

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

**COMPTON CITY COUNCIL
AGENDA
02/11/2020
5:30 PM**

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

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

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

CLOSED SESSION – 4:30 p.m.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Contreras v. City of Compton, USDC Case No. 2:19-cv-00280-CAS-AFM

City of Compton v. Macias Gini & O'Connell LLP, OCSC Case No. 30-2018-01012165-CU-PN-CJC

Compton Unified School District v. City of Compton (Luis Tejeda; 313 W. Alondra Blvd.) - 19 STCV 36475

Compton Unified School District v. City of Compton (Melanie Berry; 301 W. Alondra Blvd.) - 19 STCV 36420

Pursuant to California Government Code Section 54956.9 (a)

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JANUARY 21, 2020

CITY MANAGER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF PROJECT MANAGER

RECREATION DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR WATERLINE TECHNOLOGIES, INC. TO PURCHASE CHEMICALS FOR THE GONZALES PARK AQUATIC CENTER (\$5,000.00)

REGULAR AGENDA

CITY MANAGER'S REPORT

4. A REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR MEMORIAL SERVICES FOR MARY CLARK TO BE HELD ON FRIDAY, FEBRUARY 14, 2020 (\$625.00) - ACTION ITEM
5. A REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE BURRELL MAC DONALD PARK COMMUNITY CENTER FOR MEMORIAL SERVICES FOR STAHN HASAN TO BE HELD ON WEDNESDAY, FEBRUARY 12, 2020 (\$150.00) ACTION ITEM
6. ORAL REPORT - STREET UPDATE
7. POWER POINT PRESENTATION - CODE ENFORCEMENT DEPARTMENT

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION ACCEPTING A GIFT OF THE INSTALLATION OF BASEBALL FIELD IMPROVEMENTS AT JACKIE ROBINSON STADIUM (WITHIN GONZALES PARK) AND ENTER INTO A RIGHT OF ENTRY PERMIT AGREEMENT (\$500,000)
9. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 9-26 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE TO ESTABLISH A SIDEWALK VENDING PROGRAM
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY OF COMPTON MASTER FEE SCHEDULE TO ADD INITIAL APPLICATION, RENEWAL AND STORAGE SIDEWALK VENDING AND COMMERCIAL VEHICLE VENDING PERMIT FEES

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,130, AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, RATIFYING THE FUNDING AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON (\$108,443.53)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENTS' 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS WITHIN THE PROPOSITION A FUND AND ISSUE A PURCHASE ORDER TO CREATIVE BUS SALES IN THE AMOUNT OF \$380,759.01 FOR THE PROCUREMENT OF THREE (3) CLEAN AIR BUSES FOR THE DIAL-A-RIDE AND FIXED TRANSIT SERVICES (\$380,759.01)
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS (\$100,420.87)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 2/18/2020 @ 5:30 PM

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

JANUARY 21, 2020

The Compton City Council meeting was called to order at 5:44 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present: Chambers, McCoy, Sharif, Brown

Council Members Absent: Galvan (*Entered the meeting at 6:09 p.m.*)

Other Officials Present: R. Rugley/D. Brown, A. Godwin, C. Cornwell

INTRODUCTION OF SPECIAL GUESTS

1. ORAL REPORT - VOLUNTEERS OF AMERICA SERVICES UPDATE

Jim Hlawek, Senior Director of Volunteers of America and **Orlando Ward**, Executive Director of Public Affairs for Volunteers of America, introduced their talented team of specialists committed to providing resources to the residents by connecting, building and uplifting communities that empower people. Mr. Hlawek indicated that the VOA is completely dedicated to assisting the residents and further highlighted various programs and services provided by the organization, adding that VOA has 17 programs which have provided over \$15 Million worth of services to the City of Compton; including youth services, housing subsidies, parenting classes, job training and supportive services for re-entry into society as well as other services. Mr. Ward commented that there is currently a homelessness crisis in Los Angeles County and indicated that the VOA wishes to partner with the City to provide vital and necessary services to alleviate homelessness. The VOA team members acknowledged and commended Mr. Craig Henry for his many years of dedicated service and compassion for the Compton community.

Mayor Brown thanked the management team of Volunteers of America for their many years of service to the Compton community. Mayor Brown requested an annual report of all the programs and the population that they serve, as well as a resource guide which may be distributed to the residents of Compton.

Craig Henry, Volunteers of America (VOA), thanked the management team of Volunteers of America, as well as the City Council for allowing him to serve the beautiful Compton community.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. PRESENTATION - 125 HISTORICAL SOCIETY WITH MAYOR AJA BROWN (*Presentation re-scheduled*)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Xavier Franklin, Compton resident, spoke in support of Volunteers of America (VOA), indicating that he was once homeless and the programs offered by the VOA allowed him to become employed and enabled his family to get off the streets and obtain a place to live. Mr. Franklin praised Mr. Craig Henry for his compassion and VOA for embracing him and working to providing valuable programs.

Mr. R. Richard, Compton resident, spoke in support of Mr. Craig Henry and the Volunteers of America. Mr. Richard state that he was living on the streets, and further indicated that Mr. Craig Henry counseled him and helped him in getting his life back on track by assisting him with housing and job training. Mr. Richard further noted that he is currently employed with his own apartment and transportation.

Shelton Carolina, Compton resident, commented that he served time in prison and when he returned home he was introduced to Mr. Craig Henry and VOA. Mr. Carolina indicated that he attended classes and obtained his Cosmetology license and he is proud to say that he is a licensed Barber, has his own home, and possesses everything he needs to be successful in society.

Jackie Venters, Compton resident, thanked the young men who spoke in support of the many wonderful programs offered by the Volunteers of America, adding that many citizens' lives have been improved by attending these programs. Ms. Venters then praised the hard work, dedication and passion exhibited by Craig Henry, who has helped countless individuals, and thanked him for including her in this incredible journey.

Benjamin Holifield, Compton resident, praised Mr. Craig Henry of Volunteers of America for his steadfast commitment to serving the people and improving the lives of everyone. Mr. Holifield stated that he and his wife ran a homeless program in Compton for 14 years. He requested that the City assist the homeless immediately for the safety of the community, and then concluded by repeating his request for monthly reports on the City's finances by the City Controller.

David Irons, Compton resident, commented that there are other resources that exist besides money. Mr. Irons indicated that there must be programs for the mentally ill and urged the City to assist the homeless population as soon as possible.

Maria Villarreal, CEO-Latino Chamber of Commerce, raised concerns regarding the recent shooting which took place near a smoke shop on Greenleaf and Wilmington Avenue. Ms. Villarreal stated that her main concern is that there is a Middle School nearby and the school children are at risk because of the criminal activities in the area. Ms. Villarreal questioned the licensing guidelines for the number of smoke shops in Compton.

Artis Hagios, Compton resident, raised concerns regarding the lack of adequate lighting near Spruce and Tajauta Street, and indicated that he was severely injured when he was hit by a vehicle in the area. Mr. Hagios also indicated that there is a great deal of discarded trash in the area as well.

Sinetta Farley, Compton resident, announced that she has returned to the City of Compton, and would like to continue to make a difference in the lives of the citizens. Ms. Farley urged the Black and Brown communities to set their personal differences aside and work together to improve Compton. Ms. Farley raised concerns about the crowds of people congregating in the area of East Rancho Dominguez watching vehicles racing and performing 'donuts' in the middle of the street. Ms. Farley requested that the Council address the problem for the safety of the community.

Shainna Cato, Specialist for developmentally and physically disabled individuals, spoke on the issue of people with developmental and physical disabilities, and cited that many of these individuals must travel out of the City of Compton to obtain vital resources. Ms. Cato urged the Council to work towards providing inclusionary programs and other social programs for those with physical and mental disabilities, which would allow the residents to find programs that will add value to their lives.

Miller Martin, Compton resident, thanked all those involved with the Unsung Heroes presentation. He also thanked Councilmember Chambers for her assistance with the parking issues in his neighborhood. Mr. Martin raised the potential for a Hip-hop Museum in the City, which would bring revenue and culture to the City of Compton.

Lynn Boone, Compton resident, expressed that Compton is a Charter City and the leaders are the City Council who were elected to represent the voices of the citizens, further asserting that the Mayor's position is ceremonial. Ms. Boone expressed her opinion that the 2020 Census needs to be handled by the County of Los Angeles. Ms. Boone also spoke on the issue of a homeless shelter and noted that the people of the community must be consulted to determine the best site for a shelter.

Mayor Brown informed the community that it is critical that everyone in Compton respond to the 2020 Census. Responding to the 2020 Census is crucial, because an accurate count will determine the amount of government funding the City will receive. Mayor Brown asserted that if everyone is not counted, the City could possibly lose millions of dollars, which are needed to provide vital resources such as funding for housing, education, infrastructure improvements and other social and municipal services.

Joyce Kelly, Compton resident, commented that the City Council is violating the Brown Act by continuing to hold lengthy discussions on non-agenda items. Ms. Kelly thanked Captain Clark for her efforts in locating shelter for the homeless lady camped outside the Council Chambers at a previous meeting. Ms. Kelly questioned how much revenue is being generated from the bus bench and billboard advertisements. Ms. Kelly concluded by commenting on agenda item Number 11 (sale of surplus street sweepers) and questioned the City Council's plans for the money from the sales of the sweepers.

CONSENT AGENDA

APPROVAL OF MINUTES

3. DECEMBER 10, 2019 (*Approved*)
DECEMBER 17, 2019 (*Approved*)

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

4. WARRANT REPORT - DECEMBER 2019 (*Received and filed*)
5. GAMING REPORT - DECEMBER 2019) (*Received and filed*)

On motion by Sharif, seconded by McCoy, the consent agenda was approved by the following vote on roll call:

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

REGULAR AGENDA

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

6. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES
 - a. CHARTER REVIEW APPOINTMENTS

Councilmember Sharif thanked all the residents and citizens who applied to be on this committee, and expressed her sadness that she could only appoint two people to serve on the Charter Review Committee. Ms. Sharif appointed Ernie Gutierrez (Veteran) and Jerry Reed (Teacher) to serve on the Charter Review Committee.

Councilmember McCoy appointed Lavern King and Karen Harris to serve on the Charter Review Committee.

Councilman Galvan appointed Virginia Sanchez and Veronica Mudero to the Charter Review Committee. Councilman Galvan voiced his concern that the City maintain the law mandating that the City Councilmembers are nominated and elected by district.

Councilmember Chambers appointed Dawn Franks to the Charter Review Committee. Ms. Chambers indicated that she will submit her second appointment at the next meeting.

Mayor Brown appointed Bruce Boyden, Legrand Clegg and Yolanda Gomez to the Charter Review Committee.

On motion by McCoy, seconded by Sharif, **Ernie Gutierrez, Jerry Reed, Lavern King, Karen Harris, Virginia Sanchez, Veronica Mudero, Dawn Franks, Bruce Boyden, Legrand Clegg and Yolanda Gomez**, were appointed to the **Charter Review Committee** by the following vote on roll call:

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

b. 2019-2020 FINANCE ADHOC COMMITTEE
APPOINTMENTS

It was moved by Sharif, seconded by Chambers, that **Mayor Aja Brown** and **Emma Sharif** be appointed to the 2019-2020 **AdHoc Committee**. The motion was approved by the following vote on roll call:

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

It was moved by McCoy, seconded by Sharif that Councilman Galvan be appointed as alternate. Councilman Galvan declined. On motion by Chambers, seconded by Galvan, Councilmember Chambers was appointed as an alternate to the AdHoc Committee by the following vote on roll call:

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

7. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS
AND COMMITTEES

GREGORY PITTS JR. - BLOCK CLUB COMMISSION

On motion by McCoy, seconded by Galvan, **Gregory Pitts** was removed from the Block Club Commission by the following vote on roll call:

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

CITY MANAGER'S REPORT

8. A REQUEST TO SET A PUBLIC HEARING TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A PURCHASE SALE AGREEMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE WITH THE OLSON COMPANY TO DEVELOP 30 DETACHED SINGLE-FAMILY RESIDENTIAL UNITS

On motion by McCoy, seconded by Chambers, the public hearing was scheduled for **February 4, 2020 at 6:00 p.m.** by the following vote on roll call:

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

9. A REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS TO ATTEND THE INDEPENDENT CITIES ASSOCIATION 60TH ANNUAL WINTER SEMINAR - JANUARY 31, 2020 - FEBRUARY 2, 2020 - SANTA BARBARA (Councilmembers Chambers, Galvan, McCoy and Sharif)

It was moved by McCoy, seconded by Galvan, that the travel request be approved. Councilmember Sharif indicated that she will be not be attending the seminar. The motion was approved by the following vote on roll call:

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

10. ORAL REPORT - EDISON LED CONVERSION PROJECT UPDATE

City Manager Craig Cornwell reported that Southern California Edison has received the equipment necessary for the LED light installation in Compton. City Manager Cornwell then indicated that installation will begin the week of January 27, 2020, adding that 4500 street lights with LED technology will be installed, including ‘smart sensors’ which will notify SCE immediately if the light malfunctions.

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING TWO (2) 2011 TYMCO 600 STREET SWEEPERS IN THE COMPTON PUBLIC WORKS DEPARTMENT – STREET MAINTENANCE DIVISION AS SURPLUS AND AUTHORIZING THE SALE THEREOF

It was moved by McCoy, seconded by Sharif, that the resolution be adopted.

Councilmember Sharif inquired as to whether the City would consider reinstituting in-house street sweeping.

City Manager Cornwell responded that in August of 2011, the City experienced a workforce reduction. To facilitate bringing the street sweeping program in-house, the City would need to hire additional personnel with Class B driving capabilities.

Councilmember Galvan commented that a few months ago, the current street sweeping contractor indicated that he would bring new street sweepers to the City, however, the contractor has not kept his word with the City of Compton.

Resolution Number 25,196 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING TWO (2) 2011 TYMCO 600 STREET SWEEPERS IN THE COMPTON PUBLIC WORKS DEPARTMENT – STREET MAINTENANCE DIVISION AS SURPLUS AND AUTHORIZING THE SALE THEREOF**’ was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Chambers offered the following communications/announcements:

- Suggested that the City print a City Resource Guide in Spanish and English for the residents.
- Requested that the City Manager address the blinking red light at Rosecrans Avenue and Parmelee Avenue — adding that the light has been out for quite some time.
- Requested the City Manager bring forth a presentation from the Code Enforcement Department.

Councilmember Galvan offered the following communications/announcements:

- Commented that he recently attended the Unsung Heroes of Compton event at the Dollarhide Community Center, noting that it was a huge successful and wonderful community celebration.
- Reported a large homeless encampment on Long Beach Boulevard between Oaks Street and Golden Street.

Councilmember McCoy offered the following communications/announcements:

- Requested that the City Manager submit a report on the procedure for implementing the changing of Wilmington Avenue to President Barack Obama Boulevard.
- Requested that the City Attorney provide an update on the status of the City's cemeteries.
- Invited the residents to participate in the Clean Compton Initiative Community Clean-up scheduled for January 25, 2020 commencing at 7:00 a.m. at the Compton Courthouse.
- Adjourn in memory of **Ernest Reed**.

