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

COMPTON CITY COUNCIL
AGENDA
03/28/2023

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

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. ORAL PRESENTATION: FORMER COMPTON FIRE CHIEF - MONROE SMITH - Carlton Mc Miller

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Monica Turner
Pursuant to Gov. Code Section 54956.9

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Willow Walk - 500 West Willowbrook Ave. Compton, Ca 90220
Pursuant to Gov. Code Section 54956.9

OPENING

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION(S)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. February 7, 2023

REGULAR AGENDA

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

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

COMMISSION ON AGING - Mayor Sharif
BEAUTIFICATION COMMISSION - District 4 Councilmember Darden
FEDERAL GRANT ADVISORY BOARD - Mayor Sharif

CITY MANAGER'S REPORT

4. FIRE DEPARTMENT ASSESSMENT REPORT - Fire Chief Ronerick Simpson

5. REQUEST TO SCHEDULE A PUBLIC HEARING CITY OF COMPTON MASTER FEE SCHEDULE FOR April 11, 2023 @ 5:45p.m.

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO MAKE A TRANSFER OF FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING FOR GRANT SUPPORT SERVICES AND CLOSEOUT OF NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1) AND NEIGHBORHOOD STABILIZATION 3 (NSP3) IN THE AMOUNT OF $76,000

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A SALARY INCREASE FOR THE SEASONAL, HOURLY, AND MISCELLANEOUS POSITION OF LIFEGUARD

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH REVENUE & COST SPECIALISTS FOR THE PREPARATION OF A CITYWIDE COST ALLOCATION PLAN AND USER FEE STUDY FOR AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND THREE-HUNDRED DOLLARS ($48,300.00), TO AUTHORIZE A BUDGET AMENDMENT TO THE FY2022-2023 CITY BUDGET, AND TO AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF FORTY-EIGHT THOUSAND THREE-HUNDRED DOLLARS ($48,300.00).

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH 72 HOUR, LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF ONE (1) NEW COMMAND VEHICLE FOR THE FIRE DEPARTMENT ($221,706.90)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING MARCH, 2023 AMERICAN RED CROSS AWARENESS MONTH

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND APPROVING THE SUBSTANTIAL AMENDMENT TO THE 2021 ANNUAL ACTION PLAN APPROVING THE HOME - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT A MEASURE TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH PRIORITIZING AN OPEN AND COMPETITIVE HIRING PROCESS FOR ALL POSITIONS BE SUBMITTED TO THE VOTERS OF THE CITY AT THE NEXT STATEWIDE GENERAL ELECTION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMMUNITY IMPROVEMENT SERVICES DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE TWO (2) ADMINISTRATIVE SPECIALISTS POSITIONS AND ONE (1) SECURITY SERVICES COORDINATOR POSITION AND ADD TWO (2) SECURITY SERVICES SUPERVISOR POSITIONS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/4/2023 5:30PM

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

FEBRUARY 7, 2023

The Closed Session Compton City Council meeting was called to order at 4:36 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, J. Bowers, Mayor E. Sharif
Council Members Absent – L. Darden *(Joined the meeting during closed session)*

Other Officials Present: E. Perrodin, V. McDaniel, T. Thomas

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION (3) Cases Culbreath, Anthony v. City of Compton, LASC Case No. 20STCV14652 Rushing, George Anne v. City of Compton, LASC Case No. 21STCV35130 Vasquez, Jeffrey v. City of Compton, LASC Case No. 20STCV47256 Pursuant to California Government Code Section 54956.9(a)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION TITLE: City Controller Pursuant to California Government Code Section 54957

City Attorney Eric Perrodin requested a closed session for a conference with legal counsel regarding pending litigation of three (3) cases; Culbreath, Anthony v. City of Compton, LASC Case No. 20STCV14652 Rushing, George Anne v. City of Compton, LASC Case No. 21STCV35130 Vasquez, Jeffrey v. City of Compton, LASC Case No. 20STCV47256, pursuant to California Government Code Section 54956.9(a) and public employees performance evaluation of the City Controller, pursuant to California Government Code Section 54957.

RECESS TO CLOSED SESSION

On motion by Duhart, seconded by Spicer, the City Council recessed to closed session at 4:39 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Sharif
NOES: Council Members – None
ABSENT: Council Members – Darden

RECONVENE TO OPEN SESSION

On motion by Darden, seconded by Spicer, the City Council voted to reconvene at 6:04 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Bowers, Darden, Sharif
Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Eric Perrodin reported that no reportable action was taken by the City Council during the closed session meeting. Attorney Perrodin also indicated that the City Controller's evaluation was continued to the next City Council meeting.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Floyd Smith addressed the 300 homes and businesses in the Park Water Trust and the poor condition of the trees of Kay Street, Tucker and Poppy Street which need immediate attention. Mr. Smith indicated that the tree at 1100 E. Kay Street is affecting the sewer pipes and the sidewalks are uprooted, which has been a public safety issue for ten years.

A. Dominguez addressed the low water pressure at his residence, which has been an ongoing issue for several years. Mr. Dominguez informed the City Council that he and a neighbor, Betrina Warren, have been involved in a parking dispute, and indicated that he and family should not be attacked and threatened by a person that has a position with the City. Mr. Dominguez presented documentation to the City Council and asked for assistance in resolving his issues.

Raul Segura commented that he is a resident of the 2700 Block of Lantana Street and further indicated that his family has been harassed by Betrina Warren, who is a Board Member of the Personnel Commission for the City of Compton. Mr. Segura then offered that his family and Ms. Warren have has issues relative to parking and presented an audio recording and other documents substantiating his case. Mr. Segura requested that the City Council take action.

Marjorie Shipp spoke before the City Council and complimented and commended Mayor Sharif, Assemblyman Mike Gipson and Caltrans for sponsoring Dump Day in the City which was very helpful in cleaning up the City sidewalks. Ms. Shipp further thanked Councilmember Duhart for hosting a town hall meeting which provided for a wealth of information and further suggested that the City provide for a master calendar to prevent multiple events on the same day.

Cheryl (Ms. 100) referenced a tree that has been in front of her home for many years, that was cut down, however, the City left a high tree stump, and neglected to place caution sign indicators around the area to alert the community of the dangers of the remaining stump. Ms. Cheryl also indicated that she has contacted the City Manager on multiple occasions without receiving a response. She concluded by urging that the City to eradicate the rodent infestation in her neighborhood.

Travis Martin raised concerns about the 1700 block of North Grandee and the ongoing parking issues. Ms. Martin indicated that she and several of her neighbors were forced to park their vehicles blocks away from their home to avoid being illegally cited by Code Enforcement. Ms. Martin then indicated that the City requires additional Compton Sherriff's Deputies on patrol.

Miller Martin also raised concerns regarding Code Enforcement Division wrongfully cited and towed away several vehicles belonging to his neighbors. Mr. Martin then indicated that Code Enforcement Division Manager Tony Ward came into his neighborhood with a weapon, which was completely unnecessary, and asserted that he and his neighbors are parking in an alley, which actually consists of residential driveways.

Sinetta Farley, East Rancho Dominguez Homeowner's Association, raised concerns regarding 4 streets, an alley and an intersection which need to be repaired as soon as possible. She indicated that on November 15, 2022, the homeowner's association sent an email to the City Manager and the Mayor detailing their concerns and requests, however, there has been no response to their email. Ms. Farley submitted a copy of the email and further notified the Council that the neighborhood is flooded because of the recent rains and the residents are unable to drive through the alleyway. She urged the City Council to address the situation as soon as possible.

Compton Fire Captain Daniel Salazar addressed agenda item Number 6 (agreement with Los Angeles Council Fire Foundation) and indicated that the Firefighter Union Members have been working with the City to obtain the proper equipment and supplies, highlighting that securing the supplies will be beneficial to the residents and the surrounding cities. Captain Salazar requested an update on the City's plans to upgrade and improve the infrastructure of the City and the repair of the infrastructure of the Fire Department and indicated that he is still awaiting a response from his multiple emails. Captain Salazar indicated that the Department is severely understaffed which requires the existing Fire personnel to work for an extraordinarily extended periods of hours and days, which is detrimental to the health and safety of the Firefighters. Captain Salazar concluded by urging the City Council to address the needs of the Fire Department.

Lynn Boone referenced agenda item Number 4 (resolution regarding contract services with Springbrook Holding Co.) and indicated that Compton has maintained a contract with this company for many years and noted and they have not been providing adequate service, so it is time for a change. Ms. Boone further stated that residents have had their services wrongfully terminated and many residents have been charged a $10 late fee even though their checks were

submitted on time and cashed immediately, and then noted that the proposed agreement must be reviewed by professionals.

Vanessa addressed agenda item Number 7 (Hardy & Harper road repair agreement) and stated that Piru Street was not properly repaired and is currently torn up because the contractor simply placed gravel into the potholes. She then raised concerns about the residents wrongfully charged a $10 late fee even though their water bills were paid on time. Ms. Vanessa also alleged that someone is syphoning funds away from the City and further stated that the residents need strong leadership.

Fidel Marquez raised concerns about the hundreds of thousands of taxpayer funds paid to a contractor for street repairs and indicated that the contractor carelessly threw gravel into his driveway which he was required to sweep up and dispose of and asserted that this situation does not occur in other cities. Mr. Marquez then stated that contractors and vendors hired by the Council do not respect the residents of Compton. Mr. Marquez indicated that the residents approach the City Council weekly with their questions and concerns, however, the issues are not addressed by the City.

Mark Smith discussed agenda item Number 7 (approval of construction contract for road repair) and addressed the numerous potholes that the residents have been complaining about for years. Mr. Smith indicated that as a results of the inadequate repairs, loose gravel has been utilized to repair the streets, which does not solve the problems and is damaging to vehicles. Mr. Smith further discussed the City's staffing issues and questioned whether it is economically feasible to contract out certain services or perform the job in house by City employees.

CONSENT AGENDA

APPROVAL OF MINUTES

1. December 20, 2022

It was moved by Spicer, seconded by Duhart, that the consent agenda be approved.

Councilmember Darden indicated that she voted 'Yes' on agenda item Number 3. The minutes were approved with the correction by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

REGULAR AGENDA

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

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

   COMMISSION ON AGING - District 1, Councilmember Duhart (1 Appointment)
   BEAUTIFICATION COMMISSION - District 1, Councilmember Duhart (1 Appointment)

Councilmember Duhart offered a motion to appoint **Delores Holbrook** to the **Commission on Aging.** The motion was seconded by Spicer and approved by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

Councilmember Duhart offered a motion to appoint **Angela Thomas** to the **Beautification Committee.** The motion was seconded by Spicer and approved by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

CITY MANAGER'S REPORT

3. POWERPOINT PRESENTATION - Illegal Dispensaries

City Manager T. Thomas indicated that the City has instituted a task force consisting of the City Manager's Office, City Attorney, Code Enforcement and the Compton Sheriff's Department, and have been successfully working together to eradicate all illegal marijuana dispensaries in the City of Compton. The City is also working in conjunction with Enso Law to combat these illegal businesses through civil litigation.

Marcus Whittemore, **on behalf of Attorney David Welch and Enso Law**, reported that with the direction of City Manager Thomas and under the supervision of the City Attorney Eric Perrodin, Enso Law proudly represents and assists the City of Compton with its narcotics nuisance abatement program. In addition, the firm is working alongside Code Enforcement and the Los Angeles County Sheriffs Compton Station to civilly prosecute illegal narcotics distributors, as well as the landlords and financers who allow drug dealers to freely operate in the City of Compton. The goal is to shut down all of the illegal marijuana dispensaries operating in the City within the next year.

Attorney Whitmore offered a power point presentation and indicated the following:

The Effect of Narcotic Nuisances
- Increases Crime
- Devalues Property
- Discourages Commercial Investment (Decreasing City Revenue from Property Taxes)

Attorney Whittemore further indicated that the City will pursue civil penalties against landlords and banks for allowing the operation of narcotics nuisances on their property. In addition, the City has an opportunity to recover all law enforcement expenditures for criminal investigations and enforcement of narcotics crimes litigation in the City.

Attorney Whittemore further highlighted that the City has filed 9 lawsuits against 34 different Defendants. In addition, the City has obtained 6 preliminary injunction orders against illegal operators and their landlords and the lenders. The City of Compton has closed and stopped the operation of 5 illegal dispensaries in is currently pursuing penalties and fees against their landlords.

The complete power point presentation is on file and available for review in the City Clerk's Office.

City Attorney Perrodin announced that if a landlord allows their building or facility to be used illegally to sell marijuana, the City will take legal steps to confiscate the property. City Attorney Perrodin then encouraged citizens to report any marijuana dispensary location to his office and the City will begin proceedings to prosecute the owner of the property where the illegal dispensary is established.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT SERVICES AGREEMENT WITH SPRINGBROOK HOLDING COMPANY LLC FOR A THREE (3) YEAR TERM FOR TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($237,000) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FIVE CENTS ($74,999.55) FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2022-2023

On motion by Duhart, seconded by Darden, that the resolution be adopted.

Councilman Bowers raised concerns regarding the multiple problems associated with the billing notices and wrongful service shut offs. Councilman Bowers then addressed the transaction fees for telephone payments and questioned if there was another company that can provide better service and lower costs.

Councilmember Duhart questioned why the City did not follow the Request for Proposals (RFP) process for this item.

Water Department Manager Victor Meza responded that in order to initiate the RFP process the Department would have to acquire new utility billing software that provides the same level of services that are provided by Springbrook, which is not cost effective or operationally efficient.

Mayor Sharif expressed her delight at the ability for the residents to pay their bills via telephone, however, she encouraged Staff to provide for quality control and investigate the issues raised by the Council to make certain that the vendor is providing proper services to the community.

Resolution Number 25,783 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE CONTRACT SERVICES AGREEMENT WITH SPRINGBROOK HOLDING COMPANY LLC FOR A THREE (3) YEAR TERM FOR TWO HUNDRED THIRTY-SEVEN THOUSAND DOLLARS ($237,000) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND FIFTY-FIVE CENTS ($74,999.55) FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2022-2023'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**
ABSTAIN: **Council Members – Bowers**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES ($35,333).

On motion by Darden, seconded by Spicer, **Resolution Number 25,784** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL STORM WATER PERMIT FEES'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY FIRE FOUNDATION AND THE CITY OF COMPTON AUTHORIZING THE ORGANIZATION TO SERVE AS A FISCAL SPONSOR ON BEHALF OF THE COMPTON FIRE DEPARTMENT

On motion by Duhart, seconded by Spicer, **Resolution Number 25,785** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES COUNTY FIRE FOUNDATION AND THE CITY OF COMPTON AUTHORIZING THE ORGANIZATION TO SERVE AS A FISCAL SPONSOR ON BEHALF OF THE COMPTON FIRE DEPARTMENT**' was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($320,797.40).

On motion by Duhart, seconded by Darden, **Resolution Number 25,786** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

WAIVER OF AGENDA TO CONSIDER SUBSEQUENT NEED ITEM

City Attorney Perrodin indicated that the item indeed qualifies as a subsequent need item.

On motion by Duhart, seconded by Bowers, the agenda was waived to consider a subsequent need item by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

REQUEST FOR FEE WAIVER FOR THE REPAST FOR MS. BERTHA THOMAS

City Manager Thomas indicated that the family of Ms. Bertha Thomas has requested a fee waiver for the use of the Dollarhide Community Center for her repast on February 8, 2023, from 2:00 p.m. until 6:00 p.m.

It was moved by Duhart, seconded by Spicer, that the request be approved.

Councilman Spicer noted that the Council recently denied a similar request. There was discussion regarding the item and the City Council agreed to remain consistent relative to fee waiver requests.

The fee waiver request was denied by the following vote on roll call:

AYES: **Council Members – None**
NOES: **Council Members – Duhart, Spicer, Bowers**
ABSENT: **Council Members – None**
ABSTAIN: **Council Members – Darden, Sharif**

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Commented on her successful food giveaway in collaboration with United Hands and NHS and further announced that the next giveaway will take place on March 17, 2023, at Gonzales Park, 1101 S. Cressey beginning at 11:00 a.m.

- Repeated her request that the City Manager remove all election materials posted around the City

- Thanked the community for attending her recent Town Hall meeting and offered a special 'thank you' to the City Manager and Department Heads for speaking and providing valuable information including Don Harris for presenting critical composting guidelines

- Encouraged the community to attend the Black History Month Celebration on February 18, 2023, beginning at 12:00 noon at the Dollarhide Community Center- the celebration will include artwork, a kid's zone, African Dancers, a YouTube Compton movie debut along with presentation from the Compton History Makers, food, vendors and much more!

- Thanked the residents for attending the Council meeting and voicing their questions and concerns

Councilmember Spicer offered the following communications/announcements:

- Reminded the community that he provides an analysis of his City Council meeting actions every Wednesday following the meetings on Facebook 'live' as well as on Instagram social platform, including City updates with a question-and-answer segment

- Wished his Grandmother a very Happy 93rd Birthday!

- Requested that the City Council meeting be adjourned in memory of **Michael Hooper**

Councilmember Bowers offered the following communications/announcements:

- Commented on the recent number of emergencies and natural disasters that have recently occurred and further emphasized that the City must implement a plan to provided critical emergency information to the resident and activate the Emergency Operations Center immediately

- Suggested that the City re-visit the placement of lot cop cameras and portable security systems in areas of concern with crime and illegal dumping

- Requested that the City Manager provide an update on the Measure P Committee meeting schedule

- Requested that the City Council meeting be adjourned in memory of **Retired Los Angeles County Assistant Chief Hershel Clady**

Councilmember Darden offered the following communications/announcements:

- Commented on her participation in the recent homeless count and thanked everyone involved with this crucial event

- Commented on the wonderful swearing-in ceremony for Paulette Gipson to the Compton NAACP and highlighted that Judge Kelvin Filer administered the Oath of Office

- Reported on the various community meetings and events she attended during the past week

- Indicated that she has received several calls from the community members expressing the need for a traffic signal on Long Beach Blvd. and Greenleaf and well as calls regarding the increasing homeless encampment near the Artesia bridge

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif congratulated Paulette Simpson on her wonderful swearing-in ceremony to the NAACP and further commended the entire committee on their election.

- Mayor Sharif commended and thanked the LA Clippers, Clean California, the Office of Assemblymember Mike Gipson, and Caltrans for hosting the city-wide Dump Day on February 4, 2023 and highlighted that over 200 cars dropped off bulky waste items for disposal and further encouraged the residents to contact her assistant, Ms. Shanice McKinley Reed at: smckinleyreed@comptoncity.org to arrange for a pickup at their residence free of charge.

- Mayor Sharif invited the community to attend the Black History Month Celebration on February 18, 2023, beginning at 12:00 noon at the Dollarhide Community Center. The celebration will include artwork, a kid's zone, African Dancers, a YouTube Compton movie debut along with presentation from the Compton History Makers, food, vendors and much more!

- Mayor Sharif thanked the citizens for attending the City Council meeting and voicing their questions and concerns, highlighting that we all must work together to improve the City of Compton.

ADJOURNMENT

On motion by Duhart, seconded by Spicer, the meeting was adjourned in memory of **Troy Anthony Vickers, Michael D. Hooper and Retired Los Angeles County Assistant Chief Hershel Clady** at 8:25 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

_____ _____

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

March 28, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO MAKE A TRANSFER OF FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING FOR GRANT SUPPORT SERVICES AND CLOSEOUT OF NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1) AND NEIGHBORHOOD STABILIZATION 3 (NSP3) IN THE AMOUNT OF $76,000

SUMMARY

Adoption of this resolution will amend the 2022-2023 Fiscal Year budget to transfer funds and authorize the City Manager to enter into a professional service agreement with and establish a purchase order in the amount of Seventy Six Thousand Dollars ($76,000) to Willdan Engineering for grant support services and closeout of NSP1 and NSP 3.

BACKGROUND

The City's objective is to select a professional consultant to assist the City of Compton with its audit review. In 2020, the Office of Inspector General (OIG) division of the U.S. Department of Housing and Urban Development (HUD) conducted an audit of City's reported activities. During that time, the City was forced to layoff several employees due to loss of revenue as a direct result of the global pandemic. Due to staff turnover and staff shortage, the City was unable to address all of the audit findings. In order to successfully address the outstanding OIG findings and complete the closeout of NSP1 & NSP3, HUD recommended that the City hire an experienced consultant. The selected consultant will have a complete understanding of the status of the City of Compton as it relates to the corrective actions needed for OIG audit.

On September 7, 2022, the Grants Division advertised for grant support services and closeout of NSP1 & NSP3 program. An essential component of this RFP was to obtain the services of a qualified and experienced firm understanding the grant cycle from proposal stage to the grant/contract closeout process. The selected consultant must have experience administering all aspects of HUD-funded programs for municipalities. On September 29, 2022, the City received two (2) proposals that were reviewed and ranked by staff. The two (2) firms were

selected based on their responsiveness, qualifications, costs, work experience and profession expertise. The following two (2) proposal are as follow:

Firm	Amount	Service Proposed
Willdan Engineering	$76,000	Grant Support Services
Ramsay Group	$95.00 Hourly	Grant Support Services

The scope of work for Grant Support Services and Closeout of NSP1 & NSP3 services described within the FRP shall include all of the following, but not limited to:

- **Knowledge -** Minimum of five (5) year's federal grant administration experience to a public agency is required not limited to CDBG, NSP, and HOME
- **Reference** – Submitters that have demonstrated a positive relationship with municipal agencies and/or housing division within a public agency
- **Pricing** – Based upon the reasonable hourly rates of personnel identified to carry out services

SELECTION PROCESS

Pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover. The proposal review committee reviewed the material in the Request for Proposal (RFP) submitted by the consultants and ranked the most qualified proposals.

The selection of the most qualified firm for grant support services and closeout of NSP1 & NSP3 was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of professional services; fees are not an initial consideration nor a primary consideration for selection; however, staff will evaluate the price to ensure there is a comparability and consistency to the other proposals. The evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work. Fees are not considered until after the selection of the most qualified firms.

The review committee determined the proposal submitted by Willdan Engineering was deemed the most qualified firm to provide the needed grant support services and closeout of NSP1 & NSP3 services for this RFP for the following reasons:

- Willdan Engineering key members have over 20 years of extensive grant administrative services for public agencies

- Willdan Engineering has experienced personnel with over 15 years of grant management experience at the federal and local level drafting, reviewing and aligning program policies and HUD regulations pursuant to 24 CRF 570, Federal register, and HUD CPD notices
- Willdan Engineering has experienced with complete closeout of NSP 1 & NSP 3 activities by the City of Compton pursuant to HUD guidelines

STATEMENT OF ISSUE

Staff request authorization for the City Manager to enter into a service agreement with Willdan Engineering for grant support services and closeout of NSP1 & NSP3 for the City of Compton, Grants Division.

FINANCIAL IMPACT

That the Community Development Department Fiscal Year 2022 – 2023 budget shall be amended and funds shall be transferred as follow:

FROM:

Account No:	Description:	Amount
1001-780-CRL-4101	Salaries - Permanent	$76,000

TO:

Account No:	Description:	Amount
1001-780-GRT-4262	Other Professional Services	$76,000

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO MAKE A TRANSFER OF FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING FOR GRANT SUPPORT SERVICES AND CLOSEOUT OF NEIGHBORHOOD STABILIZATION PROGRAM 1 (NSP1) AND NEIGHBORHOOD STABILIZATION PROGRAM 3 (NSP3) IN THE AMOUNT OF $76,000

WHEREAS, adoption of this resolution will amend the 2022-2023 Fiscal Year budget to transfer funds and authorize the City Manager to enter into a professional service agreement with and establish a purchase order in the amount of Seventy Six Thousand Dollars ($76,000) to Willdan Engineering for grant support services and closeout of NSP1 and NSP 3; and

WHEREAS, the City's objective is to select a professional consultant to assist the City of Compton with its audit review. In 2020, the Office of Inspector General (OIG) division of the U.S. Department of Housing and Urban Development (HUD) conducted an audit of City's reported activities. During that time, the City was forced to layoff several employees due to loss of revenue as a direct result of the global pandemic. Due to staff turnover and staff shortage, the City was unable to address all of the audit findings. In order to successfully address the outstanding OIG findings and complete the closeout of NSP1 & NSP3, HUD recommended that the City hire an experienced consultant. The selected consultant will have a complete understanding of the status of the City of Compton as it relates to the corrective actions needed for OIG audit; and

WHEREAS, on September 7, 2022, the Grants Division advertised for grant support services and closeout of NSP1 & NSP3 program. An essential component of this RFP was to obtain the services of a qualified and experienced firm understanding the grant cycle from proposal stage to the grant/contract closeout process. The selected consultant must have experience administering all aspects of HUD-funded programs for municipalities; and

WHEREAS, on September 29, 2022, the City received two (2) proposals that were reviewed and ranked by staff. The two (2) firms were selected based on their responsiveness, qualifications, costs, work experience and profession expertise. The top two (2) proposals are as follow:

Firm	**Amount**	**Service Proposed**
Willdan Engineering	$76,000	Grant Support Services
Ramsay Group	$95.00 Hourly	Grant Support Services

WHEREAS, the scope of work for grant support services and closeout of NSP1 & NSP3 services described within the RFP shall include all of the following, but not limited to:

- **Knowledge -** Minimum of five (5) year's federal grant administration experience to a public agency is required not limited to CDBG, NSP, and HOME
- **Reference** – Submitters that have demonstrated a positive relationship with municipal agencies and/or housing division within a public agency
- **Pricing** – Based upon the reasonable hourly rates of personnel identified to carry out services

WHEREAS, pursuant to the Request for Proposals, it was requested that firms respond with their qualifications, scope of service, etc., in one package and their fee in a sealed, separate cover; and

WHEREAS, the proposal review committee reviewed the material in the request for proposal (RFP) submitted by the consultants and ranked the most qualified proposals; and

WHEREAS, the selection of the most qualified firm for the grant support services and closeout of nsp1 & nsp3 services was on the basis of demonstrated competence and professional qualifications; and

WHEREAS, Qualification Based Selection ("QBS") is where selection is based on the most appropriate provider of professional services; fees are not an initial consideration nor a primary consideration for selection; however, staff will evaluate the price to ensure there is a comparability and consistency to the other proposals.; and

WHEREAS, the evaluation process used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work and fees are not considered until after the selection of the most qualified firms; and

WHEREAS, the review committee determined the proposal submitted by Willdan Engineering was deemed the most qualified firm to provide the needed grant support services and closeout of nsp1 & nsp3 services for this RFP for the following reasons:

- Willdan Engineering key members have over 20 years of extensive grant administrative services for public agencies
- Willdan Engineering has experienced personnel with over 15 years of grant management experience at the federal and local level drafting, reviewing and aligning program policies and HUD regulations pursuant to 24 CRF 570, Federal register, and HUD CPD notices
- Willdan Engineering has experienced with complete closeout of NSP 1 & NSP 3 activities by the City of Compton pursuant to HUD guidelines

WHEREAS, staff request authorization for the City Manager to enter into a service agreement with Willdan Engineering in the amount of seventy-six thousand dollars ($76,000) for grant support services and closeout of nsp1 & nsp3; and

WHEREAS, that the Community Development Department Fiscal Year 2022 – 2023 budget shall be amended and funds shall be transferred as follow:

FROM:

Account No:	**Description:**	**Amount**
1001-780-CRL-4101	Salaries - Permanent	$76,000

TO:

Account No:	**Description:**	**Amount**
1001-780-GRT-4262	Other Professional Services	$76,000

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

SECTION 1. That the proposal submitted by Willdan Engineering is hereby accepted.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with

Willdan Engineering for the provision of grant support services and closeout of nsp1 & nsp3.

SECTION 3. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with Willdan Engineering for the provision of grant support services and closeout of nsp1 & nsp3.

SECTION 4. That funds be transferred from account number 1001-780-CRL-4101 Salaries; to account number 1001-780-GRT-4262 Other Professional Services for $76,000 and establish a purchase order for Willdan Engineering in the amount of seventy-six thousand dollars ($76,000).

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, 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 _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WILLDAN ENGINEERING

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **Willdan Engineering** (hereinafter referred to as **"CONSULTANT"**), located at 13191 Crossroads Parkway North, suite 405, Industry, California 91746.

RECITALS:

WHEREAS, the **CITY** objective is to select a professional consultant to assist the City of Compton with its audit review. In 2020, the Office of Inspector General (OIG) division of the U.S. Department of Housing and Urban Development (HUD) conducted an audit of City's reported activities; and

WHEREAS, the **CITY** has determined that there is a need to employ the services of an experienced consultant to provide expert advice and assistance with grant support services and closeout of HUD programs to ensure corrective actions to the OIG audit; and

WHEREAS, CONSULTANT (Willdan Engineering) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No.XX,XXX adopted on the XXth of XXXX 2023, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant to provide the needed services; and

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

AGREEMENT:

1. <u>Services to be rendered by Consultant.</u> It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing the following services: 1.) Grant Support Services and Closeout of Neighborhood Stabilization Program 1 & 3 (NSP 1&3).

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned

tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-consultants, if any, and will keep the services under its control. On demand of the City, if any employee or sub-consultant of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, Consultant agrees that he or she will be discharged from performing services pursuant to provisions of this Agreement.

Salvador Lopez Jr., Director of Planning of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant and Consultant shall perform the services in a diligent and professional manner pursuant to this Agreement through October 31, 2023, unless this Agreement is extended or terminated as provided herein.

3. Compensation. The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within Consultant's **"Budget"** within the **"Proposal"**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for all services performed by the Consultant during the initial term of this Agreement shall be limited to a not-to-exceed amount of **Seventy-Six Thousand Dollars ($76,000).**

The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.** Should the Parties be unable to agree as to a compensation adjustment amount for changes in the work or scope of the project, this Agreement may be terminated pursuant to the provisions of **Section 16,** below.

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

Consultant shall provide the City with monthly reports describing services performed during the preceding month of services. Reports and Invoices shall be delivered or mailed to the **Grants Division** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

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

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

5. Independent Consultant Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, sub-contractor or agent of the City of Compton. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers, joint venture or partner of the City. Consultant shall obtain no rights to retirement, health care or any other benefits that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights. City will not make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Agreement.

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

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

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

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

Consultant agrees to post in conspicuous places, available to employees, applicants and sub-consultants for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

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

coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the Parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at Consultant's place of business, or at the offices of a sub-consultant.

