

**OVERSIGHT BOARD TO THE FORMER
COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF COMPTON
STAFF REPORT**

DATE: JANUARY 21, 2015

TO: THE HONORABLE CHAIR AND BOARD MEMBERS

FROM: EXECUTIVE DIRECTOR

SUBJECT: A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING THE CLOSING OF ESCROW AND CONVEYANCE OF CERTAIN PROPERTIES TO THE WIN PROJECT PURSUANT TO CERTAIN AGREEMENT BETWEEN THE CITY OF COMPTON AND THE WIN PROJECT INC UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) AND SUBMIT SUCH RESOLUTION TO THE CALIFORNIA DEPARTMENT OF FINANCE

SUMMARY

Staff respectfully requests the Board to approve the resolution authorizing the Executive Director to close escrow for disposition of certain City-owned properties to the WIN Project pursuant to the provisions of the federally funded Neighborhood Stabilization Program (NSP) and submit such resolution to the California Department of Finance for its review and approval.

BACKGROUND

Historically, the former Redevelopment Agency of the City of Compton has acted on behalf of the City as the administrator of various federally funded housing programs including the Neighborhood Stabilization Program (NSP). The NSP program provides federal funds for non-profit corporations (Developer Partners) to acquire and rehabilitate foreclosed, vacant, and abandoned properties. Upon rehabilitation, these properties are offered at affordable prices to qualified participants.

In 2010, the City of Compton (City) received an allocation of \$3,242,281 and \$1,436,390 respectively from the U.S. Department of Housing the Neighborhood Stabilization Program (NSP) to use the fund as a vehicle stabilize neighborhoods negatively impacted by foreclosed and abandoned properties.

Pursuant to Resolution No.23464 adopted by the City Council on January 17, 2012, the City Council of the City of Compton (the "City") made an election to serve as the successor agency to the former Community Redevelopment Agency of the City of Compton (the "Former Agency") under Part 1.85 (the "Successor Agency").

STATEMENT OF THE ISSUE

In May 2011, the Successor Agency supervised a purchase and sale transaction on behalf of the City which enabled the City's the Developer Partner (the WIN Project) to utilize portion of the City's NSP funds to acquire and rehabilitate three foreclosed, properties located at 135 E. Caldwell Ave., 110 N. Bradfield Ave., 1404 W. 130th. Street in Compton (see attached).

As indicated, the NSP program is a HUD funded program and does not involve any Agency tax increment funds or bond proceeds for acquisition of any redevelopment properties. However, given that Agency administered the NSP program on behalf of the City, DOF approval is required to enable the Agency to close the escrow on behalf of the City and thereby consummate the sale transaction.

FISCAL IMPACT

There is no negative impact on the City of Compton or any affecting taxing entities resulting from this transaction.

RECOMMENDATION

That the Board adopts the attached resolution directing the Successor Agency to close escrow on certain City-owned properties and cause the conveyance of certain properties to the WIN Project.

DR. KOFI SEFA-BOAKYE
MANAGER

JOHNNY FORD
EXECUTIVE DIRECTOR

**AGREEMENT FOR NSP 1
BETWEEN
THE CITY OF COMPTON
AND
THE WIN PROJECT**

THIS AGREEMENT FOR NEIGHBORHOOD STABILIZATION PROGRAM (NSP 1) REHABILITATION FUNDS ("Agreement") is made this 22nd day of January, 2013, by and between CITYCITYTHE CITY OF COMPTON, a public body, corporate and politic of the State of California, (hereinafter referred to as the "CITY"), and THE WIN PROJECT, a California nonprofit corporation (hereinafter referred to as the "AWARDEE").

WITNESSETH

WHEREAS, the CITY is the recipient of Neighborhood Stabilization Program (NSP 1) funds from the U.S. Department of Housing and Urban Development ("HUD"), including funds that are reserved for use by approved Developer Partners; and

WHEREAS, the AWARDEE has been chosen as a Developer Partner with the CITY for the NSP Program, and has submitted a proposal for use of NSP funds – for an eligible project under NSP (as defined below) regulations;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the exhibits attached hereto, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

A. **CITY** – is hereby defined as the City of Compton, the NSP Program. For the purposes of this Agreement and all administration of NSP funds, the CITY shall act in the execution and fiscal and programmatic control of this Agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the AWARDEE from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.

B. **DIRECTOR** – is hereby defined as the City Manager of the City of Compton or his/her designee.

C. **FEE** – is hereby defined as the amount of money the CITY agrees to pay and which amount the AWARDEE agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this Agreement to complete the WORK as further defined in Section IV - Reimbursement of Expenses hereof.

D. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the AWARDEE as described in this Agreement.

E. **PROJECT** – is defined in Section III – Scope of Work, below.

F. NSP- is hereby defined as the Neighborhood Stabilization Program as described in the Housing and Economic Recovery Act of 2008, Title III Section 2301 (c).

Section II – Term

The AWARDEE expressly agrees to complete all work required by this Agreement in accordance with the timetable described in the attached **Exhibit 1 – Project Implementation Timeline**, which by this reference is incorporated herein as if fully set forth.

In addition, the AWARDEE shall comply with requirements of NSP for the 20-year compliance period commencing from the date of initial occupancy of the PROJECT. During the 20-year NSP compliance period, the AWARDEE will assure continued compliance with NSP requirements. For homebuyer units this includes monitoring units for principal residency and recapture of funds at time of sale. For rental units, this includes ongoing property standards, occupancy and rent limits compliance.

Timely completion of the work specified in this Agreement is an integral and essential part of the AWARDEE's performance hereunder. The expenditure of NSP funds is subject to Federal deadlines and could result in the loss of the Federal funds. **CITY must commit and expend the NSP 1 funds by March 2013.** By the acceptance and execution of this Agreement, it is understood and agreed by the AWARDEE that the PROJECT will be completed as expeditiously as possible and that the AWARDEE will make every effort to ensure that the PROJECT will proceed and will not be delayed. The AWARDEE's failure to meet these deadlines can result in cancellation of this Agreement and the revocation of NSP funds.

The AWARDEE acknowledges that time is of the essence as regards this Agreement. The AWARDEE shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the AWARDEE and its successors and assigns to the PROJECT or any part thereof or any interest therein.

In the event the AWARDEE is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not within the reasonable control of the AWARDEE, the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the AWARDEE to notify the CITY within 15 days in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

The AWARDEE, in close coordination with the CITY, shall take all such action and perform all professional services (collectively, the "WORK") necessary to complete the rehabilitation and occupancy of the following rental projects in full compliance with the terms of this Agreement in strict accordance with the attached **Exhibit 5 – Scope of Work**, which by this reference is hereby incorporated as if fully set forth and maybe modified in writing with the consent of the developer and CITY.

As provided in **Exhibit 5 – Scope of Work**, the AWARDEE will rehabilitate the three (3) subject multi-unit properties in the City of Compton to create stable, affordable rental housing options for people that are low-moderate income.

It is understood that the AWARDEE will provide the CITY a specific working budget and realistic timetable as relates to: construction/rehabilitation, soft costs, development fees and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds, allocate NSP and non-NSP funds to activities or line items, and such other information as may be reasonably requested by the CITY.

The aforementioned Work tasks will be performed in essentially the manner proposed in the AWARDEE's proposal received by the CITY. The aforementioned proposal will be considered to be a part and portion of this Agreement as described in the attached **Exhibit 6 – The WIN Project Pro Forma** which by this reference is incorporated herein as if fully set forth.

Section IV – Reimbursement of Expenses

A. Expenses (excluding any developer fee) for the PROJECT shall be reimbursed by the CITY based on invoices submitted by the AWARDEE for actual expenses incurred or paid. Requests for reimbursement must be submitted by the AWARDEE on forms specified and approved by the CITY, with adequate and proper documentation of eligible costs incurred in compliance with 24 CFR § 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved PROJECT budget. Payment(s) for reimbursements will occur per the CITY'S regular accounting schedule but will not exceed 30 days from date CITY receives requests for payment. Budget revision and approval shall be required prior to reimbursement of any expenses submitted by the AWARDEE not conforming to the approved PROJECT budget.

B. The CITY shall reimburse the AWARDEE, as maximum compensation for project pursuant to the Scope of Work thereof, the sum of Six Hundred Seventy Eight Thousand Five Hundred Forty Five Dollars and Fifty Cents (\$678,545.50) of NSP as follows:

135 E. Caldwell	\$159,912.00
110 N. Bradfield	\$239,904.50
1404 130 th	\$194,931.00
825 S. Aranbe	\$83,798.00

Funds in accordance with the attached **Exhibit 2 – Project Budget**, which by this reference is incorporated herein as if fully set forth.

C. The CITY shall have the right to inspect the AWARDDEE's books and records and PROJECT sites to determine that reimbursement and compensation requests are reasonable. The CITY may withhold payment of any reimbursement or compensation request submitted by the AWARDDEE hereunder until adequate documentation has been provided and reviewed by the CITY.

D. The AWARDDEE may submit a final invoice upon completion of the Work. Final reimbursement shall be made within 30 days after the CITY has determined that all services have been rendered, files and documentation delivered, and units have been placed in service in full compliance with NSP regulations, including submission of a completion report and documentation of eligible occupancy, property standards and long-term use restrictions.

E. The CITY shall have the right to review and audit all records of the AWARDDEE pertaining to any payment of the NSP funds by the CITY hereunder. The AWARDDEE shall maintain such records for a period of five years after completion of the Work.

Section V – Project Requirements

The AWARDDEE agrees to comply with all requirements of the Housing and Economic Recovery Act of 2008, Title III Sec. 2301 (c) and HOME Program as stated in 24 CFR Part 92, including but not limited to the following.

A. No funds may be committed to an NSP activity or project before the completion of the environmental review and approval of the request for release of funds and related certification, except as authorized by 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify or cancel the PROJECT.

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the CITY of a release of funds from HUD under 24 CFR Part 58.

