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COMPTON CITY COUNCIL AGENDA

07/21/2026

**4:30 PM – CLOSED SESSION
5:30 PM – PUBLIC MEETING**

**205 S. WILLOWBROOK AVE
COMPTON, CA 90220**

OPENING

ROLL CALL

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS ON CLOSED SESSION

CLOSED SESSION

1. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code Section 54956.9(e)(1) or (d)(2) and (e)(1) because there is significant exposure to litigation in two cases
2. Conference with Legal Counsel – Anticipated Litigation
Pursuant to Government Code section 54956.9(d)(4) to consider initiation of litigation for two case

REPORT OUT OF CLOSED SESSION

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

3. JULY 15, 2025
4. SEPTEMBER 9, 2025

PUBLIC WORKS DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO ONE OR MORE VENDORS (DION AND SONS INC., WOOD OIL COMPANY AND JANKOVICH COMPANY) FOR THE PURCHASE OF GASOLINE FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)

REGULAR AGENDA

CITY MANAGER'S REPORT

6. DISCUSSION AND DIRECTION: EMPOWERING REACH FOUNDATION

UNFINISHED BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR EMPOWERING REACH FOUNDATION FOR SUPPORTIVE SERVICES USING HOME-AMERICAN RESCUE PLAN (HOME-ARP) FUNDS IN THE AMOUNT OF (\$870,446.12)

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH MRS ENVIRONMENTAL, INC. FOR PIPELINE FRANCHISE PROGRAM REVIEW (\$30,810)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, AND ESTABLISH A PURCHASE ORDER TO JOHNSON CONTROL, INC. FOR THE REPLACEMENT OF THE BAC COOLING TOWER LOCATED AT COMPTON CITY HALL IN THE AMOUNT OF (\$524,177.50)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PURCHASE AGREEMENT OF THE LEOSIGHT PUBLIC SAFETY PLATFORM AND COMMUNICATIONS SOFTWARE FOR A SIX-YEAR PERIOD, PAID IN FULL UPFRONT, AND ESTABLISH AN OPEN PURCHASE ORDER NOT TO EXCEED THREE HUNDRED FOURTY SIX THOUSAND, FOUR HUNDRED AND NINTY EIGHT DOLLARS AND FORTY-TWO CENTS, (\$346,498.42)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/28/2026 5:30 PM

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July 15, 2025

The Compton City Council meeting was called to order at 5:40pm by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence and Pledge of Allegiance Ceremonies were also led by Mayor Emma Sharif.

ROLL CALL

Council Members Present: D. Duhart, A Spicer, L. Darden, Mayor E. Sharif

Council Members Absent: J. Bowers

Other Officials Present: E. Perrodin, M. Quinonez, W. Hopkins, Jr.

PRESENTATIONS

1. CERTIFICATE PRESENTATION – BRANDON GRAY – Mayor Emma Sharif

Mayor Sharif was proud to honor Brandon Gray, one of their own who has had a unique journey in the fashion world. After graduating from Cal State Dominguez Hills University Brandon decided to follow his passion and eventually left his position as a Branch Manager and purchased a one-way ticket to Paris. In Paris he was trained by the best and became one of the most sought-after and featured designers in the Hollywood scene. Actors and music artists such as Tyler Perry, Morris Chestnut, Omarion, Jonathan Majors and many more have been seen on the red carpet of every major award show styled by Brandon and his custom gray line. She thanked him for all that he does and will continue to do, paving the way for many that will follow in his footsteps. Because of his dedication and tenacity people around the world will know that Compton is more than what is often displayed as stereotypes. Compton represents excellence, game changers, the best and the brightest.

Mayor Sharif asked the Council to join her on the floor to honor their own Mr. Brandon Gray.

Mayor Sharif presented Mr. Gray with a Certificate of Recognition for his outstanding achievements.

Brandon Gray gave honor to God for being able to stand before them. He thanked the Mayor and Council for making it happen. He was glad his mom and dad as well as his lady Jessica was able to accompany him. He feels this moment feels like a true culmination moment. He sometimes has a hard time celebrating achievements because his mom raised him in a “that’s great, what’s next household”. As many great things has happened in his life he has to make sure he keeps his feet grounded and staying focused on what God has for him. Fashion Design is one of the avenues he is using right now but it’s really for him to show the young Black and brown little boys and girls what they have the capabilities to do outside of sports whatever they would like to do. With God’s guidance and continuing to keep his hands on him he hopes that he continues to make the city and his mother proud and continue striving for greatness and continuing to represent the City of Compton the best way he knows how. Thanks so much for the honor they are greatly appreciated.

Councilmember Duhart announced they had a Fashion Designer to add to the wealth of talent in the great City of Compton.

Councilmember Spicer stated he definitely tip his hat to him for chasing his dreams and making it a priority. Congratulations, he deserves it.

Councilmember Darden congratulated him indicating he is a role model for the younger kids to know that there are no limits on what they want to do, and if they continue to strive for whatever their passion is it will happen. She needs a navy blue, black and gold suit.

Mayor Sharif stated yesterday she had the pleasure of being at his shop seeing him in action and she was really impressed. He’s doing an amazing job congratulations.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Tanya Lewis from district one indicated he thought the City Treasurer would be there because she wanted him to find out if former second district, Councilmember Galvan was still getting a check

because no one up there mentioned if he is continuing to receive a check and have been asking for the past four (4) years. She will continue to ask about the 5.6 million dollars and what the plans are for it. They have one more week and they will not have any meetings in August what is the plan. She's glad to see Eric sitting there but last week after she mentioned how he wants to do what he wants to do yet he wants respect but doesn't give the deity respect. He got up and walked out early. She asked his friend if it was in the charter that he could come and go and does as he pleases, leave when he wants, sit in the audience when he wants but no one answered the question. Hopefully he will give everyone the respect they deserve and stay the entire meeting. "Mayor, I went Line Dancing today at Wilson Park I want to know because I was told that we could not pay Bobby the \$2 to dance. Why are we over at Wilson Park and can't pay the \$2 because Compton does not pay her". Lynwood pays her a salary each month. She has entertainment for the seniors. She sees improvement on Wilmington, its coming together and she's proud.

Missy announced she had the opportunity to meet up with Thomas from Valley Vista, and he did a lot of cleaning up as per her request. He cleaned the first district and the canal. She had him go behind AutoZone on Wilmington and Compton. She's asking all residents to call Valley Vista if they need anything cleaned up. Why is Dollarhide being highjacked by the manager over there. He has given all of Councilmember Spicer's nonprofit organizations that do not pay permission to be over there. It is a senior building. Aja Brown took the Senior off and changed it to Community. They want the Senior back on it because it's for the Seniors. The nonprofits need to pay to occupy the building. She could never see Councilmember Spicer as a mayor because of his character. She asked the Mayor and City Manager to look into the matter at Dollarhide because the nonprofits need to pay to occupy the building.

Chaundra McClary stated she leases the building at 740 W. Compton Blvd. She was raised in Sunny Cove. She is not only there to open a Child Development Center but to provide early trauma-informed care for the community to detect and address early childhood trauma because it's needed so that they do not repeat cycles. They could help the children and parents be more productive. She invested a lot in the property to make it a safe and thought-provoking facility. The state of California came out in November. In December they licensed her to provide childcare in the facility. She has been submitting plans to Building and Safety since October of last year. She has yet to receive even a Certificate of Occupancy to open her doors. She has had an architect and an engineer quit on her because they submitted October, November, February and March. They advised her to seek an attorney because what was happening to her was not going to end. She hired a new project manager and architect. This year alone she has probably submitted her plans at least six times. Every time the architect touches the plans it costs her money, every time she has to provide copies it costs her money. Seven months she has been licensed and hasn't made a penny. She needs help to get her doors open.

Adrianna from Makers Hub have been opened for a year. She was there to give a report on the progress. They have three hundred members of which one hundred are from Compton. They loaned out sixteen hundred tools. They saved \$270,000 in purchasing tools from the people that borrowed them from them. They currently have twelve hundred tools in stock. When they started, they had eight hundred. They have been donated four hundred tools. They have forty-nine workshops including sewing, DIY classes like plumbing, electrical tiling, sublimation and heat press for garments, cups and caps, flower arrangements classes and woodwork classes. They hosted eight repair clinics, six of them in Compton. They are helping five residents in Compton become entrepreneurs. They have had one hundred present returns on their tools.

Charles Davis pointed out to the City Council that last year he came before them and stated they could reduce the assessment of the citizens on the property tax for retirement by at least ten percent, but it didn't happen. It looks like they are doing the same this year and hopefully it will be changed. In the budget he doesn't blame the Council, whoever puts the budget together and puts the report together is who he looks at. In the budget it shows estimated revenue of \$42,364,549. It shows expenditures on page five of the proposed budget for retirement tax dealing with medical and retirement for all employees and those that have already retired. Expenditure is \$27,499,880.00, the difference is \$14,864,000. They can reduce by 10% and still have enough to pay for anticipated raises, anticipated new hires plus there is \$100,000.000 in the bank. The City Treasurer put out something last week regarding how much money he has made on interest. They cannot use the retirement tax for anything but that. He was City Clerk for over thirty years, therefore he knows what he's talking about, and he helped put it together. Please reduce the tax by at least 10% and bring the Controller in and ask why she continues to do this to them.

Maria Villareal Compton Latino Chamber of Commerce was concerned about the process of licensing. The process is ridiculous and over the years it's getting worse. They are now requesting that business owners provide a Certificate for Storm Water Solution Control. She is not aware of what this is and asked the City Manager to provide her with information regarding it. District one in the area where she reported the trash the grass has grown taller than her. She thanked Councilmember Darden for taking the initiative to help in the business. She thanked those that helped each other. Every district should have knowledge of business and helping businesses.

Kinsey Jones thanked everyone and noted he's been out of town. He still has concerns regarding Temple and Caldwell. It's very embarrassing to drive down Long Beach Blvd. and see all the fence torn up from one end to the other. Does Compton have a restaurant? He would like to go to a sports bar in Compton, but they don't have any. Him and his friends go to Lakewood and Carson to eat. The lot has been empty for a while and the grass is dead. When are they going to do something for Compton where people can come to Compton and spend money.

Mayor Sharif asked the City Manager to look into when they could get the fence repaired.

Barry Jackson stated he is relatively new to the area. He is from St. Louis, Missouri but Compton has a great reputation and he's happy to be there. He stated that he was homeless and often sleeps on City Hall porch. He recited what seemed to be a poem about the city. He said he is the solution and not the problem.

Mark Smith yielded his time in a moment of silence, moment of commemoration and celebration for Councilmember Jonathan Bower's mom, Ms. Martha Bowers. The homegoing service was today. He wanted to take peace with her for a well lived time.

Fidel Marquez from district one addressed the City Manager on item #3 indicating if the Controller could elaborate on thirty-five million and it was consistent over the years. He wanted to know how that was being that they are being reassessed every year and the residents are still due a Public Hearing according to the Brown Act. If they could start it so that the residents are well aware of the increase and what they could plan on paying for taxes in December so that when they receive a call from their escrow company, it's not a surprise. On item #4 they have a sewer master plan. He is still waiting on the issue with the sewer on his street. He has not heard back from Marcus or anyone. If he can get a report back it has been quite a while. The vacant Rite Aid has become a homeless encampment with trash, and it makes no sense that residents on his street have received tickets for having overgrown flower beds, yet the Rite Aid property looks a mess. If residents are held responsible owners of lots should be held responsible for maintaining their lots as well. His trash pick-up day is Friday, and he anticipates his trash being picked up on Friday. He understands they are having a problem back east, but they are under contract with them in California. They received an increase as of July 1st. They need to pick up the trash. If they don't pick up the trash somebody needs to put out an RFP tonight for a new company. Republic has too many excuses.

Vanessa Cain stated that, after hearing a resident describe repeated delays and costs caused by Building and Safety not responding, she believes Victor should be removed. She said the city should conduct a broad review of employees who are not doing their jobs and should not wait on the union to take action. She also called for the removal of Spraggs, alleging that Spraggs, along with Councilmember Spicer of the Second District, has monopolized Wilson Park and Dollarhide. She described the situation as collusion and corruption. Building and Safety is problematic in many cities but argued that officials are aware of what Victor is doing and should act. She also criticized nepotism and the lack of background checks, saying the city cannot continue to tolerate misconduct. She questioned why voters keep re-electing officials she considers unfit for office. She further alleged that 216 District One votes were from Pasadena during the last election. Although the City Clerk was not present, she said she would later address where voting booths should be located, adding that only four are needed. She concluded by saying corruption in Compton is excessive.

Benjamin Holyfield was there to talk about Wilmington. They can do good with the streets. They can do good in the city, but they have to do it. He has been in the community a long time and one of the things he started years ago was safe, clean and friendly. He would like the leadership to emphasize that more. He thanked them for the opportunity to speak.

Dawn Benton from Republic Services reported that they would like to make it perfectly clear that the current work stoppage that impacts Compton is not the result of any local labor dispute or operational issue within their Compton Business Unit. The disruption in service stems solely from Republic Services local Teamsters employees that choose not to cross the picket line. They want to remain in solidarity with Teamsters members involved in unrelated labor actions in Boston. Republic Services maintains a current and valid contract with the local Teamsters in Compton. There are no pending disputes, demands or negotiations between Compton and the Teamsters. This work stoppage is about a strike in Boston and their employees' refusal to cross the picket lines created by the Teamsters from Boston. They do not have the authority or ability to compel employees to return to work under the circumstances, as it is a union-initiated action beyond the scope of local operations. They do not know when the Teamster Union plans to return to work. This prolonged work stoppage prioritizing Boston over the needs of local Compton community is highly unusual and difficult to rationalize. They provide daily updates to city management. They appreciate the patience and understanding of the city and community during these challenges.

CONSENT AGENDA

On Motion by Darden, seconded by Duhart the Consent Agenda was approved minus item #3, #4 and #5 by the following vote on roll call:

AYES: Councilmembers - Duhart, Spicer, Darden, Mayor E. Sharif

NOES: Councilmembers – None

ABSENT: Councilmembers – Bowers

APPROVAL OF MINUTES

2. MAY 6, 2025 (Approved)

CITY CONTROLLER

3. AN ORDINANCE OF THE CITY COUNCIL FO THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2025-2026 (**PULLED BY CMO**)

PUBLIC WORKS DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE 2025 SEWER MASTER PLAN AND DIRECTING STAFF TO IMPLEMENT ITS RECOMMENDATIONS (**REMOVED FROM CONSENT AGENDA AND TABLED FOR 7/22/2025 MEETING**)

Councilmember Darden indicated that it states the City Council have reviewed however she has not had the chance to review in its entirety.

Mayor Sharif asked when the information was given to the Council.

Councilmember Darden responded, stating that it was not sufficient time because there are eight-six pages in the proposal.

City Manager Hopkins noted that it's not urgent therefore if they like they can table the two items and bring them back for the next meeting.

Mayor Sharif asked Councilmember Darden would that be sufficient.

Councilmember Darden replied, absolutely.

Councilmember Darden asked City Manager Hopkins when they would bring item #3 back.

City Manager Hopkins stated it would probably be after the break because they want to incorporate it with the tax bill explanation and bring in the Tax Assessor to give additional information.

Councilmember Darden asked if it would apply to the 2025/26 taxes if they are able to do the reduction.

City Manager Hopkins stated the reduction would be based on the recalculation. Based on what they are looking to do, it will probably be the first meeting in September.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SANITARY SEWER MANAGEMENT PLAN IN COMPLIANCE WITH STATE WATER RESOURCES CONTROL BOARD ORDER NO. 2022-0103-DWQ (REMOVED FROM CONSENT AND TABLED FOR 7/22/2025 MEETING)

REGULAR AGENDA

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE ESTIMATE OF GREENFIELDS OUTDOOR FITNESS, INC. TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH GREENFIELDS OUTDOOR FITNESS INC., AND ESTABLISH A PURCHASE ORDER FOR THE WILSON PARK OUTDOOR FITNESS EQUIPMENT REPLACEMENT PROJECT FOR THE AMOUNT OF \$277,961.44

On Motion by Spicer, seconded by Duhart **Resolution #26,278** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE ESTIMATE OF GREENFIELDS OUTDOOR FITNESS, INC. TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH GREENFIELDS OUTDOOR FITNESS INC., AND ESTABLISH A PURCHASE ORDER FOR THE WILSON PARK OUTDOOR FITNESS EQUIPMENT REPLACEMENT PROJECT FOR THE AMOUNT OF \$277,961.44**” was approved by the following vote on roll call:

AYES: Councilmembers - Duhart, Spicer, Darden, Mayor E. Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – Bowers

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE ESTIMATE OF GAMETIME C/O GREAT WESTERN RECREATION, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH GAMETIME C/O GREAT WESTERN PARK RECREATON, AND ESTABLISH A PURCHASE ORDER FOR THE TRAGNIEW PARK PLAYGROUND EQUIPMENT AND BASKETBALL COURT REPLACEMENT PROJECT FOR THE AMOUNT OF \$340,514.11

On Motion by Duhart, seconded by Spicer **Resolution #26,279** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE ESTIMATE OF GAMETIME C/O GREAT WESTERN RECREATION, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH GAMETIME C/O GREAT WESTERN PARK RECREATON, AND ESTABLISH A PURCHASE ORDER FOR THE TRAGNIEW PARK PLAYGROUND EQUIPMENT AND BASKETBALL COURT REPLACEMENT PROJECT FOR THE AMOUNT OF \$340,514.11**” was approved by the following vote on roll call:

AYES: Councilmembers - Duhart, Spicer, Darden, Mayor E. Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – Bowers

Councilmember Darden asked if it was the park located at Alondra and Central because there are no restrooms there and that’s something they should be considering.

City Manager Hopkins replied that is something they are giving consideration to. Their initial response to that would be mobile units.

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- August 2, 2025, from 11am to 3pm join them for a day of fun, connection and valuable resources at the 5th Annual Community Resource Fair at Dollarhide Community Center. Come learn more about the many local program services available in Compton. From health and wellness to housing, education, employment and more. Bring the whole family. There will be giveaways and activities for all ages.
- The Tomlin Dance Academy will be offering free classes in the month of August for youth ages 2 to 7 every Friday from 4:30 to 6:30pm and youth ages 8-18 every Saturday from 9am to 2:20pm. To view the list of classes and register visit www.tomlindanceacademy.com. Please note all students must register prior to attending class. For additional information contact 323-640-5226.
- She extended her heartfelt condolences to the following important residents of Compton: Morris P. Atkins, III, father of Safety Commissioner Inez “Tootie” Akins. Services will be held on Friday August 1, 2025, at 9:45 am at the Riverside National Cemetery located at 22495 Van Buren Blvd. Riverside, 92518; Maria Elena Gallegos, mother of Compton Chief Deputy Treasurer Claudia Mijares; Renetta Edwards a longtime Compton resident. Services will take place tomorrow July 16, 2025, at 10am at Bethany Prayer Temple Church, 612 W. 95th L.A. 90044 and Josette Nicole Williams who transitioned on July 2, 2025, service details will be forthcoming. May their memories live on in the hearts of all who knew and loved them.
- She attended Councilmember Bowers’ mom’s service today. She was a fabulous, phenomenal woman. She encouraged everyone to read her obituary. Today would have been her 99th birthday.
- Always remember to eat, shop and buy Compton, a safe, clean and friendly city. Thank you.

Councilmember Spicer offered the following communications/announcements:

- On July 16, 2025, Power Legacy and LePlug Workshop Series for nonprofits from 5-8pm at Dollarhide Community Center. Workshops will cover fundraising, framework, planning, donor cultivation, strategies and more. Completely free to non-profits that wish to attend.
- On July 19, 2025, Children Striving Together and Our Place Healing Hearts will be hosting their Annual Backpack Giveaway at Lueders Park at 12pm. There will be food, music, school supplies and more. Register at childrenstrivingtogether.org.
- The Rebuild is a Men’s Process Group, a space for men to confront, process and rise from trauma. The meetings will take place on Thursdays, July 10, 17 and 24, 2025, from 6pm to 8pm. If interested, please visit comptonwellnesscollective.com.
- On July 26, 2025, they will host Father’s In the Kitchen, A Feeble of Legacy and Love between 11:00am and 1:30pm. To sign up email his liaison Tenay Spears at tspears@comptoncity.org.
- July 26, 2025, Mama Knock Out, a free Holistic Boxing Class designed for moms with children from prenatal to age five from 12:30pm to 3pm.
- Creative Calm is a free eight-week healing arts and mindful program that will be given at Roy Campanella Park located at 14812 S. Stanford Ave., Compton, CA. It will take place on Wednesdays from July 16 - September 3, 2025, from 6pm to 7:30pm. All ages are welcome.

- On July 31, 2025, they will host their next Senior Outing. They will be going to the movies again. They will be providing popcorn and sodas. Sign up at Dollarhide or for more information, please email his liaison Tenay Spears at tspears@comptoncity.org.
- Thank you, have a wonderful night.

Councilmember Darden offered the following communications/announcements:

- On July 19, 2025, the Trinity Kids Child Development Center will open its doors and begin accepting applications for enrollment of children at 1806 E. Compton Blvd. They serve children from infancy to pre-school age. Specifically, they offer programs for infants and toddlers from ages 0-2, preschools 2-4 and pre-kindergarten from 4-5. They also provide after-school care for older children up to the age of thirteen.
- July 19, 2025, please mark your calendars. The community is invited to join the Compton Initiative at the rally, Compton Courthouse lawn from 7:30-8am to clean and beautify the City of Compton. Greater Zion Missionary Baptist Church will be hosting the event from 11am – 4pm. Work is scheduled to take place in all four districts. They are welcome to visit the sites and see the work being done. They estimate five hundred volunteers will be participating in the beautification citywide.
- On July 25, 2025, from 6pm – 7:30pm she and the Mayor will be hosting with Assemblymember Mike Gipson a Sunset Talk at Dollarhide Community Center on the Terrace. The featured speaker will be Mike Gibson. Everyone is welcome.
- July 26, 2025, from 9am to 1pm she will be coordinating another Paper Shredding Event and E-Waste event at the Compton Towne Center located in the parking lot between H & R Block and Burger King between Compton Blvd. and Alameda St. No furniture allowed. It's for documents but no more than three grocery bags or boxes. Feel free to drop off small appliances, computers, tablets, phones, TV's and the like. Thanks to Republic Services for offering the free community programs to the citizens in the city. Contact her assistant Dean Jones at 310-761-1482 for additional information.
- Mr. Kinsey Jones mentioned the fence on Long Beach Blvd. at the old McDonald's site. The city approved for the fence to be replaced or refurbished earlier this year. It should have been done already or coming soon.
- Many people have mentioned having restaurants in the city. She too would like to have restaurants in the city as well. She would like to get together with the citizens and visit restaurants to see what they can do to bring restaurants to the City of Compton.
- Thank you, a safe, clean and friendly city at all times.

Mayor Sharif offered the following communications/announcements:

- The Grants Department has awarded over \$400,000 in funding to support local businesses. Phase II of the Small Business Grant closes July 19, 2025. Through the Housing Rehab Program six homes have been completed. Phase II of the Housing Rehab Program is now open and closes on July 31, 2025. For further information on the grants programs please contact the Grants Dept. at 310-605-5580
- The kickoff and registration for Seniors Meals on Wheels Program is scheduled for July 24, 2025, from 11am to 1pm at Dollarhide Community Center.
- On July 11, 2025, her office partnered with the L.A. County Public Defender's Office and hosted an Expungement Fair at Dollarhide from 10am to 2pm. The event is designed to help individuals reclaim their freedom of access to new opportunities after getting their record expunged. They had ninety-seven sign ins, one hundred thirty-two expungements and twenty-nine sealings. There were also approximately eleven vendors that provided resources and career opportunities to those in attendance.

- On July 25, 2025, in collaboration with Councilmember Lillie Darden, they will be hosting their first Sunset Talks with Assemblymember Mike Gibson. The evening is designed for them to sip, chat and connect with local leaders under the sunset while discussing community concerns and recent issues impacting Compton. They invite the community to submit discussion topics when they sign up by using the QR code on the flyer or by calling 310-605-5662. The event will take place on the outside patio of the Dollarhide Community Center from 6pm to 7:30pm.
- Let’s continue to support one another, stay connected and stay involved. She wished everyone a safe evening. They will see them next week, then after that they will see them in the first week of September.

ADJOURNMENT

On motion by Darden, seconded by Duhart, the meeting was adjourned at 7:03pm by the following vote on roll call:

AYES: Councilmembers - Duhart, Spicer, Darden, Mayor E. Sharif
NOES: Councilmembers – None
ABSENT: Councilmembers – Bowers

SATRA D. ZURITA
CITY CLERK CITY OF COMPTON

EMMA SHARIF
MAYOR CITY OF COMPTON

SEPTEMBER 9, 2025

The Compton City Council meeting was called to order at 4:30 p.m. by Mayor Emma Sharif at the Dollarhide Community Center located at 301 N. Tamarind Ave., Conference Room 101, Compton, CA 90220. The Moment of Silence and Pledge of Allegiance Ceremonies were also led by Mayor Emma Sharif.

ROLL CALL

Council Members Present: D. Duhart, A. Spicer, J. Bowers, L. Darden, Mayor E. Sharif
Other Officials Present: W. Hopkins Jr., B. Mims, E. Perrodin, S. Zurita

PUBLIC COMMENT ON CLOSED SESSION

There were no public comments on closed session items.

4:30 PM CLOSED SESSION

1. Public Employee Performance Evaluation / Discipline / Dismissal / Release
Title: City Controller
(Government Code Section 54957(b)(1))

On motion by Councilmember Darden, seconded by Councilmember Duhart, to recess to close session at 4:32 p.m. by the following vote on roll call:

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

On motion by Councilmember Spicer, seconded by Councilmember Darden, to reconvene at 6:18 p.m. by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION

Mayor Sharif reported that information was received and gathered.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Luis Hernandez - Mr. Hernandez expressed ongoing concerns about public safety and staffing within the Fire Department. He previously addressed the Council in 2023 regarding the shortage of paramedics, excessive workloads, and the resulting impacts on personnel, including family strain, higher divorce and PTSD claims, and cancelled vacations. He noted these issues also increase liability for the City through slower response times, errors in medical treatment, and greater reliance on mutual aid.

He further reported that, due to staffing shortages, a paramedic unit had to be shut down the previous weekend, leaving only three paramedic engines available.

Mr. Hernandez also described his experience during the June 7, 2025 protest near Dominguez High School. He assumed command on scene, coordinated with County Fire and the Sheriff's Department, and noted communication challenges within his department during the incident.

Albert De La Mora – Mr. Albert Mora, a resident commended the City for the community banners honoring youth but noted the lack of information on the City’s website about how to participate or nominate individuals. He also raised concerns about abandoned vehicles and trash bins being overlooked by parking and code enforcement, urging the City to address small issues consistently to improve overall community conditions.

Floyd Smith - Mr. Smith raised concerns about unsafe development and lack of transparency regarding the sale and development of 105 East Brooks Grant, part of Tract 4828. He reported that in February 2024, a property was sold by the Successor Agency and a medical facility was constructed only 65 feet from an active pipeline, creating significant safety risks.

He noted the facility remains unopened due to failing a backflow assessment and lacking legal access to potable water, which is restricted to Tract 4828 residents. Mr. Smith stated that the property sale occurred without a Successor Agency resolution and failed to address the Water Trust’s interests, undermining public trust and fiduciary responsibility.

He urged the City to hold a public hearing to investigate the lack of oversight, transparency issues, and infrastructure risks, and to take urgent action to protect public safety and community trust.

Louise Jones – Madame Mayor and Council, I am a 40-year resident and homeowner in Council District 2. I am here to address the ongoing illegal dumping in our neighborhood. My son and I regularly document the issue, and the recent photos we posted show debris so severe that it’s difficult to access the alley, even for trash trucks.

We need solutions such as working cameras, posted signage, and increased community vigilance. There are elderly homeowners in the area who are particularly affected. I am willing to assist in any initiatives to engage residents and help resolve this problem. We hope the Council will prioritize improving our neighborhood.

Omar Spry - Mr. Spry, a resident of 138th Street, stated he continues to receive code enforcement notices for illegal birds, though his birds are homing racers permitted under state law. He explained they are distinct from fowl such as chickens or ducks and requested that code enforcement stop issuing incorrect citations.

Maria Villareal - Ms. Villareal, addressed the recent Supreme Court decision and its impact on immigrant and minority families. She emphasized the Chamber’s commitment to dignity, unity, opportunity, and safety for all residents. She urged the Council and community leaders to reaffirm their commitment to inclusion, equity, and justice, ensuring Compton remains a city where every resident is valued and supported.

Patricia Gonzalez - Ms. Gonzalez, expressed solidarity with families facing fear and uncertainty following recent events. She compared current challenges to past injustices against Black and Latino communities, emphasizing the vital contributions of immigrant labor, businesses, and culture to the nation. She urged the community to stand united in faith, resilience, and mutual support, and called for continued action toward dignity, justice, and hope.

Kareemah Bradford - Ms. Kareemah commented on Item 6, urging greater transparency in salary-setting resolutions. He stated that resolutions should clearly list salary ranges, adjustments, and changes, rather than requiring residents to reference other documents. She cited Municipal Code sections 535–537 and suggested practices such as preparing agendas a week in advance, allowing public comments online, and using clear sample resolution formats to ensure clarity and accountability.

Tanya Lewis – Ms. Lewis, a resident of the First District, requested an update from the Treasurer regarding the status of \$5.6 million, noting eight months have passed without information. She thanked the City for recent cleanup efforts on El Segundo and Central but expressed concern that the work was incomplete, with no soil, flowers, or weed removal. She also questioned the status of the youth hiring program, stating she had not observed local students working over the summer. Finally, she defended the City Manager, noting he corrected an earlier error and has worked to improve the City, and urged Lynn to move past personal conflicts and focus on the City's progress.

Lynn Boone – Lynn Boone City of Compton, and I'm serving the City Attorney a letter today. It's a demand for an investigation. I bring before you a demand by the public that you investigate certain actions which are critical to the constitutional rights of the individuals within our City and governing process. I bring about a question related to the liability of the City Council Member Andre Spicer and his appointment to that seat. Two questions immediately come up. Votes were removed which is a violation of the voting rights act of California and the United States. Two, in the process of Appointing the new member of the Council, the process the City, excuse me, the council violated the process of the City Charter. It was totally ignored. These are very serious and dangerous violations of our constitution. The reason I'm asking you to investigate is because we know that the voters of the City have asked that the laws be changed and the City Attorney be appointed by the City Manager through the City Council.

We believe that this may be an issue as was stated in an election of the county prosecutor last fall that the City of Compton is a Chartered City. The State is therefore dependent upon the City to police itself as prosecutor because the City has an elected City Attorney. As you know, the proposition before the voters gave a specific date for when the new process would begin and an old process when it would conclude. Under the statutory change, the effective date of the new statute is 2026, which means that you remain Elected City Attorney for the City and that means this action is extremely critical to the City to the rights of the voters and the rights of the citizens. It is imperative we demand that you take immediate action into investigating this process and continue to do so until effective day. And my allegations are addressed. Mr. City Attorney, if for whatever reason you cannot conduct this investigation, please give it to me in writing because we do have agencies that are ready and willing to come into the City. The last thing I want to say, I don't hate the City Manager, but I do dislike him as what he's doing for the City and what he's not doing for the City. But if someone would listen, they would know. I said it was the Director of the Grants Department that lied, you know. So I just say some people get up here and say things and they're not listening. And I'm asking the City Clerk to be sure that this is verbatim in the minutes. I'm asking this ahead of time because you already have that listed.

Fidel Marquez – Mr. Marquez addressed the City Council expressing concern about public safety and city management. He thanked the Battalion Chief for informing residents about risks to taxpayers and criticized perceived neglect by city leadership. Mr. Marquez highlighted issues with the county assessment role, questioning the accuracy of documentation leading to higher taxes and emphasizing the financial burden on residents. He also raised concerns about traffic congestion, noting that emergency vehicles may be impeded, and suggested solutions such as painting curbs, building parking structures, and better managing vacant properties to improve safety and accessibility.

Vanessa Cain – Ms. Cain addressed the City Council regarding several community concerns. She highlighted the need to clean up trash and dead grass behind the shopping center near the transportation center and emphasized the importance of parents disciplining youth responsible for vandalism and criminal activity. She noted recurring robberies at a local Arco station and stressed accountability to prevent further incidents. Ms. Cain also commented on the city's handling of homelessness, suggesting that resources and oversight of nonprofit agencies be reevaluated to more effectively address the issue.

Mayor Sharif - Addressed the Community regarding a recent Supreme Court ruling allowing immigration agents to resume patrols targeting Latino communities in Los Angeles. She emphasized that no one in Compton or the country should be singled out based on heritage or skin color and reaffirmed the city's commitment to diversity, inclusion, and immigrant contributions. The Mayor pledged to continue advocating for resources, protection, and respect for all residents and encouraged the community to stand united against discriminatory practices.

City Manager Hopkins - Addressed public comments regarding safety and city maintenance. He noted that concerns about the El Segundo intersection have been addressed and explained that citywide theft of backflow devices and copper has negatively impacted irrigation and street lighting, with plans to transition some systems to solar. He also explained that summer employment programs were disrupted due to changes in federal grants. City Manager Hopkins clarified that the City Attorney is appointed by the City Council, not the City Manager, and announced that Assessor Jeff Prang will present information to the Council on the fifth Tuesday of the month with public notice. He then yielded to Fire Chief Simpson for additional comments.

Fire Chief Simpson - Addressed public concerns about emergency response and staffing. He assured the public that the Compton Fire Department is fully operational and responding to all incidents. Chief Simpson acknowledged a longstanding shortage of paramedics, noting that while 14 new firefighters have been hired in the past year, certified paramedics are difficult to recruit. To address gaps, the department uses paramedic engines and smaller squads to maintain service levels, ensuring citizens see consistent response. He emphasized that any communication failures regarding staffing shortages will be addressed and apologized for any lack of public notification.

Mr. Miller - Emphasized concerns about public safety. He recounted a recent incident where youth ran through neighborhood yards to evade police, and noted frequent illegal fireworks, citing another city's example of imposing steep fines as a possible model. He expressed frustration that the Sheriff's Department does not adequately respond to calls regarding street takeovers in his area (Grandee and Stockwell).

He urged the Council to prioritize public safety enforcement to protect residents, reduce dangerous activities, and prepare the city for upcoming opportunities like the Olympics. Mr. Miller also mentioned rising tax burdens on residents, which he feels are worsened by insufficient accountability and lack of revenue solutions.

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.

On motion by Councilmember Spicer, seconded by Councilmember Duhart, to approve the consent calendar by the following vote on roll call:

AYES: Council Members – None
NOES: Council Members – None
ABSENT: Council Members – None

During consideration of the Consent Calendar, City Treasurer Mims noted that the City Treasurer's Report should be under the Regular Agenda.

As a result, Councilmembers Spicer and Duhart withdrew their motion to approve the Consent Calendar and the items were presented separately.