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge, put it in order for proper filing and closing, and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total shall not exceed the maximum amount payable as specified in **Section 3,** above. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

18. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
c. does not have a proposed debarment pending; and
d. has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
e. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding subsection (d); and
f. have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this Agreement. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Salvador Lopez Jr., Director of Planning **Date**

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

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

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

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

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

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

25. Confidentiality and Trade Secret Information.

25.1 Use of Confidential Information. The Parties may be required to disclose Confidential Information to each other. As such, the Parties shall use Confidential Information solely for the purpose and in the context of the Parties' evaluation of the Project and shall not otherwise use, or authorize the use

of, any Confidential Information. Neither Party or any of its Affiliates, nor any of their respective Representatives, shall have any obligation to disclose any Confidential Information at any time.

25.2 Non-Disclosure of Confidential Information.

(a) Non-Disclosure Withut Consent. The Parties acknowledge that the disclosure of any Confidential Information would cause severe adverse personal, business and financial consequences to the Party including, but limited to loss, dilution or reduction of business or business prospects and adverse publicity. Without the prior written consent of the Party in each instance, or as otherwise specifically permitted by this Agreement, the Parties shall not, at any time or times, directly or indirectly, disclose or authorize or permit to be disclosed: (i) any Confidential Information; or (ii) any Confidential Information that has been made available to, or is in the possession or under the control of the Party. Immediately upon request by either Party, at any time or times, the Parties shall deliver to the requesting Party a complete and accurate list of the names, addresses and telephone numbers of all Persons to whom any copy of, or access to, any Confidential Information has been provided by or on behalf of said Party notwithstanding this Agreement.

(b) Prohibition on Reproduction. The Parties shall not, at any time or times, directly or indirectly, copy, otherwise reproduce, or make any extract or summary of any Confidential Information, or any materials containing or storing any Confidential Information, for any purpose other than the purposes specifically permitted by this Agreement. The Parties shall maintain adequate security measures so that none of the Confidential Information may be disclosed, reproduced, made available or distributed in any manner not otherwise specifically permitted by this Agreement. All media in which any Confidential Information is recorded or stored, and which at any time is within the possession or under the control of the Parties, immediately shall be delivered to the respective Parties upon the termination of the relationship and upon written request of either Party, for any reason, or at any other time, upon request by either Party.

(c) Notice of Demands. If, at any time or times, the Parties are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, the Party shall provide to the other Party immediate written notice thereof so that said Party may seek an appropriate protective order or waive compliance with the applicable provision of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, in the written opinion of that Party's legal counsel (delivered to the

Party at least fifteen (15) business days prior to any such disclosure), is compelled to disclose any Confidential Information, the Party may disclose only that portion of the Confidential Information that counsel so opines must be disclosed and the Party shall use its utmost best efforts to obtain assurance that confidential treatment shall be accorded to that portion of the Confidential Information being disclosed. In no event shall the Parties, or anyone on behalf of the Parties, oppose, hinder or impair the ability of the Party to take any action to obtain a protective order or other assurance satisfactory to said Party that confidential treatment shall be accorded to Confidential Information.

25.3 Trade Secret. Consultant agrees that during the course of providing services to the City, Consultant may have access to the City's confidential/trade secret and proprietary information. Consultant understands that all such information is considered to be secret and proprietary to the City and is a valuable commercial asset of the City. Consultant agrees not to make use whatsoever, directly or indirectly, of the City's confidential information for Consultant's personal benefit or for any other person, firm, corporation, or entity. Consultant agrees not to remove such information from the City in any form or medium without the express written permission of the City. Consultant agrees not to reveal, disclose, identify, or otherwise provide this Confidential Information to any other person, firm, corporation, or other entity, including the general public, directly or indirectly. Upon the conclusion of Consultant services to the City, Consultant agrees to return all the City's property and confidential information in Consultant's custody, possession, or control to Company.

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the

subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.

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

To Consultant:

Willdan Engineering
13191 Crossroads Prkwy North, Suite 405
Industry, California 91746
Attn:Salvador Lopez Jr., Director of Planning
(562) 655-7258 ext. 6273
www.willdan.com

`

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Grants Division
(310) 605-5580
t.woods@comptoncity.org

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

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

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

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

WILLDAN ENGINEERING
CONSULTANT

Dated: _____

By _____
Salvador Lopez Jr., Director of Planning

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

REQUEST FOR PROPOSALS (RFP)
GRANT ADMINISTRATIVE SERVICES FOR FEDERAL HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS, INCLUDING BUT NOT LIMITED TO: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), CDBG –CV, HOME INVESTMENT PARTNERSHIP PROGRAM (HOME), HOME– ARP, and NEIGHBORHOOD STABILIZATION (NSP)

The City of Compton (hereinafter referred to as the "City") is requesting proposals for qualifications to enter into an Agreement for Grant Administrative Services for Housing and Community Programs funded by the Department of Housing and Urban Development (HUD), including but not limited to: Community Development Block Grant (CDBG), CDBG-CV, HOME Investment Partnership Program (HOME), HOME-ARP, and Neighborhood Stabilization Program (NSP). A consultant can choose one or more programs at their discretion. (The CDBG-CV and HOME-ARP are both unique programs developed by HUD specifically in response to the Coronavirus relief funding).

Proposals must be submitted to the City Clerk's Office no later than September 29, 2022, at 5:00 p.m. Submissions shall be reviewed and rated on the basis of qualifications, specific experience, references, familiarity with the services, and pricing. The City will then determine which submissions best meet the City's requirements. The City reserves the right to reject any or all submissions, to waive any informality in any submission, and to select the submission that best meets the City's needs.

OVERVIEW AND SCOPE OF WORK

This Request for Proposals is for Grant Administrative Services as set forth in Attachment I, Scope of Services.

A minimum of five (5) years' federal grant administration experience to a public agency is required.

TERMS AND CONDITIONS

If a contract is offered, it will be for a one-year renewable term, with a 30-day termination clause for the convenience of the City and without specification of cause for termination by the City. Invoices are to be submitted monthly. Successful awardees will be expected to comply with applicable HUD requirements relating to the programs involved.

ORGANIZATION OF QUALIFICATIONS

The submission shall be limited to 10 pages, excluding resumes. The submissions will be evaluated by the City and shall include, at a minimum, the following information:

Personnel

This section shall define the experience of the Project Manager and other key personnel assigned to provide the services requested. The designated Project Manager shall be the primary contact with the City during the contract period.

EXPERIENCE

Explain your firm's experience, and in particular, how it relates to the Statement of Work set forth in this RFP.

REFERENCES

Provide references for similar work that the proposed personnel have provided within the last five (5) years. Include a detailed description of the services, the agency or firm receiving the services, contact names and phone numbers, e-mail addresses, and dates of services performed.

PRICING

This section shall define the hourly rate(s) of personnel identified to carry-out services.

SIGNATURE

The submission shall be signed by an official authorized to bind the firm, and shall contain a statement to the effect that the submission is valid for ninety (90) days.

SELECTION PROCESS

The Contract award will be made from among all submitters with implementation of services to follow. However, this RFP does not indicate a commitment by the City to award a contract to any successful submitter. An award of contract is estimated to occur within approximately sixty (60) calendar days after receipt of qualifications. The City intends to evaluate the proposed services based upon the data presented in response to the RFP.

The submissions will then be reviewed based on qualifications, specific experience, references, familiarity with the services, and pricing, and then rated according to which submitter best meets the City's requirements. The City will negotiate final pricing with the most qualified submitter.

The submissions will be reviewed primarily on the basis of qualifications and experience. The following selection criteria will be used to evaluate each firm:

EXPERIENCE / KNOWLEDGE (70%)

Describe specific experience in advising clients regarding the requirements relating to the CDBG, CDBG-CV, NSP, HOME, and HOME-ARP program regulations and guidelines set forth by the U.S. Department of Housing and Urban Development (HUD). Preference will be given to submitters that have provided similar services to other clients and have worked directly with municipal agencies and/or housing divisions within a public agency**.**

REFERENCES (15%)

Evaluation will be based upon quality of services provided specific clients and any feedback obtained from at least three (3) references. Preference will be given to submitters that have demonstrated a positive relationship with municipal agencies and/or housing divisions within a public agency.

PRICING (15%)

Based upon the reasonable hourly rates of personnel identified to carry out services.

Submittal Instructions

Qualifications must be submitted via United States Mail, Federal Express or similar Courier, or hand-delivered to the City of Compton City Clerk's Office by or before Wednesday, September 29, 2022 at 5:00 p.m. No other form of submission will be accepted. Please provide two (2) copies of your submission.

The envelope containing your qualification(s) must be labeled "CDBG, CDBG-CV, HOME, HOME-ARP, & NSP Administrative Services Qualification" and marked to the attention of:

Dr. Aubrey Relf, Grants Compliance Manager
City of Compton
City Clerk's Office
205 South Willowbrook Avenue,
Compton, CA 90220

Email proposals will not be accepted.

GENERAL INFORMATION

Any costs incurred in the preparation of the qualifications, presentation to the City, travel in conjunction with such presentations, or samples of items shall be solely the responsibility of the submitter. The City assumes no responsibility and no liability for costs incurred by submitters prior to issuance of a Contract or purchase order.

The submitter shall furnish the City with such additional information as the City may reasonably require. The City reserves the right to conduct pre-contract negotiations with any or all potential submitters.

Any questions or requests for clarification must be submitted in writing and sent via email to arelf@comptoncity.org. No questions will be accepted later than September 29, 2022, 5 p.m.

All data, documents and other products used or developed during performance of the services will be and remain the property of the City upon completion of the services.

ATTACHMENT I

SCOPE OF SERVICES – Request for Proposals

GRANT ADMINISTRATIVE SERVICES FOR FEDERAL HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS, INCLUDING BUT NOT LIMITED TO: COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), CDBG-CV HOME INVESTMENT PARTNERSHIP PROGRAM, HOME-ARP HUD CORONAVIRUS FUNDS, HOME INVESTMENT PARTNERHIPS (HOME), and NEIGHBORHOOD STABILIZATION (NSP)

Prepare all reports and notices as required by the U.S. Department of Housing and Urban Development, including but not limited to:

1. Annual Action Plans, Contractor/Subcontractor activity reports, C A P E R , and public notices.
2. Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS).
3. Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan.
4. Prepare necessary environmental review forms and documents for CDBG, ESG, NSP and HOME projects and activities, where required.
5. Work with the City staff to review submitted funding applications and qualifications for completeness and eligibility;
6. Assist in the preparation of reports for the City Council concerning the allocation of funds for public service and capital expenditure activities.
7. Provide training and technical assistance to staff.
8. Develop a monitoring plan and monitor all CDBG, NSP and HOME projects/ programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.
9. Close out NSP projects/programs in compliance with applicable program requirements.
10. Provide Section 3 and Davis-Bacon Wage Compliance procedures and monitoring for them.
11. Provide Compliance Reports as needed for projects using grant funds.
12. Create and maintain files for CDBG, NSP, HOME funded projects/activities and programs.
13. During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
14. Assist with Audit responses
15. Provide research, analysis, and training as requested by City.
16. Complete close-out of NSP I and NSP III activities by the City of Compton pursuant to HUD guidelines.
17. Provide any other administrative services as required to properly administer the City's CDBG, ESG, NSP and HOME programs.
18. Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.
19. Advise regarding Labor Compliance for CDBG funded projects.

20. Assist with Environmental Compliance efforts
21. Assist in Program Implementation of the First Time Homebuyer Program and Rehabilitation Program.
22. Primary responsibility for Assistance in Program Implementation of the Neighborhood Stabilization Program I and Neighborhood Stabilization Program III; including completion of close-out.
23. Assist in Program Implementation of HOME CHDO Program.

Grant Administration Services
(HUD Programs)

City of Compton

The Ramsay Group Maintains High Standards of
Business Operations, and a Formula for Quality Service
You Can Trust

2022

THE RAMSAY GROUP

PLAN | EMPOWER | PERFORM

Contact Information:

Darrell Stamps MPA - Managing Partner

THE RAMSAY GROUP

23630 Clover Trail, Calabasas, CA 91302
(Headquarters)

2021 Guadalupe Street Dobie Center, Suite 260
Austin, TX 78705

One Magnificent Mile, 980 North Michigan Avenue Suite 1400
Chicago, 60611

www.theramsaygroup.com
ds@theramsaygroup.com

I. COVER LETTER

9/29/2022

Dr. Aubrey Relf, Grants Compliance Manager - City of Compton
City Clerk's Office
205 South Willowbrook Avenue,
Compton, CA 90220

RE: Grants Administration Services for HUD Programs

Dear Dr.Relf,

The Ramsay Group is pleased to present our proposal to the City of Compton to provide Administration Services for its HUD programs.

The Ramsay Group specializes in minimizing the regulatory burden most public managers face by working along-side them and applying efficient private-sector structure and systems. The Ramsay Group has nearly 30 years of experience managing and providing technical support for Housing and Urban Development programs such as Community Development Block Grant (CDBG/CDBG-CV); Home Investment Partnerships (HOME/HOME ARP), Neighborhood Stabilization Program (NSP) and Emergency Shelter Grants (ESG). Our firm has provided HUD technical assistance to more than **60** jurisdictions.

Our objective is to be an independent contractor capable of providing experienced, knowledgeable, and professional management services; be responsive and maintain excellent working relationships with City residents, businesses, government officials and City staff; and provide adequate staffing levels at all times and adhere to established schedules. TRG shall be knowledgeable of and comply with federal, state, and local laws, including the City of Compton's Jurisdictional Codes.

Our Firm has a breadth of knowledge, understanding and expertise in projecting future economic, social and housing concerns. TRG is also well apprised of the Code of Federal Regulation, Title 24 Housing and Urban Development Part 91. Our Firm understands that the successful completion of the Consolidated Plan/AP will result in millions of HUD federal funds that will increase affordable housing and economic development opportunities thus mitigating challenges such as, homelessness and lack of affordable housing for thousands of residents located in the Jurisdiction.

Our development of the Analysis of Impediments to Fair Housing Choice (AI) will be a comprehensive review of policies, procedures and practices within the Consortium, and how they affect the location, availability and accessibility of housing and the current residential patterns and conditions related to fair housing choice. Moreover, our Firm will work with the City to list and recommend appropriate remedies for all impediments identified so that such remedies will be made part of your on-going fair housing activities. We will also highlight outstanding fair housing practices within the Jurisdictions to be documented as potential "best practices" for HUD and other Jurisdictions.

TRG is also has high competency with HUD's E-ConPlan Suite which is used in the planning and inputting of the Consolidated Plan and A/P. The tool also allows Jurisdictions to create a map of census tracts based on housing needs, housing supply, economic conditions, and homeless populations (all as defined by HUD). Our Firm has completed more than 100 Consolidated Plans, Annual Action Plans and CAPERS using the planning suite.

TRG has a 25-year history successfully assisting jurisdictions in developing HUD regulated planning documents to meet the requirements of CFR, Title 24 Part 91. Many of our documents have been used by HUD to demonstrate "best-practices" in community planning. We have always completed these projects in a timely manner.

Should you have any further questions or concerns, please contact me directly. I reviewed all elements of the RFP and understood its requirements. I will be the contact/ lead person for this assignment and authorized to obligate the Firm contractually. I can be reached at ds@theramsaygroup.com or 213-256-7657. Our fax is 661-554-0198. We look forward to working with you. The following proposal is valid for ninety (90) days.

We thank you for considering our submission and look forward to the privilege of working with your jurisdiction.

Regards,

Darrell E Stamps

Darrell Stamps MPA, Managing Partner

II. UNDERSTANDING OF PROJECT

The Ramsay Group will serve as an extension of the City's staff, bringing new insights, strategies and management that can be used by the City to ensure the successful administration of its HUD programs. We will ensure exceptional coordination with the City and ensure seamless transfer of information. We will also provide monthly reports on the program's progress and make staff available for departmental meetings or public presentations. Additionally, the services will include IDIS management, preparation of grant applications, sub-recipient management, preparation of Environmental Review Records, preparation of disbursement requests and preparation of close-out documents assistance with public hearings, assisting the city with Davis-Bacon and related labor requirements including weekly payroll review and employee interviews, assisting the city with meeting Affirmatively Furthering Fair Housing (AFFH) through the updating of its Analysis of Impediments to Fair Housing Choice , and the development of the City's 5 -Year Consolidated Plan.

III. PROPOSED SCOPE OF WORK

ADMINISTRATION

The Ramsay Group's program administration/project implementation shall include, but not be limited to: conducting HUD/NEPA environmental review(s); coordinating with funding agencies; developing and administering agency contract(s); requesting, tracking and managing program funds in compliance with program guidelines; developing required public record systems; preparing for and assisting with agency audits and site visits; Davis-Bacon record- keeping requirements; any acquisition or Uniform Relocation Act compliance; any bid/contract grant requirements; technical support on any other requirements or criteria for implementation; developing appropriate agency reports, schedules and certifications; coordinating and conducting any required community and public input meetings; providing agency reports; and developing any annual and closeout agency submissions.

IDIS MAINTENANCE

The Ramsay Group will assist staff in setting up and maintaining CDBG project information on the Integrated Disbursement and Information System (IDIS). IDIS maintenance will occur as requested by City each year, with a minimum of quarterly to update accomplishments and create drawdown vouchers. General technical assistance will be provided as requested. TRG will provide assistance with updates to the IDIS system to ensure all projects include required activity descriptions, locations, and beneficiaries. Tasks will include, but not limited to, the following:

- Activity set- up new and maintenance of activity status
- Enter and maintain project/activity accomplishments
- Report generation
- Activity funding as requested by City staff
- Set up draw-down vouchers as requested by City staff
- Create Program Income receipts
- Clean up IDIS information as needed
- Provision of technical assistance to City staff on HUD program administration and reporting requirements
- Monitoring of programs and files for eligibility
- File set-up and closeout
- Application Review and income eligibility determination
- Provide sub-recipient monitoring
- Provide staff training as requested
- Provide annual affordable housing monitoring

WORK PROPOSAL

General Scope of Services: The Ramsay Group (TRG) shall provide administrative and programmatic assistance in support of the City's HUD Programs, including maintenance of the Integrated Disbursement and Information System (IDIS), preparation of the Consolidated Annual Performance and Evaluation Report (CAPER) and Subsequent Consolidated Plan, Annual Action Plans and Analysis of Impediments to Fair Housing Choice (or AFFH).

Service Delivery: TRG shall, as authorized, undertake the necessary grant management, data-gathering, analysis and reporting necessary to ensure the City complies with all Federal, State and Local regulations and requirements associated with effective implementation, management, and oversight of the City's HUD Programs. At a minimum, TRG will provide the following activities.

A. General consultation, assistance and/or recommendations to the City CDBG Administrative Staff (and its subcontractors/sub-recipients if requested) in matters relating to the administration and execution of its HUD Programs, including project planning, implementation services, and quarterly project activity reporting.
B. Annual Action Plans, Contractor/Subcontractor activity reports, CAPER, and public notices.
C. Set up and maintain activities and narratives in the Integrated Disbursement Information System (IDIS).
D. Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan.
E. Prepare necessary environmental review forms and documents for CDBG, ESG, NSP and HOME projects and activities, where required.
F. Work with the City staff to review submitted funding applications and qualifications for completeness and eligibility.
G. Assist in the preparation of reports for the City Council concerning the allocation of funds for public service and capital expenditure activities.
H. Provide training and technical assistance to staff .
I. Develop a monitoring plan and monitor all CDBG, NSP and HOME projects/ programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.
J. Close out NSP projects/programs in compliance with applicable program requirements.
K. Provide Section 3 and Davis-Bacon Wage Compliance procedures and monitoring for them.
L. Provide Compliance Reports as needed for projects using grant funds.
M. Create and maintain files for CDBG, NSP, HOME funded projects/activities and programs.
N. During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
O. Assist with Audit responses
P. Provide research, analysis, and training as requested by City.
Q. Complete close-out of NSP I and NSP III activities by the City of Compton pursuant to HUD
R. guidelines.
S. Provide any other administrative services as required to properly administer the City's CDBG, ESG, NSP and HOME programs.
T. Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.
U. Advise regarding Labor Compliance for CDBG funded projects.
V. Assist with Environmental Compliance efforts
W. Assist in Program Implementation of the First Time Homebuyer Program and Rehabilitation Program.
X. Primary responsibility for Assistance in Program Implementation of the Neighborhood Stabilization
Y. Program I and Neighborhood Stabilization Program III; including completion of close-out.
Z. Assist in Program Implementation of HOME CHDO Program.

Consolidated Plan and Annual Action Plan

Understanding and Approach (CCCP)

Current. Our Firm will review Compton's existing housing planning documents (General Plans, Housing Elements, Consolidated Plans, Analysis of Impediments, Specific Plans, etc.) to not only disclose the City's success in implementing the existing plans but also gain insight on how strategies and programs can be adjusted to achieve greater success. Our Firm will also fully update the socioeconomic and demographic projections, land use and program information to truly understand the current conditions required for long-range planning.

Consistent. As the CP/AP are developed, our Firm will track consistency issues to ensure that the plan matches

up with the critical planning policies within the Jurisdictions' General Plan and Housing Element.

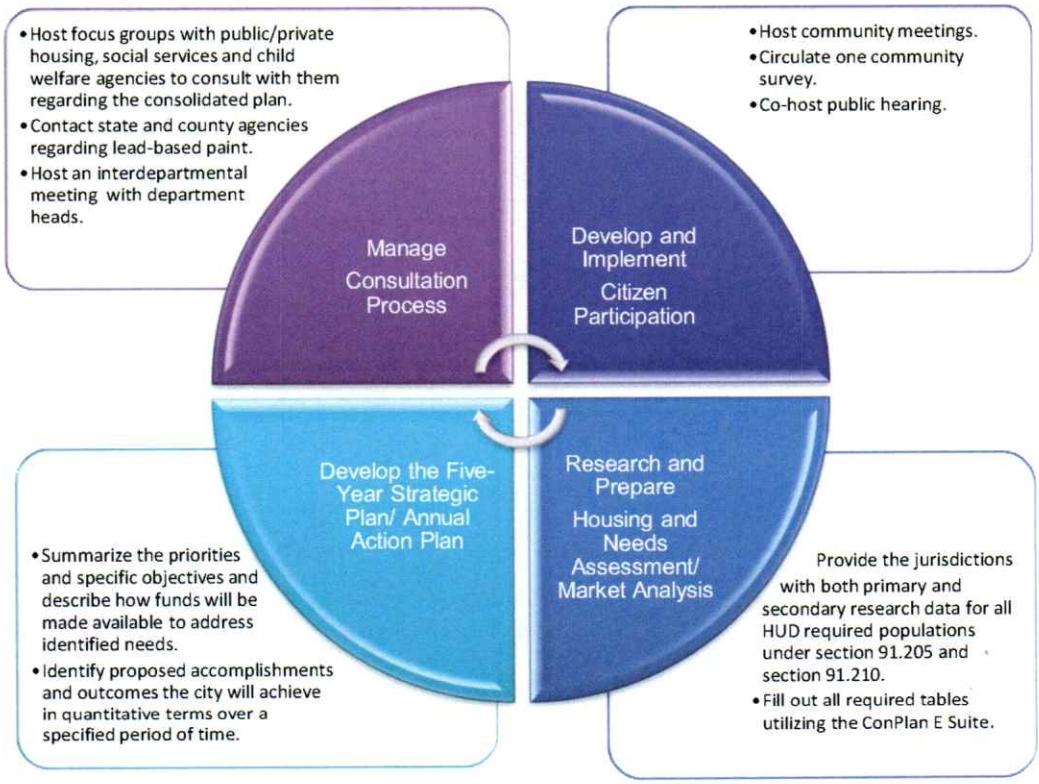
Comprehensive. Our proposal provides a complete update of demographics and a thorough review of the existing programs and resources available to the City. Our Firm will review existing goals, objectives and policies used to assist in the economic and housing improvement of the designated CDBG areas. This includes the development of quantifiable objectives to reach the Jurisdictions' economic, community and housing goals.

Participatory. The Consolidated Plan/AP and AI can greatly impact the lives of those who live, work and own property in the community. It is vital that the public and service organizations working in the community be effectively involved in the development of each plan if it is to be effectively implemented over time. Our public participation program has been designed to inform and involve the public and service organizations.

To achieve the above objectives, the City of Compton is looking for a Consulting Firm that will serve as an extension to their staff, bringing new insights, strategies, and programs that can be used by the Jurisdictions to ensure the successful development of the mandated plans. For the first 30 days of the project, if necessary, we will coordinate with department staff weekly to ensure seamless transfer of information. We will also provide monthly reports on the program's progress and make staff available for departmental or Council presentations.

Consolidated Plan/ AAP

In preparing the ConPlan/ AP, TRG will utilize several methods to analyze the housing and community development needs of the City of Compton . Methods will include hosting focus groups, surveying community residents and stakeholders, surveying multi-family unit property owners, analyzing U.S. Census data and utilizing information in several public planning documents. Along with the Jurisdictions, TRG will host community meetings and hearings and meet with organizations as an effort to outreach to and encourage the participation of all residents, particularly low- and moderate-income residents, elderly persons and persons with disabilities. The purpose of the meetings will be to inform the community about the ConPlan/ AP process and to identify opportunities to improve collaborative efforts and eliminate service delivery gaps to develop and sustain decent and affordable housing, suitable living environments and expanded community and economic opportunities. The CP/AP will be completed using the following techniques:



1. The Public Participation Process

TRG will assist the Jurisdictions by hosting several charrette-style community meetings. Meetings will include a

presentation provided to residents explaining the CP/AP process and a description of the utilization of HUD funding. TRG will also draft a summary of the citizen participation process detailing comments from the public as well as outreach conducted by TRG to increase public involvement in the development of the CP/AP.

2. Housing and Homeless Needs Assessment

In addition to projecting the Jurisdiction's housing needs for the next five years, TRG will estimate the number and types of families that require housing assistance. The team will evaluate families that are anywhere between very low to middle income, owners, renters, the elderly, single and large families, the disabled, and families affected by HIV and AIDS. The TRG team will also report on the extent and characteristics of homelessness in the Jurisdictions target areas, taking an inventory of available facilities, services, public and assisted housing. TRG will utilize several different data tools to conduct the housing and homeless needs assessment including, but not limited to- U.S. Census, Claritas, Continuum of Care and Realtor's Associations.

3. Housing Market Analysis

The team will detail the nature of the Jurisdiction's housing market highlighting supply, demand, the cost of housing for the disabled and those families affected by HIV and AIDS. In addition, TRG will research the availability of residential housing and services for individuals and families with special needs. The housing market analysis will also identify the challenges to increasing affordable housing and provide a strategy to increase affordable housing opportunities and decrease the number of residents inhabiting housing with lead-based paint hazards.

4. Community and Economic Development Needs Assessment

TRG will assist Jurisdictions to create a strategy that will provide for new and/or improved existing services, facilities, infrastructure and economic opportunities for targeted income households and CDBG areas. In addition, the assessment will have a balanced combination of infrastructure projects, business incentive programs and job educational services that could significantly benefit the local target groups.

5. Non-Homeless Special Needs Assessment

Non-homeless special needs refer to the needs of population subgroups that have been identified by HUD as more commonly in need of housing assistance than the general population. These groups include the elderly and frail elderly, persons with disabilities, persons with HIV/AIDS, persons with alcohol or drug addictions, victims of domestic violence and any unique subgroups within the City of Compton . TRG will identify the nature and extent of the needs of these subpopulations, as well as strategies being implemented to address these needs.

6. Strategic Plan

Through the strategic plan, TRG will advise the Jurisdictions on where best to invest resources. This will include identifying key priorities and needs in a table, summarizing those priorities, setting clear objectives for each priority in the form of "accomplishments" and "outcomes" and explaining how funds will be allocated. The team will detail barriers to meeting the needs of underserved constituents and will detail the logic behind each priority assignment. The team will also include a Priority Homeless Needs table and strategy that will address the high priority needs of the special needs population and a strategy to address those. In this plan, our team will describe specific goals and policies aimed toward reducing the number of families living in poverty and how these efforts will be carried out.

7. Action Plan

The Action Plan assembled by the TRG team will include a description of federal state and local resources available to help augment both housing and non-housing development strategies assembled to address priorities and needs. The plan will outline measures taken to prioritize needs and identify the distribution of assistance throughout the Jurisdictions. This inventory will also include an outline of measures being taken to address homelessness and the special needs constituency. These details will be included in efforts to increase affordable housing, decrease poverty and reduce the occurrence of and constituents living in residences with lead-based paint hazards. In addition, the Action Plan will detail program specific- requirements for the American Recovery and Reinvestment Act's programs, CDBG programs and associated HUD programs .

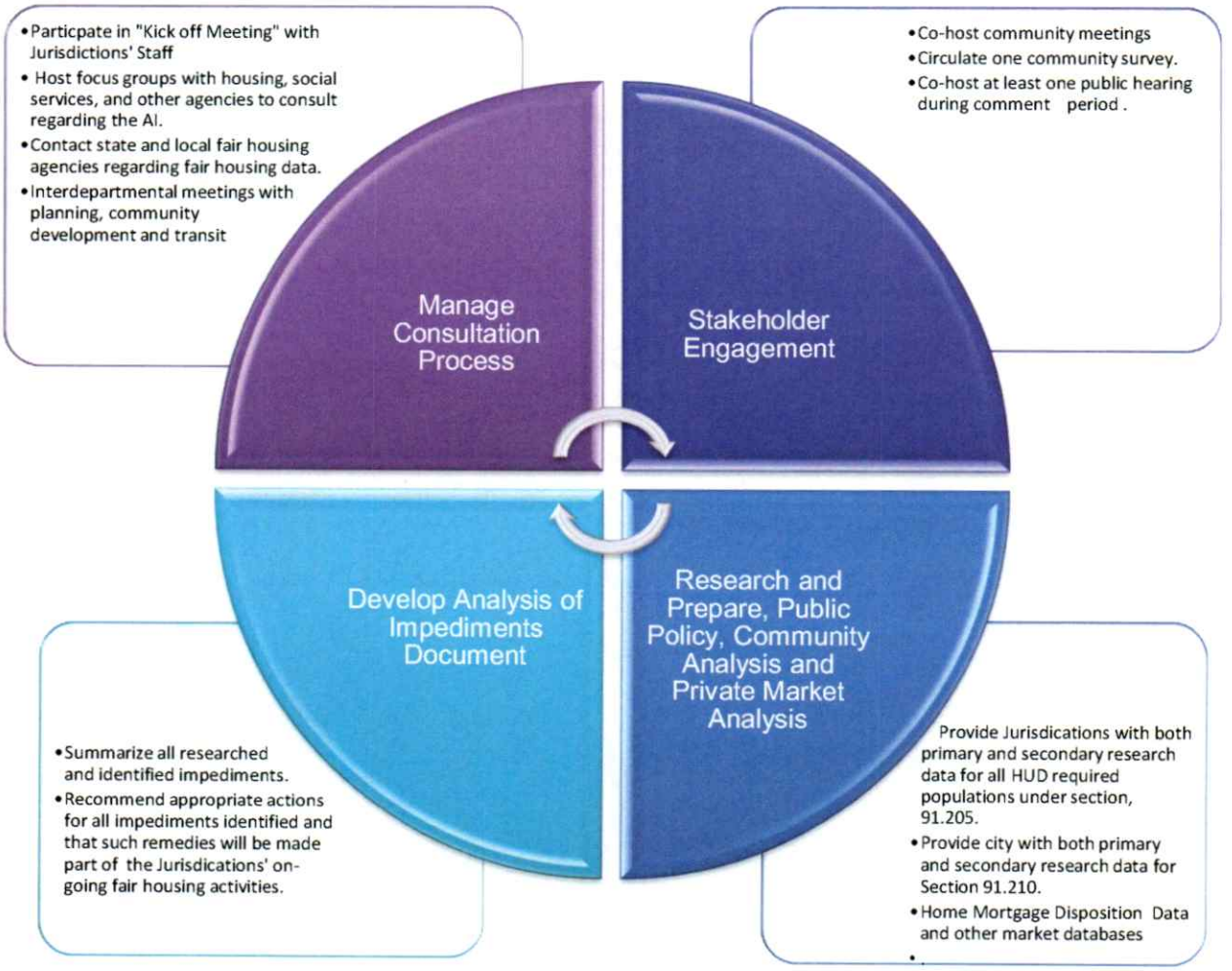
8. Certifications

The TRG team will work closely with staff to ensure all required certifications are included.