Further, the AWARDDEE will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance by the CITY and release of funds from HUD, and acknowledges that the violation of this provision may result in the denial of any funds under the Agreement.

B. The NSP funds advanced by the CITY to the AWARDDEE hereunder for the PROJECT will be secured by a note and deed of trust, and in the case of a rental project, a deed covenant as required by 24 CFR Part 92. The AWARDDEE acknowledges and agrees HUD regulations provide that NSP-assisted rental housing units for the PROJECT must meet, among other things, certain affordability requirements for not less than the applicable period specified therein. The AWARDDEE further acknowledges and agrees that these affordability requirements must be imposed by deed restrictions, covenants running with the land, or other mechanisms approved by HUD. In compliance with HUD regulations, and as a material inducement to the CITY to enter into this Agreement, the AWARDDEE will execute and deliver, in recordable form, the attached.

Exhibit 7 - Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions) and by this reference incorporated herein as if fully set forth, and the AWARDDEE agrees to cause this Agreement Containing Covenants Affecting Real Property (Including Rental Restrictions) to be recorded by the County Recorder of Los Angeles County in the deed records upon the close of escrow for the AWARDDEE's acquisition of the PROJECT.

C. The AWARDDEE will ensure that any expenditure of NSP funds will be in compliance with the requirements at 24 CFR § 92.206, and acknowledges that NSP funds will only be provided as reimbursement for eligible costs incurred, including actual expenditures or invoices for work completed.

D. If the PROJECT is to be owner-occupied, the AWARDDEE will ensure that all NSP assisted units will be in compliance with 24 CFR § 92.254, including documenting that the property is eligible under 24 CFR § 92.254(a)(1) – (2), and will maintain compliance during the minimum compliance period. (If the property also contains a rental unit assisted with NSP funds, the AWARDDEE will ensure that occupancy complies with the requirements of 24 CFR § 92.254(a)(6).) If the PROJECT is to be rental, the AWARDDEE will ensure that that PROJECT is eligible under 24 CFR § 92.214, and that it will meet the applicable standards of 24 CFR §§ 92.252 – 253 at occupancy and for the minimum compliance period as provided in attached

Exhibit 3 – NSP Rent Restrictions, which by this reference is incorporated herein as if fully set forth.

E. The AWARDDEE represents and warrants that the designated NSP-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR § 92.252 (rental) or 92.254 (owner-occupied), as applicable, for the entire 25-year compliance period. The AWARDDEE shall collect and maintain PROJECT beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female Headed Households in order to determine low- and moderate-income benefit in a cumulative and individual manner. Income documentation shall be in a form consistent with NSP requirements as stated in the HUD Technical Guide for Determining Income and Allowances Under the HOME Program as set forth in attached **Exhibit 4 – HUD Incomes**, which by this reference is incorporated herein as if fully set forth.

F. In the selection of occupants for PROJECT units, the AWARDDEE shall comply with all nondiscrimination requirements of 24 CFR § 92.350. If the PROJECT consists of 5 or more units, the AWARDDEE will implement affirmative marketing procedures as required by 24 CFR § 92.351. Such procedures must be submitted to CITY for approval prior to engaging in any such marketing.

G. If the PROJECT is occupied upon execution of this Agreement, the AWARDDEE will comply with the relocation requirements of 24 CFR § 92.353.

H. The AWARDDEE shall assure compliance with 24 CFR § 92.251 as relates to Property Standards and Housing Quality Standards (HQS), Accessibility Standards under 24 CFR §

92.251(a)(3), as may be applicable, and Lead Based Paint Requirements as found in 24 CFR § 92.355 and 24 CFR Part 35.

I. If the PROJECT is to be owner-occupied, the AWARDEE shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR § 92.254 and that the AWARDEE will monitor each unit for principal residency (under 24 CFR § 92.254(a)(3)) and resale/recapture (under 24 CFR § 92.254 (a)(4) – (5)).

J. The AWARDEE will promptly provide any documentation requested by the CITY regarding matching requirements to document the type and amount of match contributions for the PROJECT for purposes of the NSP program.

K. If the PROJECT under this Agreement involves the construction or rehabilitation of 12 or more NSP-assisted units, the AWARDEE shall comply with the provisions of the Davis-Bacon Act (40 U.S.C. 276 a to a - 7) as supplemented by CITY of Labor regulations (29 CFR Part 5), as amended.

L. If the PROJECT is sold through a lease-purchase agreement, the AWARDEE will ensure compliance with 24 CFR § 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 599B.

M. The AWARDEE will be monitored by the CITY for compliance with the regulations of 24 CFR § 92.508 for the 20-year compliance period specified in Section II above. The AWARDEE will provide reports and access to project files as requested by the CITY during the pendency of the PROJECT and for five (5) years after completion and closeout of this Agreement. For rental housing projects, records may be retained for five years after the PROJECT completion date; except that records of individual tenant income verifications, PROJECT rents and PROJECT inspections must be retained for the most recent five-year period, until five years after the affordability period terminates.

Section VI – Repayment of Loan

A. All NSP funds are subject to repayment by the AWARDEE in the event the AWARDEE fails to comply with or the PROJECT does not meet the requirements of this Agreement.

B. The AWARDEE acknowledges and agrees that upon the completion of the PROJECT, any NSP funds reserved but not expended by the AWARDEE under this Agreement will revert to the CITY.

C. The NSP funds are provided as a deferred loan for the 20 year affordability, at which time the loan will be forgiven by the CITY. In addition, NSP funds shall be reduced by One Twentieth (1/20) of its original amount (i.e., the sum of \$33,927.28) for each year that the AWARDEE operated the Property in compliance with this Agreement. The adjustment described in this paragraph shall occur on July 1 of each calendar year starting upon the completion of the PROJECT. If the PROJECT is sold by the AWARDEE and ownership is transferred or refinanced to a third party the NSP funds shall become immediately due and payable. Sale of the

property to another party during such 20-year period may occur only with the prior written approval of the CITY, and the third party purchaser shall agree to assume all obligations of the AWARDEE under this Agreement, the note and mortgage, and the deed covenants. Provisions in those documents will provide for the extinguishment of the requirements of this Agreement only in the event of a third-party foreclosure or deed in lieu of foreclosure.

Section VII – Procurement Standards

The AWARDEE shall establish procurement procedures to ensure that materials and services for the PROJECT are and will be obtained in a cost-effective manner. When procuring for services to be provided under this Agreement, the AWARDEE shall comply at a minimum with the nonprofit procurement standards at 24 CFR §§ 84.40 - 84.48.

In addition, the AWARDEE acknowledges that if the AWARDEE can be considered to be a religious organization then the AWARDEE shall abide by all portions of 24 CFR § 92.257.

Section VIII – Conflict of Interest Provisions

The AWARDEE warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner or degree with the performance of its services hereunder. The AWARDEE further warrants and covenants that in the performance of this Agreement, no person having such conflict of interest shall be employed by the AWARDEE.

The AWARDEE acknowledges that NSP conflict of interest provisions, as stated in 24 CFR § 92.356, apply to the award of any contracts under this Agreement and the selection of tenant households to occupy NSP-assisted units.

The AWARDEE further acknowledges that no employee, agent, consultant, elected official, or appointed official of the AWARDEE may obtain a financial interest or unit benefits from a NSP-assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition includes the following:

1. Any interest in any contract, subcontract or agreement with respect to a NSP-assisted project or program administered by the AWARDEE, or the proceeds thereunder; or
2. Any unit benefits or financial assistance associated with NSP projects or programs administered by the AWARDEE, including:
 - a. Occupancy of a rental housing unit in a NSP-assisted rental project;
 - b. Receipt of NSP tenant-based rental assistance;
 - c. Purchase or occupancy of a homebuyer unit in a NSP -assisted project;
 - d. Receipt of NSP homebuyer acquisition assistance; or
 - e. Receipt of NSP owner-occupied rehabilitation assistance.

This prohibition does not apply to an employee or agent of the AWARDEE who occupies a NSP-assisted unit as the on-site project manager or maintenance worker.

In addition, no Member of Congress of the United States, official or employee of HUD, or official or employee of the CITY shall be permitted to receive or share any financial or unit benefits arising from the NSP-assisted project or program.

Prior to the implementation of the NSP -assisted activity, exceptions to these provisions may be requested by the AWARDEE in writing to the CITY. The AWARDEE must demonstrate and certify that the policies and procedures adopted for the activity will ensure fair treatment of all parties, and that the covered persons referenced in this policy will have no inside information or undue influence regarding the award of contracts or benefits of the NSP assistance. The CITY may grant exceptions or forward the requests to HUD as permitted by 24 CFR §§ 92.356, 85.36 and 84.42, as may be applicable.

Section IX – CITY Responsibilities

The CITY shall furnish the AWARDEE with the following services and information from existing CITY records and CITY files:

A. The CITY shall provide to the AWARDEE information regarding its requirements for the PROJECT.

B. The CITY will provide the AWARDEE with any changes in NSP regulations or program limits that affect the PROJECT, including but not limited to income limits, property value limits and rent limits.

C. The CITY will conduct progress inspections of work completed to protect its interests as lender and regulatory authority for the PROJECT, and will provide information to the AWARDEE regarding any progress inspections or monitoring to assist it in ensuring compliance.

The CITY's review and approval of the WORK will relate only to overall compliance with the general requirements of this Agreement and NSP regulations, and all CITY regulations and ordinances.

Nothing contained herein shall relieve the AWARDEE of any responsibility as provided under this Agreement.

Section X – Equal Employment Opportunity

During the performance of this Agreement, the AWARDEE agrees as follows:

A. The AWARDEE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The AWARDEE will take affirmative action to ensure the applicants are considered for employment, and that employees are treated

during employment, without regard to their race, color, religion, sex or national origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The AWARDEE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer of the CITY setting forth the provisions of this nondiscrimination clause.

B. The AWARDEE will, in all solicitations or advertisements for employees placed by or on behalf of the AWARDEE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

C. The AWARDEE will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the CITY's contracting officer, advising the labor union or worker's representative of the AWARDEE's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The AWARDEE will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

E. The AWARDEE will furnish to the CITY all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the CITY and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations; and order.

