

The Successor Agency to the Compton Community Redevelopment Agency, is a distinct and separate legal entity from the City of Compton, and was established by Resolution No. 1, adopted on February 7, 2012. The Successor Agency is limited to the assets and liabilities of the dissolved Community Redevelopment Agency (CRA) of the City of Compton and shall have the authority to perform the functions and duties described in Part 1.85 to Division 24 of the California Health and Safety Code.

GOVERNING BODY OF THE SUCCESSOR AGENCY

AGENDA

09/07/2021

6:00 PM

OPENING

ROLL CALL

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

NEW BUSINESS

1. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$44,550)
2. A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF SECOND LIEN TAX ALLOCATION REFUNDING BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

DIRECTORS COMMENTS

ADJOURNMENT

September 7, 2021

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$44,550)

SUMMARY

Adoption of this resolution will authorize the Executive Director to enter into a Property Maintenance Service Agreement with New West Landscaping ("New West") for the remainder of Fiscal Year 2021-2022; with authority to exercise a one-year renewal option; to provide routine monitoring, maintenance, and landscaping services for all properties owned by the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency"), and establish a purchase order in the amount of Forty Four Thousand Five Hundred Fifty Dollars (\$44,550.00) for services rendered.

BACKGROUND

As part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Successor Agency is required to provide landscaping services and property maintenance and management activities on Successor Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"). The intent is to prepare the subject sites for future development while ensuring public safety, discourage vandalism and illegal dumping on the Successor Agency-owned parcels.

STATEMENT OF THE ISSUE

The Successor Agency has fourteen (14) parcels held for resale in its inventory. These parcels continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight. In order to accomplish such objectives, the Successor Agency needs to employ the services of a contractor to perform maintenance of the Successor Agency-owned properties.

**Staff Report – Resolution Authorizing Agreement with
New West Landscaping/Successor Agency Properties
Property Maintenance & Landscaping Services
September 7, 2021, page 2**

On May 19, 2021, staff issued a Request for Proposal (“RFP”) for Maintenance and Landscaping Services for each of the properties owned by the Successor Agency and Housing Successor Agency, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors. Proposals were due on June 10, 2021. Four (4) proposals were received; to wit: United Pacific Services, Inc, New West Landscaping, Screaming Eagles Services and Complete Landscape Care.

Contractor	Successor Agency (14)	Housing Successor Agency (5)	Total Annual Cost
New West Landscaping	\$44,550.00	\$13,500.00	\$58,050.00
Complete Landscape Care	\$79,888.50	\$26,383.50	\$106,272.00
Screamin Eagle Services	Not Broken Down by Agency	Not Broken Down by Agency	\$175,000.00
United Pacific Services, Inc.	Not Broken Down by Agency	Not Broken Down by Agency	\$180,000.00

Review of the proposals presented by the staff evaluation committee was based on the following criteria:

- I.
 - (a) Company’s contact information.
 - (b) Years of experience in and description of similar work in lawn care, park (recreational space) improvement, and lot clearing.
 - (c) Staff qualifications, training, and expertise.
 - (d) Amount and types of equipment that the contractor currently has on hand for completion of similar work. (photographs encouraged)
 - (e) Provide a fee schedule for project, including the hourly-rate and total number of anticipated staff hours. Please separate the properties by Successor Agency and Housing Successor Agency properties as set forth in the previous charts.
 - (f) List contact names and telephone numbers of three (3) professional references that can verify your experience.
 - (g) Provide proof of insurance coverage and licensure:

**Staff Report – Resolution Authorizing Agreement with
New West Landscaping/Successor Agency Properties
Property Maintenance & Landscaping Services
September 7, 2021, page 3**

1. Valid Contractor's License issued by the California State License Board (CCSB)-please provide copy- detailed verification printout (can be accessed at the State of California Department of Consumer Affairs Contractors State License Board)
2. Valid City of Compton Business License
3. Worker's Compensation Insurance

II. Provide other relevant documentation for consideration of the contract.

The committee found that the proposal of New West was the lowest cost and most responsive bidder based on the criteria above and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Successor Agency-owned properties.

FISCAL IMPACT

There is no fiscal impact to the General Fund with adoption of this Resolution. The Successor Agency ROPS 2021-2022 was approved by the Department of Finance for \$44,550.00 from the Redevelopment Property Tax Fund Trust for landscape and maintenance. Funds in the amount of \$44,550.00 are available in Account No. 1201-910-000-4269. Should the option to extend the agreement be exercised, the costs for services rendered during Fiscal Year 2022-2023 will be \$44,550.00, which will be appropriated in future Successor Agency budgets.

Even though services rendered for Fiscal Year 2021-2022 will be for less than 12 months, it is anticipated that the \$44,550.00 requested will be needed because there has not been any maintenance services performed on the properties since the end of Fiscal Year 2020-2021.