9. Monitoring

The CP/AP will detail the measures that will be taken to ensure plan programs are being executed correctly and in compliance with program requirements.

Analysis of Impediments



TRG will institute a four-stage approach to complete the analysis. Each stage is cyclical and interdependent to ensure an analysis that adequately address and recommend resolution to Fair Housing issues. The first stage allows TRG to engage the City's staff responsible for implementing Fair Housing policies as well as principle stakeholders, both internally and externally. Stage two is designed to exceed HUD requirement for public participation. Community meetings, surveys and a Web-based system that provides and receives project information will be established. Stage three begins a broad and exhaustive review of all Public Policy and private practices that may affect, positive or negative, fair housing choice for residents. TRG will use the final stage to develop a comprehensive and HUD certifiable Analysis of Impediments to Fair Housing Choice. All stages will be adequately represented and relied on in finalizing the fair housing policy document.

Our Firm will assist the City of Compton with preparing a written analysis of collected data to update the status of the private and public-sector impediments to Fair Housing. We will accomplish this by completing the following tasks:

Task 1: Consultation Process

TRG will meet with the City of Compton staff to refine scope of work and project deliverables. We will also work with the City of Compton by hosting focus groups and interviews with internal and external departments and agencies. Meetings will include a presentation explaining the AI process and document; retrieval of information relevant to organizations' experience/ issues with fair housing within the City of Compton and recommendations relating to future fair housing policy.

Task 2: Review public policies and administrative actions that may inhibit or restrict fair housing choice.

TRG will review public policies that restrict housing and community development resources to areas of minority concentration or inhibit the employment of minority persons and indivduals with disabilities. Review planning, financing, and administrative actions relating to public transportation and social services that may inhibit or constrain affordable housing opportunities for persons with disabilities.

Task 3: Review public transportation issues and their impact on fair housing choice.

TRG will provide information on how public transportation, or lack thereof, impacts low- to moderate-income tenants in their search for employment. Determine whether public transportation creates an impediment to fair housing choice, and if so, how.

Task 4: Review lending and insurance practices and policies for impediments to fair housing.

TRG will contact organization with HMDA data and other relevant information for the City of Compton , prepare a written analysis based on collected data to determine the existence, if any, of discriminatory mortgage lending and mortgage insuring patterns, practices, and disclosures, which impede housing choice.

Based on the written analysis, our Firm will provide a list of optional actions which might be implemented by the City of Compton or other organization to overcome the impediments, if any, to housing choice regarding lending and insurance practices.

Our Firm will contact mortgage lending and insuring institutions to determine the following: (1) whether lenders and insurers have policies, procedures, on monitoring practices for possible differential treatment of applicants for home mortgage loans, home insurance or home improvement loans; (2) whether lending personnel and private insuring staff are fully trained regarding federal fair housing law as well as institutional policies regarding federal fair housing law; (3) whether lending institutions aggressively market the availability of mortgage and home improvement loans in low-income and minority neighborhoods. Conclusion: summary to include highlights, findings, and recommendations.

Task 5: Review existence of group homes and supported living facilities.

TRG will contact public and private entities to obtain information, codes and ordinances regarding the maintaining of group homes and supported living facilities.

Our Firm will prepare a written analysis of collected data to determine the effects, if any, of building occupancy, health and safety codes as well as planning and zoning board decisions on housing choice for disabled individuals and housing providers. Based on the written analysis, our Firm will provide a list of optional actions which might be implemented by the City of Compton and other organizations to overcome the impediments to housing choice, including Not in My Back Yard (NIMBY) attitudes, regarding group homes and supported living facilities.

Task 6: Review patterns of occupancy in public housing and Section 8 programs.

TRG will contact the Housing Authority and other organizations with relevant information on public housing and Section 8 programs.

Our Firm will assist the City with preparing a written analysis of collected data to determine the following: (1) the tenant application, selection, and assignment policies of publicly assisted housing providers; (2) patterns, if any, in publicly assisted housing developments regarding concentrations and exclusion of race, ethnicity, disability, and familial status; (3) whether policies of the local public housing authority are consistent with the requirements of federal, state, and local law as well as HUD regulations and guidelines; (4) whether a HUD assisted or HUD insured housing provider has been found in non-compliance with one or more civil rights laws or regulations and initiated corrective actions; (5) whether clear information concerning housing rights is

disseminated to all participants of assisted housing programs.

TRG will prepare a list of optional actions which might be implemented by the Consortium; HUD assisted housing providers, and other organizations to overcome the impediments to fair housing, if any, regarding public housing and Section 8 programs.

Task 7: Review public sector policies, codes, ordinances and practices for general impediments to fair housing.

TRG will contact public and private entities to obtain information, codes, ordinances, existing studies, plans, and other policies that relate to fair housing, access to housing, or other housing problems to determine appropriateness and relevance of data for identifying impediments to fair housing choice.

Our Firm will also prepare a written analysis of local information, codes, ordinances, existing studies, plans, and policies to determine the efforts, if any, of policies that relate to fair housing, access to housing, or other housing problems to determine appropriateness and relevance of data for identifying impediments to housing choice.

Task 8: Prepare a draft and final Section 3 containing relevant data, analysis and conclusions regarding impediments to housing choice.

PUBLIC PARTICIPATION AND PUBLIC CONSULTATION PROGRAM

Our philosophy that the best planning and community development strategies are generated from the outside in. Unlike many of our competitors, we place equal emphasis on external evaluation – engaging the entire community in a planning process. This will occur through our hands-on approach – collecting public input at every step of the process, through interviews, and electronic mediums that provides access to information and an avenue for communication.

This process serves several purposes. First, it builds critical public buy-in to the project and its resulting strategy. Second, it will provide qualitative and quantitative information that will be used to sculpt the study and analysis. Finally, these sessions will be utilized to weigh community opinion on goals and objectives, vision and mission statement. Our public participation and public consultation program follow a three-prong approach:

- **One-to-One Interviews**

A list of relevant stakeholders will be identified during our initial meeting with City staff to serve as our roster for interviews. We will work with City Staff to identify which stakeholders should be personally interviewed. The list of interviewees can be expanded based on input received during the first round of interviews. The project team anticipates conducting **up to 10 interviews** in the course of the project.

- **Community Meetings**

As stated earlier, TRG will assist the Jurisdiction by hosting several charrette-style community meetings. Meetings will include a presentation provided to residents explaining the CP/AP and AI process and a description of the utilization of HUD funding. TRG will also draft a summary of the citizen participation process detailing comments from the public as well as outreach conducted by TRG to increase public involvement in the development of the CP/AP.

- **Survey**

TRG will develop an online survey that will be posted on the project Web site. TRG utilizes a Web-based survey system that allows for time-efficient collection of surveys as they are completed online. The City may also choose to send out hard copies of the survey to its population (through the mail, the utility bill, or at public facilities) in order to boost participation.

The survey opens the input process to all residents and service organizations and will allow us to expand the reach of both plans. For a City the size of Compton, we expect to receive between 100 and 500 responses. The content of the survey will be customized based on the results of previous studies, our own preliminary research, and first meeting with City Staff. The survey will stay online for approximately eight weeks. The summary

report will be included within the Appendix of both studies.

Social Media

Most jurisdictions the size of Compton have thousands of social media followers. Therefore, using social media platforms is a great way to make citizens aware of the importance of the ConPlan / AI and encourage participation in community meetings, online surveys, and other ConPlan /AI activities.

IV. FIRM QUALIFICATION

The Ramsay Group specializes in minimizing the regulatory burden most public managers face by working alongside them and applying efficient private-sector structure and systems. As stated earlier, we have nearly 30 years of experience managing and providing technical support for Housing and Urban Development programs such as Community Development Block Grant (CDBG); Home Investment Partnerships (HOME), and Emergency Shelter Grants (ESG). Our firm has provided HUD reporting and program compliance to more than **60** jurisdictions, including producing successfully over **100** HUD regulated plans and reports.

What makes us different

Two aspects of The Ramsay Group help us stand out from our competitors. First, our products and services reflect the insight we acquire from **affordable housing and community development analysts**. All our products and services are based on strong community and affordable housing research. Our team of in-house experts combines years of applied knowledge with contemporary planning practices. Second, our services and products reflect our experience as **planners and community development consultants**. We have worked in communities across the U.S. and have witnessed successful planning and management tactics duplicated again and again. We have a **proven process** of working with communities to identify not just obvious impediments, but assets that can be used to accomplish desired change. Licenses and certifications possessed by staff members and the firm scheduled to work on the project is detailed in this section below.

Comparable contracts (partial).

Jurisdiction : City of Indio
Project Description: 2014-2022 HUD Programs' Administration
Status: On Going

Jurisdiction : City of Mount Vernon, Washington
Project Description: 2022-25 HUD Programs' Administration
Status: On Going

Jurisdiction : City of Palm Springs
Project Description: 2020-23 HUD Programs' Administration
Status: On Going

Jurisdiction : City of Burbank, CA
Project 2022-25 HUD Programs' Administration
Status: Ongoing

Jurisdiction: City of Cathedral City
Project Description: 2022-25 HUD Programs' Administration .
Status: Ongoing

Jurisdiction: City of El Monte
Project Description: 2016 -2017 HUD Programs' Administration
Status: Ended in June 2017

Plans Completed (Partial)

- Updated the City of Cathedral City's 2023 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Palm Springs' 2020 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Burbank's 2020 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Whittier's 2020 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Garden Grove's 2020 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Porterville's 2020 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Chino's 2020 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Indio's 2019 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the Consortium of Town of Apple Valley and City of Victorville's 2017 Consolidated Plan and Assessment of Fair Housing
- Updated City of Cathedral City's 2017 Consolidated Plan and 2016 Assessment of Fair Housing
- Updated the City of Delano's 2015 Analysis of Impediments to Fair Housing Choice
- Updated the City of Norwalk's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Lancaster's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Merced's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Clovis' 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated the City of Pico Rivera's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Carson's 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Glendale's 2015 Consolidated Plan
- Updated the City of El Monte's 2015 Consolidated Plan
- Updated the City of La Habra's 2015 Consolidated Plan
- Updated the City of Whittier's 2015 Consolidated Plan
- Updated the City of Indio's 2014 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing Choice
- Updated City of Chino Hills 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Santa Barbara 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Lancaster 2013 Analysis of Impediments to Fair Housing Choice
- Updated City of Turlock and Stanislaus County HOME Consortium 2010-2015 Consolidated Plan and AAP
- Updated the City of Clovis' 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments
- Updated the City of Pico Rivera's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Visalia's 2010- 2015 Consolidated Plan/ AP and Analysis of Impediments to Fair Housing
- Updated the City of Bakersfield's 2010- 2015 Consolidated Plan/AP and Analysis of Impediments
- Updated the City of Yuba City's 2010- 2015 Consolidated Plan
- Updated City of Yuba's Neighborhood Revitalization Strategy 2010
- Updated the County of Madera's 2008 Housing Element
- Updated the City of Delano's 2008 Housing Element

Agency	Contact Name/Address	Phone Number
City of Indio	Jesus Gomez – Housing Manager 100 Civic Center Mall/ Indio, CA 92201 Office: (760) 391-4028/ jgomez@indio.org	(760)- 541-4260
City of Palm Springs	Jay Virata- Director, Community &Economic Development City of Palm Springs, 3200 E. Tahquitz Canyon Way ,Palm Springs, CA 92262 Jay.Virata@PalmSpringsCA.gov	(760) 323-8228
City of Cathedral City	Andrew Lee, E.I.T.- Assistant Engineer 68700 Avenida Lalo Guerrero Cathedral City, CA 92234 alee@cathedralcity.gov	(760)-770-0319

Project Team

The nearly 30-year history of our performance has been without reproach. We have never missed a HUD deadline, made any decision that resulted in recapture and have always successfully assisted jurisdictions through HUD monitoring/ audits. We will have staff on site as needed to coordinate with City staff and ensure completion of task We will also host weekly meetings, provide monthly reports on the program's progress, and make staff available for departmental or public presentations.

Darrell Stamps, MPA

Managing Partner-Lead Consultant

Education
M.A in Public Administration, California State University, Fresno

B.A. in Political Science, California State University, Fresno

Professional Affiliations
Member of the American Planning Association (APA)

Certifications
National Charrette Institute, Charrette Planner Certification Training
California State University, Fresno,

Experience Summary

For nearly 30 years, Darrell has served as Managing Partner for the Ramsay Group. There, he has been responsible for providing HUD mandated strategic planning to more than 60 HUD entitlement cities. Darrell worked alongside jurisdictional staff, nonprofits, and community residents in assessing, planning and updating goals and policies relating housing, and community development needs for jurisdictions most needy citizens.

Darrell routinely works with the State of California's Housing and Community Development Department and the U.S., Department of Housing and Urban Development, in Washington D.C. He has a bachelor's degree in political science and MA in Public Administration.

Melody Frederick MSW

Director of Government Programs

Education
MSW- University of Southern California

M.S.- Urban Planning- Florida State University.

Experience Summary

Melody has over 15 years of experience in affordable housing, community development, grant administration and neighborhood planning initiatives. She has extensive experience in Federal grant programs, including allocations from HOME ARP . Melody is well versed in the regulations and guidance for federally regulated program. This experience was gained while serving as the Compliance Officer for the Seminole County Community Services Department. Melody also was responsible for managing the development various accomplishment reports over the years. Known as a problem solver, researcher, and facilitator, she is passionate about helping communities and stakeholders outline and implement programs or grants to accomplish their goals.

Melody holds a Bachelor of Arts in Criminology and a Master of Science in Urban Planning from Florida State University. In addition, she holds a Master of Social Work from the University of Southern California. Melody uses the combination of Urban Planning and Social Work to help communities accomplish tangible, meaningful results.

LaToya Rickets

Senior Project Manager

Education
Masters in Public Service Management from DePaul University, Chicago, IL in 2014

Experience Summary

Ms. Rickets has worked with several municipalities under contract to assist with managing and monitoring the cities' HUD programs. This includes reviewing expenditure reports and commitment reports for programmed activities. She has conducted reviews of CAPER's as well as Consolidated Plans and assisted with the public hearing process for amendments. She has served as project liaison with HUD regarding HOME program and CDBG activities. She has provided oversight for development of subrecipient

agreements as well as monitoring for Community Housing Development Organizations (CHDO) qualifications.

Ms. Rickets has over 30 years of experience in municipal services, capable of overseeing the CDBG public service agency program, identifying, and implementing appropriate outreach efforts for the various elements of the Housing Program and assisting with the development of administrative deliverables such as the program evaluation report, required staff and agenda reports, as well as other duties as assigned. Ms. Rickets has superior interpersonal skills, capable of resolving multiple and complex issues and motivating staff to peak performance. She has an excellent understanding of the political culture and extensive administrative, operational, fiscal and program management experience.

Before joining the Ramsay Group, LaToya was the Director of Housing Development & Special Initiatives for Harris County in Houston, TX.

Dr. Vincent M. Mani

Senior Project Manager

Education

1998 **Ph.D., Urban and Public Affairs** – University of Louisville, Louisville, KY

1992 **M.B.A., Business Administration** – Old Dominion University, Norfolk, VA

1990 **B.S., Computer Science** – Old Dominion University, Norfolk, VA

Experience Summary

Dr. Mani serves as a Senior Project Manager for the Ramsay Group. In this role, he heads up our compliance and management division. Before the Ramsay Group, Dr. Rami was a Community Planning and Development Specialist for the U.S. Department of Housing and Urban Development, Washington DC. There he advised local governments, nonprofit organizations, and reviewed and analyzed five-year Consolidated Plans, Annual Action Plans, and annual performance reports for five cities. He also provided oversight and technical assistance by managing performance and financial issues.

VI. PROJECT COST

PROFESSIONAL STAFF ASSISTANCE	HOURLY RATE FEE
:	$ 95 an hour

Professional Staff Assistance will be provided at $95 an hour and includes all work to be undertaken. Out-of-pocket incidental costs, such as mailings, use of databases, telephone, printing, parking, are inclusive in price proposal. Additional cost will be expensed to The Ramsay Group. Invoices will be billed on a time and material basis.



CITY OF COMPTON

Proposal

GRANT ADMINISTRATIVE SERVICES

September 29, 2022

WILLDAN

WILLDAN

September 29, 2022

Dr. Aubrey Relf, Grants Compliance Manager
City of Compton
City Clerk's Office
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: **Proposal for Grant Administrative Services for Federal Housing and Community Development Programs, Including but Not Limited to: Community Development Block Grant (CDBG), CDBG-CV, Home Investment Partnership Program (HOME), HOME-ARP, and Neighborhood Stabilization (NSP)**

The City of Compton is seeking the services of a professional consultant to assist with the implementation of the Grant Administrative Services for Federal Housing and Community Development Programs, including but not limited to: CDBG, CDBG-CV, HOME, HOME-ARP, and NSP.

We believe that our team is uniquely well qualified to provide these professional services to the City for the following reasons:

Extensive Grant Management and Administration Experience — Willdan provides assistance with the overall management of grants, including Federally-funded programs. Our employees understand the grant cycle from the proposal stage to the grant/contract close-out process. Willdan has administered all aspects of the HUD-funded programs for municipalities. We have oriented our practice to support an agency's grant compliance, budget targets and performance priorities consistent with HUD, OMB Circulars, State and local requirements.

Experienced Personnel – Our key personnel have extensive experience with environmental projects. In order to provide the City with consistently dependable, accurate, and responsive service. Willdan believes that our approach to fulfilling the required depth of experience is best met through our expert team of grant administration specialists. Our proposed project manager, Ms. Jennifer Maria, has over 16 years of grant management experience at the federal and local level drafting, reviewing, and aligning program policies and HUD regulations pursuant to 24 CFR 570, Federal Register, and HUD CPD notices.

We look forward to partnering with the City of Compton and assisting them with their grant administration needs. If there are any questions regarding our qualifications or this submittal, please contact Ms. Jennifer Maria, our proposed Project Manager, by phone at (562) 655-7258 extension 6273 or by email at jmaria@willdan.com.

Respectfully submitted,
WILLDAN ENGINEERING

Salvador Lopez Jr.
Director of Planning

Jennifer Maria
CDBB/Housing Administrator Manager

910005/WW.00.70/P22-305_23781

Personnel

Our proposed on-the-ground team member for the City, Ms. Jennifer Maria, possesses working knowledge of HUD-Funded Grant Program processes, procedures, and financial requirements. She communicates effectively, has outstanding oral and written skills, and works well under tight deadlines facilitating timely and effective responses to City staff requests. Our experienced support staff also exhibit a very personable, professional style in working with City staff. Ms. Maria will lead our proposed team to provide the support necessary to meet normal daily and fluctuating program demands.

Key Personnel

Name / Role	Education/Credentials	Experience
Jennifer Maria **Project Manager** 16 years of related experience	▪ BS, Business Administration, Mount Saint Mary's University, Los Angeles, California ▪ Mathematics/Applied Science – Accounting, University of California, Los Angeles ▪ Certificate of Completion, Grant Writing & Administration, California State University, Dominguez Hills, Carson, California	▪ HUD-funded programs (CDBG, HOME) ▪ Neighborhood Stabilization Program (NSP) ▪ Housing Rehabilitation (Grant/Loan Program) ▪ Code Enforcement ▪ Economic Development ▪ Public Facilities ▪ Public Service Programs
Fernando Lopez **Project Manager** 25 years of related experience	▪ BS, Management and Human Resources ▪ Section 8 Housing Quality Standards ▪ Lead Based Paint Visual Assessment, U.S. Department of Housing and Urban Development ▪ Addressing Lead Based Paint in Federally Assisted Housing ▪ PC 832 – Powers of Arrest, State of California Commission on Peace Officer Standards and Training	▪ Experience managing and preparing planning studies, public policy plans, and environmental documents (CEQA and NEPA) ▪ Working knowledge of public policy, grant writing, grant management, data analysis, public/community relations, and city planning experience ▪ Experienced at managing and leading multi-disciplinary teams in all aspects of policy and planning for public agencies ▪ Expertise encompasses a range of planning capabilities, including current, advance, environmental, active transportation planning, and housing and community development
Salvador Lopez **Principal-in-Charge** 24 years of related experience	▪ BS, Urban & Regional Planning, California State Polytechnic University, Pomona ▪ AA, Chaffey College	▪ Planning (advance and environmental planning) ▪ Active Transportation Planning (ATP) ▪ Housing and community development ▪ Experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies

Resumes

Resumes for Willdan's team members, including all proposed supporting staff, are presented in the Appendix.

Experience

Firm Qualifications

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

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

Housing and Community Development

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

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements of the funding agencies involved and have established sound practices and standard procedures to maintain a high level of accuracy and productivity. Our community development staff has strong organizational skills and works efficiently to comply with grant program deadlines.

Grant Administration

Effective grant administration is essential for the successful management and performance of the City's various HUD-funded projects. Further, with the release of the "Uniform Guidance" by the U.S. Office of Management and Budget (OMB) on December 26, 2013 (codified at 2 CFR Part 200), Willdan understands

the need to ensure that grant operations are efficient, accurate and transparent. Staff have developed several assessment tools and templates designed to assist grantees implement and adhere to HUD guidelines and also OMB administrative requirements.

Staff have gained experience in the following areas:

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

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

Project Approach

Willdan's technical approach to assisting with the administration of the City's CDBG-funded projects/programs involves assigning a well-qualified team, under the direction of a senior member of our staff, to provide the services being requested by the City. Our designated Grants Administration Manager, Jennifer Maria, will take the lead in providing grant administration services and report directly to the department manager in delivering the desired services, and will be responsible for delegating specific tasks to the other team members, as necessary, and monitoring their performance. The composition of our team and our approach to project management are further discussed in this section and in the "Project Team" section of this proposal.

Scope of Work

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

Prepare all reports and notices as required by the U.S. Department of Housing and Urban Development, including but not limited to:

- Annual Action Plans, Contractor/Subcontractor activity reports, CAPER, and public notices.
- Set up and maintain activities and narratives in the Integrated Disbursement Information System
- (IDIS).
- Prepare all HUD required reports, notices, and documents necessary to process any City approved amendments to the Consolidated Plan and/or Annual Action Plan.

- Prepare necessary environmental review forms and documents for CDBG, ESG, NSP and HOME projects and activities, where required.
- Work with the City staff to review submitted funding applications and qualifications for completeness and eligibility.
- Assist in the preparation of reports for the City Council concerning the allocation of funds for public service and capital expenditure activities.
- Provide training and technical assistance to staff.
- Develop a monitoring plan and monitor all CDBG, NSP and HOME projects/ programs for appropriate records maintenance, reporting, and compliance with applicable program requirements.
- Close out NSP projects/programs in compliance with applicable program requirements.
- Provide Section 3 and Davis-Bacon Wage Compliance procedures and monitoring for them.
- Provide Compliance Reports as needed for projects using grant funds.
- Create and maintain files for CDBG, NSP, HOME funded projects/activities and programs.
- During HUD monitoring, assist the City in gathering and providing requested information to support compliance with HUD requirements.
- Assist with Audit responses
- Provide research, analysis, and training as requested by City.
- Complete close-out of NSP I and NSP III activities by the City of Compton pursuant to HUD guidelines.
- Provide any other administrative services as required to properly administer the City's CDBG, ESG, NSP and HOME programs.
- Provide quarterly status reports on the status of work projects/activities and programs assigned, unless otherwise instructed by the City.
- Advise regarding Labor Compliance for CDBG funded projects.
- Assist with Environmental Compliance efforts
- Assist in Program Implementation of the First Time Homebuyer Program and Rehabilitation Program.
- Primary responsibility for Assistance in Program Implementation of the Neighborhood Stabilization Program I and Neighborhood Stabilization Program III; including completion of close-out.
- Assist in Program Implementation of HOME CHDO Program.

Methodology

Due to our long-term involvement in administering housing and community development programs, we have developed a thorough understanding of the program requirements and have established sound practices and procedures to maintain a high level of accuracy and productivity. Additionally, our staff applies sound technical and creative approaches to addressing administrative issues that arise.

- **Progress Reports**: Willdan shall provide progress reports on a monthly basis, unless a shorter interval for reporting is requested by the City. These progress reports shall include progress on each deliverable, as well as an estimated completion date. Should any impediments be encountered throughout the implementation process, that data shall be included as well. Our team in more than happy to monitor/tailor progress reports to meet the City's needs.

- **Communication Plan**: Prior to commencing administrative grant functions, the Project Manager will meet with city staff to ensure that all information pertaining to the City's goals and objectives are heard and understood. Thereafter, a clear action plan/timeline will be coordinated with staff to properly reflect completion dates and milestones for all deliverables. Simultaneously, our Project Manager will develop a strategy to effectively maintain an open channel of communication to furnish up-to-date information pertinent to the overall administration and oversight of HUD-funded programs. Our team will also coordinate with City staff to determine the best method for data sharing in order to perform various grant-related tasks.
- **Understanding of City Operations**: It is our goal to become an extension of the Compton team and take on any tasks or projects that may be required in accordance with HUD-funded grant operations. To effectively do so, our team will take the necessary steps to become fully familiarized with City operations as they pertain to overall grant administration. Although federal guidelines for CDBG- and HOME-funded Programs are consistent, our team understands that compliant implementation of those activities must be tailored to meet the specific needs of the City, as well as its internal operations.
- **Coordination with HUD**: Our team will promptly communicate with the City of Compton's HUD representative to acquire up to date data and information related to any pending or outstanding items. Our goal is to ensure that the City is responsive in maintaining a positive rapport with its designated HUD office. Thereafter, a consistent line of communication will be maintained with the HUD office to demonstrate the City's commitment to successfully implementing all CDBG and HOME-related activities. Any communication of consequence that arises will be conveyed to the corresponding City staff in a timely manner.
- **Public Outreach**: Clear communication with residents and city stakeholders is essential to the effective administration of HUD-funded grant programs/projects. Our team is committed to developing a comprehensive understanding of the Community's needs by becoming knowledgeable of the City's demographic information, understanding the goals and ambitions of the residents, and identifying key stakeholders.
- **Annual Action Plan**: Willdan will work in consultation with the City to develop the City's Annual Action Plan, including implementation strategy activities to be undertaken, the bench-marking of available resources, and the funding allocation for the fiscal year. The Plan will also address priority activities to be undertaken, non-federal programs used to meet goals, monitoring, homelessness, coordination of services and avoidance of duplication of services, reduction of barriers, organizational structure and intergovernmental cooperation, and include anti-poverty and lead-based paint assessment and reduction strategies. This task includes the entering of Action Plan information using HUD's Consolidated Plan Management Process (CPMP) tool, setting public hearings, publishing public hearing notices, and distributing/displaying the Plan for public viewing.
- **HUD-Funded Grant Administration**: Willdan staff will ensure that new fiscal year projects are set-up in HUD's Integrated Disbursement and Information System (IDIS). Provide for administration and implementation of the City's HUD-funded activities, including determining project eligibility, maintaining project files and required program documentation, and monitoring programs to ensure compliance with all federal, state, and City regulations and procedures. Work with the City's Financial Department to prepare final draw down for prior fiscal year projects, collect year-end accomplishments data to enter into IDIS, update IDIS and provide reports to staff. Prepare complete reports, which may include Quarterly Cash Transaction Reports, Semi-Annual Labor Standards Compliance Reports, MBE Activity Report, etc. Prepare staff reports and presentation materials for

public hearings at least twice a year and attend public hearings with City staff. Complete draw down requests on a quarterly basis for the reimbursement of expended funds reported in the City's financial system, maintain an ongoing record of draws for each activity, receipt program income, and regularly input project/program accomplishments into IDIS. Ensure National Environmental Policy Act (NEPA) Environmental reviews are properly assessed and completed.

