36,314.96
1203	SA LOW COST HOUSING	BANK OF THE WES	864,529.18
2100	PERS	BANK OF THE WES	12,774,893.76
1528	MEASURE M	BANK OF THE WES	135,083.34
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	132,029.34
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,478,395.28
2818	SECTION 108 - HUD FUND	BANK OF THE WES	1,856,679.67
5116	BOND SEWER CONSTRUCTIO	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	99,069.97
1001	COC - CHANGE FUND	BANK OF THE WES	25.00
1900	PROP C	BANK OF THE WES	2,242,935.08

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2020

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WES	100,535.45
2820	HOUSING AUTHORITY	BANK OF THE WES	497,790.76
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	480,429.23
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,997.24
1001	COC PARKING VIOLATIONS	BANK OF THE WES	1,518,342.16
5000	COC UTILITIES BILLINGS	BANK OF THE WES	6,659,075.79

September 22, 2020

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF WATER GENERAL MANAGER AND CORRECT RANGE FROM 186 TO 192**

SUMMARY

The City Council will consider a resolution amending the Salary Plan to amend the salary plan for the classification of Water General Manager and correct the range from 186 to 192.

BACKGROUND

Per Resolution 23,684, Water General Manager position was deleted from the classification plan and Deputy Director of Public Works and Municipal Utilities was added to address staffing and workflow issues at that time.

On August 8, 2016, the City and representatives of the Compton Management Employees Association, Local 2325 met, conferred, and agreed to reinstate the Water General Manager position in the Classification Plan.

On September 13, 2016, Resolution 24,430 was executed reinstating the Water General Manager. However, this classification was not included in the salary schedule nor was it updated from salary range 186 to the current negotiated rate of 192.

STATEMENT OF ISSUE

The classification of Water General Manager was reinstated per Resolution 24,430. However, the salary schedule was not updated from salary range 186 to the current negotiated rate of 192.

From:

Range 186 - $ 8,085.00 - $ 9,480.00 monthly
$97,020.00 - $113,760.00 annually

To:

Range 192 - $8,582.00 - $10,065.00 monthly
$102,984.00 - $120,780.00 annually

FINANCIAL IMPACT

The adopted budget for fiscal year 2018-2019 stated Range 186 but the amount allocated was range 192. Subsequent budgets including the current adopted budget states the allocated range for the General Manager position as Range 192. Therefore, there is no impact to the fiscal year 2020-2021 Budget.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to amend the Salary Plan and include the classification of Water General Manager and to correct the appropriate salary range of 192.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF WATER GENERAL MANAGER AND CORRECT RANGE FROM 186 TO 192

WHEREAS, Per Resolution 23,684, Water General Manager position was deleted from the classification plan and Deputy Director of Public Works and Municipal Utilities was added to address staffing and workflow issues at that time; and

WHEREAS, on August 8, 2016, the City and representatives of the Compton Management Employees Association, Local 2325 met, conferred, and agreed to reinstate the Water General Manager position in the Classification Plan; and

WHEREAS, on September 13, 2016, Resolution 24,430 was executed reinstating the Water General Manager. However, this classification was not included in the salary schedule nor was it updated from salary range 186 to the current negotiated rate of 192; and

WHEREAS, the adopted budget for fiscal year 2018-2019 stated Range 186 but the amount allocated was Range 192. Subsequence budgets including the current adopted budget states the allocated range for the General Manager position as Range 192. Therefore, there is no impact to the fiscal year 2020-2021 Budget.

WHEREAS, the adoption of this proposed amendment shall revise the City of Compton Salary Plan.

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

Section 1. That the City of Compton Salary Plan shall be amended by adding the Water General Manager classification and adjusting the salary range as follows:

From:

Range 186 - $8,085.00 - $9,480.00 monthly
$97,020.00 - $113,760.00 annually

To:

Range 192 - $8,582.00 - $10,065.00 monthly
$102,984.00 - $120,780.00 annually

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, Human Resources, and the City Clerk.

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

ADOPTED this _____ day of _____, 2020.

_____
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 _____, 2020.

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

September 22, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: DISCUSSION: PUBLIC PARTICIPATION AT COUNCIL MEETINGS

Due to the COVID pandemic, City Council meetings are not being held in the Council Chambers and are being held online via zoom. Members of the public have not been able to access Council Chambers due to Los Angeles County imposed restrictions on gatherings as well as other health and safety concerns.