F. In the event the AWARDEE is found by the CITY to be in noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the AWARDEE may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the U.S. Secretary of Labor or as otherwise provided by law.

G. The AWARDEE will include the provisions of paragraphs (A) through (G) of this Section XI in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The AWARDEE will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the AWARDEE becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the CITY, the AWARDEE may request the United States to enter into such litigation to protect the interest of the United States.

Section XI – Labor, Training & Business Opportunity

The AWARDEE agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

A. The AWARDEE acknowledges that the WORK to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u, as well as any and all applicable amendments thereto. The AWARDEE further acknowledges that such Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low- and moderate-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

B. The AWARDEE shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the U.S. Secretary of Housing and Urban Development as set forth in Title 24 of the Code of Federal Regulations as well as any and all applicable amendments thereto prior to the execution of this Agreement or during the term of this Agreement. The AWARDEE certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.

C. The AWARDEE will include this Section 3 clause in every subcontract for work in connection with the PROJECT and will, at the direction of the CITY, take appropriate action against the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the U.S. Secretary of Housing and Urban Development, in Title 24 of the Code of Federal Regulations. The AWARDEE will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under Title 24 of the Code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

D. The AWARDEE acknowledges and agrees that compliance with the provisions of Section 3, the regulations set forth in Title 24 of the Code of Federal Regulations and all applicable rules and orders of HUD issued thereunder prior to the execution of this Agreement shall be a condition precedent to federal financial assistance being provided by the CITY to the PROJECT as well as a continuing condition, binding upon the AWARDEE, its successors, and assigns. The AWARDEE's failure to fulfill these requirements shall subject the AWARDEE, its contractors and subcontractors, its successors and assigns to those sanctions specified by Title 24 of the Code of Federal Regulations as well as with any and all applicable amendments thereto.

Section XII – Compliance with Federal, State & Local Laws

The AWARDEE covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the state, local and federal governments, and all amendments

thereto, including, but not limited to: Title 8 of the Civil Rights Act of 1968, P.L. 90-284; Executive Order 11063 on Equal Opportunity and Housing; Section 3 of the Housing and Urban Development Act of 1968; Housing and Community Development Act of 1974; as well as all requirements set forth in 24 CFR Part 92 of the Home Investment Partnership Program (HOME) and Neighborhood Stabilization Program (NSP).

The AWARDEE agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection CITY regulations (40 CFR Part 15).

The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of this section in every non-exempt subcontract in excess of \$100,000. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

Section XIII – Suspension & Termination

In accordance with 24 CFR § 85.43, suspension or termination may occur if the AWARDEE materially fails to comply with any term of the award, and that the award may be terminated for convenience in accordance with 24 CFR § 85.44.

If, through any cause, the AWARDEE shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the AWARDEE shall violate any of the covenants, agreements, or stipulations of this Agreement, the CITY shall thereupon have the right to terminate this Agreement upon not less than five (5) days written notice to the AWARDEE of such termination specifying the effective date thereof. In such event, the AWARDEE shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the AWARDEE shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement by the AWARDEE and the CITY may withhold any payments to the AWARDEE for the purpose of setoff until such time as the exact amount of damages due the CITY from the AWARDEE is determined whether by court of competent jurisdiction or otherwise.

Section XIV – Termination for Convenience of the CITY

The CITY may terminate this Agreement for its convenience at any time by giving at least thirty (30) days' notice in writing to the AWARDEE. If the Agreement is terminated by the CITY, as provided herein, the CITY will reimburse the AWARDEE for any actual and approved expenses incurred, including those costs involved in terminating the contracts and shutting down the work as of the date of notice, and the AWARDEE will be paid as a FEE an amount which bears the same ratio to the total compensation as the services actually performed bear to the total service of the AWARDEE covered by this Agreement, less payments of compensation previously made. Claims and disputes between the parties will be resolved by binding arbitration held in accordance with the rules of the Judicial Arbitration and Mediation Services, Inc. (JAMS) with

the venue for such arbitration to be in Los Angeles County. Any award or judgment rendered pursuant to such arbitration may be entered in any court in Los Angeles County having jurisdiction thereof.

Section XV – Default-Loss of Grant Funds

If the AWARDDEE fails in any manner to fully perform and carry out any of the terms, covenants, and conditions of this Agreement, and more particularly if the AWARDDEE refuses or fails to proceed with the work with such diligence as will ensure its completion within the time fixed by the schedule set forth in **Exhibit 1 – Project Implementation Timeline** of this Agreement, the AWARDDEE shall be in default under this Agreement. If, upon written notice of default given by the CITY to the AWARDDEE, the AWARDDEE fails to cure such default within such time as may be required by such notice, the CITY, acting by and through the CITY, may terminate and cancel this Agreement upon not less than ten (10) days' notice.

In the event of such termination, all grant funds awarded to the AWARDDEE for the PROJECT pursuant to this Agreement shall be immediately revoked and any approvals related to the PROJECT shall be deemed revoked and canceled immediately without further notice. In such event, the AWARDDEE acknowledges and agrees that the AWARDDEE will no longer be entitled to receive any compensation for work undertaken after the date of the termination of this Agreement.

Such termination shall not affect or terminate any of the rights of the CITY as against the AWARDDEE then existing, or which may thereafter accrue because of such default, and the foregoing provision shall be in addition to all other rights and remedies available to the CITY under law and the note and deed of trust (if in effect), including but not limited to a cause of action for specific performance to compel the AWARDDEE to complete the PROJECT in accordance with the terms of this Agreement, in a court of equity.

Section XVI – Reporting Responsibilities

The AWARDDEE agrees to submit report(s) required by HUD or the CITY to the CITY in a timely manner.

The CITY will send the AWARDDEE one reminder notice if the report(s) has not been received within fourteen (14) days after the due date. If the AWARDDEE has not submitted a report fourteen (14) days after the date on the reminder notice, the CITY will have the option to terminate this Agreement. In addition, the AWARDDEE agrees to provide the CITY information as required to determine program eligibility and financial records pertinent to the PROJECT.

Section XVII – Inspection, Monitoring & Access to Records

The CITY shall have the right to inspect, monitor, and observe work and services performed by the AWARDDEE at the PROJECT at any and all reasonable times upon not less than 24 hours' notice.

The CITY shall have the right to audit the records of the AWARDEE any time during the performance of this Agreement and for a period of five years after final payment is made under this Agreement.

If required, the AWARDEE must provide the CITY with a certified audit of the AWARDEE's records representing the Fiscal Year during which the PROJECT becomes complete whenever the FEE amount listed in SECTION VII equals or exceeds \$300,000, pursuant to the requirements of OMB Circular A-133.

The CITY, HUD, the Comptroller General of the United States, or any of their duly authorized representatives or agents, shall have right to inspect any books, documents, papers, and electronic records of the AWARDEE or its contractors, wherever located, which are directly pertinent to the PROJECT for the purpose of making audit, examination, copies, excerpts, and transcriptions as provided under this Agreement.

Section XVIII - Insurance

Without limiting the AWARDEE'S indemnification of the CITY, AWARDEE shall provide and maintain at its own expense, and require any of its subconsultants and subcontractors to maintain, during the term of this Agreement the following program(s) of insurance covering its operations as applicable hereunder in this Agreement.

Such insurance shall be provided by insurer(s) satisfactory to the City's Risk Manager. A certificate of insurance, including endorsement page(s), shall be delivered to the CITY at the time of AWARDEE'S execution of this Agreement. Such evidence 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. AWARDEE shall provide at least ten (10) day notice of any non-payment of premium(s). Failure on the part of the AWARDEE to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.

All insurance required hereunder shall not call on the CITY'S programs for contributions. Program(s) of insurance shall include:

(1) *General Liability:* A program, including but not limited to commercial or comprehensive general liability, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence.

(2) *Workers' Compensation:* A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the AWARDEE, and risks to such persons under this Agreement.

Such comprehensive general liability of insurance shall name the CITY as "an additional insured" party. AWARDEE shall be required to provide the CITY with certified copies of the

current Certificates of Insurance and the Policy Endorsement Pages at the time of execution of this Agreement. Certificates of Insurance and Endorsement Pages must also include the AWARDEE'S name as the insured party.

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

AWARDEE shall ensure any and all subconsultants hired or used by the AWARDEE performing services under this Agreement meet the insurance requirements of this Agreement.

Section XXIX -- General Conditions

A. All notice or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, by any reputable overnight courier service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; if by reputable overnight courier, on the day of delivery; or, if by registered mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY:

AWARDEE:

**Dr. Kofi Sefa-Boakye, Director
The Successor Agency to the Community
Redevelopment Agency
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Phone: (310) 605-5511**

**Regina Young, Executive Director
The WIN Project
2945 Westwood Boulevard
Los Angeles, CA 90064**

B. Title and paragraph headings are merely for convenience and are not a part of this Agreement.

C. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any exhibits, the terms in this Agreement shall control.

D. No waiver or breach of any provision of this Agreement shall constitute a waiver of a subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

E. This Agreement shall be construed under and enforced according to the laws of the State of California.

F. Should any provisions, paragraphs, sentences, words, or phrases contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of California or under any rule or ordinance of the CITY, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

G. The AWARDEE shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. 874) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 3, as amended.

H. The AWARDEE shall comply with the provisions of sections 103 and 107 of the Contract Work Hours and Safety Standard Act (40 U.S.C. 327-330) and the regulations promulgated by the U.S. Department of Labor in 29 CFR Part 5, as amended.

I. The AWARDEE further warrants and agrees to include or cause to be included the criteria and requirements of paragraphs (G) through (H) of this Section XIX in every nonexempt subcontract. The AWARDEE also agrees to take such action as the federal, state or local government may direct to enforce aforesaid provisions.

J. The obligations undertaken by AWARDEE pursuant to this Agreement shall not be delegated or assigned to any other person or CITY unless the CITY shall first consent to the performance or assignment of such service or any part thereof by another person or CITY.