- **CAPER**: Willdan shall gather all data relevant data collected throughout the program year and perform the analysis necessary to compare the actual annual outcomes of each applicable HUD-funded activity in contrast to the goals/objectives outlined in the City's 5-years Consolidated Plan (Con Plan) and the Annual Action Plan. In order to facilitate this effective completion of this process, it is generally asked that all subrecipients submit a quarterly progress report, along with quarterly accomplishment data, to ensure timely collection of all data needed to effectively complete reporting. Following this process, a report shall be generated outlining the results of the analysis. As an additional part of this process, we will make the final CAPER available for public review, prepare and publish the advertisement for the required public review period, prepare the CAPER Section 3 Summary Report for inclusion in the CAPER, as well as other required narratives.
- **Sub-Recipient Monitoring**: Willdan shall work with the sub-recipient to outline expectations as they pertain program/project implementation process and explain how those expectations will tie into the eventual monitoring process. To ensure the success of the sub-recipient, it is generally advised to perform an in-progress monitoring to address program/project implementation issues, if any, while in progress, as opposed to performing monitoring at the end of the year when there is little time left to correct deficiencies. Willdan staff will oversee the monitoring process, which shall include tasks such as the drafting/transmission of the monitoring notification letter, entrance meeting, analysis of program/project documentation and date, exit conference, and drafting/transmission of findings letter.
- **Labor Standards Administration and Enforcement**: Willdan staff shall provide City staff with guidance when labor standards requirements are triggered. Tasks to be performed by Willdan in accordance with federal guidelines shall include, but not be limited to, bid document preparation, verification of wage decisions, pre-construction meetings, preparation of notices, bid opening/review, verification of contractor licensing and debarred status, review bonding, conduct pre-construction conference, issue notice of award, notice to proceed, review of weekly certified payrolls, employee interviews, oversee payments to contractors, approval of change orders, notice of completion, etc.
- **Customer Service**: The Willdan team is not only committed to maintaining the highest quality of services for the City's external customers, but just as importantly, for its internal customers. Our mission is to actively put forth efforts to develop and nurture positive working relationships with city staff in order to foster the spirit of teamwork. Effective collaboration with city staff is essential to our success in providing the best services for the community.

Experience

Our corporate experience has provided staff with considerable expertise in HUD-funded grants program management and in implementing many types of CDBG, HOME, ESG, CDBG-CV and NSP funded projects in communities with different and sometimes unique needs. Our staff is currently providing HUD-funded grant administration, community development related services to a substantial number of cities in Los Angeles, Riverside, and San Bernadino Counties. Some recent specific examples are reflected below:

Project:	CDBG, HOME, ESG, CDBG-CV and NSP Grant Administration Services
Client:	City of Moreno Valley

Willdan is currently providing Grant Administration Services to administer the City's Housing and Urban Development (HUD) Programs, Services and Activities Related to Community Development Block Grants (CDBG), Community Development Block Grant – Corona Virus funds (CDBG-CV), Home Investment Partnership Program (HOME), Emergency Solution Grant (ESG), and Neighborhood Stabilization Program Grant (NSP). **Successful grant closeout of NSP3 and NSP1**.

Team members include: Jennifer Maria, Project Lead (HOME, NSP, and CDBG); Rina Galit, Grant Analyst; Rebecca Acevedo, Grant Support; and Robert Quaid, Project Manager.

Project:	CDBG and HOME Programs Assistance
Client:	City of Cudahy

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

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

Project:	Gridley and Reservoir Hill Parks and Playground Improvements (CDBG)
Client:	City of Cerritos

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

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

Project:	Housing Rehabilitation Program and Grant Administration (ARPA)
Client:	City of La Verne

Willdan is currently providing technical assistance with the administration of the City's American Rescue Plan Act (ARPA) funded Housing Rehabilitation Program.

Team members include: Salvador Lopez, Jr., Principal-in-Charge; Jennifer Maria; Project Manager, and Fernando Lopez, CDBG Analyst.

Project:	Housing Rehabilitation and Sewer Connection Program (CDBG)
Client:	City of La Cañada Flintridge

City of Compton

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

Team members include: Salvador Lopez, Jr., Principal-in-Charge; and Jennifer Maria, Project Manager

Project:	**Rental Assistance Program (CDBG-CV)**
Client:	**City of Torrance**

Willdan staff members provided guidance and assistance to a Los Angeles Urban County Community Development Block recipient helping the recipient create and administer a CDBG-CV-funded rental assistance program to alleviate the COVID-19 rental housing crisis.

Team members include: Salvador Lopez, Jr., Principal-in-Charge/Project Lead

References

Willdan has a large base of clients, and we encourage that City to contact our references to confirm our qualifications and our ability to meet schedules on similar projects.

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
Dena Heald, Deputy Finance Director
(951) 413-3063
dheald@moval.org

City of Cudahy
5220 Santa Ana Street
Cudahy, CA 90201
Brenda Rodriguez, Admin Services Director,
(323) 773-5143 extension 236
brodriguez@cityofcudahyca.gov

City of Cerritos
8125 Bloomfield Avenue
Cerritos, CA 90703
Fredy Bonilla, Assistant Civil Engineer
(562) 916-1229
fbonilla@cerritos.us

City of La Cañada Flintridge
One Civic Center Drive
La Cañada Flintridge, CA 91011
Lisa Brancheau, Sr. Management Analyst II
(818) 790-8881lbrancheau@lcf.ca.ov

City of La Verne
3660 "D" Street
La Verne, CA 91750
Candice Bowcock, Principal Planner
(909) 596-8706
cbowcock@cityoflaverne.org

Pricing

Willdan proposes a fee of **$556,843** for a one-year agreement period, to provide grant administrative services for Federal housing and community development programs, including but not limited to: CDBG, CDBG-CV, HOME, HOME-ARP, and NSP.

Fees are based on CPD allocations reflected below and can be negotiated accordingly in consideration of grant funds drawn down & administered to-date.

2022	CA	Compton, CA	CDBG		$ 1,375,145
2022	CA	Compton, CA	HOME		$ 656,332
2021	CA	Compton, CA	HOME	ARP	$ 1,988,847
2020	CA	Compton, CA	CDBG	CV1	$ 889,272

2020	CA	Compton, CA	CDBG	CV3	$ 784,708

Salvador Lopez Jr., Director of Planning, is authorized to negotiate on behalf of Willdan Engineering and bind the firm to the agreement. Hourly rates provided in the proposal will be valid for a period of at least 90 days from the date of this submittal.

Proposed Service Fees

*Service Type	Cost Estimate
Administrative Grant Services – CDBG, HOME, ESG	$248,596
Housing Program Support (CDBG/HOME) – CHDO, FTHB, Housing Rehab	$44,000
Administrative Grant Services – CDBG-CV, HOME-ARP	$187,774
Grant Support & Closeout Services – NSP1, NSP3	$76,500
Total	**$556,843**

Our firm recognizes that services may be selected by the City in whole or in part, as reflected in the RFP.

Staff Hourly Rates

Staff Member	Project Role	Hourly Rate*
Salvador Lopez, Jr.	Principal-in-Charge	$216
Jennifer Maria	Grants Administration Manager (Project Manager)	$160
Robert Quaid, CPA	Grants Technical Advisor	$125
Fernando Lopez	Grants Analyst	$125
Rina Galit	Grants Analyst	$125
Rebecca Acevedo	Grants Management and Housing Support	$105
Helen Jones	Grants Management and Housing Support	$105
Richelle Tague	Grants Management and Housing Support	$105
Jane Freij	Labor Compliance Manager	$158
Amanda Perez	Labor Compliance Specialist	$120

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

Reimbursable Expenses

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

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

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

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

Appendix

Salvador Lopez Jr.

Principal-in-Charge/Quality Assurance Manager

Profile Summary	
Education:	*BS, Urban and Regional Planning, California State Polytechnic University, Pomona Certificate of*
Experience:	*24 Years*

Mr. Salvador Lopez possesses planning expertise and experience spanning all aspects of planning, including current, advance, and environmental planning, as well as active transportation planning and housing and community development. He is highly experienced at managing multi-disciplinary teams in the development of policy and long-range planning documents for public agencies.

Relevant Project Experience

CDBG Program Administration, City of Temple City, California. Principal-in-Charge/Quality Assurance Manager responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case project basis. Willdan is administering and implementing the Emergency Small Business Assistance Program funded by the CARES Act.

CDBG Program Administration, City of Torrance, California. Principal-in-Charge/Quality Assurance Manager responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case project basis. Willdan is assisting with a special project involving a Los Angeles Urban County Community Development Block recipient to create and administer a CDBG-funded rental assistance program to alleviate the COVID19 rental housing crisis.

CDBG Program Administration, City of Moreno Valley, California. Principal-in-Charge/Quality Assurance Manager responsible for ensuring staffing resource availability and implementing quality assurance/control on a case-by-case project basis. Willdan is assisting with administration of HUD-funded programs such as Neighborhood Stabilization Program and HOME Investment Partnership Program – in particular, facilitating the NSP1 brant closeout process.

Contract Planning Services, City of Redlands, California. Project Manager responsible for overall project management and oversight for interim staffing resources provided to the City. Staff planners assist with current planning and other planning activities.

On-Call CEQA/NEPA Planning Services, City of Claremont, California. Project Manager responsible for overall project management and oversight for CEQA/NEPA documentation services necessary to implement the City's planned developments. Willdan's planning project managers prepare environmental documents pursuant to CEQA and NEPA and other environmental documentation or technical studies and assist with securing and complying with required regulatory permits. The range of environmental documents encompasses initial studies, negative/mitigated negative declarations, and environmental impact reports pursuant to CEQA, categorical exclusions, environmental assessments/findings of no significant impacts, and environmental impact statements pursuant to NEPA.

Contract Planning Services, City of Long Beach, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with current planning, advance planning, special projects planning, development project review, entitlement processing, CEQA document preparation and review, historic assessments, community outreach, and other long-range planning activities.

Contract Planning Services, City of Cudahy, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Willdan provides full-time contract planning services for the City's Planning Division as well as for Interim Community Development Director.

Contract Planning Services, City of Hawaiian Gardens, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with resolving parking issues related to the Hawaiian Gardens Casino and its operations; disposition of RDA parcels; producing flyers and brochures; overseeing City improvement projects such as skate park, sidewalk, and fleet replacement plans; and other projects as assigned.

Contract Planning Services, City of South Gate, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with day-to-day current planning activities, design review, entitlement processing, counter assistance, and environmental review. Willdan is providing on-call planning services – including contract staff augmentation – to assist the planning division with general current planning activities.

On-Call Current Planning Services, City of Elk Grove, California. Project Manager responsible for overall project management and oversight of planning services provided to the City. Assigned planners will be responsible for on-call current planning services for all types of projects requiring entitlements, including – but not limited to – conditional use permits, variances, design reviews, rezones, zoning and general plan amendments, and tentative subdivision maps.

Contract Planning Services, County of Sacramento, California. Project Manager responsible for overall project management and oversight for staffing resources provided to the City. Staff planners assist with current planning, advance planning, special projects planning, and environmental review. In addition, staff provides on-call environmental planning services.

On-Call Planning Services, City of El Monte, California. Project Manager responsible for overall project management and oversight of on-call planning services provided to the City. Contract planning services emphasize discretionary case processing and long-range advanced planning programs. Programs involved land use planning; complex land use development projects; general administration of City-initiated planning work and studies; conceptual plans; land use entitlement applications; general plan, specific plan, and zoning code updates and map amendments; and initial studies under the California Environmental Quality Act and related environmental documents. Associated staff reports, resolutions, and ordinances were prepared and presented as needed.

Special Project Planning Services, City of Artesia, California. Project Manager responsible for overall project management and oversight of on-call planning services provided to the City. Contract planning services encompass reviewing and processing land use entitlement applications; preparing general plan text or map amendments; preparing or amending specific plans; preparing zoning code text or map amendments; and preparing related environmental studies. Performance of these responsibilities requires expertise and knowledge in general plan compliance and implementation, CEQA/NEPA conformance, project management, and general planning procedures.

Jennifer Maria

CDBG/Housing Administration Manager (Project Manager)

Profile Summary	
Education:	▪ *BS, Business Administration, Mount Saint Mary's University, Los Angeles, California. Magna Cum Laude* ▪ *Mathematics – Applied Science (Accounting), University of California, Los Angeles* ▪ *Certificate of Completion, Grant Writing & Administration, California State University, Dominguez Hills, Carson, California*
Experience:	*16 Years*

Ms. Jennifer Maria is a Willdan Engineering CDBG Administrator with 16 years of experience. Ms. Maria is experienced with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement, Economic Development, Public Facilities and Public Service Programs.

Relevant Project Experience

Housing Rehabilitation Services, City of La Verne, California. Ms. Maria assists the City of La Verne with implementation services for an ARPA-funded Housing Rehabilitation Program. Ms. Maria assisted the City with program guideline development and marketing strategies. She currently assists the City with client intake processes, program eligibility determinations, home inspections, work write-ups, bid review, and project management for each participant file.

Housing Rehabilitation & Sewer Connection Program Implementation Services, City of La Cañada Flintridge, California. Ms. Maria assists the City with implementation services for the CDBG-funded Housing Rehabilitation Program & Sewer Connection Program. She performs client intake processes, program eligibility determinations, and full project oversight for each participant's project file.

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

City of Cudahy, California. CDBG Coordinator/Human Resources Manager. Maintained the duties associated with the implementation and administration of Community Development Block Grant Programs (CDBG), including Housing Rehabilitation (Grant/Loan Program), Code Enforcement and Public Service Programs under the general direction of the Community Development Director. Monitored rules and administered, regulations, procedures, forms, applications, records, request for proposals, and reports in accordance with applicable federal, state and local laws, rules and regulations, as they applied to each individual CDBG Program. Developed, implemented and maintained program information, evaluation and reporting systems; prepared and submitted grantee performance reports, including project descriptions and program budgets. Maintained, prepared, and entered client data onto the CDBG Public Service and Housing Rehabilitation Modules for quarterly and annual reporting purposes. Conducted special studies and surveys, as need by the City, or as requested by the Los Angeles Community Development Commission (LACDC) for preparation of 5-year Consolidated Plan, Annual Action Plan, and CAPER. Assisted in the preparation of budgets, requests for proposals, and public hearing notices for the Community Development Department. Implemented and monitored contracts between the City and the appropriate agencies involved with CDBG administration; served as primary contact for the City with LACDC. Prepared public hearing notices and staff reports for the City Council and attended/presented at City Council Meetings and/or City Planning Commission meetings. Reviewed/prepared CDBG funding

requests reimbursements (with and/or without supporting documentation), as needed by the Finance Department. Assisted the Finance Director with preparation for Financial Monitoring performed by LACD financial staff. Identified funding sources and prepared detailed proposals for various grant sources (i.e. data collection, research, narratives, budgets, scopes of work). Managed/tracked the return of Program Income for the Housing Rehabilitation Program. Processed reconveyance requests for past Housing Rehabilitation Program participants.

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

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

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

Robert D. Quaid, CPA

Grants Technical Advisor

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

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

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

Relevant Project Experience

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

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

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

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

Fernando Lopez

Grants Analyst

Profile Summary	
Education:	▪ *BS, Management and Human Resources*
Certification:	▪ *Section 8 Housing Quality Standards* ▪ *Lead Based Paint Visual Assessment, U.S. Department of Housing and Urban Development* ▪ *Addressing Lead Based Paint in Federally Assisted Housing* ▪ *PC 832 – Powers of Arrest, State of California Commission on Peace Officer Standards and Training*
Areas of Expertise:	▪ *Grant Administration & Monitoring* ▪ *Housing Programs* ▪ *Public Assistance* ▪ *Code Enforcement Standards*
Experience:	*25 Years*

Mr. Fernando Lopez possesses in-depth expertise in community development and residential and commercial rehabilitation programs. His experience encompasses administering public agency housing and economic development programs, managing grant funding, and preparing reports submitted to the U.S. Department of Housing and Urban Development, State of California Department of Housing and Community Development, and various City Councils.

Relevant Project Experience

Public Assistance Programs Administration, County of Los Angeles Department of Public Social Services, Los Angeles, California. Eligibility Worker II responsible for assisting with the County's public assistance programs. Investigated and resolved client issues with public assistance cases. Screened and processed annual certification for benefits. Worked with outside agencies to resolve client case issues. Served as a liaison between the Los Angeles County Department of Public and Social Services and the Tribal Temporary Assistance for Needy Families Program. Reviewed program time limit data, reviewed case information, prevented duplicate aide, and reported fraudulent activity for further investigation. Explained program provisions of the various public assistance programs such as Cal Works, Cal Fresh, Medical, and the Homeless Prevention Program, explained applicable federal and state regulations and County policies. Reviewed and analyzed financial and eligibility data to determine initial or continuing eligibility for one or more public assistance programs. Worked with outside agencies and personnel to ensure program compliance.

Housing and Economic Development Program Administration, City of El Monte, California. Housing Manager responsible for program administration for the City's Housing and Economic Development programs utilizing federal and state funding such as Community Development Block Grant, HOME Investment Partnership Emergency Solutions Grant, and CA HOME. Managed $1.5 million grant funding, prepared reports submitted to the U.S. Department of Housing and Urban Development, State of California Department of Housing and Community Development, and the City Council. Conducted community meetings and presentations, provided leadership and guidance to City departments, grant recipients, program participants, consultants, and City staff. Managed design consultants, procurement, bidding, contracting, construction administration, and post-construction evaluations. Served as a Coordinator in partnership with the Los Angeles Homeless Services Authority to conduct the Greater Los Angeles Homeless Count.

Rehabilitation and Rental Assistance Programs Administration, City of Pico Rivera, California. Community & Economic Development Senior Supervisor responsible for assisting with administration of Pico Rivera's Residential Rehabilitation Program, Commercial Rehabilitation Program, and Section 8 Rental Assistance Program. Monitored activities related to operation of the Housing Choice Voucher Program, including eligibility determination, contracting, inspections, rent reasonableness, contract maintenance, and case management. Monitored for program compliance with SEMAP, MTCS/PIC, and other program mandates. Completed CAPER, HOME, and CDBG reports submitted to the U.S. Department of Housing and Urban Development and State of California Department of Housing and Community Development.

Various Housing Programs Administration, City of Alhambra, California. Housing Project Manager responsible for assisting with development, planning, implementation, and administration of the Housing Division's goals and objectives. Administered the City's Residential Rehabilitation, Commercial Rehabilitation, and First Time Homebuyer Programs; Acquisition Rehabilitation Projects; and Affordable Housing Development. Managed design consultants, procurement, bidding, contracting, construction administration, and post-construction evaluations. Provided assistance with various reports submitted to the U.S. Department of Housing and Urban Development and State of California Department of Housing and Community Development. Monitored and ensured compliance with federal and state regulations. Provided leadership and supervision to Housing Division staff.

Various Housing Programs Administration, City of Huntington Park, California. Property Rehabilitation Specialist responsible for administering the City's Residential Rehabilitation, Commercial Rehabilitation, Minor Home Repair Program, Pride Award, and First Time Home Buyers Programs. Reviewed property rehabilitation applications for HOME and CDBG funding eligibility. Prepared City Council staff reports; developed the City's Rehabilitation Program Guidelines; prepared promissory notes, deeds of trust, and requests for proposals; serviced existing deferred loans; reconveyed property interest; and subordinated existing deferred loans. Proactively marketed City programs to the public via mailings, presentations, and community outreach.

Section 8 Housing Quality Standards Inspections, Baldwin Park Housing Authority, Baldwin Park, California. Housing Inspector responsible for conduction initial, annual, and move-out Section 8 Housing Quality Standards inspections. Issued correction letters and obtained HQS compliance from landlords, tenants, and property managers. Conducted rent reasonableness surveys and visual assessments and obtained lead hazard clearance pursuant to 24 CFR Part 35. Worked closely with property owners, tenants, and property managers to ensure decent, safe, and sanitary housing conditions to Section 8 program participants. Assisted Property Rehabilitation Program applicants in determining the scope of property rehabilitation necessary to upgrade their homes to compliance standards. Obtained specifications and price quotes from contractors and architects related to the Property Rehabilitation Project and prepared cost estimates, work-write ups, and reports.

Code Compliance, City of Baldwin Park, California. Code Enforcement Officer responsible for reviewing and investigating complaints related to zoning, property maintenance, public safety, and land use ordinance regulations. Conducted property inspections; issued correction notices, stop work orders, and citations; and made regular contact with property owners and occupants.

Rina Galit

Grants Analyst

Profile Summary	
Education:	▪ *Bachelor of Science; Business Administration & Marketing, San Diego State University*
Areas of Expertise:	▪ *Grant Analysis* ▪ *Grant Program Administration & Support* ▪ *Subrecipient Selection, & Training* ▪ *IDIS Interface Management*
Experience:	*3 Years*

As a Grants Analyst, Ms. Galit assists in the research and analysis required to administer HUD Entitlement grant funds awarded to local government agencies for eligible activities, including IDIS interface management, research of applicable laws and regulations, report preparation, and applicable regulatory guidance for client agencies.

Relevant Project Experience

City of Moreno Valley, CA — Grant Analyst. Ms. Galit currently serves as a grant analyst for the City of Moreno Valley and provides analytical support to the senior project team. She provides technical and compliance reviews of subrecipient invoices under agreement with the City. Ms. Galit also participates in conducting the onsite monitoring of the City's CDBG and ESG subrecipients providing technical support in review of agreements, Davis-Bacon prevailing wage compliance, Section 3 compliance and other HUD regulations affecting the program activity.

Willdan services include, but are not limited to, reviewing, scoring and preparing Council recommendation reports specific to grant applications for the City's annual CDBG, HOME and ESG entitlement awards; conducting pre- and post-award training sessions with subrecipients; reviewing sub-recipient invoices for payment; and entering various information into the HUD Integrated Disbursement of Information System (IDIS). The project team also oversees the preparation of the Annual Action Plan and the Consolidated Annual Performance Evaluation Report (CAPER), plans and conducts the annual onsite subrecipient monitoring, and interfaces with regional HUD representatives on technical issues for the City.

City of Moreno Valley, CA — Management Aide. Prior to joining Willdan, Ms. Galit served the City of Moreno Valley as a management aide in the Special Districts division. While with the City she assisted in division budget preparation analysis, administration, and review; maintained budget spreadsheets by entering prior year actuals; created and maintained reports, records and files required in connection with department work processes, as well as maintenance of the Eastern Municipal Water District (EMWD) water usage, various contract and budget tracking spreadsheets; processed Special Districts invoices, obtained approvals, ensured adherence to purchase order amounts; reconciled and audited contract amounts with actuals; prepared contracts, requisitions, change orders, and new vendor setup for Special Districts vendors as well as draft RFP for landscaping guidelines, and reviewed contracts up for renewal; and prepared and revised several division training manuals and other administrative materials, specifically for Special District processes in the Accela Civic Platform (ACP).

Rebecca Acevedo

Grants Management and Housing Support

Profile Summary	
Education:	▪ *Bachelor of Arts, Business Administration, The City University of New York, Hunter College* ▪ *Associate of Arts, Social & Behavioral Arts, Mt San Jacinto Community College*
Certification:	▪ *Certified Fraud Examiner*
Areas of Expertise:	▪ *Grant Analysis* ▪ *Technical Support* ▪ *Program Administration*
Experience:	*10 Years*

Ms. Rebecca Acevedo assists in the research and analysis necessary to resolve local government financial issues related to grant administration and auditing.

Relevant Project Experience

City of Moreno Valley, CA — Grant Analyst. Ms. Acevedo currently serves as a grant analyst for the City of Moreno Valley and provides analytical support to the senior project team. She provides technical and compliance reviews of subrecipient invoices, program maintenance in IDIS and reporting under agreements for the City's CARES Act CDBG-CV and ESG-CV grants and Emergency Rental Assistance Program (ERAP) grants. Ms. Acevedo also provides backup support for the City's CDBG, HOME and ESG entitlement grants.

Community Connect, Inland So Cal United Way (2017-2020) – Director of Finance. Ms. Acevedo was involved in all aspects of Inland So Cal United Way's ("ISCUW") grants and professional service contracts within Riverside County. This process involved searching for funding opportunities, completing the grant application, budget and narratives, to implementing funded programs, and preparing monthly performance reports and request for reimbursement. She was also responsible for the close out audits conducted by third-party contractors of the funders, and those conducted by city staff with the Cities of Corona and Perris. Ms. Acevedo also drafted and coordinated submissions for proposals (RFPs) under the CEO's guidance, for local county and state funding, created budgets and narratives with supporting data across programs.

Furthermore, Ms. Acevedo served as interim Director of Legacy Community Connect during the transition to the parent organization, United Way. In this role, she was responsible for all operations, finance, and management of 20 staff members amongst 6 different direct service programs.

Path of Life, Neighborhood College (2012-2016) – Grants & Contracts Manager. In this position, Ms. Acevedo provided administrative support to the Executive Director, including contract administration of federal grant programs, and preparation of compliance and performance- based reports for funders. She supported general accounting functions, accounts payable, approval of vendors, request for disbursements and obtained approval for special event budgets and expenses. Ms. Acevedo also maintained appointment schedules, daily calendars, and made travel arrangements; assisted in agenda preparation through gathering information and contacting meeting participants.

Helen Jones

Grants Management and Housing Support

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

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

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

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

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

Relevant Project Experience

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

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

Richelle Tague

Grants Management and Housing Support

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

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

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

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

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

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

Relevant Project Experience

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

Jane E. Freij

Labor Compliance Manager

Profile Summary	
Education:	▪ *BA, Linguistics, University of Kansas* ▪ *Attorney Assistant Training Program, Litigation/ Corporations, University of California, Los Angeles*
Experience:	*20 Years*

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

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

Relevant Project Experience

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

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

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

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

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

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

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

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

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

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

Amanda Perez

Labor Compliance Specialist

Profile Summary	
Education:	▪ AS, Human Resources Management, Mount San Antonio College ▪ AS, Business Administration, Mount San Antonio College
Certifications:	▪ Certificate of Achievement, Business Management I-III ▪ Certificate of Achievement, Human Resources Management I-III ▪ Certificate of Achievement, International Business I
Experience:	*12 Years*

Ms. Amanda Perez currently supports 15 engineers and prepares proposals, contracts, and other technical documents. She is responsible for issuing invoicing, progress payments, and schedules and for maintaining detailed, accurate records. She conducts comprehensive audits of projects for the Director of Construction Management and Inspection Services for accuracy and compliance. She is experienced with methodical and precise technical and legal document editing and is proficient in conducting research from databases and other sources in the preparation of documents and for reporting to management. She monitors Labor Compliance projects to ensure conformity to Federal and State regulations and assists the manager with larger-scale labor compliance contracts.

She previously served as Executive Assistant to the Vice President of Human Resources and HR Specialist. She was involved with documentation, training and development, audits, compensation and benefits, event planning, project management, and database maintenance for a multi-million-dollar communications firm.

Relevant Project Experience

ADA Transition Plan – Phase I, City of Ridgecrest, California. Willdan is providing project management, construction administration, and labor compliance services for this $500,000 HUD/CDBG funded ADA Improvements Project, involving the removal and reconstruction of pavement, curb, gutter, and sidewalk with ADA-compliant improvements. Ms. Perez is the Labor Compliance Specialist in charge of monitoring the activities of the prime contractor and its subcontractors.

CDBG Pavement Improvements, City of Highland, California. Labor Compliance Specialist. Willdan is providing project management, construction administration, and labor compliance services on this $700,000 HUD/CDBG project.

Residential Street Overlay, City of Hawaiian Gardens, California. Ms. Perez served as the consulting Labor Compliance Officer, providing labor compliance monitoring and enforcement services for this Community Development Block Grant (CDBG) project, with a project cost of approximately $505,000, administered through the Los Angeles Community Development Authority (LACDA).

Skid Row Housing Trust, Los Angeles, California. Labor Compliance Specialist. Ms. Perez is assisting the Labor Compliance Officer in providing labor compliance monitoring and enforcement services for nine major affordable housing projects, both rehabilitation and new construction, in downtown Los Angeles, valued at over $250 million. She receives and reviews subcontractor document submittals in support of certified payrolls that are entered into the LCPtracker electronic payroll system and the State DIR database; forwards documentation, as needed, to the City of Los Angeles; and provides guidance to subcontractor personnel regarding compliance requirements. The projects are subject to multi-jurisdictional oversight by local, county, state, and federal authorities.

Annual Street Resurfacing Project, City of Rolling Hills Estates, California. Labor Compliance Specialist. Willdan is providing project management, contract administration, and labor compliance services for the Annual Street Resurfacing Project.

Pavement Rehabilitation on Various Streets and Fishburn Avenue Improvement Project FY 17-18, City of Bell, California. Labor Compliance Specialist. Willdan is providing project management, contract administration, construction observation, utility coordination, material testing and labor compliance services for the Pavement Rehabilitation on various streets and Fishburn Avenue Improvement Project.

CNG and Electric Charging Station Upgrades, South Pasadena, California. Labor Compliance Specialist. Ms. Perez is assisting the Labor Compliance Officer and is providing labor compliance monitoring and enforcement services for the City's CNG and Electric Charging Station Upgrades project. The project comprised of CNG and electrical charging station upgrades in various locations throughout the City of South Pasadena.

Downs Street Widening, City of Ridgecrest, California. Labor Compliance Specialist. Willdan provided civil and traffic engineering design, environmental compliance, right-of-way acquisition, and bidding assistance and is providing resident engineering, construction management, inspection, quality assurance materials testing, federal funding administration, and labor compliance services for widening improvements to close a 1,500-foot gap between Ridgecrest Boulevard and Upjohn Avenue. The project's goal was to widen the narrow street segment to an ultimate width to match the other previously widened segments at both ends. The project was split into two phases – east and west – for funding purposes.

Traffic Signal at 12 Locations, City of Lynwood, California. Labor Compliance Assistant. Responsible for providing labor compliance services for this $1 million traffic signal improvements project funded with Proposition C funds and subject to State of California Department of Industrial Relations (DIR) labor compliance and prevailing wage requirements.

Reconstruction of McGee Alleys, City of Whittier, California. Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, with a project cost of approximately $225,000 and administered through the Los Angeles Community Development Authority (LACDA).

Sidewalk Improvements Citywide, City of Pico Rivera, California. Federal Labor Compliance Assistant. Responsible for providing labor compliance services for this Community Development Block Grant (CDBG) project, which involved removing and replacing ADA-compliant wheelchair ramps citywide and which had a project cost of approximately $234,000 and was administered by the Los Angeles Community Development Authority (LACDA).

Pricing

Willdan proposes a fee of **$377,981** for a one-year agreement period, to provide grant administrative services for Federal housing and community development programs, including but not limited to: CDBG, CDBG-CV, HOME, HOME-ARP, and NSP.

Salvador Lopez Jr., Director of Planning, is authorized to negotiate on behalf of Willdan Engineering and bind the firm to the agreement. Hourly rates provided in the proposal will be valid for a period of at least 90 days from the date of this submittal.

Proposed Service Fees

*Service Type	Cost Estimate
Administrative Grant Services – CDBG/CDBG-CV 1&3	$238,805
Housing Program Support (HOME) – CHDO, FTHB, Housing Rehab	$44,375
Administrative Grant Services – HOME-ARP (Allocation Plan)	$18,801
Grant Support & Closeout Services – NSP1, NSP3	$76,000
Total	**$377,981**

Our firm recognizes that services may be selected by the City in whole or in part, as reflected in the RFP.