(Councilman Galvan exited the meeting at 7:35 p.m.)

Councilmember Sharif offered the following communications/announcements:

- Invited the community to attend her Business Round-Table discussion scheduled for January 20, 2020 from 9 a.m. to 11 a.m. at the Dollarhide Community Center, 301 N. Tamarind Avenue.
- Commented on her attendance of the successful All Abilities Playground Grand Opening ceremony in Carson, California—and expressed her desire to open a similar playground in the City of Compton.
- Requested volunteers for the Homeless Count on January 23, 2020 and noted that volunteers should arrive by 6:30 p.m. to prepare for the count which begins at 7:30 p.m.
- Adjourn in memory of Pastor **Ernest C. Bowdry Sr.**

Mayor Brown offered the following communications/announcements:

- Thanked the wonderful women who organized the young ladies' [Girlspace](#) conference recently held in the City. Young ladies in the City were treated to panel discussions, workshops, health and workout tips and many other services to improve self-esteem and empowerment.
- Suggested that the City Manager place signage indicting that heavy trucks are prohibited from driving through residential neighborhoods, emphasizing that the heavy trucks are causing potholes and other street damage.
- Invited the entire community to join the Clean Compton Community Task Force strategy meeting scheduled for February 6, 2020 from 6:30 p.m. until 7:30 p.m. at the Dollarhide Community Center, 301 N. Tamarind Avenue, Compton. During the meeting, residents, small business owners and stakeholders will have the opportunity to present ideas and suggestions regarding the beautification.
- Thanked City Clerk Alita Godwin for her service to the residents and the City Council by facilitating a presentation by the Los Angeles County Registrar of Voters detailing the new voting system.

- Thanked Craig Henry for his dedication and service to the community and added that the entire City of Compton is grateful for his passion and commitment to serving others and improving and uplifting the lives of the residents of Compton.

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Gloria Porter, Ernest Reed** and **Pastor Ernest C. Bowdry Sr.** at 7:50 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

February 11, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE
POSITIONS OF PROJECT MANAGER**

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan to amend the positions of Project Manager.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to amend the position of Project Manager.

On September 9, 2019, the City and representatives of the applicable employee bargaining union, AFSCME 2325, met, conferred and agreed to amend the Position Classification Plan and update the position of Project Manager. Previously the Project Manager Position primary duties were exclusive to the Redevelopment Agency Projects, since the dissolution of Redevelopment Agencies, staff determined a need to update the classification to include current duties and responsibilities.

After conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on October 17, 2019, the Personnel Board approved amendment to the classification plan to include the classification of Project Manager and recommend approval and adoption thereof to the City Council at its meeting conducted on February 4 2020.

STATEMENT OF ISSUE

After review, staff has determined that in order to better classify the positions according to authority, duties and responsibilities and to meet the current departmental needs it is necessary to amend the Classification Plan by amending the classification of Project Manager. These revisions will update the existing Classification Plan.

FISCAL IMPACT

The salaries for the above new classifications are included in the City's 2019-2020 adopted Fiscal Year's budget; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

It is recommended that the proposed resolution be adopted by the City Council.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN BY ADOPTING CLASSIFICATION SPECIFICATION FOR THE
POSITION OF PROJECT MANAGER**

WHEREAS, the City Manager authorized a review of the City's Position Classification Plan to amend the position Project Manager; and

WHEREAS, on September 9, 2019, the City and representative(s) of the applicable employee bargaining union, AFSCME 2325 met, conferred and agreed to amend the Position Classification Plan to include the amended classification; and

WHEREAS, after conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on October 16, 2019, the Personnel Board approved amendment to the classification plan to include the classification of Project Manager and recommend approval and adoption thereof to the City Council on February 4, 2020; and

WHEREAS, after review, staff has determined that in order to better classify the positions according to authority, duties and responsibilities and to meet the current departmental needs it is necessary to amend the Classification Plan by amending the classification of Project Manager; and

WHEREAS, the salaries for the above new classifications are included in the City's 2019-2020 adopted Fiscal Year budget; therefore, no anticipated fiscal impact will result from approving this resolution.

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

Section 1. That the proposed classification plan include the classification specification of Project Manager are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salaries for the above new classifications are included in the City's 2019-2020 adopted Fiscal Year budget.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Attorney, Human Resources, City Manager, the City Controller and the City Clerk.

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

ADOPTED this _____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

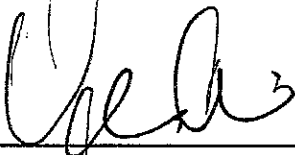
MEET AND CONFER

This notification is to confirm that a Meet and Confer took place between the City and AFSCME 2325 on September 9, 2019 regarding proposed modifications to the City's Classification Plan. AFSCME agreed to post the hearing with the agreement to continue discussions over the next 10 days if necessary.

The Proposed Revised Class Specifications:

- Project Manager

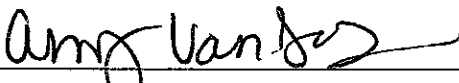
Members in attendance were:



Van Wilson, President AFSCME 2325

 10/16/19

Desmond Fletcher, Vice President AFSCME 2325



Amy Vanfossen, Human Resources Specialist



Craig Cornwell, City Manager

neg continue on this matter
and requiring continuing P/u meet & confer
NO Final agreement has been made 10/16/19
on 10/16/19, AFSCME met and agreed
to the changes attached. DF
See email



City of Compton

POSITION TITLE: Project Manager

Department: ~~Water~~

Class Code: 7228

Revised Date: October 2019

FLSA Status: Non-Exempt

Personnel Board Approved:
10/17/2019

Bargaining Unit:
AFACME 2325

Council Approved:
Resolution No.

GENERAL PURPOSE: Under the general direction of a Department Manager, the Project Manager is responsible for the planning, implementation, and monitors various projects: ~~to coordinate, direct and participate in Community Redevelopment Agency project identification, planning, implementation and monitoring activities;~~ to provide a wide range of ~~technical professional~~ assistance, conduct studies and analyses and prepare reports; to manage department programs; to represent the department in a wide variety of public settings; and to do related work as required

SUPERVISION RECEIVED/EXERCISED:

DISTINGUISHING CHARACTERISTICS:

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- ~~Conduct studies, evaluations, analyses and assessments of potential or proposed development projects~~
- ~~Meet with a wide variety of individuals and developers to explain development project policies, procedures, rules, regulations and requirements.~~
- Ensure that projects are planned, designed, constructed, and completed within the given time constraints and budgets.
- Coordinate the planning and implementation of projects with other agencies.
- Prepares proposal and contract documents, conducts negotiations and prepares agreements, memorandum of understanding, resolutions, recommendations and staff reports.
- ~~Facilitates the acquisition of property.~~
- Manages assigned projects from inception to completion.
- Maintains projects recordkeeping and reporting systems.
- Coordinates and directs the work of consultants and contractors.
- Provides technical direction and assistance to project participants.
- Attends a wide variety of meetings and makes project related presentations and responds to questions.
- Coordinates activities with City attorneys and legal staff.
- Prepares status reports.
- ~~Coordinates activities with the architects and builders.~~
- ~~Coordinates the acquisition of real property.~~
- Serves as staff advisor to committees.
- ~~Coordinates, directs, and provides technical assistance for ongoing departmental programs.~~
- Communicate with the general public, contractors, consultants, other city employees, vendors, management, and others to successfully complete the project; prepares project and programs publicity materials; may provide training and direction to assigned departmental staff; ~~provide excellent customer service to both internal and external contacts.~~

City of Compton Project Manager

- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Graduation from an accredited four year college or university with a major in Public Administration, Business Administration, Planning, Economics or a related field.

Two years of professional experience in project management ~~in community redevelopment or planning.~~

Required Licenses or Certifications:

Possession of an appropriate California Driver's License issued by the State Department of Motor Vehicles.

Required Knowledge of:

- Planning, budgeting, scheduling, monitoring, performance and evaluating results.
- Knowledge of policies, goals and programs of the City of Compton ~~Community Redevelopment Programs.~~
- ~~Financial planning and administration.~~
- ~~General building design and architecture review ordinances and standards.~~
- General principles.
- Practices and trends of public planning.
- Project management and contract administration practices.
- Statistical and research methods ~~as applied to the collection and tabulation of data affecting public planning and community redevelopment programs.~~
- ~~Environment impacts of change in land use.~~
- Reporting methods to prepare clear, concise, and comprehensive written reports and provide explanations which require displaying and graphics, spreadsheets, and other communication methods to various audiences;.
- ~~Graphic illustration and presentation.~~
- Compliance of applicable codes, ordinances, laws, regulations, policies and procedures.
- ~~Laws, ordinances, rules and regulations affecting zoning, redevelopment and land use.~~
- ~~Purposes, policies and procedures of the City Council, City planning and community redevelopment.~~
- Report writing methods and practices.

Ability to:

- Coordinate, direct and participate in project identification, planning, implementation and monitoring activities.
- Effectively manage multiple projects and programs.
- Effectively represent the department in a wide variety of public setting.
- Compile and analyze technical, statistical, economic and related information pertaining to specific projects and the redevelopment process.
- Prepare a wide variety of technical documents, contract agreements and projects records.
- Prepare and present project and program reports.
- Understand, apply and explain applicable ~~redevelopment~~ policies, procedures, rules and regulations.
- Provide training and guidance to assigned project or program staff.
- Coordinates and direct the work of contractors and consultants.
- Work cooperatively with a wide variety of individuals.
- Analyze proposals and conduct effective negotiations.
- Publicize and promote projects and programs activities.
- Ensures customer satisfaction and provides professional customer support

**City of Compton
Project Manager**

Physical Demands / Work Environment:

Meet physical and health status requirements for this classification and work category as described in the City's Medical Standard for Applicants and Employees; and provide excellent customer service.

February 11, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PARKS AND RECREATION DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR WATERLINE TECHNOLOGIES, INC. TO PURCHASE CHEMICALS FOR THE GONZALES PARK AQUATIC CENTER (\$5,000.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Five Thousand Dollars (\$5,000.00) to Waterline Technologies, Inc. for the purchase of chemicals to include chlorine and acid for the Gonzales Park Aquatic Center.

BACKGROUND

The Parks and Recreation Department ("Department") is responsible for the daily management and maintenance of the Gonzales Park Aquatic Center. The pool operates through the summer months of May to September, but given the plaster composite of the Gonzales Aquatic Center, it cannot be drained causing it to remain filled with water year round. As a result, chemicals are needed to keep the water clean, clear and properly balanced.

STATEMENT OF ISSUE

The Department is in the process of preparing the pool for the summer aquatic season and will need supplies to clean and balance the water levels. Waterline Technologies, Inc. currently serves as the primary vendor to provide these chemicals for the Compton Water Department; but given their fiscal expenditures has already exceeded the City Manager's signing authority, City Council approval is required.

FISCAL IMPACT

The funds for this expenditure are available in the 2019-2020 Fiscal Year Annual Budget in the following account:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001 840 000 4248	Horticultural	\$5,000.00
	Total	\$5,000.00

RECOMMENDATION

Staff recommends that adoption of the attached Resolution.

**MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR
WATERLINE TECHNOLOGIES, INC. TO PURCHASE CHEMICALS FOR THE
GONZALES PARK AQUATIC CENTER (\$5,000.00)**

WHEREAS, the Parks and Recreation Department ("Department") is responsible for the daily management and maintenance of the Gonzales Park Aquatic Center; and

WHEREAS, the pool operates through the summer months of May to September, but given the plaster composite of the Gonzales Aquatic Center, it cannot be drained causing it to remain filled with water year round; and

WHEREAS, as a result, chemicals are needed to keep the water clean, clear and properly balanced; and

WHEREAS, the Department is in the process of preparing the pool for the summer aquatic season and will need supplies to clean and balance the water levels; and

WHEREAS, Waterline Technologies, Inc. currently serves as the primary vendor to provide these chemicals for the Compton Water Department, but given their fiscal expenditures has already exceeded the City Manager's signing authority, City Council approval is required; and

WHEREAS, the funds for this expenditure are available in the Parks & Recreation 2019-2020 Fiscal Year Annual Budget in the following account:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-840-000-4248	Horticultural	\$5,000.00
	Total	\$5,000.00

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

Section 1. That the City Manager is authorized to issue a purchase order in the amount of \$5,000.00 for Waterline Technologies, Inc.

Section 2. That funds for this expenditure are available in the Parks & Recreation Department 2019-2020 Fiscal Year Annual Budget in the following account:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001 840 000 4248	Horticultural	\$5,000.00
	Total	\$5,000.00

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Parks and Recreation Department.

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

ADOPTED this _____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

February 11, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PARKS AND RECREATION DEPARTMENT

RE: A REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR MEMORIAL SERVICES FOR MARY CLARK TO BE HELD ON FRIDAY, FEBRUARY 14, 2020 (\$625.00) ACTION ITEM

The Parks and Recreation Department ("Department") received a request to utilize the Dollarhide Community Center on Friday, February 14, 2020, from 12:00 P.M. to 5:00 P.M. for memorial services for Mary Clark. This event will consist of celebrating the life of Ms. Clark as she is remembered by friends, and family.

Mrs. Clark was a long time Compton resident residing at 1210 West 134th Place, Compton, CA 90221. She was a valued employee of the Compton Unified School District and performed countless hours of volunteer service for the March of Dimes, Veterans Hospital and Compton Disabilities Commission. Mrs. Clark was well respected by her peers and a leader in the community in which she served.

The family is requesting the use of the Dollarhide Community Center to conduct the event and is seeking a waiver of facility use fees; however, City policy does not give authorization for staff to waive fees for use of City-owned facilities for non-City related activities or business; thus, City Council approval is required.

Breakdown of the fees associated with use of the Dollarhide Community Center for the requested event are described below.

DEPARTMENT	COSTS
Facility Fees	
\$75 hour x 5 hours =\$375.00	\$625.00
\$50 hour x 5 hours = \$250.00	
General Services	
2 Custodian x \$35 an hour x 6 hours = \$420.00	\$420.00
Total	\$1045.00

**Action Item – Request for Facility Use Fee Waiver
Dollarhide Community Center
Mary Clark Memorial
February 11, 2020, page 2**

As in the case of previous requests, City Council has the option of waiving the facility costs only of \$625.00 for the event. Staff costs for this event, assuming City Council waives the facility fee, would be \$420.00 and will be directed to be paid by the organizers.

**MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

February 11, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: PARKS AND RECREATION DEPARTMENT

RE: A REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE BURRELL MAC DONALD PARK COMMUNITY CENTER FOR MEMORIAL SERVICES FOR STAHI HASAN TO BE HELD ON WEDNESDAY, FEBRUARY 12, 2020 (\$150.00) ACTION ITEM

The Parks and Recreation Department ("Department") received a request to utilize the Burrell Mac Donald Community Center on Wednesday, February 12, 2020, from 1:00 P.M. to 4:00 P.M. for memorial services for Stahi Hasan. This event will consist of celebrating the life of Mrs. Hasan as she is remembered by friends and family.