K. Subject to the provisions of paragraph (J) above, this Agreement shall be binding upon the parties hereto, their heirs, executors, legal representative, successors and assigns.

L. The AWARDEE agrees to indemnify, hold harmless and defend the CITY (with counsel selected by the CITY) and its elected officials, officers, and employees from and against any and all claims, actions, losses, damages, or liabilities arising from the AWARDEE's acts, errors or omissions in connection with the AWARDEE's performance or obligations under this Agreement and for any costs or expenses, including reasonable attorney fees and costs, incurred by the CITY on account of any such claims, actions, losses, damages or liabilities. The AWARDEE shall promptly notify the CITY in writing of the occurrence of any such claims, actions, losses, damages, or liabilities.

M. The AWARDEE and its employees and agents shall be deemed to be independent contractors, and not agents or employees of the CITY, and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded classified or unclassified employee; further they shall not be deemed entitled to State Compensation benefits as an employee of the CITY.

N. The AWARDEE, at its own expense and 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 AWARDEE.

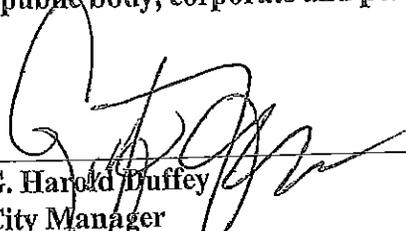
Upon execution of this Agreement, the AWARDDEE shall show evidence of a City of Compton Business License permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

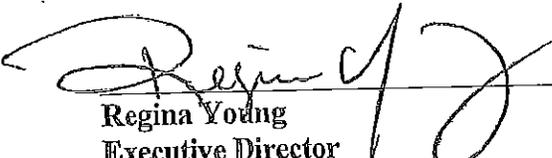
O. Funding for this Agreement is contingent on the availability of funds from HUD under the HOME program and continued authorization for such activities is subject to amendment or termination due to lack of funds, or re-authorization, reduction of funds, and/or change in regulations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

The City of Compton,
a public body, corporate and politic

The WIN Project,
a California non-profit organization


G. Harold Duffey
City Manager


Regina Young
Executive Director

ATTEST:


Alita Godwin, City Clerk
1888



(SEAL)

APPROVED AS TO FORM:

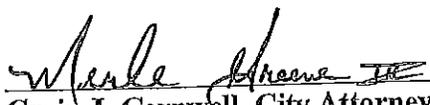
for  (3/7/13)
Craig J. Cornwell, City Attorney

EXHIBIT 1

PROJECT IMPLEMENTATION TIMELINE
(Subject to change with CITY approval)

Action	Date
1. AWARDEE shall commence Rehabilitation of the subject properties.	Within 20 days following contract approval and signature
2. AWARDEE shall complete the rehabilitation of the property.	Within 120 days of commencing the rehabilitation of the property.
3. Issuance of Certificate of Completion.	Final Certificate of Completion to be issued within forty-five (45) days of completion of construction.
4. Rental Lease-up	Within 20 days following completion of construction.
5. Compliance Monitoring	Will occur annually

EXHIBIT 2

PROJECT BUDGET

The maximum amount of NSP Funds that the CITY will be paying for AWARDEE's acquisition and rehabilitation of the PROPERTIES will not exceed of Six Hundred Seventy Eight Thousand Five Hundred Forty Five Dollars and Fifty Cents (\$678,545.50).

Funds will be provided in the form of a forgivable deferred loan for development of the PROJECT. NSP funds shall be reduced by One Twentieth (1/20) of its original amount (i.e., the sum of \$33,927.28) for each year that the AWARDEE operated the Property in compliance with this Agreement. The adjustment described in this paragraph shall occur on July 1 of each calendar year starting upon the completion of the PROJECT.

As a material condition and inducement to the CITY's agreement hereunder to contribute the maximum NSP funds in the amount of \$678,545.50 for the PROJECT, the AWARDEE, The WIN Project, shall contribute the sum of Two Hundred Thousand Dollars (\$200,000.00) toward the rehabilitation and development costs of the PROJECT [\$50,000 per project].

EXHIBIT 3

HOME RENT RESTRICTIONS

*Los Angeles-Long Beach SMSA, CA

	Efficiency	1-BR	2-BR	3-BR	4-BR
50% Low Monthly HOME Rent:	\$747	\$801	\$961	\$1110	\$1238
65% High Monthly HOME Rent:	\$951	\$1021	\$1227	\$1409	\$1553

The CITY's current applicable Utility Allowance must be subtracted from the low HOME rent in order to determine the actual maximum rent unless the owner pays for all utilities.

Effective June 2012 (updated annually by HUD)

***2012 HOME rents held at last year's level**

EXHIBIT 4

HUD INCOME LIMITS

As of 06/2012 (updated annually by HUD)

Los Angeles County, California										
FY 2012 Income Limit Area	Median Income	FY 2012 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Los Angeles County	\$64,800	Very Low (50%) Income Limits	\$29,550	\$33,750	\$37,950	\$42,150	\$45,550	\$48,900	\$52,300	\$55,650
		Extremely Low (30%) Income Limits	\$17,750	\$20,250	\$22,800	\$25,300	\$27,350	\$29,350	\$31,400	\$33,400
		Low (80%) Income Limits	\$47,250	\$54,000	\$60,750	\$67,450	\$72,850	\$78,250	\$83,650	\$89,050

EXHIBIT 5

SCOPE OF WORK

Project Definition

Rehabilitation

The list of properties below comprises the City-owned multi-unit properties to be rehabilitated by the developer, and subsequently rented to low-income residents.

1. 135 E. Caldwell Ave., Compton CA (Four-plex)
2. 110 N. Bradfield Ave., Compton, CA (Four-plex)
3. 1404 W. 130th St., Compton CA (Tri-plex)

One single family residence will also be rehabilitated and re-sold to an income-eligible first-time homebuyer, which is located at 825 South Aranbe Ave., Compton CA (SFR).

AWARDEE will provide the necessary rehabilitation to ensure that the form and function of each unit supports the residents and meets local housing codes.

These projects will produce 11 affordable rental units and one (1) for-sale ownership unit for a minimum of **20** years.

See attached rehabilitation work scopes for each individual project

EXHIBIT 6

**The WIN Project PRO FORMA
(July 2012)**

See attached Construction/Bid Estimates and Proposal for the rental aspects/property management.

EXHIBIT 7

AGREEMENT CONTAINING COVENANTS AFFECTING REAL PROPERTY
[INCLUDING RENTAL RESTRICTIONS]

The Affordability covenants will be submitted to the CITY and Buyer of the each property during the opening of escrow for each property & buyer. All covenants will be executed prior to the close of escrow and recorded with the Los Angeles County Recorder's Office after the close of escrow.

SOUTH LA DEVELOPMENT GROUP, INC.

1626 CENTINELA AVE., SUITE 20

INGLEWOOD, CA 90302

TEL: 310-560-4636 STATE LIC.# 756251

Address	110-114 N. BRADFIELD		
Phone No.			
Description	Materials	Labor	Total
TEMPORARY UTILITIES AND LIABILITY INSURANCE			\$ 2,000.00
BUILDING PERMIT REQUIRED			\$ 2,100.00
ASBESTOS REMEDIATION			\$ 2,500.00
LEAD ABATEMENT			\$ 7,500.00
SITE WORK GENERAL EXTERIOR			\$ 5,000.00
TERMITE REPAIR			\$ 5,200.00
WROUGHT IRON FENCE	\$ 1,500.00	\$ 600.00	\$ 2,100.00
SIX FOOT WOODEN FENCE	\$ 1,800.00	\$ 800.00	\$ 2,600.00
LANDSCAPING AND IRRIGATION	\$ 3,000.00	\$ 1,200.00	\$ 4,200.00
ROOF REPAIRS AND GARAGE	\$ 6,000.00	\$ 2,500.00	\$ 8,500.00
GUTTERS AND DOWN SPOUT	\$ 600.00	\$ 225.00	\$ 825.00
CONCRETE DEMOLITION	\$ 1,800.00	\$ 1,200.00	\$ 3,000.00
CONCRETE WORK	\$ 2,300.00	\$ 1,200.00	\$ 3,500.00
MISC. CARPENTRY	\$ 1,000.00	\$ 500.00	\$ 1,500.00
FOUNDATION VENTS AND ACCESS PANELS	\$ 400.00	\$ 200.00	\$ 600.00
SECURITY DOORS	\$ 1,800.00	\$ 1,200.00	\$ 3,000.00
INTERIOR DOORS	\$ 1,500.00	\$ 800.00	\$ 2,300.00
ENTRY DOORS	\$ 2,000.00	\$ 800.00	\$ 2,800.00
ELECTRICAL 100 AMP PANEL	\$ 3,400.00	\$ 1,800.00	\$ 5,200.00
STUCCO SANDBLASTING AND COLOR COAT	\$ 5,000.00	\$ 2,000.00	\$ 7,000.00
EXTERIOR PAINT AND TRIM	\$ 2,500.00	\$ 1,000.00	\$ 3,500.00
PLUMBING	\$ 5,800.00	\$ 2,500.00	\$ 8,300.00
WATER HEATERS	\$ 3,200.00	\$ 1,200.00	\$ 4,400.00
BASEBOARDS	\$ 1,000.00	\$ 800.00	\$ 1,800.00
CLOSET POLES AND SHELVING	\$ 2,000.00	\$ 200.00	\$ 2,200.00
ELECTRICAL LIGHT FIXTURES, INTERIOR	\$ 900.00	\$ 300.00	\$ 1,200.00
ELECTRICAL LIGHT FIXTURES, EXTERIOR	\$ 1,200.00	\$ 300.00	\$ 1,500.00
DRYWALL REPAIR SKIM COAT	\$ 3,600.00	\$ 2,400.00	\$ 6,000.00
INTERIOR PAINT AND TRIM	\$ 3,500.00	\$ 2,500.00	\$ 6,000.00
FLOORS	\$ 3,500.00	\$ 1,500.00	\$ 5,000.00
FILES	\$ 4,000.00	\$ 800.00	\$ 4,800.00
CARPETING	\$ 3,600.00	\$ 1,400.00	\$ 5,000.00
LANDING RAILS	\$ 1,200.00	\$ 400.00	\$ 1,600.00
WINDOWS/SCREENS	\$ 7,500.00	\$ 3,000.00	\$ 10,500.00
GARAGE DOORS	\$ 3,200.00	\$ 1,600.00	\$ 4,800.00
INSULATION, INTERIOR	\$ 3,000.00	\$ 1,500.00	\$ 4,500.00
WALL HEATERS	\$ 2,400.00	\$ 1,000.00	\$ 3,400.00
RE-WIRE ENTIRE STRUCTURE	\$ 6,000.00	\$ 2,000.00	\$ 8,000.00