The City Treasurer's Report was pulled from Consent Agenda

CITY TREASURER REPORTS

2. POWERPOINT PRESENTATION: FY25 FOURTH QUARTER INVESTMENT REPORT (Receive and File) - City Treasurer (Brandon Mims) PRIORITY, PUBLIC SAFETY, AND TRANSPARENCY

Summary of the City Treasurer's Fourth Quarter Report (Fiscal Year 2025)

The City Treasurer presented the Fourth Quarter Investment Report for Fiscal Year 2025, highlighting the city's investment strategy, portfolio performance, and increased investment earnings.

Key Highlights:

- The Treasurer thanked the staff, the City's investment advisor (Chandler Asset Management), and investment partners for their assistance in preparing the report.
- The city's investment strategy continues to focus on three priorities:
 - Liquidity (having cash readily available for city operations)
 - Stability (protecting public funds)
 - Yield (earning investment income)
- During FY 2025, the city also began investing in short-term, highly rated certificates of deposit (CDs) to take advantage of higher interest rates.

Portfolio Performance:

- The investment portfolio earned an average 3.14% weighted yield during FY 2025.
- Although the portfolio performed well for its intended purpose, it did not match the LAIF or one-year U.S. Treasury benchmarks.
- The Treasurer explained that this is intentional because the city maintains approximately \$109 million in highly liquid, low-yield accounts to ensure sufficient cash is available for major expenditures, such as a recent \$71 million payment.

Potential for Higher Earnings:

- If the city could reduce the amount of cash held for operational needs and invest more funds for longer periods:
 - Earnings could increase by approximately \$4.2 million if performance matched the LAIF benchmark.
 - Earnings could increase by approximately \$5.46 million if performance matched the one-year Treasury benchmark.
- However, doing so would reduce the city's immediate access to cash, so a balance between liquidity and higher returns is necessary.

Interest Earnings Increased:

- The Treasurer reported that investment earnings increased by approximately 30% compared to the previous fiscal year.
- The increase was attributed to:
 - Higher interest rates.
 - Improved cash management that allowed more operational funds to be invested rather than sitting in non-interest-bearing accounts.
- Charts demonstrated that as more cash was invested, even at conservative rates, total investment income increased significantly.

Council Discussion

Council members discussed how the additional investment earnings might be used.

- One council member suggested dedicating some of the increased investment income to street repairs and infrastructure improvements.
- The Treasurer agreed that additional funding for infrastructure would be beneficial but clarified that the Treasurer's Office is responsible for managing investments—not deciding how investment earnings are spent. Any allocation of funds would require action by the City Council and City Manager.
- Another council member praised the Treasurer's performance, noting that the city generated approximately \$10 million in investment income, compared with significantly lower returns in previous years. The council member commended the Treasurer for substantially improving the city's investment earnings while maintaining financial stability and liquidity.

Overall Takeaway

The report concluded that the city's investment portfolio remains safe, liquid, and financially sound, with substantially improved earnings in FY 2025. While the city could potentially earn millions more by investing more aggressively, the Treasurer emphasized that maintaining adequate cash reserves is essential to meet operational obligations and protect the city's financial flexibility. The discussion also highlighted the opportunity for the City Council to consider using a portion of the increased investment income to fund future infrastructure and other community priorities.

On motion by Councilmember Darden, seconded by Councilmember Duhart, to receive and file report by the following vote on roll call:

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

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH UCLA CENTER FOR PREHOSPITAL CARE TO PROVIDE NURSE EDUCATOR SERVICES FOR THE COMPTON FIRE DEPARTMENT AND ESTABLISH A PURCHASE ORDER (\$70,560.00)

Councilman Bowers asked whether steps are being taken to hire additional firefighters and paramedics, including the possibility of lateral hires, to address staffing shortages.

Fire Chief Simpson acknowledged that paramedic staffing remains an ongoing concern but explained there is no simple solution. When paramedic units are tied up at hospitals, dispatch reallocates personnel and relies on mutual aid agreements with Los Angeles County and neighboring cities to ensure emergency coverage. Compton also provides the same assistance to surrounding jurisdictions when needed.

Regarding lateral hiring, Chief Simpson explained that Compton does not have dedicated paramedic positions—only firefighter positions with paramedic assignments. Because of this structure, the City cannot simply laterally hire paramedics into those assignments without following the appropriate hiring process. The Fire Department is working with Human Resources to explore options while ensuring compliance with City hiring policies and avoiding potential union grievances.

Chief Simpson also reported that the department **is** investing in developing its current workforce. Several firefighters have completed the first phase of testing and will continue through a second pre-test. Those who qualify will attend paramedic school beginning in January.

The discussion occurred alongside Council consideration of an agreement with UCLA Center for Prehospital Care to provide nurse educator services for the Fire Department's EMTs and paramedics, supporting ongoing training and professional development. Overall, the Fire Chief emphasized that the City is actively addressing paramedic staffing through training, careful coordination with HR, and regional partnerships, while recognizing the recruitment and staffing challenges.

On motion by Councilmember Darden, seconded by Councilmember Spicer to approve and adopt **Resolution No. 26,300** by the following vote on roll call:

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

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE ANNUAL APPROPRIATION (GANN) LIMIT FOR FISCAL YEAR 2025-2026

City Manager Hopkins presented the Annual GANN Appropriations Limit Resolution, explaining that the GANN Limits the amount of tax revenue local governments may appropriate each year under the California Constitution. The calculation is based on factors including changes in the City's non-residential assessed valuation and population changes for both the City of Compton and Los Angeles County.

City Manager Hopkins noted that the City previously had to adopt GANN Limits for prior years to restore compliance with state law. For Fiscal Year 2025–26, the City's GANN Appropriations Limit was calculated at \$151,500,783, with the City's appropriations remaining \$29,457,965 below the maximum allowable limit. As a result, the City is in compliance with the requirements of the California Constitution and state law.

On motion by Councilmember Spicer, seconded by Councilmember Darden to approve and adopt **Resolution No. 26,301** by the following vote on roll call:

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

HUMAN RESOURCES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INVESTIGATIVE, LEGAL, AND PROFESSIONAL SERVICES AGREEMENT WITH VAN DERMIDEN MAKUS LAW CORPORATION AND ESTABLISH AN OPEN PURCHASE ORDER NOT TO EXCEED \$75,000.00

Councilmember Darden asked about the amount of outstanding invoices related to Fiscal Years 2024–25 and 2025–26, expressing concern that vendors should not perform work without an approved purchase order or contract.

Human Resources Director Jones, explained that the item involves a law firm that provides employee relations and investigative services. Due to the sensitive nature of the investigations, delaying the firm's engagement could have exposed the City to additional liability. Although the City intended to establish a contract before the end of the fiscal year, administrative and logistical issues prevented it from being finalized. The proposed Resolution was presented to correct that issue.

Human Resources Director Jones in response to a follow-up question regarding the amount of outstanding invoices, the information was not immediately available but would be provided at a later time. He also confirmed that background check services are handled by a separate vendor.

On motion by Councilmember Bowers, seconded by Councilmember Spicer to approve and adopt **Resolution No. 26,302** by the following vote on roll call:

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

REGULAR AGENDA

UNFINISHED BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2025-2026 BUDGET

Prior to consideration of this item, City Clerk Zurita announced that this item required two amendments. In section number three, the correct account should be 5000-850-000-4101 replacing the previously listed account number.

In section number five, the correct account number is 2000- 840-000-4101.

Council discussion followed regarding the readability of the budget amendment and whether the public could easily understand the proposed changes, including the relationship between the current and proposed positions and associated salary adjustments.

City Manager Hopkins explained that the budget amendment was intended to be considered in conjunction with the salary schedule presented at the previous meeting. It was further explained that the salary schedule had been considered separately and that the budget amendment had been continued as unfinished business to allow the Council additional time for review. The City Manager also clarified that the salary adjustments reflected actions previously approved during labor negotiations.

Councilmember Darden expressed concerns regarding provisions related to positions within the Municipal Law Division and questioned whether certain budget allocations were consistent with the City Charter.

City Manager Hopkins responded that the City Charter authorizes the City Council to retain legal counsel and stated that legal opinions obtained by the City concluded that the proposed actions were consistent with the Charter. Additional clarification was provided regarding the reporting relationship of the Municipal Law Division Chief and the timing for recruitment, noting that recruitment would not begin until the budget amendment was approved.

On motion by Councilmember Bowers, seconded by Councilmember Duhart to approve and adopt **Resolution No. 26,303** by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Darden offered the following communications/announcements:

- Councilmember Darden announced that she will host a District 4 Town Hall Meeting on Saturday, September 20, from 10:00 a.m. to 12:00 p.m. at Kelly Park, located at 2319 East Caldwell Street. She stated that the meeting will focus on public safety, grants, economic growth, community parks, and opportunities, and noted that the event flyer has been posted on the City's community calendar.

- Councilmember Darden expressed her appreciation for the street pole banners displayed throughout the City recognizing scholars from the Compton Unified School District. She congratulated the Compton Unified School District and its leadership on the recognition received by Compton High School's Career Technical Education (CTE) programs, including hands-on training and certification opportunities in CPR, Emergency Medical Technician (EMT), and First Responder programs.
- She reported that her office attended the Kelley Elementary Verizon Innovative Learning Schools device rollout celebration, which highlighted the use of digital technology to support student learning within the Compton Unified School District.
- Councilmember Darden also reported that her office attended a meet-and-greet hosted by the steering committee of the Compton Human Trafficking Task Force, which is working to coordinate prevention strategies, streamline referral pathways, and expand access to housing and supportive services for victims. She thanked Vedra Handy, Director of Restoration Diversion Services, for her leadership.
- Councilmember Darden requested that staff address ongoing traffic safety concerns on East Mettler Street, noting that residents have reported excessive speeding and multiple traffic collisions. She asked staff to evaluate additional traffic enforcement and revisit previous discussions regarding parking restrictions in the area.
- She further reported concerns regarding a growing raccoon infestation in District 4 and requested that staff explore potential solutions, noting that Animal Control has been unable to adequately address the issue.
- Councilmember Darden advised that the gate at South Park has been repaired and recommended that it be inspected daily to ensure it remains operational and to prevent unauthorized access after hours.
- Lastly, Councilmember Darden reminded residents that Republic Services provides bulky-item collection for residential customers. She encouraged residents to contact Republic Services at least 48 hours in advance to schedule pickup of up to six bulky items per quarter and provided the customer service telephone number. She concluded her remarks by encouraging everyone to help keep Compton a safe, clean, and friendly city.

Councilmember Bowers offered the following communications/announcements:

- Councilmember Bowers commented on concerns regarding raccoons in residential neighborhoods, noting that Animal Control does not typically respond to raccoon or feral cat removal. He shared information regarding humane trapping and relocation as a possible option for residents.
- Councilmember Bowers reported that he attended the initial steering committee meeting for the Compton Human Trafficking Task Force, which is being established to coordinate efforts to address human trafficking within the community. He stated that the task force will include community participation once its framework has been finalized.
- He announced that, in collaboration with community partners, his office will host the Sixth Annual Prostate Cancer Awareness Walk/Run on September 20 at Compton College. The event will include free prostate-specific antigen (PSA) screenings, educational materials, and community resources, and he encouraged residents to participate.

- Councilmember Bowers also announced that, on September 20, the Third District Office and the City Manager's Office will co-host a community town hall meeting to introduce the City's new parking permit program, beginning with the Richland Farms neighborhood. He stated that the meeting is intended to provide residents with information and answer questions regarding the program's implementation.
- Councilmember Bowers concluded his remarks by honoring the memory of Miko Malaysia Boyen, recognizing her community involvement and support during his campaign. He extended condolences to her family on behalf of the City of Compton and encouraged continued unity, accountability, and collaboration in serving the community.

Councilmember Spicer offered the following communications/announcements:

- Councilmember Spicer announced several upcoming workforce development, nonprofit, and small business programs available to Compton residents.
- He announced that the Work Education and Resource Center (WERC) will offer a Peer Personnel Training and Placement Program from September 15 through October 24, designed to connect job seekers with employment opportunities in peer support services.
- Councilmember Spicer also announced a Nonprofit Basics Workshop scheduled for September 27, which will focus on nonprofit board governance, recruitment, engagement, and legal responsibilities.
- He further announced the Business Leadership, Accounting, Structure, and Tax (BLAST) Project, a 10-week small business accelerator program scheduled from October 1 through December 10. The program is intended to assist aspiring entrepreneurs by providing instruction in leadership, business structure, banking, and taxation. Participants will also receive assistance with business licensing, opening business bank accounts, and the opportunity to present their businesses during a final pitch competition.
- Additionally, Councilmember Spicer announced that the Entrepreneur Pathway for Urban Communities (EPUC) program will return on November 22, offering a seven-week workshop series, mentoring, and one-on-one business consulting for entrepreneurs.
- Councilmember Spicer concluded his comments by thanking the City of Carson and Councilmember Cedric Hicks for the invitation to attend the Carson Blues Affair and expressed his appreciation for the event.

Councilmember Duhart offered the following communications/announcements:

- Councilmember Duhart thanked everyone who attended the meeting and expressed her appreciation for the public's participation. She noted the strong community turnout and encouraged residents to continue attending City Council meetings and sharing their comments and concerns regarding City business.
- Councilmember Duhart concluded her remarks by encouraging residents to "Eat, Shop, and Buy Compton" and to help keep Compton a safe, clean, and friendly city.

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif reported that on September 6 she attended the Senior Care Solutions Community Gathering, where residents received community resources and participated in activities and entertainment. She also attended the City's Employee Summer Social, thanking the City Manager's Office for organizing the event for City employees and their families.

- Mayor Sharif announced an upcoming Suicide Prevention and Substance Abuse Vigil, to be held on Friday, September 12, from 5:00 p.m. to 8:30 p.m., in collaboration with Shirley Barker, and invited the community to participate.
- Mayor Sharif concluded the meeting by honoring the memory of Jesse John Jones and Ron Chapman. She extended her heartfelt condolences to the Jones family and to the family of Mr. Chapman on behalf of the City Council.

ADJOURNMENT

On motion by Councilmember Duhart seconded by Councilmember Darden, the meeting was adjourned at 8:03 p.m., by the following vote on roll call:

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

SATRA D. ZURITA	EMMA SHARIF
CITY CLERK OF THE CITY OF COMPTON	MAYOR OF THE CITY OF COMPTON

July 21, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO ONE OR MORE VENDORS (DION AND SONS, INC., WOOD OIL COMPANY AND JANKOVICH COMPANY) FOR THE PURCHASE OF GASOLINE FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to establish purchase orders to one or more vendors (Jankovich Company, Dion and Sons, Inc. and Wood Oil Company) for the purchase of gasoline and diesel for the City's fleet in an amount not to exceed Seven Hundred Thousand Dollars (\$700,000).

BACKGROUND

The Public Works Street Maintenance Department (Department) is responsible for managing the City's Fleet Maintenance Division and supporting the operation of City-owned vehicles and equipment. The Fleet Maintenance Division works collaboratively with all City departments to ensure vehicles and equipment remain safe, reliable and operational through routine maintenance and repair services.

The Fleet Division is responsible for procuring unleaded gasoline and diesel fuel for citywide operations. The Division coordinates fuel deliveries to City facilities, performs daily inspections of fueling stations to ensure compliance with applicable local, state and federal regulations, and oversees the maintenance and repair of fuel system infrastructure.

Due to fluctuations in fuel pricing and market availability, the Department seeks authorization to procure fuel from multiple qualified vendors throughout Fiscal Year 2026-27. This approach will provide flexibility to purchase fuel at the most competitive market rates is requesting the flexibility to purchase fuel at the most competitive market rates while ensuring an uninterrupted fuel supply for essential City operations.

The fuel pricing quotations presented in this report reflect current market rates provided by the respective suppliers and are based on 2026 pricing information. Historical pricing data was not utilized in the evaluation process.

STATEMENT OF THE ISSUE

The Department is responsible for supplying gasoline and diesel fuel for the City's fleet of vehicles and equipment. To ensure the continued operation of essential municipal services, authorization is requested to purchase fuel during Fiscal Year 2026-27 in an amount not to exceed Seven Hundred Thousand Dollars (\$700,000).

Funds may be allocated among one or more of the following vendors:

- Dion and Sons, Inc.
- Wood Oil Company
- Jankovich Company

The Department solicited and received the following fuel pricing quotations based on supplier margins over the OPIS Daily Average:

Company Name	Red Diesel Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)	87 Regular Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)
Dion and Sons, Inc.	0.12	0.12
Wood Oil Company	0.18	0.18
Jankovich Company	0.07	0.07

***OPIS** (Oil Price Information Service) is a company providing pricing and news information for petroleum pricing, news and analysis for gasoline, diesel, ethanol, biodiesel, LP-gas, jet fuel, crude, natural gas, etc. (OPIS is the only provider of U.S. spot, rack and retail prices for petroleum supplier information).*

FISCAL IMPACT

Funding in the amount of Seven Hundred Thousand Dollars (\$700,000) is included in the Department's Fiscal Year 2026-27 Budget and is available in Account No. 6000-720-000-4228.

ALTERNATIVE

No other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends that the City Council approves the attached Resolution.

MARCUS HARRIS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING:

**JERRY GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO ONE OR MORE VENDORS (DION AND SONS, INC., WOOD OIL COMPANY AND JANKOVICH COMPANY) FOR THE PURCHASE OF GASOLINE FOR THE CITY’S FLEET IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)

WHEREAS, this resolution will authorize the City Manager to establish purchase orders to one or more vendors (Dion and Sons, Inc., Wood Oil Company and Jankovich Company) for the purchase of regular and diesel fuel for the City’s fleet in an amount not to exceed Seven Hundred Thousand Dollars (\$700,000); and

WHEREAS, the Fleet Operations Division of the Public Works Street Maintenance Department (Department) is responsible for the acquisition of fuel for citywide use; and

WHEREAS, the Division manages delivery of fuel to city sites and conducts daily fuel site inspections to meet local, state and federal reporting requirements and repairs, monitors and maintains fuel sites; and

WHEREAS, the price and availability of fuel has been unpredictable during the previous fiscal years which has caused the Department to request the ability to purchase from multiple fuel vendors; and

WHEREAS, the Department is requesting authorization to purchase fuel for Fiscal Year 2026-27 from three (3) fuel providers: Dion and Sons, Inc., Wood Oil Company and Jankovich Company; and

WHEREAS, staff solicited the following fuel quotes:

Company Name	Red Diesel Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)	87 Regular Fuel - Cents per 7600 gallons (Margin over OPIS Daily Average)
Dion and Sons, Inc.	0.12	0.12
Wood Oil Company	0.18	0.18
Jankovich Company	0.07	0.07

WHEREAS, fuel pricing quotations reflect verified current market rates for the 2026 calendar year, as provided by suppliers. No historical pricing data has been utilized or factored into any calculations; and

WHEREAS, funding for this expenditure is available in the Department’s Fiscal Year 2026-27 Budget in Account No. 6000-720-000-4228.

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 establish purchase orders to one or more fuel vendors (Dion and Sons, Inc., Wood Oil Company and Jankovich Company) to purchase regular and diesel fuel for the City’s fleet in an amount not to exceed Seven Hundred Thousand Dollars (\$700,000).

SECTION 2. That funding for this expenditure is available in the Department’s Fiscal Year 2026-27 Budget in Account No. 6000-720-000-4228.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and Public Works Street Maintenance Department.

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

ADOPTED this 21st day of JULY, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 21st day of JULY, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



- ◆ FUELS
- ◆ LUBRICANTS
- ◆ SOLVENTS
- ◆ CARDLOCK
- ◆ INDUSTRIAL SERVICES

BILL OF LADING

* * * QUOTE * * *

A Member of the Amber Resources Family

REMIT TO: 1543 W. 16th Street Long Beach, CA 90813
888-424-DION 562-432-3946 FAX: 562-432-7969

1

DELIVERY WINDOW	
ORDER NUMBER	Q40043
ORDER DATE	07-04-26
DELIVERY DATE	
CUSTOMER NUMBER	23306

BILL
TO

CITY OF COMPTON
205 S WILLOWBROOK PO BOX 5118
COMPTON, CA 90221

SHIP
TO

CITY OF COMPTON
205 S WILLOWBROOK
COMPTON, CA 90220

CUSTOMER PO		TERMS	ORDERED BY	TAKEN BY	SHIP VIA	
		NET 15 DAY		Jessica Guzman	OUR TRUCK	
ORDERED	DELIVERED	ITEM/PACKAGE	DESCRIPTION		PRICE/PACKAGE	EXTENSION
84000		31ULD-WH000 GAL	NA1993, DIESEL FUEL, COMBUSTIBLE LIQUID, PG III NO VISIBLE EVIDENCE OF DYE CA DSL FUEL, MAX 15PPM SULFUR ULS CARB DIESEL FUEL NA1993, DIESEL FUEL, COMBUSTIBLE LIQUID, PG III NO VISIBLE EVIDENCE OF DYE CA DSL FUEL, MAX 15PPM SULFUR		4.882	410,088.00
84000		FET-WH000 GAL	FEIN 95-2378358 FEDERAL EXCISE TAX DIESEL FEIN 95-2378358		0.244	20,496.00
84000		RT-WH000 GAL	STATE HWY EXCISE TAX		0.466	39,144.00

SUBTOTAL						469,728.00
Environmental Compliance Fee						11.95
FUEL SURCHARGE						15.95
CITY OF COMPTON 10.75%						71,049.36
C CLEAR DIESEL TAX ADDL 5.75%						
PRICE PER GALLON BASED ON TIME AND DATE OF DELIVERY						
EMERGENCY CONTACT NUMBER (800) 633-8253						
DRIVER	TRUCK	CONTACT		PHONE	ACCESS CODE	TOTAL
				310-605-5576		540,805.26
QUANTITY RECEIVED IN GOOD ORDER						
PRINTED NAME			SIGNATURE			DATE

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.



- ♦ FUELS
- ♦ LUBRICANTS
- ♦ SOLVENTS
- ♦ CARDLOCK
- ♦ INDUSTRIAL SERVICES

BILL OF LADING

* * * QUOTE * * *

A Member of the Amber Resources Family

REMIT TO: 1543 W. 16th Street Long Beach, CA 90813
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1

DELIVERY WINDOW	
ORDER NUMBER	Q40042
ORDER DATE	07-04-26
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CUSTOMER NUMBER	23306

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CUSTOMER PO		TERMS	ORDERED BY	TAKEN BY	SHIP VIA	
		NET 15 DAY		Jessica Guzman	OUR TRUCK	
ORDERED	DELIVERED	ITEM/PACKAGE	DESCRIPTION		PRICE/PACKAGE	EXTENSION
84000		02100-WH000 GAL	UN1203, GASOLINE, 3, PG II REGULAR UNLEADED UN1203, GASOLINE, 3, PG II Environmental Compliance Fee FUEL SURCHARGE CITY OF COMPTON 10.75% G ITEMS SUBJECT TO 5% SALES TAX CREDIT PRICE PER GALLON BASED ON TIME AN DATE OF DELIVERY		4.789	402,276.00

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Gasoline			
	Regular	Mid-Grade	Premium
OPIS Base w CAR & LCI	3.5197	3.8347	4.1115
Oil Spill Recovery Fee	0.0000	0.0000	0.0000
AB 32 Fees	0.0035	0.0035	0.0035
Superfund Tax	0.0035	0.0035	0.0035
CA Lead Poisoning	0.0008	0.0008	0.0008
FET and LUST	0.1840	0.1840	0.1840
State Excise Tax	0.6120	0.6120	0.6120

OPIS Pricing Cost	4.324	4.639	4.915
-------------------	-------	-------	-------

Margin	0.12	0.12	0.12
Product Price (Invoice)	4.444	4.759	5.035

LAB Tax (If applicable)	0.000	0.000	0.000
Sales Tax	10.75%	0.478	0.541
Gas Credit	-5.00%	-0.222	-0.252
Total Cost	4.699	5.032	5.325

CARB Diesel			
	Clear	Dyed	
OPIS Base w CAR & LCFS	3.8800	3.8571	
Oil Spill Recovery Fee	0.0000	0.0000	
AB 32 Fees	0.0032	0.0032	
Superfund Tax	0.0039	0.0039	
LUST	0.0000	0.0010	

OPIS Pricing Cost	3.887	3.865	
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Margin	0.12	0.12	
Product Price (Invoice Price Before)	4.007	3.985	

Fed Excise Tax	0.244	0.000	
CA Road Tax	0.466	0.000	
LAB Tax (If applicable)	0.000	0.000	
Sales Tax	10.75%	0.457	0.428
Diesel Tax (If applicable)	5.75%	0.244	0.000
Diesel Sales Tax Exempt	0.00%	0.000	0.000
Total Cost	5.419	4.414	



Wood Oil Company

Fueling California Forward Since 1942

PRICE QUOTE

1532 W. 132ND Street • Gardena, CA 90249 • (323) 321-3864 (24 hours)

(310) 324-5138 • Fax: (310) 769-0629 • woodoil@woodoilcompany.com • woodoilcompany.com

6-9-2026

FUEL QUOTE:

	<u>GALLONS</u>	<u>PRODUCT</u>	<u>MARGIN OVER L.A. OPIS DAILY AVERAGE</u>
1.	7600	RED DYED DIESEL	.18
2.	7600	87 REG UNLEADED	.18

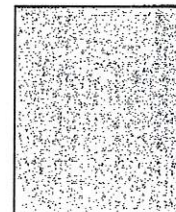


The Jankovich Company

Fuel Proposal

Date: June 5, 2026

Customer Name: City of Compton
 Contact Name: _____
 Address: 458 S. Alameda St., Compton CA 90220
 Ship To: See Below
 Phone: 310-605-6232
 Cell: (310)605-5691
 Email: dbuckner@comptoncity.org



Product
 Gallons
 Margin over LA Opis Daily Av.

Fire Dept.
 1133 W. Rosecrans Ave.
 Compton CA 90222

Red DF
3000
\$0.0900

Public Works
 458 S. Alameda St.
 Compton CA 90220

Red DF
7600
\$0.0716

Public Works
 458 S. Alameda St.
 Compton CA 90220

87 REG
7600
\$0.0700

****The Jankovich Company does not charge a Regulatory Compliance Fee****

The Jankovich Company / 14066 Garfield Ave. / Paramount, CA 90723 / (800) 650-0200 / Fax (562) 531-



Maintenance

Public Works Street

July 9, 2026

Request for Annual Fuel Funding Allocation – \$700,000

Public Works Department – Municipal Fleet Operations

Recommendation

Staff respectfully recommends that the City Council approve an annual fuel appropriation of \$700,000 to support the operation of the City's Public Works municipal fleet. This funding will ensure uninterrupted delivery of essential public services while accounting for increased fuel consumption, aging fleet conditions, inflationary pressures, and continued geopolitical uncertainty affecting energy markets.

Executive Summary

The Public Works Department operates and maintains a diverse municipal fleet that supports critical services throughout the City, including street maintenance, sewer maintenance, traffic signal operations, street lighting, parks maintenance, emergency response, street sweeping, graffiti abatement, and citywide beautification efforts.

The City's fleet is aging, with the average vehicle and equipment model year ranging from 2008 through 2011, placing the fleet well beyond its expected replacement cycle. Older vehicles consume more fuel due to reduced engine efficiency, increased idling during repairs and maintenance operations, deteriorating emissions systems, and declining mechanical performance. As a result, fuel consumption has steadily increased despite the Department's efforts to maximize operational efficiency.

To maintain uninterrupted municipal services and provide sufficient flexibility to address future fuel price volatility, staff recommends establishing an annual fuel budget of \$700,000.

Fleet Condition

The City's municipal fleet consists primarily of: Heavy duty trucks and Equipment

The majority of these vehicles were manufactured between 2008 and 2011, making the average fleet approximately 15 to 18 years old. As fleet vehicles age, fuel efficiency declines.

- Higher engine wear
- Reduced drivetrain efficiency
- Increased idle time
- Older diesel emission systems
- Higher operating hours
- Increased maintenance downtime

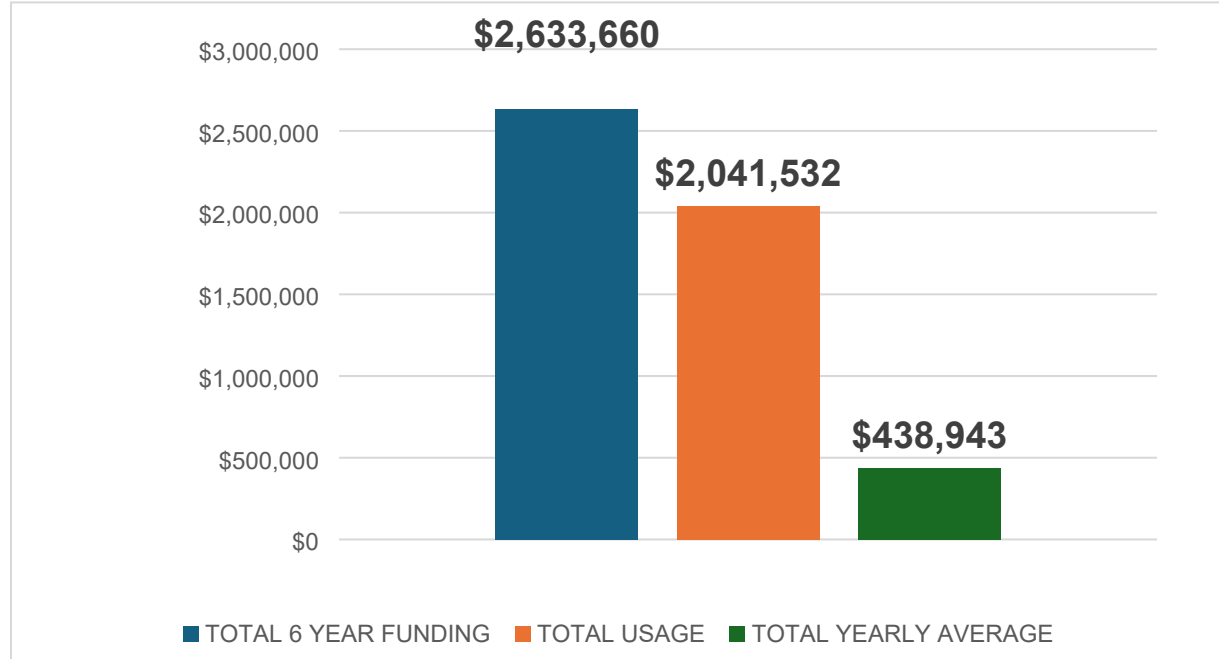
Consequently, older vehicles require more fuel to perform the same workload as newer equipment.

Historical 6 Year Funding Analysis

Over the past six fiscal years, the City has appropriated approximately **\$2.34 million** toward fleet maintenance.

Description	Amount
Total Fuel Funding (FY2020–FY2026)	\$2,633,659.94
Total Fuel Expenditures	\$1,871,470.41
Total Remaining Balance of unused funds	\$762,189.53
Average Annual Fuel Expenditure	\$438,943.32

The City's continued investment in maintenance demonstrates its commitment to extending the useful life of the municipal fleet. However, maintenance alone cannot restore the fuel efficiency lost as vehicles age. Even well-maintained equipment experiences increased fuel consumption over time due to mechanical wear and reduced operating efficiency.



Fuel Cost Drivers

Several factors continue to increase the Department's fuel expenditures:

Aging Fleet: Vehicles were manufactured between 2008 and 2011

Expanded Public Works Services: The Department has increased operational activities

Inflation: Fuel prices remain subject to inflationary pressures affecting refining, transportation, labor, and distribution costs.

California Environmental Regulations: California's low-carbon fuel requirements, refinery maintenance schedules, emissions standards, and seasonal fuel blends continue to influence diesel and gasoline prices.

Geopolitical and Market Conditions: Global geopolitical events continue to create uncertainty in fuel markets. International conflicts, trade disruptions, production adjustments by major oil-producing nations, supply chain constraints, and changes in global energy demand have contributed to ongoing price volatility.

Maintaining an adequate fuel reserve protects the City from sudden market increases and reduces the need for emergency budget adjustments during the fiscal year.

Operational Risk

Failure to adequately fund fuel operations may result in:

- Reduced street maintenance activities
- Delayed pothole repairs
- Delayed sewer maintenance
- Reduced park maintenance
- Delayed emergency response
- Reduced traffic signal maintenance
- Reduced code enforcement support
- Increased service response times
- Reduced public service levels

Fuel is an operational necessity that directly supports every Public Works maintenance program.

Recommendation

Staff recommends that the City Council approve an **annual fuel appropriation of \$700,000** for the Public Works Department. Given the age of the City's fleet, increased operational demands, continued inflationary pressures, and uncertainty in domestic and global fuel markets, this funding level is both prudent and necessary to ensure the uninterrupted delivery of essential municipal services.

July 14, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: TURMEL WOODS, GRANTS COMPLIANCE MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR EMPOWERING REACH FOUNDATION FOR SUPPORTIVE SERVICES USING HOME-AMERICAN RESCUE PLAN (HOME-ARP) FUNDS IN THE AMOUNT OF (\$870,446.12)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a professional service agreement with and establish a purchase order in the amount of Eight Hundred Seventy Thousand Four Hundred Forty-Six Dollars and Twelve Cents (\$870,446.12) for Supportive Services for the qualifying population living in the City of Compton.

BACKGROUND

In 2021, the City of Compton received a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD) for HOME-ARP funds intended to address the needs of qualifying populations, including individuals and households experiencing homelessness or housing instability. HUD required the City to develop and submit an eligible proposal for approval by May 2023. Failure to do so would have resulted in the City forfeiting its HOME-ARP allocation. In response, the City undertook the required planning and compliance steps to preserve the funding and ensure alignment with HUD HOME-ARP regulations to address the needs of qualifying populations, including individuals and households experiencing homelessness or housing instability.

On October 30, 2025, the City released a Request for Proposals (RFP) for HOME-ARP Supportive Services. The proposal deadline was November 17. The RFP sought qualified nonprofit organizations to deliver supportive services consistent with HUD HOME-ARP regulations, including housing stabilization and related services. The five (5) firms were selected based on their responsiveness, qualifications, costs, work experience and professional expertise. The following five (5) proposal are as follow:

<u>Firm</u>	<u>Amount</u>	<u>Service Proposed</u>
Volunteers of America	\$870,446	Supportive Services
New Beginnings	\$691,592	Supportive Services
Fair Housing Foundation	\$870,444.12	Supportive Services
REACH Foundation	\$870,444	Supportive Services
HOPICS	\$600,000	Supportive Services

Proposals were reviewed by City evaluation panel using criteria outlined in the RFP, including:

- Program design and service delivery approach
- Organizational capacity and experience
- Financial management and compliance readiness
- Alignment with HOME-ARP eligible activities

SELECTION PROCESS

The review committee determined that the proposal submitted by Empowering R.E.A.C.H. Foundation was complete and responsive to the RFP and demonstrated the organizational capacity to deliver eligible supportive services for the 24-month period. Although the nonprofit organization is relatively new, its leadership team brings more than 20 years of combined experience in the housing and healthcare industries. In addition, the organization's leadership has operated a for-profit business in South Los Angeles for more than 20 years, demonstrating deep roots, established relationships, and a long-standing commitment to serving underserved communities.