Mrs. Hasan was a long time Compton resident residing at 900 West Laurel Street, Compton CA 90220 for the past 42 years. However, on January 19, 2020, Mrs. Hasan tragically lost her life to a vehicular accident that occurred at the intersection of Compton Boulevard and Oleander Street. Mrs. Hasan was a beloved mother, wife, and was well respected in the community.

The family is requesting the use of the Dollarhide Community Center to conduct the event and is seeking a waiver of facility use fees; however, City policy does not give authorization for staff to waive fees for use of City-owned facilities for non-City related activities or business; thus, City Council approval is required.

Breakdown of the fees associated with use of the Burrell Mac Donald Park Community Center for the requested event are described below.

DEPARTMENT	COSTS
Facility Fees \$50 hour x 3 hours =\$150.00	\$150.00
General Services 1 Custodian x \$35 an hour x 5 hours = \$175.00	\$175.00
Total	\$325.00

**Action Item – Request for Facility Use Fee Waiver
Burrell Mac Donald Park Community Center
Stahi Hasan Memorial
February 11, 2020, page 2**

As in the case of previous requests, City Council has the option of waiving the facility costs only of \$150.00 for the event. Staff costs for this event, assuming City Council waives the facility fee, would be \$175.00 and will be directed to be paid by the organizers.

**MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

February 11, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION ACCEPTING A GIFT OF THE INSTALLATION OF BASEBALL FIELD IMPROVEMENTS AT JACKIE ROBINSON STADIUM (WITHIN GONZALES PARK), AND ENTER INTO A RIGHT OF ENTRY PERMIT AGREEMENT (\$500,000)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to amend the 2019-2020 Fiscal Year Budget, enter into an agreement with the Los Angeles Dodgers Foundation accepting a gift, valued at approximately One Million Two Hundred Fifty Five Thousand Four Hundred Fifty Eight Dollars (\$1,255,458.00), for the construction/installation of certain baseball field improvements at Jackie Robinson Stadium, located within Gonzales Park at 1101 West Cressey Street, and enter into a Right of Entry Permit Agreement.

BACKGROUND

The Los Angeles Dodgers Foundation ("LADF") was founded in 1995 as an official charity of the Los Angeles Dodgers organization. LADF is focused on finding innovative ways to create opportunities for children through programs that engage with kids in sports, help kids stay active and promote academic success.

Staff has been in negotiations with the LADF since the summer of 2019, which was initiated with a Letter of Intent from the City Manager. At this time, staff has successfully concluded negotiations with LADF for the construction/installation of certain baseball field improvements at the Jackie Robinson Stadium ("Jackie Robinson Stadium Project"), located within Gonzales Park. The proposed scope of work for the project includes: new playing surfaces, field enclosures, fencing, irrigation system, field lighting, covered dugouts, backstops, updated netting, players dugout, stadium bleachers, an electronic scoreboard, enclosed batting cages and bullpens, mound, outdoor training areas and outdoor fitness area (collectively, "field improvements").

The Jackie Robinson Stadium Project will be a collaborative partnership between the City and LADF, along with other organization/individual donors obtained through LADF (“Donor Partners”); to wit: Kershaw’s Challenge, LA84 Foundation, San Manuel Band of Mission Indians, Water Buffalo Club, Supervisor Mark Ridley Thomas and Security Benefit. In addition to the financial sponsors of the Project, the LADF has selected and approved a development and construction team for the project. LADF has entered into an agreement with Landmark Homes as the general contractor/developer for the project and are working with Five Point, GRID Alternatives and Climate Resolve as parties to the Project.

STATEMENT OF ISSUE

LADF, along with its Donor Partners, propose to donate to the City of Compton a gift consisting of the construction/installation of certain field improvements at the Jackie Robinson Stadium, said field improvements having a total monetary value of One Million Seven Hundred Fifty Five Thousand Four Hundred Fifty Eight Dollars (\$1,755,458.00), of which LADF and its Donor Partners will contribute \$1,255,458.00. In exchange for the gift, the City will agree to contribute Five Hundred Thousand Dollars (\$500,000.00) towards the total cost of the field improvements, in addition to the following:

1. Recognize LADF and its Donor Partners contributions to the field improvements through placement of their names, logos, trademarks and signage at the baseball fields
2. All parties (i.e. City, LADF and Donor Partners) shall acknowledge one another as co-contributors in written material(s), news releases and related marketing or publicly materials, including any initial press conference and/or dedication ceremony
3. Keep the baseball fields and the field improvements in operation and open to the public for a minimum of ten (10) years from the date the field improvements are completed
4. On reasonable notice, allow LADF use of the baseball fields for sports and/or special events without fee for the use (LADF shall reimburse City for personnel expenses for staff supervision, security, maintenance and/or traffic control during such events)
5. Subject to City approval, allow LADF, at LADF events conducted at the baseball fields, to operate booths or similar promotional purposes

As part of the development of the site, staff will coordinate with LADF and Landmark Homes to begin the Due Diligence and pre-construction activities under the Right of Entry Permit agreement. The Right of Entry Permit Agreement will allow the firms to perform

**Staff Report – Resolution Authorizing a Budget Amendment and Agreement Accepting
Gift from Los Angeles Dodgers Foundation/Field Improvements
Jackie Robinson Baseball Stadium (Gonzales Park)
February 11, 2020, Page 3 of 4**

initial exploratory activities prior to initiating significant construction activities, which allows the Project schedule to avoid delays that may occur during this phase of the Project. The Right of Entry Permit Agreement will be for a period of ninety (90) days, during which time the developer and contractors will notify City staff prior to entry on the site and the commencement of any activities on the site.

Section 37354 of the California Government Code authorizes local legislative bodies to accept or reject any gift, bequest or devise made to or for the city.

FISCAL IMPACT

The estimated total cost for the Jackie Robinson Stadium Project is One Million Seven Hundred Fifty Five Thousand Four Hundred Fifty Eight Dollars (\$1,755,458.00). The financial contributions of the parties are as follows:

<u>Contributor/Donors</u>	<u>Amount</u>
Los Angeles Dodgers Foundation	\$755,458
Kershaw's Challenge	250,000
Supervisor Mark Ridley Thomas	75,000
Security Benefit	50,000
LA84 Foundation	50,000
Water Buffalo Club	50,000
San Manuel Band of Mission Indians	25,000
Donor Contributions	\$1,255,458
City of Compton	<u>500,000</u>
Total	\$1,755,458

The City's \$500,000.00 contribution to the Jackie Robinson Stadium Project will be divided over two (2) fiscal years. The first (1st) installment of \$250,000.00 will be provided in the Fiscal Year 2019-20 budget and \$250,000.00 in the Fiscal Year 2020-21 budget.

To cover the cost of the first installation, the Fiscal Year 2019-2020 Budget must be amended and funds transferred as follows:

<u>From:</u>	<u>To:</u>	<u>Object Code:</u>	<u>Amount:</u>
1004-720-000-4300	1004-610-000-4399	Grant Match	\$250,000.00

After creation of this object code and transfer, funds for the first installment will be available in the Fiscal Year 2019-2020 Budget in Account Number 1004-610-000-4399 in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

Funds for the second installment will be allocated in the Fiscal Year 2020-2021 Budget in Account Number 1004-610-000-4399 in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS,
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH THE LOS ANGELES DODGERS FOUNDATION ACCEPTING A GIFT OF
THE INSTALLATION OF BASEBALL FIELD IMPROVEMENTS AT JACKIE
ROBINSON STADIUM (WITHIN GONZALES PARK), AND ENTER INTO A
RIGHT OF ENTRY PERMIT AGREEMENT (\$500,000)**

WHEREAS, City staff has been in negotiations with the Los Angeles Dodgers Foundation (“LADF”) regarding the City’s acceptance of the construction/installation of certain baseball field improvements at the Jackie Robinson Stadium (“Jackie Robinson Stadium Project”), located within Gonzales Park; and

WHEREAS, the Jackie Robinson Stadium Project will be a collaborative partnership between the City and LADF, along with other organization/individual donors obtained through LADF; to wit: Kershaw’s Challenge, LA84 Foundation, San Manuel Band of Mission Indians, Water Buffalo Club, Supervisor Mark Ridley Thomas and Security Benefit (“Donor Partners”); and

WHEREAS, LADF, along with its Donor Partners propose to donate to the City of Compton a gift consisting of the construction/installation of certain field improvements at the Jackie Robinson Stadium, said field improvements having a total monetary value of One Million Seven Hundred Fifty Five Thousand Four Hundred Fifty Eight Dollars (\$1,755,458.00), of which LADF and its Donor Partners will contribute \$1,255,458.00; and

WHEREAS, the proposed scope of work for the Jackie Robinson Stadium Project includes: new playing surfaces, field enclosures, fencing, irrigation system, field lighting, covered dugouts, backstops, updated netting, players benches, bleachers, an electronic scoreboard, enclosed batting cages and bullpens, mound, outdoor training areas and outdoor fitness area (collectively, “field improvements”); and

WHEREAS, in exchange for the gift, the City will agree to contribute Five Hundred Thousand Dollars (\$500,000.00) towards the total cost of the field improvements, in addition to other provisions; and

WHEREAS, the City’s contribution to the Project will be divided over two (2) fiscal years, the first (1st) installment of \$250,000.00 will be provided in the Fiscal Year 2019-20 Budget and the second (2nd) installment of \$250,000.00 will be allocated in the Fiscal Year 2020-21 Budget; and

WHEREAS, to cover the cost of the first installation, the Fiscal Year 2019-2020 Budget must be amended and funds transferred as follows:

<u>From:</u>	<u>To:</u>	<u>Object Code:</u>	<u>Amount:</u>
1004-720-000-4300	1004-610-000-4399	Grant Match	\$250,000.00

;and

WHEREAS, after creation of this account and this transfer, funds for the first installment will be available in the Fiscal Year 2019-2020 Budget in Account Number 1004-610-000-4399 in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

WHEREAS, funds for the second installment will be allocated in the Fiscal Year 2020-2021 Budget in Account Number 1004-610-000-4399 in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

WHEREAS, it is in the best interest of the City of Compton to accept the gift from the Los Angeles Dodgers Foundation, and its Donor Partners; and

WHEREAS, pursuant to the provisions of Section 37354 of the California Government Code, the City Council may accept any gift made to or for the City for any public purpose.

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

Section 1. That the City Council hereby accepts the gift from the Los Angeles Dodgers Foundation, and its Donor Partners, of the construction/installation of certain baseball field improvements; consisting of, but limited to new playing surfaces, field enclosures, fencing, irrigation system, field lighting, covered dugouts, backstops, updated netting, players dugout, stadium bleachers, an electronic scoreboard, enclosed batting cages and bullpens, mound, outdoor training areas and outdoor fitness area (collectively, "field improvements").

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an agreement with the Los Angeles Dodgers Foundation (inclusive of its Donor Partners), accepting a gift, valued at approximately One Million Two Hundred Fifty Five Thousand Four Hundred Fifty Eight Dollars (\$1,255,458.00), for the installation of certain specified and agreed to baseball field improvements at Jackie Robinson Stadium, located with Gonzales Park at 1101 West Cressey Street, Compton.

Section 3. That the City Manager, on the advice and approval of the City Attorney is further authorized to enter into any necessary Right of Entry Permit Agreement with the Los Angeles Dodgers Foundation, Landmark Homes and their agents, contractors and employees granting access to the Jackie Robinson Stadium Project location for due diligence and pre-construction activities and equipment storage.

Section 4. That the estimated total cost for the Jackie Robinson Stadium Project is One Million Seven Hundred Fifty Five Thousand Four Hundred Fifty Eight Dollars (\$1,755,458.00). The agreed financial contributions of the parties are as follows:

<u>Contributor/Donors</u>	<u>Amount</u>
Los Angeles Dodgers Foundation	\$755,458
Kershaw's Challenge	250,000
Supervisor Mark Ridley Thomas	75,000
Security Benefit	50,000
LA84 Foundation	50,000
Water Buffalo Club	50,000
San Manuel Band of Mission Indians	25,000
Donor Contributions	\$1,255,458
City of Compton	<u>500,000</u>
Total	\$1,755,458

Section 5. That the City's \$500,000.00 contribution to the Jackie Robinson Stadium Project will be divided over two (2) fiscal years. The first (1st) installment of \$250,000.00 will be provided in the Fiscal Year 2019-20 budget and \$250,000.00 in the Fiscal Year 2020-21 budget.

Section 6. To cover the cost of the first installation, the Fiscal Year 2019-2020 Budget shall be amended and funds transferred as follows:

<u>From:</u>	<u>To:</u>	<u>Object Code:</u>	<u>Amount:</u>
1004-720-000-4300	1004-610-000-4399	Grant Match	\$250,000.00.

Section 7. After the creation of this account and transfer, funds for the first installment will be available in the Fiscal Year 2019-2020 Budget in Account Number 1004-610-000-4399 in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

Section 8. Funds for the second installment will be allocated in the Fiscal Year 2020-2021 Budget in Account Number 1004-610-000-4399 in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

Section 9. That a certified copy of the Resolution shall be filed in the offices of the City Manager, City Clerk, City Attorney, General Services and the Parks and Recreation Department.

Section 10. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**AGREEMENT
BETWEEN THE CITY OF COMPTON AND
THE LOS ANGELES DODGERS FOUNDATION
FOR THE INSTALLATION OF
BASEBALL FIELD IMPROVEMENTS
AT GONZALES PARK**

THIS AGREEMENT ("AGREEMENT") is entered into this 7th day of January, 2020 (the "EFFECTIVE DATE"), by and between the City of Compton, California ("CITY"), and The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation ("DONOR"), for the installation of baseball field improvements at GONZALES PARK. CITY and DONOR may each be referred to individually as a "PARTY" and collectively as the "PARTIES."

WHEREAS, CITY operates and maintains real property commonly known as GONZALES PARK ("PARK"), located at 1101 W. Cressey Street, Compton, CA 90222; and

WHEREAS, DONOR supports key cornerstone programs in sports and recreation, education and literacy, health and wellness, benefitting children and families throughout the greater Los Angeles area, and is exempt from federal income taxation under Internal Revenue Code ("Code") Section 501(c)(3) and not a private foundation under Code Section 509(a); and

WHEREAS, DONOR, with support from other contributors, and in collaboration with other cities and counties in the Los Angeles, California area, has previously completed fifty-one (51) Dodgers Dreamfields at various park sites in the Los Angeles area; and

WHEREAS, CITY is continuously seeking to improve its park facilities and promote active sports play among youth in the CITY, and owns sufficient park sites for DONOR to meet its goals as stated above; and

WHEREAS, DONOR and CITY have agreed to collaboratively provide necessary funding for the development and improvement of three (3) baseball fields, a baseball stadium, batting cages and bullpen and related fitness and training facilities ("FIELDS") and with a total monetary value up to One Million, Seven Hundred and Fifty-Five Thousand, Four Hundred and Fifty-Eight Dollars (\$1,755,458), at specified locations within the PARK ("PROJECT LOCATION"); and

WHEREAS, Such FIELD improvements will consist of new playing surfaces, field enclosures, fencing, irrigation system, field lighting, covered dugouts, backstops, updated netting, players benches, bleachers, an electronic scoreboard, enclosed batting cages and bullpens, mound, outdoor training area and outdoor fitness area (collectively,

“FIELD IMPROVEMENTS”), and including project management services, by DONOR as described in the Project Description and Cost Estimate sheet attached hereto and incorporated herein by reference as Exhibit A, pursuant to project plans and specifications (“PLANS”) mutually approved by the PARTIES; and

WHEREAS, DONOR wishes to donate up to Seven Hundred and Fifty-Five Thousand, Four Hundred and Fifty-Eight Dollars (\$755,458) and has secured funding amounting up to approximately Five Hundred Thousand Dollars (\$500,000), through DONOR resources and contributions from any additional DONOR partners (“DONOR PARTNERS”), together with CITY’S contribution of Five Hundred Thousand Dollars (\$500,000), to be used collectively towards the FIELD IMPROVEMENTS; and

WHEREAS, DONOR wish to provide, and CITY wishes to accept, these gifts for the FIELD IMPROVEMENTS constructed and/or installed at the PROJECT LOCATION.