PLUMBING AND OUTLETS	\$ 600.00	\$ 250.00	\$ 850.00
CABINETS	\$ 8,000.00	\$ 3,200.00	\$ 11,200.00
COUNTERTOPS	\$ 4,000.00	\$ 2,000.00	\$ 6,000.00
VANITY CABINETS, BATH	\$ 2,800.00	\$ 500.00	\$ 3,300.00
MEDICINE CABINET AND MIRROR	\$ 800.00	\$ 200.00	\$ 1,000.00
TUB/SHOWER ENCLOSURE	\$ 1,400.00	\$ 600.00	\$ 2,000.00
KITCHEN SINK, FAUCET, GARBAGE DISPOSAL	\$ 1,400.00	\$ 600.00	\$ 2,000.00
BATHROOM FIXTURES	\$ 600.00	\$ 400.00	\$ 1,000.00
TOILET AND TUB REPLACEMENT (NEW)	\$ 2,200.00	\$ 500.00	\$ 2,700.00
BATHROOM CERAMIC TILE	\$ 3,000.00	\$ 800.00	\$ 3,800.00
GAS RANGE	\$ 2,800.00	\$ 600.00	\$ 3,400.00
RANGE HOOD AND EXHAUST	\$ 900.00	\$ 500.00	\$ 1,400.00
HARDWARE FOR DOORS	\$ 520.00	\$ 200.00	\$ 720.00
CARPENTRY FRAMING (WOOD MEMBERS)	\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
TREE REMOVAL	\$ 6,000.00	\$ 1,500.00	\$ 7,500.00
STAIR-WELL REPAIRS	\$ 2,000.00	\$ 1,200.00	\$ 3,200.00
PAINT HALLWAYS	\$ 1,000.00	\$ 500.00	\$ 1,500.00
HANDRAILS	\$ 600.00	\$ 300.00	\$ 900.00
INTERIOR GARAGE REPAIRS	\$ 1,000.00	\$ 1,200.00	\$ 2,200.00
EXTERIOR CEMENT STAIRS AND LANDING	5,600	\$ 1,500.00	\$ 7,100.00
SUB-TOTAL			\$ 218,095.00
Contractor 10% (Ten-Per Cent)			\$ 21,809.50
TOTAL			\$ 239,904.50

cost per unit

59,976.00

South LA Development Group, Inc.
1626 Centinela Ave., suite 20
Inglewood, CA 90302
Tel: (310) 560-4636
License# 756251

Property Address 135 E. Caldwell

propoal submitted to: The Win Project

Description	Total
Roofing Pitched Roof (Replacement)	\$ 11,000.00
Termite and Pest Control Work	\$ 3,000.00
Balcony Repairs (Masonite)	\$ 4,200.00
Stucco Repairs (Including Garage and Underneath Balcony	\$ 6,000.00
Ceiling Patch	\$ 1,200.00
Counter-top granite (Replacement)	\$ 6,000.00
Electric GFCI (Replacement)	\$ 1,600.00
Facia (Replace)	\$ 1,700.00
Electrical rewire and service up grade	\$ 9,000.00
Paint Apartment Units (Interior)	\$ 6,000.00
Paint Stucco and Trim	\$ 1,800.00
Paint Stairs and Railing	\$ 500.00
Plumbing (Re-glaze Bath Tubs)	\$ 1,400.00
wall heaters new gas	\$ 3,200.00
Cabinet Vanity w/Sink and Faucet (Replace)	\$ 3,800.00
Hardware Medicine Cabinet 24" (Replace)	\$ 600.00
Hardware Bath Toilet Paper, Towel Bars	\$ 800.00
Fence Paint worugh iron. Install wood fence rear	\$ 2,500.00
demo, .haul away trash	\$ 3,000.00
Doors, Interior	\$ 2,600.00
copper repipe all units to main line	\$ 8,000.00
Windows	\$ 9,500.00
Floor-Carpet/bedrooms	\$ 2,800.00
Floor-Tiles/ living rooms,kitchen	\$ 7,600.00
Cabinets, kitchen	\$ 7,800.00
Permits and Related Items	\$ 1,200.00
Smoke Detector	\$ 900.00
Lighting and Fixtures/interior	\$ 1,600.00
Hardware for Sink and Faucet	\$ 1,450.00
Exterior Door Security and Hardware	\$ 1,600.00
Closet pole and Rack/Shelf	\$ 550.00
Water Heaters	\$ 4,000.00
Install Gas Line	\$ 6,800.00
Ceramic Tiles at bath room floor & tub enclosure	\$ 6,000.00
Range-Gas	\$ 3,200.00
Exterior Light	\$ 1,875.00
Landscaping	\$ 2,000.00
Exterior Doors	\$ 2,200.00
Range-Hood	\$ 600.00
Bathroom Exhaust Fans	\$ 1,600.00
Mirrors Medicine Cabinets	\$ 600.00
Garbage Disposal	\$ 600.00

Parking Space Repairs
Perimeter Building Maintenance

\$ 1,500.00
\$ 1,500.00

Contractor 10% (Ten-Per Cent)

\$ 145,375.00
\$ 14,537.00

Grand Total

cost per unit \$39,978

\$ 159,912.00

South LA Development Group, Inc.

State License#756251

Owner			Today's Date		
Address	1404 130th St		Due Date		
Phone No.					
Spec No.	Description	Quantity	Materials	Labor	Total
275	Roofing Pitched Roof (Replacement)		\$ 7,500.00	\$ 6,500.00	\$ 14,000.00
420	Termite and Pest Control Work		N/A	N/A	\$ -
400	Stucco Repairs (Including Garage)		\$ 6,000.00	\$ 5,000.00	\$ 11,000.00
disc	Ceiling Patch/Drywall		\$ 3,100.00	\$ 1,100.00	\$ 4,200.00
12	Counter-top (Replacement)		\$ 2,600.00	\$ 2,800.00	\$ 5,400.00
12	Electric GFCI (Replacement)		\$ 800.00	\$ 800.00	\$ 1,600.00
00	Facia (Replace)		\$ 500.00	\$ 1,200.00	\$ 1,700.00
59	Electric Junction Box (Water Heaters)		\$ 240.00	\$ 480.00	\$ 720.00
103	Paint 3 Units (Interior)		\$ 2,000.00	\$ 5,000.00	\$ 7,000.00
118	Paint and Trim (Exterior)		\$ 1,800.00	\$ 1,000.00	\$ 2,800.00
117	Stairs and Railing- Repair 2 Units		\$ 1,500.00	\$ 1,000.00	\$ 2,500.00
187	(Replace Bath Tubs)		\$ 800.00	\$ 1,600.00	\$ 2,400.00
208	Plumbing Toilets (Replace 5)		\$ 1,200.00	\$ 1,200.00	\$ 2,400.00
79	Cabinet Vanity w/Sink and Faucet (Replace)3 Units		\$ 3,000.00	\$ 2,400.00	\$ 5,400.00
51	Hardware Bath Toilet Paper, Towel Bars		\$ 800.00	\$ 400.00	\$ 1,200.00
15	Fence/gate		\$ 2,100.00	\$ 400.00	\$ 2,500.00
11	Debris Rehabilitation		\$ 1,500.00	\$ 1,500.00	\$ 3,000.00
64	Doors, Interior		\$ 1,540.00	\$ 1,750.00	\$ 3,290.00
61	Electric, Maintenance Service (3 Units)		\$ 4,500.00	\$ 3,000.00	\$ 7,500.00
540	Window		\$ 6,500.00	\$ 2,000.00	\$ 8,500.00
42	Floor-Carpet		\$ 3,400.00	\$ 1,200.00	\$ 4,600.00
51	Floor-Tiles		\$ 3,800.00	\$ 2,000.00	\$ 5,800.00
77/481	Cabinet Base and wall		\$ 6,000.00	\$ 2,000.00	\$ 8,000.00
I/A	Permits and Related Items		\$ 2,200.00	\$ -	\$ 2,200.00
75	Smoke Detector		\$ 600.00	\$ 300.00	\$ 900.00
49	Lighting and Fixtures (Interior)		\$ 1,800.00	\$ 800.00	\$ 2,600.00
79(a)	Plumbing fixtures (kitchen and bathrooms)		\$ 2,000.00	\$ 500.00	\$ 2,500.00
38	Exterior Door Security and Hardware		\$ 1,100.00	\$ 500.00	\$ 1,600.00
30	Closet pole and Rack/Shelf		\$ 1,200.00	\$ 1,500.00	\$ 2,700.00
disc	Air Units		\$ 8,000.00	\$ 2,000.00	\$ 10,000.00
234	Water Heater		\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
176/844	Ceramic Tiles and Bath		\$ 4,000.00	\$ 1,500.00	\$ 5,500.00
15A	Range-Gas (3 Unit)		\$ 3,000.00	\$ 200.00	\$ 3,200.00
72	Exterior Light		\$ 1,500.00	\$ 800.00	\$ 2,300.00
560	Landscaping (Cut and Sod) Plants		\$ 2,000.00	\$ 1,500.00	\$ 3,500.00
53	Exterior Doors		\$ 3,000.00	\$ 600.00	\$ 3,600.00
14	Range-Hood		\$ 600.00	\$ 200.00	\$ 800.00