Members of the public may observe City Council meetings via Channel 36, via city website streaming services at www.comptoncity.org, or via Facebook Live, and offer comments telephonically by leaving a voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting.

Councilmember Sharif has requested options that will allow the members of the public to make audience comments live in the Council Chambers. The following is our findings and the costs associated to each finding:

Option A: Open Council Chambers for audience comments. Members of the public would be allowed to enter the Council Chambers one at a time and make their comments from the podium. After their comment, they will exit the Council Chambers. This would require up to (2) Sheriff Deputies to be present to coordinate speakers coming in and out of the facility. Cost: $95 / hr each deputy and $760 / month.

Option B: Open Council Chambers for audience members. Members of the public would be allowed to enter the Council Chambers, make their comments from the podium, and stay for the duration of Council Meeting. The Los Angeles County restricts for gathering of more than 10 people. Therefore, this would limit members of the public to 3 as we consider other participants already in the Council Chambers like the City Clerk, City Treasurer, 2 Sheriff Deputies, and 3 members from Channel 36. This would require up to (2) Sheriff Deputies to be present for the duration of the meeting. Cost: $95 / hr each deputy, $760 per meeting, and $3,040 / month.

Option C: Take no action. Allow members of the public to continue to send their comments to the City Clerk via email and voicemail. Provide staff additional time to implement and develop expertise on voicemail recordings, live phone lines, and/or zoom participation.

CRAIG J. CORNWELL
CITY MANAGER

September 22, 2020

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE A SENATE BILL 2 GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND THE PREPARATION OF AN UPDATED GENERAL PLAN LAND USE ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ($310,000)**

SUMMARY

Adoption of the attached resolution will amend the 2020-2021 Fiscal Year budget to accept and appropriate Three Hundred Ten Thousand Dollars ($310,000.00) in Senate Bill 2 Grant funds from the California Department of Housing and Community Development for the preparation of an updated General Plan Land Use Element and authorize the City Manager to enter into a Grant Agreement with the Department of Housing and Community Development.

BACKGROUND

On June 9, 2020, the City was awarded a $310,000.00 in Senate Bill 2 ("SB2") Grant funds from the California Department of Housing and Community Development ("HCD"). Community Development (i.e. Planning and Economic Development) will be responsible for fiscal oversight, program monitoring, reporting and the preparation of the Land Use Element. The Land Use Element will review and amend existing land use categories as well as create new categories to facilitate the development of new housing types and amend the existing goals, policies and objectives as needed as well as create new goals and policies. The updated Land Use Element will also be the initiator to revise the Zoning Ordinance to better respond to new types of development proposals such as mixed use and small lot development proposals.

STATEMENT OF THE ISSUE

The current General Plan Land Use Element was adopted in 1990 and is obsolete and needs to be revised to reflect changes in the needs of the community as well as new types of residential development. This HCD Grant will allow the City to prepare a Land Use Element that will help the City implement:

- New Land use categories
- Higher residential densities
- Mixed Use buildings
- Improved connections for people walking, cycling, driving, and taking transit

- Amenities needed to support housing and employment

FISCAL IMPACT

This is a two (2) year grant; therefore, any unexpended funds from Fiscal Year 2020-2021 will be budgeted in Fiscal Year 2021-2022. The SB2 Grant period is from the Fall of 2020 to Fall of 2022. The Fiscal Year 2020-2021 budget would increase by $310,000.00. If the SB2 Grant is accepted from HCD there is no match requirement. The City's fiscal obligation would be to contribute staff time to manage the project.

Account Numbers:	Description:	Amount:
Revenue		
2789-000-001	HCD SB2 Grant	$310,000
Expenditure		
2789-780-001	Land Use Element	$310,000

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE A SENATE BILL 2 GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND THE PREPARATION OF AN UPDATED GENERAL PLAN LAND USE ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT ($310,000)

WHEREAS, the City of Compton shares the California Department of Housing and Community Development's ("HCD") goal of increasing the number both market rate and affordable housing units constructed in the State of California to ease the current housing crisis; and

WHEREAS, the City's current General Plan Land Use Element was adopted in 1990 and is obsolete and needs to be revised to reflect changes in the needs of the community as well as new types of residential development; and

WHEREAS, the City was awarded a Three Hundred Ten Thousand Dollar ($310,000.00) Senate Bill 2 ("SB2") Grant from HCD to fund the preparation of an updated General Plan Land Use Element; and

WHEREAS, the Land Use Element will review and amend existing land use categories as well as create new categories to facilitate the development of new housing types and amend the existing goals, policies and objectives as needed as well as create new goals and policies. The updated Land Use Element will also be the initiator to revise the Zoning Ordinance to better respond to new types of development proposals such as mixed use and small lot development proposals; and

WHEREAS, the 2020-2021 Fiscal Year budget needs to be amended to accept and appropriate the SB2 Grant funds and the City Manager authorized to enter into the Grant Agreement to accept these funds.