NOW, THEREFORE in consideration of the forgoing and the terms and conditions contained herein, and the performance thereof, the PARTIES to this AGREEMENT hereto mutually agree as follows:

Pursuant to this AGREEMENT, the PARTIES hereby agree to work cooperatively to have the FIELD IMPROVEMENTS installed at the PROJECT LOCATION, and DONOR hereby agrees to donate the FIELD IMPROVEMENTS to CITY, and CITY hereby agrees to accept such GIFT, pursuant to the terms and conditions set forth below.

1. PARTIES and AGREEMENT Contacts.

CITY: Craig Cornwell, City Manager
Office of the City Manager
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Direct: (310) 605-5589
Main: (310) 605-5585
Fax: (310) 763-0895
Email: CCornwell@comptoncity.org

DONOR: Nichol Whiteman, Chief Executive Officer
The Los Angeles Dodgers Foundation
Dodger Stadium
1000 Elysian Park Avenue
Los Angeles, CA 90012
Phone: (323) 224-1466
Fax: (323) 224-1452
Email: NicholW@dodgersfoundation.org

2. The Project. Through the monetary contributions described below in Section 3 of this AGREEMENT, DONOR shall contract with LANDMARK SPORTS (“LANDMARK”) to manage and oversee the installation of the FIELD IMPROVEMENTS, including, without limitation, the coordination of work with any contractors and/or subcontractors (collectively, “CONTRACTORS”) hired by LANDMARK and/or DONOR, and CITY CONTRACTORS. The FIELD IMPROVEMENTS will be installed at the PROJECT LOCATION within the PARK, illustrated by the Design and Project Location Rendering attached hereto and incorporated herein by reference as Exhibit A, in accordance with the Project Timeline and Project Description and Cost Estimates attached hereto as Exhibit B and Exhibit C, respectively.

Each of DONOR’S and DONOR PARTNER’S names, logos, or other identifying marks, will be incorporated into the design of the FIELDS and placed on or around the FIELD IMPROVEMENTS, including the dugout, scoreboard, or other FIELD amenity, in accordance with CITY’s approval, in compliance with CITY Policy and applicable City sign laws. Attached hereto and incorporated herein by reference as Exhibit C, is a sample conceptual rendering of the scoreboard and recognition signage design included in the scope of FIELD IMPROVEMENTS. The actual scoreboard and recognition signage design will be similar to such rendering in Exhibit C and mutually agreed to by the PARTIES.

DONOR AND LANDMARK will be granted access to the PROJECT LOCATION, including without limitation, ingress-egress through PARK, and use of certain PARK areas for staging and storage, pursuant to the terms and conditions of a right of entry issued by CITY.

3. The GIFT. DONOR has agreed to provide the GIFT consisting of a portion of the FIELD IMPROVEMENTS described in Exhibit B. The total value of the GIFT is Seven Hundred and Fifty-Five Thousand, Four Hundred and Fifty-Eight Dollars (\$755,458). CITY and other donors will contribute the remainder of the FIELD IMPROVEMENTS.
4. Financial Contributions. The PARTIES agreed that financial contributions be provided by DONOR, DONOR PARTNERS, and CITY as indicated by the table below.

Contributor	Amount
DONOR	\$755,458
CITY	\$500,000
Kershaw’s Challenge	\$250,000
LA84 Foundation	\$50,000
San Manuel Band of Mission Indians	\$25,000
Water Buffalo Club	\$50,000
Supervisor Mark Ridley Thomas	\$75,000

Security Benefit	\$50,000
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DONOR may secure additional funding from other DONOR PARTNERS to defray its contribution prior to the completion of the FIELD IMPROVEMENTS. The PARTIES acknowledge and agree, that in the event of cost savings generated by or due to a change in the scope of FIELD IMPROVEMENTS, or existence of excess donated funds, the implementation of any changes in the scope of FIELD IMPROVEMENTS or reallocation of funding prior to or following the completion of the FIELD IMPROVEMENTS, may be used for additional improvements to the PARK, FIELDS, or related future recreational programming (“PROJECT CHANGES”), which shall be subject to the mutual agreement of the PARTIES. Upon approval of any PROJECT CHANGES by the PARTIES, DONOR shall coordinate with LANDMARK to have LANDMARK implement such PROJECT CHANGES pursuant to the intent mutually agreed to by the PARTIES.

5. CITY’s Covenants: CITY hereby covenants that, in order to induce DONOR to enter into this AGREEMENT and to provide the GIFT:
- (a) CITY shall keep the FIELDS (which will include, without limitation, the FIELD IMPROVEMENTS thereon) in operation and open to the public for a minimum of ten (10) years from the date the FIELD IMPROVEMENTS are completed. For so long as the FIELDS remain in operation or are open to the public, CITY will maintain the FIELDS in a safe and attractive manner consistent with DONOR’S image and reputation, and in accordance with the terms and conditions of applicable product warranty(ies). Any repairs or maintenance by CITY to comply with this Section 5(a) shall be done as soon as practicable.
 - (b) CITY, which owns the PARK and PROJECT LOCATION, will not enter into any agreement with a third-party that would be inconsistent with the intent that the FIELDS be used for recreation and play activities for so long as the FIELDS remain in operation or are open to the public.
 - (c) CITY shall obtain, or shall assist LANDMARK in obtaining, all necessary permits, authorizations and consents needed to complete the FIELD IMPROVEMENTS, the fees of which will be paid by LANDMARK, as well as right of entry to access the PARK site to perform the necessary work.
 - (d) CITY has agreed to recognize DONOR for its contributions to the FIELD IMPROVEMENTS, as well as its donors to the FIELD IMPROVEMENTS, through the placement of their names, logos, trademarks, and appropriate signage (collectively “RECOGNITION SIGNAGE”) on the FIELDS, at the DONOR’s expense, which RECOGNITION SIGNAGE shall be kept in place for so long as the FIELDS are in operation or open to the public. The content, design, size, and placement of all RECOGNITION SIGNAGE at the FIELDS shall be determined by mutual agreement of the PARTIES.

(e) CITY shall ensure that the FIELDS are used exclusively for recreation and play activities for so long as the FIELDS remain in operation or are open to the public.

(f) CITY is authorized to enter into this AGREEMENT.

Sections 5(a), 5(b), 5(d) and 5(e) shall survive the expiration or earlier termination of this AGREEMENT.

6. DONOR'S Covenants: DONOR hereby covenants that, in order to induce CITY to enter into this AGREEMENT and to accept the GIFT:

(a) In accordance with the GIFT and this AGREEMENT, DONOR represents that it shall contract with LANDMARK and/or CONTRACTORS, and shall make payments directly to LANDMARK and/or CONTRACTORS, if applicable, for costs and expenses related to the FIELD IMPROVEMENTS, in accordance with the Project Description and Cost Estimates attached hereto as Exhibit B, and/or as mutually agreed upon by the PARTIES.

(b) In any contracts entered into hereunder by DONOR represents that with LANDMARK and/or any CONTRACTORS, it shall require LANDMARK and/or such CONTRACTORS, if applicable, to agree in writing to be in compliance with all applicable local, state, and federal regulations and requirements as related to the construction and/or installation of the FIELD IMPROVEMENTS.

(c) In any contracts entered into hereunder by DONOR with LANDMARK and/or any CONTRACTORS, it represents that it shall require LANDMARK and/or such CONTRACTORS performing work related to the FIELD IMPROVEMENTS at the PROJECT LOCATION, to possess insurance coverage(s) in compliance with CITY policy.

(d) In any contracts entered into hereunder by DONOR with LANDMARK and/or any CONTRACTORS, DONOR represents that it shall require that LANDMARK and/or such CONTRACTORS adhere to the terms and conditions of this AGREEMENT.

(e) In any contracts entered into hereunder by DONOR with LANDMARK and/or any CONTRACTORS, DONOR represents that it shall ensure that the FIELD IMPROVEMENTS be performed in accordance with PLANS mutually approved by the PARTIES, pursuant to the terms and conditions of this AGREEMENT.

(f) DONOR is authorized to enter into this AGREEMENT.

7. Status: CITY affirms that it is a tax-exempt municipal corporation; and DONOR affirms that it is a State of California nonprofit public benefit corporation.
8. CITY's Books and Records: Throughout the TERM, the PARTIES agree to maintain sufficient operating and financial books, records, and related documentation regarding the GIFT, the FIELD IMPROVEMENTS, and the FIELDS, and any related activities of the PARTIES related to this AGREEMENT, FIELDS, and/or FIELD IMPROVEMENTS, and further agree to allow the other PARTIES reasonable access to such books, records, and other documentation as they relate to the GIFT and the implementation of this AGREEMENT.
9. Publicity and Recognition:
 - (a) The PARTIES shall acknowledge one another as co-contributors in written material(s), news releases, and related marketing or publicity materials, including, but not limited to, an initial press conference and/or dedication ceremony for the completed FIELDS;
 - (b) The PARTIES agree to assist and cooperate in a mutually acceptable grand-opening and/or dedication event at the FIELDS, if mutually agreed upon by PARTIES;
 - (c) The PARTIES also shall have the right to publicize, show photographs of, use the name of, and otherwise promote their respective contributions to the FIELDS;
 - (d) DONOR may request use of the FIELDS for sports and/or special events, subject to CITY's prior approval and reasonable notice, which approval shall not be unreasonably denied, delayed, or withheld. CITY shall not charge DONOR a fee for use of the FIELDS for these events, but may charge DONOR for reimbursement of CITY's personnel expenses for staff supervision, security, maintenance, and/or traffic control during such event(s);
 - (e) DONOR shall have the right (but not the obligation) to place and remove their respective logos, marks, or trademarks from RECOGNITION SIGNAGE on or around the FIELD, provided that such action is consistent with CITY's sign laws and CITY policies, procedures, and guidelines, subject to the prior review and approval of CITY;
 - (f) The naming of the FIELDS shall be subject to the mutual agreement and approval of DONOR and CITY, pursuant to CITY's Naming Policy;
 - (g) DONOR shall have the right, at DONOR held events at the FIELDS (e.g., events as described in 9(a), 9(b), or 9(d) above), to operate a booth or similar area for promotional purposes. The size and location of the booth or similar

area shall be subject to CITY's prior approval, not to be unreasonable withheld; and

- (h) The PARTIES agree to cooperate and coordinate with respect to the nature, text, and timing of any press release or public announcement(s) concerning the existence of the GIFT, the FIELD IMPROVEMENTS, the FIELDS, and/or this AGREEMENT; or the use or promotion of the FIELD IMPROVEMENTS or the FIELDS, except as may be legally required by applicable laws, regulations, or judicial order.
 - (i) The PARTIES agree to notify each other in writing of any press release, public announcement, marketing or promotion of the FIELDS. Further, any press release, public announcement, marketing materials, or brochures prepared by any of the PARTIES, shall appropriately acknowledge the contributions of all of the PARTIES;
 - (ii) To the extent stipulated in any grant agreement, partnership agreement, donation agreement, or other agreement with respect to the GIFT and the FIELD IMPROVEMENTS, the PARTIES shall duly notify any grantors, donors, partners or other party, and each other, prior to any public or media event publicizing the accomplishments funded by any grant agreement or other funding source, and shall provide the opportunity for attendance and participation by grantor, donor, partner, or other respective representatives; and
 - (iii) The PARTIES shall coordinate the scheduling and organization of any public or media event to provide the opportunity for attendance and participation by officials and/or representatives of CITY and DONOR; including elected officials and public officials. Similarly, any document, written report, or brochure prepared by either CITY or DONOR, in whole or in part, pursuant to the acquisition of property and/or installation of improvements, shall contain any acknowledgements required under any related grant agreement, partnership agreement, donation agreement or other agreement or funding source.
 - (i) Sections 9(c)-(e) and 9(g) shall survive the expiration or earlier termination of this AGREEMENT.
10. Absence of DONOR'S Warranties: DONOR makes no representations or warranties hereunder of any kind, expressed or implied, as to any matter, including implied warranties of fitness for a particular purpose, merchantability or otherwise relating to the FIELDS, the FIELD IMPROVEMENTS, or any component thereof, or the performance by LANDMARK and/or any CONTRACTORS of any services. In no event, except as provided in Section 11 of this AGREEMENT, will DONOR be liable for any damages, including personal injury, lost profits, or other consequential, exemplary, incidental or

punitive damages arising out of this AGREEMENT, the GIFT, the FIELD IMPROVEMENTS, and/or the FIELDS. This Section 10 shall survive the expiration or earlier termination of this AGREEMENT.

11. Indemnification/Hold Harmless:

- (a) CITY agrees to indemnify, defend, and hold harmless DONOR, its officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns from and against any and all third party claims, demands, losses, damages, liabilities, costs and expenses (including reasonable legal/attorneys' fees and expenses arising out of or related to any legal proceeding and any legal appeal) related to the GIFT, the FIELDS, the FIELD IMPROVEMENTS, or this AGREEMENT, and liabilities of any kind or nature whatsoever, whether in contract, tort, or otherwise, resulting from any claim (including, without limitation, personal injury, death, or property damage) actually or allegedly arising out of or in connection with the negligent acts, errors, omissions or willful misconduct, including the maintenance, location, or condition of the FIELDS, or any person's use of the FIELDS, whether authorized or unauthorized, proper or improper, except for the active negligence or willful misconduct of DONOR, or any of its officers, directors, employees, accountants, attorneys, agents, affiliates, subsidiaries, successors, insurers and assigns. Without limiting this obligation, CITY will maintain the insurance described in Section 12, below, for so long as the FIELDS remain in operation or open to the public.
- (b) Except for the active negligence or willful misconduct of CITY, or any of its boards, officers, agents, employees, assigns and successors-in-interest, DONOR, during DONOR special events (including the operation of booths or similar area for promotional purposes) undertake(s) and agree(s) to defend, indemnify, and hold harmless CITY and any of its boards, officers, agents, employees, assigns and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, legal/attorney's fees, expenses and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including DONOR'S employees and agents, or damage or destruction of any property of any of the PARTIES hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident during DONOR'S use of the FIELDS or use by DONOR'S contractors of any tier. Without limiting this obligation, DONOR will maintain the insurance described in Section 12 below, during DONOR'S special events occurring at the FIELDS during the TERM of this AGREEMENT.
- (c) This Section 11 shall survive the expiration or earlier termination of this AGREEMENT.