RECOMMENDATION

Staff respectfully recommends that the Board of Directors adopt the attached Resolution.

**RONERICK D. SIMPSON
EXECUTIVE DIRECTOR**

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON (\$44,550)

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

WHEREAS, the Successor Agency has fourteen (14) parcels held for resale in its inventory which continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight; and

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

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

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

WHEREAS, funding for this expenditure are available in the Redevelopment Property Tax Fund Trust Low Cost Housing Fund.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS:

Section 1. That the Executive Director, upon the advice and approval of General Counsel is hereby authorized to enter into a Property Maintenance Service Agreement with New West Landscaping (“New West”) for the remainder of Fiscal Year 2021-2022; with

Resolution No. _____

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authority to exercise a one-year renewal option (i.e. July 1, 2022 through June 30, 2023); to provide routine monitoring, maintenance, and landscaping services for all Successor Agency-owned properties.

Section 2. That funds for this expenditure in the amount of \$44,550.00 are available in Account No. 1201-910-000-4269.

Section 3. That a purchase order is authorized to be established in the amount of \$44,550.00 for services rendered during the remainder of Fiscal Year 2021-2022. That if the option to renew the term of the agreement is exercised, funds in the amount of \$44,550.00 for such expenditure will be appropriated in future Successor Agency budgets.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the Executive Director, General Counsel, City Controller, and Agency Secretary.

Section 5. That the Chairperson shall sign and the Agency Secretary shall attest to the adoption of this Resolution.

ADOPTED this day _____ of _____, 2021.

**CHAIRPERSON OF THE SUCCESSOR AGENCY TO
THE COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF COMPTON**

ATTEST:

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

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

I, Alita Godwin, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board of Directors, signed by the Chairperson and attested by the Agency Secretary at a regular meeting thereof held on the _____ day of _____, 2021.

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

AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

Landscape Maintenance Cost Proposals

New West Landscaping

Complete Landscape Care, Inc.

Screamin' Eagles Services

United Pacific Services, Inc.

Fee Schedule:

ID	Address	Size	Frequency	Fee
Successor Agency Properties				
1	250 North Central Ave.	107,208 sq. ft.	Every Two Weeks	300.00
2	1113-1125 West Rosecrans Avenue	18,352 sq. ft.	Every Two Weeks	25.00
3	413-415 West Compton Blvd.	11,087 sq. ft.	Every Two Weeks	150.00
4	1425 East Compton Blvd.	13,392 sq. ft.	Every Two Weeks	150.00
5	110-114 North Bowen Avenue	11,505 sq. ft.	Every Two Weeks	100.00
6	413-415 North Alameda Street	11,030 sq. ft.	Every Two Weeks	150.00
7	2901 West Alondra Blvd.	40,075 sq. ft.	Every Two Weeks	100.00
8	2815-2875 West Alondra Blvd.	779,724 sq. ft.	As Requested	
9	408 West Alondra Avenue	6,603 sq. ft.	Every Two Weeks	50.00
10	412 West Alondra Avenue	18,509 sq. ft.	Quarterly @3,375	13,500
11	501-545 East Compton Blvd.	42,801 sq. ft.	Every Two Weeks	100.00
12	107 North Santa Fe Avenue 601 East Compton Blvd. 607 East Compton Blvd. 625 East Compton Blvd. 112 North Willow Ave.	43,090 sq. ft.	Every Two Weeks	200.00
13	217 East Indigo Street	7,750 sq. ft.	Every Two Weeks	100.00
14	1117 South Long Beach Blvd.	56,509 sq. ft.	Every Two Weeks	200.00
Housing Successor Agency Properties				
1	16208 South Atlantic Avenue	40,511 sq. ft.	Every Two Weeks	200.00
2	16216 South Atlantic Avenue	7,836 sq. ft.	Every Two Weeks	50.00
3	1716 East Rosecrans Avenue	13,257 sq. ft.	Every Two Weeks	100.00
4	1950 North Central Avenue	51,987 sq. ft.	Every Two Weeks	200.00
5	1434 West Compton Blvd.	62,262 sq. ft.	Every Two Weeks	200.00