Staff Hourly Rates

Staff Member	Project Role	Hourly Rate*
Salvador Lopez, Jr.	Principal-in-Charge	$216
Jennifer Maria	Grants Administration Manager (Project Manager)	$160
Robert Quaid, CPA	Grants Technical Advisor	$146
Natalia Lopez	Grants Analyst	$125
Fernando Lopez	Grants Analyst	$125
Rina Galit	Grants Analyst	$125
Rebecca Acevedo	Grants Management and Housing Support	$108
Helen Jones	Grants Management and Housing Support	$108
Richelle Tague	Grants Management and Housing Support	$108
Jane Freij	Labor Compliance Manager	$158
Amanda Perez	Labor Compliance Specialist	$120

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

Reimbursable Expenses

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

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

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

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

March 28, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **HUMAN RESOURCES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A SALARY INCREASE FOR THE SEASONAL, HOURLY AND MISCELLANEOUS POSITION OF LIFEGUARD**

SUMMARY

The City Council will consider a resolution amending the Seasonal, Hourly and Miscellaneous Position Classification Plan of the City of Compton and increasing the salary for the position of Lifeguard.

BACKGROUND

A salary survey was conducted of twenty (20) cities within twenty-five (25) miles of the City of Compton with comparable salaries and the position of Lifeguard was below the median rate. Based on this information, City management proposes the salary range adjustment for the Lifeguard classification from salary range $15.04 per hour to $17.59 per hour to the proposed salary range of $20.00 per hour to $23.40 per hour.

STATEMENT OF ISSUE

The primary purpose for updating the Lifeguard classification salary increase is to allow the City of Compton to be highly competitive in the job market for the Lifeguard classification. These revisions will update the job specification to include the new proposed salary increases.

Proposed Changes	Hourly Rate-Step E	Qty	Annual Salary
Lifeguard (current)	$17.59	1	$ 8,444
Lifeguard (proposed)	$23.40	1	$ 11,232
Total Annual Net Increase			**$2,788**

FISCAL IMPACT

Funds are available in the City's 2022-2023 Fiscal Year budget to cover the proposed increase in salary. The funds for the salary change are budgeted in the Recreation Department's Account Number 1001-840-000-4101.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

SHRISTIE N. TORRES
HUMAN RESOURCES DIRECTOR

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A SALARY INCREASE FOR THE SEASONAL, HOURLY, AND MISCELLANEOUS POSITION OF LIFEGUARD

WHEREAS, the City Council will consider a resolution increasing the salary for the positions of Lifeguard; and

WHEREAS, a salary survey was conducted of twenty (20) cities within twenty-five (25) miles of City of Compton with comparable salaries and the position of Lifeguard was below the median rate; and

WHEREAS, based on this information, City management proposes that the salary for the Lifeguard classification at the current range of $15.04 per hour to $17.59 per hour is increased to the proposed salary range of $20.00 per hour to $23.40 per hour; and

WHEREAS, the primary purpose for updating the Lifeguard classification salary increase is to allow the City of Compton to be highly competitive in the job market for the Lifeguard classification. These revisions will update the job specifications to include the new proposed salary increases; and

WHEREAS, the funds for salary change are budgeted in the Recreation Department's Account Number 1001-840-000-4101; and

WHEREAS, funds are available in the City's 2022-2023 Fiscal Year budget to cover the proposed increase in salary.

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

SECTION 1. That the salary increase for the Lifeguard classification is hereby accepted.

SECTION 2. That the new updated salary range for the Lifeguard classification is hereby approved and added to the Seasonal, Hourly and Miscellaneous Position Classification Plan of the City of Compton.

SECTION 3. That the new salary range for the Lifeguard classification shall be as follows: $20.00 per hour to $23.40 per hour.

SECTION 4. That the salaries for the new classifications are included in the City's 2022-2023 Fiscal Year budget.

SECTION 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk, City Controller, Human Resources, and Recreation Department.

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

ADOPTED this _____ day of _____, 2023

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

It is hereby certified that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested, at a regular meeting thereof, held on the _____ day of _____, 2023.

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

AYES: Council Members-
NOES: Council Members-
ABSENT: Council Members-
ABSTAIN: Council Members-

_____
CITY CLERK OF THE CITY OF COMPTON

City	Start	End	
El Monte	$ 15.57	$ 15.57	
Bell Gardens	$ 15.60	$ 16.38	
Torrance	$ 15.02	$ 16.54	***1st Quartile***
Montebellow	$ 15.50	$ 16.64	
Duarte	$ 15.50	$ 16.89	
Redondo Beach	$ 15.50	$ 17.00	
Placentia	$ 16.23	$ 17.23	
Compton	***$ 15.04***	***$ 17.59***	
San Marino	$ 16.05	$ 17.70	
Brea	$ 15.50	$ 17.98	***Median***
Irwindale	$ 18.12	$ 18.12	
Monterey Park	$ 15.27	$ 18.59	
Burbank	$ 16.06	$ 18.62	
Buena Park	$ 15.50	$ 18.80	
Rosemead	$ 15.91	$ 19.34	
Norwalk	$ 19.37	$ 19.37	
South El Monte	$ 16.35	$ 19.87	
Carson	$ 18.00	$ 20.84	***3rd Quartile***
Culver City	$ 19.39	$ 21.25	

	Start	End
Mean (Average)	**$ 16.29**	**$ 18.12**
Quartile 1 (25%)	**$ 15.50**	**$ 16.95**
Median (50%)	**$ 15.60**	**$ 17.98**
Quartile 3 (75%)	**$ 16.29**	**$ 19.07**

	Step A	Step B	Step C	Step D	Step E
Lifeguard (proposed)	$ 20.00	$ 20.80	$ 21.63	$ 22.50	$ 23.40

MARCH 21, 2023

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

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH REVENUE & COST SPECIALISTS FOR THE PREPARATION OF A CITYWIDE COST ALLOCATION PLAN AND USER FEE STUDY FOR AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND THREE-HUNDRED DOLLARS ($48,300.00), TO AUTHORIZE A BUDGET AMENDMENT TO THE FY2022-2023 CITY BUDGET, AND TO AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF FORTY-EIGHT THOUSAND THREE-HUNDRED DOLLARS ($48,300.00).**

SUMMARY

Staff is requesting that the City Council authorize the City Manager to execute an agreement with Revenue & Cost Specialists (RCS) for the preparation of a City-wide Cost Allocation Plan and User Fee Study and to authorize a purchase order in an amount not to exceed Forty-Eight Thousand Three Hundred Dollars ($48,300.00). Staff is also requesting that City Council approve a budget amendment in the amount of Forty-Eight Thousand Three Hundred Dollars ($48,300.00).

BACKGROUND

The State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. One of the recommendations included in this report was (on page 5 of the report) the following,

> *"By July 2023, city management should complete and the city council should approve an updated cost allocation plan. The council should also ensure that the fiscal year 2023-24 budget and subsequent budgets incorporate the results of this plan. For example, the budgets should include transfer amounts from the water fund to the general fund that accurately reflect the amounts the water fund owes for citywide services."*
>
> *"By July 2024, Compton should evaluate and the city council should approve updated charges for all city services in accordance with the substantive and procedural requirements of the state constitution. Compton should review its charges for services at least once every three years following this initial update."*

Prior to this, included in the FY2019-2020 Single Audit report of the City's external auditor Eadie and Payne, LLC, an audit finding was repeated from prior years, which read:

2019-010 – Cash – Negative Balances (MW)

Criteria: *Negative cash balances occur within a fund when there is mismatch of expenditures and revenue. Since the City pools its cash, other funds (usually the General Fund) will cover temporary negative cash balances through interfund payable/receivable accounts. Interfund payable/receivable accounts should be settled within the current period.*

Condition: *The City does not have consistent cash allocation and tracking procedures in place, which continues to result in negative cash balances rolling forward. The City's general ledger reported negative cash balances at June 30, 2019 in excess of $21.9 million for various funds including special revenue funds, internal service funds, and debt service funds. These negative cash balances are not appropriate due to the nature of the funds. Interfund payable/receivable or transfers amounts were not recorded when necessary.*

Cause: *Lack of policy over interfund transaction and weakness in internal control over reconciliations. Due to the vacancies in key positions in the City Controller's Office, staff fell behind on the monthly reconciliations and monitoring of cash balances across funds.*

Effect or Potential Effect: *Cash allocation could be materially misstated. Operating cash deficiencies for amounts not properly recorded, reimbursed or transferred could exist and not detected and corrected on a timely basis.*

Repeat of a Prior-Year Finding: *2018-014*

Recommendation: *We recommend the City review cash balances on a regular basis and prepare a plan to eliminate these negative cash balances. Policies and procedures need to be put in place for the regular review of cash balances and the initiation of transfers for reimbursements as needed.*

Additionally, another FY2019-2020 Single Audit finding from Eadie and Payne LLC read as follows:

2019-025 – Negative Fund Balances (MW)

Criteria: *The City should operate to maintain adequate fund balances in all of its funds to mitigate current and future risks, such as revenue shortfalls and unanticipated expenditures.*

Condition: *There are negative fund balances for various funds including the general fund, grant funds, nonmajor governmental funds, and internal service funds.*

Cause: *Lack of policies and procedures over cash management and budgetary restrictions. Weakness in internal control over operational spending and lack of consideration of long-term financial planning.*

> ***Effect or Potential Effect:*** *The deficits could have a significant effect on operations on a go-forward basis. City programs and services involved with the fund may be curtailed.*
>
> ***Repeat of a Prior-Year Finding:*** *2018-037, 2014-049A*
>
> ***Recommendation:*** *We recommend that management review the negative fund balances and the affected operations to make provisions to eliminate the deficit balances going forward.*

These Single Audit findings further highlight the need for the City to adopt a City-wide cost allocation plan as well as a user fee study. These services, once implemented, will allow the City to acquire sufficient knowledge and information about the full cost of services, the proper methodology to ensure cash is properly allocated between funds, as well as having the tools to increase fees for services as needed to cover existing City costs to provide services.

A cost allocation plan is a plan that City Councilmembers and City staff can follow, so that the City's full cost of providing services will be known since it allocates and spreads costs that indirectly support City programs and activities that were not previously recognized or accounted for when trying to determine the City's full cost in providing various services. A user fee study is a study which reviews the existing user fees and determines whether these fees can fully recover the true cost of providing City services, and proposes solutions in the event the existing fees are determined to not have the capacity to fully recover City costs. Additionally, both services are needed for increased fiscal sustainability of the City, and to provide information such that better decision making can take place for on-going City operations and for new endeavors. Upon Staff review there is currently not a sufficient cost allocation plan in place, nor has there been an updated User Fee study to determine the ability of existing fees (although partially adjusted for inflation) to cover City costs while knowing the full cost of providing City services from the cost allocation plan

STATEMENT OF ISSUE

In order to remain in compliance with the State of California Auditor's October 2022 recommendations for the deliverable of a Cost Allocation plan and User Fee study, City staff has issued a request for proposal on December 28, 2022. The request for proposal (RFP) was published in the Compton Bulletin and on the California Society of Municipal Finance Officer (CSMFO)'s RFP website, which is a website frequently reviewed by vendors who provide financial services to municipalities and local governments within California. Additionally, the RFP was directly emailed to four separate potential candidates, taken from the CSMFO directory of commercial members.

The RFP yielded three responses. The candidates were Revenue & Cost Specialists (RCS), Matrix Consulting, and MGT Consulting. A total of four City staff interviewed the candidates and rated them. The candidate with the highest rating was Revenue & Cost Specialists (RCS), which was given based on the candidate's cost proposal, time needed

to provide the deliverables, and firm qualifications. A listing of candidates, their rating and ranking and cost are listed below:

1. RCS ($48,300)
2. MGT ($57,950)
3. Matrix ($69,000)

After City staff checked their references, staff decided to recommend RCS as the front-runner of the RFP process for these services.

FISCAL IMPACT

The cost for these services is not to exceed Forty-Eight Thousand Three Hundred Dollars ($48,300.00), per the proposal from RCS. A budget amendment to the FY2022-2023 City Budget is being requested for the following:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$48,300.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$48,300.00

A purchase order for Forty-Eight Thousand Three Hundred Dollars ($48,300.00) is also being requested to be authorized to be issued out of the following account:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$48,300.00

Once the Cost Allocation Plan and User Fee Study is completed and adopted by Council, it will determine the full costs to providing City services, whether or not existing fees cover these costs, and recommendations on how future fees can accomplish the goal of covering the City's true cost of providing services. This will be done to ensure the City's future fiscal health. Further it will communicate to stakeholders of the City that the City is committed to the improvement and success of the City's fiscal health. These services will ultimately improve the City's financial position, while simultaneously addressing related auditor findings and recommendations. It is also important to know that policies may need to change to keep up with current environment or any unforeseen circumstances.

ALTERNATIVE

The City would continue to remain in a position without a cost allocation plan or user fee study for which staff could start implementing into day-to-day operations, and these audit findings would likely continue to be repeated until such a policy is adopted and implemented.

RECOMMENDATION

The City Controller recommends that the City Council adopt the attached Resolution.

SHARON RAHBAN
CITY CONTROLLER

APPROVED FOR FORWARDING:

THOMASTHOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH REVENUE & COST SPECIALISTS FOR THE PREPARATION OF A CITYWIDE COST ALLOCATION PLAN AND USER FEE STUDY FOR AN AMOUNT NOT TO EXCEED FORTY-EIGHT THOUSAND THREE-HUNDRED DOLLARS ($48,300.00), TO AUTHORIZE A BUDGET AMENDMENT TO THE FY2022-2023 CITY BUDGET, AND TO AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF FORTY-EIGHT THOUSAND THREE-HUNDRED DOLLARS ($48,300.00).

WHEREAS, the State of California State Auditor's Department issued an Audit report to the City in October of 2022. This report had findings and recommendations for various areas of improvement needed for the City. One of the recommendations included in this report was (on page 5 of the report) the following,

"By July 2023, city management should complete and the city council should approve an updated cost allocation plan. The council should also ensure that the fiscal year 2023-24 budget and subsequent budgets incorporate the results of this plan. For example, the budgets should include transfer amounts from the water fund to the general fund that accurately reflect the amounts the water fund owes for citywide services."

"By July 2024, Compton should evaluate and the city council should approve updated charges for all city services in accordance with the substantive and procedural requirements of the state constitution. Compton should review its charges for services at least once every three years following this initial update."

and;

WHEREAS, a cost allocation plan is a plan that City Councilmembers and City staff can follow, so that the City's full cost of providing services will be known since it allocates and spreads costs that indirectly support City programs and activities that were not previously recognized or accounted for when trying to determine the City's full cost in providing various services. A user fee study is a study which reviews the existing user fees and determines whether these fees can fully recover the true cost of providing City services, and proposes solutions in the event the existing fees are determined to not have the capacity to fully recover City costs; and

WHEREAS, upon Staff review there is currently not a sufficient cost allocation plan in place, nor has there been an updated User Fee study to determine the ability of existing fees (although partially adjusted for inflation) to cover City costs while knowing the full cost of providing City services from the cost allocation plan; and

WHEREAS, in order to remain in compliance with the State of California Auditor's October 2022 Report recommendations for the deliverable of a fiscal sustainability plan, City staff issued a request for proposal (RFP) on December 28, 2022. The RFP yielded three responses, which staff identified the front-runner of the RFP as Revenue & Cost Specialists (RCS); and

WHEREAS, the cost for these services is not to exceed Forty-Eight Thousand Three Hundred Dollars ($48,300.00), per the proposal from RCS. A budget amendment to the FY2022-2023 City Budget is being requested for the following:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$48,300.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$48,300.00

A purchase order for Forty-Eight Thousand Three Hundred Dollars ($48,300.00) is also being requested to be authorized to be issued out of the following account:

Account Code	Account Name	Amount
2810-650-000-4262	Other Professional Services	$48,300.00

and;

WHEREAS, it is recommended that the City Council adopt the attached Resolution to approve the agreement, to approve the budget amendment and to authorize the City Manager to open a purchase order to Revenue Cost Specialists (RCS) for Cost Allocation Plan and User Fee Study Services.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Revenue & Cost Specialists in the amount not to exceed Forty-Eight Thousand Three Hundred Dollars ($48,300.00) for Cost Allocation Plan and User Fee Study Services.

SECTION 2. That the City's Fiscal Year 2022-2023 Budget is authorized to be amended as follows:

Increase in Revenue appropriations:

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan Fund Other Federal Grant Revenue	$48,300.00

Increase in Expenditure appropriations:

Account Code	Account Name	Amount
2810-650-000-4262	American Rescue Plan Fund Other Professional Services	$48,300.00

SECTION 3. That the amount of Forty-Eight Thousand Three Hundred Dollars ($48,300.00) will be available in the Fiscal Year 2022-2023 Budget allocated from account number 2810-650-000-4262 American Rescue Plan Fund, Other Professional Services account.

SECTION 4. That a purchase order shall be issued to Revenue & Cost Specialists from Account Number 2810-650-000-4262 in the amount of Forty-Eight Thousand Three Hundred Dollars ($48,300.00).

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

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

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCILMEMBERS -
NOES: COUNCILMEMBERS -
ABSTAIN: COUNCILMEMBERS -
ABSENT: COUNCILMEMBERS -

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
REVENUE & COST SPECIALISTS, LLC

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **REVENUE & COST SPECIALISTS, LLC.** (hereinafter referred to as **"Consultant"**), located at 1519 E Chapman Ave, Suite C, Fullerton, CA 92831.

RECITALS:

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced cost allocation plan and user fee study consultant firm to assist the City with preparation of a cost allocation plan and user fee study; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and be responsible for rendering services regarding the representing the City in regards to Cost Allocation Plan and User Fee Study Preparation Professional services shall include, but not be limited to, the Task(s) indicated below:

Task(s) – Cost Allocation Plan and User Fee Study Preparation:

I. Mandatory **Project Specifications: FULL COST ALLOCATION STUDY**

Project tasks shall include, but are not necessarily limited to the following:

A. Work and meet with City staff to define and refine the project scope, purpose, uses and goals of the City's Cost Allocation Plan to ensure it is accurate and appropriate to the City's needs.

B. Meet with various departmental staff to conduct interviews as needed to gain an understanding of the City's practices and operations.

C. Develop a Full Cost Allocation Plan that:

- Establishes a full cost allocation methodology for specific administrative overhead costs that will properly reimburse the City's General Fund and estimate the anticipated reimbursements to the General Fund.
- Allows for additions, revisions, or removal of direct and indirect costs so the cost allocation plan can be easily adapted to a range of activities both simple and complex.
- Provides the ability to continuously update the plan from year to year to accommodate organizational changes.
- Recommended formulas that can be rolled forward to calculate annual charges of internal services to City funds and departments that are users of internal services.
- Identity opportunities to utilize total overhead allocated costs for internal management and budgetary purposes, internal charging for total overhead cost-based direct billing, as a foundation for user charge determination.
- Identity opportunities to back claim indirect costs on grants that remain open, or to offset indirect costs against costs questioned or disallowed under audit.

D. Assist the City Controller's department in presenting the draft cost allocation plan to selected City staff and City Council. It is expected that comments and concerns will be collected during the draft presentation phase for inclusion in a final cost allocation plan and model.

E. Provide the City with one bound copy of the final cost allocation plan; as well as an electronic copy of the final version, including related schedules and cost documentation in an Excel format or other special-purpose software so it can be updated and/or edited by City staff on an ongoing basis.

F. Provide the following;

1. A methodology appropriate for the calculation and allocation of an overhead cost rate complying with OMB Circular A-87.
2. The development of overhead rates appropriate to be charged to capital projects, developer deposits, and other funds of the City.
3. A study of each program with overhead costs that are borne in whole or in part by the General Fund and that can receive overhead cost reimbursement from State to Federal governments and /or other sources.
4. Prepare indirect cost rates for the annual submission of the indirect cost rate proposal (ICRP) to the California Department of Transportation and the Federal Highway Administration for review and approval. Assist the City in submitting the ICRP to the Caltrans Independent Office of Audits and Investigations.

II. Mandatary Project Specifications: Comprehensive User Fee and Rate Study

Project tasks shall include, but are not necessarily limited to the following:

A. Conduct a review of the current comprehensive fee schedule and rate structures for all departments to determine whether the current schedule in place is consistent, objective, and encompasses all areas where fees could be charged. The fee and rate structure recommended should reflect the total cost of each City service at the appropriate activity level and in a manner consistent with all applicable laws, statues, rules, and charges applicable to public entitles, including, but not limited to, Proposition 26 and 218, in a manner that can be defended in the event of legal or others challenges.

B. Meet with staff and conduct interviews where appropriate to gain and understanding of the City's practices and operations.

C. Compare service costs with existing recovery levels; identify and report on all current fee and rate levels that are lower than total cost recovery and determine the necessary and appropriate rate of recovery for all fees by the type of fee. Costs identified as supportive of providing service should include an estimate of credit card processing costs, based on an estimate of the percentage of fees that will be collected in that manner. Costs in the study are to be based on the fiscal year 2022-23 budget, or similar.

D. In addition to providing the cost of each fee, provide fully burdened hourly rates of cost for relevant classifications to use for miscellaneous or new charges or fees.

E. Prepare a draft Comprehensive User fee and Rate Study and assist City Controllers department in presenting it to selected City staff and the City Council. It is excepted that comments and concerns will be collected during the draft phase for inclusion in a final version of the fee and rate study should identify each fee service, its full cost , recommended and current cost recovery levels, and identify the direct cost, and the overhead cost for each service.

F. Recommend to the City the establishment of potential new fees and charges for services the City currently provides but does not have any fees and/or charges established.

G. Provide the City with one bound copy of the final comprehensive user fee and rate study; as well as an electronic copy of final version, including related schedules and cost documentation in Excel format so that it can be updated and/or edited by City staff.

H. Provide training to enable staff to update fees on an annual basis.

I. For City Council review, provide a schedule listing each fee or charge resulting from the study, with columns provided to show how each fee or charge compares to what the cities listd below are charging for the same or similar services. Consultant shall be responsible for obtaining from the cities the information needed for this schedule:

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary

to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

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

Eric Johnson, President of Consultant, will serve as the **Project Manager** and shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein. The parties anticipate that **Consultant's services will be completed by or before December 31, 2023.**

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

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

3. Compensation. The method of payment for these services will be billed on a time-and-materials basis, as identified in Consultant's attached/incorporated **Proposal**. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

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

The Consultant is required to comply with all federal, state and local laws and ordinances applicable to the services provided under this Agreement.

As full and complete compensation for performance of all the services performed by the Consultant as described in Section 1 of this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Forty-Eight Thousand Three Hundred Dollars ($48,300.00).**

Consultant agrees to provide all professional services at the following hourly rates:

Eric Johnson, President, Project Director	$175.00

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

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

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

Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

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

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

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

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

subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City

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

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

11.2 Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

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

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

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

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement.

Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of seven (7) years, or longer if required by law, from the date of final payment under this Agreement.

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

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

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

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges Eadie and Payne LLP by another jurisdiction is grounds for City to terminate this Agreement.

20. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Eric Johnson, President **(Date)**

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

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

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

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

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

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

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

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

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

TO CONSULTANT:
Revenue & Cost Specialists, LLC.
1519 E Chapman Ave, Suite C
Fullerton, CA. 92831
Attn: Eric Johnson, President
(714) 992-9020

TO CITY:
CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Sharon Rahban Navizadeh, City Controller
City Controller Department
(310) 605-5678

Note: A copy of any notice provided to the Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

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

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

REVENUE & COST SPECIALISTS, LLC

Dated: _____ **By _____**
Eric Johnson, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Sharon Rahban Navizadeh, City Controller
City Controller Department

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

BID OPENING CHECK LIST:

DATE OF THE RFP OPENING: **January 19, 2023**

SUBMISSION DUE DATE: **January 19, 2023**

PROJECT: **2023 City Controller: Cost Allocation and User Fee Study**

PROJECT MANAGER/CONTACT PERSON: Sharon Rahban

	COMPANY	RFP BOND INCLUDED	RFP PRICE	DATE / TIME RECEIVED
2/14 -2 pm	Matrix Consulting Group			1/18/23 - 10:00am
2/16 11am	Revenue Cost, + Specialist, LLC.			1/18/23 - 12:38 p.m.
2/16 3pm	MGT			1/19/23 - 9:55 a.m

RFPs and Bids

2023 - City Controller: Cost Allocation and User Fee Study

Start Date: 01/09/2023

Close Date: 01/19/2023 4:30 PM

The City of Compton requests proposals from qualified bidders for professional services to perform studies related to: (1) overhead cost allocation to include full cost plan services and for internal use; and, (2) a City-wide user fee and changes for cost of services rate study. There is no expressed or implied obligation for the City of Compton to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

2022 - City Controller - Cost Allocation And User Fee Study

Return to full list >>

March 28, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **FIRE CHIEF**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH 72 HOUR, LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF ONE (1) NEW COMMAND VEHICLE FOR THE FIRE DEPARTMENT ($221,706.90)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order in an amount not to exceed Two Hundred Twenty-One Thousand Seven Hundred Six Dollars and Ninety Cents ($221,706.90) with 72 Hour, LLC dba National Auto Fleet Group for the purchase of One (1) Command Vehicle.

BACKGROUND

The City's Command Vehicles are over eight (8) years old or older and due to the high volume of emergency responses, the costs of repair to an aging fleet are continuing to increase.

STATEMENT OF THE ISSUE

On July 27, 2021, the City Council approved Resolution #25,531 allowing for the procurement of City-wide fleet vehicles. That resolution granted the Fire Department $76,832 for 1 (one) Paramedic Unit. However, a command vehicle is a greater need than a paramedic unit at this time due to the fact that we currently have two 2019 Paramedic Units and one additional 2023 Paramedic Unit will be delivered in March of this year.

An RFP (#091521) was published for one (1) Command Vehicle on July 28, 2021 and administered by Sourcewell through there Procurement Portal. Sourcewell is a State of Minnesota local government unit and service cooperative created a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada.

Evaluation began at the proposal opening by an evaluation committee and were awarded points through their points system. After reviewing the submitted proposal evaluations, staff recommends that the City purchase a new Command Vehicle from 72 Hour, LLC dba National Auto Fleet Group.

City Council approval is needed because the expenditure exceeds $25,000.00.

FINANCIAL IMPACT

The cost for One (1) Command Vehicle is Two Hundred Twenty-One Thousand Seven Hundred Six Dollars and Ninety Cents ($221,706.90). The budget shall be amended to receive Funds from Equipment Rental-Automotive Equipment and Measure P Fund Balance and the Fiscal Year 2022-2023 budget will need to be amended as follows:

From:

	Account Number	Description	Amount
	6000-720-000-4333	Equipment Rental-Automotive Equipment	$76,832.00
	Measure P Fund Balance		$144,874.90
To:	**Account Number**	**Description**	**Amount**
	1004-690-000-4334	Automotive Equipment	$221,706.90

RECOMMENDATION

Staff is recommending that the City Council adopt the attached resolution approve this and establish a Purchase Order with 72 Hour, LLC dba National Auto Fleet Group.

RONERICK SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH 72 HOUR, LLC DBA NATIONAL AUTO FLEET GROUP FOR THE PURCHASE OF ONE (1) NEW COMMAND VEHICLE FOR THE FIRE DEPARTMENT ($221,706.90)

WHEARAS, the Command Vehicles are essential for safe and efficient emergency response and incident command operations; and

WHEREAS, the Fire Department's Command Vehicles are over 8+ years old. Due to the high volume of Fire responses along with the continued increase in mileage, the yearly cost of repairs and maintenance has continued to increase; and

WHEAREAS, on July 27, 2021 City Council approved Resolution #25,531 allowing for the procurement of City-wide fleet vehicles. That resolution granted the Fire Department $76,832 for 1 (one) Paramedic Unit; and

WHEAREAS, a command vehicle is a greater need than a paramedic unit at this time due to the fact that we currently have two 2019 Paramedic Units and one additional 2023 Paramedic Unit will be delivered in March of this year**;** and

WHEREAS, Sourcewell (a State of Minnesota local government agency and service cooperative that offers cooperative procurement solutions to its members) was relied upon to facilitate the RFP process; and RFP (#091521) was published on July 28, 2021 for "Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories"; and

WHEREAS, the list of all awarded proposals was made publicly available on the Sourcewell Procurement Portal on September 15, 2021; and

WHEAREAS, based upon the proposal evaluation, it has been determined that 72 Hour, LLC dba National Auto Fleet Group submitted the most responsive bid to meet the needs of the Fire Department.

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

SECTION 1. That the bid/proposal of 72 Hour, LLC dba National Auto Fleet Group in the amount of $221,706.90 is hereby accepted.

SECTION 2. That the City Manager is hereby authorized to establish a purchase order in the amount of $221,706.90 to 72 Hour, LLC dba National Auto Fleet Group.

SECTION 3. That the Fire Departments 2022-2023 Fiscal Year Budget shall be amended to transfer funds between accounts as follows:

From:

Account Number	Description	Amount
6000-720-000-4333	Equipment Rental-Automotive Equipment	$76,832.00
Measure P Fund Balance		$144,874.90

To:	**Account Number**	**Description**	**Amount**
	1004-690-000-4334	Automotive Equipment	$221,706.90

SECTION 4. That the funds for this purchase order shall come from the Fire department's 2022-2023 Fiscal Year budget as follows:

Account Number	**Description**	**Amount**
1004-690-000-4334	Automotive Equipment	$221,706.90

SECTION 5. That a copy of this resolution shall be forwarded to the offices of the City Manager, City Attorney, City Clerk, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____ 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: **COUNCIL MEMBER-**
NOES: **COUNCIL MEMBER-**
ABSENT: **COUNCIL MEMBER-**
ABSTAIN: **COUNCIL MEMBER-**

_____
CITY CLERK OF THE CITY OF COMPTON

RFP #091521
REQUEST FOR PROPOSALS
for
Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Proposal Due Date: September 15, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than September 15, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	July 28, 2021
Pre-proposal Conference:	August 25, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	September 8, 2021, 4:30 p.m., Central Time
Proposal Due Date:	**September 15, 2021**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	September 15, 2021, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements, and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly-funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;

- Members of the Rural Municipalities of Alberta (RMA) and their represented Associations: MASH (municipalities, academic institutions, schools and hospitals) and MUSH (municipalities, universities, schools and hospitals) sectors, and other governmental agencies eligible to use the Sourcewell contracts. MASH and MUSH sector refers to regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities, as well as any corporation or entity owned or controlled by one or more of the preceding entities, including but not limited to represented associations, Saskatchewan Association of Rural Municipalities ("SARM"), Association of Manitoba Municipalities ("AMM"), Local Authorities Services/Association of Municipalities Ontario ("LAS/AMO", excluding the cities of Toronto and Ottawa), Nova Scotia Federation of Municipalities ("NSFM"), Federation of Prince Edward Island Municipalities ("FPEIM"), Municipalities Newfoundland Labrador ("MNL"), Union of New Brunswick Municipalities ("UNBM"), North West Territories Association of Communities ("NWTAC") and their members. RMA Participants may include all not-for-profit agencies for Canadian provinces and territories.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In the United States each state-level procurement department receives notice for possible re-posting.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories, including, but not to be limited to:

a. Vehicles of the following types and classifications:
    i. Automobiles: mini, subcompact, compact, coupe, sedan, and full-size;
    ii. Sport Utility Vehicles: cross-over, light duty, and heavy duty;
    iii. Vans: passenger and cargo;
    iv. Trucks: light duty, half ton, three-quarter ton, and one ton; and
    v. Vehicles of the varieties described in subsections 1. a. i – iv. above, with upfitting designed for Public Safety applications, such as equipment, lighting, technology, and accessories.

b. A wide range of vehicles by: 1) engine type, to include conventional internal combustion, natural gas or propane autogas, hybrid or alternative fuel, and electric powered solutions; 2) seating or cargo configurations, drive train options, and trim levels; and, 3) optional equipment offerings.

c. Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response.

2. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

a. Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories, And Supplies (RFP #022118);
b. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #022818);
c. Class 4-8 Chassis with Related Equipment, Accessories, and Services (RFP #060920);
d. School Buses with Related Accessories, Supplies, Parts, and Services (RFP #063020); and,
e. Electric Vehicle Supply Equipment and Related Services (RFP #042221).

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell desires the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four years, with an optional one year extension that may be offered based on the best interests of Sourcewell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD $300 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the

contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
4. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
   a. **Line-item Pricing** is pricing based on each individual product or services**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
   b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Supplier Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the

Sourcewell Procurement Portal Supplier Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Supplier Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

i) make any required adjustments to its proposal;
ii) acknowledge the addenda; and
iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Supplier Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
  - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Participating Entities' use.
  - A proposer's sales and service network to assure availability of product supply and coverage to meet Participating Entities' anticipated needs.
- Total evaluation scores.
- The attributes of proposers, and their equipment, products, or services, to assist Participating Entities achieve environmental and social requirements, preferences, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received no later than 10 calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

8/5/2021

Addendum No. 1
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We manufacture service bodies and do not sell complete vehicles. Can we bid our product as an accessory to the bid?

Answer 1:

Refer to RFP Section II. B. 1. c., "Proposers may include related equipment, accessories, supplies, parts, and services to the extent that the solutions are an incidental portion of the response." A proposal that does not include complete vehicles, of the types described in RFP Section II. B. 1. a., will be deemed non-responsive.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/5/2021, is required at the time of proposal submittal.

8/8/2021

Addendum No. 2
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are you accepting leasing options for this bid?

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/8/2021, is required at the time of proposal submittal.

8/23/2021
Addendum No. 3
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

I would like to see an example of line-item pricing for Sourcewell. Please provide.

Answer 1:

In the competitive process, Sourcewell cannot conduct research for, or expressly identify resources that may be relevant to, a proposer. A proposer may review a sampling of past pricing proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address: https://www.sourcewell-mn.gov/contract-search and use the list or search functions.

Question 2:

Where can I get a copy of the current contract pricing for the brand of vehicles that I offer?

Answer 2:

Each Sourcewell solicitation represents a separate and distinct opportunity. For examples of current Sourcewell-awarded contracts, refer to the link provided in Answer No. 1 above. Currently active contracts offering similar solutions were awarded under solicitation numbers 120716 and 060920.

End of Addendum
Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/23/2021, is required at the time of proposal submittal.

8/26/2021

Addendum No. 4
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The manufacturer that I represent has not developed pricing for the 2022 model year vehicles. Should pricing be presented for 2021 and 2022 models that have pricing, and a TBD associated with 2022 models that have yet to be priced by the manufacturer?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with its business methods and satisfies the requirements of RFP Section III. – Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Refer also to the Sourcewell contract template for additional details on the process for requesting a product or pricing change during the term of an awarded contract. A downloadable version of the contract template is found on the Bid Details page for this solicitation within the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 8/26/2021, is required at the time of proposal submittal.

9/7/2021

Addendum No. 5
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

We are requesting a clarification on Table 4 and Table 5. Could we include a reference from a fleet management company or a supplier we use?

Answer 1:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate the ability to serve Sourcewell participating entities and satisfy all requirements of the questionnaire tables.

Question 2:

Is it acceptable to provide a redline of the entire Sourcewell template contract?

Answer 2:

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. A proposer may elect to include additional supporting materials in its discretion.

Question 3:

Could a video be uploaded as additional content?

Answer 3:

It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal. Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.).

Question 4:

Can you elaborate on line item 71? Is there a list of subcategory titles that can be used for reference?

Answer 4:

It is left to the discretion of the proposer to identify subcategory descriptors that may be relevant to the proposer's offered equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on Tuesday, September 7, 2021 6:58 PM, is required at the time of proposal submittal.

9/8/2021

Addendum No. 6
Solicitation Number: RFP 091521
Solicitation Name: Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

With the ongoing supply chain delays related to Covid, microchip shortages, and across-the-industry shortages of raw materials, we respectfully request an extension to the submittal deadline.

Answer 1:

No extension of the due date is contemplated at this time.

Question 2:

In what format would you like financial stability to be verified?

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine how to best demonstrate its financial stability and satisfy all requirements of the questionnaire tables.

End of Addendum

Acknowledgement of this Addendum to RFP 091521 posted to the Sourcewell Procurement Portal on 9/8/2021, is required at the time of proposal submittal.

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Proposal Evaluation
Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories RFP #091521

	Possible Points	72 HOUR, LLC dba National Auto Fleet Group	CONTEMPORARY MOTOR CARS, INC.	Creative Bus Sales, Inc.	Davis Chevrolet, GMC, Buick, Ltd.	Donlen, LLC	GreenPower Motor Company, Inc.	Lithia Toyota of Billings II, LLC	Lordstown Motors Corp.	Mike Albert Leasing, Inc.	RO Truck & Equipment LLC DBA RO Bus Sales	Tesla, Inc.	TROPICAL FORD, INC.	VALLEY FORD TRUCK, INC.
Conformance to Terms/ Conditions to Include Documentation	50	46	33	38	34	38		34	37	36	35	40	38	41
Pricing	400	355	244	298	240	268		268	264	259	255	260	301	314
Financial, Industry and Marketplace Successes	75	66	56	63	47	49		50	46	55	58	60	55	64
Bidder's Ability to Sell/ Service Contract Nationally	100	84	66	79	60	72		70	59	70	64	82	65	77
Bidder's Marketing Plan	50	47	31	40	26	31		29	36	36	34	34	36	40
Value Added Attributes	75	61	43	45	49	58		49	64	49	48	65	56	53
Warranty Coverages and Information	50	43	37	40	38	39		41	41	38	38	44	41	39
Depth and Breadth of Offered Equipment, Products, or Services	200	176	134	146	155	154		149	133	156	156	143	160	166
Total Points	1,000	878	644	749	649	709		690	680	699	688	728	752	794
Rank Order		1	12	4	11	6		8	10	7	9	5	3	2

DocuSigned by:
James Voelker
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James Voelker, CPCM, CFCM, Procurement Lead Analyst

DocuSigned by:
Stephanie Haataja
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Stephanie Haataja, CPIM, Procurement Analyst

DocuSigned by:
Craig West
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Craig West, Procurement Analyst

DocuSigned by:
Tom Sharbonno
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Tom Sharbonno, Procurement Analyst

March 28, 2023

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING MARCH, 2023 AMERICAN RED CROSS AWARENESS MONTH**

SUMMARY

This resolution is presented to the City Council for consideration and approval to proclaim the month of March 2023 as “American Red Cross Awareness Month” in the City of Compton.

BACKGROUND

National Red Cross Month was first proclaimed in 1943 by President Franklin D. Roosevelt as a way to raise awareness of the organization and its humanitarian mission in the midst of the war. Since then, every president has designated March as American Red Cross Awareness Month.

STATEMENT OF ISSUE

In recent times, we have witnessed unprecedented disasters, beginning with COVID-19, wildfires that swept the Pacific Coast, and extreme winter storms that caused destructive flooding and prompted emergency evacuation. During trying times like these, people have stepped up to help others in need, whether it was responding to a disaster or rolling up their sleeves to give blood when our country faced a severe blood shortage. Here in the City of Compton, families have relied on the American Red Cross Disaster Response volunteers for comfort and hope while coping with disasters.

The American Red Cross, serving Compton, Greater Long Beach, South Bay, Metro, and Southeast Los Angeles, has supported local families in other ways as well, including supplying local hospitals with blood and convalescent plasma as a treatment to fight the COVID-19 virus.

The local branch of the American Red Cross, serving Greater Long Beach, South Bay, Metro, and Southeast Los Angeles, has provided disaster relief assistance to families by providing shelter, food, emotional support, and other necessities since 1917. The local branch, the American Red Cross serving Compton, Greater Long Beach, South Bay, Metro, and Southeast Los Angeles has provided family communications and other support to active duty members of the military, trained individuals locally in CPR, First Aid, water safety courses and other essential training. The American Red Cross has also

reconnected families worldwide separated by war or armed conflict.

This lifesaving work is vital to strengthening our community's resilience.

National Red Cross Awareness Month is a month-long observance recognizing the American Red Cross as a true reflection of the humanitarian and volunteer spirit. Nearly 200 years since the birth of America Red Cross, founder Clara Barton let us acknowledge those who continue to advance her noble legacy and ask others to join in their commitment to care for people in need. The month of March is a great time for people to become a part of the Red Cross by becoming volunteers, donating blood, or taking lifesaving skills classes.

FINANCIAL IMPACT

There is no fiscal impact in the adoption of this resolution.

RECOMMENDATION

Staff recommends that the City Council adopts the attached Resolution.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING MARCH, 2023 AMERICAN RED CROSS AWARENESS MONTH

WHEREAS, in 1943, President Franklin D. Roosevelt requested that "…during this Month of March, our people rededicate themselves to the splendid aims and activities of the Red Cross."; and

WHEREAS, in recent times, we have witnessed unprecedented disasters, beginning with COVID-19, wildfires that swept the pacific coast, and now extreme winter storms that have caused destructive flooding and prompted emergency evacuation; and

WHEREAS, during trying times like these, people have stepped up to help others in need, whether it was responding to a disaster or rolling up their sleeves to give blood when our country faced a severe blood shortage; and

WHEREAS, here in the City of Compton, families have relied on the American Red Cross Disaster Response volunteers for comfort and hope while coping with disasters; and

WHEREAS, the American Red Cross serving Compton, Greater Long Beach, South Bay, Metro and Southeast Los Angeles have supported local families in other ways as well, including supplying local hospitals with blood and convalescent plasma as a treatment to fight the COVID-19 virus; and

WHEREAS, this lifesaving work is vital to strengthening our community's resilience; and

WHEREAS, nearly 200 years since the birth of America Red Cross founder Clara Barton, let us acknowledge those who continue to advance her noble legacy, and ask others to join in their commitment to care for people in need.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

SECTION 1. That the City of Compton does hereby proclaim March 2023 as American Red Cross Awareness Month and encourages all Americans to reach out and support its humanitarian mission.

SECTION 2. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Clerk, City Attorney and mailed to Compton's American Red Cross branch.

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

ADOPTED this _____ day of _____, 2023.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

March 28, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND APPROVING THE SUBSTANTIAL AMENDEMENT TO THE 2021 ANNUAL ACTION PLAN APPROVING THE HOME – AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT 2022-2023 ANNUAL BUDGET**

SUMMARY

Staff requests City Council to adopt and authorize the City Manager to submit to the U.S. Department of Housing and Urban Development (HUD) and amend the Community Development Department 2022-2023 annual budget, the HOME-American Rescue Plan (ARP) that includes use of funds for the HOME Investment Partnerships Program (HOME) and execute all documents as required.

BACKGROUND

As a part of the American Rescue Plan, the City of Compton was allocated a one-time allocation of HOME-American Rescue Plan (ARP) funding in the amount of $1,988,847. The HOME-American Rescue Plan (ARP) funds was provided to assist individuals or households who are homeless, at risk of homelessness, and other vulnerable populations, by providing housing, rental assistance, support services, and non-congregate shelter to reduce homeless and increase housing stability. These grant funds are to be administered through HUD's HOME Investment Partnerships Program (HOME). These one-time funds are in addition to the City's annual allocation of HOME funds.

In accordance with HUD requirements, staff prepared the draft HOME-ARP Plan for public review and comment prior to City Council approval. As part of the planning process, the 15-day public review period and public hearing notification was published in the Compton Bulletin Newspaper on March 1, 2023.

HOME-ARP funds can be used for four eligible activities:

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Support Services, including services defined at 24 CFR 578.53 (e), homeless prevention services, and housing counseling.

- Purchase and Development of Non-Congregate Shelter. These structures can remain in use as non-congregate shelter or can be converted to: 1) emergency shelter under the Emergency Solutions Grant program; 2) permanent housing under the Continuum of Care; or 3) affordable housing under the HOME Program.

HOME-ARP funds must be used following qualifying populations:

- Homeless, as defined in section 103 (a) of the McKinney-Vento Homeless Assistant Act (42 U.S.C. 11302(a));
- At-risk of homelessness, as defined in section 401 (1) of the Mc Kinney-Vento Homeless Assistance Act (42 U.S.C. 11360(1));
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking, as defined by the Secretary;
- In other populations where support services or assistance under section 212(a) of the Act (42 U.S.C. 12742 (a)) would prevent the family's homelessness or would serve those with the greatest risk of housing instability;
- Veterans and families that include a veteran family member that meet one of the preceding criteria.

HOME-ARP proposed activities are as follows:

	HOME-ARP Plan	AMOUNT
1	HOME-ARP Program Administration and Operating Funds (15%)	$298,327.05
2	Salaries	$150,000.00
3	Other Professional Services	$148,327.05
4	Supportive Services	$990,519.95
5	Tenant Based Rental Assistance	$700,000.00
	TOTAL	**$1,988,847**

- Support Service and Tenant-Based Rental Assistance activities will be determined at a later date and brought back to City Council for approval.

STATEMENT OF ISSUE

In order for the City of Compton to receive the HOME-ARP funds, it is required to approve and submit a plan which includes all necessary support documentation and the proposed use of federal funds. The deadline to submit our substantial amendment is March 31, 2023.

FISCAL IMPACT

The General Fund will not be negatively impacted by the proposed HOME-ARP Plan. That the Community Development Department fiscal year 2023- 2024 budget shall increase and expenditures shall increase as follow:

INCREASE REVENUE:

Account No:	Description:	Amount
2823-780-000-3583	HUD Revenue	$1,988,847

INCREASE EXPENDITURES:

Account No:	Description:	Amount
2823-780-000-4101	Salaries - Permanent	$150,000.00
2823-780-000-4269	Other Professional Services	$148,327.05
2823-780-000-4289	Contribution to Other Agencies	$990,519.95
2823-780-000-4205	Grants Div. – Rental Assistance	$700,000.00

RECOMMENDATIONS

Staff recommends that City Council adopt the proposed HOME-ARP Plan; and authorize the City Manager to submit the grant application and Plan to HUD; authorize the City Manager to execute agreements and implement all proposed programs included in the HOME-ARP Plan; and include the identified programs and funding allocations in the City's 2023-2024 budget.

TURMEL WOODS
GRANTS COMPLIANCE MANAGER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND APPROVING THE SUBSTANTIAL AMENDMENT TO THE 2021 ANNUAL ACTION PLAN APPROVING THE HOME - AMERICAN RESCUE PLAN (HOME-ARP) ALLOCATION AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) AND AMENDING THE COMMUNITY DEVELOPMENT DEPARTMENT 2022-2023 ANNUAL BUDGET

WHEREAS, HUD's HOME- American Rescue Plan (ARP) federal grant allocation for the City of Compton is One Million, Nine Hundred Eighty-Eight Thousand, Eight Hundred and Forty-Seven Dollars ($1,988,847.00). These grant funds are to be administered through HUD's HOME Investment Partnerships Program (HOME). These one-time funds are in addition to the City's annual allocation of HOME funds; and

WHEREAS, in order to be eligible to receive the federal funds, the City must develop a HOME-ARP Plan and submit to HUD, the planning and application elements for the HOME programs; and

WHEREAS, HUD requires that citizens be given the opportunity to comment on the City's proposed HOME- ARP Plan, and in compliance the City has provided copies of the Draft Plan for public view, in the Office of the City Clerk, Compton Grants Division and the Compton Public Library; and

WHEREAS, the City noticed the availability of the Draft HOME-ARP Plan for public view and comment in the Compton Bulletin Newspaper and informed citizens that they had an option to call, email and submit written comments on the proposed Plan; and

WHEREAS, the City will hold an public hearing on March 28, 2023 to obtain citizen input and comments on the draft HOME-ARP Plan and proposed activities.

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

Section 1: That the City Council shall adopt and approve the substantial amendment to the 2021 Annual Action Plan funding recommendations of the draft HOME-ARP Plan as follows:

	HOME-ARP Plan	AMOUNT
1	HOME-ARP Program Administration and Operating Funds (15%)	$298,327.05
2	*Salaries	$150,000.00
3	*Other Professional Services	$148,327.05
4	*Supportive Services	$990,519.95
5	*Tenant-Based Rental Assistance	$700,000.00
	TOTAL	**$1,988,847**

Section 2. That the City Manager is authorized to submit the HOME-ARP Plan to the Department of Housing and Urban Development.

Section 3. That the City Manager is authorized to execute all necessary documents and implement all programs included in the HOME-ARP Plan.

Section 4. That the HUD HOME-ARP allocation will not negatively impact the general fund. The Community Development Department fiscal year 2022-2023 annual budget shall be amended, while revenue and expenditures shall increase as follow:

INCREASE REVENUE:

Account No:	**Description:**	**Amount**
2823-780-000-3583	HUD Revenue	$1,988,847

INCREASE EXPENDITURES:

Account No:	**Description:**	**Amount**
2823-780-000-4101	Salaries - Permanent	$150,000.00
2823-780-000-4269	Other Professional Services	$148,327.05
2823-780-000-4289	Contribution to Other Agencies	$990,519.95
2823-780-000-4205	Grants Div. – Rental Assistance	$700,000.00

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

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Manager, Grants Division, City Attorney, and City Controller.

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

HOME-ARP ALLOCATION PLAN

MARCH 2023

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Guidance

To address the need for homelessness assistance and supportive services, Congress appropriated $5 billion in American Rescue Plan (ARP) funds to be administered through the HOME program and primarily benefit individuals and families in specified HOME-ARP "qualifying populations." The City of Compton has been allocated $1,988,847 in HOME-ARP funding for use in eligible activities from September 13, 2021- September 30, 2030. HOME-ARP funds can be used for the following primary activities: (1) development and support of affordable housing, (2) tenant-based rental assistance (TBRA), (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units. A participating jurisdiction may use up to 10% of the award for Nonprofit Operating and Capacity Building Assistance and 15% of the award for Administration and Planning.

To receive the HOME-ARP funds, a participating jurisdiction (PJ) must submit an allocation plan to the U.S. Department of Housing and Urban Development (HUD). The PJ must engage in consultation and public participation processes to develop the allocation plan. Traditionally, this allocation plan would be submitted as a substantial amendment to the annual action plan submitted by PJs that administer a HOME program. Since Compton receives annual HOME funds, it is required that the City submits a substantial amendment to HUD. Therefore, Compton is submitting the allocation plan as a substantial amendment to its annual action plan to receive HOME-ARP funds. The allocation plan format follows a prescribed HUD template, so some information is presented in multiple sections.

The HOME-ARP allocation plan must describe how the PJ intends to distribute HOME-ARP funds, including how it will use these funds to address the needs of HOME-ARP qualifying population. A PJ's HOME-ARP allocation plan must Include:

- A summary of the consultation process and results of upfront consultation.
- A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reasons why;
- A description of HOME-ARP qualifying populations within the jurisdiction;
- An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
- A summary of the planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
- An estimate of the number of housing units for qualifying populations the PJ will produce or preserve with its HOME-ARP allocation; and
- A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population.

Compton conducted significant consultation with the general public, homeless-related non-profit agencies, government agencies and the Los Angeles County Continuum of Care (CoC) in preparing the HOME-ARP allocation plan.

Consultation

Before developing its plan, a PJ must consult with the Continuum of Care (CoCs) serving the jurisdiction's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities. Local PJs must consult with all PHAs (including statewide or regional PHAs) and CoCs servicing the jurisdiction.

Summarize the Consultation Process.

The City consulted with public and private entities to gather the data necessary for the preparation of this Plan. These stakeholders have relevant knowledge that can speak to the needs, service gaps, and potential activities that would best benefit the qualifying populations. The City of Compton solicited feedback through an electronic consultation packet sent to all local agencies consisting of "QPs" related questions and a supplemental survey went out local businesses and community members. The consultation packet questions, and survey can be found in Appendix A.

Staff distributed the consultation questions to over 15 local agencies within the organizations listed below and requested feedback from said agencies regarding utilization of HOME-ARP funds and gaps in the service delivery system within the City of Compton. The supplemental survey consists of 40 questions intended to quantify the perspectives of the consulted agencies, businesses, and community members regarding the preferred use of the HOME-ARP funds. The city received survey responses from February 24, 2023, until March 10, 2023. Survey results were presented to the City's Community Relations Committee on March 14, 2023, for the Committee to provide feedback and fulfill consultation guidelines. The Community Relations Committee addresses the needs of the City's veterans, homeless population, adults with developmental disabilities, and children with special needs. The survey responses are available in Appendix B and are referenced throughout this document.

To fulfill the CoC consultation requirement, City staff participated in a zoom meeting hosted by Volunteers of America (VOA) on March 1, 2023. VOA also provide recommendation on how the city should utilizes the HOME-ARP funding. VOA recommended three uses for funding: supportive services, development of affordable housing and tenant-based rental assistance (TBRA) services. It should be noted that VOA recommendations are generalized for Greater Los Angeles in its jurisdiction – including the City of Compton – and therefore do not take into account the unique homeless landscape of Los Angeles County's South Los Angeles region, locally referred to as Service Planning Area 6 (SPA 6), and in the City of Compton.

List the Organizations Consulted, and Summarize the Feedback Received from these Entities.

Agency / Org Consulted	Type of Agency	Feedback
Compton Housing Authority	Public Housing Authority	• Funding for Supportive Services • Funding for affordable housing • Funding for rental assistance
Compton Initiative	Home Renovations Services	• Funding for Supportive Services
Angels for Sight	Vision Care Services	• Funding for Supportive Services
Perfected Woman	Food Service Provider	• Funding for Supportive Services • Funding for rental assistance
Children's Dental Clinic	Dental Care Services	• Funding for Supportive Services
Champion of Caring Connection Inc.	Homeless Services	• Funding for Supportive Services
Volunteers of America	Continuum of Care agency Veteran Services	• Funding for Supportive Services • Funding for rental services
The Children's Clinic	Health Care Services	• Funding for Supportive Services
Legal Aid	Domestic Violence Prevention Services	• Funding for Supportive Services
El Nido Family Center	Counseling Services	• Funding for Supportive Services
Soledad Enrichment Action Inc.	Resource and Support Services	• Funding for Supportive Services
Compton Unified School District	Other: local school district	• Funding for Supportive Services

Public Participation

PJs must provide for and encourage citizen participation in the development of the HOME-ARP allocation plan. Before submission of the plan, PJs must provide residents with reasonable notice and an opportunity to comment on the proposed HOME-ARP allocation plan **of no less than 15 calendar days**. The PJ must follow its adopted requirements for "reasonable notice and an opportunity to comment" for plan amendments in its current citizen participation plan. In addition, PJs must hold **at least one public hearing** during the development of the HOME-ARP allocation plan and prior to submission.

For the purposes of HOME-ARP, PJs are required to make the following information available to the public:

- The amount of HOME-ARP the PJ will receive, and
- The range of activities the PJ may undertake.

Describe the public participation process, including the information about the dates of the public comment period and public hearing(s) held during the development of the plan.

- Public comment period: Start Date- **3/08/2023** End Date- **3/28/2023**
- Public hearing: **3/28/2023**

To encourage citizen participation in the development of the allocation plan, the City has provided residents with the opportunity to comment on the proposed HOME-ARP allocation plan during the two separate occasions. The first opportunity was the distribution of the community survey which was released on February 24, 2023. The purpose of the community survey was to include the community in the consultations and for the public to provide feedback. Information regarding the commission consultation was made available to the public on February 28, 2023 and the community was able to provide feedback from February 24, 2023 – March 10, 2023. All comments received from the survey are included in this plan.

The additional opportunity for the public to participate is during a public comment period of no less than 15 calendar days. The public comment period begins on March 06, 2023 and will conclude on March 28, 2023. On March 28, 2023, the allocation plan will be brought to the Compton City Council for a public hearing prior to submission. During the public hearing, staff will discuss the development of the HOME- ARP allocation plan, which incorporates information and discussion of community needs and eligible activities related to HOME-ARP, along with an opportunity for the public to provide comments on the proposed activities. Comments from this public hearing will be available following the hearing through the City Clerk's office.

Describe any efforts to broaden public participation.

To broaden public participation two approaches were taken: (1) broaden scope of consultation groups and (2) presentation to the Community Relations Committee. Compton expanded the consultation groups to include those not explicitly stated in the HOME-ARP requirements. Staff consulted with the local medical centers, school districts, and mental health advocates. Compton understands the multifaceted issues facing the qualifying populations and wanted to consult with organizations that understand and serve those populations as well to complete a well-rounded understanding of the needs of our community.

Staff from the Community Development Department presented the results of the consultations to the Community Relations Committee to elicit additional public comment. The Community report was made available for the public on February 24, 2023 and was presented to the Committee on February 28, 2023. All comments received from the public during the Community meeting are included in this plan. In addition to the Community Relations Committee, a public notice advertising the availability of the HOME- ARP allocation plan and public hearing was published on March 1, 2023, in the local newspaper The Compton Bulletin.

A PJ Must Consider Any Comments or Views of Residents Received in Writing, or Orally at a Public Hearing, When Preparing the HOME-ARP Allocation Plan.

Summarize the comments and recommendations received through the public participation process.

Comments and recommendations received through public participation will be included as they are received.

Summarize any comments or recommendations not accepted and state the reasons why.

Community Relations Committee - All comments or recommendations were accepted from the Community Relations Committee meeting held on February 21, 2023. One member of the committee stated that he would like to see the funds utilized for support services. Specifically, the member commented that the funds should be allocated to invest in tenant-based rental assistance programs. No members of the public provided feedback during this meeting.

Public Hearing - The Public Hearing is scheduled for March 28, 2023. This section will be completed after the Public Hearing takes place.

Needs Assessment and Gaps Analysis

PJs must evaluate the size and demographic composition of qualifying populations within its boundaries and assess the unmet needs of those populations. In addition, a PJ must identify any gaps within its current shelter and housing inventory as well as the service delivery system. A PJ should use current data, including point in time count, housing inventory count or other data available through CoCs, and consultations with service providers to quantify the individuals and families in the qualifying populations and their need for additional housing, shelter, or services.

Describe the size and demographic composition of qualifying populations within the PJ's boundaries.

Homeless

Every year, LAHSA conducts a Point in Time count to create a census of unsheltered and sheltered individuals/families experiencing homelessness within Los Angeles County. According to the 2022 Point in Time count, there were 644 people experiencing homelessness in Compton. This represents a 260% increase from 2017.1 The 2022 Homeless Count information is the most current data that the City of Compton has due to the cancellation of the 2021 Homeless Count. Table 1 shows the demographic distribution of people experiencing homelessness within the City of Compton. As shows in Graph A, although the number of sheltered individuals has increased,

there is not adequate shelter for those experiencing homelessness in Compton. Of the 644 people experiencing homelessness, 238 are sheltered.

[1] *LAHSA reports the 2022 Homeless Count data at 644 total.*

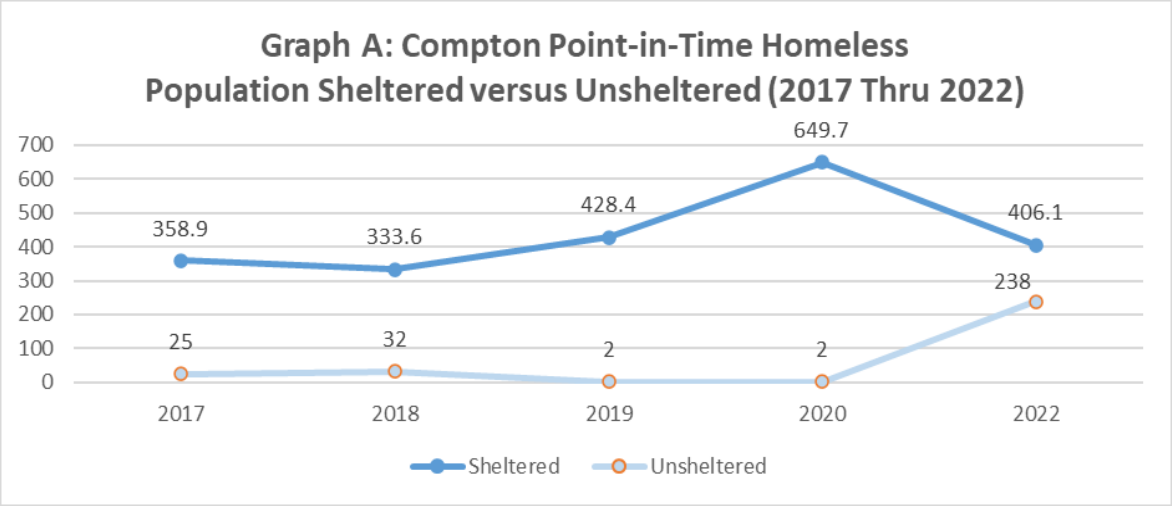


Table 1: Compton Homelessness Snapshot for 2022 Point in Time Count[1]

Location	Living Situation	2017	2018	2019	2020	2022
Unsheltered Street	Adults on Street	61	62	112	133	139
	Unaccompanied Minors on Street	0	0	0	0	0
	Make-Shit Shelters	31	41	49	79	22
	Tents	4	7	12	34	8
Unsheltered Vehicle	Cars	39	68	37	74	71
	Vans	69	36	32	96	31
	RVs	155	119	186	234	135
Sheltered	Emergency Shelter		32	2	2	238
	Transitional Shelter	25				
Total		**384**	**365**	**430**	**652**	**644**

LAHSA provides more detailed data regarding the demographics of people experiencing homelessness at the SPA (Service Planning Area) level. There are eight SPAs in Los Angeles County; Compton is located in SPA 6. Table 2 shows the demographic breakdown of individuals/families experiencing homelessness within SPA 6. The population of people experiencing homelessness in SPA 6 is majority individual, male, aged 25-54, and living in a vehicle.