12. Insurance Requirements:

- (a) CITY shall obtain and keep in effect for the period of time the FIELDS are in operation or open to the public, at CITY's expense, the following insurance coverage:

<u>Type of Insurance</u>	<u>Limits of Liability</u>
Commercial General Liability (including bodily injury, property damage, products/completed operations, personal injury, participants' bodily injury liability and contractual liability coverages)	\$2,000,000

Certificate(s) or other evidence of coverage reasonably satisfactory to DONOR shall be delivered to DONOR before the FIELD IMPROVEMENTS begin. The coverage limits described above may be obtained through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to DONOR and that are licensed to do business in the state or country in which the FIELDS are located. The policies, including self-insurance, shall be endorsed to name DONOR, and their respective directors, officers, employees, agents, and affiliates as additional insureds, and shall be written on an occurrence basis.

- (b) Before the FIELD IMPROVEMENTS under this AGREEMENT commence, DONOR shall provide evidence satisfactory to CITY that it has secured all insurance required under this Section 12(b). In addition, DONOR shall not allow LANDMARK or any CONTRACTOR to commence work on any contract or subcontract until it has secured all insurance required under this Section 12(b).

As a condition precedent to the effectiveness of this AGREEMENT for the FIELD IMPROVEMENTS and without limiting DONOR'S indemnification of CITY, DONOR shall provide and maintain at its own expense during the TERM of this AGREEMENT the following program(s) of insurance covering its operations hereunder. Failure on the part of DONOR to procure or maintain insurance shall constitute a material breach upon which CITY may immediately terminate this AGREEMENT if not cured in a reasonable amount of time. DONOR agrees to suspend and cease all FIELD IMPROVEMENTS during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to CITY. In the event that the FIELD IMPROVEMENTS are suspended for failure to maintain required insurance coverage, DONOR shall not be entitled

to an extension of time for completion of the FIELD IMPROVEMENTS because of production lost during suspension.

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

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

- (A) Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least One Million Dollars (\$1,000,000) per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two (2) years after completion of the Work. The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) contain any exclusions contrary to this AGREEMENT.
- (B) Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of One Million Dollars (\$1,000,000) each accident for vehicles used to perform DONOR'S obligations under this agreement. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than One Million Dollars (\$1,000,000) each accident."
- (C) Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than One Million Dollars (\$1,000,000) per accident for bodily injury and disease.

- (D) Umbrella Liability. An umbrella liability policy with minimum limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- (ii) Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to CITY for approval.
 - (A) The policy or policies of insurance required by Section 12(b)(i)(A) (Commercial General Liability) shall be endorsed to provide the following:
 - (1) Additional Insured: CITY, its officials, officers, employees, agents, and volunteers shall be named as “**additional insured**” with regard to liability and defense of suits or claims arising out of the performance of this AGREEMENT.
 - (2) Additional Insured Endorsements shall not (a) be restricted to “ongoing operations”; (b) exclude “contractual liability”; (c) restrict coverage to “sole” liability of DONOR; or (d) contain any other exclusions contrary to this AGREEMENT.
 - (3) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon CITY, except ten (10) days written notice shall be provided for non-payment of premium.
 - (B) The policy or policies of insurance required by Section 12(b)(i)(B) (Automobile Liability) shall be endorsed to provide the following:

Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon CITY, except ten (10) days written notice shall be provided for non-payment of premium.
 - (C) The policy or policies of insurance required by Section 12(b)(i)(C) (Workers’ Compensation) shall be endorsed to provide the following:
 - (1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

- (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon CITY, except ten (10) days written notice shall be provided for non-payment of premium.
- (iii) Waiver of Subrogation. Required insurance coverage's shall not prohibit DONOR from waiving the right of subrogation prior to a loss. DONOR shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.
- (iv) Deductible. Any deductible or self-insured retention must be approved in writing by CITY and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.
- (v) Evidence of Insurance. ***DONOR, concurrently with the execution of this AGREEMENT, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by CITY.*** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with CITY. If such coverage is cancelled or reduced, DONOR shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with CITY evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.
- (vi) Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- (vii) Insurance for CONTRACTORS. All CONTRACTORS shall be included as additional insured's under DONOR'S policies, or DONOR shall require CONTRACTORS to purchase the appropriate insurance in compliance with the terms of the insurance requirements of this Section 12(b), including adding CITY as an "***additional insured***" to the

CONTRACTORS' policies. DONOR shall submit proof of compliance with this provision upon request of CITY.

- (c) Section 12(a) shall survive the expiration or earlier termination of this AGREEMENT.
13. Use of Marks: Notwithstanding any provision herein, no PARTY shall use any other PARTY's trademarks, tradenames, and/or logos (each, a "MARK") without the prior written approval from such PARTY. Each MARK shall remain the sole and exclusive intellectual property of the pertinent PARTY.
14. Term: The "TERM" of this AGREEMENT shall commence upon execution of this AGREEMENT ("EFFECTIVE DATE"), and shall expire one (1) year from the EFFECTIVE DATE unless terminated earlier under the terms of this AGREEMENT; provided, however, that Sections 5(a), 5(b), 5(d), 5(e), 9(c)-(e), 9(g), 10, 11, 12(a), 15, and 19 shall survive the expiration or earlier termination of this AGREEMENT.
15. Disclaimer: It is expressly understood by CITY and DONOR, that no director, member, officer, employee, agent or other representative of CITY and/or DONOR shall incur any financial responsibility or liability of any kind or nature whatsoever, in connection with this AGREEMENT, or any amendment and/or subsequent agreement regarding the subject matter hereof. This Section 15 shall survive the expiration or earlier termination of this AGREEMENT.
16. Relationship of the PARTIES: The PARTIES agree that no PARTY shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of any other PARTY, except as expressly provided herein. The PARTIES are independent contractors and this AGREEMENT is not intended to be nor shall it be construed as a joint venture, association, partnership, or other form of a business organization or agency relationship.
18. Entire Agreement: This AGREEMENT supersedes any prior or contemporaneous oral or written understandings or communications between the PARTIES and constitutes the entire agreement of the PARTIES with respect to its subject matter. This AGREEMENT may not be amended or modified, except in a writing signed by the PARTIES.
19. Governing Law: This AGREEMENT has been negotiated, executed and delivered and will be performed in the State of California and shall be governed by and construed in accordance with its laws. This Section 19 shall survive the expiration or earlier termination of this AGREEMENT.

20. Captions: All captions and headings in this AGREEMENT are for the purposes of reference and convenience only. They will not limit or expand the provisions of this AGREEMENT.
21. Counterparts: This AGREEMENT may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement shall not be effective as to any PARTY unless and until it has been executed by or on behalf of every PARTY.
22. Exhibits:
- Exhibit A – Design and Project Location Rendering
 - Exhibit B – Project Timeline
 - Exhibit C – Project Description and Cost Estimates
 - Exhibit D – Sample Video Scoreboard and Recognition Signage Rendering

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, PARTIES have executed this AGREEMENT as of the date first written above.

Executed this _____ day
of _____, 20____

THE CITY OF COMPTON

By: _____
Title: City Manager

Approved as to form:

By: _____
Title: City Attorney

ATTEST:

By: _____
Title: City Clerk

Executed this _____ day
of _____, 20____

THE LOS ANGELES DODGERS
FOUNDATON

By: _____
Title: _____

By: _____
Title: _____

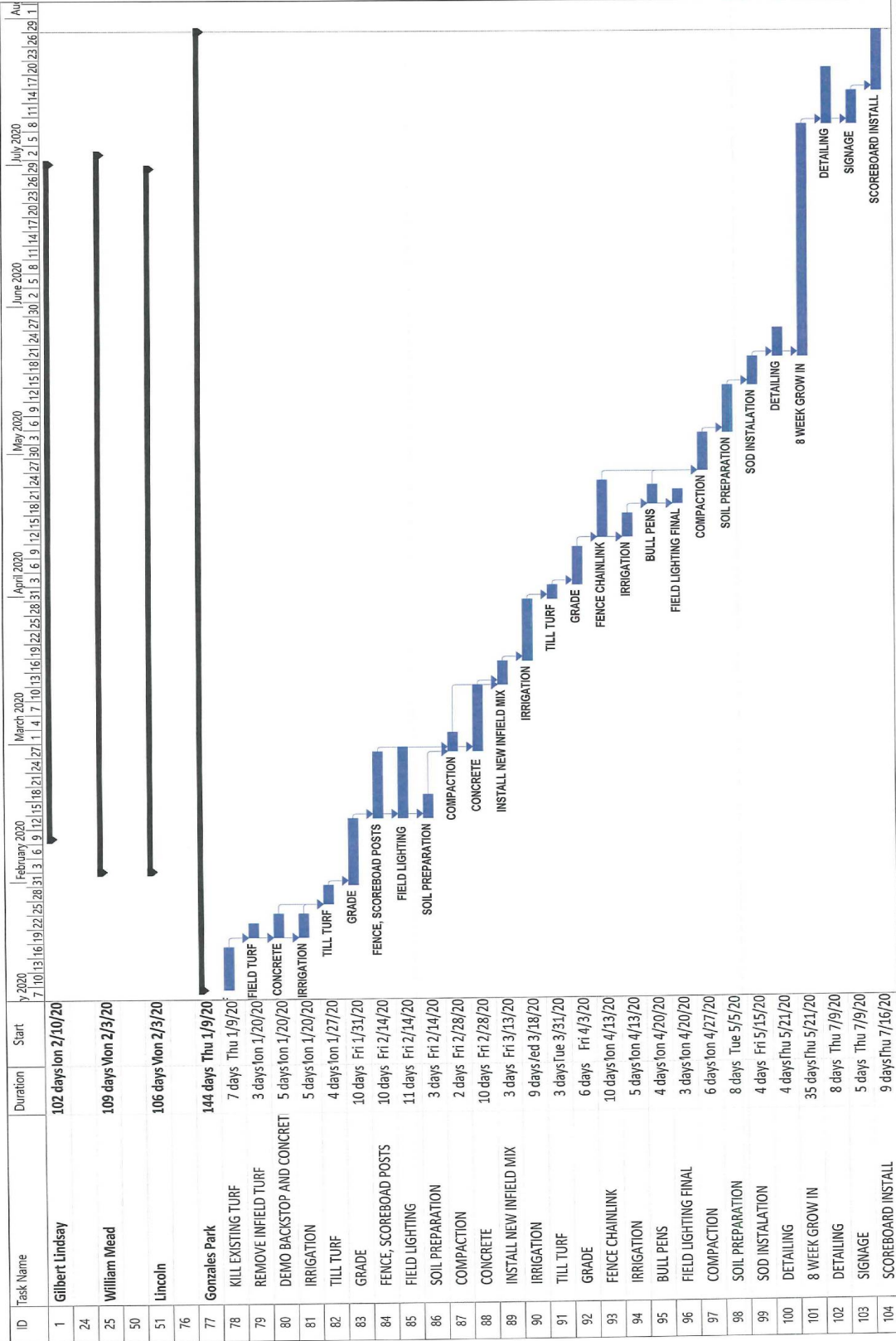
Exhibit A

Design and Project Location Rendering



Exhibit B
Project Timeline

Dodgers Dreamfields 2019



Task	Group By Summary	External Milestone	Duration-only	Deadline
Task	Group By Summary	External Milestone	Duration-only	Deadline
Split	Split	Inactive Task	Manual Summary Rollup	Progress
Milestone	Rolled Up Task	Inactive Milestone	Manual Summary	
Summary	Rolled Up Milestone	Inactive Summary	Start-only	
Project Summary	Rolled Up Progress	Manual Task	Finish-only	
Project Summary	External Tasks			

Exhibit C
Project Description and Cost Estimates



**Dodgers Dreamfields
at Gonzales Park**

Cost Estimate

Jackie Robinson Stadium Refurbishment

Laser level infield surface			\$2,400
Procurement of infield mix	400	\$54	\$21,600
Install field fixtures			\$800
Chemical treatment/weed and grass killer			\$2,550
Pulverize and till outfield and foul area soil			\$12,000
Laser level playing surface			\$19,400
Soil prep and compaction			\$3,500
Sod for outfield	120,800	\$0.51	\$61,608
Mound removal and reconstruction			\$6,000
Irrigation for outfield			\$44,000
Quick connect valves for manual watering			\$6,000
Sod for infield			\$3,672
Install bullpen			\$12,000
Irrigation for infield			\$3,650
Infield watering system			\$5,300
Painting outfield fence and Iron Gates			\$19,284
Scoreboard 9 inning			\$13,327
Scoreboard Install			\$28,333
Scoreboard and Field Signage			\$15,000
Backstop Netting, foul line fencing w/			\$30,000

top cap, foul poles	
Grandstand Deck and Dugout	
Refurbishment	\$65,745
Dugout Benches	\$3,800
Contingency	\$15,000
Management	\$31,598
Expenses	\$2,500

Total for Jackie Robinson Stadium	\$429,067
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Field 42

Fencing- outfield home run fencing, backstop, dugout roofs, foul poles, top cap			\$68,900
Laser level infield			\$1,200
Remove and replace field fixtures			\$1,150
Chemical treatment/weed and grass killer			\$850
Pulverize and till project area			\$6,720
Laser level project area			\$5,250
Soil prep			\$4,956
Sod	24,920	\$0.51	\$12,709
Infield Mix install			\$7,695
Infield mix material	162	\$54.00	\$5,832
Irrigation new valves, boxes, lateral lines and heads			\$18,446
Infield watering system			\$5,500
Bleachers 2- 27' x 3 row			\$7,590
Dugout Benches			\$3,800
Solar scoreboard			\$8,442
Scoreboard install			\$28,333
Signage			\$12,375
Printed windscreen			\$12,284
Contingency			\$15,000
Management			\$18,163
Expenses			\$2,500
Total for Field 42			\$247,695

Rachel Robinson Field

Fencing- outfield home run fencing, backstop, dugout roofs, foul poles, top cap, mow strip			\$72,800
Laser level infield			\$1,200
Remove and replace field fixtures			\$1,150
Chemical treatment/weed and grass killer			\$850
Pulverize and till project area			\$10,560
Laser level project area			\$8,250
Soil prep			\$7,788
Sod	39,160	\$0.51	\$19,972
Infield Mix install			\$10,403
Infield mix	219	\$54.00	\$7,884
Irrigation new valves, boxes, lateral lines and heads			\$28,987
Infield watering system			\$5,500
Bleachers 2- 27' x 3 row			\$7,590
Dugout Benches			\$3,800
Solar scoreboard			\$8,442
Scoreboard install			\$28,333
Signage			\$12,375
Printed windscreen			\$12,284
Contingency			\$15,000
Management			\$21,053
Expenses			\$2,500

Total for Rachel Robinson Field**\$286,721****Kershaw's Challenge Fitness and Training Zone**