The organization's multidisciplinary service model includes a Nurse Practitioner who can provide mental health assessments, treatment planning, and medical management, as appropriate. The organization also demonstrated strong connections to housing resources, workforce development opportunities, and social services, with staff trained in the delivery and coordination of wraparound services. This integrated approach will allow participants to receive individualized support that addresses immediate needs while promoting housing stability, self-sufficiency, and long-term well-being.

A significant factor in the committee's evaluation was the organization's demonstrated commitment to ensuring the long-term sustainability of services beyond the HOME-ARP funding period. Since applying for HOME-ARP funding, the organization's owners have purchased a building within the City, further demonstrating a long-term investment in the community and the capacity to maintain a local presence and continue providing services beyond the grant term.

STATEMENT OF ISSUE

Staff request authorization for the City Manager to enter into a service agreement with Empowering R.E.A.C.H Foundation for supportive services for the City of Compton. The City anticipates that the selected agency and the lowest bidder will work collaboratively, where appropriate to leverage their respective resources, expertise and community connections to address the homelessness challenges facing the City. This collaborative approach will help strengthen the local service delivery network, reduce duplication of services and provide more coordinated and comprehensive support to individuals and families experiencing or at risk of homelessness. Selection for the award was based on overall best fit to the City and the requirements of the RFP, not price alone.

FINANCIAL IMPACT

Funds in the amount of Eight Hundred Seventy Thousand Four Hundred Forty-Six Dollars and Twelve Cents (\$870,446.12) are available in Grants Department Contract Services 2026-2027 Fiscal Year Budget in Account No. 2823-540-000-4266.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

**TURMEL WOODS
GRANTS COMPLIANCE MANAGER**

APPROVED FOR FORWARD

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR EMPOWERING REACH FOUNDATION FOR SUPPORTIVE SERVICES USING HOME-AMERICAN RESCUE PLAN (HOME-ARP) FUNDS IN THE AMOUNT OF (\$870,444)

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a professional service agreement with and establish a purchase order in the amount of Eight Hundred Seventy Thousand Four Hundred Forty-Four Dollars (\$870,444) for Supportive Services for the qualifying population living in the City of Compton; and

WHEREAS, in 2021, the City of Compton received a Grant Agreement from the U.S. Department of Housing and Urban Development (HUD) for HOME-ARP funds intended to address the needs of qualifying populations, including individuals and households experiencing homelessness or housing instability; and

WHEREAS, HUD required the City to develop and submit an eligible proposal for approval by May 2023. Failure to do so would have resulted in the City forfeiting its HOME-ARP allocation. In response, the City undertook the required planning and compliance steps to preserve the funding and ensure alignment with HUD HOME-ARP regulations to address the needs of qualifying populations, including individuals and households experiencing homelessness or housing instability; and

WHEREAS, On October 30, 2025, the City released a Request for Proposals (RFP) for HOME-ARP Supportive Services. The proposal deadline was November 17. The RFP sought qualified nonprofit organizations to deliver supportive services consistent with HUD HOME-ARP regulations, including housing stabilization and related services. The five (5) firms were selected based on their responsiveness, qualifications, costs, work experience and professional expertise. The following five (5) proposals are as follows:

<u>Firm</u>	<u>Amount</u>	<u>Service Proposed</u>
Volunteers of America	\$870,446	Supportive Services
New Beginnings	\$691,592	Supportive Services
Fair Housing Foundation	\$870,444.12	Supportive Services
REACH Foundation	\$870,444	Supportive Services
HOPICS	\$600,000	Supportive Services;

and

WHEREAS, Proposals were reviewed by a City evaluation panel using criteria outlined in the RFP, including:

- Program design and service delivery approach
- Organizational capacity and experience
- Financial management and compliance readiness

Alignment with HOME-ARP eligible activities; and

WHEREAS, The review committee determined that the proposal submitted by Empowering R.E.A.C.H. Foundation was complete and responsive to the RFP and demonstrated the organizational capacity to deliver eligible supportive services for the 24-month period. Although the nonprofit organization is relatively new, its leadership team brings more than 20 years of combined experience in the housing and healthcare industries. In addition, the organization's leadership has operated a for-profit business in South Los Angeles for more than 20 years, demonstrating deep roots, established relationships, and a long-standing commitment to serving underserved communities; and

WHEREAS, a significant factor in the committee's evaluation was the organization's demonstrated commitment to ensuring the long-term sustainability of services beyond the HOME-ARP funding period. Since applying for HOME-ARP funding, the organization's owners have purchased a building within the City, further demonstrating a long-term investment in the community and the capacity to maintain a local presence and continue providing services beyond the grant term; and

WHEREAS, the City anticipates that the selected agency and the lowest bidder will work collaboratively, where appropriate to leverage their respective resources, expertise and community connections to address the homelessness challenges facing the City. This collaborative approach will help strengthen the local service delivery network, reduce duplication of services and provide more coordinated and comprehensive support to individuals and families experiencing or at risk of homelessness. Selection for the award was based on overall best fit to the City and the requirements of the RFP, not price alone.
; and

WHEREAS, funds in the amount of Eight Hundred Seventy Thousand Four Hundred Forty-Four Dollars (\$870,444) are available in Grants Department Contract Services 2025-2026 Fiscal Year Budget in Account No. 2823-540-000-4266.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a professional service agreement and establish a purchase order with Empowering REACH Foundation.

SECTION 2. That the City Manager hereby is authorized to issue a purchase order to Empowering REACH Foundation in an amount not to exceed Eight Hundred Seventy Thousand Four Hundred Forty-Four Dollars (\$870,444).

SECTION 3. That funds for this expenditure is available in the Grants Management Division 2025-2026 Fiscal Year Budget in Account No. 2823-540-000-4266 Contract Services.

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

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

ADOPTED this 14th day of July, 2026.

**EMMA SHARIF
MAYOR OF THE CITY OF COMPTON**

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 14th day of July, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 26,320

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NUMBER 25,812 RE-ADOPTING, RATIFYING AND AMENDING THE 2025-2026 FISCAL YEAR BUDGET FOR THE ACCEPTANCE AND APPROPRIATE FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOME INVESTMENT PARTNERSHIP-AMERICAN RESCUE GRANT PROGRAM (HOME-ARP) FUNDS IN THE AMOUNT OF \$1,988,847

WHEREAS, HUD's HOME- American Rescue Plan (ARP) federal grant allocation for Compton is \$1,988,847. 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, the City noticed the availability of the drafted 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, on March 31, 2023, the City Council adopted Resolution No. 25,812 authorizing the expenditure of the HOME-ARP funds. However, upon further review it was determined that the expenditure information included in the resolution was incorrect and did not align with the plan and budget presented to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the City held a public hearing on June 20, 2023 to obtain citizen input and comments on the drafted HOME-ARP Plan and proposed activities; and

WHEREAS, resolution No. 25,812, previously adopted by the City Council, contained an expenditure amount that was inconsistent with the HOME-ARP plan submitted to the U.S. Department of Housing and Urban Development (HUD). This discrepancy must be corrected to ensure that the City's official records accurately reflect the approved plan and maintain compliance with HUD requirements; and

WHEREAS, the City Manager is recommending the implementation of the HOME-ARP Allocation Plan to provide assistance to the unhoused population and families affected by domestic violence, as well as other qualifying populations in need of supportive housing and services.

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

Section 1. That the City Council shall adopt the funding recommendations of the drafted HOME-ARP Plan as follows:

	HOME-ARP Plan	AMOUNT
1	Supportive Services	\$870,446.12
2	Tenant-Based Rental Assistance	\$641,077.60
3	Non-profit Operating	\$99,442.35
4	Non-profit Capacity Building	\$79,553.88
5	Administration and Planning (statutory 15% cap)	\$298,327.05
	TOTAL	\$1,988,847

Section 2. That the City Manager is authorized to implement the HOME-ARP Plan to the citizens of Compton.

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 Grants Department fiscal year 2025-2026 budget shall increase and expenditures shall increase as follow:

INCREASE REVENUE:

<u>Account No:</u>	<u>Description:</u>	<u>Amount</u>
2823-540-000-3583	HUD Revenue	\$1,988,847

INCREASE EXPENDITURES:

<u>Account No:</u>	<u>Description:</u>	<u>Amount</u>
2823-540-000-4101	Salaries - Permanent	\$298,327.05
2823-540-000-4262	Other Professional Services	\$178,996.23
2823-540-000-4266	Contract Services	\$870,446.12
2823-540-000-4205	Grants Dept. – TBRA Program	\$641,077.60

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 Department, City Attorney, Law Division, and City Controller.

ADOPTED this 14th day of OCTOBER, 2025.


EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:


SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 14th day of OCTOBER, 2025.

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

AYES: COUNCIL MEMBERS- DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: COUNCIL MEMBERS- NONE
ABSENT: COUNCIL MEMBERS- NONE
ABSTAIN: COUNCIL MEMBERS- NONE


SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON





A New Beginning Resource Center

HOME - ARP SUPPORTIVE SERVICES COMPONENT





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Cover Letter

November 17, 2025

Turmel Woods, Grants Compliance Manager
City of Compton – Grants Management Department
205 South Willowbrook Avenue
Compton, CA 90220

Re: RFP No. 2025-10 – HOME-ARP Supportive Services Component

Dear Mr. Woods,

A New Beginning Resource Center (ANBRC) is pleased to submit this proposal in response to the City of Compton's Request for Proposals (RFP No. 2025-10) for the HOME-ARP Supportive Services component.

Located in the heart of downtown Compton—directly across from the Compton Courthouse—ANBRC has solidified itself as a staple in the community, serving residents daily through comprehensive case management, youth supportive services, academic enrichment, and mental health workshops and counseling. Our office serves as a safe and accessible hub where individuals and families can receive consistent, compassionate care from a team that understands the unique needs of Compton residents.

For over a decade, ANBRC has provided trauma-informed case management, life-skills coaching, and workforce readiness programming to vulnerable youth and adults across South Los Angeles. Our approach—grounded in the Transition to Independence Program (TIP) model—integrates individualized service planning, housing navigation, and wrap-around support to promote long-term stability and self-sufficiency.

If awarded funding, ANBRC will leverage our established partnerships, licensed clinical staff, and deep neighborhood connections to ensure that qualifying populations in Compton receive equitable access to housing support and life-changing services.

Thank you for the opportunity to partner with the City of Compton on this critical initiative. We remain steadfast in our mission to restore hope, build independence, and strengthen the fabric of our community.

Sincerely,

Dr. Crystal J. Williams

Executive Director

A New Beginning Resource Center

Organizational Background

Founded in Compton, California, A New Beginning Resource Center (ANBRC) is a trusted community-based nonprofit organization dedicated to strengthening families, empowering youth, and improving quality of life for marginalized residents. Located in the heart of downtown Compton—directly across from the Compton Courthouse—ANBRC has solidified itself as a staple in the community, serving residents daily through case management, academic support, youth development, and mental health and wellness programming.

For over a decade, ANBRC has operated with a mission to restore hope, build independence, and promote holistic well-being through trauma-informed, culturally responsive, and community-driven services. The organization integrates evidence-based practices—such as the Transition to independence Program (TIP) model—to help clients establish self-sufficiency, housing stability, and long-term success.

Organizational Capacity

ANBRC's staff includes educators, case managers, and licensed clinicians with specialized training in trauma-informed and healing-centered engagement. The organization maintains a robust administrative infrastructure designed to meet all HUD and 2 CFR Part 200 (Uniform Guidance) requirements for fiscal and programmatic accountability.

Operational Strengths include:

- Centralized, ADA-compliant Compton headquarters offering easy access for walk-in clients.
- HMIS-compliant data management system for intake, case tracking, and outcome reporting.
- Dual signature policy and segregation of duties to ensure financial accountability.
- Quarterly internal audits and annual independent audits by a certified CPA.
- Comprehensive documentation protocols for participant data and fiscal tracking.
- Bilingual (English/Spanish) service delivery to ensure equity and accessibility.

Subcontractor Capacity – Seeking Comfort & Balance Therapy LLC

To ensure high-quality mental health supports, ANBRC partners with Seeking Comfort & Balance Therapy LLC, led by Ms. Shamaine Ford, LCSW (CA License #102679). Ms. Ford brings more than 15 years of experience in mental health counseling, child welfare, and educational support for vulnerable populations.

Seeking Comfort & Balance Therapy provides in-person and telehealth services specializing in trauma recovery, emotional regulation, and housing stabilization. The practice integrates Cognitive Behavioral Therapy (CBT), Trauma-Focused CBT, and Motivational Interviewing to promote emotional healing and long-term resilience.

Ms. Ford's qualifications include:

- Master of Social Work (MSW), University of Southern California, 2008 (Families & Children).
- Licensed Clinical Social Worker (LCSW) since 2021.
- Over a decade of clinical service delivery experience with LAUSD, Transforming Life Center, and Blue Oak Counseling.
- CEO of Seeking Comfort & Balance Therapy since 2023, providing therapy for children, adults, and families.
- Specialized focus on foster youth, justice-involved youth, and survivors of trauma.
- Field Instructor for USC's MSW program, supervising graduate-level social work interns.

Under this subcontract, Seeking Comfort & Balance Therapy provides:

- Individual and group counseling for ANBRC clients.
- Clinical supervision and case consultation for staff.
- Trauma-informed workshops and family resilience training.
- Data-informed evaluations for wellness outcomes.

Federal and State Grant Management Experience

ANBRC has a strong and consistent record of managing public contracts and federally funded initiatives, maintaining a reputation for transparency, timeliness, and programmatic excellence. The organization's leadership and administrative team are well-versed in the full cycle of federal grant management—from pre-award compliance to closeout reporting.

Key Government Partnerships and Achievements:

- **California Department of Public Health (CDPH):** Operated a Compton-based testing and resource site during the COVID-19 pandemic, providing critical health services and education. ANBRC handled fiscal reporting, data collection, and weekly progress summaries in full compliance with state and federal requirements.
- **Los Angeles County Youth Development Contract (Multi-Year):** Currently manages a multi-year contract delivering case management, mentoring, and family engagement services to at-risk youth. The program includes quarterly data uploads, utilization reports, and performance dashboards meeting County benchmarks.
- **Office of Supervisor Holly J. Mitchell – Community Support Funding:** Managed community grants for financial literacy, case management, and housing navigation, submitting pre/post assessments, attendance documentation, and quarterly narrative and fiscal reports.
- **Los Angeles County Consulting & Program Delivery Contracts:** Under Dr. Crystal J. Williams, CEO, ANBRC has executed multiple County contracts involving consulting, training, and direct program services for marginalized communities.

Grant Administration and Data Management Systems

ANBRC's grant management operations are supported by standardized policies and technology systems that ensure accountability, compliance, and efficiency throughout each grant cycle.

Fiscal Oversight:

- Grants are tracked in a dedicated accounting system isolating expenses by funding source.
- All expenses are verified, reconciled monthly, and supported with documentation.
- The organization follows a cost allocation plan for shared resources and overhead.

Data & Performance Management:

- Real-time tracking through an HMIS-integrated database ensures accurate service and outcome reporting.
- Case managers enter and verify data regularly; monthly data audits ensure integrity.
- Performance metrics are reviewed by leadership to identify trends and strengthen services.

Reporting & Communication with Funders:

- ANBRC submits quarterly progress reports containing performance data, expenditure summaries, and outcomes.
- The Program Director and Fiscal Officer review all reports before submission.
- ANBRC maintains open, proactive communication with funders, responding promptly to inquiries and participating in technical assistance and compliance reviews.
- The organization has an excellent record of on-time submissions and positive monitoring outcomes.

Compliance and Continuous Improvement:

- All policies are reviewed annually for HUD alignment and Uniform Guidance compliance.
- Staff regularly complete training on grant compliance, procurement, and data management.
- ANBRC has never been cited for noncompliance, fiscal irregularities, or late reporting.

Conclusion

Through its strong infrastructure, experienced leadership, and record of success managing county and state-funded programs, A New Beginning Resource Center demonstrates the expertise required to administer federal funding under the HOME-ARP initiative. With its clinical partner, Seeking Comfort & Balance Therapy LLC, ANBRC provides a comprehensive, data-driven, and trauma-informed service model that ensures fiscal responsibility, program integrity, and measurable outcomes for the residents of Compton.

Program Description

A New Beginning Resource Center (ANBRC) proposes to implement the Compton Housing Stability Program, a comprehensive supportive-services initiative designed to stabilize and empower individuals and families experiencing or at risk of homelessness. Located in the heart of downtown Compton—directly across from the Compton Courthouse—ANBRC has become a staple in the community, serving residents daily with case management, youth supportive services, academic tutoring, and mental-health workshops. This program leverages ANBRC’s decade-long history of trauma-informed practice, life-skills education, and cross-system collaboration to help households secure and maintain safe housing.

Target Populations

The program will prioritize HOME-ARP qualifying populations including:

- Unhoused and unstably housed individuals or families in Compton
- Survivors of domestic violence, sexual assault, and human trafficking
- Transitional-Age Youth (TAY), ages 16–24, including justice-involved youth and foster alumni
- Low-income residents earning $\leq$ 60% AMI
- Households at risk of eviction or displacement

Program Goals and Objectives

The goal is to stabilize housing and increase self-sufficiency for Compton residents through coordinated case management and targeted supportive services. Objectives include:

- 01 Providing trauma-informed case management and stabilization services for at least 75 households.
- 02 Increasing access to mental-health care, life-skills education, and financial literacy.
- 03 Facilitating employment or education opportunities for at least 60% of participants.
- 04 Achieving an 80% housing-retention rate at program exit.

Proposed Activities

The Compton Housing Stability Program will operate in three phases:

01

Phase 1: Outreach and Assessment

- Conduct community outreach through schools, shelters, and partners.
- Complete intake and eligibility verification per HOME-ARP guidelines.
- Develop individualized Service & Housing Plans (ISHPs) for each participant.

02

Phase 2: Case Management and Supportive Services

- Assign each participant a case manager for bi-weekly sessions.
- Provide housing navigation, landlord mediation, and rental-readiness support.
- Offer mental-health counseling and trauma-recovery groups via Seeking Comfort & Balance

Therapy

- Deliver financial-literacy and life-skills workshops through Bridging the Gap Enterprises.
- Connect participants to job training, employment, and education programs (AJCC Compton, Compton College).
- Offer childcare referrals and supportive parenting workshops.

03

Phase 3: Stabilization and Maintenance

- Monitor housing stability with 30-day follow-ups and home visits.
- Conduct 3- and 6-month post-exit follow-ups to ensure retention.
- Provide peer mentorship and alumni engagement activities.
- Evaluate outcome data using a HUD-compliant HMIS system.

Service Delivery and Staffing

ANBRC's service model integrates professional expertise with community trust.

- **Program Director** – Provides program oversight, fiscal management, and HUD compliance reporting.
- **Case Managers (2 FTE)** – Conduct assessments, develop ISHPs, and provide ongoing support.
- **Outreach Coordinator (PT)** – Leads community engagement and intake coordination.

- **Seeking Comfort & Balance Therapy (Subcontractor)** – Provides licensed clinical therapy, trauma-informed counseling, and clinical supervision.
- **Administrative Assistant (PT)** – Manages data entry, documentation, and quarterly reporting.

Expected Outcomes

- 75 households enrolled in supportive services
- 60 households (80%) stabilized in permanent housing
- 45 participants (60%) gain employment or training
- 70 participants (93%) report improved mental well-being
- Average case engagement: 9 months

Community Partnerships

Key partners include:

- City of Compton Housing Division – TBRA coordination
- Seeking Comfort & Balance Therapy – Clinical services
- Bridging the Gap Enterprises – Financial literacy and life-skills workshops
- AJCC Compton – Job placement and workforce readiness
- Compton College & Local Schools – Educational support
- Local Faith-Based Coalitions – Outreach and resource referrals

Commitment to Equity and Accessibility

ANBRC ensures equitable access for all participants regardless of race, gender, disability, or background. The facility is ADA-compliant, located on major bus lines, and provides private spaces for confidential counseling. Materials are available in English and Spanish, and bilingual staff support participants with limited English proficiency.

Conclusion

Through the HOME-ARP Supportive Services Program, A New Beginning Resource Center will expand its proven, community-based model to address housing insecurity in Compton. By combining personalized case management, clinical care, and life-skills development, ANBRC will stabilize households and empower residents toward long-term independence and self-sufficiency.

Work Plan & Implementation Timeline

A New Beginning Resource Center (ANBRC) will implement the HOME-ARP Supportive Services program in five key phases over a 24-month period. Each phase below details the major activities, responsible staff, and performance indicators that ensure timely execution, accountability, and measurable results.

Phase 1: Program Start-Up (Dec 2025 – Feb 2026)

Responsible Staff:

Program Director, Lead
Case Manager, Outreach
Coordinator

Major Activities:

- Finalize staffing and subcontractor agreements
- Conduct staff orientation on HOME-ARP and compliance
- Establish referral partnerships with City agencies and community partners
- Launch outreach and intake materials

Performance Indicators:

- 100% staffing completed
- 5+ MOUs executed
- 25 residents reached through outreach

Phase 2: Outreach, Assessment & Enrollment (Mar – May 2026)

Responsible Staff:

Case Managers, Outreach
Coordinator

Major Activities:

- Conduct targeted outreach across Compton neighborhoods and schools
- Complete intake and eligibility verification
- Develop Individualized Service & Housing Plans (ISHPs)
- Begin initial case management sessions

Performance Indicators:

- 35 clients enrolled
- 100% ISHP completion
- Baseline data entered into HMIS

**Phase 3: Service Delivery & Stabilization
(Jun – Dec 2026)**

Responsible Staff:

Lead Case Manager, LCSW,
Program Director

Phase 4: Maintenance, Evaluation & Year-End Reporting (Jan – Jun 2027)

Responsible Staff:

Program Director, Admin
Assistant, Case Managers

Phase 5: Sustainability & Close-Out (Jul – Dec 2027)

Responsible Staff:

Program Director, Admin
Assistant

Evaluation & Continuous Quality Improvement:

Major Activities:

- Provide intensive bi-weekly case management
- Offer mental-health counseling and trauma recovery
- Deliver financial-literacy and life-skills workshops
- Support housing placement and landlord mediation
- Coordinate job readiness and employment placement

Performance Indicators:

- 50 active households
- 40 participants employed or in training
- 60% housing stability ≥ 3 months

Major Activities:

- Conduct ongoing case monitoring and follow-up every 30 days
- Verify data and track outcomes
- Conduct 3- and 6-month post-exit follow-ups
- Submit annual progress report to City

Performance Indicators:

- 75 households served
- 80% remain stably housed
- Annual report submitted on time

Major Activities:

- Transition clients to long-term community supports
- Evaluate program outcomes and document best practices
- Submit final fiscal and program close-out report

Performance Indicators:

- 100% client data reconciled
- 90% satisfaction rate
- Final report submitted

ANBRC will conduct quarterly evaluation meetings to review data, identify trends, and adjust strategies. A mid-year review will assess progress toward annual targets. Client satisfaction surveys and outcome tracking in the HUD-compliant HMIS system will guide continuous program improvement and be reported to the City of Compton.

Budget & Budget Narrative

Introduction

A New Beginning Resource Center (ANBRC) submits the following budget narrative to support its request for HOME-ARP funding to implement a 24-month supportive services program designed to promote housing stability, self-sufficiency, and overall well-being for qualifying Compton residents. This narrative explains and justifies each line item of the proposed \$691,592 budget.

1. Personnel Costs

Personnel costs support the staff required to deliver high-quality supportive services, maintain HUD-compliant documentation, and provide administrative oversight.

Program Director — \$201,600 (24-month total)

The Program Director oversees program delivery, supervises staff, ensures compliance with HUD HOME-ARP requirements, and manages fiscal and reporting activities. Salary is \$90,000 annually with 12% fringe applied.

Case Manager — \$145,600 (24-month total)

The Program Director oversees program delivery, supervises staff, ensures compliance with HUD HOME-ARP requirements, and manages fiscal and reporting activities. Salary is \$90,000 annually with 12% fringe applied.

Outreach Coordinator (PT) — \$67,200 (24-month total)

The Outreach Coordinator engages community members, supports recruitment, conducts outreach activities, and provides initial contact support for program participants. Salary is \$30,000 annually with fringe applied at 12%.

Administrative Assistant (PT) — \$62,720 (24-month total)

The Administrative Assistant manages front-office administrative operations, data entry, scheduling, document management, and participant communication. Salary is \$28,000 annually with 12% fringe applied.

Total Personnel (Salary + Fringe): \$477,120

2. Subcontracted Services

Seeking Comfort & Balance Therapy (LCSW) — \$24,000 (24 months)

ANBRC will subcontract with Seeking Comfort & Balance Therapy to provide trauma-informed clinical counseling, wellness workshops, and case consultation. The subcontract is a flat rate of \$12,000 per year, totaling \$24,000 for the full period.

3. Operating Costs

Operating expenses support program delivery and ensure compliance with HUD standards.

Rent — \$84,000 (24 months)

Covers office space used for case management, counseling, workshops, and secure file storage. The site is ADA-accessible and centrally located in Compton.

Supplies — \$12,000 (24 months)

Includes office supplies, forms, participant materials, workshop items, and general consumables needed to support daily operations.

Insurance — \$6,000 (24 months)

Provides required general liability and professional coverage for program operations.

Phone/Internet — \$9,600 (24 months)

Supports communications infrastructure, staff phone lines, and high-speed internet for HMIS access and remote communication.

Printing & Outreach — \$10,000 (24 months)

Covers printing of outreach materials, participant workbooks, resource guides, flyers, and promotional materials used for engagement.

HMIS/Data Software — \$6,000 (24 months)

Supports software subscriptions and licensing for HUD-compliant documentation, reporting, and secure cloud-based data storage.

Total Operating Costs: \$127,600

4. Indirect Costs

Indirect Costs — \$62,872 (10%)

Indirect expenses include utilities, bookkeeping, IT support, administrative oversight, and other organizational costs required for program stability and compliance. These costs support agency-wide infrastructure that benefits the HOME-ARP program.

5. Total Project Cost

Total Budget Request (24 months): \$691,592

This total reflects the staffing, subcontracted clinical support, operating expenses, and indirect costs necessary to operate a comprehensive, HUD-compliant supportive services program for Compton residents.

Conclusion

The proposed budget supports a fully integrated, trauma-informed service model designed to stabilize housing, improve mental wellness, and strengthen long-term outcomes for HOME-ARP qualifying populations. ANBRC has the staffing, infrastructure, and administrative capacity to successfully manage and implement this program.

24-Month Budget Summary

CATEGORY	24-MONTH TOTAL
Program Director (Salary + Fringe)	\$201,600
Case Manager (Salary + Fringe)	\$145,600
Outreach Coordinator (Salary + Fringe)	\$67,200
Administrative Assistant (Salary + Fringe)	\$62,720
Subcontractor – LCSW	\$24,000
Rent	\$84,000
Supplies	\$12,000
Insurance	\$6,000
Phone / Internet	\$9,600
Printing / Outreach	\$10,000
HMIS / Data Software	\$6,000
Indirect Costs (10%)	\$62,872
TOTAL PROJECT COST	\$691,592

Performance Measures & Evaluation Plan

Overview of Performance Measurement Framework

A New Beginning Resource Center (ANBRC) will utilize a results-based accountability framework to monitor progress, evaluate outcomes, and ensure compliance with HOME-ARP requirements. The evaluation plan measures inputs, outputs, and outcomes at the client, program, and community levels to demonstrate tangible impact on housing stability, employment, and well-being among Compton residents. Data will be collected using a HUD-compliant HMIS system, supplemented by ANBRC's internal tracking tools for participant engagement, service utilization, and outcomes. Performance indicators will be reviewed quarterly and incorporated into reports submitted to the City of Compton.

Key Performance Indicators (KPIs)

- Households Enrolled in Supportive Services – 75 households enrolled, tracked quarterly.
- Households Stabilized in Permanent Housing – 60 (80%) households housed ≥ 6 months.
- Employment/Education Achievement – 45 (60%) participants gain employment or training.
- Improved Mental-Health & Well-Being – 70 (93%) report improved wellness (pre/post survey).
- Average Case Duration – 9 months of active engagement.
- Client Satisfaction – 90% of participants rate services as "Good" or "Excellent."
- Community Partnerships Maintained/Expanded – 6+ formalized partnerships.

Evaluation Process

01

Data Collection and Management:

- Each participant's data is entered into HMIS at intake, midpoint, and exit.
- Case managers document progress toward individualized goals during bi-weekly sessions.
- Outcome data such as housing stability, income, and education are verified with documentation (leases, paystubs, attendance records).
- Administrative staff conduct monthly file audits to ensure accuracy.

02

Reporting and Continuous Monitoring:

- The Program Director conducts quarterly reviews to evaluate outcomes and service quality.
- Summary reports are shared with staff and subcontractors (Seeking Comfort & Balance Therapy) to align service delivery.
- Quarterly and annual performance reports are submitted to the City of Compton.

03

Client Feedback and Quality Improvement:

- Semi-annual and exit surveys capture satisfaction and service feedback.
- Focus groups gather qualitative insights from participants.
- Findings guide staff training, workflow improvement, and partnership expansion.

Outcome Verification Tools

- Intake & ISHP Forms – Establish baseline demographics and goals.
- HMIS Database – Track services, referrals, and housing outcomes.
- Case Management Logs – Document progress during bi-weekly sessions.
- Pre-/Post-Wellness Assessments – Measure emotional and behavioral improvement.
- Employer/School Verification Forms – Confirm education or employment status.
- Exit & Follow-Up Surveys (3- and 6-Month) – Evaluate long-term stability and satisfaction.

Data Integrity and Compliance

ANBRC's evaluation process complies with HUD's Uniform Guidance (2 CFR Part 200) and Notice CPD-21-10 for HOME-ARP. All participant data are securely maintained and accessible only to authorized personnel. Quarterly data audits will ensure accuracy, and annual reports will include aggregated outcomes demonstrating community impact.

Continuous Quality Improvement (CQI)

ANBRC will maintain a CQI system that includes:

- Quarterly data review meetings to assess outcomes and identify trends.
- Annual staff training on data collection, equity, and trauma-informed care.
- Corrective action plans for underperforming metrics.
- Integration of client feedback into service and workflow redesign.

Long-Term Impact

Through performance tracking and evaluation, ANBRC expects to demonstrate measurable impact by:

- Reducing the number of Compton residents at risk of homelessness.
- Increasing long-term housing retention and self-sufficiency rates.
- Strengthening partnerships that expand access to resources.
- Informing best practices for replication and future HUD-funded programs.

Conclusion

A New Beginning Resource Center's Performance Measures & Evaluation Plan ensures accountability, transparency, and continuous improvement throughout the HOME-ARP Supportive Services Program. By leveraging data, feedback, and evidence-based methods, ANBRC will maintain compliance, demonstrate measurable success, and sustain a positive, long-term impact on the lives of Compton residents.

Compliance and Financial Management

Overview of Fiscal Infrastructure

A New Beginning Resource Center (ANBRC) maintains a comprehensive financial management system that ensures accuracy, accountability, and compliance with all applicable federal, state, and local grant requirements. The organization's fiscal operations are structured in accordance with 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and HUD's HOME-ARP program guidelines. All grant funds are managed through a dedicated accounting platform that tracks expenditures by project, funding source, and cost category. ANBRC's financial management policies have been reviewed and verified during multiple County and State contract audits, each of which concluded with no findings or corrective actions.

Internal Controls and Accountability

Key Internal Controls include:

ANBRC's internal control framework ensures fiscal integrity through clearly defined roles, segregation of duties, and layered approval mechanisms.

- Segregation of Duties – Different personnel authorize expenditures, record transactions, and reconcile accounts.
- Dual Signature Policy – All disbursements require two authorized signatures (Program Director and Fiscal Officer).
- Monthly Reconciliations – Bank statements and expenditures are reconciled monthly by the Fiscal Officer and reviewed by the Executive Director.
- Cost Allocation Plan – Shared costs are distributed proportionally across funding sources.
- Procurement Standards – All vendor contracts and purchases follow competitive procurement consistent with 2 CFR §§200.317-200.327.
- Annual Independent Audit – Conducted by a certified CPA, reviewing internal controls, fiscal compliance, and audit readiness.

Compliance Oversight and Reporting Procedures

ANBRC's structured reporting process supports continuous compliance and accountability:

- Quarterly Progress Reports summarizing expenditures, outcomes, and deliverables.
- Monthly Internal Expense Reviews verifying alignment with budgets.
- Grant Reconciliation Logs documenting transactions by funding source.
- Annual Performance Reports consolidating fiscal and program data for HUD submission.

The Program Director and Fiscal Officer coordinate directly with funders to ensure timely reporting, technical assistance participation, and compliance documentation.

Data and Records Management

ANBRC maintains a secure cloud-based data system integrated with HMIS for program and fiscal recordkeeping. All financial and participant data are encrypted, access-controlled, and retained for a minimum of five years beyond contract closeout. Files include eligibility verification, case notes, service logs, and fiscal documentation consistent with HUD and HIPAA standards. Daily backups and encrypted drives ensure data integrity and confidentiality.

Monitoring and Audit History

ANBRC has successfully completed numerous monitoring visits and financial reviews from County and State agencies, all without findings. Annual independent audits have consistently resulted in unmodified opinions, affirming compliance with GAAP and sound internal controls. Internal mini-audits occur semi-annually to assess readiness and ensure continuous improvement.

Risk Management and Continuous Improvement

ANBRC employs proactive compliance and risk management strategies:

- Quarterly risk assessments identify fiscal or operational vulnerabilities.
- Annual staff training covers grant compliance, documentation, and fraud prevention.
- Whistleblower and conflict-of-interest policies are enforced and reviewed yearly.
- Policies are updated to align with evolving HUD and federal standards.

This Continuous Quality Improvement (CQI) approach ensures ANBRC remains audit-ready and maintains the highest standards of nonprofit financial stewardship.

Conclusion

A New Beginning Resource Center possesses the systems, oversight, and experience necessary to ensure full compliance with HUD's HOME-ARP requirements. With its proven track record managing government contracts, robust internal controls, and transparent communication with funders, ANBRC guarantees all funds will be managed with integrity, precision, and accountability—maximizing the program's impact for the residents of Compton.

Partnerships

A New Beginning Resource Center is proud to partner with Seeking Comfort & Balance Therapy, LLC and Against All Odds to strengthen the impact of our HOME-ARP Supportive Services program. Seeking Comfort & Balance Therapy provides trauma-informed clinical counseling, wellness workshops, and case consultation, while Against All Odds supports our efforts through coordinated client referrals and community outreach. On the following pages, we have included formal Letters of Support from both partners. In addition, we are providing a Letter of Support from Councilwoman Deidre Duhart, who recognizes our tireless work in Compton as a trusted resource and guide for local families.

Shamaïne Ford, LCSW, PPSC

Seeking Comfort and Balance Therapy, LLC

Website: scbtherapy.com

Email: shamaïne@scbtherapy.com



Date: November 11, 2025

To: Turmel Woods, Grants Compliance Manager
City of Compton – Grants Management Department
205 South Willowbrook Avenue
Compton, CA 90220

Re: Letter of Support for A New Beginning Resource Center – HOME-ARP Supportive Services Proposal

Dear Mr. Woods,

I am writing on behalf of **Seeking Comfort & Balance Therapy, LLC** to express our full support of **A New Beginning Resource Center's (ANBRC)** proposal for the City of Compton's HOME-ARP Supportive Services initiative. As a licensed clinical social worker (LCSW #102679) with over fifteen years of experience serving youth, families, and vulnerable community members across Los Angeles County, I can confidently attest to the high-quality, trauma-informed work ANBRC performs daily in the City of Compton.