Total fee for Successor Agency Properties= 44,550.00

Total fee for Housing Successor Agency Properties= 13,500.00

37.00 Per hour x 1488 staff hours Total= 58,050.00

New West

Fee Schedule

Successor Agency Properties						
Address	Sq. Footage	Man Hours Per Service	Hourly Price	Cost Per Service	Annual Service Frequency	Total Annual Cost
250 North Central Avenue	107,208	12.00	\$41.00	\$492.00	26	\$12,792.00
1113 – 1125 West Rosecrans Avenue	18,352	3.00	\$41.00	\$123.00	26	\$3,198.00
413 – 415 West Compton Boulevard	24,463	3.75	\$41.00	\$153.75	26	\$3,997.50
1425 East Compton Boulevard	13,392	2.25	\$41.00	\$92.25	26	\$2,398.50
110 – 114 North Bowen Avenue	11,505	1.50	\$41.00	\$61.50	26	\$1,599.00
413 – 415 North Alameda Street	11,030	1.50	\$41.00	\$61.50	26	\$1,599.00
2901 West Alondra Boulevard	40,075	5.25	\$41.00	\$215.25	26	\$5,596.50
2815 – 2875 West Alondra Boulevard	779,724	24.00	\$41.00	\$984.00	4	\$3,936.00
408 West Alondra Boulevard	6,303	0.75	\$41.00	\$30.75	26	\$799.50
412 West Alondra Boulevard	18,509	3.00	\$41.00	\$123.00	26	\$3,198.00
1434 West Compton Boulevard	62,262	7.50	\$41.00	\$307.50	26	\$7,995.00
501 – 545 East Compton Boulevard	42,801	5.25	\$41.00	\$215.25	26	\$5,596.50
107 North Santa Fe Avenue 601	43,090	6.00	\$41.00	\$246.00	26	\$6,396.00
East Compton Boulevard 607						
East Compton Boulevard 625						
East Compton Boulevard 112						
North Willow Avenue						
217 East Indigo Street	7,750	1.50	\$41.00	\$61.50	26	\$1,599.00
1117 South Long Beach Boulevard	56,509	7.50	\$41.00	\$307.50	26	\$7,995.00
2000-2024 West Compton Boulevard	88,114	10.50	\$41.00	\$430.50	26	\$11,193.00

Successor Agency Properties Total Annual Cost: **\$79,888.50**

Housing Successor Agency Properties						
Address	Sq. Footage	Man Hours Per Service	Hourly Price	Cost Per Service	Annual Service Frequency	Total Annual Cost
16208 South Atlantic Avenue	40,511	6.00	\$41.00	\$246.00	26	\$6,396.00
Small area adjacent to 16208 S. Atlantic Avenue	0.17	0.75	\$41.00	\$30.75	26	\$799.50
16216 South Atlantic Avenue	7,836	1.50	\$41.00	\$61.50	26	\$1,599.00
1716 E. Rosecrans Avenue	13,257	1.50	\$41.00	\$61.50	26	\$1,599.00
1950 North Central Avenue	51,987	7.50	\$41.00	\$307.50	26	\$7,995.00
1434 W. Compton Blvd.	62,262	7.50	\$41.00	\$307.50	26	\$7,995.00

Housing Successor Agency Properties Total Annual Cost: **\$26,383.50**

Total Annual Cost for Successor + Housing Successor Agency Properties: **\$106,272.00**

HEAVY EQUIPMENT

The contractor shall furnish at his own expense, all tools, equipment, labor, material and services necessary for the satisfactory performance of the work set forth in the project specifications.

Equipment to be used:

- Landscape equipment
- Graffiti removal machine
- Bobcat (as needed)
- Dump trucks (as needed)
- Roll-off containers

All equipment operators and drivers are thoroughly and strategically trained.

PROPOSED RATES

For all services which the contractor is obligated to perform under the terms of this proposal, the City shall pay to the contractor the full amount within two weeks of receiving an invoice for previously performed work.

Annually: \$175,000.00
Monthly: \$14,583.33
Bi-weekly: \$7,291.66

Screamin' Eagles

In order to put our plan into operation we are willing to deliver our ground up wood chips free of charge and we will not charge the city for our wood chip mulch product that is costing the State of California approximately \$400.00 dollars per load. We propose to do this for the city to beautify the vacant lots in the city with a wood chip product at no cost to the city. However, it is impossible to determine the amount of debris that could be dumped on the various vacant lots and based on the high cost of dumping trash at the county of Los Angeles Transfer Stations we need the city to pay for the cost of all dump fees paid to the county of Los Angeles transfer sites. We will not charge the city for hauling the debris to the landfill however in order for this to work for United we need the city to pay for the cost of dumping debris.