Fencing- backstop			\$12,000
Batting cage Fencing and Net			\$30,900
Batting cage base, mats, portable mound, plates and pitcing rubbers			\$7,000
Laser level infield			\$1,200
Remove and replace field fixtures			\$1,150
Chemical treatment/weed and grass killer			\$850
Pulverize and till project area			\$6,720
Laser level project area			\$5,250
Soil prep			\$4,956

Sod	24,920	\$0.51	\$12,709
Infield Mix install			\$10,403
Infield mix	219	\$54.00	\$7,884
Irrigation new valves, boxes, lateral lines and heads			\$18,446
Infield watering system			\$5,500
Signage			\$10,000
Concrete for Greenfield equipment 900 sq ft			\$12,960
Contingency			\$15,000
Management			\$13,034

Total for Kershaw's Challenge Fitness and Training Zone	\$175,962
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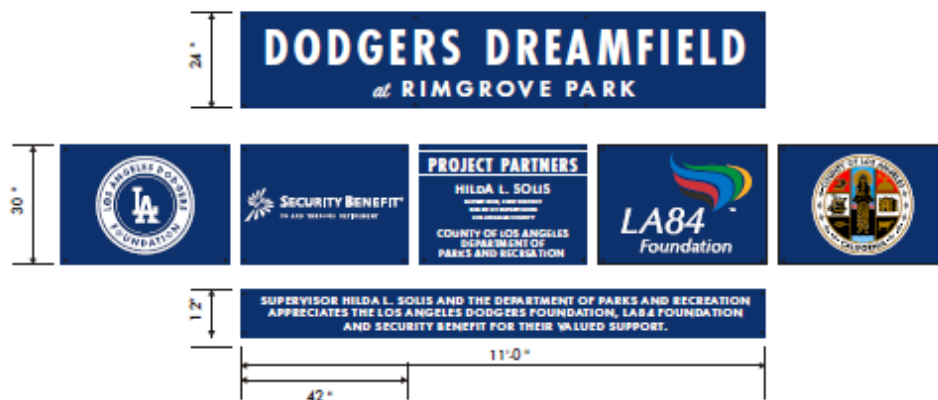
Park Amenities

Demolition of existing backstops and walkway	\$16,500
TempSecurity fencing	\$3,500
Tube Steel Fencing at Entry	\$1,000
Concrete walkways and plaza	\$98,124
Soil Prep and Seed	\$2,000
Entry Signage	\$10,000
Science of Baseball elements	\$15,000
Field Lighting	\$380,000
Project Cleanup	\$3,000
Twelve Weeks of Field Maintenance	\$12,000
Contingency	\$20,000
Management	\$44,890
Dedication day expenses, alumni etc.	\$10,000

Total for Park Amenities	\$616,014
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Grand Total \$1,755,458

Exhibit D
Sample Video Scoreboard and Recognition Signage Rendering



February 11, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 9-26 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE TO ESTABLISH A SIDEWALK VENDING PROGRAM

SUMMARY

The City Council will consider adopting an ordinance that will amend Section 9-26 (“Pushcart Vendors”) of Chapter IX of the Compton Municipal Code so as to repeal the current provisions of Section 9-26 and adopt and replace Section 9-26 with provisions that are in compliance with state law Senate Bill 946 (the “Sidewalk Vending Act”), regulating sidewalk vending.

BACKGROUND

As a charter city authorized under Article XI, Section 5 of the California Constitution, the City of Compton has the power to make and enforce all ordinances and regulations with respect to municipal affairs that are not preempted by state legislation on matters of statewide concern. Thus, in line with this authority and then existing law, on October 8, 2013, the City Council adopted Ordinance No. 2,243, which added Section 9-26 – “Pushcart Vendors” – to Chapter 9 of the Compton Municipal Code (“CMC”) to provide responsible companies and persons who seek to engage in the operation of vending from pushcarts in the City of Compton with clear and concise regulations so as to prevent safety and traffic hazards as well as preserve the peace, safety and welfare of the community.

In September 2018, Governor Brown signed Senate Bill (“SB”) 946 – the “Sidewalk Vending Act” - which became effective and applicable to all cities and counties, including charter cities, on January 1, 2019, with a stated legislative intent to promote entrepreneurship and support immigrant and low-income communities.¹ Pre-existing law authorized local authorities to adopt requirements for the public safety regulating any type of vending and the time, place and manner of vending; however, with the enactment of SB 946 limitations are placed on a local jurisdiction’s authority to regulate sidewalk vending with respect to vendors that use the public right-of-way and sidewalk vending in public parks.

¹ Senate Bill 946 was codified at Government Code Sections 51036 *et. seq.*

Since the provisions of the current CMC Section 9-26 regulating “Pushcart Vendors” share similarities with sidewalk vendors in a manner that is in conflict with the requirements of SB 946, the current Section 9-26 is unenforceable.

STATEMENT OF ISSUE

If the City wishes to regulate sidewalk vending, the City’s current rules and regulations must be revised. Essentially, SB 946 prohibits a local authority from regulating sidewalk vendors, except as allowed by provisions of the bill. If a local authority elects to adopt a sidewalk vending program, an overview of significant provisions of SB 946 affecting the program are:

- ✓ Authorizes local authorities to adopt time, place and manner restrictions for sidewalk vending, provided the restrictions are directly related to “objective health, safety or welfare concerns” (limitations on hours cannot be unduly restrictive)
- ✓ Allows local authorities to require compliance with sanitary standards, ADA requirements and food preparation consistent with Health and Safety Code requirements
- ✓ Allows local authorities to require vendors to obtain a permit for sidewalk vending, local business license and seller’s permits from the California Department of Tax and Fee Administration
- ✓ Allows local authorities to prohibit “stationary sidewalk vendors” from areas zoned exclusively residential
- ✓ Allows local authorities to prohibit vending within the vicinity of a farmers’ market, swap meet or areas designated for use pursuant to a temporary special permit
- ✓ Allows local authorities to impose sidewalk vending regulations for public parks, provided they are necessary to endure the use and enjoyment of the park and necessary to prevent an undue concentration of commercial activity that unreasonably interferes with the scenic and natural character of the park
- ✓ Prohibits criminal prosecutions for sidewalk vending violations
- ✓ Allow local authorities to issue administrative citations for violations (administrative penalty amounts limited to those set by the provisions of SB 946)

The City has an important and substantial public interest in providing regulations to prevent hazards to the safety, traffic and health, as well as to preserve the peace, safety and welfare of the community, therefore in order to promote and protect the public health, safety and welfare, it is necessary to adopt this ordinance, particularly since the City's current law regulating vending on public sidewalks and other pedestrian paths is unenforceable.

FISCAL IMPACT

1. City Permit Fees. Fee amounts for an initial application and permit are currently established at \$245.00 per pushcart; annual renewal fees are established at \$140.00 per pushcart.
2. Violation Penalties. SB 946 limits the penalty for violation of the provisions of the Sidewalk Vending Program to issuance of an Administrative Citation only (no infraction or misdemeanor penalties allowed). Administrative citations issues for violation by a person with a valid permit are limited to \$100 to \$500; violations by a person without a valid permit are limited to \$250 to \$1,000. City required to accept 20% of the assessed fine if person proves they are recipient of specified public benefits or meet poverty guidelines critiera.

RECOMMENDATION

Since most of the current provisions of Section 9-26 conflicts with, or are preempted by, SB 946 and thus unenforceable, it is of the utmost importance to bring the City's Code into compliance by repealing and replacing the provisions related to sidewalk vending as soon as is possible to preserve the public peace, health and safety. Therefore, it is recommended that the City Council adopt the attached Ordinance as an urgency measure to take effect immediately upon adoption of the City Council.

**DAMON M. BROWN
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING SECTION 9-26 OF CHAPTER IX OF THE COMPTON
MUNICIPAL CODE TO ESTABLISH A SIDEWALK VENDING PROGRAM**

WHEREAS, on October 8, 2013, the City Council adopted Ordinance No. 2,243, which added Section 9-26 – “Pushcart Vendors” – to Chapter 9 of the Compton Municipal Code (“CMC”) to provide responsible companies and persons who seek to engage in the operation of vending from pushcarts in the City of Compton with clear and concise regulations so as to prevent safety and traffic hazards as well as preserve the peace, safety and welfare of the community; and

WHEREAS, on September 17, 2018, the California legislature adopted and the Governor signed into law Senate Bill (“SB”) 946, which became effective and applicable to all cities and counties, including charter cities, on January 1, 2019, with a stated legislative intent to promote entrepreneurship and support immigrant and low-income communities; and

WHEREAS, pre-existing state law authorized local authorities to adopt requirements for the public safety regulating any type of vending and the time, place and manner of vending; however, with the enactment of SB 946 the authority of cities and counties to regulate sidewalk vendors is limited, except as authorized by the provisions of SB 946; and

WHEREAS, the provisions of the current CMC Section 9-26, which regulates “Pushcarts”, shares similarities with sidewalk vendors in a manner that is in conflict with the requirements of SB 946; and

WHEREAS, the establishment of a sidewalk and park vending program will benefit the City as a whole by facilitating entrepreneurship and providing economic opportunity for people to support themselves and their families, and by contributing to a diversity of food options and lively streets; and

WHEREAS, the act of vending on sidewalks and other areas of the public right-of-way also creates the potential for increased safety hazards; such as, but not limited to inhibiting the ability of disabled individuals and other pedestrians to follow a safe path of travel; interfering with the performance of police, firefighter, and emergency medical personnel services; encouraging pedestrians to cross mid-block or stand in roadways to purchase food; and creating obstacles and contributing to congestion for pedestrian, vehicle, and bicycle traffic; and

WHEREAS, restrictions on sidewalk vending are needed to accommodate vendors and their equipment, while also safe-guarding the flow of pedestrian movement on sidewalks and in the public right-of-way, and ensuring no interference with the performance of police, firefighter, and emergency medical personnel services; and

WHEREAS, the regulation of vendors engaged in the sale of food and food products will help to ensure that sidewalk vendors obtain all necessary permits and comply with applicable sanitation, food preparation, and food handling laws, and thereby will protect the public health and safety against health problems such as food contamination, poor hygienic practices, and the threat of food poisoning; and

WHEREAS, regulations related to the collection and disposal of trash or other debris generated by sidewalk vending are necessary to ensure that such trash or debris is not left, thrown, discarded, or deposited on City streets, sidewalks, pathways, gutters, or storm drains, or upon public or private lots, so that the same might be or become a pollutant; and

WHEREAS, restrictions on sidewalk vending in public parks is necessary to ensure the public's use and enjoyment of natural resources and recreational opportunities, and to prevent an undue concentration of commercial activity that would unreasonably interfere with the scenic and natural character of these parks; and

WHEREAS, the reduction in permitted sidewalk vending hours of operation within residential areas, relative to commercial and industrial areas, are necessary to protect the public health, safety, and welfare because residential areas are more sensitive to noise and traffic impacts; and

WHEREAS, restrictions on sidewalk vending within a specified number of feet of schools and places of worship are necessary to protect the health, safety, and welfare of children and concentrations of worshippers congregating for services who may be sensitive to noise and traffic impacts. A reasonable exception is provided to ensure that sidewalk vendors may still use these sites with the permission of a school principal or religious leader, as applicable; and

WHEREAS, requiring sidewalk vendors to undergo background checks is necessary to ensure vendors meet the requirements of a license to operate in or near parks, schools, residences and other places frequented by children; and

WHEREAS, the City Council adopts this Ordinance under the authority provided in SB 946, and finds that the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses and visitors; and

WHEREAS, since a number of provisions of the current Section 9-26 conflict with, or are preempted by, SB 946 and thus unenforceable, it is of the utmost importance to bring the City's Code into compliance by repealing and replacing the provisions related to sidewalk vending as soon as is possible to preserve the public peace, health and safety, thus warranting that this Ordinance be declared an urgency ordinance which shall be adopted immediately.

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

Section 1. That Section 9-26 of Section IX of the Compton Municipal Code is hereby amended in its entirety to read as follows:

9-26 SIDEWALK VENDING PROGRAM.

Sections:

9-26.1	Purpose; Findings
9-26.2	Definitions
9-26.3	Permit Required; Exceptions
9-26.4	Permit Application
9-26.5	Criteria for Approval or Denial of Permit
9-26.6	Permit Term and Renewal
9-26.7	Sidewalk Vending Activities Prohibited in Designated Areas
9-26.8	Operational Standards and Regulations
9-26.9	Permit Suspension; Revocation
9-26.10	Penalties – Administrative Citations
9-26.11	Appeals
9-26.12	Ability-to-Pay Determinations
9-26.13	Enforcement

9-26.1 Purpose; Findings. The City Council finds that there is a need to require licenses or permits to vend on sidewalks and parks for the health and safety of the public because it increases vendor accountability in following the City's rules and regulations by identifying vendors out of compliance with the City's vending program and protects vendors assigned to vend in certain locations.

The City Council finds and determines that:

a. That to promote the health, safety and welfare, restrictions on sidewalk vending are necessary to avoid negative impacts on the health, safety and welfare of the residents, including, but not limited to the following:

- (1) Proliferation of illegal sales.
- (2) Potential public exposure to food-borne illnesses due to unpermitted vendors and unsanitary conditions.
- (3) Increase in trash and debris in public rights-of-way.
- (4) Overcrowded sidewalks impacting safe pedestrian movement.
- (5) Interference to the performance of police, fire and emergency medical personnel.
- (6) Disruption to the flow of pedestrian and vehicular traffic, including ingress or egress from any residence, public building, place of business or from the street to the sidewalk by persons exiting or entering parked or standing vehicles.
- (7) Provide reasonable access for the use and maintenance of sidewalks, pathways, hydrants, trash receptacles, firefighting apparatus, as well as access to locations used for public transportation services.
- (8) Maximize public access to and along the right-of-way.
- (9) Ensure sidewalk vending activities occur only in locations where such activities would not restrict sidewalk and pathway access and enjoyment by individuals with disabilities pursuant to the American with Disabilities Act of 1990 and other disability access standards.
- (10) Reduce exposure to legal liability to the City due to personal injury or claims for damage and litigation due to use of public property.
- (11) Protect adult and minor residents from vendors with certain criminal history and background.

b. That the time, place, and manner regulations and requirements provided herein are directly related to the City's purpose of protecting of the health, safety, and welfare of its residents, businesses and visitors.

9-26.2 Definitions. For purposes of this Section, the following definitions shall apply:

"Certified Farmers' Market" shall mean a location operated in accordance with Chapter 10.5 (commencing with Section 47000) of Division 17 of the Food and Agricultural Code and any regulations adopted pursuant to that chapter.

"City" shall mean the City of Compton.

“Civic Center” or *“City Hall”* shall mean the buildings, facilities and parking areas located at 205 South Willowbrook Avenue, Compton, California 90220, including the City Corporate Yard and parking areas at 458 South Alameda Street, Compton, California 90220, and the Compton Sheriff’s Station and the appurtenant parking lots located at 301 South Willowbrook Avenue, Compton, California 90220.

“Food” shall mean any item provided in Health and Safety Code Section 113781, as the same may be amended from time to time.

“Goods” or *“Merchandise”* shall mean any item that is not food.