Seeking Comfort & Balance Therapy has proudly partnered with ANBRC to provide clinical counseling, emotional wellness workshops, mental-health education, and case consultation. Together, we have served transitional-age youth, adults facing housing instability, families experiencing crisis, and individuals navigating trauma or significant life transitions. ANBRC continues to demonstrate integrity, professionalism, and a deep-rooted commitment to community healing and stability.

If awarded this contract, Seeking Comfort & Balance Therapy will serve as ANBRC's clinical partner, providing:

- Individual and group counseling tailored to the needs of HOME-ARP qualifying populations
- Trauma-informed workshops that build emotional resilience and stability
- Clinical support and consultation for ANBRC case management staff
- Behavioral health screening, assessments, and referrals
- Ongoing collaboration to ensure participants receive holistic, client-centered care

Shamaïne Ford, LCSW, PPSC

Seeking Comfort and Balance Therapy, LLC

Website: scbtherapy.com

Email: shamaïne@scbtherapy.com



A New Beginning Resource Center has solidified itself as a staple in the Compton community—accessible, trusted, culturally grounded, and responsive to the needs of residents. Their leadership and staff possess the administrative capacity, community relationships, and service expertise required to successfully implement a high-impact supportive services program aligned with HUD HOME-ARP priorities.

Seeking Comfort & Balance Therapy fully endorses ANBRC's proposal and is committed to serving as an active, reliable, and mission-aligned partner throughout the duration of this contract.

If any further information or documentation is needed, please feel free to contact me directly.

Sincerely,

Shamaïne Ford, LCSW

CEO & Lead Clinician

Seeking Comfort & Balance Therapy, LLC



Letter of Support
Against All Odds

Date: November 11, 2025

To:

Turmel Woods, Grants Compliance Manager
City of Compton – Grants Management Department
205 South Willowbrook Avenue
Compton, CA 90220

Re: Letter of Support for A New Beginning Resource Center – HOME-ARP Supportive Services Proposal

Dear Mr. Woods,

On behalf of **Against All Odds**, I am pleased to provide this letter of support for **A New Beginning Resource Center (ANBRC)** as they seek funding under the City of Compton's HOME-ARP Supportive Services initiative. Our organization has worked alongside ANBRC for several years, and we have witnessed firsthand their unwavering dedication to the stability, healing, and empowerment of vulnerable residents throughout the City of Compton.

Against All Odds serves individuals and families facing significant barriers, including homelessness, unemployment, trauma, violence exposure, and limited access to supportive services. During our collaboration with ANBRC, we have seen their team respond with compassion, professionalism, and skill—meeting clients where they are and helping them develop a clear path toward stability and self-sufficiency.

If awarded this contract, **Against All Odds will continue to support ANBRC through active client referrals**, connecting individuals in need of housing stabilization, mental health support, case management, and life-skills development to the comprehensive care ANBRC provides. Our organizations share a strong commitment to uplifting the Compton community, and we value the integrity and cultural competence ANBRC brings to its work.

We fully endorse A New Beginning Resource Center for the HOME-ARP Supportive Services component and believe their experience, leadership, and trauma-informed approach make them exceptionally well-positioned to deliver impactful results for qualifying populations.

If further information is needed, please feel free to contact our office.

Sincerely,

Casper Andrews
Executive Director
Against All Odds
Compton, California



City of Compton
OFFICE OF CITY COUNCIL

DEIDRE M. DUHART
Councilwoman District 1

Office: (310) 605-5510
Fax: (310) 761-1427
Email: Dduhart@comptoncity.org

November 13, 2024

RE: Letter of Support A New Beginning
Compton, CA

As the proud Mayor Pro Tem and Councilmember of District 1 in the City of Compton, I am honored that Dr. Crystal Adams-Williams has chosen the 1st District to establish her resource center, A New Beginning.

With over 15 years of experience as an educator, advocate, and long-time Compton resident, Dr. Adams-Williams is a dedicated leader who has made a lasting impact on the lives of our youth and community. Her commitment to Compton's vulnerable populations is unparalleled, providing essential services to those most in need.

Since opening her center, Dr. Adams-Williams has cultivated strong relationships across the Compton community by offering mental health services, individual assessments, and personalized treatment plans. Her work provides a critical outlet for individuals confronting challenges such as community violence, grief, anxiety, depression, critical illness, and the demands of daily life.

A New Beginning has become a pillar in our community—trusted partner and respected resource. I wholeheartedly support their continued service in the City of Compton and look forward to supporting their growth and future development. Through programs like tutoring, arts and crafts, clothing, life skills, financial literacy, job training, and workshops for teen girls, A New Beginning empowers our young people, helping them to become engaged, productive, and healthy citizens.

It is my sincere hope that Dr. Adams-Williams will continue her valuable work, raising awareness and supporting our future leaders through psycho-educational workshops and community-building initiatives.

Sincerely,

A handwritten signature in blue ink that reads "Deidre M. Duhart".

Deidre M. Duhart
Councilwoman- District 1



COMPTON CITY HALL
205 South Willowbrook Avenue Compton, California 90220



Empowering REACH Foundation Application for HOME-ARP Supportive Services & Tenant-Based Rental Assistance (TBRA), RFP No. 2025-10

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Cover Letter - The Empowering R.E.A.C.H. Foundation

November 12th, 2025

Turmel Woods
Grants Compliance Manager
City of Compton - Grants Management Department
205 South Willowbrook Avenue
Compton, CA 90220

RE: HOME-ARP Supportive Services & Tenant-Based Rental Assistance (TBRA), RFP No. 2025-10 (BOTH)

Dear Mr. Woods:

On behalf of The Empowering R.E.A.C.H. Foundation, a qualified 501(c)(3) nonprofit organization, I am pleased to submit this proposal in response to the City of Compton's Request for Proposals (RFP No. 2025-10) for HOME-ARP Supportive Services and Tenant-Based Rental Assistance (TBRA). Our organization is applying for both components, with separate narratives, budgets, and work plans enclosed for each program as required.

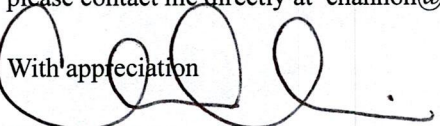
The Empowering R.E.A.C.H. Foundation has provided trauma-informed housing support and case management services to individuals experiencing or at risk of homelessness, particularly seniors and disabled adults. Our proposed initiatives align with HUD HOME-ARP priorities by addressing barriers to stable housing through comprehensive supportive services and direct rental assistance.

Our Supportive Services program will deliver outreach, assessment, recovery planning, and stabilization support designed to reduce homelessness in Compton, CA and promote long-term independence. Our TBRA program will provide short- and long-term rental assistance, including security and utility deposit support, in full compliance with HOME-ARP regulations, rent reasonableness standards, and participant eligibility requirements.

We have the organizational capacity, fiscal accountability systems, and the contract management experience necessary to meet all compliance, reporting, and performance requirements under 2 CFR Part 200 and Notice CPD-21-10. We welcome the opportunity to partner with the City of Compton to ensure that HOME-ARP resources achieve measurable, equitable, and lasting impact for qualifying residents.

Thank you for your consideration of this proposal. Should you require additional information or clarification, please contact me directly at channon@ereachfoundation.org or 323-717-0156.

With appreciation


Channon Watkins
Founder & Executive Director
The Empowering R.E.A.C.H. Foundation
5055 Exposition Blvd, Los Angeles, CA 90016



Organizational Background

History, Capacity, & Prior Federal Grant Management Experience

The Empowering R.E.A.C.H. Foundation was established in early 2024 to address critical gaps in LA County's housing and health support systems. Founded by Channon Watkins, a professional with over 18 years of experience in health and senior care, the organization blends professional expertise with a personal commitment to supporting aging adults and their families.

Our approach is deeply informed by Ms. Watkins's extensive background in assisted living and skilled nursing administration, enhanced by her Master's in Social Work. Her personal journey as a caregiver to her late mother, who battled heart disease, fuels her empathy and understanding of the emotional and logistical challenges families face when navigating aging and care needs.

Based in South Los Angeles, Empowering REACH primarily serves minority and underserved communities within Supervisorial District 2, under the leadership of Supervisor Holly J. Mitchell, with a focus on Service Planning Area 6. While we are a newly formed 501(c)(3) organization, we build upon proven partnerships and expertise established through our for-profit entity, Concise Care. To date, our team has assisted over 3,000 individuals in securing stable housing, including the emergency placement of 1,500 seniors during the height of the COVID-19 pandemic. We also recently received \$10,000 in discretionary funding from Supervisor Holly J. Mitchell's Office to distribute Dignity Kits and provide rental assistance to vulnerable seniors.

Our team brings a foundation of government contracting experience and proven fiscal management capabilities to this opportunity. While our nonprofit entity is newly established and pursuing its first federal grant, our leadership team brings extensive experience through our affiliated for-profit entity (Concise Care), which has successfully managed multiple contracts with local municipalities and Managed Care Plans (MCPs). This experience includes compliance with detailed reporting requirements and delivery of measurable outcomes within budget and timeline constraints.

Mission

At The Empowering R.E.A.C.H. (Rental Emergency Assistance for Community Housing) Foundation, our mission is to provide displaced seniors and disabled adults with affordable housing and personalized support services, fostering independence, dignity, and security. We are dedicated to bridging the gap between low-income individuals and institutionalization by offering tailored case management and innovative housing solutions. Through advocacy, compassionate care, and community engagement, we empower marginalized populations on their journey toward self-sufficiency and a stable, fulfilling life.

Populations Served



Our program will serve HOME-ARP qualifying populations, including:

- Individuals and families experiencing homelessness (as defined in 24 CFR 91.5)
- Persons at risk of homelessness (as defined in 24 CFR 91.5)
- Persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Other populations like seniors and disabled adults where providing supportive services or assistance would prevent homelessness or serve those with the greatest risk of housing instability

Board Composition

Name	Staff / Board Title	Affiliation	Race / Ethnicity	Gender Identity	Contribution Amounts
Channon Mitchell-Watkins	Executive Director / CEO	Concise Care Group, CEO	Black / African American	Female	20 in-kind hours per month
Cedric Watkins Jr.	Treasurer	Concise Care Group, VP	Black / African American	Male	20 in-kind hours per month
Kilei Parker	Secretary	Concise Care Group, Admin Assistant	Black / African American	Female	20 in-kind hours per month
Ashton Watkins	Member	Trial Attorney at Ashton Watkins Law Firm (no relation to Executive Director)	Black / African American	Male	10 in-kind hours per month

Expert Advisory Team

The Empowerment R.E.A.C.H. Foundation Board now includes Nicole Bood, MSN, MBA-HCM, RN, PHN (Nurse Practitioner) and Senioa Rios, RN (Clinical Substance-Use and Behavioral-Health Specialist) serving as Expert Advisors. Their inclusion strengthens the organization's capacity for integrated clinical oversight, trauma-informed program design, and quality assurance across HOME-ARP supportive service initiatives.



SECTION A: TENANT-BASED RENTAL ASSISTANCE (TBRA)

Program Description

Our TBRA program will provide housing assessment and placement services throughout the 24-month implementation period, beginning with an initial assessment of each household to determine the appropriate level and duration of assistance based on their specific circumstances and barriers to housing stability. Staff will provide intensive housing search assistance to identify units that meet Housing Quality Standards (HQS) while simultaneously engaging in landlord outreach and negotiation to secure affordable units for program participants. Throughout this process, we will coordinate closely with property owners to ensure all assisted units meet rent reasonableness standards as mandated by HOME-ARP regulations, documenting comparable market rents for each unit assisted. To address the full spectrum of move-in costs that often prevent households from securing housing, eligible participants will receive up to \$250 in utility deposit assistance paid directly to utility providers, with our staff facilitating the establishment of payment plans for past-due balances when such arrangements are necessary to secure utilities in the new unit.

Our financial assistance structure employs a tiered model that maximizes our ability to serve 534 households within the allocated budget while providing appropriate support based on individual household needs. Emergency assistance will serve approximately 30% of participants (160 households) with security deposits plus first month's rent averaging \$1,000-\$1,200, enabling rapid rehousing for those who primarily need help overcoming initial move-in costs. Short-term assistance for 50% of participants (267 households) will provide 3-6 months of rental support plus deposits averaging \$1,200 per household, addressing the needs of families requiring temporary stabilization while they secure employment or benefits. Medium-term assistance for 20% of participants (107 households) will offer 6-12 months of support averaging \$1,200-\$1,400, serving households with significant barriers such as extremely low incomes, poor rental histories, or multiple vulnerabilities requiring extended stabilization periods.

This tiered approach represents a best practice by ensuring efficient use of federal funds while maintaining program integrity and achieving measurable outcomes. By matching assistance levels to actual household needs through comprehensive initial assessments, we prevent both under-assistance that could result in returns to homelessness and over-assistance that would reduce the total number of households served. This model creates natural reassessment points where support can be adjusted based on household progress, increasing the likelihood that participants will maintain housing after assistance ends. The structure also ensures compliance with federal requirements for serving those with the greatest needs while maintaining the cost-effectiveness metrics evaluated in program monitoring, ultimately achieving the permanent housing outcomes central to HOME-ARP's mission of addressing homelessness and housing instability in Compton.



Work Plan & Timeline

Each project phase - from outreach and enrollment through reporting - will integrate supportive service components consistent with HUD HOME-ARP requirements. Staff will ensure that participant engagement includes trauma-informed assessment, recovery planning, and measurable housing outcomes reported semi-annually to the City of Compton.

Community outreach activities, including monthly support groups, Threads of Hope events, and Dignity Kit distributions, will occur throughout the project year. These activities will be integrated into the IWHS service delivery timeline and evaluated quarterly for participant engagement and housing-stability outcomes. Ongoing coordination includes verification of Medi-Cal and Medicare benefits, Social Security enrollment support, and assisted-living transition services to sustain participant stability throughout the housing continuum.

Task / Activity	Responsible Contractor / Staff	Start Date	End Date	Milestones / Deliverables	Status / Notes
Execute contract & setup	Executive Director	Dec 2025	Dec 2025	Signed contract, insurance certificates	Pending contract award
Hire staff & contract clinical providers	Executive Director/Board	Dec 2025	Jan 2026	Social Worker, CHW, Admin, Clinical SW, RN secured	Full team by January
Develop policies, procedures, systems	Executive Director/Social Worker/Admin Assistant	Dec 2025	Jan 2026	Operations manual, financial tracking established	HOME-ARP compliant
Secure office & equipment	Executive Director/Admin Assistant	Dec 2025	Jan 2026	Lease signed, fully equipped office	\$3,000/month
Establish partnerships	Executive Director/Clinical SW	Jan 2026	Jan 2026	MOUs with mental health clinics, Department of Homeless Services and Housing, & DPSS	



Task / Activity	Responsible Contractor / Staff	Start Date	End Date	Milestones / Deliverables	Status / Notes
Client enrollment & assessment	Social Worker/CHW	Feb 2026	Dec 2026	250+ clients enrolled and assessed	25/month target
Case management services	Social Worker	Feb 2026	Dec 2026	Weekly contact for high-need clients	30 hrs/week
Mental health services	Clinical Social Worker	Feb 2026	Dec 2026	Individual/group therapy available	8 hrs/week
Health education workshops	RN	Feb 2026	Dec 2026	20 workshops delivered	10 hrs/week
Street outreach	CHW	Feb 2026	Dec 2026	Daily outreach in target areas	40 hrs/week
Emergency/transportation assistance	Social Worker/Admin	Feb 2026	Dec 2026	200 households assisted	
Community events & support groups	All Staff	Feb 2026	Dec 2026	4 events, weekly support groups	
Monthly reporting & HMIS entry	Admin Assistant/Executive Director	Feb 2026	Dec 2026	100% timely reporting and data entry	Monthly to City
Continue core services, Expand based on Year 1 needs	All Program Staff	Jan 2027	Nov 2027	300+ additional clients served	Maintain quality, Adjust services per demand data
Client satisfaction monitoring	Social Worker/Admin	Quarterly	Nov 2027	80% satisfaction rate	Regular surveys, occasional interviews for testimonials
Develop sustainability plan	Executive Director/Board	Sept 2027	Nov 2027	Funding strategy for continuation	Grant applications
Transition clients to ongoing services	Social Worker /Clinical SW	Nov 2027	Dec 2027	100% clients have transition plans	Warm handoffs
Final reporting & evaluation	Executive Director	Nov 2027	Dec 2027	Closeout package submitted to City	Include outcomes analysis
Financial reconciliation	Executive Director/ Admin/ Board	Nov 2027	Dec 2027	All funds expended and documented	Clean audit trail



Budget & Budget Narrative

Category	Year 1 (2026)	Year 2 (2027)	Total (24 months)
Direct Rental Assistance (monthly rent)	\$240,538.80	\$240,538.80	\$481,077.60
Security Deposits & Move-in Costs	\$80,000	\$80,000	\$160,000
Total Direct Client Assistance	\$320,538.80	\$320,538.80	\$641,077.60

The \$641,077.60 HOME-ARP TBRA allocation will serve 534 households over 24 months through a tiered assistance model that maximizes impact while ensuring compliance with HUD regulations. Direct rental assistance totaling \$481,077.60 will be distributed equally across both years to maintain consistent service delivery, with \$240,538.80 allocated annually. This funding supports three assistance levels designed to match household needs: emergency assistance for 160 households (30%) receiving security deposits plus first month's rent averaging \$1,000-\$1,200; short-term assistance for 267 households (50%) receiving 3-6 months of rental support averaging \$1,200 per household; and medium-term assistance for 107 households (20%) receiving 6-12 months of support averaging \$1,200-\$1,400 per household.

The security deposits and move-in costs allocation of \$160,000 addresses critical barriers to housing access, with \$80,000 available each year. This covers security deposits for participants, plus utility deposit assistance up to \$250 per eligible household paid directly to utility providers. Remaining funds support HQS inspections and rent reasonableness determinations required by HOME-ARP regulations. The budget structure aligns with our work plan targeting 250+ households in Year 1 and 300+ additional households in Year 2, maintaining enrollment targets of 25 households monthly during active service periods.

This cost-effective approach achieves an average expenditure of \$1,201 per household served, demonstrating exceptional stewardship of federal funds while ensuring meaningful assistance levels. All expenditures will comply with HOME-ARP requirements including rent reasonableness standards verified for 100% of units, HQS inspections for all placements, and direct payments to landlords and utility providers. Monthly financial tracking through our internal system and HMIS database will ensure accurate reporting to the City of Compton, with semi-annual HOME-ARP performance reports documenting cost per household, housing retention rates, and progress toward our goal of 75% of participants securing HQS-compliant housing with 70% maintaining stability at six-month follow-up.



Performance Measures

Projected Number of Households Served

Total Target: 534 households over 24 months

Service Distribution by Assistance Level:

- **Emergency Assistance (30%): 160 households**
 - Security deposits plus first month's rent
 - Average assistance: \$1,000-\$1,200 per household
- **Short-term Assistance (50%): 267 households**
 - 3-6 months rental support plus deposits
 - Average assistance: \$1,200 per household
- **Medium-term Assistance (20%): 107 households**
 - 6-12 months rental support
 - Average assistance: \$1,200-\$1,400 per household

Expected Outcomes:

Housing Stability:

- 75% of participants secure HQS-compliant housing
- 70% maintain housing at 6-month follow-up
- 65% maintain housing at 12-month follow-up

Service Delivery:

- 100% of units meet rent reasonableness standards (required by HOME-ARP)
- 100% receive initial housing assessments
- 75% client satisfaction rate

Support Services:

- 70% successfully establish utility services
- 50% secure employment or benefits during assistance
- 60% engage in at least one supportive service



Methods of Tracking:

Primary Systems:

1. **HMIS Database**
 - All participants entered within 5 business days
 - Track housing placements, exits, and returns
 - Monthly data quality reviews
2. **Financial Tracking**
 - Monthly assistance tracking per household
 - Rent reasonableness documentation
 - Utility deposit records

Monitoring Tools:

1. **Assessments**
 - Initial housing barrier assessment at intake
 - Quarterly progress reviews
 - Exit planning for all participants
2. **Quality Control**
 - Quarterly file audits (10% sample)
 - 6-month housing retention follow-ups
 - Annual client satisfaction surveys

Reporting Schedule:

1. **Monthly to City of Compton:**
 - Households served by tier
 - Total assistance disbursed
 - Housing placements
2. **Semi-Annual HOME-ARP Reports:**
 - Demographics and housing retention rates
 - Cost per household
 - Performance against targets
3. **Continuous Improvement:**
 - Quarterly team reviews of outcomes
 - Annual program evaluation
 - Adjust services based on data trends

This framework maintains HOME-ARP compliance while setting realistic benchmarks based on typical TBRA program performance and the complexity of serving 534 households with varying needs.



SECTION B: Supportive Services

Program Description

Our HOME-ARP Supportive Services program will provide comprehensive wraparound support to qualifying populations in our community. We emphasize a holistic approach to housing stability through direct service provision, case management, and community partnerships. This program will operate through a multi-disciplinary team approach, combining in-house staff with contracted specialists and community partnerships. Services will be delivered both at a centralized office location and through mobile outreach to meet clients where they are. Core supportive services are detailed below.

Housing Navigation and Stabilization

- Dedicated social worker providing 30 hours weekly of housing search assistance, landlord mediation, and tenancy support
- Case management services to address barriers to housing access and retention
- Emergency client assistance fund for security deposits, utility connections, and housing-related emergencies

Case Management and Service Coordination

- Community Health Worker (CHW) providing full-time (40 hours/week) case management and service coordination
- Administrative support (20 hours/week) ensuring efficient client intake, documentation, and referral tracking
- Comprehensive assessment and individualized service planning for each participant

Healthcare and Behavioral Health Services

- Contracted Clinical Social Worker (8 hours/week) providing trauma-informed mental health services
- Registered Nurse (10 hours/week) addressing medical needs and health system navigation
- Partnership with mental health clinic for specialized psychiatric and counseling services
- Support groups with dedicated resources for peer support activities

Education and Workforce Development

- Community events and training programs focused on job readiness, financial literacy, and life skills
- Referral partnerships with local workforce development boards and educational institutions
- Technology access support through program resources

**Crisis Intervention and Safety Services**

- Services for survivors of domestic violence, sexual assault, and human trafficking through trained staff and community partnerships
- Transportation assistance ensuring access to safety resources and essential services
- 24-hour crisis response coordination with local emergency services

Community Engagement and Outreach

- Proactive outreach to unhoused residents and those at risk of homelessness
- Community-based support groups and peer mentorship programs
- Cultural and linguistic appropriate services through bilingual staff and interpretation services

This program will maintain a physical office location serving as a hub for service delivery, equipped with necessary technology and communication systems. Administrative oversight ensures compliance with HOME-ARP requirements, proper documentation, and program evaluation.



Work Plan & Timeline

Task / Activity	Responsible Staff / Partner	Start Date	End Date	Milestones / Deliverables	Status / Notes
Program Launch & Setup	Executive Director, Admin Assistant	Jan 2026	Mar 2026	Lease execution, office setup, technology installation, staff onboarding, policy and compliance systems established	Includes setup of case management software, phones, and participant intake forms per HUD HOME-ARP standards
Community Outreach & Enrollment	CHW, Social Worker, Outreach Partners	Feb 2026	Ongoing	Outreach to unhoused and at-risk residents; establish referral pipeline with shelters, hospitals, and service agencies	Ensure culturally and linguistically appropriate outreach materials
Housing Navigation & Stabilization Services	Social Worker (30 hrs/week)	Mar 2026	Ongoing	50+ clients annually receive housing search, landlord mediation, and tenancy support	Includes administration of emergency client assistance fund (security deposits, utilities)
Case Management & Service Coordination	CHW (40 hrs/week), Admin Assistant (20 hrs/week)	Mar 2026	Ongoing	Comprehensive assessments and individualized service plans for all enrolled participants	Maintain documentation and referral tracking database
Healthcare & Behavioral Health Services	RN (10 hrs/week), Clinical Social Worker (8 hrs/week), Mental Health Clinic Partner	Apr 2026	Ongoing	Weekly clinical hours and referrals to mental health clinic; monthly peer support groups	Ensure trauma-informed care and data collection on service outcomes
Education & Workforce Development	CHW, Admin Assistant, Workforce Partners	May 2026	Ongoing	Quarterly workshops on financial literacy, job readiness, and life skills; technology access support for clients	Coordinate with workforce boards and community colleges



Task / Activity	Responsible Staff / Partner	Start Date	End Date	Milestones / Deliverables	Status / Notes
Crisis Intervention & Safety Services	Trained Staff, Local Crisis Partners	Mar 2026	Ongoing	24-hour crisis response coordination established; survivor support services integrated	Develop MOUs with local DV/SA and human trafficking agencies
Transportation & Client Support Services	Admin Assistant, CHW	Mar 2026	Ongoing	Provide transportation assistance for appointments, employment, and safety needs	Track mileage and usage for compliance documentation
Community Engagement & Peer Support	Social Worker, CHW, Community Volunteers	Apr 2026	Ongoing	Monthly support groups, quarterly "Threads of Hope" community events, peer mentorship activities	Track attendance and qualitative feedback
Program Monitoring & Reporting	Executive Director, Admin Assistant	Jun 2026	Ongoing	Semi-annual performance and fiscal reports submitted to City of Compton	Includes data on housing stability, income, and service utilization
Midpoint Evaluation & Adjustments	Executive Director, City of Compton Staff	Dec 2026	Feb 2027	Review Year 1 outcomes; adjust service strategies as needed	Data-driven refinements for Year 2 program effectiveness
Continuation & Expansion (Year 2)	Entire Program Team	Jan 2027	Dec 2027	Maintain service delivery for 100+ clients; expand workforce partnerships and peer leadership opportunities	Integrate lessons learned and community feedback
Final Evaluation & Reporting	Executive Director, Data Consultant	Oct 2027	Dec 2027	Final report submission; client satisfaction survey; sustainability recommendations	Prepare documentation for future HOME-ARP renewals or expansions



Budget & Budget Narrative

Category	Year 1 (2026)	Year 2 (2027)	Total (24 months)
Personnel			
Social Worker (30 hrs/week)	\$62,400	\$62,400	\$124,800
CHW (40 hrs/week)	\$56,160	\$56,160	\$112,320
Admin Assistant (20 hrs/week)	\$28,080	\$28,080	\$56,160
Clinical Social Worker (8 hrs/week, contracted)	\$41,600	\$41,600	\$83,200
RN (10 hrs/week)	\$31,200	\$31,200	\$62,400
Benefits & Taxes (30%)	\$65,832	\$65,832	\$131,664
Office & Operations			
Rent (24 months)	\$36,000	\$36,000	\$72,000
Utilities, insurance, supplies	\$12,000	\$12,000	\$24,000
Technology/phones/software	\$12,000	\$0	\$12,000
Direct Services			
Mental health clinic partnership	\$25,000	\$25,000	\$50,000
Community events/trainings	\$10,000	\$10,000	\$20,000
Support group supplies/refreshments	\$2,500	\$2,500	\$5,000
Transportation assistance	\$7,500	\$7,500	\$15,000
Emergency client assistance	\$12,500	\$12,500	\$25,000
Administrative (10%)			
Accounting, audit, compliance	\$38,450	\$38,450	\$76,900
TOTAL BUDGET	\$441,223	\$429,223	\$870,444



Budget Narrative

The total proposed budget of \$870,444 over 24 months supports comprehensive wraparound services for qualifying populations under the HOME-ARP Supportive Services Program.

Personnel: Funds support a multidisciplinary service team, including a Social Worker (30 hrs/week) providing housing navigation and stabilization; a full-time Community Health Worker (CHW) (40 hrs/week) coordinating case management and outreach; and an Administrative Assistant (20 hrs/week) supporting intake, documentation, and data tracking. Contracted specialists include a Clinical Social Worker (8 hrs/week) delivering trauma-informed mental health care and a Registered Nurse (10 hrs/week) addressing health needs and system navigation. Benefits and taxes are budgeted at 30% of total personnel costs.

Office & Operations: This includes rent for a central office serving as the program hub (\$72,000 over 24 months), along with utilities, insurance, and supplies (\$24,000). Technology, phones, and software setup (\$12,000) ensure secure communication and compliance with HUD documentation standards.

Direct Services: Funds cover direct client supports, including a mental health clinic partnership (\$50,000), workforce and community events (\$20,000), support group supplies (\$5,000), transportation assistance (\$15,000), and emergency client assistance (\$25,000) for deposits, utilities, and other housing-related needs.

Administrative & Compliance: Ten percent of total costs are allocated for required administrative functions, including accounting, audit, and HUD compliance oversight.

This budget prioritizes direct service delivery, client stability, and HUD HOME-ARP compliance, ensuring efficient use of funds to improve housing outcomes and overall well-being for participants.

Performance Measures

The program will track and report on:

- Number of households served
- Housing placements achieved and retained
- Connections to mainstream benefits and services
- Reduction in returns to homelessness
- Client satisfaction and quality of life improvements

This approach ensures that HOME-ARP funds effectively address the complex needs of qualifying populations while maintaining fiscal responsibility and program integrity.



Compliance Certifications

The Empowering R.E.A.C.H. Foundation hereby submits the following certifications to the City of Compton and the U.S. Department of Housing and Urban Development:

ATTACHED OFFICIAL HUD FORMS:

- Form HUD-424B - Applicant and Recipient Assurances and Certifications
- HOME-ARP Certifications Form

The attached forms cover certifications for HOME-ARP Program Compliance, Anti-Lobbying, Equal Opportunity and Fair Housing, Environmental Review, Section 3 Compliance, and Uniform Relocation Act requirements.

ADDITIONAL CERTIFICATIONS:

The following certifications supplement the attached HUD forms:

1. 2 CFR Part 200 - Uniform Administrative Requirements Compliance

We certify that the organization will comply with all applicable provisions of 2 CFR Part 200 (Uniform Guidance), including but not limited to:

- Administrative Requirements (Subparts A-D)
- Cost Principles (Subpart E)
- Audit Requirements (Subpart F)
- Maintaining appropriate financial management systems
- Following procurement standards as outlined in 2 CFR 200.317-327
- Maintaining records for a minimum of 3 years from the date of submission of the final expenditure report
- Providing access to records for monitoring and audit purposes



2. Non-Debarment and Suspension Certification

In accordance with Executive Orders 12549 and 12689 and 2 CFR Part 180:

We certify that The Empowering R.E.A.C.H. Foundation and its principals:

- Are NOT presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency
- Have NOT within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction
- Are NOT presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated above
- Have NOT had one or more public transactions (Federal, State, or local) terminated for cause or default within the past three years

We further certify that we will check the System for Award Management (SAM) Exclusions database before entering into any subcontracts or procurements.

3. Labor Standards Certification

Where applicable, we certify compliance with:

- Davis-Bacon Act (40 U.S.C. 3141-3148) for construction contracts over \$2,000
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)
- Copeland "Anti-Kickback" Act (40 U.S.C. 3145)
- Fair Labor Standards Act (29 U.S.C. 201)

4. Drug-Free Workplace Certification

We certify that we will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 8102) by:

- Publishing a statement notifying employees of the prohibition of controlled substances
- Establishing a drug-free awareness program
- Requiring employees to abide by the terms of the statement
- Taking appropriate action against employees who violate the prohibition



5. Financial Management and Internal Controls

We certify that:

- We maintain effective internal controls over the Federal award in compliance with 2 CFR 200.303
- We have established and will maintain financial management systems that comply with 2 CFR 200.302
- We will undergo an independent audit if we expend \$750,000 or more in Federal funds in a fiscal year
- We will maintain documentation to support all costs charged to the grant

6. Conflict of Interest Certification

We certify compliance with 24 CFR 92.356 regarding conflicts of interest and that:

- No person who is an employee, agent, consultant, officer, or elected/appointed official of the organization and who exercises or has exercised any functions or responsibilities with respect to HOME-ARP activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity
- We have established written standards of conduct covering conflicts of interest and governing the performance of employees engaged in the selection, award, and administration of contracts

7. Record Retention and Access

We certify that we will:

- Maintain records sufficient to detail the significant history of each procurement
- Retain all records pertinent to the HOME-ARP award for a period of 5 years from the date of submission of the final expenditure report
- Provide HUD, the City of Compton, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, or other records which are pertinent to the Federal award

8. Lead-Based Paint Certification

For any activities involving pre-1978 housing, we certify compliance with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and implement regulations at 24 CFR Part 35.



9. VAWA Compliance

We certify compliance with the Violence Against Women Act (VAWA) and will ensure that individuals are not denied assistance, tenancy, or occupancy rights based on criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking.

10. Subrecipient Monitoring

If we utilize subrecipients, we certify that we will:

- Monitor subrecipient performance
- Ensure subrecipient compliance with all federal requirements
- Require subrecipients to provide all necessary certifications
- Include all required flow-down provisions in subrecipient agreements

Accuracy of Information

The undersigned certifies that all information provided in this application and all attachments are true and accurate to the best of their knowledge. We understand that any false, fictitious, or fraudulent information may subject us to criminal, civil, or administrative penalties.

Organization: The Empowering R.E.A.C.H. Foundation

Tax ID Number: 99-1930909

UEI Number: Q5CZFH8E2YL2

SAM Registration Status: Active



Authorization

By signing below, I certify that:

1. I have the authority to submit this application on behalf of The Empowering R.E.A.C.H. Foundation
2. The organization has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project
3. We will comply with all Federal statutes, regulations, executive orders, and City of Compton requirements applicable to this grant

Authorized Official:

Channon Mitchell-Watkins,

Executive Director

Signature: _____

Date: _____

Board President Attestation:

Cedric Watkins Jr.,

Board President

Signature: _____

Date: _____



Attachments Checklist

- Form HUD-424B - Applicant and Recipient Assurances and Certifications
- HOME-ARP Certifications Form
- IRS 501(c)(3) Determination Letter
- Current SAM.gov Registration Certificate (UEI)
- Most Recent Audited Financial Statements
- Certificate of Good Standing from California Secretary of State
- Board Resolution Authorizing Application
- Partnership Agreements (Letters of support, MOUs, or collaboration agreements)



Fair Housing Opening Doors

Fair Housing Foundation
(800) 446-3247
www.fhfca.org

November 17, 2025

Executive Director
Stella Verdeja

Board of Directors

Chair
Connie Haynes

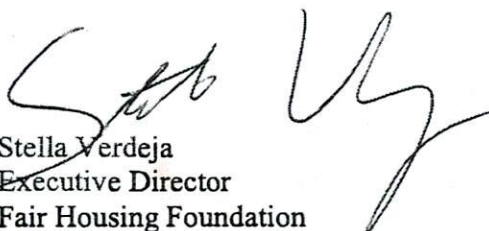
Vice-Chair
Richard Hernandez

Secretary
Julia Moore

Treasurer
Ken Hastings

Members
Yvonne Flores

Fair Housing Foundation (FHF) is pleased to submit our proposal to serve as the Lead Agency for both the Supportive Services and Tenant-Based Rental Assistance (TBRA) components under the City of Compton's HOME-ARP Program. With more than 64 years of experience in housing rights advocacy, tenant-landlord services, and rental assistance administration across Los Angeles and Orange Counties, FHF has been a trusted partner to the City of Compton for several decades. Our longstanding commitment to fair housing, coupled with our proven ability to deliver compliant, equitable, and community-centered programming, positions us well to support the City's efforts to stabilize and strengthen housing opportunities for qualifying populations. As the lead agency, Fair Housing Foundation will oversee program implementation, ensure full compliance with HUD HOME-ARP requirements, manage reporting, and serve as the primary point of contact. Our team is prepared to attend all required in-person and virtual meetings with City staff, HUD, and partnering agencies to ensure coordinated, high-quality service delivery. To expand reach and provide comprehensive supportive services, FHF will collaborate with the following community-based partners, PUSH (People Unified Striving Higher), Queendome Rise Consulting, Fatherhood Cafe and Healing Los Angeles Inc. Together, these partnerships strengthen our capacity to deliver a seamless, culturally responsive Supportive Services model while ensuring the TBRA component remains compliant, accountable, and resident centered.