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

Section 1: That the City hereby accepts the Three Hundred Tend Thousand Dollar ($310,000.00) Senate Bill 2 Grant from the California Department of Housing and Community Development and authorize the City Manager, on the advice and approval of the City Attorney to execute a Grant Agreement with the Department of Housing and Community Development.

Section 2: That the Fiscal Year 2020-2021 budget shall be amended as follows to appropriate the grant funding:

Account Numbers:	**Description:**	**Amount:**
Revenue		
2789-000-001	HCD SB2 Grant	$310,000
Expenditure		
2789-780-001	Land Use Element	$310,000

Section 3. That the Senate Bill 2 Grant award is for a period of two (2) years. If there are unexpended funds from Fiscal Year 2020-2021, the remaining funds will be carried forth and appropriated in the Fiscal Year 2021-2022 budget.

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 Community Development.

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

ADOPTED this _____ day of _____, 2020

_____
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 to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

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

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch
Contracts Office
2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov

SEP 02 2020

Craig Cornwell
City Manager
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

RE: Grant 19-PGP-14569

Dear Craig Cornwell:

Congratulations on your Planning Grants Program (PGP), 2019 NOFA award. Attached is an electronic copy of the Standard Agreement ("Agreement') with Exhibits A through E:

A. <u>Standard Agreement Contents (STD 213 and Exhibits A through E)</u>

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C* - State of California General Terms and Conditions - GTC 04/2017

**Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

Exhibit D – PGP Terms and Conditions

Exhibit E - Special Conditions

B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.

2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, must use blue ink,** on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

3. **<u>Option One:</u>** For electronic signature processing, reply to this Standard Agreement

email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original signature with **wet**, **blue ink**; do not return the Exhibits to HCD.

5. Note: If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.

6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

   Department of Housing and Community Development
   Business & Contract Services Branch
   Contracts Office, Attn. Kelvin Singh
   2020 West El Camino Avenue, Suite 130
   Sacramento, CA 95833

7. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Planning Grants Program Manager, Paul McDougall, at paul.mcdougall@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Kelvin Singh
Contract Analyst

Attachment
cc: Planning Grants Program, John Buettner

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
19-PGP-14569	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City of Compton

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
12/31/2022

3. The maximum amount of this Agreement is:
$310,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	PGP Terms and Conditions	8
Exhibit E	Special Conditions	0
	TOTAL NUMBER OF PAGES ATTACHED	15

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership,etc.)

City of Compton

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
205 S Willowbrook Ave	Compton	CA	90220

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
Shaun Singh	Contracts Manager, Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

2. Purpose

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

3. Definitions

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

4. Scope of Work

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

5. Department Contract Coordinator

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

EXHIBIT A

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Application for Funds

A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

2. Grant and Reimbursement Limit

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed $310,000.

3. Grant Timelines

A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").

B. All Grant funds must be expended by June 30, 2022.

C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.

D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

EXHIBIT B

4. Allowable Uses of Grant Funds

A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.

B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.

C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.

D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.

E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.

F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.

G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.

H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

EXHIBIT B

6. Fiscal Administration

A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.

B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.

C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:

1) Government Agency Taxpayer ID Form (GovTIN; Fi$cal form);

2) A Request for Funds on a form provided by the Department; and

3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.

D. Grantee shall submit all required reimbursement documentation to the following address:

Department of Housing and Community Development
Housing Policy Development
Land Use Planning Unit
Attention: PGP Program Manager
2020 West El Camino Avenue, Suite 500
Sacramento, CA 95833
P. O. Box 952050
Sacramento, CA 94252-2050

E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

EXHIBIT B

1) At maximum, once per quarter; or

2) Upon completion of a deliverable, subject to the Department's approval; and

3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:

1) Names of the Grantee's personnel performing work;

2) Dates and times of project work;

3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and

4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.

G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.

H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.

I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

EXHIBIT B

J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.

K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.

1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.

L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.

M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

EXHIBIT D

PGP TERMS AND CONDITIONS

1. Reporting

A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.

B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

2. Accounting Records

A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.

C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.

D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.

E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

3. Audits

A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the

EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.