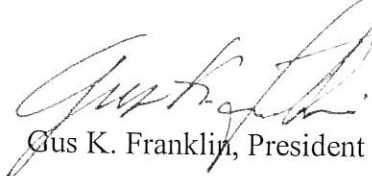
I also wanted to mention we have been awarded the City's Tree Maintenance contract and we have crews working in the city providing tree planting, tree trimming and tree removal throughout the city of Compton. In addition we have also provided the city with a comprehensive Tree Inventory of all the trees in the city. This will allow us to better manage the city's Urban Forest. The combination of having the city's tree maintenance contract and at the same time this current contract would be a benefit to the city in that the city is dealing with only one company that has the resources to do both contracts at the same time with a facility located in the City of South Gate only minutes for the City of Compton. The reason this is so important is that the cost of dumping trash has skyrocket and is extremely expensive. Our landscape maintenance division can respond to any trash dropped in any street or lot within one hour with the right type of equipment from large to small tractor loaders and one-ton dump trucks to as large as a forty cubic yard roll-off container delivered by our roll-off trucks. You have over 6 million in equipment that supports our operation ready to assist the city in any emergency situations from fallen trees to trash being dropped on city streets or property and/or vacant lots.

RECAP:

United Pacific proposal for the maintenance of the vacant lots is as follows:

Number of employees	Hours worked per Day	Number of days per week	Total hours per week three employees	Total weeks per year	Total hours per year three employees	Charge per manhour	Total charge per year three employees
3	8	2	48	50	2400	\$75.00	\$180,000.00
We estimate it will take 3 employees working 2 days per week to maintain the vacant lots. The city at anytime can schedule the work for our crews. We will always be flexible in scheduling our crews to do work on the vacant lots and will be based on the city's schedule determined by the condition of each lot.							
DUMP COST: The amount of trash picked up by our crews at each vacant lot could be very expensive depending on the tonnage removed. We are currently using the County Sanitation Transfer station located in the City of Downey and debris is weighted on scales and dump receipts are given to our drivers. We propose to bill the City of Compton for all trash removed from the vacant lots on a monthly basis. All dump fees for trash removal are a pass-through back to the city.							
Wood chipped/mulch: We will not charge the city for delivery of mulch or for the cost of the mulch to be used to cover the open areas of the vacant lots with grass and dirt as a weed retention mulch to reduce the frequency of maintenance and also to enhance the appearance of each lot. To be used as ground cover.							

If you any questions concerning our bid submittal please call my direct cell number at (562) 254-0749. Thank you for taking the time to review our bid submittal we are standing by to start the contract with our crew(s).


Gus K. Franklin, President

**PROPERTY MAINTENANCE SERVICES CONTRACT
BETWEEN
NEW WEST LANDSCAPING
AND
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

This **CONTRACT** is made by and between the **SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON**, a distinct and separate legal entity from the City of Compton created pursuant to the laws of the State of California (hereinafter referred to as "**AGENCY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **NEW WEST LANDSCAPING** (hereinafter referred to as "**CONTRACTOR**") located at 1019 West 133rd Street, Gardena, California 90247, pursuant to Resolution No. _____, adopted by the Board of Directors of the **AGENCY** on _____, 2021.

WITNESSETH:

That the Agency and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing monthly property maintenance and landscaping services on the Agency-owned parcels, identified within the attachment titled "**Successor Agency Property Inventory**", which is incorporated herein. Services include, but are not limited to abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the Agency. Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

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

1.1 Key Personnel.

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

. b **Agency's Representative.** Agency hereby designates the Executive Director or his/her designated representative as Agency's Representative for this Contract.

2. Compensation:

The method of payment for this Contract shall be based on lump sum fee amounts for each of the specified Agency parcels, as identified in **Contractor's Fee Schedule** (incorporated herein) and as agreed to by the Agency. The agreed amount charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted

**Property Maintenance Services Contract – New West Landscaping
Successor Agency-Owned Parcels
Resolution No. _____**

work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the Agency. Adjustment in the total compensation payable for each project to be completed will not be effective until authorized by written approval by the Agency. Adjustment to the compensation that exceeds the total compensation authorized by this Contract may require approval of the legislative body of the Agency.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, the Agency shall have the right to delay payment and/or terminate this Contract in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the Agency of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **Executive Director** at the following address: **Successor Agency of the City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

For the work agreed to be performed pursuant to this Contract, it is understood between the parties that the maximum compensation payable to the Contractor for any and all services rendered during Fiscal Year 2021-22 of this Contract is limited to a total not-to-exceed amount of **Forty Four Thousand Five Hundred Fifty Dollars (\$44,550.00).**

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the Agency may condition payment of such compensation upon the Contractor's delivery to the Agency of any and all Agency property, documents, reports, records and material associated with the performance of this Contract.

3. Commencement of Services:

The term of this Contract shall be effective as of execution of this Contract by the Parties, and shall expire on June 30, 2022, or when the above-specified total compensation has been exhausted, whichever occurs first, unless this Contract is terminated as provided herein.

The Executive Director, at his/her discretion, is authorized to extend the term of this Contract for a period of one (1) year (i.e. July 1, 2022 through June 30, 2023), at the agreed compensation of \$13,500.00.