Stella Verdeja
Executive Director
Fair Housing Foundation

ORGANIZATIONAL BACKGROUND

Fair Housing Foundation (FHF)

Fair Housing Foundation (FHF) has more than 64 years of experience providing housing rights advocacy, tenant–landlord services, community education, and rental assistance support throughout Los Angeles and Orange Counties. FHF has served the City of Compton for several decades and has an established reputation for delivering fair, equitable, and compliant housing services. The organization has successfully administered multiple large-scale federal, state, and county-funded rental assistance programs, including the Los Angeles County Rent Relief Program, California COVID-19 Rent Relief Program, and other emergency rental and utility assistance initiatives. These programs involved substantial multimillion-dollar budgets, strict compliance requirements, and high-volume applicant caseloads. FHF's expertise spans program oversight, HUD compliance, case management, housing counseling, income verification, and quality assurance. FHF maintains strong financial management systems, internal controls, and audit-ready documentation practices that support effective administration of complex housing programs.

PUSH – People Unified Striving Higher

PUSH serves as the nonprofit arm of the experienced technical assistance team previously operating under Klimt Consulting LLC. PUSH staff collectively bring over 23 years of experience providing rental assistance support, housing navigation, intake, documentation review, community outreach, and one-on-one technical assistance to extremely low-, low-, and moderate-income households. Over the past five years, PUSH staff have directly supported Compton residents through multiple rental and utility assistance programs, helping families apply for, secure, and maintain stabilizing benefits. The long-standing partnership between this team, Fair Housing Foundation, and local jurisdictions has built a successful track record of delivering high-quality rental and supportive service programs with accuracy and responsiveness. PUSH now leverages this capacity under a nonprofit structure to strengthen community impact and expand service delivery for vulnerable residents.

Queendome Rise Consulting

Queendome Rise Consulting, founded in 2023, provides workforce readiness, employment preparation, and financial capability training. The founder brings over 10 years of experience working with diverse populations, including as a former Los Angeles County employee and clerical supervisor. Her professional background includes financial literacy, financial management, and holding investment licenses, which enhances her ability to equip participants with practical job skills and the tools needed to

manage income, build financial stability, and maintain long-term self-sufficiency. Queendome Rise offers training that directly supports job readiness and complements housing stabilization efforts.

Fatherhood Café

Fatherhood Café is a 501(c)(3) nonprofit organization focused on strengthening families by providing essential household supplies to residents transitioning into or maintaining stable housing. Fatherhood Café administers twice-monthly Housing Supplies Pop-Up distributions, offering items such as bedding, cookware, household goods, hygiene products, and small furnishings that reduce financial burden for low-income and housing-unstable households. The organization has managed multiple community initiatives, coordinated high-volume distributions, and maintains reliable tracking and reporting practices to ensure accountability and service quality.

Healing Los Angeles Together Inc. (HLAT)

Healing Los Angeles Together Inc., established in 2023, brings more than 10 years of combined experience in healing-centered engagement, peer mentorship, community outreach, and substance abuse support services. HLAT specializes in trauma-informed healing circles, substance use disorder awareness and prevention, and warm hand-offs to clinical providers when needed. The organization has coordinated community events, healing circles, reentry support, youth engagement, and civic education programs for over a decade, consistently serving thousands of Los Angeles County residents. HLAT also operates a weekly food pantry in the City of Inglewood, serving residents experiencing food insecurity. With a leadership team composed of formerly incarcerated community healers, HLAT provides credibility, trust, and deep community-rooted insight to neighborhoods most affected by trauma and systemic harm.

PROGRAM DESCRIPTION- SUPPORTIVE SERVICES

The Fair Housing Foundation (FHF), in partnership with People Unified Striving Higher (PUSH), Queendome Rise Consulting, Fatherhood Café, and Healing Los Angeles Together Inc. (HLAT), proposes a comprehensive Supportive Services model designed to stabilize extremely low, low, and low to moderate income households, reduce barriers to housing, and promote long-term well-being for qualifying populations in the City of Compton.

Our program integrates housing navigation, case management, workforce readiness, essential household supplies, and healing-centered support, creating a coordinated safety net for residents facing homelessness, housing instability, financial hardship, trauma, and other systemic barriers.

1. Housing Navigation & Participant Support (Delivered by PUSH)

PUSH serves as the primary frontline partner for all direct housing navigation and participant assistance. PUSH staff bring over 23 years of combined experience supporting Compton residents through federal, state, and county rental and utility assistance programs.

PUSH will provide:

- Assistance completing housing and rental assistance applications for the City's TBRA Program, ensuring households meet eligibility requirements and submit complete documentation.
- Income verification support, helping participants gather, upload, and understand the materials required for TBRA approval.
- Coordination with landlords to increase participation in the TBRA program, including outreach, program explanation, and support resolving common landlord concerns.
- One-on-one case management and service coordination, connecting participants to benefits, resources, emergency services, and ongoing stabilization supports.
- Ongoing follow-up, supporting households through recertification, move-in processes, and conflict resolution to reduce program exits and maintain housing stability.
- Targeted outreach and engagement, prioritizing seniors, residents with disabilities, survivors of violence, individuals experiencing homelessness, and households with limited literacy or digital access.

This approach ensures participants not only access TBRA but maintain long-term stability beyond initial placement.

2. Workforce Readiness & Financial Capability (Delivered by Queendome Rise Consulting)

Queendome Rise Consulting will strengthen household stability by improving participants' employability and income management.

Queendome Rise Consulting will provide:

- Workforce readiness training, job search support, resume/cover letter assistance, and interview preparation.
- Workshops that help participants manage new income responsibly, reduce financial crises, and maintain stable housing long-term.
- Financial literacy and budgeting basics

This component directly aligns with HUD's HOME-ARP priorities by addressing factors that contribute to recurrent housing instability.

3. Essential Household Supplies & Move-In Support (Delivered by Fatherhood Café)

Fatherhood Café will provide practical, immediate stability for families who are newly housed or transitioning from homelessness. By hosting twice-monthly Housing Supplies Pop-Up events, households will receive essential items that significantly reduce move-in costs.

Fatherhood Café will provide:

- Bedding, towels, cookware, small household appliances
- Cleaning supplies, hygiene products, and basic household necessities
- Small furnishings that improve safety, comfort, and daily functioning

This service reduces financial strain and helps families successfully adjust to their new housing, reinforcing retention and decreasing turnover.

4. Trauma-Informed Healing Circles & Substance Use Disorder Support (Delivered by Healing Los Angeles Together Inc.)

HLAT provides healing-centered engagement that supports the emotional and behavioral health of qualifying residents. Over 10 years of experience in community outreach, healing-centered dialogue, and substance use disorder prevention.

HLAT will provide:

- Trauma-informed healing circles tailored to residents navigating chronic stress, grief, violence exposure, and instability.
- Substance use disorder awareness, education, and prevention support, helping participants understand risks and access early interventions.
- Warm hand-offs to clinical providers for individuals who require mental health or substance use treatment.

These services support mental and emotional stability, essential components of long-term housing retention.

Work Plan & Timeline – Supportive Services (HOME-ARP)

Assuming an award date of December 2025, the following Work Plan and Timeline outlines key milestones, preparation periods, service delivery phases, and closeout activities for the Supportive Services component. This schedule aligns with the workflow submitted and ensures the City of Compton receives a clear, organized, and feasible implementation plan.

JANUARY 2026 – PROGRAM PREPARATION

- Develop internal program guidelines and operating procedures
- Draft required forms, intake packets, referral pathways, and case management tools
- Prepare marketing materials, flyers, and outreach scripts
- Conduct partner coordination meetings with PUSH, Queendome Rise, Fatherhood Café, and HLAT
- Establish secure data-tracking structure for compliance and reporting

FEBRUARY 2026 – DOCUMENT FINALIZATION & CITY APPROVAL

- Submit all program documents to the City of Compton for review
- Revise materials based on City feedback
- Finalize workflows, referral pathways, and service protocols
- Complete training sessions for all partners on HOME-ARP expectations and documentation standards
- Prepare launch schedule and communication plan

MARCH 2026 – PROGRAM LAUNCH

- Begin full outreach and engagement across Compton
- Activate multiple access points (City departments, FHF, PUSH outreach, CBO partners)
- Start intake appointments and needs assessments

- Begin initial referrals to Queendome Rise, Fatherhood Café, and HLAT

APRIL 2026 – OCTOBER 2027 – FULL SERVICE DELIVERY PERIOD

- Provide ongoing case management, housing navigation, and stabilization services (PUSH)
- Deliver workforce readiness, budgeting basics, and job preparation workshops (Queendome Rise)
- Host twice-monthly Housing Supply Pop-Ups (Fatherhood Café)
- Conduct trauma-informed healing circles and SUD awareness sessions (HLAT)
- Track participant progress and update stabilization plans regularly
- Maintain monthly partner coordination meetings
- Submit monthly and quarterly reports to the City
- Adjust strategies as needed to meet service goals and participant needs

NOVEMBER 2027 – PROGRAM WIND-DOWN

- Complete remaining follow-up and participant check-ins
- Finalize referrals for long-term community resources
- Begin compiling final performance data and closeout documentation
- Conduct final internal review with partners

DECEMBER 2027 – CLOSEOUT & FINAL REPORTING

- Complete final program reports and fiscal reconciliation
- Submit all required documentation and final outcomes to the City
- Conduct final meeting with City of Compton staff
- Archive participant files per HUD requirements

Supportive Services – Budget Narrative and Line-Item Budget

BUDGET NARRATIVE (Supportive Services Component)

The Supportive Services budget is designed to ensure effective delivery of housing navigation, case management, workforce readiness, essential household supports, and trauma-informed healing services to qualifying City of Compton residents. The budget reflects the coordinated roles of Fair Housing Foundation (FHF), PUSH, Queendome Rise Consulting, Fatherhood Café, and Healing Los Angeles Together Inc. (HLAT), and supports all required staffing, supplies, workshops, and administrative functions needed to carry out the full scope of work.

Partner Services:

PUSH will receive funds to cover staff responsible for intake, housing navigation, case management, landlord coordination, eligibility screening, and participant stabilization. Staff time also covers ongoing follow-up, documentation, outreach, participant meetings, and partner coordination.

Queendome Rise Consulting will receive funding to deliver recurring workforce readiness sessions, and budgeting basics workshops.

Fatherhood Café will receive funding for twice-monthly Housing Supplies Pop-Up events, including the purchase of household essentials for distribution.

HLAT will receive funding to implement healing circles, substance-use disorder awareness, and warm clinical hand-offs. Funding supports facilitation time, materials, supplies, reporting, and coordination activities.

Program Supplies:

Each partner has included program supplies in their budgets.

Administrative Costs:

As Lead Agency, FHF will utilize administrative funds for grant management, performance monitoring, data tracking, reporting, fiscal oversight, compliance, meeting participation, and coordination across all partners. Administrative costs are within HUD-allowable limits and support required documentation and oversight responsibilities.

The overall budget is structured to maximize participant impact, ensure cost-effective service delivery, and maintain compliance with HOME-ARP requirements.

Line-Item Budget

Category	Description	Amount (\$)
PUSH	Housing navigation, case management, outreach, intake, stabilization	\$562,446.12
Queendome Rise Consulting	Workforce readiness, budgeting basics, workshops, coaching	\$110,000.00
Fatherhood Café	Essential household supplies & twice-monthly pop-up distributions	\$50,000.00
Healing Los Angeles Together (HLAT)	Healing circles, SUD awareness, warm hand-offs	\$100,000.00
Program Supplies	Printing, outreach materials, office supplies, technology	N/A
Administrative Costs – FHF	Grant management, reporting, compliance oversight	\$48,000.00
TOTAL		\$870,446.12

TBRA Program Description & Workflow – City of Compton HOME-ARP

PROGRAM DESCRIPTION – TENANT-BASED RENTAL ASSISTANCE (TBRA)

Fair Housing Foundation (FHF), in partnership with PUSH (People Unified Striving Higher), proposes a structured, compliant, and resident-centered TBRA model designed to expand housing stability for extremely low-, low-, and low-to-moderate-income households in the City of Compton. This design mirrors the structure and tone of the Supportive Services narrative and aligns with HUD HOME-ARP requirements.

TBRA services will assist eligible residents with rental subsidies, income verification, housing quality compliance, recertifications, and landlord coordination. Households may use TBRA to secure a new rental unit or remain in their existing rental unit if the property meets Housing Quality Standards (HQS) and all program requirements.

FHF will serve as the Lead Agency, overseeing program administration, rental subsidy disbursements, compliance, and reporting. PUSH will conduct income certifications, rent reasonableness reviews, HQS inspections, outreach, and participant support. The City of Compton will retain the right to review participant eligibility, documentation, and housing approvals and may make determinations as necessary.

TBRA PROGRAM GOALS

- Increase access to safe, stable, and affordable housing
- Prevent homelessness and reduce involuntary displacement
- Support Compton residents with rental subsidies tied to unit and household eligibility
- Strengthen landlord participation and expand available housing options
- Promote long-term housing retention through coordinated participant support

ELIGIBLE SERVICES

- Short- and long-term rental subsidies
- Security deposit assistance (if needed)
- Utility deposit assistance (if needed)

- Recertification and ongoing eligibility verification
- Rent reasonableness assessments
- HQS inspections and unit approvals
- Participant file maintenance and compliance tracking

This model ensures that Compton residents receive timely, compliant assistance while maintaining strong oversight, accountability, and HUD-aligned practices.

WORKFLOW – TBRA IMPLEMENTATION

1. Referral & Access Points

Residents may enter the TBRA process through:

- City of Compton referrals
- Fair Housing Foundation (lead agency)
- PUSH outreach teams
- Community-based partners
- Walk-ins or resident inquiries

2. Initial Eligibility Screening (PUSH)

- Verify that the household appears to meet HOME-ARP qualifying population criteria
- Provide an overview of TBRA requirements and documents needed
- Schedule a full eligibility appointment

3. Full Income Certification & Eligibility Review (PUSH)

- Collect and verify income documentation
- Complete full income certification per HUD standards

- Review household composition, rental status, and qualifying population criteria
- Submit file to FHF for verification

4. City Review & Determination

- The City of Compton retains the right to review participant documentation
- The City may request additional information or make eligibility determinations
- Final approval continues only once all City conditions are met

5. Unit Selection or Existing Unit Approval

Participants may:

- Select a new rental unit, OR
- Request approval to remain in an existing unit (if it meets program standards)

Steps include:

- PUSH conducts HQS inspection
- PUSH completes rent reasonableness assessment
- FHF and the City verify compliance with HOME-ARP requirements

6. Rental Subsidy Contract Execution (FHF)

- FHF drafts and executes the rental assistance agreement with the landlord
- Payment amounts are calculated according to HUD-aligned formulas
- FHF initiates ongoing rental subsidy payments

7. Participant Orientation & Support (PUSH)

- Provide orientation on program rules, responsibilities, and timelines

- Support participants through move-in or stabilization steps
- Address documentation needs and landlord/tenant questions

8. Ongoing Monitoring & Recertification

- PUSH conducts required recertifications and updates income changes
- PUSH performs follow-up HQS inspections if required
- FHF monitors rental payments and compliance
- The City retains the right to review files at any stage

9. Program Exit & Transition

- Participants exit upon income increase, program completion, or voluntary exit
- PUSH provides transition support and referrals to other resources
- FHF completes final closeout of participant file

This workflow maintains strong alignment with the style, tone, and structure used in the Supportive Services narrative, ensuring consistency across both program components.

TBRA – Budget Narrative

The Tenant-Based Rental Assistance (TBRA) budget supports the administration of rental subsidies,

income certifications, HQS inspections, compliance oversight, and participant coordination for the City of

Compton's HOME-ARP Program. The budget aligns with HUD cost principles and includes all allowable

expenses required for effective program implementation.

Personnel & Fringe Benefits:

Funds will support PUSH staff responsible for income verification, rent reasonableness reviews, HQS

inspections, eligibility assessments, landlord coordination, and required recertifications.

Personnel time

covers participant communication, file documentation, appointment scheduling, and ongoing program

support. Fringe benefits include standard nonprofit rates covering payroll taxes, health benefits, and other

employer obligations.

Rental Assistance Payments:

Most of the TBRA budget is dedicated to direct rental subsidy payments. These subsidies will be issued on

behalf of eligible participants to assist with monthly rent, security deposits, and utility deposits (as allowed).

All payments will be processed by FHF in accordance with HUD HOME-ARP regulations, City procedures,

and approved compliance standards.

Administrative Costs:

As the Lead Agency, Fair Housing Foundation will utilize administrative funds for fiscal oversight, financial

management, program reporting, documentation review, compliance monitoring, and coordination with the

City of Compton. Administrative charges fall within HUD-allowable limits and support required back-end

functions such as data management, quality assurance, internal controls, and monitoring of program

expenditures.

Program Operating Costs:

This category includes required supplies and materials for application processing, printing, inspection tools,

technology needs, participant communication, and secure file storage. These costs ensure accurate

record-keeping and efficient workflow as households progress through the TBRA process.

The TBRA budget is designed to maximize rental support for qualifying residents while maintaining strong

program accountability, regulatory compliance, and seamless administration by FHF and PUSH.

All costs go to payments except for 15% to Fair Housing for costs

TBRA and Supportive Services – Performance Measures

Projected Participants Served:

- Total Households Served Throughout the Duration: 715-900 households (including intake clients and all supportive services).
- Households Receiving Workforce Readiness Support: 315-415 participants
- Households Receiving Essential Household Items: 300–300 households
- Households Participating in Healing Circles or SUD Awareness: 100–185 participants

Key Outputs:

- Case management check-ins conducted: 1 to 2 times per month when the applicant is participating in the program
- Warm referrals to partner agencies: each applicant will be provided with a warm referral based on need
- Workforce readiness workshops delivered: 75-82 workshops, 1 workshop per week (except holidays)
- Trauma-informed healing circles delivered: 20 healing circles, 1 per month
- Housing Supplies Pop-Up distributions: 40 events, 2 times a month for 20 months

Tracking Methods:

- Intake and eligibility forms
- Monthly case management logs
- Partner referral reports
- Workshop attendance sheets, virtually and in-person
- Distribution logs (Fatherhood Café)
- Healing circle sign-in sheets and feedback forms (HLAT)
- FHF compliance and monitoring reports
- Monthly and or quarterly progress summaries submitted to the City of Compton

Compliance: Financial Management, Internal Controls, and HUD Requirements

Fair Housing Foundation (FHF) maintains comprehensive financial management policies, internal controls, and compliance procedures that meet all federal requirements, including HUD regulations, and applicable City of Compton standards. As the Lead Agency, FHF will apply these established systems to ensure accurate fiscal oversight, documentation integrity, and fully compliant program administration throughout the duration of the HOME-ARP Supportive Services contract.

Financial Management & Internal Controls:

- FHF utilizes HUD-approved financial management systems designed to track expenditures, document allowable costs, and maintain audit-ready records.
- Strong internal controls ensure segregation of duties, safeguarding of funds, and accurate financial reporting.
- All expenses are reviewed for eligibility and compliance prior to approval.
- FHF conducts ongoing internal monitoring, quality assurance checks, and file reviews to ensure accuracy.
- Fiscal operations adhere to Generally Accepted Accounting Principles (GAAP) and maintain full documentation for all program activities.

HUD Compliance:

- FHF has established policies and procedures covering income verification, eligibility determination, documentation standards, safeguarding participant information, and maintaining confidentiality.
- FHF will ensure all program activities comply with HOME-ARP requirements, including:
 - Participant eligibility and qualifying population verification
 - Documentation retention and audit standards
 - Nondiscrimination and Fair Housing Act compliance
 - Timeliness of expenditures and performance progress
- Regular reporting will be submitted to the City of Compton in accordance with HUD and City guidelines.

Partner Compliance Expectations:

- All partnering organizations including PUSH, Queendome Rise Consulting, Fatherhood Café, and Healing Los Angeles Together Inc. will be required to follow HUD and HOME-ARP regulations as a condition of participation.
- Partners will follow FHF's established documentation procedures, including participant file standards, verification forms, referral forms, progress notes, and retention policies.
- FHF will provide technical assistance and training to partners to ensure alignment with federal and City requirements.
- Partners will participate in routine compliance reviews, data verification checks, and corrective action processes if needed.

Oversight & Monitoring:

- FHF will conduct formal and informal monitoring of all partners to ensure adherence to HUD requirements.
- FHF will review partner files, performance data, referral logs, and service delivery documentation to maintain program integrity.
- Any compliance findings will be addressed promptly through corrective action planning.

Through these established systems, FHF will ensure the Supportive Services program operates with financial accuracy, regulatory compliance, transparent reporting, and adherence to all HOME-ARP federal standards.



11/15/2025

Queendome Rise Consulting

Fair Housing Foundation

RE: Letter of Support for Fair Housing Foundation – City of Compton RFP

To Whom It May Concern,

On behalf of Queendome Rise Consulting, I am pleased to provide this Letter of Support for Fair Housing Foundation (FHF) in response to the **HOME-ARP Supportive Services & Tenant-Based Rental Assistance (TBRA) RFP No. 2025-10**, focused on housing, rental assistance, and utility support services for vulnerable communities.

Queendome Rise Consulting proudly supports FHF as the lead applicant and affirms our commitment to partnering on this initiative. FHF's strong history of community advocacy, housing rights education, and responsible program administration makes them exceptionally qualified to lead this project with integrity, cultural competence, and equity-driven service delivery.

As a subcontracted service provider, Queendome Rise Consulting will offer workforce readiness services for program participants, including:

- Job readiness coaching
- Resume writing support
- Interview preparation
- Job application assistance
- Professional appearance & workplace preparedness
- Employment navigation for individuals facing barriers such as homelessness, re-entry, unemployment, or economic instability

We are fully committed to collaborating with FHF through coordinated referrals, aligned service delivery, data reporting (as appropriate), and participation in all required evaluation or capacity-building activities. We believe this partnership will significantly increase housing stability and economic mobility for underserved residents across the City of Compton.

Queendome Rise Consulting strongly endorses the Fair Housing Foundation's proposal and looks forward to supporting the successful implementation of this community-centered project.

For any questions, please contact us at info@chevonnsmith.com or (310) 367-1660.

Sincerely,

Chevonne Smith, Managing Member

Queendome Rise Consulting

info@chevonnsmith.com

(310) 367-1660



11/14/2025

Healing Los Angeles Together, Inc.
1605 W. Olympic Blvd
Suite 9029
Los Angeles, CA 90015

Fair Housing Foundation

RE: Letter of Support for Fair Housing Foundation – City of Compton RFP

To Whom It May Concern,

On behalf of Healing Los Angeles Together, Inc. (HLAT) we are pleased to submit this Letter of Support for Fair Housing Foundation (FHF) as the lead applicant for the **HOME-ARP Supportive Services & Tenant-Based Rental Assistance (TBRA) RFP No. 2025-10**. HLAT is honored to participate in this initiative designed to promote housing stability, prevent displacement, and strengthen supportive services for vulnerable residents across the region.

HLAT supports FHF's leadership in their supportive services and rental assistance efforts. Their long-standing commitment to housing equity, tenant protections, and community-based outreach demonstrates their capacity to lead a multi-agency initiative designed to support disadvantaged households.

As a program partner, HLAT will provide:

- Trauma-informed healing circles tailored to residents navigating chronic stress, grief, violence exposure, and instability.
- Substance use disorder awareness, education, and prevention support, helping participants understand risks and access early interventions.
- Warm hand-offs to clinical providers for individuals who require mental health or substance use treatment.

HLAT is committed to working collaboratively with FHF to ensure timely service delivery, coordinated outreach, and shared efforts to uplift residents experiencing economic insecurity and displacement risk.

We proudly support FHF's application and look forward to being an active partner in bringing compassionate, effective services to the Compton community.

Sincerely,

Herminia Galvez, Executive Director
Healing Los Angeles Together Inc, 501c3 nonprofit
herminia@healinglosangelestogether.org
www.healinglosangelestogether.org



Volunteers of America®
GREATER LOS ANGELES

November 13, 2025

Turmel Woods, Grants Compliance Manager
City of Compton
City Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220

**Re: HOME-ARP Supportive Services and Tenant-Based Rental Assistance (TBRA)
Request for Proposals, RFP No. 2025-10**

Dear Turmel Woods,

On behalf of Volunteers of America of Los Angeles (VOALA), I respectfully submit the enclosed proposal in response to the HOME-ARP Supportive Services and Tenant-Based Rental Assistance (TBRA) Request for Proposals, RFP No. 2025-10. VOALA is applying to provide both Supportive Services and Tenant-Based Rental Assistance.

VOALA has extensive experience providing case management, housing navigation and stabilization supports, a wide array of supportive services, and tenant-based rental assistance services for those who are homeless and at-risk of homelessness in Los Angeles County – including within the City of Compton. We have offices within the City of Compton, and experience providing services to residents within the City of Compton. We are confident that, with our effective programming and experience serving the City of Compton, we are highly qualified to provide the proposed supportive services and TBRA.

Should you have any questions or need additional information, you can reach me at (213) 389-1500 or bpratt@voala.org.

Sincerely,

A handwritten signature in black ink, appearing to read 'Robert Pratt', written over a diamond-shaped graphic element.

Robert Pratt
President and CEO

Organizational Background

History and Capacity: VOALA was established in 1896 with a mission to find solutions to social problems and pioneer new approaches that will move beyond assisting individuals in need by creating positive, lasting changes for families, neighborhoods and communities. For the past 128 years, VOALA has continuously worked with the proposed target population, including individuals and families who are homeless and individuals and families at-risk of homelessness.

The agency has an extensive history providing a wide range of programs and housing for Los Angeles' most vulnerable, including Veterans, people living with HIV/AIDS, survivors of domestic violence, the re-entry population, and survivors of trafficking.

VOALA currently provides more than 120 programs to more than 35,000 individuals each year in the Greater Los Angeles area. Preventing and ending homelessness is a key component of our mission to find solutions to social problems and create positive, lasting changes for individuals and families. Our service continuum for individuals and families who are homeless has grown to our current operation serving more than 13,500 individuals each year through street outreach, rapid re-housing, prevention, more than 1,900 units of affordable housing and more than 2,600 units of interim housing, as well as numerous supportive services, all of which are rooted in a strengths-based model.

VOALA has been operating rapid re-housing and homelessness prevention programs that incorporate case management, housing navigation and stabilization services, and financial assistance components since 2009. Through these programs, VOALA provides intake, assessment, case management and development of an Individual Housing and Services Plan, referrals to supportive services, and direct financial assistance to support housing placement and retention (security deposit, utility arrears, short-term rental assistance, and moving expenses).

VOALA provides rapid re-housing and homelessness prevention services through a wide array of contracts, including contracts with the Los Angeles Homeless Services Authority to provide homelessness prevention and rapid re-housing services for those who are homeless/at-risk in the San Gabriel Valley, County of Los Angeles to provide homelessness prevention and rapid re-housing services for families, City of El Monte to provide rapid re-housing and homelessness prevention services, County of Los Angeles Adult Protective Services to provide rapid re-housing services for seniors, and California Board of State and Community Corrections to provide rapid re-housing for the re-entry population.

In the past year (July 1, 2024 – June 30, 2025) VOALA served 2,280 households through rapid re-housing and homelessness prevention programs similar to the proposed program, issuing more than \$12.95 million in rental assistance payments.

Through a HUD-funded program (Housing as an Intervention to Fight AIDS) providing housing in SPA 6 (including Compton), VOALA provided short-term rental assistance (as well as case management and housing stabilization services) to 27 households with incomes below 30% AMI. 83% of households served who began in transitional housing successfully transitioned to

permanent housing, and 71% of those receiving rental assistance successfully sustained permanent housing.

Grant Management Experience: VOALA has an annual operating budget of \$198 million, and is adept at managing federal funds, with 90% of our agency budget generated from federal, state and local government funding. VOALA has been utilizing government funding to support our programs for more than 70 years, and currently manages government contracts with numerous agencies, including: HUD, Department of Justice, Department of Labor, SAMHSA, Department of Veterans Affairs, Department of Health and Human Services, California Department of Housing and Community Development (Homekey), California Office of Emergency Services, California Board of State and Community Corrections, City of El Monte, City of Pomona, City and County of Los Angeles, City of Long Beach, and City of Pasadena. VOALA has renewed contracts with many of the agencies for multiple years, and we have a track record of meeting established program outcomes and submitting all required programmatic and fiscal reports timely and accurately.

Program Description – Supportive Services

Target Populations: The target populations for the supportive services component will be individuals who are homeless and those who are at-risk of homelessness according to HUD definitions.

Proposed Activities: The primary focus of VOALA's Supportive Services program will be to help participants rapidly secure (for those who are homeless) and maintain permanent housing that is safe, affordable, accessible, and acceptable to their needs. This housing may include market-rate rental housing, permanent supportive housing, or permanent housing with rental subsidies. The Supportive Services will operate in conjunction with the TBRA component.

VOALA's supportive services programming begins with an initial intake and assessment of each household's housing barriers, needs, and preferences. Case Managers will work with participants to problem-solve any immediate needs (such as a need for immediate medical care), and will also support households in problem-solving longer-term needs through the Individual Housing and Services Plan and case management process, which will include supporting households in increasing their income (through public benefits and/or employment), developing stronger life skills (in areas such as budgeting, interpersonal communications, being a good tenant, etc.), and connecting to supportive services to help address any other barriers to retaining permanent housing.

The Case Manager will work with each family to develop an Individual Housing and Services Plan (IHSP) that details the steps to be taken and services to be accessed to support the family in securing permanent housing (for those who are homeless) and maintaining permanent housing (for those at immediate risk of homelessness, such as those who have received a three-day notice). Housing and Services Plans will be focused around three distinct phases: initial actions required to address the immediate threats to the household's housing stability (such as housing location/placement for those who are homeless, paying rental/utility arrears, mediation with landlords and neighbors), followed by steps to address housing stability and retention barriers

(such as increasing income, learning good tenancy skills, addressing any specific barriers the household faces that may threaten housing stability), and finally, exit planning, which focuses on transitioning responsibility for housing retention to the household, including specific action planning alongside the household to prevent future homelessness.

For those who are homeless, or for at-risk households in need of relocation (such as those in units that are unaffordable, unsafe, or in units that are otherwise not a good fit for the household), the Case Manager and Housing Specialist will support households to identify and secure an appropriate housing unit.

Case Managers and Housing Specialists will take a hands-on approach to connecting clients to permanent housing, helping clients identify units, accompanying clients to view units, completing habitability and rent reasonableness assessments on units, assisting in completing rental applications, reviewing lease terms, providing education on tenant rights, and assisting clients with move-in tasks (such as turning on utilities, securing furnishings). VOALA staff will also work to connect participants to housing subsidy programs for which they are eligible to provide them with the financial resources necessary to sustain permanent housing. For eligible households (people with HIV/AIDS), VOALA operates 15 units of permanent affordable housing in/around Compton (in SPA 6) through the HOPWA Scattered Site Master Leasing program. Because VOALA operates SSVF and VASH programs, we have ready access to staff who are able to provide screening and assistance applying for these programs. Additionally, VOALA operates more than 1,900 units of permanent affordable housing that will be available to participants (based on unit availability and eligibility). Participants will have access to Housing Navigation services immediately upon entering the program. Through our landlord engagement efforts, VOALA has relationships with more than 1,400 landlords and 800 property management companies across Los Angeles and Orange Counties who are willing to rent to individuals referred by VOALA. These landlord relationships provide us with an existing stock of available rental housing that will allow us to quickly place participants into permanent housing that meets their needs and wants (such as geographic location, proximity to work/school, first floor vs. upper-level unit, number of bedrooms, accessibility, etc.).

Through the TBRA component (detailed in a separate narrative), households will be provided with flexible financial assistance to assist with costs needed to stabilize in housing, including: rental application fees, security deposits, first month's rent, rental arrears (up to 6 months), utility deposit, and up to 3 months of utility arrears. VOALA will determine amount of direct financial assistance to be provided based on a thorough assessment of the abilities and needs of the individual household, including current income sources and amounts, other expenses, barriers faced, etc.

In concert with housing placement and financial assistance, the Case Manager will connect households to supportive services to address identified barriers to ongoing housing stability. Services available through VOALA include: housing stabilization case management, linkages to community resources (banking, groceries, transportation, faith groups, etc.), Benefits Advocacy (including assistance applying for public benefits or which the household is eligible), assistance applying for housing subsidies, life skills education (budgeting, household maintenance, good

tenant practices, good neighbor practices, etc.), credit repair assistance, and employment services. Services available through partner organizations include:

Service	Provider(s)
Behavioral Health	DMH, Children's Institute, St. John's Community Health, Alma Services, USC MSW Interns working in VOALA programs
SUD	SCADP, Central City Recovery, Foundation for a Drug Free World
Employment	PV Jobs, CRCDD, YouthBuild, South LA WorkSource, WLCAC, AADP, El Nido
Education	A Childs Dream, ARC, Maxine Waters Adult School, YouthBuild, LA Trade Tech, Matrix 4 Success Academy
Housing	LAHSA/CES, Ruth's Place
Food	WAWTF, Saint Mark Food Pantry, Food from the Hood
Music/Arts	Young Musicians Foundation
Healthcare	Homeless Healthcare LA, St. John's Community Health
Legal Services	LAFLA, LA County DA's Office Bureau of Victim's Services

When referred to an off-site provider, participants will be provided with bus tokens or shuttle transportation to the provider, along with directions on how to get to the provider and their appointment time. Case Managers will call the provider to let them know the participant is coming, and will follow-up with the participant and provider after the appointment to confirm that the participant arrived and received services. Support services will be available throughout each participant's time in the program.

Case Managers will initially meet with households who are homeless weekly until they are placed into housing. Case Managers will meet with all households weekly for the first month they are in housing (both for those at-risk of homelessness and those who were homeless following placement into housing), with the frequency of meetings stepped down to bi-monthly and then to monthly as households stabilize in their housing.