2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.

3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.

B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.

1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.

2) The Grantee is responsible for the completion of audits and all costs of preparing audits.

3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.

C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.

1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding $10,000, the Department's right to audit the contractor's records and interview their employees.

EXHIBIT D

2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.

D. The determination by the Department of the eligibility of any expenditure shall be final.

E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

4. <u>Remedies of Non-performance</u>

A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.

B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.

C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.

D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.

E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.

F. The following shall each constitute a breach of this Agreement:

1) Grantee's failure to comply with any of the terms and conditions of this Agreement.

2) Use of, or permitting the use of, grant funds provided under this Agreement for any

EXHIBIT D

ineligible costs or for any activity not approved under this Agreement.

3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.

G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:

1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;

2) Revoke existing PGP award(s) to the Grantee;

3) Require the return of unexpended PGP funds disbursed under this Agreement;

4) Require repayment of PGP Funds disbursed and expended under this agreement;

5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and

6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.

7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

5. <u>Indemnification</u>

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

6. <u>Waivers</u>

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

EXHIBIT D

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

7. Relationship of Parties

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

8. Third-Party Contracts

A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.

B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.

C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.

D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.

E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.

B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

EXHIBIT D

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.

D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

10. <u>Litigation</u>

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

11. <u>Changes in Terms/Amendments</u>

This Agreement may only be amended or modified by mutual written agreement of both parties.

12. <u>State-Owned Data</u>

A. Definitions

EXHIBIT D

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

B. Ownership of Work Product and Rights

1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.

2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

EXHIBIT D

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.

4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

13. <u>Special Conditions</u>

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

September 22, 2020

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE MAYORS FOR A GUARANTEED INCOME NETWORK AND THE ENACTMENT OF A COMPTON GUARANTEED BASIC INCOME PILOT INITIATIVE PROGRAM TO AID COMPTON RESIDENTS**

SUMMARY

Mayor Aja Brown requests that the City Council join her in support of Mayors for Guaranteed Income and the enactment of a Guaranteed Basic Income Initiative in Compton, which first efforts include the launching of a pilot income program for Compton residents.

BACKGROUND

Mayors For A Guaranteed Income was founded in June 2020 by Mayor Michael D. Tubbs (Stockton, CA), Mayor Choke Lumumba (Jackson, MS), Mayor Melvin Carter (Saint Paul, MN), Mayor Ras J. Baraka (Newark, NJ), Mayor Aja Brown (Compton, CA), Mayor Eric Garcetti (Los Angeles, CA), Mayor Adrian Perkins (Shreveport, LA) and Mayor Libby Schaaf (Oakland, CA). This group and others have come together through this network to advocate for a guaranteed income – direct, remaining cash payments that lifts communities.

Universal Basic Income, or a guaranteed income, is being piloted in cities across the United States. In Stockton, Mayor Tubbs began giving 125 residents $500 per month in February 2019. In Jackson, Mississippi, Springboard to Opportunities and the Magnolia Mothers Trust have given $1000 per month to Black mothers. In addition, Chicago, Newark and Atlanta have formed task forces exploring the feasibility of guaranteed income pilots and Milwaukee's city council has directed the creation of a pilot.

This is an innovative approach to supporting people in a rapidly changing economy. Ongoing direct payments to individuals and families would help to start to address the inequalities being experienced across the country. Universal Basic Income would provide immediate relief to the recipients and help stimulate the economy. Specifically, the City of Compton would greatly benefit from these direct payments to our residents most in need. A guaranteed income empowers recipients to address their most urgent needs and provides a cushion for unpredictable expenses, external shocks, and volatility.

STATEMENT OF THE ISSUE

Mayor Aja Brown has committed to working with the Mayors for Guaranteed Income to launch a Guaranteed Basic Income (GBI) Pilot for the City of Compton. Research and financial partners are currently working collaboratively to launch Compton's first two year guaranteed income pilot in late 2020. Compton's GBI pilot will seize a key opportunity to demonstrate the impact of a basic income floor on eradicating poverty, impacting PTSD, and improving financial health of families, ultimately lifting our community.

Supporting this movement will extend an opportunity to Compton's leadership to join the national movement for guaranteed income, working side-by-side with Compton community-based organizations and our residents to demonstrate what is possible—and what is next. Compton's GBI pilot will also establish a broad community-based coalition to offer all applicants a curated menu of additional legal, psychosocial and counseling services. The program will also provide financial training programs and no-fee savings accounts at BIPOC (Black Indigenous People of Color) community banks and credit unions, combating the spread of alternative financial products that charge exploitative interest rates and fees.