“Person” or *“Persons”* shall mean one or more natural persons, individuals, groups, businesses, business trusts, companies, corporations, joint ventures, joint stock companies, partnership, entities, associations, clubs, or organizations composed of two or more individuals (or the manager, lessee, agent, servant, officer, or employee of any of them), whether engaged in business, profit or nonprofit, or any other activity.

“Public Park” shall mean any area dedicated or established as a public park, including without limitation, active and passive parks that are owned, leased and/or controlled by the City.

“Public Property” shall mean all property owned, leased or controlled by the City, including, but not limited to alleyways, buildings, parks, pathways, parkways, sidewalks, roadways, streets and parking lots.

“Roadway” shall mean that portion of the street, which is improved, designed or ordinarily used for vehicular travel.

“Roaming sidewalk vendor or vending” shall mean a sidewalk vendor who moves from place to place and stops only to complete a transaction.

“Sidewalk” shall mean that portion of the highway or street other than the roadway or parkway, set apart by curbs, barriers, markings or other delineation which is used principally for pedestrian travel.

“Sidewalk vendor or vending” shall mean a person who sells food or merchandise from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance, or from one’s person, upon a public sidewalk or other pedestrian path, or such other meaning of such term as may be ascribed by Government Code Section 51036(a) from time to time.

“Stationary sidewalk vendor or vending” shall mean a sidewalk vendor who vends from a fixed location.

“Sidewalk vending facility(ies)” or *“sidewalk vendor facility(ies)”* shall mean a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance used for sidewalk vending activities.

“Sidewalk vendor activities” or *“sidewalk vending activity”* shall mean actions that qualify a person as a sidewalk vendor or actions done in anticipation of becoming a sidewalk vendor; such as, but not limited to installation, placement or maintenance of any sidewalk vendor facilities.

“Swap Meet” shall mean a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that article.

“Temporary special permit” shall mean a permit issued by the City for the temporary use of, or encroachment on, the sidewalk or any other public area, including, but not limited to, an encroachment permit, special event permit, or temporary event permit, for purposes including, but not limited to filming, parades, park reservations or outdoor concerts.

9-26.3 Permit Required; Exceptions.

a. No person, either for themselves or any other person, shall conduct or engage in sidewalk vending within the City without first obtaining a sidewalk vending permit pursuant to this Section. A separate permit is required for each sidewalk vending facility used by a sidewalk vendor.

b. A sidewalk vending permit shall not be required for the following activities:

(1) Persons delivering goods, wares, merchandise, fruits, vegetables or foodstuffs upon order of, or by agreement with, a customer from a store or other fixed places of business or distribution.

(2) Vendors participating in certified farmers' markets, swap meets, street fairs or other special events as authorized by the City.

(3) An event at a school facility or an assembly use facility, if the vendor is operating in partnership with the organization conducting the event and is located on the site of the event (i.e. not in the public right-of-way).

(4) Vendors that only sell, display, distribute, solicit or offer sale items that are inherently communicative and have nominal utility apart from its communication (e.g. newspaper, leaflets, pamphlets, buttons).

9-26.4 Permit Application.

To apply for a sidewalk vending permit, a person must file an application with the Business License Division, accompanied by a nonrefundable processing fee in an amount established by resolution or ordinance of the City Council. The application shall be in a form prescribed by the Business License Division and shall contain, at a minimum, the following:

a. The legal name, current address, telephone number and email address of the applicant.

b. If the applicant is an agent of an individual, company, partnership, corporation, or other entity, the name, business address and telephone number of the principal.

c. The name, current address, telephone number and email address of the person who will be in charge of any sidewalk vendors, sidewalk vending activities and/or be responsible for the person(s) working at the sidewalk vending facilities.

d. For stationary sidewalk vendors, a description, map or drawing of the location in which the applicant proposes to operate.

e. The day(s) and hours of proposed vending operations and whether the sidewalk vendor intends to operate as a stationary sidewalk vendor or a roaming sidewalk vendor.

f. Whether the sidewalk vendor will be selling foods, goods or merchandise, or both, including a description of the foods, goods or merchandise offered for sale, the dimensions of the sidewalk vending facilities and a photograph thereof. Not including an attached litter receptacle, vending facilities shall not exceed a length of five (5') feet, a width of three (3') feet, or a height of five (5') feet.

g. A copy of a valid California driver's license or identification number, an individual taxpayer identification number or municipal identification number. Such identification number(s) or license(s) collected shall not be available to the public for inspection and shall remain confidential and not be disclosed except as required to administer the business license and vendor permit, or comply with a state law or state or federal court order.

h. A copy of the public health permit required for any sidewalk vendors selling food, as required by the Los Angeles County Environmental Health Department.

i. A copy of a valid business license issued pursuant to Section 9-2 of the Compton Municipal Code.

j. Proof the person possesses a valid California Department of Tax and Fee Administration seller's permit.

k. An agreement by the sidewalk vendor to defend, indemnify, release and hold harmless the City, its City Council, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities.

l. An acknowledgement that use of public property is at the sidewalk vendor's own risk and that the City does not take steps to ensure public property is safe or conducive to the sidewalk vending activities, and that the sidewalk vendor uses the public property at the vendor's own risk and assumes such risks.

m. Proof of an insurance policy(ies) issued by an insurance company licensed to do business in the State, protecting the vendor and the City from all claims for damages to property and bodily injury, including death, which may arise from operations under or in connection with issuance of the vending permit in an amount of not less than \$1,000,000.00. Such insurance shall name as additional insured (within attached endorsement page) the City and its elected officials, officers and employees.

n. Payment of a non-refundable application and processing fee, as may be set by the City Council by resolution or ordinance.

o. Certification that, to their knowledge and belief, the information contained in the application is true.

p. Applicants shall cooperate with the Business License Division and submit to a local and state summary criminal history information investigation. Accordingly, pursuant to California Penal Code Sections 11105 and 13300, the City Council explicitly authorizes the authorized investigating City employee to obtain such information as it relates to disqualifying convictions.

q. Any other reasonable information regarding the time, place, and manner of the proposed vending.

9-26.5 Criteria for Approval or Denial of Permit.

a. On submission of a properly completed application, the Business License Division shall conduct a preliminary investigation, in coordination with other relevant City departments and/or agencies to determine compliance with this Section and shall make such determination within no more than thirty (30) days of acceptance of the completed application to approve or deny the application. The Business License Division shall provide the applicant with written notice of the decision to the address indicated in the application.

b. The Business License Division may deny the issuance of a permit if the applicant fails to meet any of the requirements identified in Section 9-26.4, or if the Division makes any of the following findings:

(1) The applicant has made one or more material mis-statements or omissions in the application, or supplemental information requested from the applicant.

(2) The applicant has failed to provide a complete application, after having been notified of the requirement to produce additional information or documents.

(3) The applicant has failed to pay any required fees or charges.

(4) The applicant does not have a valid California Driver's License or valid California Identification Card issued to the vendor; or valid individual taxpayer identification number issued to the vendor.

(5) The applicant does not provide a certificate of liability Insurance, including endorsement page(s).

(6) The applicant's vending operation, as described in the application, is inconsistent with the standards, conditions and requirements of this Section.

(7) It is determined that the applicant does not possess all federal, state and local permits and licenses necessary to engage in the activity in which the applicant seeks to engage.

(8) The applicant has received four (4) or more administrative citations for violations of this Section within the preceding twelve (12) months.

(9) If the application is for the renewal of a permit or a subsequent permit, the applicant has had a permit issued pursuant to this Section revoked within the last twelve (12) months.

(10) The applicant, employee or agent has been convicted of a criminal offense involving sale of a controlled substance specified in California Health and Safety Code Sections 11054 through 11058; required to register under the provisions of California Penal Code Section 290 (or an equivalent section in any other State); the sale, distribution or display of harmful or obscene matter; or other criminal offenses that are substantially related to the qualifications, functions or duties of the vending occupant, including, but not limited to convictions involving a violent or serious felony, injury to persons, theft, fraud or misrepresentation.

c. If the permit is denied, written notice of such denial and the reasons therefor shall be mailed, postage prepaid, to the applicant not later than ten (10) days following the date of the decision at the address shown on the application form. The denial notice shall contain a statement of the appeal procedure contained in subsection 9-26.11.

9-26.6 Permit Term and Renewal.

a. A sidewalk vending permit shall be valid for twelve (12) months from the date of issuance, and shall expire and become null and void on the anniversary of its issuance. A person may apply for a permit renewal on a form provided by the City prior to the expiration of his or her active sidewalk vending permit.

b. A sidewalk vending permit shall not be transferable to any other entity or person and is valid only as to the original applicant for the term stated. It shall be unlawful for any person other than the permittee to use, wear or display any permit issued pursuant to this Section.

c. Sidewalk vendors shall possess and display, while vending, on the pushcart, stand, display, pedal-driven cart, wagon, showcase, rack or other non-motorized conveyance, or on the vendor's person, a copy of a valid current vending permit issued pursuant to this Section, as well as any other permit required by any other appropriate governmental agency in a visible and conspicuous location.

d. Sidewalk vendors shall ensure that all required insurance is maintained for the duration of the permit and shall show proof of insurance to a City official upon request.

9-26.7 Sidewalk Vending Activities Prohibited in Designated Areas. Notwithstanding this Section and any provisions of the Compton Municipal Code, it is unlawful for any person to engage in sidewalk vending activities within the following locations or areas within the City:

a. Any public property that does not meet the definition of a sidewalk or pathway, including, but not limited to any roadway, street, alley or parking lot.

b. Within any area zoned for residential purposes, including Residential Agriculture, Low Density Residential, Medium-Density Residential, High-Density Residential and residential areas of the Planned Development Zoning Districts; provided that roaming sidewalk vending activities operate in compliance with this Section shall not be prohibited.

c. In or on the median of any street, road or highway; pedestrian islands; public parking lots, alleys or bikeways.

d. On any private property without the express written consent of the owner or lessee of the property.

e. In any location of the sidewalk or pathway wherein vending activities obstructs or interferes with the free flow of pedestrian or vehicular traffic. Sidewalk vendors must at all times provide a clearance of not less than three (3) feet on all sidewalks or pedestrian areas so as to enable persons to freely pass while walking, running or using mobility assistance devices.

f. Sidewalk vending facilities shall not touch, lean against or be affixed at any time to any building or structure including, but not limited to lampposts, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans, fences or traffic barriers.

g. Within five hundred (500) feet of the following:

(1) An area for a permitted certified farmers' market, swap meet or area for a temporary special permit. This prohibition shall be limited to the operating hours of the farmers' market or swap meet, or the limited duration of the temporary special permit.

(2) The nearest property line of any property on which a school (public or private) or large general child day-care facility is located between the hours of 7:00 a.m. and 5:00 p.m. of any school day. This prohibition will not apply if the school principal or facility administrator gives the sidewalk vendor written authorization to use school property or operate within 500 feet of the nearest property line.

(3) The nearest property line of any property which is used as a church, temple, mosque, or other place of worship between the hours of 6:00 a.m. and 8:00 p.m. of any day during which religious services are held. This prohibition will not apply if the sidewalk vendor has written authorization from the recognized leader of the place of worship to use its property or operate within 500 feet of the property line.

(4) The Civic Center, City Hall, City Yard, Sheriff's Station or a Fire Station.

h. Within one hundred (100) feet of the following:

(1) Another sidewalk vendor.

(2) Any street intersection or traffic signal.

(3) Any public picnic area, playground area or playground equipment while the same is in use.

(4) Any public community center, athletic field, softball/baseball diamond, basketball court, handball court, tennis court, soccer field or volleyball court while the same is in use.

(5) Any entrance to a public park.

(6) Any open-air dining area.

i. Within twenty five (25) feet of the following:

(1) A bus stop, taxi stand, bus bench or bus shelter.

(2) Any area designed for public parking, stopping or loading; any fire hydrant, traffic signal controller or street light controller.

(3) A litter receptacle, bike rack, newspaper stand or restroom.

(4) A door or emergency exit of any business during the hours that the business is open to the public or to persons having or conducting lawful business within the premises.

j. Within ten (10) feet of the following:

(1) Any driveway or driveway approach.

(2) Any marked crosswalk.

(3) Any curb return of an unmarked crosswalk.

9-26.8 Operational Standards and Regulations.

a. **Stationary Sidewalk Vending.** In addition to those regulations established in Section 9-26.7, it shall also be prohibited for any stationary sidewalk vendor to operate under any of the following conditions:

(1) Operate or conduct sidewalk vending activities in residential zones within the City.

(2) Vend between the hours of 8:00 p.m. to 7:00 a.m. daily or consistent with the hours of operation of the commercial businesses on the same street, unless in conjunction with a permitted special event.

(3) Leave any sidewalk vending facilities unattended.

(4) Store, park or leave any sidewalk vending facilities overnight on any public street, sidewalk or park. Sidewalk vending facilities left in public spaces or in the public right-of-way overnight will be considered discarded and may be seized or disposed of by the City. Vending facilities seized will be inventoried and stored by the City (except for perishable items such as food and beverages) for up to thirty (30) days and released to the legal owner or other authorized person on payment of storage fees set by Council resolution or ordinance. Failure to retrieve the vending facilities within the thirty (30) day period will result in the vending facilities being deemed abandoned and may be disposed of by the City.

(5) Fail to provide a trash receptacle for customers and ensure proper disposal of customer trash.

(6) Leave any location without first disposing of all trash or refuse generated from vending operations or the vendor's customers within a fifteen (15) foot radius of the vending location. Trash and refuse generated by the vending operations shall not be disposed of in public trash receptacles and shall be carried away by the vendor.

(7) Discharge solids or liquids onto any public right-of-way, including the sidewalk, the street or a storm drain. Sidewalk vendors shall immediately clean up any food, grease or other fluid or item related to sidewalk vending activities that falls on public property.

(8) Sell anything other than that for which he or she is permitted to vend.

(9) Vending of alcohol, tobacco products, drugs or cannabis, firearms, weapons, spray cans or adult oriented materials.

(10) Use an electrical outlet or power source that is owned by the City or another person other than the sidewalk vendor.

(11) To prevent dangerous distractions, make any outcry, blowing a horn, ringing a bell, or using any sound devices or musical instrument for the purpose of attracting the attention of potential patrons. All signage and advertising related in any way to the sidewalk vending must be attached to the vending facilities or the sidewalk vendor's person, and shall not be electrical, flashing, wind-powered or animated.

(12) Utilize private solid waste receptacles or those belonging to other businesses without the prior consent of the property owner or business.

(13) Utilize tables, chairs, fences, shade structures, other site furniture, or freestanding signs in conjunction with the sidewalk vendor's vending activities, except in the case of a stationary sidewalk vendor, one (1) chair and one (1) umbrella may be provided for the purpose of allowing the sidewalk vendor or an employee to be seated in shade.

b. **Roaming Sidewalk Vending.** In addition to those regulations established in Section 9-26.7, and subsections (2) through (13) of this section 9-26.8(a), above, it shall also be prohibited for any roaming vendor to operate under any of the following conditions:

(1) Vend in designated residential zones between the hours of 6:00 p.m. to 8:00 a.m. daily and during periods of daylight saving time, between the hours of 8:00 p.m. and 8:00 a.m., unless in conjunction with a permitted special event.

c. **Vending in Public Parks.** In addition to those regulations

established in Section 9-26.7, and subsections (2) through (13) of this section 9-26.8(a), above, the following shall also be prohibited for any sidewalk vendor operating in any public park:

(1) Sidewalk vending of food and merchandise by stationary vendors in any park with a concession stand operated by a vendor under exclusive contract with the City selling similar food or merchandise.