Housing stabilization services will be provided using a Critical Time Intervention approach, which includes 3 phases: transition to community (during which the household meets with their Case Manager weekly and receives support connecting to community resources, such as transportation, grocery stores, schools, banking, hospitals, etc.), try-out (during which the household meets with their case manager bi-monthly for coaching using the community resources identified) and transfer of care (during which the household meets with their Case Manager monthly while the Case Manager empowers the participant to take ownership of their own stability).

Each IHSP will include a retention plan that lays out strategies to prepare households to pay their lease obligations and cover their other financial obligations after rental assistance/case management supports have ended. The retention plan will include a plan for increased income for the family (through public benefits and/or employment), as well as a budget developed with support from the family's Case Manager.

VOALA is experienced and knowledgeable in the eligibility requirements for various long-term housing subsidies, and regularly leverages housing subsidy resources to help the households we serve secure and sustain permanent housing. VOALA currently manages 778 tenant-based VASH vouchers in Los Angeles County (since October 2013), 120 PBVs for seniors (80) and people with disabilities (40) at Ballington Plaza (since 2014), and 73 PBVs (61 VASH and 12 Section 8) for families who are homeless at Blue Butterfly Village in San Pedro (since May 2015).

Client eligibility for housing vouchers and other long-term subsidies will be assessed as part of the case management process. Case Managers will review client income, family size, and other eligibility requirements (such as Veteran status for VASH vouchers), and will assist clients in applying for any vouchers for which they are eligible. Application assistance will include assistance filling out required forms, gathering any necessary back-up documentation, and monitoring client status on housing waiting lists as needed. For households that are eligible for vouchers, VOALA may provide short-term rental assistance as a bridge to housing stability until the voucher can be secured.

Work Plan and Timeline – Supportive Services

Activity	Timeline
Recruit and hire 1 FTE Program Supervisor, 2 FTE Case Managers, and 1 FTE Housing Specialist	Months 1-2
Train 1 FTE Program Supervisor, 2 FTE Case Managers, and 1 FTE Housing Specialist	Month 2
Begin enrolling clients (each Case Manager will carry a caseload of 20 participants/each, for a total of 40 participants enrolled at any given time)	Month 3
Provide intake, assessment, case management, housing navigation and stabilization services, and linkages to supportive services	Months 3-24
Connect participants to TBRA for rental assistance	Months 3-24

VOALA will provide Supportive Services to 40 participants at any given point in time. With an average 6 month time in the program, we project serving 80 participants total per year and 160 participants total over the grant period.

VOALA has extensive experience rapidly implementing new programs, including new rental assistance and housing placement supportive services programs. VOALA currently operates both Rapid Re-Housing and Prevention programs in Los Angeles County, and through these programs we already have program policies and procedures, relationships with landlords, facilities, and leadership staffing in place. This existing infrastructure, combined with our skilled human resources department with the capacity to rapidly hire qualified staff as required by the program, will allow VOALA to have all staff hired and the program fully operational within 60 days. The timeline to accomplish the identified milestones is as follows: A) Program office readiness: VOALA already has an active facility lease and is providing case management services for our existing programs in Compton, and has office space available that can be dedicated to the proposed program.

VOALA currently has a Program Manager (Leonard Fowler) who oversees our HOPWA Scattered Site Master Leasing and Short-Term Rental Assistance programs in SPA 6 who will oversee the proposed program. We will hire a Program Supervisor to oversee this program directly, as well as 2 FTE Case Managers and 1 FTE Housing Specialist. For direct services staff, VOALA will either transfer staff from our existing prevention or rapid re-housing programs to the proposed program (and hire new staff to backfill their current positions), or recruit and hire new staff for the proposed program. The decision on whether to transfer or hire new staff will be based on current caseloads and staffing demands for existing programs, and the specific skills/qualifications of current staff (for instance, whether staff are bilingual). Should new staff be hired, VOALA will begin recruitment upon notification of grant award. We anticipate all new staff will be hired within 45 days of grant award, and fully trained and providing services within 60 days of grant award. All new staff will undergo a 2-week onboarding/training program.

VOALA has an existing cadre of case managers and housing specialists working under existing programs who are experienced in providing the intake, assessment, case management, and housing retention supports required by the proposed program. These staff will be able to support initial intakes, assessments, case management, and direct financial assistance for eligible households while VOALA recruits and hires new staff to fully staff the proposed program.

Budget and Budget Narrative – Supportive Services

1. Personnel: \$469,272

Position	Annual Salary	% FTE	# Years	Total Cost
Program Supervisor	\$63,086.50	100%	2	\$126,173
Justification: The Program Supervisor will oversee staff hiring and supervision, program design, participant recruitment, collaborative partner relationship management, coordination of data collection and reporting. This staff will dedicate 100% of their time to this project.				
Case Manager	\$60,008	200%	2	\$240,032
Justification: The Case Managers will conduct intakes and assessments, develop Individual Housing and Services Plans, coordinate with accounting to determine amounts for financial assistance, and make referrals to supportive services.				
Housing Specialist	\$51,533.50	100%	2	\$103,067
Justification: The Housing Specialist will network with landlords to identify available and affordable permanent housing units, and coordinate with the Case Manager to connect participants to appropriate units.				

2. Fringe Benefits: \$140,782

Fringe benefits were calculated based on actual costs, using the following calculations: FICA (7.65%), Worker's Compensation (3%), Health/Dental (13.85%), Pension (4.5%), and ADD/LTD (1%). Fringe benefits were allocated to the grant based on the portion of time dedicated to project activities.

3. Supplies: \$18,874

Supplies include the following:

Item	Calculation	Total Cost
Office Supplies	Office supplies used in case management (pens, paper, staples, file folders, etc.) @ \$300/month x 24 months	\$7,200
Computers	Laptops for each staff (1 Program Supervisor, 2 Case Managers, and 1 Housing Specialist) @ \$2,300/each x 4 = \$9,200	\$9,200
Furnishings	Office furniture for staff (desk, chair) @ \$500/staff x 4 staff = \$2,000	\$2,000
Filing Cabinets	2 Filing cabinets @ \$237/each x 2 = \$474	\$474

4. Other: \$128,640

The other costs were calculated as follows:

Item	Calculation	Total Cost
Direct Participant assistance	VOALA will provide direct supports to address immediate needs of participants in order to support them in securing and sustaining permanent housing. This may include bus passes, food, work clothing or tools, etc. Calculated at \$400/participant x 160 participants.	\$64,000
Phone	This includes the one-time cost to purchase cell phones for each staff member (\$200/phone x 4 = \$800), as well as monthly service fees for the phone service (\$65/line/month x 4 lines x 24 months = \$6,240)	\$7,040
Internet	This covers a portion of the cost of Internet service at the program offices to support Internet use for the program staff, calculated at \$250/month x 24 months	\$6,000
Insurance	This covers insurance costs for the program (General Liability, Directors/Officers) at \$250/month	\$6,000
Facility Costs	This covers facility rent and utilities at the offices to be used by the program staff, calculated at \$1,900/month x 24 months	\$45,600

5. Indirect Costs: \$112,878

VOALA has an approved indirect cost rate of 14.9%. This results in indirect costs of \$112,878.

TOTAL BUDGET: 870,446

Performance Measures – Supportive Services

VOALA has established the following performance measures for the Supportive Services Component:

- Provide Supportive Services to 160 participants over 2-year grant period
- 70% of households that are homeless will be placed into permanent housing, and

- 70% of all households (including those who are at-risk of homelessness and those who were homeless and placed into permanent housing) will retain housing for at least one year.
- 50% of households served will increase their income from program intake to exit.

Program Description – TBRA

Target Populations: The target populations for the supportive services component will be individuals who are homeless and those who are at-risk of homelessness according to HUD definitions.

Proposed Activities: In conjunction with the Supportive Services component, VOALA will provide tenant-based rental assistance for eligible households. Rental assistance will be limited to rental application fees, security deposits, first month's rent, rental arrears (up to 6 months), utility deposit, and up to 3 months of utility arrears. VOALA will determine amount of direct financial assistance to be provided based on a thorough assessment of the abilities and needs of the individual household, including current income sources and amounts, other expenses, barriers faced, etc.

As detailed in the Supportive Services section above, each household served through TBRA will undergo an initial intake and assessment of each household's housing barriers, needs, and preferences. The Case Manager will work with each family to develop an Individual Housing and Services Plan (IHSP) that details the steps to be taken and services to be accessed to support the family in securing permanent housing (for those who are homeless) and maintaining permanent housing (for those at immediate risk of homelessness, such as those who have received a three-day notice). The IHSP will include details on the rental and/or utility assistance needs of the household, and will be used to determine the amounts of TBRA to be provided to each household.

VOALA's established process for issuing financial assistance payments to third parties to assist enrolled families requires Case Managers to complete a Financial Assistance Request Packet for submission to VOALA's Accounting Department. This packet includes documentation that confirms the landlord's identity and verifies that the landlord is the owner of the property, verifies that the household to be served has a valid lease to rent the unit, and verifies that the unit meets HUD habitability and rent reasonableness standards. Documentation included in the Financial Assistance Request Packet includes a copy of the household's signed lease, a W-9, a grant deed/tax bill/assessors report documenting that the landlord to be paid is the owner of the property, and rent comparables. VOALA's accounting department will not issue rental assistance payments to landlords prior to having a fully completed Financial Assistance Request Packet. VOALA policies require that all direct financial assistance payments are issued directly to the landlord or other payee (never to the household). VOALA's accounting system has safeguards in place to ensure rent and utility payments for each unit are only issued once per month, and VOALA's Accounting Specialists maintain detailed records of rental and other financial assistance payments made through VOALA's Accounting software. Direct financial assistance for other fees (such as utility deposits, utility/rental arrears) follow similar requirements, with a

signed lease and documentation of arrears or utility deposit fees required prior to issuance of a check directly to the landlord/utility company. Payments are processed to ensure that landlords receive rent checks timely.

Work Plan and Timeline – TBRA

Activity	Dates
Finalize financial assistance policies in coordination with City of Compton	Month 1
Provide rental assistance payments to participants based on individual needs	Months 2 - 24

VOALA has extensive experience rapidly implementing new programs, including new rental assistance programs. VOALA currently operates both Rapid Re-Housing and Prevention programs in Los Angeles County, and through these programs we already have program policies and procedures, relationships with landlords, facilities, and leadership staffing in place.

We have an existing accounting team in place with experience processing rental assistance payments. This existing infrastructure will allow us to seamlessly add the TBRA component of the proposed program to our slate of programs immediately.

VOALA currently has a Program Manager (Leonard Fowler) who oversees our HOPWA Scattered Site Master Leasing and Short-Term Rental Assistance programs in SPA 6 who will oversee the proposed program. We will hire a Program Supervisor to oversee this program directly, as well as 2 FTE Case Managers and 1 FTE Housing Specialist to provide the Supportive Services component and determine the amount of TBRA to be provided. VOALA will begin recruitment for these new hires upon notification of grant award. We anticipate all new staff will be hired within 45 days of grant award, and fully trained and providing services within 60 days of grant award. All new staff will undergo a 2-week onboarding/training program.

Budget and Budget Narrative – TBRA

Budget costs for the TBRA component include:

1. Rental Assistance: \$640,000: Rental assistance is calculated at an average of \$4,000 per household x 160 households = \$640,000. This is calculated based on providing a security deposit and first month's rent for each household, with an average rent of \$2,000/month. The specific assistance provided to each household will vary based on needs, and may include moving costs, security deposit, utility deposit, utility arrears, and/or rental arrears. Based on the available funding, the program has been designed to provide short-term assistance to help households secure/sustain permanent housing, with VOALA working with the household to secure other funding for ongoing rental costs (such as other subsidy programs, employment income, public benefits income).
2. Application Fees: \$1,077.60: VOALA has included funding to support application fees for households seeking permanent housing.

Performance Measures – TBRA

VOALA has established the following performance measures for the TBRA Component:

- Provide rental assistance to 160 participants over 2-year grant period
- 70% of households that are homeless will be placed into permanent housing, and
- 70% of all households (including those who are at-risk of homelessness and those who were homeless and placed into permanent housing) will retain housing for at least one year.

Compliance

Please see the attached documents:

- HOPWA Policies and Procedures Manual, which includes policies on how VOALA processes rental assistance payments.
- VOALA Accounting Policies and Procedures, which include policies on financial management and internal controls

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
THE EMPOWERING R.E.A.C.H FOUNDATION**

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 **The Empowering R.E.A.C.H Foundation** (hereinafter referred to as “**CONSULTANT**”), located at 5055 Exposition Blvd, Los Angeles, CA 90016

RECITALS:

WHEREAS, the **CITY** has received funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and HOME-American Rescue (HOME-ARP) Programs; 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 program implementation services to ensure compliance with federal, state and local regulations; and

WHEREAS, CONSULTANT (The Empowering R.E.A.C.H Foundation) 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 XX,XXX adopted on XX of January 2026, 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. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing the following services: 1.) Supportive Services for the qualifying population of the City of Compton using HOME-ARP funds.

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.

Channon Watkins, **Founder & Executive Director**, 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 February 30, 2029, 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 **Eight Hundred Seventy Thousand Four Hundred Forty-Six Dollars and Twelve Cents (\$870,446.12)**.

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 Department** 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.

Channon Watkins, Founder

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 by 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 Without 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:

**The Empowering R.E.A.C.H Foundation
5055 Exposition Blvd
Los Angeles, CA 90016
Attn: Channon Watkins, President
(323) 717-0156
channon@ereachfoundation.org**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Turmel Woods, Grants Compliance Manager
(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.

**THE EMPOWERING R.E.A.C.H FOUNDATION
CONSULTANT**

Dated: _____

By _____
Channon Watkins, President

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Jerry Groomes, Acting City Manager

Approved as to form:

By _____
Legal Division

Dated: _____

ATTEST:

Dated: _____

By _____
Satra D. Zurita, City Clerk

JULY 21, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: JEROME GROOMES
INTERIM CITY MANAGER**

**MATTHEW E. COHEN / ALEXIS L. HALL
SPECIAL COUNSEL**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE THE
PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A
PURCHASE ORDER WITH MRS ENVIRONMENTAL, INC. FOR
PIPELINE FRANCHISE PROGRAM REVIEW (\$30,810)**

SUMMARY

This report provides an overview of the City's existing pipeline franchise regulatory framework prepared by City staff. The City's current regulations were last comprehensively updated several decades ago and do not reflect modern standards for oversight, franchise fees, cost recovery, and enforcement used by other California municipalities.

Staff recommends approval of a Professional Services Agreement with MRS Environmental, Inc. in an amount not to exceed \$30,810 to review the City's pipeline franchise program. The review will include an evaluation of existing franchise agreements, franchise administration practices, franchise fee methodologies, and pipeline facility information. MRS Environmental will prepare a report containing findings and recommendations for City Council consideration.

BACKGROUND

On June 26, 2026, the City Council directed staff and Special Counsel to review the City's pipeline franchise program and identify opportunities for modernization and improved administration.

Preliminary review indicates the City's pipeline franchise program has not been comprehensively evaluated in many years and that existing franchise agreements contain varying fee structures and operational requirements. Additional technical analysis is needed to verify franchise records, evaluate current practices, compare programs used by other jurisdictions, and identify potential improvements.

MRS Environmental has experience assisting California jurisdictions with pipeline franchise studies, fee evaluations, and ordinance development. Under the proposed agreement, MRS Environmental will:

- Review existing pipeline franchise provisions and agreements;
- Evaluate franchise administration practices and fee structures;
- Review franchise GIS and facility records;
- Compare programs used by other jurisdictions; and
- Prepare findings and recommendations for City Council consideration.

City's Current Pipeline Franchise Regulatory Framework

The City's pipeline franchise regulations are currently limited to the general franchise provisions contained in Article XV of the City Charter and Chapter 2-26 of the Municipal Code. Although these provisions establish the basic legal framework for granting franchises, including procedures for public review, approvals, and certain franchisee responsibilities, they have not been comprehensively updated in many years to reflect current industry standards, evolving public safety expectations, or modern franchise management practices. As a result, the City does not have standardized requirements governing insurance and risk management, compliance reporting, or franchise fees among its pipeline franchisees. Instead, existing franchise agreements contain varying operational requirements and fee structures that have developed over time without a consistent regulatory framework.

The lack of uniform standards is reflected in the City's existing franchise agreements, which employ significantly different fee methodologies. For example, one non-public utility franchisee pays a franchise fee equal to two percent (2%) of its gross annual receipts for use of the public right-of-way, while another pays \$0.352 per lineal foot of 6-inch pipeline. Other agreements calculate annual fees based on pipeline diameter, with rates ranging from \$0.229 per lineal foot for 4-inch pipeline to \$1.549 per lineal foot for 12-inch pipeline. In addition, at least one franchise agreement requires a flat annual payment of \$15,523.16, a rate that has remained unchanged for years. The City's experience with a pipeline franchise that expired years ago, but under which the pipeline has continued operating and franchise payments have continued under the expired agreement, further illustrates the practical and legal challenges of administering pipeline franchises under an outdated regulatory structure.

The absence of comprehensive and current regulatory standards limits the City's ability to administer pipeline franchises consistently, monitor franchisee compliance, recover the costs associated with franchise oversight, and ensure that franchise fees are structured to maximize the financial benefits available to the City under applicable law. Modernizing the Pipeline Franchise Ordinance would establish clear and consistent requirements for all franchisees, strengthen accountability and public safety protections, improve regulatory oversight, and provide a more transparent, equitable, and effective framework for managing pipeline infrastructure within the public right-of-way.

Pipeline Franchise Regulations in Other Cities

Many California cities have modernized their pipeline franchise regulations to reflect current industry standards, strengthen public safety protections, and improve franchise administration. Compared to the City's existing regulatory framework, these ordinances typically include standardized insurance, bonding, and indemnification requirements; enhanced reporting and compliance obligations; updated franchise fee structures and cost recovery provisions; stronger enforcement mechanisms; GIS mapping and facility location requirements; and clearer standards governing pipeline maintenance, abandonment, and operational safety.

These modernized regulations also provide greater consistency in franchise administration, improve the ability to monitor compliance and recover administrative and enforcement costs, and ensure that compensation for the use of public rights-of-way is fair, transparent, and aligned with current municipal best practices. Adopting similar provisions would provide the City with a more comprehensive and effective framework for managing pipeline franchises while protecting the public health, safety, and welfare.

Other Cities Franchise Fees between September 2023 to Present Day

Comparable California municipalities have modernized their pipeline franchise fee structures by adopting standardized methodologies that more accurately reflect the value of occupying the public right-of-way and the costs of franchise administration. For public utility pipeline operators, these municipalities commonly assess annual franchise fees based on pipeline diameter and linear footage, with rates ranging from approximately \$0.088 to \$0.660 per lineal foot, subject to annual Consumer Price Index (CPI) adjustments. Other jurisdictions assess public utility franchise fees based on a percentage of gross annual receipts, typically 2%, consistent with applicable law.

For non-public utility pipeline operators, many jurisdictions have adopted franchise fee structures that include initial franchise application or granting fees, annual occupancy fees, construction and relocation charges, and inflation-based adjustments. Current annual occupancy fees adopted by comparable jurisdictions generally range from approximately \$1.62 to \$4.47 per cubic foot or equivalent linear-foot methodology, depending on the jurisdiction's fee structure. These ordinances also commonly include provisions authorizing recovery of the City's administrative, engineering, inspection, and enforcement costs.

Compared to these modern approaches, the City's existing pipeline franchise fee structure has not been comprehensively reviewed or updated in many years and may no longer reflect current market conditions or the value of the private use of public rights-of-way. Updating the City's franchise fee provisions would establish a more transparent, consistent, and equitable framework while ensuring the City receives appropriate compensation and has adequate resources to administer, monitor, and enforce pipeline franchise agreements.

STATEMENT OF ISSUE

The City Council must determine whether to approve the proposed Professional Services Agreement with MRS Environmental, Inc. to conduct a comprehensive review of the City's pipeline franchise program.

FISCAL IMPACT

Funds in the amount of \$30,810 are available in the Public Works Engineering Department FY 2026–2027 Budget, Account No. 1001-710-000-4262, and are sufficient to cover the cost of the proposed agreement.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Professional Services Agreement with MRS Environmental, Inc. in an amount not to exceed \$30,810.
2. Authorize the City Manager to execute the Professional Services Agreement and any related documents necessary to implement the agreement.
3. Establish a purchase order in the amount of \$30,810 for professional services associated with the study.
4. Direct staff to return to the City Council with the consultant's findings and recommendations upon completion of the study.

JACK H. GONG, P.E., SE, PMP
CITY ENGINEER

APPROVED FOR FORWARDING:

JERRY GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROFESSIONAL
SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER WITH MRS
ENVIRONMENTAL, INC. FOR PIPELINE FRANCHISE PROGRAM REVIEW
(\$30,810)**

WHEREAS, the City maintains pipeline franchise agreements governing the use of public rights-of-way by pipeline operators; and

WHEREAS, the City Council desires to ensure that the City's pipeline franchise program reflects current legal requirements, industry best practices, and effective franchise administration standards while protecting the public health, safety, and welfare; and

WHEREAS, the City has determined that a comprehensive review of its existing pipeline franchise agreements, regulatory framework, and franchise fee structure is necessary to evaluate the City's existing pipeline franchise program and identify potential recommendations for City Council consideration; and

WHEREAS, MRS Environmental, Inc. possesses the specialized technical knowledge, professional expertise, and experience necessary to perform these services; and

WHEREAS, Section 4-11.7(d) of the City's Municipal Code exempts contracts for professional services from the City's competitive bidding requirements, provided that the selection is based upon demonstrated competence and professional qualifications necessary for the satisfactory performance of the required services at a fair and reasonable price; and

WHEREAS, the City Council finds that MRS Environmental, Inc. has demonstrated the professional qualifications, competence, and specialized expertise necessary to perform the required services and that the compensation set forth in the Professional Services Agreement is fair and reasonable; and

WHEREAS, approval of the Professional Services Agreement is not a project pursuant to Section 15378 of the State CEQA Guidelines because it constitutes an administrative activity that will not result in a direct or indirect physical change in the environment.

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

SECTION 1. The City Council finds the above recitals are true and correct and are incorporated herein.

SECTION 2. The City Council hereby approves the Professional Services Agreement with MRS Environmental, Inc. in an amount not to exceed Thirty Thousand Eight Hundred Ten Dollars (\$30,810.00) for review of the City's pipeline franchise program and related franchise agreements, policies, and practices.

SECTION 3. The City Council hereby authorizes the City Manager to execute the Professional Services Agreement, in substantially the form presented to the City Council, together with such non-substantive modifications as may be approved by the City Attorney, and to take all actions necessary to implement and administer the Agreement.

SECTION 4. The City Council hereby authorizes the City Manager to establish a purchase order in the amount of Thirty Thousand Eight Hundred Ten Dollars (\$30,810.00) for services provided pursuant to the Professional Services Agreement.

SECTION 5. Sufficient funds in the amount of \$30,810.00 are available in the Public Works Engineering Department's FY 2026–2027 Budget, Account No. 1001-710-000-4262.

SECTION 6. A copy of this Resolution shall be maintained on file in the offices of the City Manager, City Controller, City Clerk, Law Division, and Public Works Engineering Department.

SECTION 7. The Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 21st day of July, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 21st day of July, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF COMPTON AND
MRS ENVIRONMENTAL**

THIS AGREEMENT FOR CONTRACT SERVICES (herein “Agreement”) is made and entered into this _____ day of _____, 2026 by and between the CITY OF COMPTON, a California municipal corporation (“City”) and MRS ENVIRONMENTAL, INC., a California corporation (“Consultant”). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of Thirty Thousand Eight Hundred Ten Dollars and Zero Cents (\$30,810.00) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel,

materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council, unless otherwise provided in the City's purchasing ordinance. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the

extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Luis F. Perez, Vice-President, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. Jerry Groomes, Interim City Manager, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per

occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least \$1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than \$1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than \$1,000,000 per claim and no less than \$1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City and its officers, employees, and agents, and each of them ("Indemnified Parties"), from and against any and all actions, claims, proceedings, damages to persons or property, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, whether actual or threatened (herein "claims or liabilities"), that may be asserted or claimed by any person, firm or entity arising out of or in connection with: (i) the negligent performance of the work, services, operations or activities provided herein of Consultant, its officers, directors, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"); (ii) Consultant's or indemnitors' reckless or willful misconduct; (iii) Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; or (iv) Consultant's or indemnitors' violation or alleged violation of applicable law. However, the obligations set forth in the preceding sentence shall not extend to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, if and to the extent this Agreement provides for the performance of any "design professional" services within the meaning of California Civil Code Section 2782.8, any design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The obligations set forth in this section shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a

period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered “voluntary” provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney’s fees, caused by or incurred as a result of Consultant’s conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City 30 days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated

termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed by City therefor.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Compton, 205 South Willowbrook Avenue Compton, California 90220 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are

hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF COMPTON, a municipal corporation

Jerry Groomes, Interim City Manager

ATTEST:

Satra Zurita, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP, SPECIAL COUNSEL

Sunny K. Soltani, Special Counsel
[alh]

CONSULTANT:

MRS ENVIRONMENTAL, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Address: 1306 Santa Barbara Street
Santa Barbara, CA 93101

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 202__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

TITLE OR TYPE OF DOCUMENT

☐

PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 202__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐

INDIVIDUAL

☐

CORPORATE OFFICER

TITLE(S)

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PARTNER(S)

☐

LIMITED

☐

GENERAL

NUMBER OF PAGES

☐

ATTORNEY-IN-FACT

☐

TRUSTEE(S)

☐

GUARDIAN/CONSERVATOR

☐

OTHER _____

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT “A”

SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Consultant will assist the City in reviewing the existing pipeline franchises, some of which are under current review for renewal. Consultant will also assist the City in auditing the documentation provided by the pipeline franchisees within the City to help determine the accuracy of the information consistent with the existing franchise agreements. In addition, Consultant will review the City Charter, Article XV Public Utilities. Franchises, and provide recommendations for amendments as appropriate. Specific tasks are detailed below:

1. Consultant will review existing Pipeline Franchise Ordinance (City Charter, Article XV Public Utilities. Franchises.)
2. Consultant will review existing and proposed pipeline franchises issued by the City and provide recommendations as appropriate.
3. Consultant will review practices in other jurisdiction regarding pipeline franchises, including franchise fees, reporting requirements, inspections, insurance, bonding, abandonment practices, and any other pertinent information related to pipeline franchises that could be used by the City.
4. Consultant will review GIS data provided by the City to ascertain the accuracy of records provided by the various franchisees.
5. Consultant will prepare a summary report and provide recommendations as appropriate.
6. Consultant will review and incorporate City comments on the Draft Report as appropriate.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Summary report regarding Services in Section I above.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

A. As requested by the City’s Contract Officer.

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**
- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A. Greg Chittick, Engineer**
 - B. Nicole Trezza, Planner**
 - C. Luis Perez, Project Manager**

EXHIBIT “B”

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

(new text shown in ***bold italics***, deleted text in ~~strike through~~)

None.

EXHIBIT “C”

SCHEDULE OF COMPENSATION

- I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:**

Key Staff	Rate (\$/hr)		
		Hours	Cost
<u>Direct Labor</u>			
Greg Chittick, Engineer	\$260.00	20	\$ 5,200.00
Nicole Trezza, Planner	\$190.00	24	\$ 4,560.00
Luis Perez, Project Manager	\$260.00	80	\$ 20,800.00
Expenses			\$ 250.00
Total Direct Labor		124	\$ 30,810.00

- II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.**
- III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:**
- A.** Line items for all the work performed, the number of hours worked, and the hourly rate.
 - B.** Line items for all materials and equipment properly charged to the Services.
 - C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.
 - D.** Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.
- IV. The total compensation for the Services shall not exceed \$30,810.00, as provided in Section 2.1 of this Agreement.**

EXHIBIT “D”

SCHEDULE OF PERFORMANCE

- I. Consultant shall perform all Services timely within one (1) year of the date of the Agreement.**
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**



MRS Environmental Inc.

July 9, 2026

Sunny Soltani, Managing Partner
Aleshire & Wynder
1 Park Plaza, Suite 1000
Irvine, CA 92614

Re: **Scope and Costing to Assist A&W and the City of Compton in an Audit of Pipeline Franchises**

Dear Sunny,

MRS Environmental, Inc. is pleased to provide Aleshire & Wynder (A&W) with technical assistance to review the City of Compton's existing Oil Pipeline Franchise Ordinances, audit the existing records of total pipeline lengths within the City, and provide recommendations for potential revisions to the pipeline franchise ordinance as needed. MRS Environmental, Inc. staff has an extensive history of working with local and regional agencies assisting them on policy, financial and environmental issues for oil projects. A specific scope of work, costing and previous experience related to this effort are provided below.

1.0 Scope of Work

As part of this assignment, MRS will assist the City in reviewing the existing pipeline franchises, some of which are under current review for renewal. MRS will also assist the City in auditing the documentation provided by the pipeline franchisees within the City to help determine the accuracy of the information consistent with the existing franchise agreements. In addition, MRS will review the City Charter, Article XV Public Utilities. Franchises, and provide recommendations for amendments as appropriate. Specific tasks are detailed below:

- MRs will review existing Pipeline Franchise Ordinance (City Charter, Article XV Public Utilities. Franchises.)
- MRS will review existing and proposed pipeline franchises issued by the City and provide recommendations as appropriate.
- Review practices in other jurisdiction regarding pipeline franchises, including franchise fees, reporting requirements, inspections, insurance, bonding, abandonment practices, and any other pertinent information related to pipeline franchises that could be used by the City of Compton.
- MRS will review GIS data provided by the City to ascertain the accuracy of records provided by the various franchisees.
- MRS will prepare a summary report and provide recommendations as appropriate.

2.0 Costing

MRS Environmental, Inc. proposes to perform the work outlined above for the A&W and the City of Compton on a time and materials basis with a not to exceed price of \$30,810.00. This includes both professional services and expenses up to the completion of the audit review. Invoices would be submitted monthly covering the billings from the previous month. MRS Environmental, Inc. invoices are payable within 30 days. Proposed staff estimated to complete these efforts are provided below for reference. Staff assignments may change based on level of effort needed and ongoing findings.

Cost Proposal

Key Staff	Rate (\$/hr)		
		Hours	Cost
Direct Labor			
Greg Chittick, Engineer	\$260.00	20	\$ 5,200.00
Nicole Trezza, Planner	\$190.00	24	\$ 4,560.00
Luis Perez, Project Manager	\$260.00	80	\$ 20,800.00
Expenses			\$ 250.00
Total Direct Labor		124	\$ 30,810.00

3.0 Experience in Similar Planning Efforts

MRS has recently assisted local planning agencies with similar projects, some of these projects are listed below.

City of Carson Oil Code Development

- Client: The City of Carson.
MRS assisted the City of Carson with the development of a new zoning ordinance for oil and gas projects.
The new zoning code was adopted in December 2015.

Baldwin Hills Community Standards District (CSD)

- Client: The County of Los Angeles
MRS assisted the Department of Regional Planning in the development and adoption of the Community Standards District (CSD) code for the Inglewood Oil Field.
The CSD was adopted October 28, 2008.

City of Carson Oil Tax Analysis

- Client: City of Carson.
MRS staff assisted the City of Carson in the creation of a new gross receipts tax for refineries. In this effort, MRS conducted a market analysis of taxes for refineries in various cities throughout the State where refineries exist. In addition, MRS conducted in depth studies of taxes for refineries in Washington State as a way of comparing taxes in California. MRS provided a series of options for the City of Carson to consider in order to adopt a tax with high probability of acceptance at the ballot box, and high potential for additional income to the City.
Work effort completed in 2016 and 2017.

City of Los Angeles Pipeline Franchise Fee Study

- Client: City of Los Angeles
MRS evaluated and prepared a report to provide technical service, research, and analysis of the City's pipeline franchise fee structure. The requirements included addressing what pipeline franchise fees the City should set for the use of the public right-of way; and help the City in determining whether they should charge a Pipeline Franchise Application Fee, a Pipeline Abandonment Fee, a Change of Ownership Fee, a Name Change Fee, and any other fee typically charged in pipeline franchise agreements by other jurisdictions.



July 9, 2026

Sunny Soltany
A&W

Page 3 of 3

Work effort was completed in 2019.

County of Los Angeles Fee Study

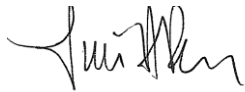
- Client: County of Los Angeles Department of Public Works
MRS was asked by the County to complete a comprehensive Fee Study that details all fees collected by the County related to the oil and gas industry. MRS reviewed fees directly related to the oil and gas industry which included franchise fees to have pipelines in the public right of way and lease agreements and payments to have pipelines and/or other oil and gas facilities on public property. The Report also discussed bonds or securities that maybe required for liability and environmental cleanup that may be unique to the oil and gas industry.
Work effort completed in 2020.

City of Carson Pipeline Franchise Ordinance

- Client: The City of Carson.
MRS assisted the City of Carson with the development of a new Pipeline Franchise Ordinance for private pipelines within the City of Carson. The new code included franchise fees, reporting requirements, inspections, insurance, bonding, and abandonment requirements. The new Pipeline Franchise Ordinance was adopted in February 2026.

MRS Environmental, Inc. looks forward to assisting A&W and the City on this project. If you have any questions, please do not hesitate to call me at 805.289.3930 (office) or 805.896.7875 (cell).

Best Regards,



Luis F. Perez
Vice-President



July 21, 2026

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2026-2027 FISCAL YEAR BUDGET, ENTER INTO AN AGREEMENT, AND ESTABLISH A PURCHASE ORDER TO JOHNSON CONTROL, INC. FOR THE REPLACEMENT OF THE BAC COOLING TOWER LOCATED AT COMPTON CITY HALL IN THE AMOUNT OF (\$524,177.50)

SUMMARY

Adoption of this resolution will authorize the City Manager to amend the General Services Departmental Budget for 2026-2027, enter into an agreement and establish a purchase order for Johnson Controls, Inc. for the replacement of the Baltimore Aircoil Company (BAC) cooling tower located at Compton City Hall in an amount of **FOUR HUNDRED SEVENTY-SIX THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$476,525.00)** and authorize a ten percent (10%) contingency in the amount of **FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND FIFTY CENTS (\$47,652.50)**.

BACKGROUND

The cooling tower is a critical component of the City's HVAC infrastructure, responsible for dissipating heat generated by the chiller system. The existing cooling tower has experienced significant deterioration due to age, corrosion, and ongoing mechanical issues, resulting in reduced efficiency and increasing maintenance costs.

On April 28, 2026, the Mayor and City Council approved Resolution No. 26,396 to repair Chiller 1 and Chiller 2. During the repair work, Johnson Controls technicians conducted inspections and identified structural and operational deficiencies with the cooling tower. Failure of the cooling tower would negatively impact the recent repairs completed on both chillers. In addition, climate control at City Hall would be compromised, leading to elevated indoor temperatures.