4. Safety:

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

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

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

**Property Maintenance Services Contract – New West Landscaping
Successor Agency-Owned Parcels
Resolution No. _____**

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

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

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

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

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

4.6 Contractor shall immediately notify the Agency of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

5. Indemnity:

Contractor shall indemnify and save harmless the Agency, its officials, officers, employees, agents and volunteers against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the Agency and shall defend, indemnify and save the Agency from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

6. Insurance:

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

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of Agency, Contractor shall provide and maintain at its own expense during the term of this Contract the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the Agency may immediately terminate this Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the

Property Maintenance Services Contract – New West Landscaping
Successor Agency-Owned Parcels
Resolution No. _____

required insurance coverage is not in effect and evidence of insurance has not been furnished to the Agency.

6.1 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the Agency and shall not call on the Agency's program for contributions. Program(s) of insurance shall include:

. **a Commercial General Liability.** Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Nondiscriminatory Employment Practices:

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

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applicants for employment, notices setting forth provisions of this nondiscrimination clause.

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

8. Successor and Assigns:

Agency and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, Contracts and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the Agency. Any attempted assignment of this Contract without the written consent of both parties is void.

9. Independent Contractor Status:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the Agency. Neither the Agency nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the Agency. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to Agency officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor retains the right to provide services for others during the term of this Contract.

10. Subcontracting:

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

11. Other Contractors:

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

12. Permits and Licenses:

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

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

13. Termination:

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

13.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the Agency may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

13.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the Agency may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

13.3 If the Contractor fails to perform or breaches any material obligation under this Contract, then, the Agency may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

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

14. Force Majeure:

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

15. Waivers:

A waiver by either party to this Contract of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

16. Amendments:

This Contract may be modified or amended only by written document executed by both Contractor and Agency's Executive Director and approved as to form by the General Counsel to the Agency. Such document shall expressly state that it is intended by the parties to amend the terms and

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conditions of this Contract.

17. Notice:

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

To Contractor:

**New West Landscaping
1019 West 133rd Street
Gardena, California 90247
Attn: Keith Dickerson, Owner
(310) 617-9667
(310) 769-6614 – fax.**

To Agency:

**Successor Agency of the City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director
(310) 605-5585
(310) 761-1429 – fax.**

18. Contractor's Books and Records:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the Agency for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Contract for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Agency or a designated representative. Copies of such documents shall be provided to the Agency, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

19. Examination and Audit:

This Contract shall be subject to examination and audit of the Agency, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the Agency, or as part of any audit of the Agency, for a period of three (3) years, or longer if required by law, after final payment under this Contract.

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20. Covenants Against Contingent Fees:

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

21. Extent of Contract:

This Contract and any attachments hereto, constitute the entire understanding and Contract of the parties. This Contract integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous Contracts between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Contract by reason of promise, Contract, representation, statement or warranty other than as herein contained. Nothing in this Contract shall create any Contractual relations between any subcontractor and the Agency.

22. Governing Law, Jurisdiction and Venue:

This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in a court of competent jurisdiction in the County of Los Angeles, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

Should any part of this Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

23. Waiver of Jury Trial:

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

24. Federal and State Withholding Taxes:

Contractor shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Contract. Contractor agrees to indemnify Agency for any claims, costs, losses, fees, penalties, interest, or damages suffered by Agency resulting from Contractor's failure to comply with this provision. Contractor shall be responsible for paying all federal and state income

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withholding taxes for all earning under this Contract.

25. Miscellaneous:

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

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

IN WITNESS WHEREOF, CONTRACTOR has executed this Contract and the **AGENCY** by its Executive Director, who is authorized to do so, has executed this Contract.

**NEW WEST LANDSCAPING
CONTRACTOR**

By _____
Keith Dickerson, Owner

Dated: _____

THE SUCCESSOR AGENCY

Approved By:

By _____
Ronerick D. Simpson, Executive Director

Dated: _____

Approved as to form:

By _____
Damon Brown, General Counsel

Dated: _____

ATTEST:

By _____
Alita Godwin, Agency Secretary

Dated: _____

	Address	Size
ID	Successor Agency Properties	
1	Elm/Tamarind	4,967 sq. ft.
2	2000-2024 West Compton Blvd.	82,496 sq. ft.
3	250 North Central Avenue	107,208 sq. ft.
4	1113-1125 West Rosecrans Avenue	18,352 sq. ft.
5	413-415 West Compton Blvd.	11,087 sq. ft.
6	1425 East Compton Blvd.	13,392 sq. ft.
7	110-114 North Bowen Avenue	11,505 sq. ft.
8	413-415 North Alameda Street	11,030 sq. ft.
9	2901 West Alondra Blvd.	40,075 sq. ft.
10	2815-2875 West Alondra Blvd.	779,724 sq. ft.
11	408 West Alondra Avenue	6,603 sq. ft.
12	412 West Alondra Avenue	18,509 sq. ft.
13	501-545 East Compton Blvd.	42,801 sq. ft.
14	601-625 East Compton Blvd.	43,090 sq. ft.
15	217 East Indigo Street	7,750 sq. ft.
16	1117 South Long Beach Blvd.	56,509 sq. ft.
	Housing Successor Agency Properties	
1	16208 South Atlantic Avenue	40,511 sq. ft.
2	16216 South Atlantic Avenue	7,836 sq. ft.
3	1716 East Rosecrans Avenue	13,257 sq. ft.
4	1950 North Central Avenue	51,987 sq. ft.
5	1434 West Compton Blvd.	62,262 sq. ft.
6	930 West Compton Blvd.	107,020 sq. ft.

September 7, 2021

TO: HONORABLE CHAIRPERSON AND BOARD MEMBERS

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF SECOND LIEN TAX ALLOCATION REFUNDING BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

SUMMARY

The Executive Director respectfully requests the Board of Directors of the Successor Agency to the Community Redevelopment Agency of the City of Compton (the “**Successor Agency**”) authorize the issuance of one or more series of the Successor Agency’s (City of Compton Project) Second Lien Tax Allocation Refunding Bonds, Series 2021 (the “**Series 2021 Bonds**”) to refund outstanding bonds issued by the Community Redevelopment Agency of the City of Compton prior to its dissolution (the “**Former Agency**”) to finance redevelopment activities for the Compton Redevelopment Project Area, and authorize the negotiation of certain transaction documents and the appointment of bond counsel, disclosure counsel, a municipal advisor and a fiscal consultant in connection with the proposed issuance of the Series 2021 Bonds.

BACKGROUND

Section 34177.5 of the California Health and Safety Code (the “**Code**”) authorizes the Successor Agency to issue bonds for the purpose of refunding bonds issued by the Former Agency for the purpose of providing savings to the Successor Agency within the parameters set forth in Section 34177.5 of the Code.

Successor Agency staff is working with Dentons US LLP and Amira Jackmon, Attorney at Law, Co-Bond Counsel, Stradling Yocca Carlson & Rauth, Co-Bond Counsel, Greenberg Traurig LLP, Disclosure Counsel, TKG & Associates LLC, the Successor Agency’s Municipal Advisor, Keyser Marston Associates, Inc., the Successor Agency’s Fiscal Consultant, and San Blas Securities, LLC, the underwriter selected by the Successor Agency (the “**Underwriter**”), to structure and prepare legal documents to accomplish the issuance by the Successor Agency of the Series 2021 Bonds.

The Series 2021 Bonds will be secured by a pledge of the certain tax revenues levied upon taxable property in the Compton Redevelopment Project Area. The proceeds of the

Series 2021 Bonds would be used to refund all or a portion of the Compton Redevelopment Project Second Lien Tax Allocation Bonds (Housing), Series 2010A, the Compton Redevelopment Project Second Lien Tax Allocation Bonds, Series 2010B and the Compton Redevelopment Project Second Lien Tax Allocation Bonds (Taxable), Series 2010C, which were previously issued by the Former Agency for the purpose of financing redevelopment activities for the Compton Redevelopment Project Area. The issuance of the 2021 Bonds and approval of the transaction documents in connection therewith will be presented to the Oversight Board for approval on August 17, 2021.

STATEMENT OF THE ISSUE

The issuance of the 2021 Bonds and approval of the associated financing documents, including one or more Supplemental Trust Agreements (each, a “***Supplemental Trust Agreement***”) between the Successor Agency and U.S. Bank National Association relating to the 2021 Bonds, and a Bond Purchase Agreement between the Underwriter and the Successor Agency providing for the sale of the 2021 Bonds, is scheduled for the August 17, 2021 Oversight Board meeting.

FISCAL IMPACT

There is no fiscal impact to the general fund of the City of Compton, California. All costs associated with the financing of 2021 Bonds are contingent and will be paid out of proceeds from the Series 2021 Bonds. Pledged funds for the 2021 Bonds are limited to the tax revenues pledged pursuant to the applicable Supplemental Trust Agreement.

RECOMMENDATION

Staff respectfully requests the Board adopt the attached resolution (Attachment A) approving the issuance of the 2021 Bonds, authorizing the negotiation of certain transaction documents and appointing bond counsel, co-bond counsel, disclosure counsel, the Underwriter, a municipal advisor and a fiscal consultant in connection with the proposed issuance of such bonds.