Staff will report to the City Council on the progress of this initiative.

FISCAL IMPACT

There is no fiscal impact with the adoption of this resolution. Mayor Brown and Compton's GBI Pilot team will raise funds through grants, private foundations and individual supporters.

RECOMMENDATION

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

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE MAYORS FOR A GUARANTEED INCOME NETWORK AND THE ENACTMENT OF A COMPTON GUARANTEED BASIC INCOME PILOT INITIATIVE PROGRAM TO AID COMPTON RESIDENTS

WHEREAS, Mayors For A Guaranteed Income was founded in June 2020 by Mayor Michael D. Tubbs (Stockton, CA), Mayor Choke Lumumba (Jackson, MS), Mayor Melvin Carter (Saint Paul, MN), Mayor Ras J. Baraka (Newark NJ), Mayor Aja Brown (Compton, CA), Mayor Eric Garcetti (Los Angeles, CA), Mayor Adrian Perkins (Shreveport, LA) and Mayor Libby Schaaf (Oakland, CA). This group and others have come together through this network to advocate for a guaranteed income – direct, remaining cash payments that lifts communities; and

WHEREAS, Guaranteed Basic Income programs, is being piloted in cities across the United States. It is an innovative approach to supporting people in a rapidly changing economy. Ongoing direct payments to individuals and families would help to start to address the inequalities being experienced across the country. It would provide immediate relief to the recipients and help stimulate the economy. City of Compton residents would greatly benefit from these direct payments to those most in need. A guaranteed income empowers recipients to address their most urgent needs and provides a cushion for unpredictable expenses, external shocks, and volatility; and

WHEREAS, Mayors for Guaranteed Income has launched a Guaranteed Basic Income (GBI) pilot for the City of Compton. Research and financial partners are currently working collaboratively to launch Compton's first two year guaranteed income pilot in late 2020. Compton's GBI pilot will seize a key opportunity to demonstrate the impact of a basic income floor on eradicating poverty, impacting PTSD and improving financial health of families ultimately lifting our community; and

WHEREAS, staff will report to the City Council on progress of this pilot initiative; and

WHEREAS, Mayor Brown and Compton's GBI Pilot team will seek grants, private foundation support and individual contributors to fund 100% of this pilot initiative.

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

Section 1. That the City of Compton supports the Guaranteed Basic Income Pilot Initiative to aid Compton residents.

Section 2. That a copy of this Resolution shall be filed in the offices of the City Attorney, City Manager, and City Clerk.

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

ADOPTED this ____day of _____, 2020.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____, 2020.

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

MAYORS FOR A GUARANTEED INCOME
Statement of Principles

WHEREAS, the U.S. is one of the wealthiest countries in the world but prosperity and well-being are not broadly shared. Nearly 40% of Americans cannot afford a single $400 emergency, and rising income inequality is compounded by a growing racial wealth gap; and

WHEREAS, the median white worker made 28% more than the typical Black worker and 35% more than the median Latinx worker in the last quarter of 2019, and the median wealth of white families was more than $100,000 while the median wealth of Black families was approximately $10,000 prior to the coronavirus pandemic; and

WHEREAS, women - particularly women of color - are the most likely to live in poverty, are overrepresented in low-paying occupations, and are far more likely to lack access to sick leave and health care benefits; and

WHEREAS, Black women are paid 66 cents for every dollar that is paid to white men, and Latinas make even less at 58 cents for every dollar white men make; and

WHEREAS, we live in a time of pandemics and climate disruptions, and everyone deserves an income floor through a guaranteed income, which is a monthly, cash payment given directly to individuals. It is unconditional, with no strings attached and no work requirements. A guaranteed income is meant to supplement, rather than replace, the existing social safety net and can be a tool for racial and gender equity.

WHEREAS, a guaranteed income empowers recipients to address their most urgent needs and provides a cushion for unpredictable expenses, external shocks, and volatility; and

WHEREAS, as mayors, our problems may look different from town to town, but we are united in our duty to ensure the economic security of our residents through a guaranteed income.

Now, therefore, we resolve to work together to advance the following principles:

1. Advocate for a guaranteed income at the local, state, and federal level.
2. Invest in narrative change efforts to highlight the lived experiences of economic insecurity.
3. Invite other cities to join us in our efforts, and provide technical assistance and funding support for new pilots.