STATEMENT OF THE ISSUE

Johnson Controls, Inc., the City's existing HVAC maintenance provider, assessed the cooling tower on July 9, 2026, and subsequently provided a proposal on July 13, 2026. Replacing the cooling tower will restore reliable HVAC operations, maintain appropriate indoor temperatures, and reduce long-term maintenance issues.

**Staff Report – Resolution Authorizing
Johnson Control Purchase Order
July 21, 2026, Page 2 of 2**

After evaluating the equipment's condition, staff determined that immediate replacement is necessary to prevent further deterioration and disruption to City Hall operations.

Staff obtained a proposal in the amount of **FOUR HUNDRED SEVENTY-SIX THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$476,525.00)** to complete the necessary repairs and replacement of the cooling tower. In addition, staff is requesting ten percent (10%) contingency in the amount of **FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND FIFTY CENTS (\$47,652.50)** to effectively manage the project and address any unforeseen conditions that may arise during construction.

The total cost of the repair exceeds the established purchasing authority; therefore, City Council approval is required to proceed. Furthermore, Johnson Controls is a sole-source vendor, as they manufacture the HVAC control system that serves the City Hall facility.

FISCAL IMPACT

That funds for this expenditure in the amount of **FIVE HUNDRED TWENTY-FOUR THOUSAND, ONE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$524,177.50)** are available in the General Services Department Fiscal Year 2026-2027 Budget in account number 1004-600-000-4266.

RECOMMENDATION

Staff requests that the Mayor and City Council adopt the attached resolution.

**JANELLE BYDON
GENERAL SERVICES DIRECTOR**

APPROVED FOR FORWARDING:

**JEROME GROMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, AND ESTABLISH A PURCHASE ORDER TO JOHNSON CONTROL, INC. FOR THE REPLACEMENT OF THE BAC COOLING TOWER LOCATED AT COMPTON CITY HALL IN THE AMOUNT OF (\$524,177.50)

WHEREAS, the City of Compton's ("City") HVAC system is essential to maintaining proper climate control within City Hall; and

WHEREAS, on April 28, 2026, the Mayor and City Council approved Resolution No. 26,396 to repair Chiller 1 and Chiller 2; during the repair work, Johnson Controls technicians conducted inspections and identified structural and operational deficiencies with the Baltimore Aircoil Company ("BAC") cooling tower; and

WHEREAS, Johnson Controls, Inc., the City's existing HVAC maintenance provider, assessed the cooling tower on July 9, 2026, and subsequently provided a proposal on July 13, 2026; and

WHEREAS, staff obtained a proposal in the amount of **FOUR HUNDRED SEVENTY-SIX THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$476,525.00)** to complete the necessary repairs and replacement of the cooling tower; and

WHEREAS, staff also requests a ten percent (10%) contingency in the amount of **FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND FIFTY CENTS (\$47,652.50)** to effectively manage the project and address any unforeseen conditions that may arise during construction; and

WHEREAS, the total cost of the repair exceeds the established purchasing authority; therefore, City Council approval is required to proceed; and

WHEREAS, Johnson Controls is a sole-source vendor, as they manufacture the HVAC control system that serves our City Hall facility; and

WHEREAS, funding for this expenditure in the amount of **FIVE HUNDRED TWENTY-FOUR THOUSAND, ONE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$524,177.50)** are available in the General Services Department Fiscal Year 2026-2027 Budget in account number 1004-600-000-4266.

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

SECTION 1. That the City Manager is authorized to enter into an agreement with Johnson Control, Inc., to replace the BAC cooling tower located at Compton City Hall.

SECTION 2. That the City Manager is authorized to establish a purchase order to Johnson Controls, Inc., to replace the BAC cooling tower in an amount not to exceed **FOUR HUNDRED SEVENTY-SIX THOUSAND, FIVE HUNDRED TWENTY-FIVE DOLLARS AND ZERO CENTS (\$476,525.00)**.

SECTION 3. That the City Manager is authorized to establish a purchase order to Johnson Controls, Inc., for a ten percent (10%) contingency in the amount of **FORTY-SEVEN THOUSAND SIX HUNDRED FIFTY-TWO DOLLARS AND FIFTY CENTS (\$47,652.50)** to effectively manage the project and address any unforeseen conditions that may arise during construction.

SECTION 4. Funds in the amount not to exceed **FIVE HUNDRED TWENTY-FOUR THOUSAND, ONE HUNDRED SEVENTY-SEVEN DOLLARS AND FIFTY CENTS (\$524,177.50)** are available in the General Services Department Fiscal Year 2026-2027 Budget in account number 1004-600-000-4266.

SECTION 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Legal Division, and General Services Department.

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

ADOPTED this 21st day of JULY, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 21st day of JULY, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

ATTENTION: Janelle Biden

MECH ENGINEER: Charles Thompson

PROJECT NAME: City of Compton

BID DOCS: Job walk

FACILITY NAME: City Hall

PLANS DATED:

LOCATION: 205 S. Willowbrook

ADDENDUM:

JCI HVAC BILL OF MATERIALS

ITEM	QTY	TAG	SYSTEM DESCRIPTIONS
1	1	BAC CT	Replacement of BAC Cooling Tower- (installed in 2006)
2		Add Option	Add Option- rebuilding pump, permits etc..
3		Add Option	Replacing Water Basin Filtration System and adding Sweeper Piping

Replacement of BAC Cooling Tower- (6 Week lead time on equipment)

Scope of Work:

- 1) Provide permits, plans, drawings, mechanical engineering & structural verification for replacing the existing BAC cooling tower.
Note: Structural evaluation is included in this proposal. If deemed necessary by the structural engineer that structural upgrades are required, a change order proposal will be provided to you as an additional cost for the required upgrades.
- 2) Provide additional structural engineering for design & installation of new concrete equipment pad.
- 3) Provide lock-out/tag-out of the condenser water pump, cooling tower fan motor & filtration system.
- 4) Isolate make-up water piping to the existing BAC cooling tower & drain down the cooling tower/condenser water piping system.
- 5) Disconnect electrical wiring, control wiring, make-up water piping, drain piping, filtration piping, discharge sheet metal ducting & anchorage from the existing BAC cooling tower. **Upon initial inspection, all current electrical, wiring and components will be utilized and will meet the demands of the new tower.**
- 6) Provide rigging (via crane) to remove & properly dispose of the existing BAC cooling tower, sheet metal discharge duct, & support I-beams.
- 7) Disconnect condenser water piping from the existing condenser water pump.
- 8) Provide rigging to remove the springs from under the condenser water pump inertia pad & set/anchor directly to the concrete floor.
- 9) Provide labor & materials to build a new concrete equipment pad in same location where the BAC cooling tower was removed from.
Note: Installation of new concrete pad is required to accommodate the height of the new cooling tower & provide level surface to install cooling tower on.
- 10) Provide & install one (1) new BAC cooling tower of same capacity & design, mounted directly on the new concrete equipment pad.
- 11) Provide anchorage of the new cooling tower as specified by the structural engineer.

- 12) Provide & install new discharge sheet metal ducting between the new cooling tower & opening on exterior of building.
- 13) Reconnect the existing condenser water piping to the new cooling tower & relocated condenser water pump.
- 14) Provide & install new thermometers, gauges & test ports.
- 15) Reconnect the make-up water piping & filtration piping to the new cooling tower.
- 16) Provide & install new drain piping from the new cooling tower to the existing drainage point in the equipment area.
- 17) Provide filling & pressure testing of the new piping installed.
- 18) Reconnect the existing electrical wiring to the new cooling tower fan motor.
- 19) Provide & install control wiring to the electronic water level controller package, from the existing electrical at cooling tower.
- 20) Perform start-up of the new cooling tower fan motor, existing cooling tower fan motor Vfd, & the existing condenser water pump. If equipment is not functioning, a change order to replace equipment will be required.
- 21) Test operation of the existing cooling tower filtration system.
- 22) Provide separate proposals to correct any deficiencies found.
- 23) All work will be performed during normal business hours.
- 24) We anticipate the work will be completed within one month upon receipt of the new unit.

Exclusions: Overtime, structural upgrades, temporary cooling, condition of the two (2) existing chillers, condition of the existing condenser water pump, condition of the existing cooling tower fan motor Vfd, condition of the existing water basin filtration system, Title-24/code upgrades of rest of building, acceptance testing by a third party, 3rd party commissioning & balancing.

Notes on Exclusions: New Equipment will be fully commissioned, balanced to chillers, and matching code Title 24 code structure upon completion of installation.

Add Option:

Additional Work During Cooling Tower Replacement

Scope of Work:

- 1) Provide draining, flushing & cleaning of the condenser water pump strainer.
- 2) Disconnect condenser water piping from the existing condenser water pump, & provide rigging required to deliver to a rebuilding shop.
- 3) Provide rigging to reinstall condenser water pump on the existing equipment pad.
- 4) Align the condenser water pump to the drive motor.
- 5) Remove & replace the condenser water check valve.
- 6) Reconnect the existing condenser water piping to the condenser water pump.
- 7) Provide & install new automatic condenser isolation control valve.
- 8) Provide & install electrical/control wiring for isolation control valve to be operated from the existing condenser water pump Vfd.
- 9) Provide filling, pressure testing & verify proper operation of the rebuilt condenser water pump.
- 10) The additional costs associated with street use permits, and traffic control required for rigging cooling tower to & from the equipment from S. Willowbrook Ave. are included in our proposal.
- 11) All work will be done during normal business hours.

Exclusions: Overtime, condition of the existing condenser water pump motor, condition of the existing condenser water pump motor Vfd, & connection of isolation control valve to building DDC control system.

Add Option:

Replacing Water Basin Filtration System & Adding Sweeper Piping to Cooling Tower.

Scope of Work:

- Disconnect electrical wiring, water piping & drain piping from the existing water basin filtration system.
- Remove & properly dispose of the filtration system.
- Provide & install water basin filtration system.
- Reconnect the electrical wiring & control wiring to the new filtration piping.
- Reconnect the existing make-up water piping to the new filtration system.
- Provide & install new filtration piping to cooling tower sweeper piping connections.
- Provide & install new drain piping to the existing floor sink in the equipment room.
- Perform start-up of the new filtration system.
- All work will be done during normal business hours, during the replacement of the cooling tower.
- Exclusions: Overtime, & connection to building DDC control system (unnecessary) .

PRICING:

All pricing is FOB Factory with full freight allowed to jobsite, not including any fees or storage. Price is valid for 30 days from quotation. Net 30 Payment terms must be referenced on purchase order. Pricing is based on proposed Schedule of Values.

Equipment Pricing:

ITEM 1 – BAC Cooling Tower – (QTY. 1) -----	\$350,593
ITEM 2 – Add Optional work (Pump) – -----	\$49,327
ITEM 3 – Add Optional work (Water Basin) – -----	\$43,805
ITEM 4 – Rental for two months of a temporary Cooling Tower – (QTY. 1) -----	\$32,800
TOTAL FOR PROJECT APPROVAL– -----	\$476,525

We appreciate the opportunity, and please do not hesitate to contact me directly with any questions regarding this scope of work.

Best Regards,

David Wagoner

Strategic Account Manager

Proposed Schedule of Values

Approved Submittals and Release for Fabrication – 25% Payment

Shipment From Factory – 75% Payment

Note: Milestone payments are subject to the JCI cancellation clause that is part of the Terms and Conditions included in this proposal.

Important: This proposal incorporates by reference the Terms and Conditions attached.

This proposal is hereby accepted, and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI,

Purchaser – City of Compton

Johnson Controls, Inc.

Signature

Name:

Title:

Date:

Dave Wagoner

Signature

Name:

David Wagoner

Title:

Account Manager

Date:

July 13, 2026

CUSTOMER ACCEPTANCE

In accepting this Agreement, Buyer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Buyer may issue. Any changes requested by Buyer after the execution of this Agreement shall be paid for by the Buyer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, including a deposit invoice for 25% prior to approved submittal and equipment release to the factory. **Johnson Controls will not commence work until receipt of the deposit.** All invoices are to be paid via ACH/EFT bank transfer. Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

Standard Equipment Terms and Conditions – U.S.A./Canada

References to “products”, “equipment” or “services” herein shall mean those to be furnished by Seller as identified on the applicable Seller Quotation. “Seller” shall mean Johnson Controls, Inc. for sales in the U.S.A. and Johnson Controls Canada LP for sales in Canada.

(1) AGREEMENT AND LIMITATIONS. Buyer accepts these Standard Terms and Conditions by signing and returning Seller’s Quotation, by sending a purchase order in response to the Quotation, or Buyer’s instructions to Seller to begin work, including shipment of product or performance of services. Upon Buyer’s acceptance, Seller’s Quotation and the related terms and conditions referred to in the Quotation shall constitute the entire agreement relating to the products, equipment and services covered by the Quotation (the “Agreement”). No terms, conditions or warranties other than those identified in the Quotation and no agreement or understanding, oral or written, in any way purporting to modify such terms and conditions whether contained in Buyer’s purchase order or shipping release forms, or elsewhere, shall be binding on Seller unless hereafter made in writing and signed by Seller’s authorized representative. Buyer is hereby notified of Seller’s express rejection of any terms inconsistent with these Standard Terms and Conditions or to any other terms proposed by Buyer in accepting Seller’s Quotation. Neither Seller’s subsequent lack of objection to any such terms, nor the delivery of the products or services, shall constitute an agreement by Seller to any such terms.

(2) TERMINATION OR MODIFICATION. If either party materially breaches this agreement, the other party may notify the breaching party in writing, setting out the breach, and the breaching party will have 60 days following such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may by written notice terminate the Agreement. These Standard Terms and Conditions may be modified or rescinded only by a writing signed by authorized representatives of both Seller and Buyer. Accepted orders may be cancelled or modified by Buyer only with Seller’s express written consent. If cancellation or modification is allowed, Buyer agrees to pay to Seller all expenses incurred and damage sustained by Seller on account of such cancellation or modification, plus a reasonable profit. At a minimum, Buyer agrees to pay the following cancellation charges if Seller consents to cancellation in writing: For stock units, Buyer will owe a restocking fee of ten percent (10%) of total sale price for such units. For custom units, prior to release to fabrication, a booking charge of five percent (5%) of total sale price for such units will be assessed. For custom units after release for fabrication, cancellation charges shall be calculated according to the following formula: Cancellation charge = $(X + 0.1) \times$ custom equipment sell price / Y. X = number of weeks from date of release for fabrication to the date of Buyer notice of cancellation. Y = number of weeks for delivery as offered at the time of the contract. Cancellation charges shall not exceed one hundred percent (100%) of the total equipment sell price. If Seller’s performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Seller or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Seller may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Buyer. Seller may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Buyer if Seller’s performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

(3) PRICE, DEPOSIT, SHIPMENT, PAYMENT AND INVOICING.

Prices in any quotation or proposal from Seller are subject to change upon notice sent to Buyer at any time before the quotation or proposal has been accepted. Seller may increase prices upon notice to the Buyer to reflect increases in material and labor costs. Prices for products covered by this Agreement may be adjusted by Seller, upon notice to Buyer at any time prior to release for fabrication of customer units or shipment of stock units and regardless of Buyer’s acceptance of the Seller’s proposal or quotation, to reflect any increase in Seller’s cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements. Price and delivery is F.O.B. point of manufacture, unless otherwise provided. Buyer agrees to pay a percentage deposit of the sell price (pre-tax) as set forth in Seller’s Quotation upon approved submittal and prior to Seller release to factory. Seller will generate an invoice for the required deposit amount after Seller’s receipt of a written agreement or order from Buyer, in advance of release to factory. Seller will not start manufacture until receipt of the deposit. Unless otherwise agreed to in writing by Seller, all payments are due net thirty (30) days from the date of invoice. Invoices shall be paid by Buyer via electronic delivery via EFT/ACH. If Seller consents to payment by credit card in lieu of EFT/ACH, Seller may charge additional fees. Seller may, at its sole option, have the right to make any delivery under this Agreement payable on a cash or payment guarantee before-shipment basis. In the case of export sales, unless otherwise agreed to in writing by Seller, all payments are to be made by means of a confirmed irrevocable letter of credit. Invoicing disputes must be identified in writing within 21 days of the date of invoice. Seller shall invoice Buyer for progress payments to 100% percent based upon equipment delivered or stored, and services performed. Payments of any disputed amounts are due and payable upon resolution. All undisputed amounts remain due net thirty (30) days from the date of invoice. This Agreement is entered into with the understanding that the services to be provided by Seller are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Seller, Seller reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Buyer agrees to pay for the applicable prevailing wage rates. Buyer shall provide financial information requested by Seller to verify Buyer’s ability to pay for goods or services. If Buyer fails to provide financial information or if Seller, in its sole discretion determines that reasonable grounds exist to question Buyer’s ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Buyer’s credit score), Seller may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Seller may have against Buyer. Seller shall provide Buyer with advance written notice of changes to payment terms. In the event of Buyer’s default, the balance of any outstanding amounts will be immediately due and payable. Buyer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that Buyer’s failure to make payment in full when due is a material breach of this Agreement. Buyer further acknowledges that if there is any amount outstanding on an invoice, it is material to Seller and will give Seller, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Seller’s obligations under or terminate this Agreement; and (ii) charge Buyer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. Seller’s election to continue providing future services does not, in any way diminish Seller’s right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Seller shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the Seller otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Buyer disputes any late payment notice or Seller’s efforts to collect payment. Buyer shall immediately notify Seller in writing and explain the basis of the dispute. Shipments to Buyer with outstanding invoices unpaid after thirty (30) days will be suspended until all overdue invoices are paid or be made on a cash-in-advance basis only, in Seller’s sole discretion.

(4) TAXES. All stated prices are exclusive of and Buyer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits, and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. At any time prior to shipment, Seller shall be entitled to an increase in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, duties or similar charges due to such changes.

(5) DELIVERY. The delivery date(s) provided by Seller for the product and equipment is only an estimate and is based upon prompt receipt of all necessary information from Buyer. The delivery date(s) is subject to and shall be extended by delays caused by acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller, whether foreseeable or unforeseeable. FAILURE TO DELIVER WITHIN THE TIME ESTIMATED SHALL NOT BE A MATERIAL BREACH OF CONTRACT ON SELLER’S PART. If Buyer causes Seller to delay shipment or completion of

the product or equipment, Seller shall be entitled to any and all extra cost and expenses resulting from such delay. At time of delivery, Buyer shall provide and be responsible for all rigging costs to remove or place the equipment, and Buyer shall ensure the delivery site has an appropriate rigging yard or laydown area. Buyer will accept partial shipments/deliveries.

(6) LIMITED WARRANTY. Seller warrants that the product and equipment furnished by Seller under the Agreement will be free from defects in material and workmanship and that the services provided by Seller will be provided in a good and workmanlike manner for a period of twelve (12) months from initial product startup, or eighteen (18) months from product shipment, whichever occurs first (the "Warranty Period") unless such Warranty Period is modified by Seller's proposal or the supplied Certificate of Limited Warranty. Alongside this limited warranty, for all new York™ air or water-cooled chillers and/or Metasys™ building automation systems sold and Seller installed in the US and Canada, Seller also provides a Year One Service Agreement for such equipment, the scope, limitations, terms and conditions of which are at <https://www.johnsoncontrols.com/yearoneservice> (collectively, "Year One Service"). Seller will not provide a credit against purchase price if offered Year One Service is declined. No warranty is provided for third-party products and equipment installed or furnished by Seller. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and Seller will transfer the benefits together with all limitations of that manufacturer's warranty to Buyer. This limited warranty does not cover failures caused in whole or in part by (i) equipment subjected to misuse, neglect, accident or improper installation or maintenance performed by anyone other than Seller; (ii) equipment damaged by acts of God (e.g., fire, flood, freeze, earthquake or lightning); (iii) improper storage or protection of equipment from date of shipment until start-up, or other causes beyond the control of Seller; (iv) normal wear and tear or corrosion; (v) improper use, application or operation beyond rated capacity; (vi) use of replacement parts, refrigerants, oil, additives, or antifreeze agents other than those authorized by Seller's factory; or (vii) any equipment manufactured or customized according to Buyer's specifications and not authorized in writing by Seller. To qualify for warranty consideration, Buyer must notify Seller in writing of its warranty claim prior to expiration of the Warranty Period to obtain for instructions on warranty procedures and provide Seller with reasonable site access to inspect the equipment and/or perform any necessary warranty work within 72-hours of any access request by Seller. Seller's sole obligation for breach of this warranty, at Seller's option, shall be to repair or to replace defective parts or to properly redo defective services, to provide equivalent replacement equipment instead of repair parts, or to offer a replacement price allowance to be applied toward the purchase of new or refurbished equipment offered by Seller. This limited warranty does not cover costs of consumable parts and components (e.g., oil, coolant, refrigerant, batteries, gaskets, O-rings, sacrificial anodes, filters, belts and kits), or additional costs for access, deinstallation, re-installation (e.g., cranes, rigging, roof or wall removal) and transportation of the equipment. Further details on covered costs, claims processing and actions that may void this warranty are set forth in the applicable Certificate of Limited Warranty. This limited warranty is expressly conditioned on Buyer's proof of payment of the purchase price in full, and all replaced equipment becomes Seller's property. Any changes/extension to the Warranty Period that may be required due to project delays or slippage will be mutually agreed upon in writing by the parties and may require contract modifications to incorporate additional warranty products to accommodate such change/extension. **THIS WARRANTY IS EXCLUSIVE AND IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.** Seller makes no and specifically disclaims all representations or warranties that the services, products, software or third-party product or software will be secure from cyber threats, hacking or other similar malicious activity or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by Seller, such as suggestions as to design use and suitability of the equipment and products for the Buyer's application, is provided in good faith, but Buyer acknowledges and agrees that Seller is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of equipment and products. Buyer assumes exclusive responsibility for determining if the equipment and products supplied by Seller are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment or products.

(7) INDEMNIFICATION, REMEDIES AND LIMITATIONS OF LIABILITY. In addition to Paragraph 8 below regarding patents, Buyer agrees that Seller shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of Seller. In the event Buyer claims Seller has breached any of its obligations, whether of warranty or otherwise, Seller may request the return of the goods and tender to Buyer the purchase price theretofore paid by Buyer, and in such event, Seller shall have no further obligation under the Agreement except to refund such purchase price upon redelivery of the goods. If Seller so requests the return of the goods, the goods shall be redelivered to Seller in accordance with Seller's instructions and at Seller's expense. The remedies contained in these Standard Terms and Conditions shall constitute the sole recourse of Buyer against Seller for breach of any of Seller's obligations under the Agreement, whether of warranty or otherwise. **To the maximum extent permitted by law, in no event shall Seller and its affiliates and their respective personnel, suppliers and vendors ("Seller Parties") be liable to Buyer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any: (a) special, indirect, incidental, punitive, or consequential damages; (b) lost profits, revenues, data, Buyer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber attacks or failures or interruptions to networks. In any case, the entire aggregate liability of the Seller Parties under this Agreement for all damages, losses and causes of action, whether in contract, tort (including negligence), or otherwise shall be limited to the purchase price paid by Buyer hereunder.**

(8) PATENTS. Seller shall defend or, at its own option settle, any action against Buyer brought by a third party to the extent that the action is based upon a claim that the equipment provided under the Agreement infringes any U.S. patents or copyrights for Buyers located in the United States or Canadian patents or copyrights, for Buyers located in Canada, or misappropriates any trade secrets of a third party ("Claim"), provided that: (i) Buyer gives Seller prompt written notice of any such Claim, (ii) Buyer gives Seller full authority to defend or settle any such Claim, and (iii) Buyer gives Seller proper and full information and assistance, at Seller's expense (except for Buyer's employees' time) to defend or settle any such Claim. Seller will pay those costs and damages finally awarded against Buyer in the action that are specifically attributable to the claim or those costs and damages agreed to in a monetary settlement of the action. **THE FOREGOING IS IN LIEU OF ANY WARRANTIES OF NONINFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.** The foregoing obligation of Seller does not apply with respect to products or equipment or portions or components thereof (a) not supplied by Seller, (b) made in whole or in part in accordance with Buyer or owner specifications, (c) which are modified after shipment by Seller, if the alleged infringement related to such modification, (d) combined with other products, processes or materials where the alleged infringement relates to such combination, (e) where Buyer continues allegedly infringing activity after being notified thereof and/or after being informed of modifications that would have avoided the alleged infringement without significant loss of performance or functionality, or (f) where Buyer's use of the product or equipment is incident to an infringement not resulting primarily from the product or equipment; Buyer will indemnify Seller and its officers, directors, agents, and employees from all damages, settlements, attorneys' fees and expenses related to a claim of infringement, misappropriation, defamation, violation of rights of publicity or privacy excluded from Seller's indemnity obligation herein.

(9) DISPUTES. Seller shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Buyers located in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Buyers located in Canada, this Agreement shall be governed by and be construed in accordance with the laws of Ontario, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, Seller and Buyer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by Seller, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgement in any court of competent jurisdiction. If Seller prevails in any collection action, Buyer will pay all of Seller's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies. Seller and Buyer each waive their right to a jury trial.

(10) DIGITAL ENABLED SERVICES; DATA. If Seller provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to Seller's cloud-hosted software applications. Buyer consents to and grants Seller right to collect, transfer, ingest and use such data to enable Seller and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and Seller products and services. Buyer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Buyer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply Seller secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ Seller software and related equipment installed at Buyer facilities and Seller cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Buyer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

(11) SELLER DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Seller's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the Seller General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Buyer's premises or systems and the Seller Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software

Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Seller and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto.

Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Buyer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Buyer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at Seller's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

(12) PRIVACY. **Seller as Processor:** Where Seller factually acts as Processor of Personal Data on behalf of Buyer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. **Seller as Controller:** Seller will collect, process and transfer certain personal data of Buyer and its personnel related to the business relationship between it and Buyer (for example names, email addresses, telephone numbers) as controller and in accordance with Seller's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Buyer acknowledges Seller's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Buyer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Seller is mandatorily required from Buyer's personnel under applicable law, Buyer warrants and represents that it has obtained such consent.

(13) MISCELLANEOUS

(a) CHANGES OF CONSTRUCTION AND DESIGN: Seller reserves the right to change or revise the construction and design of the products or equipment purchased by Buyer, without liability or obligation to incorporate such changes to products or equipment ordered by Buyer unless specifically agreed upon in writing reasonably in advance of the delivery date for such products or equipment. Buyer agrees to bear the expense of meeting any changes or modifications in local code requirements which become effective after Seller has accepted Buyer's order.

(b) CHARACTER OF PRODUCT AND SECURITY INTEREST: The goods delivered by Seller under the terms of the Agreement shall remain personal property and retain its character as such no matter in what manner affixed or attached to any structure or property. Buyer grants Seller a security interest in said goods, any replacement parts and any proceeds thereof until all sums due Seller have been paid to it in cash. This security interest shall secure all indebtedness or obligations of whatsoever nature now or hereafter owing Buyer to Seller. Buyer shall pay all expenses of any nature whatsoever incurred by Seller in connection with said security interest.

(c) INSURANCE: Buyer agrees to insure the goods delivered under the Agreement in an amount at least equal to the purchase price against loss or damage from fire, wind, water or other causes. The insurance policies are to be made payable to Seller and Buyer in accordance with their respective interests, and when issued are to be delivered to Seller and held by it. Failure to take out and maintain such insurance shall entitle Seller to declare the entire purchase price to be immediately due and payable and shall also entitle Seller to recover possession of said goods.

(d) INSTALLATION: If installation by the Seller is included within the Seller's Quotation, Buyer shall provide all of the following at its own expense and at all times pertinent to the installation: i) free, dry, and reasonable access to Buyer's premises; and ii) proper foundations, lighting, power, water and storage facilities reasonably required.

(e) COMPLIANCE WITH LAWS: Seller's obligations are subject to the export administration and control laws and regulations of Canada or the United States with respect to where Seller is performing work or providing goods. Buyer shall comply fully with such laws and regulation in the export, resale or disposition of purchased products or equipment. Quotations or proposals made, and any orders accepted by Seller from a Buyer outside of Canada or the United States, are with the understanding that the ultimate destination of the products or equipment is the country indicated therein. Diversion of the products or equipment to any other destination contrary to Canada or the United States as set out in the Quotation or proposal, is prohibited. Accordingly, if the foregoing understanding is incorrect, or if Buyer intends to divert the products or equipment to any other destination, Buyer shall immediately inform Seller of the correct ultimate destination.

(f) BUYER RESPONSIBILITIES: Buyer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Seller secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access. Buyer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

(g) LIEN LEGISLATION. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

(h) FORCE MAJEURE: Seller shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Seller to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Seller, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Seller. If Seller's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Seller shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Seller is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Seller will be entitled to extend the relevant completion date by the amount of time that Seller was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Seller's cost to perform the services, Buyer is obligated to reimburse Seller for such increased costs, including, without limitation, costs incurred by Seller for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by Seller in connection with the Force Majeure Event.

(i) ASSIGNMENT: This Agreement is not assignable by the Buyer except upon written consent of Seller first being obtained. Seller shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Buyer.

(j) FAR. In the United States, Company supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, Company will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

Johnson Control, Inc.
Construction Agreement – BAC Cooling Tower

[Additional Signature Page for City of Compton Representatives]

RECOMMENDED APPROVAL BY:

By _____
JANELLE BYDON, GENERAL SERVICES DIRECTOR

Date: _____

APPROVED BY:

By _____
JEROME GROOMES, CITY MANAGER

Date: _____

Approved as to form:

By _____
LEGAL DIVISION

Date: _____

ATTEST:

By _____
SATRA D. ZURITA, CITY CLERK

Date: _____





ATTENTION
DO NOT OPEN THIS DOOR
UNLESS YOU ARE
PROPERLY TRAINED
AND WEAR PROTECTIVE
EQUIPMENT.

DO NOT OPEN
THIS DOOR
UNLESS YOU ARE
PROPERLY TRAINED
AND WEAR PROTECTIVE
EQUIPMENT.

CT
EQUIPMENT



February 27th, 2023

**City of Compton
General Services
205 S. Willowbrook
Ave.
Compton, CA 90220**

Subject: Sole Source Agreement for Johnson Controls York Chillers & Metasys Controls

Dear Customer,

This letter is to confirm that Johnson Controls, Inc. is the manufacturer of the Metasys HVAC controls system/York Chillers serving your facilities. Johnson Controls direct service branch office is the only channel authorized by Johnson Controls to perform maintenance on Metasys, Legacy PMI equipment, and York equipment.

Johnson Controls maintains an expansive inventory of service components for all aspects of our business. Additionally, all our technicians and mechanics receive OEM factory training.

Johnson Controls has been providing service for these facilities for several years. Our technicians have a unique and complex knowledge of these buildings and the deployment of Metasys equipment at your site. Johnson Controls can and will continue to perform service in an efficient and timely manner.

Our knowledge of facilities as well as our strengths as the developer and manufacturer of Metasys, Legacy PMI, and York equipment allows us to provide the highest level of service and support available for these systems and for our customers at an efficient price.

Please let me know if you have any questions about Johnson Controls service channel strategy in your area. Please feel free to contact me to discuss this sole source request.

Sincerely,

George A. Gonzales
Strategic Account Sales Manager
Building Solutions North America
Cell: 714-951-4690
Email: George.A.Gonzales@jci.com
Contractor's License #22445

RESOLUTION NO. 26,396

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO JOHNSON CONTROL, INC. FOR THE REPAIR OF CHILLER 1, CHILLER 2, AND THE REPLACEMENT OF THE VARIABLE AIR VOLUME MODULAR ASSEMBLIES IN THE AMOUNT OF (\$23,176.18)

WHEREAS, the City's HVAC system is essential to maintaining proper climate control within City Hall; and

WHEREAS, Staff and Johnson Controls, the City's existing HVAC service provider and qualified vendor, conducted an assessment and identified leaks in both Chiller 1 and Chiller 2 that require repair to maintain efficient operations; and

WHEREAS, the Variable Air Volume Modular Assemblies (VMA) on the second floor requires replacement to ensure proper airflow and temperature regulation; and

WHEREAS, Staff obtained proposals to complete the necessary repairs and replacement as follows:

Chiller 1 Leak Repair	\$9,416.27
Chiller 2 Leak Repair	\$10,039.69
VMA Changeout	\$3,720.22; and

WHEREAS, total cost of the repair exceeds the established purchasing authority; therefore, City Council approval is required to proceed; and

WHEREAS, Johnson Controls is a sole-source vendor, as they manufacture the Metasys HVAC control system/York Chillers that serve our City Hall facility; and

WHEREAS, funding in the amount of TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND EIGHTEEN CENTS (\$23,176.18) are currently available in the General Services Department's FY 2025-2026 operating budget, in Maintenance and Repair Account Number 1004-600-000-4236 for the repairs of Chiller 1, Chiller 2, and the replacement of the Variable Air Volume Modular Assemblies (VMA).

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

SECTION 1. That the City Council hereby authorizes the repairs of Chiller 1, Chiller 2, and the replacement of the Variable Air Volume Modular Assemblies (VMA).

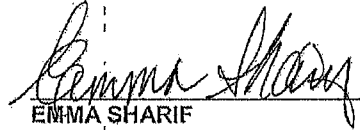
SECTION 2. That the City Manager is authorized to issue purchase orders to Johnson Controls, Inc., in an amount not to exceed TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND EIGHTEEN CENTS (\$23,176.18).

SECTION 3. Funds in the amount of TWENTY-THREE THOUSAND ONE HUNDRED SEVENTY-SIX DOLLARS AND EIGHTEEN CENTS (\$23,176.18) are currently available in the General Services Department's FY 2025-2026 operating budget in Maintenance and Repair Account Number 1004-600-000-4236.

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Law Division/City Attorney, and General Services Department.

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

ADOPTED this 28TH day of APRIL, 2026.


EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:


SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 28th day of APRIL, 2026.

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

AYES: COUNCIL MEMBERS- SOICER, BOWERS, SHARIF
NOES: COUNCIL MEMBERS- NONE
ABSTAIN: COUNCIL MEMBERS- NONE
ABSENT: COUNCIL MEMBERS- DUHART, DARDEN


SATRA D. ZURITA
CLERK OF THE CITY OF COMPTON

July 21, 2026

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR
PURCHASE AGREEMENT OF THE LEOSIGHT PUBLIC SAFETY
PLATFORM AND COMMUNICATIONS SOFTWARE FOR A SIX-YEAR
PERIOD, PAID IN FULL UPFRONT, AND ESTABLISH AN OPEN
PURCHASE ORDER NOT TO EXCEED THREE HUNDRED
FOURTY SIX THOUSAND, FOUR HUNDRED AND NINTY EIGHT
DOLLARS AND FORTY-TWO CENTS, (\$346,498.42)**

SUMMARY

Adoption of the attached resolution will authorize the acquisition of the LeoSight Public Safety Platform and Communication Software, a cloud-based command and communications software system designed specifically for public safety and municipal operational coordination.

The City's Law Enforcement Services, Fire Department, Emergency Management, Public Works, Code Enforcement, and other operations require modern, integrated technology platforms to ensure effective coordination, situational awareness, and interoperable communications during routine operations and critical incidents.