RONERICK D. SIMPSON
EXECUTIVE DIRECTOR

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING THE ISSUANCE OF SECOND LIEN TAX ALLOCATION REFUNDING BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant Assembly Bill X1 26 (which became effective in June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the Community Redevelopment Agency of the City of Compton (the "**Former Agency**") has been dissolved and no longer exists as a public body, corporate and politic, and the Successor Agency to the Community Redevelopment Agency of the City of Compton (the "**Successor Agency**") has become the successor entity to the Former Agency; and

WHEREAS, an oversight board of the Successor Agency (the "**Oversight Board**") was established to wind down the affairs of the Former Agency; and

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency entered into the Master Trust Agreement, dated as of June 1, 1995 (the "**Master Trust Agreement**") by and between the Former Agency and the U.S. Bank National Association, as successor trustee to Seattle-First National Bank (the "**Trustee**"); and

WHEREAS, prior to the dissolution of the Former Agency, the Master Trust Agreement was supplemented and amended from time to time in connection with the issuance of bonds of the Former Agency, including its \$31,130,000 initial aggregate principal amount of Compton Redevelopment Project Second Lien Tax Allocation Bonds (Housing), Series 2010A, \$51,335,000 initial aggregate principal amount of Compton Redevelopment Project Second Lien Tax Allocation Bonds, Series 2010B and \$18,260,000 initial aggregate principal amount of Compton Redevelopment Project Second Lien Tax Allocation Bonds (Taxable), Series 2010C (collectively, the "**Prior Bonds**") to finance redevelopment activities for the Compton Redevelopment Project Area; and

WHEREAS, the Master Trust Agreement, as supplemented and amended, is referred to herein as the "**Trust Agreement**"; and

WHEREAS, Section 34177.5 of the California Health and Safety Code (the "**Code**") authorizes the Successor Agency to issue bonds for the purpose of refunding bonds issued by the Former Agency for the purpose of providing savings to the Successor Agency within the parameters set forth in Section 34177.5 of the Code; and

WHEREAS, this Board of Directors of the Successor Agency (the "**Board**") desires to issue one or more series of the Successor Agency to the Community Redevelopment Agency of the City of Compton (City of Compton Project) Second Lien Tax Allocation Refunding Bonds, Series 2021 (the "**Series 2021 Bonds**") to achieve debt service savings; and

WHEREAS, the Series 2021 Bonds will be issued pursuant to, and will be secured a pledge of the tax revenues as provided in the Trust Agreement and one or more supplements to the Trust Agreement (each, a "**Supplemental Trust Agreement**"); and

WHEREAS, the proceeds from the sale of the Series 2021 Bonds will be used to (i) refund, redeem and defease all or a portion of the Prior Bonds, (ii) fund a reserve fund for the Series 2021 Bonds, if necessary, and (iii) pay the costs of issuance relating to the Series 2021 Bonds, including the purchase of credit enhancement for the Series 2021 Bonds, if necessary; and

WHEREAS, the Successor Agency intends to enter into a Bond Purchase Agreement (the "**Bond Purchase Agreement**"), with San Blas Securities, LLC, as underwriter (the "**Underwriter**") in connection with the sale of the Series 2021 Bonds; and

WHEREAS, the Successor Agency desires to (i) enter into one or more Supplemental Trust Agreement, the Bond Purchase Agreement, a Tax Certificate and a

Continuing Disclosure Agreement with respect to the Series 2021 Bonds (the “**Continuing Disclosure Agreement**”) and (ii) approve the preparation and delivery of a Preliminary Official Statement with respect to the Series 2021 Bonds and its use by the Underwriter in connection with the marketing and sale of the Series 2021 Bonds (the “**Preliminary Official Statement**”) and approve the preparation, use and delivery to the Underwriter of a final official statement with respect to the Series 2021 Bonds (the “**Official Statement**”); and

WHEREAS, it will be necessary for the Successor Agency to employ bond and disclosure counsel and a municipal advisor and a fiscal consultant in connection with the proceedings for the financing contemplated hereby; and

WHEREAS, TKG & Associates LLC is acting as municipal advisor (the “**Municipal Advisor**”) to the Successor Agency, Keyser Marston Associates, Inc. is acting as fiscal consultant to the Successor Agency (the “**Fiscal Consultant**”), Dentons US LLP and Amira Jackmon, Attorney at Law are serving as bond counsel (“**Bond Counsel**”), Stradling Yocca Carlson & Rauth (“**Co-Bond Counsel**”) and Greenberg Traurig LLP is serving as disclosure counsel (“**Disclosure Counsel**”) in connection with the issuance of the Series 2021 Bonds; and

WHEREAS, in furtherance of implementing the issuance of the Series 2021 Bonds, the Successor Agency anticipates that the following documents (the “**Transaction Documents**”) will need to be negotiated, reviewed and approved as to form by the Successor Agency staff and General Counsel to the Successor Agency:

1. One or more Supplemental Trust Agreements;
2. Bond Purchase Agreement;
3. Preliminary Official Statement;
4. Official Statement;
5. Tax Certificate; and
6. Continuing Disclosure Agreement; and

WHEREAS, pursuant to Government Code Section 5852.1, attached hereto as Exhibit A is certain information relating to the Series 2021 Bonds that has been obtained by the Successor Agency and is hereby disclosed and made public.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON THAT:

Section 1. The foregoing recitals are true and correct and this Board hereby so finds and determines.