825 S. Aranbe, Comp' , CA

PROPOSAL

To: The Win Project

Date: 10-15-12

Project address: 825 so. Aranbe, Compton, CA

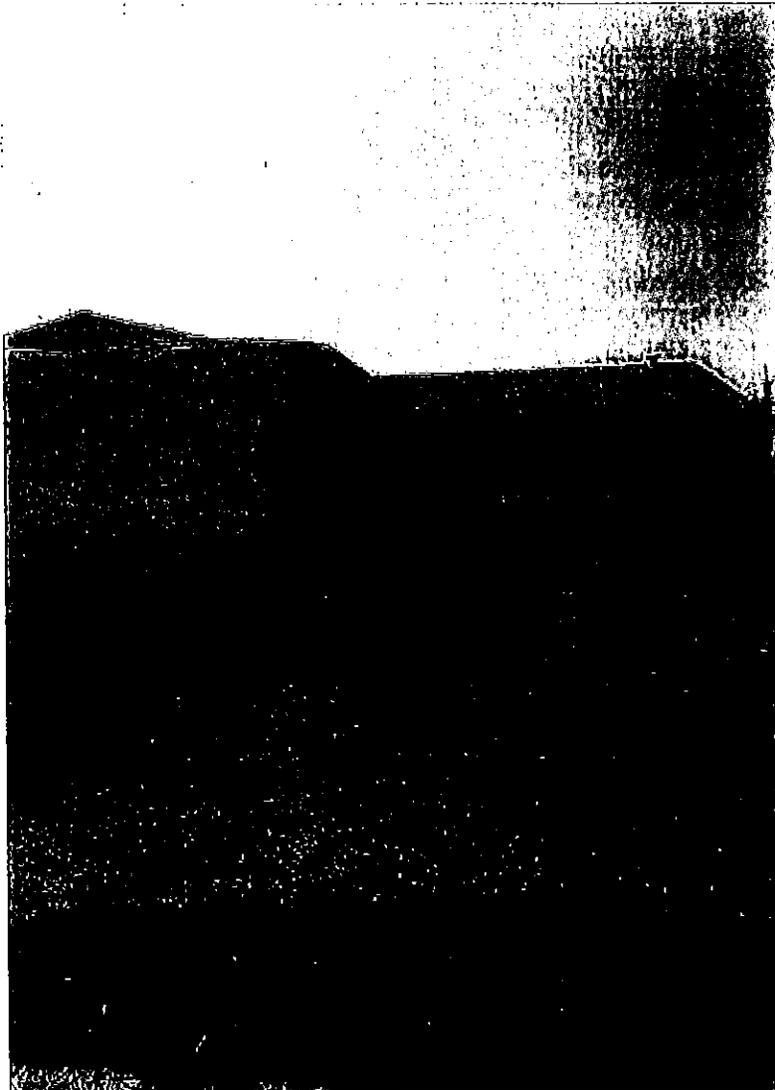
General Contractor: South LA Development Group, Inc.

1626 Centinela Ave., Suite 20

Inglewood, CA 90302

State lic#756251

Delilah Antolini Tel: (310) 560-4636



NOTE: A permit must be obtained for any items requiring a permit by any and all jurisdictions. Each line item below must be filled in for this bid to be valid. Line items are not to be grouped together. Each line item is subject to deletion as necessary to fit in the project budget. Any questions about the individual line item should be directed to the homeowner and should be addressed before bid submission. By submitting this bid contractor certifies an understanding of each specification line item as intended by spec writer.

Suggestions for more efficient use of funds with equal satisfactory results are welcome but should be submitted on a separate sheet complete with price for completion. Suggestions submitted by the contractor do not relieve the contractor from the responsibility of filling out this entire scope of work completely.

All materials used on this project will be of moderate expense. Substandard materials are not acceptable and materials that meet only the minimum standards may be subject to replacement or cost adjustment. All installed materials that are visible shall have homeowner approval before installation. It is strongly recommended that contractor have homeowner sign brochure next to sample, or sign retail or manufacture proposal for all homeowner approvals.

1. ROOF

Remove and dispose of all roofing down to sheathing. Inspect and replace any/all-damaged sheathing with new plywood (approx. 160 Sq. Ft.). Install a layer of 30# felt over entire roof with a "bleeder" layer down any/all valleys, and a full lap of felt across valley from both directions. Install a new 30-year dimensional, Class A fire rated composition shingle (*elk or Equal*) roof to current U.B.C. Code Chapter 15 and manufactures standards. Include new drip edge and flashing. Price shall include new jacks, edge-metal, vent caps, and two (2) 24" metal dormer vents. Paint ALL pipes, vents, and fascia if new drip-edge does not fully cover existing paint, no bare wood is to be exposed when complete. Roof jacks to be painted to match the new roof color, wood to be primed and painted to match color of existing wood as closely as possible.

\$6,500

2. Install new fascia board all around. 1,800

3. ELECTRICAL; SERVICE UPGRADE

Provide and install new 200 amp panel provide an appropriate weather head. Coordinate with SCE for location of meter and for connecting to pole. Add any additional outlets and switches necessary to meet current code. All outlets within 6' of a water source are to be GFCI outlets. Patch any/all holes created in walls as a result of this line item, and match the existing surrounding surfaces as closely as possible. Any and all materials for a complete installation of new wiring to be provided and installed by the contractor, including any upgrades to the system, grounding considerations, etc. All materials and installation of all materials to be according to all applicable current codes. \$3,500

4. PAINT exterior trim

Prep (after lead based paint has been cleared where applicable) all wood trim and siding and any all metal trim, and or security screen door surfaces on house, garage, and patio covers (including but not limited to; fascia, eaves, exterior side of doors and door jambs, posts, gates, or both sides of fences facing the street, awnings and any architectural elements etc.) to remove all loose and peeling paint and debris. Protect all openings to building from water penetration into structure(s) and let dry completely prior to patch and repair. Remove/Replace all damaged decayed woods and replace with new wood to match size/dimension as close as possible. Nail all loose wood trims and repair as necessary, ready for paint. Prime and seal all wood surfaces using Dunn Edwards or equal primer and apply two coats paint over all surfaces using Dunn-Edwards or equal semi-gloss enamel paint. Screen doors are to be painted white, and ensure the wholes are not plugged. Ensure a full and even coverage over all wood surfaces.

\$1,800

5 COLOR COAT

Remove all removable exterior attachments, such as downspouts, shutters, building numbers, cable runs etc., to allow for unobstructed sandblasting and for a complete coverage with new stucco behind removable surfaces. Protect all openings to building from water penetration into structure(s). Wet sandblast all stucco surfaces to remove all loose and crumbling stucco. Remove all stucco from excessively damaged areas and install new lathe where necessary, and apply new scratch, brown and texture coat. Sandblast to a depth that will ensure all crumbling stucco surfaces will be removed. Apply brown coat if necessary to achieve desired thickness and a consistently even surface over all areas. When properly cured, apply a 3/8" stucco color coat over entire stucco area. Reinstall all removed attachments after painting of building is complete Contractor to ensure a full and even coverage over all surfaces. \$4,900

6 INTERIOR PAINT / DRY WALL REPAIR/ACOUSTIC
CEILING REMOVE/REPLACE

Remove acoustic ceiling found throughout the house. Patch and prep all walls and ceilings found throughout interior of the house. Replace drywall in some areas as necessary. Caulk all gaps, patch all holes and replace any large areas of damage with new drywall. Retexture any patched areas to match existing surrounding walls or ceilings. Provide trim or finish for all areas where trim is missing and match trim or consult with owner for an alternative. Paint all interior walls, doors (new doors to be primed first), trim, etc., and ceilings with washable low VOC latex semi-gloss enamel paint (Dunn-Edwards or equal). Ensure an even coverage \$4,800

7 Crown and base moldings

Install new crown and base moldings throughout \$2,200

8 ENTRY DOOR fiberglass sunburst

Remove and dispose of the existing front entry door. Rework opening if necessary and provide and install a new fiberglass clad door in same location. New door to be sunburst to be complete with new weather strip, hinges, knob, thumb-latch deadbolt, strike plate, fish eye type peephole, and aluminum door shoe. New door to be mounted plumb, and to open and close freely and latch securely. Installation to be according to manufacture specification.

\$600

9 INTERIOR DOORS and knobs

Remove and dispose of all existing hollow core doors found throughout house. Provide and install new hollow core 6 panel doors with new hinges, knobs, and strike-plate. Prime and paint all sides of doors and ensure no holidays will occur. Owner to approve of color before application of paint (obtain signed approval from owner). Installation of new doors to be according to manufacture specification. Ensure new doors open and close freely and latch securely. Ensure an even reveal around entire door.

\$ 1,200

10 Copper re-pipe

Provide and install new copper piping for hot and cold water lines And new main line.

\$4,700

11 LIGHTING -Interior and exterior

Provide and install new light fixtures in the living room, bedrooms, bathrooms and kitchen. Install new exterior light at front and security light at rear of property. New fixtures to have an energy star rating and first set of bulbs are to be supplied with fluorescent bulbs.

\$1,800

12 CABINETS AND COUNTERTOPS

Remove and dispose of the existing upper and lower cabinets and countertops, and sink and faucet found in the kitchen including the entire pantry. Clean up walls behind all the cabinets and ensure all walls (and floors if necessary) are patched and a clean working surface is provided. Provide and install new oak cabinets

Provide and install granite countertop and backsplash (extended to bottom of cabinets). Provide and install new Delta or equal water sense faucet. Installation to be according to manufacturer's specifications.

\$6,400

13 GARBAGE DISPOSAL

Remove and dispose of the existing garbage disposal in both units. Provide and install a new Badger or equal, 1/2 HP garbage disposals. Installation to be according to manufacture And current code specification.