The LeoSight Public Safety Platform is a proven, purpose-built software solution designed specifically for law enforcement, fire services, emergency management agencies, public works, code enforcement, and other municipal agencies to provide real-time situational awareness, unified command capabilities, interagency communications within the City and with external agencies, resource management, and comprehensive incident documentation for both daily operations and major incidents.

BACKGROUND

The City of Compton is committed to providing the highest level of public safety services to its residents, visitors, and businesses and the City's Law Enforcement Services, Fire Department, Emergency Management, Public Works, Code Enforcement, and other operations require modern, integrated technology platforms to ensure effective coordination, situational awareness, and interoperable communications during routine operations and critical incidents.

The LeoSight platform eliminates the need for multiple different systems currently utilized by City public safety departments, thereby reducing redundant software licensing costs, consulting services, maintenance agreements, and training expenditures over the contract term.

The platform has been deployed by comparable law enforcement and emergency management agencies, with demonstrated improvements in incident response times, interagency coordination and communication, personnel safety, and accountability.

The LeoSight Public Safety Platform is a proven, purpose-built software solution designed specifically for law enforcement, fire services, emergency management agencies, public works, code enforcement, and other municipal agencies to provide real-time situational awareness, unified command capabilities, interagency communications within the City and with external agencies, resource management, and comprehensive incident documentation for both daily operations and major incidents.

The City's Law Enforcement Services through the Los Angeles Sheriff's Office, the Fire Chief, the Emergency Manager, the Public Works Director, the Code Enforcement Director, and other City agencies have reviewed and evaluated the LeoSight platform and recommend its adoption as consistent with best practices in modern public safety operations.

STATEMENT OF THE ISSUE

The City has determined that the LeoSight Public Safety Platform possesses unique functional capabilities that are essential to the City's operational requirements and that acquisition of alternative products would not provide the same level of integration, interoperability, efficiency, and functionality necessary to achieve the City's public safety objectives, thereby justifying the acquisition of a six (6) year software subscription agreement with LeoSight for the provision of a cloud-based command and communication software service, including software implementation, initial setup, system access, training, configuration, technical phone support, a full solution warranty, and live U.S. based technical support throughout the term of the agreement.

LeoSight has provided the City with a Sole Source Justification Letter affirming that its proprietary, purpose-built Public Safety Platform uniquely integrates secure communications, personnel accountability, incident management, resource tracking, operational coordination, and interoperable public safety workflows through a unified authentication and permissions architecture, and that no substantially equivalent product offers the same combination of capabilities, functionality, integration, and interoperability

The City Manager has reviewed the proposed purchase and concurs that the acquisition represents a fiscally sound investment that will enhance public safety capabilities,

improve operational efficiency, and protect long-term budget stability by locking in current pricing for a six-year term

FISCAL IMPACT

LeoSight has offered the City a six (6) year contract term with a substantial prepayment discount, whereby full upfront payment of the six-year term results in a savings of approximately One Hundred Fifty-Six Thousand One Dollar and Fifty-Eight Cents (\$156,001.58) compared to annual subscription pricing, representing sound stewardship of public funds.

The total cost for the six (6) year LeoSight Public Safety Platform and Communications Software Subscription contract, paid in full upfront, shall not exceed Three Hundred Forty-Six Thousand Four Hundred Ninety-Eight Dollars and Forty-Two Cents (\$346,498.42), which shall be funded through the City's Measure P funds.

Funds for this expenditure are available in the 2026-2027 Fiscal Year budget in Account No. 1004-610-000-4266.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**ANTHONY WARD, DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT**

**APPROVED FOR FORWARDING:
JERRY GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR
PURCHASE AGREEMENT OF THE LEOSIGHT PUBLIC SAFETY PLATFORM
AND COMMUNICATIONS SOFTWARE FOR A SIX-YEAR PERIOD, PAID IN
FULL UPFRONT, AND ESTABLISH AN OPEN PURCHASE ORDER NOT TO
EXCEED THREE HUNDRED FORTY SIX THOUSAND, FOUR HUNDRED AND
NINETY EIGHT DOLLARS AND FORTY-TWO CENTS, (\$346,498.42)**

WHEREAS, the City of Compton ("City") is committed to providing the highest level of public safety services to its residents, visitors, and businesses; and

WHEREAS, the City's Law Enforcement Services, Fire Department, Emergency Management, Public Works, Code Enforcement, and other operations require modern, integrated technology platforms to ensure effective coordination, situational awareness, and interoperable communications during routine operations and critical incidents; and

WHEREAS, the LeoSight platform eliminates the need for multiple different systems currently utilized by City public safety departments, thereby reducing redundant software licensing costs, consulting services, maintenance agreements, and training expenditures over the contract term; and

WHEREAS, the platform has been deployed by comparable law enforcement and emergency management agencies, which demonstrated improvements in incident response times, interagency coordination inter-agency communication, personnel safety, and accountability; and

WHEREAS, the LeoSight Public Safety Platform is a proven, purpose-built software solution designed specifically for law enforcement, fire services, emergency management agencies, public works, code enforcement, and other municipal agencies to provide real-time situational awareness, unified command capabilities, interagency communications within the City and with external agencies, resource management, and comprehensive incident documentation for both daily operations and major incidents; and

WHEREAS, the City's Law Enforcement Services through the Los Angeles Sheriff's Office, the Fire Chief, the Emergency Manager, the Public Works Director, the Code Enforcement Director, and other City agencies have reviewed and evaluated the LeoSight platform and recommend its adoption as consistent with best practices in modern public safety operations; and

WHEREAS, the City has determined that the LeoSight Public Safety Platform possesses unique functional capabilities that are essential to the City's operational requirements and that acquisition of alternative products would not provide the same level of integration, interoperability, efficiency, and functionality necessary to achieve the City's public safety objectives, thereby justifying the acquisition of a six (6) year software subscription agreement with LeoSight for the provision of a cloud-based command and communication software service, including software implementation, initial setup, system access, training, configuration, technical phone support, a full solution warranty, and live U.S. based technical support throughout the term of the agreement; and

WHEREAS, LeoSight has provided the City with a Sole Source Justification Letter affirming that its proprietary, purpose-built Public Safety Platform uniquely integrates secure communications, personnel accountability, incident management, resource tracking, operational coordination, and interoperable public safety workflows

through a unified authentication and permissions architecture, and that no substantially equivalent product offers the same combination of capabilities, functionality, integration, and interoperability; and

WHEREAS, the City Manager has reviewed the proposed purchase and concurs that the acquisition represents a fiscally sound investment that will enhance public safety capabilities, improve operational efficiency, and protect long-term budget stability by locking in current pricing for a six-year term; and

WHEREAS, LeoSight has offered the City a six (6) year contract term with a substantial prepayment discount, whereby full upfront payment of the six-year term results in a savings of approximately One Hundred Fifty-Six Thousand One Dollar and Fifty-Eight Cents (\$156,001.58) compared to annual subscription pricing, representing sound stewardship of public funds; and

WHEREAS, the total cost for the six (6) year LeoSight Public Safety Platform and Communications Software contract, paid in full upfront, shall not exceed Three Hundred Forty-Six Thousand Four Hundred Ninety-Eight Dollars and Forty-Two Cents (\$346,498.42), which shall be funded through the City's Measure P funds; and

WHEREAS, the City Council finds that the procurement of the LeoSight Unified Command Platform and Communications Software serves a legitimate public purpose and is in the best interest of the health, safety, and welfare of the City's residents and public safety personnel.

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

SECTION 1. The City Manager is hereby authorized to enter into a Six (6) Year software subscription agreement with LeoSight for the provision of a cloud-based command and communications software service, which includes software implementation, initial setup, system access, training, configuration, technical phone support, full solution warranty, and live U.S. based technical support for the duration of the agreement.

SECTION 2. A purchase order in the amount of Three Hundred Forty-Six Thousand Four Hundred Ninety-Eight Dollars and Forty-Two Cents (\$346,498.42) is hereby authorized to be issued to LeoSight for the cost of the cloud-based LeoSight Public Safety Platform and Communications Software service for six (6) years.

SECTION 3. The City Council finds and declares that full prepayment of the Six (6) Year software subscription agreement results in a net savings of approximately One Hundred Fifty-Six Thousand One Dollars and Fifty-Eight Cents (\$156,001.58) over the life of the agreement when compared to annual subscription rates.

SECTION 4. Funds in the amount of Three Hundred Forty-Six Thousand Four Hundred Ninety-Eight Dollars and Forty-Two Cents (\$346,498.42). Funds for this expenditure are available in the 2026-2027 Fiscal Year Budget in Account No. 1004-610-000-4266.

SECTION 5. The City Manager, or designee, shall provide the City Council with a status update on the LeoSight platform implementation and utilization within twelve (12) months of the contract execution date, and annually thereafter.

SECTION 6. A certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, and Community Improvement Services Department.

SECTION 7. The Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2026.

EMMA SHARIF
MAYOR OF THE CITY OF COMPTON

ATTEST:

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON

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

I, Satra D. Zurita, 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 _____, 2026.

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

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

SATRA D. ZURITA
CITY CLERK OF THE CITY OF COMPTON



8350 N. Central Expressway
Suite 1900
Dallas, TX 75206

To Whom It May Concern:

This letter serves as a standing Sole Source Justification for the procurement of LeoSight's Public Safety Platform by any eligible law enforcement, emergency management, or public safety agency.

LeoSight provides a secure operational coordination platform purpose-built to connect public safety agencies, personnel, communications, workflows, and operational systems across jurisdictions in real time. The platform operates under a single authentication system and permissions architecture while supporting modular deployment based on agency requirements. To our knowledge, no other provider offers this combination of secure communications, operational coordination, workflow management, and shared visibility within a single public safety platform architecture.

Unique Capabilities:

- **Unified Command & Control Platform: LeoCommand** provides a shared operational environment designed to support law enforcement, fire, EMS, emergency management, and regional partners within a common framework. Unlike platforms originally designed for a single discipline, **LeoCommand** was designed to support coordinated multi-agency response, mutual aid operations, planned events, and regional collaboration across jurisdictions.
- **Support User Accounts:** To our knowledge, LeoSight is the only public safety software platform that allows the host agency to create Support User accounts for anyone outside of the host agency. This permission profile grants restricted access to specified tools on the LeoSight platform, to enhance safety, communication, and collaboration.
- **Secure Communications: LeoLink** was purpose-built for public safety agencies requiring secure, auditable communications across jurisdictions, disciplines, and operational teams. The platform provides role-based communication controls with channel and thread-level permissions tied directly to user profiles and assignments. To our knowledge, no other public safety communications platform combines CJIS-aligned communications, role-based permissions, secure interagency collaboration, and federated Support User access within a single operational environment.
 - Unlike commercial collaboration platforms not specifically designed for public safety operations, **LeoLink** was built from the ground up to support CJIS-aligned operational environments, SOC 2 security standards, secure interagency coordination, and controlled information sharing during incidents, investigations, planned events, and emergency operations.

- Unlimited **Support User Accounts** are included to facilitate secure collaboration across agencies without additional user licensing fees.
- **Operational Workflow Coordination: LeoLoop** provides secure workflow coordination, task management, and operational collaboration tools for incidents, investigations, special events, emergency operations, and post-incident activities. To our knowledge, no other public safety workflow platform combines task management, cross-agency collaboration, role-based security controls, and shared operational coordination within a unified public safety architecture. The platform includes role-based visibility controls to ensure users can only access workflows, requests, and tasks relevant to their assignment or permissions, supporting accountability, auditability, and internal data security across agencies and jurisdictions.
- **Global Timeline and Unified Event Playback (Patent Pending): LeoCommand** - synchronizes operational activity into a unified playback environment, including traffic and CCTV video feeds, CAD activity, drone telemetry, alerts, sensors, connected vehicles, map activity, and personnel movement. Users can pause, rewind, fast-forward, and visually replay critical incidents for investigations, training, and after-action reviews. To our knowledge, no other public safety platform provides synchronized playback of operational systems within a shared cross-agency environment.
- **Boundary Guidance (Patent Pending): LeoSight** includes patent-pending boundary generation capabilities that automatically create containment perimeters, search grids, evacuation zones, HAZMAT operational areas, and incident boundaries directly within the operational environment. To our knowledge, no other public safety platform provides this combination of automated boundary generation and integrated search coordination capabilities within a live operational environment.

Additional patent-pending operational guidance capabilities include:

- **Criminal Activity Boundary Guidance (Patent Pending):** Automatically generates containment areas, coordinated response zones, and searchable perimeters to support evolving criminal incidents and coordinated field response. To our knowledge, no other public safety platform provides automated criminal activity boundary generation capabilities designed specifically for coordinated public safety response operations.
- **Missing Person Search Guidance (Patent Pending):** Assists agencies in rapidly establishing optimized search grids, search sectors, and coordinated operational zones for missing person and wilderness search operations. To our knowledge, no other public safety platform provides integrated missing person search guidance and operational search grid generation capabilities within a unified environment.

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- **HAZMAT Boundary Guidance (Patent Pending):** Automatically generates operational hazard zones, evacuation areas, containment perimeters, and exclusion boundaries to support hazardous materials incidents and public safety coordination. To our knowledge, no other public safety platform provides automated HAZMAT boundary generation integrated directly into a live cross-agency environment.
- **Bomb Threat Boundary Guidance (Patent Pending):** Assists agencies in establishing standoff distances, evacuation perimeters, and coordinated response boundaries during bomb threat and suspicious package incidents. To our knowledge, no other public safety platform provides integrated bomb threat operational boundary guidance capabilities designed for coordinated multi-agency response operations.
- **Drone Pattern Search Guidance (Patent Pending):** Enables agencies to generate and rapidly deploy optimized aerial search patterns for DFR and UAV operations, improving operational coverage, coordination, and deployment speed during critical incidents. To our knowledge, no other public safety platform provides integrated drone pattern search guidance capabilities directly within a unified coordination environment.
- **Innovative CAD Management:** To our knowledge, LeoSight is the only public safety platform that provides a detachable CAD Drawer capability to enable users to undock CAD call tables to a secondary display (desktop or in a RTOC environment) while preserving full interactivity on the primary operational environment. This native capability supports regional, multi-agency workflows without additional integrations. Our layered architecture enables multiple CAD interfaces and routes information by role and discipline, so each user receives only what they need for their area of responsibility.

Contract and Pricing Model Advantages:

- No per-user license fees
- No per-camera feed license fees
- No additional fees for Support (Sponsored) User Accounts
- All platform enhancements, new features, and new tools are included for the life of the contract
- Access to multiple free transportation and climate data visualization layers essential for public safety operations
- Full control of data retention, internal and external sharing, and visibility resides with the agency administrator. LeoSight does not access, alter, or influence agency data policies. Your data is your data.

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- Flexible integration support with agency-authorized external systems, including APIs, webhooks, and third-party data vendors, to ensure seamless interoperability and unified operations.

Given these unique capabilities, patent-pending technologies, and contractual advantages, LeoSight respectfully asserts that, to our knowledge, it is the only provider offering this integrated operational coordination architecture for secure public safety communications, workflows, shared visibility, and cross-agency collaboration within a shared platform environment.

This letter has been approved by LeoSight's executive and legal teams and may be used as Sole Source documentation for public procurement processes.

Sincerely,

A handwritten signature in black ink, appearing to read "Jay M. Draisin". The signature is fluid and cursive, with the first name "Jay" being more prominent.

Jay Draisin
Chief Product and Client Relations Officer

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LeoSight

Software Subscription Agreement

Compton - CA

205 South Willowbrook Avenue
Compton, CA 90220
United States

Scott Transou

Assistant City Manager
stransou@comptoncity.org
310.605-6260

Reference: 20260220-221958480

Quote created: February 20, 2026

Quote expires: June 19, 2026

Quote created by: Jim Macedo

Chief Growth Officer

jmacedo@leosight.com

+12096091433

We are honored that City of Compton (the "Customer") is considering a partnership with LeoSight™ (the "Company"), and we are eager and ready to play a role in your mission to keep your community safe. LeoSight's suite of public safety software solutions allow agencies the ability to unify various public safety data sources into a single platform and improves multi-agency communication and collaboration.

Condition Precedent; Effective Date. Notwithstanding anything to the contrary, no obligations of either Party shall arise unless and until the City Council approves this Software Subscription Agreement (the "Agreement") and Company receives Customer's written confirmation of such approval (e.g., resolution or approved minutes excerpt). The "Effective Date" shall be the date the Customer delivers such written confirmation. All dates, milestones, payments, the Term, and performance obligations commence on the Effective Date. Prior to the Effective Date, Company shall have no right to invoice or receive payment, and the Customer shall have no obligations of any kind.

Term. This Agreement shall remain in effect for a term of seventy-two (72) months, unless earlier terminated in accordance with its terms.

In addition to our grant of a subscription to the LeoSight software platform, we also agree to perform the following onboarding and continuing services during the Term:

- Initial setup, access, and training for an unlimited number of users for the purchased solutions below
- Configuration and technical phone support
- Full solution warranty for the life of the Agreement

- Live U.S.-based technical support for the life of the Agreement
- LeoSight is responsible for provisioning, deployment, and installation of all cloud-hosted or SaaS components. Company shall be responsible for any on-site or customer-premises installation, including hardware setup, local network configuration, and on-premise components. Customer shall provide reasonable cooperation, ancillary support, and access to customer premises, systems, personnel, and information as necessary for Company to perform such installation services.

LeoSight has provided a sole-source justification letter detailing the unique capabilities of the LeoSight Unified Command Package and why competitive bidding is not feasible or practical. This documentation is intended to assist the City of Compton ("Customer") in satisfying its obligations under City Charter §§ 1410–1411 and Article II of the Compton Municipal Code (Purchasing) and is submitted for the City's review and determination in connection with City Council approval.

Fees and Milestones. Customer will pay a one-time upfront fee of \$346,498.42 covering the 72-month Term, subject to the refund terms herein. Payment shall be released in two milestones:

1. Milestone 1 (50%): Upon Customer's written Acceptance of Initial Go-Live of the Unified Command Package.
2. Milestone 2 (50%): Upon Customer's written Acceptance of completed AVL/VMS integration and completion of user training. Acceptance shall be based on successful completion of test cases agreed in the SOW and a five (5) business-day Acceptance Period, during which City may reject with specified deficiencies; Company will remedy and resubmit. Silence is not acceptance.
3. Termination for Cause. Either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice describing the breach in reasonable detail. In addition, either party may terminate this Agreement immediately upon written notice if the other party: (a) ceases business operations; (b) becomes insolvent or subject to any bankruptcy, receivership, or similar proceeding that is not dismissed within sixty (60) days; or (c) materially violates applicable law in connection with its performance under this Agreement. Company shall refund the unearned portion of any prepaid fees as set forth below. Company shall refund the unearned portion of any prepaid fees as set forth below.
4. Non-Appropriation. The Customer's obligations are contingent upon annual appropriation. If funds are not appropriated for any ensuing fiscal year, the Customer may terminate upon thirty (30) days' written notice, with no further obligation beyond payment for Services accepted through the termination effective date. Company shall refund the unearned portion of any prepaid fees as set forth below.
5. Termination for Convenience. Customer may terminate all or part of this Agreement for convenience upon thirty (30) days' written notice. Company shall refund the unearned portion of any prepaid fees as set forth below.
6. Refund. For any termination under this Section or for cause by Customer, Company will refund the unearned portion of the upfront fee on a straight-line monthly basis: $\text{Refund} = \text{Total Upfront Fee} \times (\text{Months Remaining in the 72-month Term} \div 72)$. Refund shall be paid within thirty (30) days. Company need not refund amounts attributable to Services delivered and accepted before termination.

LeoSight warrants at the conclusion of the term of this Agreement, either Party may request in writing to renegotiate the terms and conditions for a subsequent agreement. Such request must be delivered to the other Party no later than thirty (30) days prior to the expiration of the current term. Upon receipt of such request, the Parties agree to engage in good faith discussions to negotiate and finalize a new agreement. Unless and until a new agreement is executed in writing by both Parties, the current Agreement shall terminate at the end of its term without further obligation by either Party, except for any rights or duties that expressly survive termination.

We again want to express that it is a privilege for us to assist you with your mission. Should you have any questions at any time, please feel free to call +72096097433 or email me at jmacedo@leosight.com.

The signature of your duly authorized representative below will acknowledge your agreement to the terms expressed in this Letter Agreement.

Product & Description

Subtotal

Items due on Effective Date

Unified Command Package - Medium-7 (No VMS)

1

\$346,498.42 /6 years

Includes LeoCommand: Real-time situational awareness platform for cross-agency coordination and decision-making, Leolink: Secure, encrypted communication platform for inter-agency coordination, and Leoloop: Streamlined workflows for investigative, incident, and operational task management.

after 26.667% discount
for 1 year

Also includes: CAD, AVL and existing VMS integration, GIS support, 30 days data archive, initial onboarding and training, basic support (email with 48 hours response), and AWS hosting.

Plate Capture - Medium-7

1

\$0.00 /year

A smartphone-based ALPR solution that captures and reads license plates in real time, provides hotlist alerts, and supports everyday investigative needs without dedicated hardware.

after 100% discount
for 6 years

Items due later

Product & Description		Subtotal
Unified Command Package - Medium-1 (No VMS)	1	\$0.00 / year
Includes LeoCommand: Real-time situational awareness platform for cross-agency coordination and decision-making, LeoLink: Secure, encrypted communication platform for inter-agency coordination, and LeoLoop: Streamlined workflows for investigative, incident, and operational task management.		after 100% discount for 5 years
Also includes: CAD, AVL and existing VMS integration, GIS support, 30 days data archive, initial onboarding and training, basic support (email with 48 hours response), and AWS hosting.		
Payment for this item starts 12 months after Effective Date		
	Due on Effective Date	\$346,498.42
	Total contract value	\$346,498.42

Terms

THESE TERMS OF SERVICE ("TERMS") CONSTITUTE AN AGREEMENT BETWEEN YOU AND LEOSIGHT, INC. ("LEOSIGHT"). BY ACCESSING OR USING THE LEOSIGHT SERVICE, YOU ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS, DO NOT ACCESS OR USE THE SERVICE. YOU REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF YOU ARE USING THE SERVICE ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ACCEPT THESE TERMS ON BEHALF OF THAT ENTITY AND BIND THAT ENTITY TO THESE TERMS (IN WHICH CASE, "YOU" AND "YOUR" WILL REFER TO THAT ENTITY).

1. Definitions.

"Content" means the data and content available through and displayed within the Service, provided by a Person other than you. "Fees" means the amounts owed by you to LeoSight for use of the Service, as identified on the Order Form. "Intellectual Property Rights" means all: (a) patents, patent disclosures and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), rights in data and databases; and (d) trade secrets, knowhow and other confidential information. "LeoSight" means LeoSight, Inc. "Order Form" means an ordering document such as a purchase order or an online order, entered into between you and LeoSight, identifying the Service and the Fees. "Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity. "Service" means your access to the Software. "Software" means the LeoSight software

platform, to include its clients (desktop, web, mobile), server, APIs, and documentation. "Tax" means any sales, use, value added, goods and services, consumption, excise, local stamp, or other tax, duty, or other charge imposed by a governmental authority including any associated penalties and interest, related to the Service, not resulting from LeoSight's income. "Term" means: the period starting on the date you first access or use the Service, and ending on the earlier of the date your subscription expires or the date it is terminated by LeoSight due to your breach of these Terms. "Terms" means these LeoSight Terms of Service. "Third Party" means any Person other than you or LeoSight. "User" means a Person who has registered to access the Service, and to whom LeoSight has granted an account.

2. Availability of Services.

LeoSight will use commercially reasonable efforts to provide continuous availability and access to the Service twenty-four (24) hours a day, seven (7) days a week. However, there may be outages beyond LeoSight's control, for example, due to Third Parties on which the Service depends. Additionally, LeoSight may temporarily suspend the Service for scheduled maintenance, or make changes, updates, or enhancements to the Service at any time.

3. Use and Subscription.

To obtain access to the Service, you are required to obtain an account with LeoSight by completing a registration form and designating a user ID and password to become a User. Subject to and conditioned upon your strict compliance with these Terms, LeoSight grants to you a non-exclusive, non-transferable, non-assignable subscription during the Term to use the Software solely in connection with the Service, subject to all conditions and limitations set forth in these Terms. You are required to safeguard the Service and Software from infringement, misappropriation, theft, misuse or unauthorized access; promptly notify LeoSight if you become aware of any infringement of LeoSight's Intellectual Property Rights in the Service or Software; and fully cooperate with LeoSight in any legal action taken by LeoSight to enforce its Intellectual Property Rights. You are required to use the Service and Software in accordance with these Terms. LeoSight may terminate your access to the Service and your subscription to the Software if you breach any of these Terms, or if you use the Service in a manner that LeoSight in its sole discretion determines threatens the security or availability of the Service. You may not, directly or indirectly:

1. Rent, lease, lend, sell, share, sell, assign, distribute, publish, transfer or otherwise make available your account, the Service, Software, Content, or features or functionality of the Service or Software, to any Third Party for any reason;
2. Use the Service or Software for purposes of competitive analysis of the Service or Software, the development of a competing product or service, or for any other purpose that is to LeoSight's commercial disadvantage;
3. Copy any part of the Service, Software, or Content for any reason;
4. Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code or algorithms of the Service, Software, or Content;
5. Remove, delete, alter or obscure any copyright, trademark, or other intellectual property or proprietary rights notices from the Service, Software, or Content;
6. Use the Service, Software, or Content for any illegal or unauthorized purpose, or in violation of any international, federal, state or local law, regulation or rule, including U.S. export control laws and regulations;
7. Access or use the Service after the Term;
8. Cause, in LeoSight's sole discretion, inordinate burden on the Service or Service resources or capacity;

9. Disclose, display, demonstrate, or otherwise make available the Service, Software, or any portion thereof to any Third Party vendor or competitor in the fields of real-time, investigative, or situational awareness platforms without the prior written consent of LeoSight; or
10. Otherwise use, copy, or distribute the Service, Software, or Content except as expressly allowed hereunder.

Notwithstanding the foregoing, Customer may conduct internal benchmarking and disclose results internally and in required public reports, provided it does not disclose Company source code or non-public technical documentation. Disclosures required by law are permitted. Customer will, when legally permissible, provide Company prompt notice of a request implicating Company Confidential Information to allow Company to seek protection.

4. Payment.

You are required to pay LeoSight all applicable Fees for the Service. Fees are exclusive of Tax, and you are responsible for paying any Tax. In the event you have not paid such Tax or provided a resale certificate, and LeoSight is required to pay such Tax, you will reimburse LeoSight for such Tax. Payment will be made in U.S. Dollars in accordance with remittance instructions furnished by LeoSight. Payment terms are Net 30 days from the invoice date, or as otherwise stated on the Order Form. Payments that are outstanding more than ten (10) days from their respective due date shall bear an interest rate of the lesser of one and one-half percent (1.5%) per month or the maximum interest rate allowed by the State of Texas, until fully paid, including any interest payments thereon. In the event you do not pay within these terms, all collection costs incurred by LeoSight including attorney's fees will be paid by you and LeoSight may terminate your access to the Service.

5. Collection and Use of Information.

"Customer Data. Customer retains all right, title, and interest in and to Customer data. Company acquires no rights except to process Customer data solely to provide the Services to Customer and its authorized users."

"Restrictions. Company shall not: (a) use Customer data for analytics commercialization or model training; (b) disclose Customer data to third parties except subprocessors approved under this Agreement and solely to perform the Services; or (c) combine Customer data with other data except as necessary to provide the Services to Customer."

Publicity. Company shall not use Customer's name, seal, logo, or identify Customer as a customer in marketing, press releases, or case studies without Customer's prior written approval on a per-use basis.

"Privacy Policy. Company's privacy policy will not limit or expand Company's obligations herein; in any conflict, this Agreement controls.

6. Third-Party Materials.

The Service may include software, Content, data or other materials, including related documentation, that are owned by Persons other than LeoSight ("Third Party Products"). You agree to be and are hereby bound by the attribution requirements and other terms of use for each Third Party Product, which are available at the links below. You may not use the Third Party Product components of the Service except as part of your use of the Service. You may not copy, distribute, or otherwise make available the Third-Party Products, except as incorporated within your authorized use of the Service. You may not use any Third Party Product for purposes of competitive analysis of the Third Party Product, the development of a competing product or service, or for any other purpose that is to the Third Party's

commercial disadvantage. The Third Party Product licensors disclaim any and all liability for consequential and other indirect damages and implied warranties, including the implied warranties of non-infringement, merchantability, and fitness for a particular purpose. The Third Party Product licensors, and their respective licensors, are third party beneficiaries of the use restrictions, disclaimers and liability limitations of these Terms with respect to the applicable Third Party Products, with right of enforcement. Any remedies available to you for any claims or damages arising out of these Terms are solely against LeoSight and not against any Third Party Product licensor. You release all Third Party Product licensors from any and all liability, and from all damages of whatever nature, in relation to the use, operation, content, availability, and/or sublicense of the Third Party Products.

7. Copyright Infringement and DMCA Policy.

In accordance with the Digital Millennium Copyright Act of 1998, if you believe that any Content or other material in the Service or otherwise included in or linked to by LeoSight violates your copyright, you may file a notice in accordance with the LeoSight Copyright Policy.

8. Non-Disclosure and Competitive Restrictions.

You acknowledge that the Service and Software embody confidential and proprietary information of LeoSight. You agree not to disclose, display, or demonstrate the Service, Software, or any portion thereof to any Third Party vendor or competitor in the fields of real-time, investigative, or situational awareness platforms, nor permit such access, without the prior written consent of LeoSight. Any unauthorized disclosure or demonstration will be deemed a material breach of these Terms.

Public Records. Nothing in this Agreement prohibits Customer from disclosing records as required by law. Customer will, when legally permissible, provide Company prompt notice of a request implicating Company Confidential Information to allow Company to seek protection.

9. WARRANTY DISCLAIMER.

Except as expressly provided in this Agreement, the Service, Software, and Content are provided "as is" and "as available." Company disclaims all other warranties, whether express, implied, statutory, or otherwise, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement.

Company does not warrant that the Service, Software, or Content will be uninterrupted, error-free, or compatible with all third-party software, systems, or services. However, Company will use commercially reasonable efforts to maintain the availability and functionality of the Service and to correct reproducible material defects reported by Customer in accordance with the applicable support terms.

Customer acknowledges that temporary interruptions, delays, or limitations may occur from time to time, including for maintenance, updates, or circumstances beyond Company's reasonable control. Company may modify, suspend, or discontinue portions of the Content or Service, provided that Company will use reasonable efforts to provide advance notice where practicable and such changes do not materially reduce the overall functionality of the Service during the applicable subscription term.

10. Indemnification.

Indemnification by Company

Company shall indemnify, defend, and hold harmless Customer and its officers, employees, and agents from and against any third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising from allegations that the Service or Software (excluding

any Third-Party Products, Third-Party Content, or Customer-provided materials) infringes or misappropriates any U.S. patent, copyright, trademark, or trade secret rights of a third party. Company's obligations are conditioned upon Customer: (a) promptly providing written notice of the claim; (b) granting Company sole control of the defense and settlement of the claim, provided that Company may not settle any claim imposing liability or obligations on Customer without Customer's prior written consent, not to be unreasonably withheld; and (c) providing reasonable cooperation at Company's expense.

Company shall have no obligation under this Section to the extent a claim arises from: (i) Customer's modification of the Service or Software not authorized by Company; (ii) use of the Service or Software in combination with products, services, or systems not provided or approved by Company, where the claim would not have arisen but for such combination; (iii) Customer's misuse of the Service or Software in violation of this Agreement or applicable law; or (iv) Third-Party Products, Third-Party Content, or Customer-provided content or data.

If the Service or Software becomes, or in Company's reasonable opinion is likely to become, the subject of an infringement claim, Company may, at its option and expense: (A) procure the right for Customer to continue using the Service or Software; (B) modify or replace the affected portion so that it becomes non-infringing without materially reducing functionality; or (C) terminate the affected Service and provide a prorated refund of any prepaid fees for the terminated portion of the applicable subscription term.

Indemnification by Customer

Customer shall indemnify, defend, and hold harmless Company and its officers, employees, licensors, and agents from and against any third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising from: (i) Customer's use of the Service in violation of this Agreement or applicable law or (ii) Customer's gross negligence, willful misconduct, or infringement of a third party's rights.

Company shall promptly notify Customer of any such claim and provide reasonable cooperation, at Customer's expense, in the defense of the claim. Customer shall not settle any claim that imposes liability or obligations on Company without Company's prior written consent, not to be unreasonably withheld.

This Section shall survive termination or expiration of the Agreement

11. Limitation of Liability.

To the fullest extent permitted by applicable law, neither party shall be liable to the other party for any indirect, incidental, consequential, special, exemplary, or punitive damages, or for any loss of profits, revenues, business opportunities, goodwill, or anticipated savings, arising out of or related to this Agreement or the use of the Service or Software, even if advised of the possibility of such damages.

Except for: (i) a party's indemnification obligations; (ii) damages arising from a party's gross negligence, willful misconduct, or fraud; (iii) Customer's payment obligations; or (iv) either party's breach of its confidentiality obligations or violation of the other party's intellectual property rights, each party's total cumulative liability arising out of or related to this Agreement, whether in contract, tort (including negligence), or otherwise, shall not exceed the total fees paid or payable by Customer to Company under this Agreement during the twelve (12) months preceding the event giving rise to the claim.

Company does not warrant or guarantee that the Service will be uninterrupted or error-free at all times and shall not be responsible for delays, interruptions, or failures caused by third-party systems, internet service providers, force majeure events, or Customer's misuse of the

Service. However, nothing in this Agreement shall limit either party's liability to the extent such limitation is prohibited by applicable law.

The limitations set forth in this Section apply even if any limited remedy fails of its essential purpose and shall survive termination or expiration of this Agreement.

12. Dispute Resolution and Governing Law.

Dispute Resolution. The Parties will escalate disputes to their project managers, then executive team and/or board. If unresolved within fifteen (15) days, either Party may pursue remedies. For material breach, the non-breaching Party shall give written notice and a thirty (30) day cure period (ten (10) days for non-payment). If not cured, the non-breaching Party may terminate for cause according to the Termination for Cause provision of this Agreement.

Governing Law. These Terms will be governed by and construed in accordance with the internal laws the State of California without regard to conflicts rules. Venue and exclusive jurisdiction lie in the state and federal courts in Los Angeles County, California. EACH PARTY WAIVES OBJECTIONS TO VENUE AND JURISDICTION AS SET FORTH HEREIN.

13. If you have any questions about these Terms, please contact LeoSight at info@leosight.com.

Signature



Jim Macedo
Chief Growth Officer
LeoSight™

Countersignature

Countersignature

Date

Printed name

CITY OF COMPTON,
a California municipal corporation

Approved by:

Dated: _____

By: _____
Jim Macedo, Chief Growth Officer
LeoSight

Dated: _____

By: _____
Jerry Groomes, Interim City Manager

Dated: _____

By: _____
Legal Division Representative

ATTEST:

Dated: _____

By: _____
Satra D. Zurita, City Clerk

Questions? Contact me



Jim Macedo
Chief Growth Officer
jmacedo@leosight.com
+12096091433

LeoSight
8350 N. Central Expy
Suite 1900, PMB 3174
Dallas, TX 75206
United States