Table 2 South Los Angeles Homelessness Snapshot for 2022 Point in Time Count[2]

Ages	**Total**	**Percentag**
<18	2,318	16%
18-24	562	4%
25-54	1,422	62%
55-61	1,455	10%
62+	1,328	9%
Gender Identity	**Total**	**Percentag**
Male*	8,976	61%
Female*	5,500	38%
Transgender *includes transgender	226	2%
Shelter Status	**Total**	**Percentag**
Streets, tents, or make-shift shelters	1,070	4%
Cars, vans, campers, or RV's	3,394	19%
Shelters (including motel vouchers)	53	28%
Who is experiencing homelessness in the South Los Angeles	**Total**	**Percentag**
Individuals	10,643	73%
Families with minor-aged children	2,136	18%
Substance use disorder	2,448	20%
Veterans	316	2%
Persons experiencing chronic homelessness	4,643	32%
Have serious mental illness	1,869	22%
Have a physical disability	1,523	17%
Have experienced domestic violence	2,350	26%

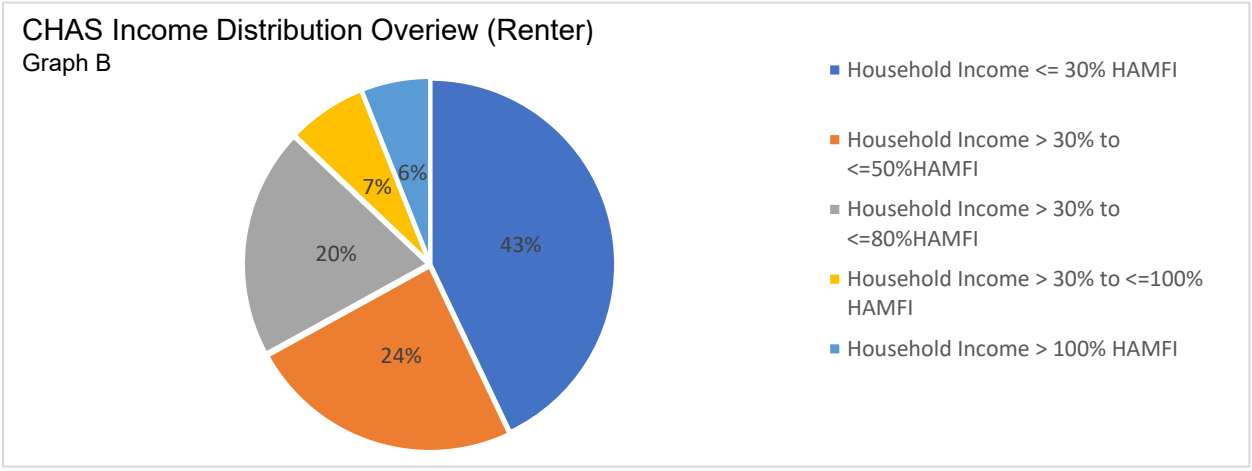
[2] Source: LAHSA reports 2022 South Los Angeles Homeless Count

At Risk of Homelessness

HUD receives custom tabulations of American Community Survey (ACS) data from the U.S. Census Bureau. This data, known as the "CHAS" data (Comprehensive Housing Affordability Strategy), quantifies the extent of housing problems and housing needs, particularly for low-income households. The most current CHAS data is from the 2014-2018 ACS. The City of Compton anticipates that the number of households with a cost burden has increased since 2018 due to the economic results of the COVID-19 pandemic.

The CHAS data shows that Compton has 2,200 property owners and 4,715 renters below 30% of HUD Area Median Family Income (HAMFI). This figure represents 29% of all Compton households.[3] The income distribution of renter households is shown in Graph B (below); 14.4% of Compton renter households are at or below 30% HAMFI.

CHAS Income Distribution Overiew (Renter)
Graph B



Of the 4,715 below 30% HAMFI renter households, 7,755 (71%) have at least 1 of the 4 HUD defined "housing problem" [4]. The 4 housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%. A household is considered to be experiencing a cost burden if it spends more than 30% of its gross income on housing and experiencing a severe cost burden if it spends more than 50% of its gross income on housing. Cost burden is determined by the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). 2,530 (74%) of the below 30% HAMFI renter households are paying over 30% of their household income on rent and utilities.[5] 3,845 (35%) of the below 30% HAMFI renter households are paying over 50% of their household income on rent and utilities.[6]

[3] Source: CHAS
[4] Source: CHAS
[5] Source: CHAS
[6] Source: CHAS

As of 2022, the City of Compton Housing Authority currently has 586 housing choice voucher participants and 5,897 applicants on the waiting list.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking

In Los Angeles, 49% of unsheltered adult women report a history of intimate partner violence in their lifetime.[7] There are Room Key Programs under HOPICS that provide emergency shelters and transitional housing programs throughout SPA 6 that assist domestic violence victims, their family members and pets. Based on the 2022 Homeless Count, 2,350 people experiencing homelessness in SPA 6 had experienced domestic violence/intimate partner violence.8 This represents 29% of the total of people over 18 experiencing homelessness in SPA 6.

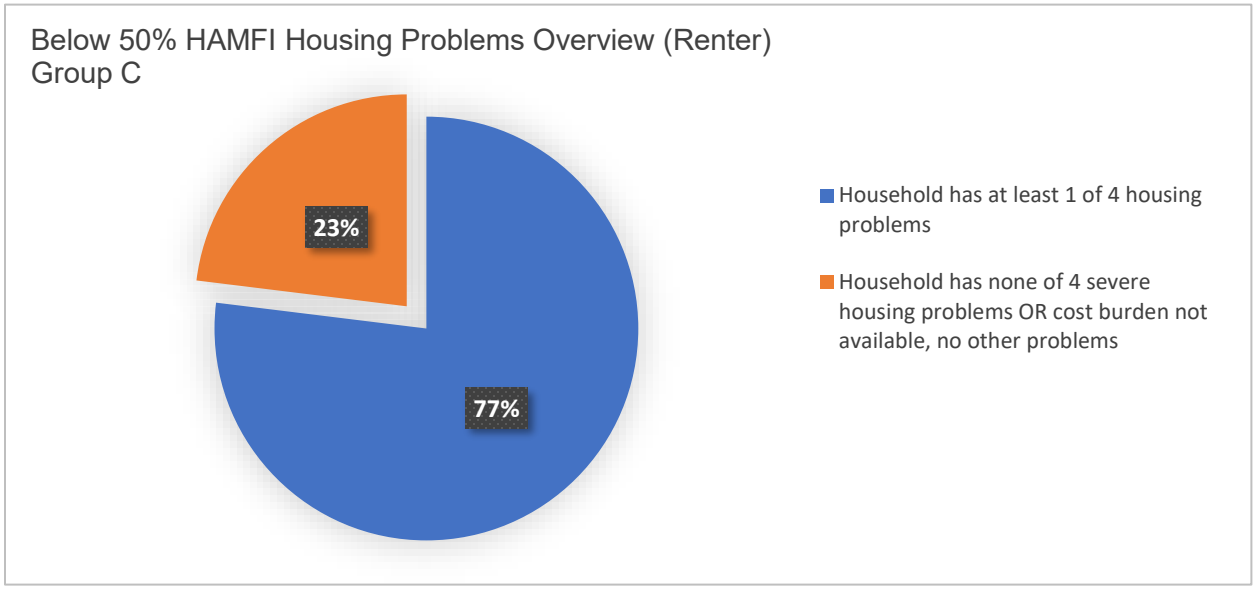
Other Families Requiring Services or Housing Assistance to Prevent Homelessness

The HOME-ARP notice defines this category as households (i.e., individuals and families) who have previous been qualified as "homeless" as defined in 24 CFR 91.5, are currently housed due to temporary or emergency assistance, including financial assistance, services, temporary rental assistance or some type of other assistance to allow the household to be housed, and who need additional housing assistance or supportive services to avoid a return to homelessness.

Other Populations At Greatest Risk of Housing Instability

The HOME-ARP notice defines "Other Populations At Greatest Risk of Housing Instability" in two ways. The first is "has annual income that is less than or equal to 30% of the area median income, as determined by HUD and is experiencing severe cost burden (i.e., is paying more than 50% of monthly household income toward housing cost)." [9] Of the 4,715 below 30% HAMFI renter households in Compton, 3,210 are experiencing a severe cost burden (68%).[10]

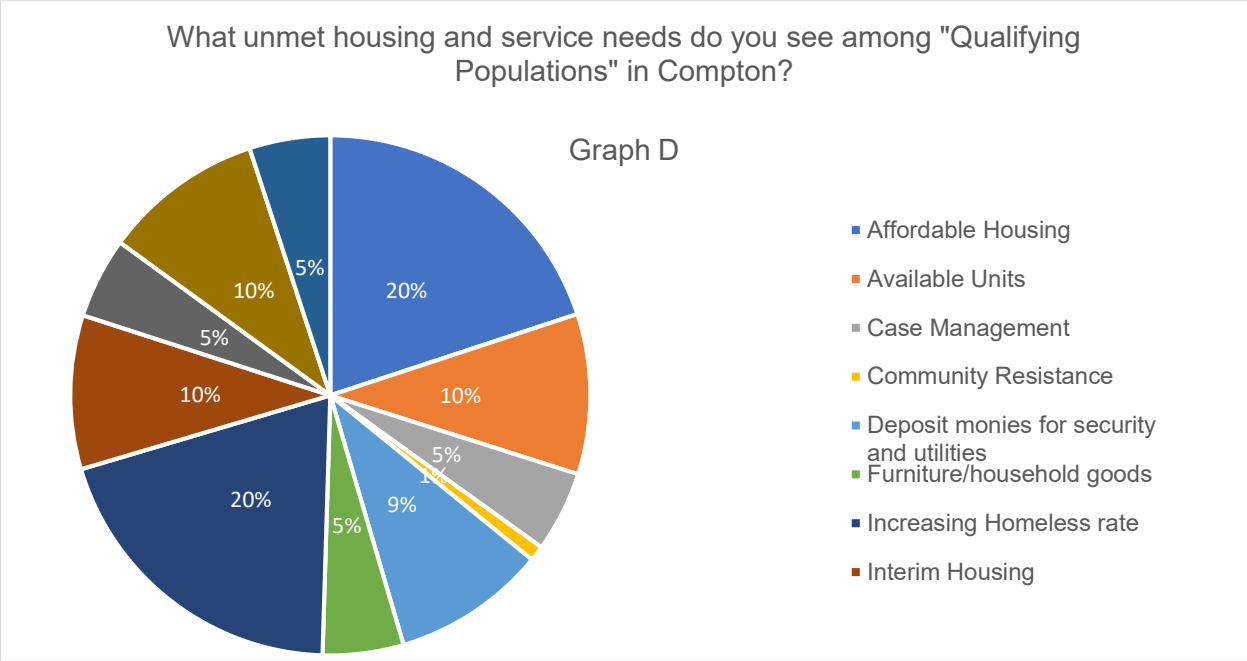
The second definition is that the household has annual income that is less than or equal to 50% of the area median income, as determined by HUD, and meets one of the conditions of "At risk of Homelessness." The CHAS data does not have the same "at risk of homelessness" conditions as HOME-ARP. However, 2,530 of the 10,975 50% HAMFI or below renter household reported one of the four housing problems (incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%).[11] This data is shown in Graph C (below).



Describe the unmet housing and service needs of qualifying populations, including but not limited to:

- Sheltered and unsheltered homeless populations;
- Those currently housed populations at risk of homelessness;
- Other families requiring services or housing assistance or to prevent homelessness; and,
- Those at greatest risk of housing instability or in unstable housing situations

In the consultation packets provided to the electronically consulted organizations, organizations were asked to provide what the needs and gaps were for the qualifying populations that they serve. The responses included: (1) affordable housing, (2) available units, (3) case management, (4) community resistance, (5) increasing rate of homelessness, (6) interim housing, and (7) landlord- service provider relationships. This data is shown in Graph D (below).



Available & Affordable Housing

The first unmet housing and service need identified by the consulted organizations was affordable housing and available units. Table 3 shows the gap for households below 30% HAMFI and below 50% HAMFI. Based on the current CHAS data, the gap for households below 30% HAMFI total 3,505 households. Households below 50% HAMFI have a gap of 1,455 households.

Table 3: Compton Homeless Needs Inventory-Rent Affordability Gap			
Non-Homeless	Current Inventory	Level of Need	Gap Analysis
	# of units	**# of households**	**# of households**
Source: Comprehensive Housing Affordability Strategy (CHAS), 2015-2019			
Total Rental Units	10,975		
Rental Units Affordable to HH at 30% HAMFI	650		
Rental Units Affordable to HH at 30-50% HAMFI	755		
0%-30% HAMFI Renter HH w/1 or more housing problems		4,155	
30%-50% HAMFI Renter HH w/1 of more housing problems		2,210	
Current Gap for HH below 30% HAMFI			3,505
Current Gap for HH below 30-50% HAMFI			1,455

The City's population has steadily increased in the last 25 years at approximately 3 percent over each decade; however, the number of housing units has not kept equal pace. Most of the population growth was adsorbed by existing households. Compton's average household size increased from 3.78 persons per housing unit in 1980 to 4.23 persons per housing unit in 2015 (according to the DOF). By comparison, Los Angeles County has 3.0 persons per household, based on 2009-2013 American Community Survey five-year estimates (2009-2013 ACS).[12]

According to the 2013 -2017 ACS, the City of Compton's housing vacancy rate is estimated at 4.9%, which is below the 2010 countywide rate of 5.8%. Compton's vacancy rate is 1.5 among owner-occupied units and 3.3% among renter occupied units, versus countywide vacancy rate of 3.8%. These rates are lower than 2013 rates in Compton, which was 8 percent for all unit. Still, the overall housing vacancy rates in the community appear to be optimal.[13]

According to the 2017-2021 ACS, the median contract rent was $1,329 per month in Compton, compared to $1,653 for Los Angeles County.12 Approximately 34 homes/townhomes were available for rent as of September 2021 according to Zillow.com, and 75 apartments were listed for rent. At the same time as housing prices have increased, the price of rental listings has also

increased over the ACS estimates, and indicate the following range and average (where several units are available in a single category) of rental rates as of September 2021:13

- Studio apartment: $1,083 - $1,400,
- One-bedroom apartment: $1,291 - $1,607, average $1,545
- Two-bedroom apartment: $1,845 - $2,170 average $2,100
- Three-bedroom apartment: $2,244 - $2,812, average $2,400
- Two-bedroom homes/townhomes: $2,127 - $2,950, average $2,500
- Three-bedroom homes/townhomes: $3,050 - $3,300, average $3,250
- Four-bedroom house: $3,125 - $3,200
- Five-bedroom house: $3,600

Additionally, none of the organizations consulted through the electronic consultation packet stated that they provide affordable housing. The City of Compton is one of eight independent SPA 6 cities that has its own public housing agency. Compton Housing administers two HUD voucher programs: Housing Choice Vouchers (HCV,) and Emergency Housing Vouchers (EHV, 53 allocated). The EHV program provides rental assistance for households experiencing homelessness, at risk of homelessness, recently homeless, and fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking. These types of programs bridge the gap between market rate units and affordable housing units. One of the goals of the City's Homeless Plan is to leverage existing City resources to focus on homelessness or prevention programs.

[12] Source: City of Compton Housing Element 2013-2021
[13] Source: City of Compton Housing Element 2013-2021

Supportive Services: Sheltered and Unsheltered Homeless Population

From 2017 to 2022, overall homelessness in the City of Compton grew dramatically by over 260%. Of the 644 people experiencing homelessness, 237 are experiencing vehicular homelessness, 169 experiencing street homelessness, and 238 experiencing sheltered homelessness. People experiencing unsheltered homelessness are at a great risk of continued harm due to higher rates of morbidity and mortality resulting from pre-existing conditions, exposure to the elements, lack of access to healthcare, and elevated rates of hospitalizations with longer, more complex hospital stays. The process of resolving homelessness is complicated and takes a substantial amount of time and resources compared to that for people receiving temporary shelter.

It is important to connect people with the right level of services to ensure their success in combating homelessness. Housing options must be flexible, client-centered, easily accessible, and paired with support services necessary to help clients remain in housing for the long term. Returning to homelessness after a housing placement is re-traumatizing for the families and inefficient use of assistance resources. The unsheltered homeless population needs case management referrals to medical services, mental health and substance use disorder treatments, permanent supportive housing, and interim housing. The sheltered homeless population needs housing navigation, referrals to tenant - based rental assistance, job training, and referrals to medical services, mental health and substance use disorder treatments.

The city relies heavily on the Los Angeles County Coordinated Entry System (CES) to provide resources for those experiencing homelessness within city-limits. Currently, Compton works closely with LAHSA and HOPICS to provide case management for the entire City. As mentioned previously, the City of Compton has an allocation of 53 Emergency Housing Vouchers (EHVs),

but this HUD program does not provide case management funding. LAHSA recommends that PJs consider using HOME-ARP funding for supportive service needs to fill this gap. These include housing navigation services to assist with locating and securing a housing unit for people experiencing homelessness, as well as tenant retention services to support the success of tenants and landlords once they are housed using an EHV. In alignment with the information above regarding the availability of subsidies, this recommendation encourages the use of funds to pair supportive services with EHVs, namely Navigators. During office hours provided by LAHSA to discuss the jurisdictions allocation plan, LAHSA was in support for the use of funds for supportive services that the City indicates throughout the allocation plan. Additionally, many of the unmet housing and service needs identified by the consulted organizations: case management, deposit funding, mental health services, and landlord/service provider relationships are all covered under the HOME-ARP supportive services use.[14]

[14] Source: Electronic Consultation Survey
[14] Source: Los Angeles Homeless Service Authority

Individuals and Families at Risk of Homelessness

HUD defines those at risk of homelessness as individuals and families who have an income below 30% of the area median income (AMI), do not have sufficient resources or support networks to prevent them from becoming homeless, or live with instability, like moving two or more times during the last 60 days due to economic reasons. Using HUD's 2015-2019 CHAS data, Compton has 6,915 households at or below 30% HAMFI, making up 29% of Compton's households. 20% of all households with incomes at or below 30% HAMFI are renter households. Tenant based rental assistance programs can bridge the gap between market rate rents and tenant income, thus preventing homelessness. Many tenants based rental assistance programs are targeted to families that are at risk of homelessness. However, after consultation, all electronically consulted organizations believed that the city should consider using the HOME-ARP funding for rental assistance. 15 Another unmet housing need within this population is supportive services. Through supportive services, individuals, and families at risk of homelessness can be matched to resources within the CoC that can help address the affordability gap.

Fleeing or Attempting to Flee Domestic Violence or Human Trafficking

There are four agencies providing emergency shelters and transitional housing programs throughout SPA 6 that assist domestic violence victims, their family members, and pets. In addition to housing accommodations, there are various additional services provided such as counseling and advocacy assistance. Domestic violence or human trafficking survivors often lack easy access to short-term shelter and quick access to medical and mental health services. In addition, there are only informal networks to connect survivors to job opportunities. Without economic dependence, many survivors are caught in abusive relationships and the gains they make with traditional social services are not fully realized. The consulted Volunteers of America stated that the major unmet housing needs for survivors are availability of affordable housing and shelter/interim housing beds for survivors. Additionally, Volunteers of America supported the use of HOME-ARP for development of affordable housing, supportive services, and tenant based rental assistance.

Residents Living in Housing Instability or In Unstable Housing Situations

HOME –ARP qualifying populations also include other populations who have previously qualified as homeless, are currently housed with temporary or emergency assistance, and who need additional housing assistance or supportive services to avoid a return to homelessness. In addition, HUD defines those at greatest risk of housing instability as households that have an annual income less than 30% AMI and are experiencing severe cost burden or have an income less than 50% AMI and meet a certain condition, like living in someone else's home or living in a hotel due to an economic hardship. Many renters in Compton experience various housing challenges. A total of 54% of all Compton renters have housing problems or severe housing problems.[16] HUD defines housing problems as a household that has one or more of the following: lacking a kitchen sink or plumbing, having more than one person per room, or being housing cost burdened at 30% or more. The unmet housing need of this population is affordable and available housing that does not exceed 30% of the household income. This can be achieved through the development of affordable housing or tenant based rental assistance. Oftentimes, households require supportive services to help find housing resources, pay for security deposits, and address other gaps within the household's housing situation.

[15] Source: Electronic Consultation Survey
[16] Source: CHAS

Other households requiring services or housing assistance or to prevent homelessness

There are a limited number of households receiving time-limited subsidies within the City of Compton. These subsidy programs vary in length and amount of assistance received. The unmet housing need of this population is supportive services to facilitate applications to permanent housing resources and/or assistance in attaining increased income. Through the EHV program, LAHSA has matched participants in rapid rehousing with EHV vouchers. However, as noted by LAHSA, EHV vouchers do not come with permanent supportive services.

Identify and consider the current resources available to assist qualifying populations, including congregate and non-congregate shelter units, supportive services, TBRA, and affordable and permanent supportive rental housing.

Table 4: Emergency Shelter Programs in SPA 6						
Agency: Program Name	**Los Angeles**	**Family# beds**	**Adult Individuals # Beds**	**Veterans# Beds**	**DV/IPV #beds**	**Notes**
Volunteers of America Pathways to Home: EmergencyShelter	Los Angeles		286			Adult Men 18+
Volunteers of America: Emergency Shelter	Los Angeles		125			Adult women
Testimonial Community Love Center: Emergency Shelter	Los Angeles		40			Single females with their children
First To Serve-House of Dignity 1	Confidential	15				Single women fleeing domestic violence
First To Serve-House of Dignity 1	Confidential	6				Single women fleeing domestic violence
1736 Family Crisis Center	Los Angeles				40, 51,88	Victims of domestic violence only
Jenesse Center Inc	Los Angeles				26	Women and children victims of domestic abuse
First to Serve	Los Angeles	20				Families
Homeless Outreach Program Integrated Care System (HOPICS)	Los Angeles		120			Lead agency for temporary crisis housing placements in SPA6

Transitional Shelter Programs

Tables 5 show the transitional shelter programs located in Compton and the South Bay. Family Promise of the South Bay is an organization committed to a community-based approach to solving homelessness, engaging both the local community as well as faith-based organizations in an effort to effectively remedy family homelessness.[17]

Table 5: Transitional Shelter Programs in the South Los Angeles						
Agency: Program Name	**South Los Angeles**	**Family# beds**	**Adult Individuals# Beds**	**Veterans# Beds**	**DV/IPV #beds**	**Notes**
Good Seed Shelter	Los Angeles	8				Homeless Male Youths 18-25
Enhanced Emergency Shelter Program	Confidential		18			Male/Female age 18-25
Step out (A community of Friends)	Compton		11, 2bdrm units			Male/Female age 18-21
Help is on the Way	Los Angeles		50			Male/Female age 18
The R.A.Y Institute	Los Angles		40			Male/Female age 18+
Joshua House for the Homeless	Los Angeles		120			Single men, women, children with an adult
At the Fountain Transitional Housing	Compton		16			Single men, women, families
First To Serve-Adult Male Center	Los Angeles		25			Single males
JWCH Institute Housing for Health	Los Angeles		100			Single Males/Females
New Image	Los Angeles		110, 100			Single males/females/ Families
Shield for Families	Lynwood		80			Men, women, families

[17] Source: LAHSA 2021 Housing Inventory Count

LAHSA released the 2021 HIC (Housing Inventory Count), which in part includes an inventory of the interim housing projects dedicated to serving homeless persons. It is a requirement by HUD and is used in the annual application process to determine Federal funding for homeless services throughout the country. The HIC includes project data reported to LAHSA by participating organizations in the Los Angeles Continuum of Care.[18] This data for the entire CoC is shown in Table 8 below by regions, or SPAs.

Table 6: LAHSA 2021 Housing Inventory Count

Total Number of Units										
		LA CoC	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8
Totals		43,398	1,252	3,806	4,164	19,520	3,733	6,082	2,454	2,387
Shelter	Emergency Shelter	14,402	786	1,722	1,071	4,049	853	3,639	1,315	967
	Transitional Housing	3,053	50	195	203	1,370	222	244	323	446
	Safe Haven	285	0	10	0	85	112	0	30	48
Housing	Permanent Supportive Housing	19,600	292	1,329	2,480	11,606	1,799	1,176	413	505
	Other Permanent Housing	2,094	0	101	109	1136	270	316	106	56
	Rapid Re-Housing	3,964	124	449	301	1,274	477	707	267	365
Total Number of Beds										
		LA CoC	SPA 1	SPA 2	SPA 3	SPA 4	SPA 5	SPA 6	SPA 7	SPA 8
Totals		58,108	1,880	5,985	5,494	23,143	4,920	9,911	3,471	3,304
Shelter	Emergency Shelter	20,087	1,185	2,863	1,491	4,632	1,205	5,983	1,497	1,231
	Transitional Housing	4,144	65	264	305	1,881	299	399	329	602
	Safe Haven	285	0	10	0	85	112	0	30	48
Housing	Permanent Supportive Housing	23,677	353	1,622	3,144	13,417	1,935	1,608	943	655
	Other Permanent Housing	2,724	0	269	109	1,242	270	600	126	108
	Rapid Re-Housing	7,191	277	957	445	1886	1099	1321	546	660

Notes

- Grand Total = Family Units/Beds + Individual Units/Beds + Unaccompanied Minor Units/Beds
- N = number; % = percentage share of either Grand Total, Family Units/Beds, Individual Units/Beds, or Unaccompanied Minor Units/Beds
- Emergency Shelter includes the Winter Shelter Program (WSP), hotel/motel vouchers distributed by the Department of Public Social Services, as well as Coordinated Assessment Motel Vouchers
- Permanent Supportive housing and Other Permanent Housing includes the following: Tenant-Based Projects, in which Public Housing Authority (PHA) provide vouchers to individuals or families directly so they may select the housing unit of their choice; Sponsor-Based Projects, in which community-based organizations administer housing vouchers on behalf of the PHA; Project-Based Vouchers, in which the subsidy provided by the PHA is tied directly to a site.

To address the need for temporary housing in the City of Compton, the City's Housing Element plan 2014 – 2021 address future housing goals. The City of Compton will improve the housing supply and the choice of housing opportunities through private investment and, where necessary, through public action and financing. The City of Compton will work with the appropriate service providers to serve the homeless population.

Contracted Outreach and Housing Navigator

The City of Compton works with Homeless Outreach Program Integrated Care System (HOPICS), a Division of Special Service for Groups, is a multi-service agency that strengthens households in SPA 6, which includes South Los Angeles, Compton, Lynwood and Paramount. HOPICS has been serving vulnerable men, women and children since 1988 and has deep roots in the community. They host a comprehensive menu of services that affect multiple pieces of continuum of care. They are one of the largest housing and homeless service agencies in Los Angeles County and the largest in SPA 6.18

Compton Public Housing Authority

Compton is one of four independent SPA 6 cities that has its own Public Housing Authority (PHA). In May 2021, the Housing Authority received newly created "Emergency Housing Voucher" (EHV) as part of the federal government's COVID-19 response.

As mentioned, one of focus on homelessness or prevention programs. The City of Compton PHA utilizes two types of Section 8 housing vouchers only; Emergency Housing Vouchers (EHVs) and Housing Choice Vouchers (HCVs). To date, the Compton PHA has been allocated 53 EHVs, and 568 HCVs.

Affordable Housing

The City of Compton has the following affordable housing resources:

Table 7: Assisted Housing Developments in Compton[19]

Building	Number of Units	Number of Affordable Units	Funding Source
Santa Fe Apartments	79	78	LMSA, Section 8
Whitfield Manor	40	40	LMSA, Section 8
St. Timothy's Tower	112	111	LMSA, Section 8
St. Timothy Manor	21	20	LMSA, Section 8
E. Boyd Ester Manor	50	48	LMSA, Section 8, Sec.202
Wilmington Arms 2	164	164	LMSA
South Bay Retirement Residence	74	74	Section 202/811, PRAC 202/811
Logan Plaza	59	58	Housing Finance and Development Agencies (HFDA) / Section 8
Curry Senior Apartments	48	48	LIHTC
Segundo Terrace	28	28	LIHTC

Douglas Park Apartments	72	70	Section 8 PRAC 202/811
Park Village Apartments	164	164	
Warwick Terrace Apartments	103	100	LIHTC/Section 8
Ramona Estates	60	60	LIHT /Section 8
Lutheran gardens	76	76	LIHTC/LMSA/Section 8
Compton Garden	18	17	LIHTC
Compton Senior Apartments	74	71	LIHTC
Seasons at Compton	83	81	LIHTC
Willow Apartments	23	20	LIHTC

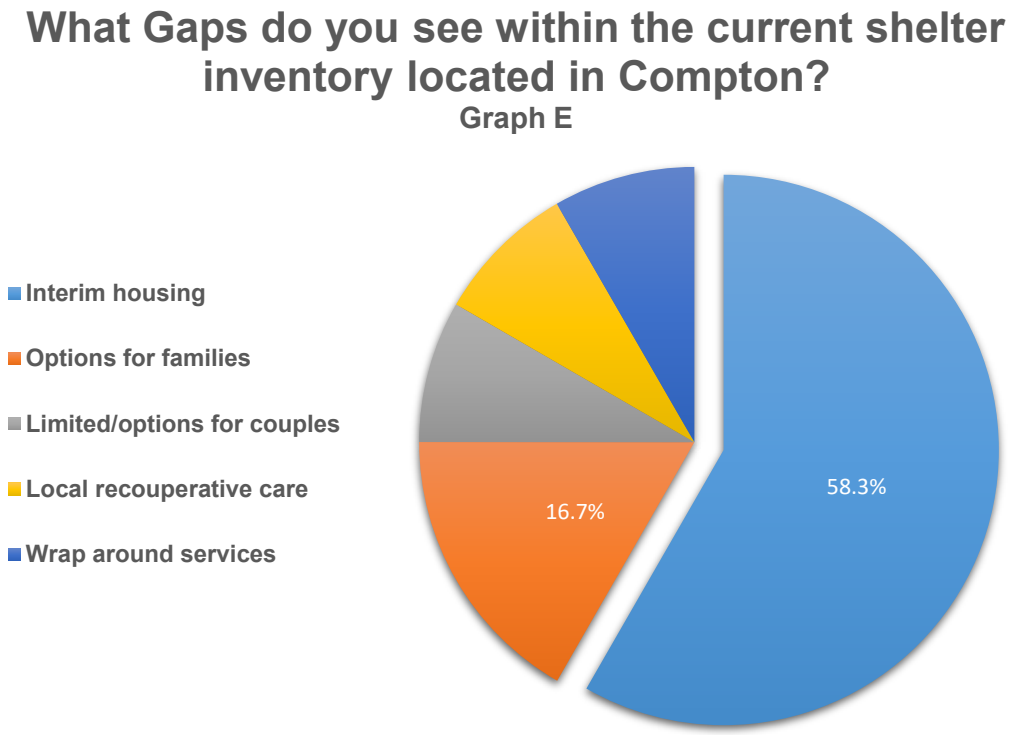
18 Source: Los Angeles Homeless Service Authority 2021

19 Source: Compton Housing Element 2013-2021

Identify any gaps within the current shelter and housing inventory as well as the service delivery system.