\$350

14 Kitchen sink (stain-less steel)

Remove and dispose of the existing sink and faucet located in the kitchen. Provide and install a new 2-pan stainless steel sink and new faucet (Delta or equal). New sink to fit the existing opening. Any damage to countertop as a result of this line item is to be repaired by the contractor. Provide and install new under-sink plumbing including flex lines, angle stops, and drain assembly. Installation to be according to manufacture and current code specification.

\$600

BATHROOMS

TUB AND SURROUND tile

- 15 Remove and dispose of the existing tub and tub surround in the bathrooms. Provide and install a new tub and tile surround in the same location. New tub to be steel with baked on enamel. Provide an even substrate for the placement of new tile (install Hardi-backer board or equal). Ensure surround is plumb when installed and fir out wall if necessary for a complete installation. Measure space to ensure each tiles are installed even and symmetrical. Caulk all corners and connections to wall and tub and ensure a full seal. Provide and install a pressure/temperature balancing shower valve. Provide and install a new glass enclosure tub/shower valves (replace diverter if necessary), showerhead. All materials and installation of all materials are to be installed according to any and all applicable current code and manufacture specifications.
- \$4,600

16 SINK AND CABINET

Remove and dispose of the existing sink, countertop, and cabinet in bathroom#2. Provide and install new oak cabinets. Ensure adequate distance from the toilets. Provide and install a new Hardi-backer board and new tile countertops. Measure the entire tops and install tile so that cuts are made symmetrical at all edges. Trim countertops with a bull-nose drip-edge and a 4" backsplash. Ensure grout is applied evenly and is fully sealed when complete. Provide a new sink and faucet (Delta or equal). Reconnect plumbing and ensure proper operation of all components. Owner to approve of all products and material before installation (obtain signed approval from owner). . All materials and installation of all materials to be according to current code and manufacture specification.

\$ 900

17 TOILETS

Remove and dispose of the existing toilets in both bathrooms. Provide and install a new American Standard or equal toilet in the same location. Installation of new toilet to include consideration of proper separation from walls, tub and/or cabinet fixture. Include new flush kit, wax ring, and bolts. Installation to be according to manufacture specification and current code. \$600

18 Install new wall heater:

Install new 35,000 Btu wall heaters with new vent system. 1,500

INSTALL LAMINATE FLOORING

19

Remove and dispose of the existing flooring in the living room and hallways and bedrooms. Replace only damaged areas of sub-floor with new wood of equal dimension of that removed, and prep all above listed areas for new laminate flooring. Provide and install a new laminate floor surface over the same areas including transitions from laminate floors to adjoining floors in other rooms, baseboards, or 1/4" round around all perimeters if the existing baseboards are not removed. Ensure a flat even and consistent surface and provide finish as called for by manufacture. Installation to be according to manufacture specification.

5,800

20 TILE FLOOR

Remove and dispose of the existing tile floor in the kitchen and bathrooms. Float floors as necessary to ensure even and flat surface when complete. Provide and install new tile and grout over entire floor surface. Ensure all courses are even and consistent and measure floors before installation to ensure cut pieces are kept to a minimum, and to ensure any cut pieces are in a location that is the least noticeable. All materials and installation of all materials are to be installed according to manufacture specifications.

\$ 3,500

21 INSTALL RANGE/HOOD 980

22 Install new dish washer 800

23 Install foundation vent screens 450

24 LANDSCAPE
Install sprinkler at front.
Install sod and landscape 2,400

25 Water heater:
Remove and dispose of the existing water heater. Install new water heater with new vent system. Insulate and strap. All material and installation of all materials to be according to current code and manufacture specification. 1,400

26	Remove and haul away to approve site all construction waste. Recycle all recyclables	2,600
27.	Grade sub-area to legal depth. Correct foundation and Surrounding area for proper drainage	9,500

Total-----\$76,180

o/p 10% 7,618

Total 83,798

Regina Young-The Win Project

Date

Contractor Info:

Contractor Name: South LA Development Group, Inc.

Address: 1626 Centinela Blvd. Ste#20, Inglewood, CA 90302

Telephone Number: Delilah Antolini (310) 560-4636

License Number: 756251 Taxpayer ID 95-465-3880

825 S. Aranbe, Compton, CA

We propose to perform the labor and supply the materials for the items indicated on the work write-up for the sum of \$83,798

NOTE: It is the responsibility of the contractor to obtain the necessary permits from the City of Compton Building and Safety Department.

Signature of Contractor

Date

BUSINESS LICENSE CERTIFICATE

Date Issued : 01/22/2013
Expiration Date : 01/31/2014

BUSINESS LICENSE NUMBER
13000249

This business is categorized as:
GENERAL CONTRACTOR

Business Address . . . : 1626 CENTINELA AVENUE SUITE 20; INGLEWOOD
Business Owner : SOUTH LA DEVELOPMENT GROUP INC
Business Name : SOUTH LA DEVELOPMENT GROUP INC
Phone Number : 310-417-3979

Mailing Address . . . : SOUTH LA DEVELOPMENT GROUP INC
1626 CENTINELA AVENUE SUITE 20
INGLEWOOD, CA 90302

THIS CERTIFICATE IS NOT TRANSFERABLE - POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

SOUTH94

OP ID: BP

DATE (MM/DD/YYYY)

02/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Brokers of Sacramento Inc. P. O. Box 619043 Lic #0H38004 Roseville, CA 95661-9043	916-630-8643 800-783-0083	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED South LA Development Group, Inc. 1626 Centinela Ave., Suite 20 Inglewood, CA 90302		INSURER A: Tower Select Insurance Company	44300
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	CGLCT0100913	01/06/13	01/06/14	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCC002935600	06/01/12	06/01/13	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Compton, their officials, officers and employees are included as Additional Insured under the Commercial General Liability policy per endorsement CG9 20 03 07 08, subject to a written contract between the Named Insured and the Additional Insured. Endorsement attached. **Subject to company approval.

CERTIFICATE HOLDER**CANCELLATION**

CITYOFC

City of Compton
 205 South Willow Brooks Avenue
 Compton, CA 90220

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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BLANKET ADDITIONAL INSUREDS - OWNERS, LESEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Policy Number: CGLCT0100913	Endorsement Effective: 2/25/13
Name Insured South LA Development Group, Inc.	Countersigned By:

SCHEDULE

Name of Person or Organization: City of Compton, their officials, officers and employees
Location:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an Insured the person or organization shown in the Schedule, but only to the extent that the person or organization shown in the Schedule is held liable for your acts or omissions arising out of your ongoing operations performed for that Insured.

B. With respect to the insurance afforded to these additional Insured(s), the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The words "you" and "your" refer to the Named Insured shown in the Declarations.

D. "Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

Primary Wording

If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional Insured(s) shall be excess of the insurance afforded to the named Insured and shall not contribute to it.

Waiver of Subrogation

If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional Insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.



CERTIFICATE OF LIABILITY INSURANCE

SOUTH94 OP ID: EW

DATE (MM/DD/YYYY)

06/05/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Powers and Company Insurance Agents and Brokers P. O. Box 619043 Lic #0H38004 Roseville, CA 95661-9043	916-630-8643	CONTACT NAME:	
	800-783-0083	PHONE (A/C, No., Ext):	FAX (A/C, No.):
E-MAIL ADDRESS:			
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Tower Select Insurance Company	44300
INSURED South LA Development Group, Inc 1626 Centinela Ave., Suite 20 Inglewood, CA 90302	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	POLICY PRO-JECT LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCC002935600	06/01/12	06/01/13	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)		N/A				E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance. RE: License number 756251

CERTIFICATE HOLDER

CANCELLATION

CSLBBBB

Contractors State License Board
Fax: 916-255-4148
P.O Box 26000
Sacramento, CA 95826

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 23,589

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
2 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
3 THE WIN PROJECT AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD
4 STABILIZATION PROGRAM (NSP 1 & 3)

4 WHEREAS, the City of Compton (City) has received an allocation of \$3,242,281 and
5 \$1,436,390 respectively from the U.S. Department of Housing and Urban Development (HUD)
6 under the Neighborhood Stabilization Program (NSP 1 & NSP 3), to stabilize neighborhoods
7 negatively impacted by foreclosed and abandoned properties; and

7 WHEREAS, the Neighborhood Stabilization Program provides funds to local
8 governments to stabilize their respective neighborhoods by acquiring and redeveloping
9 foreclosed, vacant, and abandoned properties that have become eyesores in the community and
10 are driving down neighboring property values. Upon rehabilitation, these homes are offered at
11 affordable prices to qualified homebuyers; and

10 WHEREAS, the NSP guidelines include provisions that recommend that the Agency
11 enter into agreements with experienced for-profit and/or non-profit housing development
12 organizations as partners ("Developer Partners") to enhance the efforts of the Agency to
13 implement the NSP program; and

13 WHEREAS, the Agency released a Request for Qualifications (RFQ) to solicit proposals
14 from qualified companies and non-profit agencies with extensive experience in real estate
15 rehabilitation, management and estate financing. Although HUD does not mandated a specific
16 employment requirement within the NSP program, the Agency's RFQ emphasizes importance of
17 recruiting and utilizing local residents, organizations that work with ex-offenders, and all
18 vendors; and

17 WHEREAS, the WIN project was approved in May 2011, by the City Council, as a
18 Community Housing and Development Organization (CHDO), there proposal also allowed for
19 their approval as a Developer Partner under the NSP program; and

19 WHEREAS, Agency staff had desired to first allow the WIN project to successfully
20 complete a CHDO project before they were awarded any NSP programs funds. At this time, the
21 WIN project has completed a successfully completed a CHDO project located a 501 N. Hillford
22 Avenue in the City of Compton and Agency staff has determined that the WIN Project also
23 meets the requirements to become a Developer Partner under the NSP program; and

23 WHEREAS, the City of Compton only has one approved NSP Program Developer
24 Partner, ANR Industries. However, both the WIN Project and ANR Industries is currently
25 working with other municipalities in a similar role under NSP program; and, as such, they are
26 familiar with the NSP regulations.