September 22, 2020

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE INJURY OF TWO SHERIFF DEPUTIES ON SEPTEMBER 12, 2020 ($10,000.00)**

SUMMARY

The City Council consider adopting a Resolution authorizing a reward in the amount of Ten Thousand Dollars ($10,000.00) for information leading to the identification, apprehension and conviction of any person or persons responsible for the shooting of two Sheriff Deputies on September 12, 2020.

BACKGROUND

California Government Code Section 53069.5 authorizes a local agency to offer and pay a reward, in an amount to be determined by the local agency, for information leading to the determination of the identity of, and the apprehension of, any person whose willful misconduct results in the injury or death to any person or who willfully damages or destroys any property.

On September 18, 2007, the City Council of the City of Compton adopted Ordinance No. 2,165 (now codified as Chapter VII, Section 7-18 of the Compton Municipal Code) authorizing the offering of a reward for information leading to the determination of the identity, apprehension and conviction of any person whose willful misconduct results in the injury or death to any person or who willfully damages or destroys any property.

STATEMENT OF ISSUE

On Saturday, September 12, 2020, at about 6:58PM, a lone gunman ambushed two Los Angeles County Sheriff's deputies, a 31-year-old mother of a 6-year-old son and a 24-year-old male, while they were sitting in their patrol vehicle at the MLK Transit Center. The suspect approached the vehicle from behind and fired several rounds from his firearm at the deputies, striking them. The deputies sustained critical injuries. The suspect is described as male, Black, 28-30 years old, and wearing dark clothing. He was last seen northbound on Willowbrook Avenue in a black 4-door sedan.

Identifying, catching and prosecuting those individuals who are responsible for the shooting of the two Sheriff Deputies is of the highest priority for the City. It is believed that there are witnesses to this tragic incident and the offering of a reward may often encourage the public's cooperation to provide valuable assistance to the City and its law enforcement agency to apprehend those responsible for committing such terrible acts of violence.

FISCAL IMPACT

The fiscal impact of the reward will not exceed Ten Thousand Dollars ($10,000.00). The funds for the reward offer is allocated in the fiscal year 2020-2021 budget in account number 1001-420-000-4249.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE INJURY OF TWO SHERIFF DEPUTIES ON SEPTEMBER 12, 2020 ($10,000.00)

WHEREAS, on Saturday, September 12, 2020, at about 6:58PM, a lone gunman ambushed two Los Angeles County Sheriff's deputies, a 31-year-old mother of a 6-year-old son, and a 24-year-old male, while they were sitting in their patrol vehicle at the MLK Transit Center; and

WHEREAS, the suspect approached the vehicle from behind and fired several rounds from his firearm at the deputies, striking them. The deputies sustained critical injuries; and

WHEREAS, the suspect is described as male, Black, 28-30 years old, wearing dark clothing. He was last seen northbound on Willowbrook Avenue in a black 4-door sedan; and

WHEREAS, detectives from the Los Angeles County Sheriff's Department – Homicide Bureau believe there are witnesses in the neighborhood that may have witnessed the shooting, as well as the suspect(s) leaving the area, and have information that will lead to the identification, apprehension and conviction of the person or persons responsible for the shooting of the two Sheriff Deputies; and

WHEREAS, identifying, catching and prosecuting those individuals who are responsible for the shooting of the two Sheriff Deputies is a high priority for the City of Compton; and

WHEREAS, pursuant to Chapter VII, Section 7-18 of the Compton Municipal Code, the City Council may authorize the offer of a reward for information leading to the identification, apprehension and conviction of any person whose willful misconduct results in injury or death to any person; and

WHEREAS, it is believed that there are witnesses to this tragic incident and the offering of a reward may often encourage the public's cooperation to provide valuable assistance to the City and its law enforcement agency to apprehend those responsible for committing such terrible acts of violence.

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

Section 1. That the City of Compton hereby authorizes the offering of a reward in the amount of Ten Thousand Dollars ($10,000.00) for information leading to the identification, apprehension and conviction of the person or responsible for the injury of the two Sheriff Deputies.

Section 2. That the funds for this reward offer are allocated in the fiscal year 2020-2021 budget in account number 1001-420-000-4249.

Section 3. That private donations may be added to City funds to increase the size of this reward offer.

Section 4. That any claim for this reward shall follow the procedure set forth in Chapter VII, Section 7-18 of the Compton Municipal Code.

Section 5. That certified copies of this Resolution shall be filed in the offices of the City Controller, City Clerk, City Manager and the City Attorney.

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

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2020.

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