Shelter Inventory

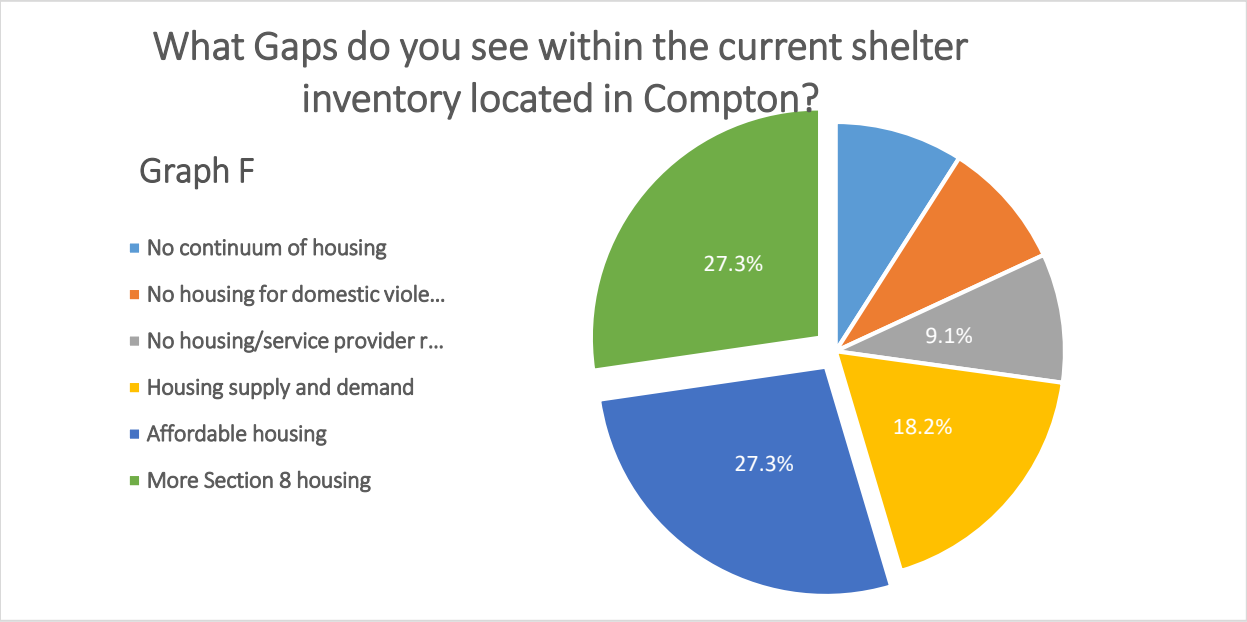
As previously mentioned, the City of Compton does not currently have a large amount of shelter resources to refer people experiencing homelessness. This lack of shelter was expressed by the consulted organizations as shown in Graph E. 58.3% of the electronically consulted organizations expressed a lack of interim housing resources.[20] To address this gap, the City of Compton will look into partnering with shelters in surrounding areas.



[20] Source: Electronic Consultation Survey

Housing Inventory

The consulted organizations identified a need for additional affordable housing and Section 8 housing in the City of Compton (Graph F). As shown in Table 3 Compton Homeless Needs Inventory-Rent Affordability Gap there is a sizable gap between the number of extremely low and very low-income Compton households and the number of affordable units available to those households.



Service Delivery System

The consulted organizations identified gaps within the service delivery system. These gaps include City resource portals, collaboration with healthcare providers, interim housing, case management, mental health services, treatment services, and support for homeless families.

Identify the characteristics of housing associated with instability and an increased risk of homelessness if the PJ will include such conditions in its definition of "other populations" as established in the HOME-ARP Notice.

The City of Compton will not be including other populations in the Allocation Plan.

Identify priority needs for qualifying populations.

Based on the information provided from the CHAS data and the consultations provided by the various organizations, Compton has determined that the priority need for the qualifying populations is supportive services and tenant based rental assistance. According to the electronic consultation survey, over 90 percent of the electronically consulted agencies were in support of the City using HOME-ARP funds for supportive services and tenant based rental assistance.[21] 90 percent of the electronically consulted agencies also referenced the need for affordable housing. One of the consulted organizations the County-funded homelessness system is not able to provide an immediate response (same day) to meet the needs of the unhoused. Compton currently has one street outreach/case manager and she's made tremendous progress in working

with the homeless population and various agencies. However, for the size of the City's homelessness population based on the Homeless Count, there needs to be more City-dedicated staff to 'move the needle' as more and more people become homeless due to economic situations. These were large needs two (2) years ago and the pandemic has only increased them. [22]

The provision of supportive services is priority need for all of the qualifying populations: homeless; at risk of homelessness; fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking; and other populations where providing assistance would prevent the population needs supportive services to become document ready and connected to interim shelter resources for stabilization. The "at risk of homelessness" and "other at risk population" needs supportive services for connections to tenant based rental assistance, referrals to affordable housing, and problem solving assistance (security deposits, short-term subsidies, moving expenses, etc.). Those who or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking require connections with supportive services to facilitate the transfer to safe interim shelter options, connections to legal services, and applications for subsidy program (income and housing).

Explain how the level of need and gaps in its shelter and housing inventory and service delivery systems based on the data presented in the plan were determined.

The level of need and gaps in the shelter and housing inventory and service delivery systems based on the data presented in the plan was determined by the collected responses from organizations that provide services for Compton and the CHAS data collected by HUD.

Information received during the consultation period indicated multiple gaps within Compton's shelter inventory. Gaps included:

- Interim housing (58%)
- Limited or lack of options for couples (8.3%) Local recuperative care (8.3%)
- Options for families (16.7%) Wrap around services (8.3%)

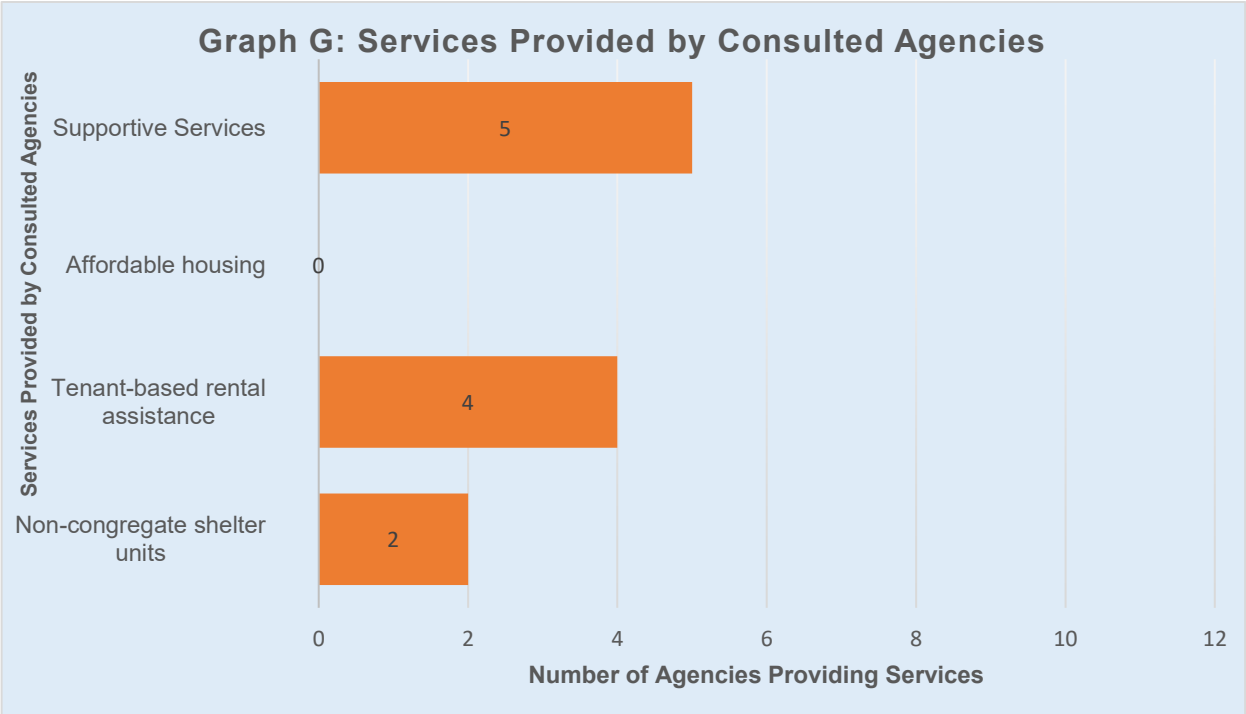
Information received during the consultation period indicated multiple gaps within Compton's housing inventory. Gaps included:

- No Continuum of Housing (9.1%)
- No housing for domestic violence survivors (9.1%)
- No coordination with housing and services provider (9.1%) The high demand and low supply of housing (18.2%) Section 8 housing options (27.3%)
- No affordable housing (27.3%)

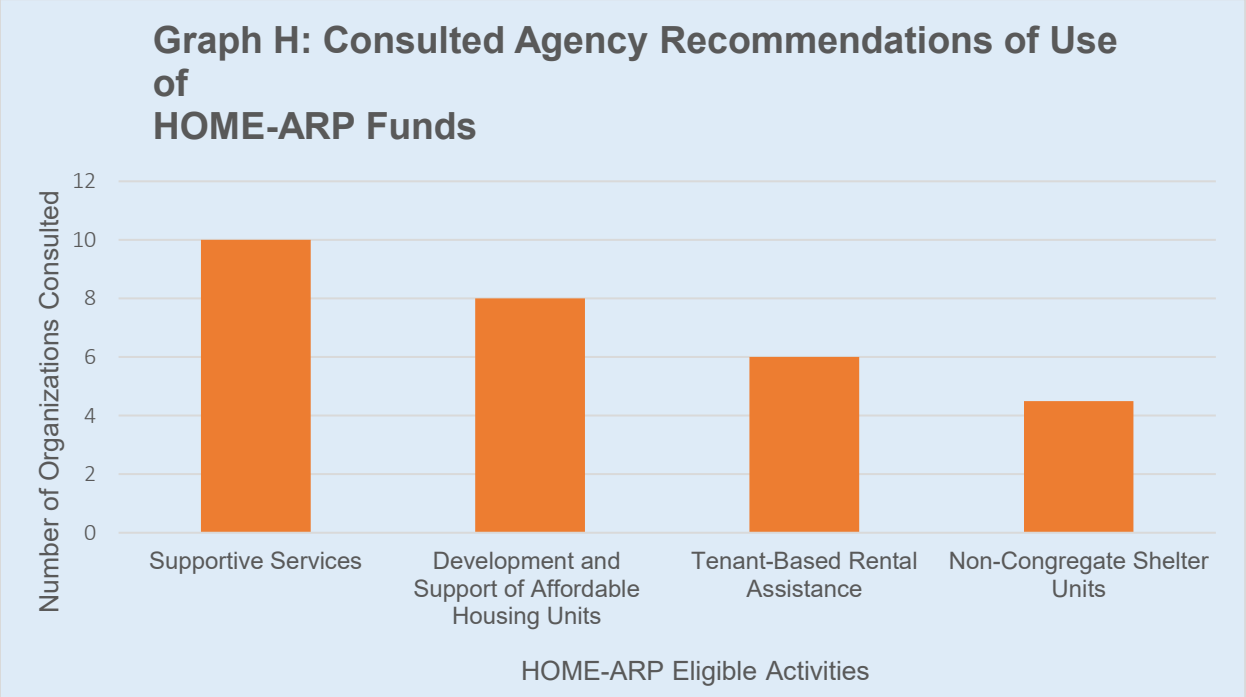
Information received during the consultation period indicated multiple gaps within Compton's current service delivery system. Gaps included:

- City resource portals (7.7%)
- Collaboration with healthcare providers (7.7%) Housing (7.7%)
- Interim shelter (15.4%)
- Coalitions (7.7%)
- Treatment services (7.7%)
- Mental health services (7.7%)
- Case management (23.1%)

The electronic consultation packet asked the consulted agencies which of the HOME-ARP eligible activities the organizations currently provided. The results are shown in Graph G below.



The electronic consultation packet asked the organizations how they felt that the City should use the HOME-ARP funds. As shown in the below results, the consulted agencies believe that the city should use HOME-ARP funding for Supportive Services and Non-Congregate Shelter Units.



HOME-ARP Activities

Describe the methods for soliciting applications for funding and/or selecting developers, service providers, sub recipients and/or contractors and whether the PJ will administer eligible activities directly.

The City of Compton will use the HOME-ARP funds to promote private/public partnerships as a vehicle for expanding and providing supportive services to people experiencing homelessness within the boundaries of the City. HOME-ARP funds may be leveraged with private and public funding sources to support activities for supportive services.

The City of Compton will use the standard procurement processes that the City currently has in place. If the City chooses to extend the contract of a supportive service provider that is currently working within the City, the City will ensure that the contract is in compliance with all HOME-ARP requirements.

If any portion of the PJ's HOME-ARP administrative funds were provided to a subrecipient or contractor prior to HUD's acceptance of HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program.

The City of Compton will not allocate any portion of its HOME-ARP administrative funds to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan.

PJs must indicate the amount of HOME-ARP funding that is planned for each eligible HOME-ARP activity type and demonstrate that any planned funding for nonprofit organization operating assistance, nonprofit capacity building, and administrative costs is within HOME-ARP limits.

Use of HOME-ARP Funding

Table 9: Use of HOME-ARP Funding			
	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	$990,519.95		
Tenant-Based Rental Assistance	$700,000.00		
Non-profit Operating	$0	0%	5%
Non-profit Capacity Building	$0	0%	5%
Administration and Planning	$298,327.05 (Retroactively and future)	15%	15%
Total HOME ARP Allocation	$1,988,847		

Additional narrative, if applicable.

N/A

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation.

The City of Compton will not be producing or supporting affordable rental housing units through our HOME-ARP allocation.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how it will address the PJ's priority needs.

The City of Compton does not have a specific affordable rental housing production goal that will utilize HOME-ARP funds.

Preferences

Identify whether the PJ intends to give preference to one or more qualifying populations or subpopulation within one or more qualifying populations for any eligible activity or project.

- ***Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.1015(a)***
- ***PJs are not required to describe specific projects to which the preference will apply***

The City of Compton will give a preference to individuals experiencing homelessness in Compton as defined by the HOME-ARP notice.

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population, consistent with the PJ's needs assessment and gap analysis.

The prioritization of people experiencing homelessness will address the most pressing unmet housing needs in the City. By using the funding for supportive services, the City will expand the reach of the supportive services available for those experiencing homelessness within the temporary housing community and identifying those experiencing homelessness throughout the City of Compton.

The CHAS data shows that 43% of Compton renters are below 30% HAMFI. The City's resources will be better used towards people experiencing homelessness where we have seen an exponential increase.

The City will continue to work with Los Angeles Housing Services Authority (LAHSA) along with referrals from City staff, City public safety teams, and other City partners to determine the individuals/families that will occupy the temporary housing community. Because the residents of the temporary housing community areconsidered "homeless,"

the residents in this community will received the preference for supportive services and tenant-based rental assistance within HOME-ARP. Compton will implement a waiting list for the interim housing community and will prioritize people experiencing homelessness in Compton for supportive services and TBRA.

If the City uses HOME-ARP funds for outreach, the supportive service providers will enter individuals/families they outreach to into the Coordinated Entry System.

If a preference was identified, describe how PJ will use HOME-ARP funds to address the unmetneeds or gaps in benefits and services of the other qualifying populations that are not included in the preference.

The City of Compton will utilize the supportive service providers to refer the other qualifying populations to other resources within the Los Angeles County CoC. On the LAHSA website, LAHSA identified problem solving as a viable prevention tool. The City's contracted supportive service providers will refer households at risk of homelessness to problem solving resources throughout Los Angeles County.

HOME-ARP Refinancing Guidelines

If the PJ intends to use HOME-ARP funds to refinance existing debt secured by multifamily rental housing that is being rehabilitated with HOME-ARP funds, the PJ must state its HOME-ARP refinancing guidelines in accordance with 24 CFR 92.206(b). The guidelines must describe the conditions under with the PJ will refinance existing debt for a HOME-ARP rental project including:

- ***Establish a minimum level of rehabilitation per unit or a required ratio between rehabilitation and refinancing to demonstrate that rehabilitation of HOME-ARP rental housing is the primary eligible activity.***
- ***Require a review of management practice to demonstrate that disinvestment in the property has not occurred; that the long-term needs of the project can be met; and that the feasibility of serving qualified populations for the minimum compliance period can be demonstrated.***
- ***State whether the new investment is being made to maintain current affordable units, create additional affordable units, or both.***
- ***Specify the required compliance period, whether it is the minimum 15 years or longer.***
- ***State that HOME-ARP funds cannot be used to refinance multifamily loans made or insured by any federal program, including CDBG.***
- ***Other requirements in the PJ's guidelines, if applicable.***

The City of Compton does not intend on using HOME-ARP funds to refinance existing debt secured by multifamily rental units that are being rehabilitated with HOME-ARP funds.

HOME-ARP QUESTIONNAIRE

1. What unmet housing and service needs do you see among “Qualifying Populations” in Compton?

2. What gaps do you see within the current shelter inventory located in Compton?

3. What gaps do you see within the current service delivery system located in Compton?

4. Does your agency provide services for the “Qualifying Populations” located in Compton? (A) Supportive Services (such as case management, housing counseling and homelessness prevention) (B) Affordable housing units (C) Tenant-based rental assistance (D) Non-congregate shelter units.

5. Does your agency provide emergency shelter, transitional housing, or other permanent supportive housing located in Compton?
   If yes, please indicate the number of beds, units and the type of households assisted (families, adults, or veterans)

6. Do you believe that the City of Compton should consider using HOME-ARP for provision of supportive services?
   If yes, what specific needs do you see are needed in the community?

7. Do you believe that the City of Compton should consider using HOME-ARP for provision of affordable housing?
   If yes, what specific needs do you see are needed in the community?

8. Do you believe that the City of Compton should consider using HOME-ARP for provision of rental assistance?
   If yes, what specific needs do you see are needed in the community?

9. Do you believe that the City of Compton should consider using HOME-ARP for the provision of acquisition/development of no congregate shelter units (i.e., emergency shelter provided in individual rooms)?
   If yes, what specific needs do you see are needed in the community?

10. Is there anything else you would like to add?

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name and Address	2. Grant Number (Federal Award Identification Number (FAIN)	
Compton 205 South Willowbrook Ave Compton, CA 90220	M21-MP060506	
	3a Tax Identification Number 956000696	3b. Unique Entity Identifier (formerly DUNS) 076248335
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)		$0
a. Formula Funds	$	
7. Current Transaction (+ or -)		$1,988,847.00
a. Administrative and Planning Funds Available on Federal Award Date	$99,442.35	
b. Balance of Administrative and Planning Funds	$198,884.70	
c. Balance of Formula Funds	$1,690,519.95	
8. Revised Obligation		$
a. Formula Funds	$	

9. Special Conditions (check applicable box)
☐ Not applicable ☐ Attached

10. **Federal Award Date (HUD Official's Signature Date)**
09/20/2021

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance
Date in Box #10 - 09/30/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice. To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
Rufus Washington, CPD Director	x	09/20/2021
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date
Ronerkk Simpson	x Ronerkk Simpson	9 23/21

19. Check one: ☒ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME ARP*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	$1,988,847.00

21. Additional Requirements: These additional requirements are attached and incorporated into this Agreement. The Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.

a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

March 28, 2023

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT A MEASURE TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH PRIORITIZING AN OPEN AND COMPETITIVE HIRING PROCESS FOR ALL POSITIONS BE SUBMITTED TO THE VOTERS OF THE CITY AT THE NEXT STATEWIDE GENERAL ELECTION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE**

SUMMARY

Adoption of this resolution will authorize a measure to be placed on the ballot for the next statewide general election to be held on November 5, 2024 for the voters of the City to decide whether the City Charter shall be amended to include an open and competitive hiring process for all positions. The attached Resolution also directs the City Attorney to prepare an impartial analysis of the measure pursuant to Elections Code section 9280.

BACKGROUND

In October 2022, the Auditor of the State of California issued Report 2021-802 to the City, which contained the results of the State Auditor's audit of the City and recommendations. The "Priority 1" recommendation is to ensure the City has consistent, qualified management and fundamental plans in place to address the challenges it is currently facing. Report 2021-802 recommends that City Council should prioritize taking the following action:

"By April 2023, propose city charter amendments to be voted on in the next statewide general election—and amend all related guidelines, such as the personnel rules and regulations, to the extent permissible under the existing charter—to prioritize an open, competitive hiring process for all positions. The city council's proposed charter amendments should also explicitly require that Compton use an open, competitive hiring process whenever it makes permanent appointments for key leadership positions that include but are not limited to the following: city manager, city controller, human resources director, and budget officer. As part of this process, the city council should develop detailed job qualifications for the city manager position."

The proposed Charter amendments amend Article VII, Officers, Powers, and Duties, and Article XI, Civil Service, of the Charter. Proposing Charter amendments to prioritize an open, competitive hiring process requires City Council to bring forth a motion to

amend the Charter and submit the proposal for the amendment to the voters at the next established statewide general election. (Gov. Code, § 34458.) A measure to amend the Charter can only be enacted by a majority vote of the City's voters. (Cal. Constitution, Art. 11, § 3.)

STATEMENT OF THE ISSUE

Pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code, the City Council hereby orders that the following measure be submitted to the voters at the statewide general election to be held on November 5, 2024:

Shall the Compton City Charter be amended to prioritize an open and competitive hiring process for all positions?	**YES**
	NO

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

THOMAS THOMAS
CITY MANAGER

APPROVED FOR FORWARDING:

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT A MEASURE TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH PRIORITIZING AN OPEN AND COMPETITIVE HIRING PROCESS FOR ALL POSITIONS BE SUBMITTED TO THE VOTERS OF THE CITY AT THE NEXT STATEWIDE GENERAL ELECTION AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURE

WHEREAS, the City Council desires to submit to the voters of the City at the next statewide general election a ballot measure relating to a Charter amendment to prioritize an open and competitive hiring process for all positions; and

WHEREAS, pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code, the City Council hereby orders that the following measure be submitted to the voters at the statewide general election to be held on November 5, 2024

Shall the Compton City Charter be amended to prioritize an open and competitive hiring process for all positions?	**YES**
	NO

; and

WHEREAS, the text of the proposed amendment to be submitted to the voters is attached to this Resolution as Exhibit "A" and incorporated herein by reference. The proposed measure shall not take effect unless approved by a vote of at least a majority of the voters voting on the question at said statewide general election; and

WHEREAS, the City Clerk is hereby directed to forward a copy of the measure to be voted on at said statewide general election to the City Attorney and the City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280; and

WHEREAS, the City Council hereby authorizes any of its members to submit a written ballot argument for or against the measure to be voted on at said statewide general election pursuant to Elections Code Section 9282; and

WHEREAS, in all particulars not recited in this Resolution, the statewide general election shall be held and conducted as provided by law for holding elections. All persons qualified and registered to vote in the City of Compton as of the date of said election shall be entitled to vote.; and

WHEREAS, notice of the time and place of holding the statewide general election is hereby given and the City Clerk is authorized, instructed, and directed to give further or additional notice of the election, in the time, form and manner as required by law.; and

WHEREAS, if the proposed measure is approved by a vote of at least a majority of the voters voting on the question at the statewide general election, the Council shall forthwith take any required action to make any necessary changes to the Compton Municipal Code, if any, so that the Municipal Code is consistent with the Charter, as amended.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That adoption of this resolution will authorize the City Council to submit to the voters of the City of Compton at the next statewide general election, a ballot measure relating to a Charter amendment to prioritize an open and competitive hiring process for all positions.

Section 2. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and City Attorney and the Registrar of Voters of the County of Los Angeles.

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

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

March 28, 2023

TO: **MAYOR AND CITY COUNCIL**

FROM: **COMMUNITY IMPROVEMENT SERVICES DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMMUNITY IMPROVEMENT SERVICES DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE TWO (2) ADMINISTRATIVE SPECIALISTS POSITIONS AND ONE (1) SECURITY SERVICES COORDINATOR POSITION AND ADD TWO (2) SECURITY SERVICES SUPERVISOR POSITIONS**

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the Community Improvement Services Departments' 2022-2023 Fiscal Year budget to delete two (2) Administrative Specialist positions and one (1) Security Services Coordinator position, and add two (2) Security Services Supervisor positions.

BACKGROUND

On June 30, 2022, the City Council adopted Resolution No. 25,694, adopting the City of Compton's Fiscal Year 2022-2023 budget.

Due to the current staffing needs, the Community Improvement Services Department has determined that staffing two (2) Security Services Supervisor positions would better meet the needs of the department. The Security Services Supervisor position is a working supervisor which exercises supervisory responsibility for Parking Control and Security Officers.

Additionally the position performs a variety of general supervisory functions such as supporting the department, training, coordination of schedules and supervising the work of Parking and Security Officers; maintains effective coordination of security and parking operations; performs a full range of Security and Parking Control Officer duties; prepares clear and comprehensive written reports; provides information to Security and Parking Control Officers on policies and procedures, and performs other related duties.

STATEMENT OF THE ISSUE

The Community Improvement Services Department Director has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the Community Improvement Services Department's budget.

Supervision is critical to the department as it hires new staff and expands the numbers of days it operates per week. The Community Improvement Services department requests that two (2) Security Services Supervisor be added to the Community Improvement Services Department's Fiscal year 2022-2023 budget.

Therefore, in order for the Community Improvement Services Director to amend the Community Improvement Services Department 2022-2023 Fiscal Year's budget and delete two (2) Administrative Specialist positions and one (1) Security Services Coordinator position, and add two (2) Security Services Supervisors, City Council's authorization is necessary.

FISCAL IMPACT

The fiscal impact is as follows:

	Position (Step E)	**Salary**
Delete:	Administrative Specialist	$50,328
	Administrative Specialist	$50,328
	Security Services Coordinator	$71,292
Add:	Security Services Supervisor	$71,292
	Security Services Supervisor	$71,292
Net Salary Savings:		**$29,364**

Thus, the fiscal impact will be a net salary savings of $29,364 in the Community Improvement Services Department Fiscal Year 2022-2023 budget. Funding for the two (2) Security Services Supervisor positions is available in Account No. 1001-670-000-4101.

RECOMMENDATION

Staff recommends the City Council to adopt the attached resolution.

ANTHONY WARD
COMMUNITY IMPROVEMENT SERVICES DIRECTOR

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE COMMUNITY IMPROVEMENT SERVICES DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE TWO (2) ADMINISTRATIVE SPECIALIST POSITIONS AND ONE (1) SECURITY SERVICES COORDINATOR POSITION AND ADD TWO (2) SECURITY SERVICES SUPERVISOR POSITIONS

WHEREAS, on June 30, 2022, the City Council adopted Resolution No. 25,694 adopting the City of Compton's Fiscal Year 2022-2023 budget; and

WHEREAS, due to the current staffing needs, the Community Improvement Services Department has determined that staffing two (2) Security Services Supervisor positions would better meet the demands of the department; and

WHEREAS, the Security Services Supervisor position is a working supervisor which exercises supervisory responsibility for Parking Control and Security Officers. Additionally, the position performs a variety of general supervisory functions supporting the department, training, coordinating and scheduling the work of Parking and Security Officers; maintains effective coordination of security and parking operations; performs a full range of Security and Parking Control Officer duties; prepares clear and comprehensive written reports; provides information to Security and Parking Control Officers on policies and procedures, and performs other related duties; and

WHEREAS, the Community Improvement Services Director has assessed the organizational needs of the department and determined that there is a need for staffing adjustments to the Community Improvement Services Department's budget; and

WHEREAS, the Community Improvement Services Director requests that two (2) Administrative Specialist and one (1) Security Services Coordinator position be deleted, and two (2) Security Services Supervisor positions be added to the Community Improvement Services Department's FY 2022-2023 budget; and

WHEREAS, the fiscal impact is as follows:

	Position (Step E)	**Salary**
Delete:	Administrative Specialist	$50,328
	Administrative Specialist	$50,328
	Security Services Coordinator	$71,292
Add:	Security Services Supervisor	$71,292
	Security Services Supervisor	$71,292
Net Salary Savings:		**$29,364**

WHEREAS, the fiscal impact will be a total salary savings of $29,364 in the Community Improvement Services Department's 2022-2023 Fiscal Year's budget; and

WHEREAS, the funding for the two (2) Security Services Supervisor positions is available in Account No. 1001-670-000-4101; and

WHEREAS, in order for the Community Improvement Services Director to amend the Community Improvement Services Department 2022-2023 Fiscal Year's budget to delete two (2) Administrative Specialist positions and one (1) Security Services Coordinator position, and add two (2) Security Services Supervisor positions, City Council's authorization is necessary.

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

SECTION 1. That the Community Improvement Services Department 2022-2023 Fiscal Year budget shall be amended to add two (2) Security Services Supervisor positions and delete two (2) Administrative Specialist positions and one (1) Security Services Coordinator position.

SECTION 2. That funds will be available in the Community Improvement Services Department's 2022-2023 Fiscal Year budget in Account No. 1001-670-000-4101 to fund the (2) Security Services Supervisor positions.

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Community Improvement Services Department and Human Resources Department.

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

ADOPTED this _____day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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