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

27 Section 1. The City Manager is authorized to enter into an agreement with The WIN
28 Project to provide for the purchase, demolition, rehabilitation and reconstruction of foreclosed
29 properties under the Neighborhood Stabilization Program (NSP) within the City of Compton.

30 Section 2. There is no fiscal impact to the City's General Fund for the approval of
31 this agreement. The NSP program is funded by the U.S. Department of Housing and Urban
32 Development (HUD) and does not require the City to contribute any matching funds to this
33 grant. Currently, the Agency has \$1,436,390 of NSP funds available under account number
34 #1675-91-0000-4262, 4770 and 4771.

Section 3. That the Mayor shall sign and the Clerk shall attest to the adoption of this
35 resolution.

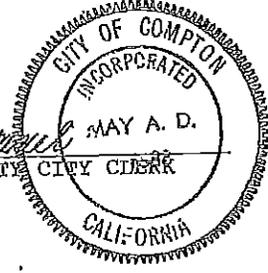
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ADOPTED this 24th day of July 2012.

Eric J. Perrodin
MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

Alita Godwin
CHIEF DEPUTY CITY CLERK


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

I, Alita Godwin, Clerk of the City Council of the City of Compton, hereby certify that the foregoing resolution was adopted by the Commission, signed by the Chairman, and attested by the Clerk at the regular meeting thereof held on the 24th day of July, 2012.

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

AYES: COUNCILMEMBERS - Zurita, Dobson, Arceneaux, Jones; Perrodin
NOES: COUNCILMEMBERS - None
ABSENT: COUNCILMEMBERS - None
ABSTAIN: COUNCILMEMBERS - None

CLERK OF THE CITY OF COMPTON
Alita Godwin
CHIEF DEPUTY CITY CLERK


RESOLUTION NO. 23,589

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
2 AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH
3 THE WIN PROJECT AS A DEVELOPER PARTNER FOR THE NEIGHBORHOOD
STABILIZATION PROGRAM (NSP 1 & 3)

4 WHEREAS, the City of Compton (City) has received an allocation of \$3,242,281 and
5 \$1,436,390 respectively from the U.S. Department of Housing and Urban Development (HUD)
6 under the Neighborhood Stabilization Program (NSP 1 & NSP 3) to stabilize neighborhoods
negatively impacted by foreclosed and abandoned properties; and

7 WHEREAS, the Neighborhood Stabilization Program provides funds to local
8 governments to stabilize their respective neighborhoods by acquiring and redeveloping
9 foreclosed, vacant, and abandoned properties that have become eyesores in the community and
are driving down neighboring property values. Upon rehabilitation, these homes are offered at
affordable prices to qualified homebuyers; and

10 WHEREAS, the NSP guidelines include provisions that recommend that the Agency
11 enter into agreements with experienced for-profit and/or non-profit housing development
12 organizations as partners ("Developer Partners") to enhance the efforts of the Agency to
implement the NSP program; and

13 WHEREAS, the Agency released a Request for Qualifications (RFQ) to solicit proposals
14 from qualified companies and non-profit agencies with extensive experience in real estate
15 rehabilitation, management and estate financing. Although HUD does not mandated a specific
16 employment requirement within the NSP program, the Agency's RFQ emphasizes importance of
recruiting and utilizing local residents, organizations that work with ex-offenders, and all
vendors; and

17 WHEREAS, the WIN project was approved in May 2011, by the City Council, as a
18 Community Housing and Development Organization (CHDO), there proposal also allowed for
19 their approval as a Developer Partner under the NSP program; and

20 WHEREAS, Agency staff had desired to first allow the WIN project to successfully
21 complete a CHDO project before they were awarded any NSP programs funds. At this time, the
22 WIN project has completed a successfully completed a CHDO project located a 501 N. Hillford
Avenue in the City of Compton and Agency staff has determined that the WIN Project also
meets the requirements to become a Developer Partner under the NSP program; and

23 WHEREAS, the City of Compton only has one approved NSP Program Developer
24 Partner, ANR Industries. However, both the WIN Project and ANR Industries is currently
25 working with other municipalities in a similar role under NSP program; and, as such, they are
familiar with the NSP regulations.

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

28 Section 1. The City Manager is authorized to enter into an agreement with The WIN
29 Project to provide for the purchase, demolition, rehabilitation and reconstruction of foreclosed
properties under the Neighborhood Stabilization Program (NSP) within the City of Compton.

30 Section 2. There is no fiscal impact to the City's General Fund for the approval of
31 this agreement. The NSP program is funded by the U.S. Department of Housing and Urban
32 Development (HUD) and does not require the City to contribute any matching funds to this
grant. Currently, the Agency has \$1,436,390 of NSP funds available under account number
#1675-91-0000-4262, 4770 and 4771.

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

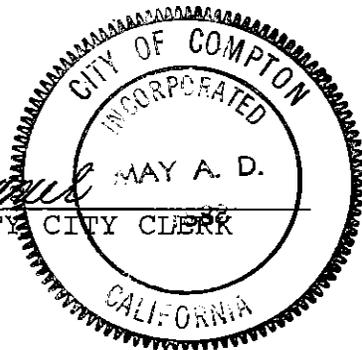
ADOPTED this 24th day of July 2012.

Eric J Perrodin
MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

Alita Godwin
CHIEF DEPUTY CITY CLERK



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

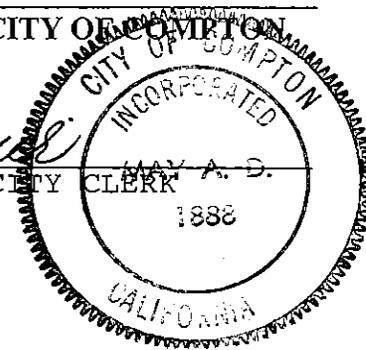
I, Alita Godwin, Clerk of the City Council of the City of Compton, hereby certify that the foregoing resolution was adopted by the Commission, signed by the Chairman, and attested by the Clerk at the regular meeting thereof held on the 24th day of July, 2012.

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

- AYES: COUNCILMEMBERS - Zurita, Dobson, Arceneaux, Jones, Perrodin
- NOES: COUNCILMEMBERS - None
- ABSENT: COUNCILMEMBERS - None
- ABSTAIN: COUNCILMEMBERS - None

CLERK OF THE CITY OF COMPTON

Alita Godwin
CHIEF DEPUTY CITY CLERK



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RESOLUTION NO. _____

A RESOLUTION OF THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE EXECUTIVE SECRETARY TO CLOSE THE ESCROW AND CONVEY CERTAIN CITY-OWNED PROPERTIES TO THE WIN PROJECT PURSUANT TO CERTAIN AGREEMENT BETWEEN THE CITY OF COMPTON AND THE WIN PROJECT INC UNDER THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP) AND SUBMIT SUCH RESOLUTION TO THE CALIFORNIA DEPARTMENT OF FINANCE

WHEREAS, AB X1 26 and AB 1484 made certain changes to the Community Redevelopment Law (Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code), including adding Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) (“Part 1.85”); and.

WHEREAS, the City Council of the City of Compton (the “City”) made an election to serve as the successor agency for the Community Redevelopment Agency of the City of Compton (the “Former Agency”) under Part 1.85 (the “Successor Agency”);and

WHEREAS, historically, the former Redevelopment Agency of the City of Compton has acted on behalf of the City as the administrator of various federally funded housing programs including the Neighborhood Stabilization Program (NSP).; and

WHEREAS, the City of Compton received an allocation of \$3,242,281 and \$1,436,390 respectively from the U.S. Department of Housing and Urban Development (HUD) under the Neighborhood Stabilization Program (NSP) to stabilize neighborhoods negatively impacted by foreclosed and abandoned properties; and

WHEREAS, under the program, participating cities allocate funds to non-profit corporations (Developer Partners) to acquire and redevelop foreclosed, vacant, and abandoned properties. Upon rehabilitation, these homes are offered at affordable prices to qualified households; and

WHEREAS, in accordance with the NSP program the Successor Agency, acting on behalf of the City, entered into agreement with the WIN Project (Developer Partners) in May 2011, directing the Developer Partner to utilize portion of the HUD funds to acquire and rehabilitate identified foreclosed, vacant, and abandoned properties for subsequent sale/rental at affordable levels to qualified households; and

WHEREAS, the WIN Project has utilized portion of the NSP funds to acquire and rehabilitate certain parcels located at 135 E. Caldwell Ave., 110 N. Bradfield Ave., Compton, 1404 W. 130th. Street, Compton; and

WHEREAS, the NSP program is HUD funded and does not involve any Agency tax increment funds or bond proceeds to acquire any property; and

WHEREAS, the Successor Agency desires to close the escrow established under the NSP program and thereby convey the subject properties to WIN Project pursuant to the terms of agreement; and

WHEREAS, DOF approval is required to enable the Agency to close the escrow and thereby consummate the sale transaction on behalf of the City.

NOW, THEREFORE, THE OVERSIGHT BOARD TO THE SUCCESSOR AGENCY OF THE CITY OF COMPTON HEREBY FINDS, DETERMINES, RESOLVE, AND ORDERS AS FOLLOWS:

SECTION 1. That the Oversight Board for the Successor Agency adopt a resolution directing the Successor Agency to close the escrow, and convey property to WIN Project pursuant to the provisions of the NSP program and submit such resolution to the California Department of Finance for its review and approval.

SECTION 2. That the officers and staff of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

ADOPTED this ____ day of _____, 2015.

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

ATTEST:

**ESTEVAN PADILLA, SECRETARY TO
THE OVERSIGHT BOARD TO THE
SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Estevan Padilla, Secretary to the Oversight Board to the Successor Agency to the Community Redevelopment Agency of the City of Compton, hereby certify that the foregoing resolution was adopted by the Board, signed by the Chairperson, and attested by the Secretary at the regular meeting thereof held on the _____ day of January, 2015.

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

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

**ESTEVAN PADILLA, SECRETARY TO
THE OVERSIGHT BOARD TO THE
SUCCESSOR AGENCY TO THE
COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF COMPTON**