Section 2. The issuance of the Series 2021 Bonds, in an aggregate initial principal amount not to exceed \$95,000,000 is in the best interests of the Successor Agency.

Section 3. This Board hereby authorizes and directs the Executive Director (the “**Authorized Representative**”) and/or his designees, for and on behalf of the Successor Agency, to negotiate, review and execute any and all of the Transaction Documents in consultation with Bond Counsel, Disclosure Counsel, the Municipal Advisor and the Fiscal Consultant.

Section 4. The Oversight Board and Department of Finance of the City of Compton, California will have the final approval of the issuance of the Series 2021 Bonds and the Transaction Documents.

Section 5. The firms of Dentons US LLP and Amira Jackmon, Attorney at Law, shall be, and each such firm is, hereby appointed bond counsel to the Successor Agency in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representative is hereby authorized to enter into agreements with Bond Counsel for their services in this connection.

Section 6. The firm of Greenberg Traurig LLP shall be, and such firm is, hereby appointed disclosure counsel to the Successor Agency in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representative is hereby authorized to enter into an agreement with Disclosure Counsel for its services in this connection.

Section 7. The firm of TKG & Associates LLC shall be, and such firm is, hereby appointed municipal advisor to the Successor Agency in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representative is hereby authorized to enter into an agreement with the Municipal Advisor for its services in this connection.

Section 8. The firm of Keyser Marston Associates, Inc. shall be and such firm is, hereby appointed fiscal consultant to the Successor Agency in connection with the sale and delivery of the Series 2021 Bonds. The Authorized Representative is hereby authorized to enter into an agreement with the Fiscal Consultant for its services in this connection.

Section 9. The officers and agents of the Successor Agency are, and each of them hereby is, authorized and directed to do any and all things and to negotiate the terms of the Series 2021 Bonds, any and all documents which they or any of them deem necessary or advisable in order to consummate the sale of the Series 2021 Bonds and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Board has approved in this Resolution. All actions heretofore taken by the officers and agents of the Successor Agency with respect to the issuance of the Series 2021 Bonds, and the other transactions authorized and contemplated herein are hereby approved, confirmed and ratified. Notwithstanding any provision of this Resolution authorizing the Authorized Representative to take any action to the contrary, in the absence of such Authorized Representative or in lieu of the Authorized Representative, the person designated in writing by the Authorized Representative, may take such action with like effect as fully as though named in this Resolution instead of the Authorized Representative.

Section 10. This Resolution shall take effect from and after its adoption.

Section 11. A certified copy of this Resolution shall be filed in the Offices of the Executive Director, the General Counsel to the Successor Agency, the Controller of the City of Compton, California, the Successor Agency, and the Secretary of the Successor Agency.

Section 12. The Chairperson of the Successor Agency shall sign and the Secretary of the Successor Agency shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

CHAIRPERSON OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

ATTEST:

SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON

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

I, Alita Godwin, Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Board of Directors of the Successor Agency, signed by the Agency Chairperson and attested by the Agency Secretary at a regular meeting thereof held on the _____ day of _____, 2021.

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

AYES: BOARD MEMBERS-
NOES: BOARD MEMBERS-
ABSENT: BOARD MEMBERS-
ABSTAIN: BOARD MEMBERS-

**SECRETARY OF THE SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

EXHIBIT A

Required Disclosures Pursuant to Government Code Section 5852.1

Set forth below are good faith estimates of San Blas Securities, LLC, the underwriter to the Successor Agency to the Community Redevelopment Agency of the City of Compton (the “**Successor Agency**”), as required under Section 5852.1 of the California Government Code (the “**Code**”). **The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by resolution.**

1. The true interest cost of the Series 2021 Bonds is estimated at 2.65%, calculated as provided in Section 5852.1(a)(1)(A) of the Code.
2. The finance charge of the Series 2021 Bonds (the sum of all fees and charges paid to third parties) is estimated at \$1,309,324.
3. Proceeds of the Series 2021 Bonds expected to be received by the Successor Agency, net of proceeds for finance charges set forth in (2) above and any reserves or capitalized interest paid or funded with proceeds is estimated at \$71,989,764.
4. The total payment amount calculated as provided in Section 5852.1(a)(1)(D) of the Code is estimated at \$11,316,271.

The foregoing are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth above.