(2) Operate outside the hours of operation of the park.
Sidewalk vendors shall cease operations one (1) hour prior to the close of the park.

(3) Operate on, or within one hundred (100) feet of any sports field, playground equipment area, pool or exercise area, while said area is in use.

(4) Utilize any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park in any way as part of the sidewalk vending operation.

(5) Operate within twenty-five (25) feet of the outer edge of any bench, table, barbeque pit, covered gathering area, or other publicly-owned structure or amenity in the park.

(6) Vend in a public park during any scheduled event, whether it is a City event or a private event for which a temporary use permit has been obtained.

d. Sidewalk vendors shall comply with all applicable state and local laws, including without limitation state food preparation, handling, and labeling requirements; fire codes and regulations; noise standards; and the Americans with Disabilities Act of 1990 and other disability access standards (both state and federal).

e. Sidewalk vendors shall allow a law enforcement officer, code enforcement officer, health inspector or other government official charged with enforcing laws related to sidewalk vending activities, at any time during the operation of such activities, to inspect the sidewalk vending facility for compliance with the requirements of this Section and the Los Angeles County Environmental Health Department and to ensure the safe operation thereof.

9-26.9 Permit Suspension; Revocation. The Business License Division may suspend or revoke a permit issued to a sidewalk vendor upon the sidewalk vendor being issued a fourth (4th) or subsequent citation for violations of this Section.

a. Notice of the suspension or revocation of a sidewalk vending permit shall be given in writing, setting forth the grounds therefor. Such notice shall be mailed, postage prepaid, to the permittee, at the last known address of the permittee.

b. No person whose sidewalk vending permitted has been revoked pursuant to this Section shall be issued a sidewalk vending permit for a period of two (2) years from the date revocation becomes final.

9-26.10 Penalties - Administrative Citations.

a. A violation of this Section by a sidewalk vendor who has a valid current vending permit issued by the City is punishable only by an administrative citation pursuant to Section 1-7 of Chapter 1 of this Municipal Code, in amounts not to exceed the following:

(1) An administrative fine of one hundred dollars (\$100) for a first violation.

(2) An administrative fine of two hundred dollars (\$200) for a

second violation within one year of the first violation.

(3) An administrative fine of five hundred dollars (\$500) for each additional violation within one year of the first violation.

b. A person engaged in sidewalk vending without a valid current vending permit issued pursuant to this Section is punishable only by an administrative citation pursuant to Section 1-7 of Chapter 1 of this Municipal Code, in amounts not to exceed the following, in lieu of the amounts set forth in subsection (a) above:

(1) An administrative fine of two hundred fifty dollars (\$250) for a first violation.

(2) An administrative fine of five hundred dollars (\$500) for a second violation within one year of the first violation.

(3) An administrative fine of one thousand dollars (\$1,000) for each additional violation within one year of the first violation.

(4) Upon proof of a valid sidewalk vending permit issued by the City, any administrative fines imposed under this subsection (b) for vending without possessing a copy of the permit shall be reduced to the administrative fines set forth in subsection (a), above.

c. It shall constitute a separate and new offense for each and every hour during any portion of which a violation of, or failure to comply with, any provision or requirement of this Section is committed, continued or permitted by any person.

d. A violation of this Section shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

e. Failure to pay an administrative citation issued pursuant to this Section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions beyond those authorized herein shall not be assessed.

9-26.11 Appeals.

a. Appeal of Permit Denial, Suspension or Revocation.

(1) In the event that any applicant or permittee desires to appeal from any denial, suspension or revocation of a sidewalk permit, such applicant or permittee shall have the right to appeal such action to the City Manager or his/her designee by filing a written notice of appeal with the City Clerk within ten (10) days after receipt of the decision to deny or suspend or revoke and shall set forth the grounds for the appeal. A failure to file a timely appeal shall render the decision to deny or suspend or revoke a permit final.

(2) The City Manager or his/her designee shall set a time and place for a hearing on the appeal within ten (10) days of the filing of the appeal. The determination of the City Manager or his/her designee following the hearing shall be in writing and shall be mailed to, postage prepaid, to the applicant or permittee within five (5) days after the hearing. The decision of the City Manager or his/her designee shall be final and conclusive.

b. Appeal of Administrative Citation.

(1) The provisions of Section 1-7 of Chapter 1 of this Code shall apply to the appeal of an administrative citation.

9-26.12 Ability-to-Pay Determinations.

a. When assessing an administrative fine under this Section, the City will take into consideration a person's ability to pay the fine.

(1) Any fine issued under this Section will be accompanied by a notice of and instruction regarding a person's right to request an ability-to-pay determination.

(2) A person may request an ability-to-pay determination at adjudication or while the judgment remains unpaid, including when a case is delinquent or has been referred to a collection program.

b. The City shall accept 20% of the administrative fine as full payment when the vendor applying for the ability-to-pay determination meets any of the following criteria as a recipient of public benefits or poverty guidelines:

(1) Supplemental Security Income (SSI) and State Supplementary Payment (SSP) (Article 5, commencing with Section 12200, of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code).

(2) California Work Opportunity and Responsibility to Kids Act (CalWORKS) (Chapter 2, commencing with Section 11200, of Part 3 of Division 9 of the Welfare and Institutions Code) or a federal Tribal Temporary Assistance for Needy Families (Tribal TANF) grant program (Section 10553.25 of the Welfare and Institutions Code).

(3) Supplemental Nutrition Assistance Program (Chapter 51, commencing with Section 2011, of Title 7 of the United State Code) or the California Food Assistance Program (Chapter 10.1, commencing with Section 18930, of Part 6 of Division 9 of the Welfare and Institutions Code).

(4) County Relief, General Relief (GR), or General Assistance (GA) (Part 5, commencing with Section 17000, of Division 9 of the Welfare and Institutions Code).

(5) Cash Assistance Program for Aged, Blind and Disabled Legal Immigrants (CAPI) (Chapter 10.3, commencing with Section 18937, of Part 6 of Division 9 of the Welfare and Institutions Code).

(6) In-Home Supportive Services (IHSS) (Article 7, commencing with Section 12300, of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code).

(7) Medi-Cal (Chapter 7, commencing with Section 14000, of Part 3 of Division (of the Welfare and Institutions Code).

c. An applicant whose monthly income is 125% or less of the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under the authority of paragraph (2) of Section 9902 of Title 42 of the United States Code.

d. The City also may allow the person to complete community service in lieu of paying the fine, may waive the fine in whole or part, or may offer an alternative settlement and disposition.

9-26.13 Enforcement. The provisions of this Section may be enforced by any City employee authorized to enforce the provisions of this Code and by a designated representative of the law enforcement agency or agencies authorized by the City to enforce the laws of the City of Compton.

Section 2. CEQA. That the City Council finds and determines that there is no possibility that the adoption of this Ordinance will have a significant effect on the environment. Accordingly, this Ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) and 15378 of Division 6 of Title 14 of the California Code of Regulations.

Section 3. Severability. That if any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

Section 4. Distribution. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager (Code Enforcement Division), City Attorney, City Controller's Office (Business License Division), Public Works, Building and Safety, Fire Department and Los Angeles County Sheriff's Department, Compton Station.

Section 5. Effective Date; Urgency. That the City Council find and declares the need that this Ordinance is required for the immediate protection of the public peace, health, safety and welfare for the reasons set forth in the preface of this Ordinance and thus shall take immediate effect.

ADOPTED this _____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

February 11, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY OF COMPTON MASTER FEE SCHEDULE TO ADD INITIAL APPLICATION, RENEWAL AND STORAGE SIDEWALK VENDING AND COMMERCIAL VEHICLE VENDING PERMIT FEES

SUMMARY

The City Council will consider adopting a resolution which will place fees for initial applications, renewals and storage fees for sidewalk vending and commercial vehicle vending activities in the City's Master Fee Schedule.

BACKGROUND

On October 8, 2013, the City Council adopted Ordinance No. 2,243, which added Section 9-25 – “Commercial Vehicle Vending” and Section 9-26 – “Pushcart Vendors” – to Chapter 9 of the Compton Municipal Code (“CMC”) to provide responsible companies and persons who seek to engage in the operation of vending from commercial vehicles and pushcarts in the City of Compton with clear and concise regulations so as to prevent safety and traffic hazards as well as preserve the peace, safety and welfare of the community.

Ordinance No. 2,243, provided within Sections 9-25.6, 9-25.9, 9-26.5, 9-26.8 and 9-26.16 that the fees to be charged for the issuance and renewal of required permits and costs recovery for impounded and stored confiscated items shall be established by resolution or ordinance of the City Council. Therefore, on November 12, 2013; subsequent to a duly noticed public hearing held on October 8, 2018; the City Council adopted Resolution No. 23,869, which established fees for vending from commercial vehicles and pushcarts.

In September 2018, Governor Brown signed Senate Bill (“SB”) 946 – the “Sidewalk Vending Act” - which became effective and applicable to all cities and counties, including charter cities, on January 1, 2019, with a stated legislative intent to promote entrepreneurship and support immigrant and low-income communities. Pre-existing law authorized local authorities to adopt requirements for the public safety regulating any type of vending and the time, place and manner of vending; however, with the enactment of SB 946 limitations are placed on a local jurisdiction's authority to regulate sidewalk vending with respect to vendors that use the public right-of-way and sidewalk vending in public parks.

Since the provisions of the current CMC Section 9-26 regulating “Pushcart Vendors” share similarities with sidewalk vendors in a manner that is in conflict with the requirements of SB 946, the current Section 9-26 is unenforceable, thus necessitating amending the current Section 9-26 (as a separate item, Council will consider adopting an urgency ordinance amending CMC Section 9-26 which will bring City’s regulations in compliance with SB 946).

STATEMENT OF ISSUE:

On October 10, 2017, the City Council adopted Resolution No. 24,668, which adopted a Master Fee Schedule for services and facility rental fees and charges provided by the City. The fees established for vending from commercial vehicles and pushcarts by Resolution No. 23,869 were inadvertently omitted from the Master Fee Schedule. Thus, in order to avoid confusion it is recommended and requested by staff that Council authorize amendment of the Master Fee Schedule to include the fees duly established for vending from commercial vehicles and what will now be titled sidewalk vending; based on the amended CMC Section 9-26; within the Master Fee Schedule, as follows:

1. Initial Vendor Application and Permit Fee for Vehicles (per CMC Section 9-25): An initial application and permit fee for vendor of vehicles of Two Hundred Forty Five Dollars (\$245.00) per vehicle.
2. Initial Operator Application and Permit Fee for Vehicles (per CMC Section 9-25): An initial application and permit fee for operator of vehicles for Two Hundred Forty Five Dollars (\$245.00) per vehicle.
3. Annual Vendor Renewal Fee for Vehicles (per CMC Section 9-25): An annual renewal fee for vendor of vehicles of One Hundred Forty Dollars (\$140.00) per vehicle.
4. Annual Operator Renewal Fee for Vehicles (per Section 9-25.9): Annual renewal fee for operator of vehicles of One Hundred Forty Dollars (\$140.00) per vehicle.
5. Initial Sidewalk Vending Permit Application and Permit Fee (per CMC Section 9-26): An initial application and permit fee for sidewalk vending of Two Hundred Forty Five Dollars (\$245.00) per sidewalk vending facility.
6. Annual Sidewalk Vending Permit Renewal Fee (per CMC Section 9-26): Annual renewal fee for sidewalk vending of One Hundred Forty Dollars (\$140.00) per pushcart.

7. Impound and Storage Fee for Sidewalk Vending Facilities and/or Non-Perishable Items (per Section (9-26): An impound and storage fee of One Hundred Five Dollars (\$105.00) for the costs of non-perishable items and/or sidewalk vending facilities.

In light of the fact that there is no request to increase the fees set by Resolution No. 23,869, after a duly noticed public hearing on October 8, 2013, there is no requirement that a public hearing be held to move those fees to the City's Master Fee Schedule.

FINANCIAL IMPACT

Recovery of estimated reasonable costs of regulation of vending by commercial vehicles and sidewalk vendors within the City of Compton.

RECOMMENDATION

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

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE CITY OF COMPTON MASTER FEE SCHEDULE TO ADD
INITIAL APPLICATION, RENEWAL AND STORAGE SIDEWALK VENDING
AND COMMERCIAL VEHICLE VENDING PERMIT FEES**

WHEREAS, on October 8, 2013, the City Council adopted Ordinance No. 2,243, which added Section 9-25 – “Commercial Vehicle Vending” and Section 9-26 – “Pushcart Vendors” – to Chapter 9 of the Compton Municipal Code (“CMC”) to provide responsible companies and persons who seek to engage in the operation of vending from commercial vehicles and pushcarts in the City of Compton with clear and concise regulations so as to prevent safety and traffic hazards as well as preserve the peace, safety and welfare of the community; and

WHEREAS, Ordinance No. 2,243, provided within Sections 9-25.6, 9-25.9, 9-26.5, 9-26.8 and 9-26.16 that the fees to be charged for the issuance and renewal of required permits and costs recovery for impounded and stored confiscated items shall be established by resolution or ordinance of the City Council; therefore, on November 12, 2013; subsequent to a duly noticed public hearing held on October 8, 2018; the City Council adopted Resolution No. 23,869, which established fees for vending from commercial vehicles and pushcarts; and

WHEREAS, in September 2018, Governor Brown signed Senate Bill (“SB”) 946 – the “Sidewalk Vending Act” - which became effective and applicable to all cities and counties, including charter cities, on January 1, 2019, with a stated legislative intent to promote entrepreneurship and support immigrant and low-income communities; and

WHEREAS, pre-existing law authorized local authorities to adopt requirements for the public safety regulating any type of vending and the time, place and manner of vending; however, with the enactment of SB 946 limitations are placed on a local jurisdiction’s authority to regulate sidewalk vending with respect to vendors that use the public right-of-way and sidewalk vending in public parks; and

WHEREAS, since the provisions of the current CMC Section 9-26 regulating “Pushcart Vendors” share similarities with sidewalk vendors in a manner that is in conflict with the requirements of SB 946, the current Section 9-26 is unenforceable, thus necessitating amending the current Section 9-26 (as a separate item, Council will consider adopting an urgency ordinance amending CMC Section 9-26 which will bring City’s regulations in compliance with SB 946); and

WHEREAS, on October 10, 2017, the City Council adopted Resolution No. 24,668, which adopted a Master Fee Schedule for services and facility rental fees and charges provided by the City. The fees established for vending from commercial vehicles and pushcarts by Resolution No. 23,869 were inadvertently omitted from the Master Fee Schedule; thus, in order to avoid confusion it is recommended and requested by staff that Council authorize amendment of the Master Fee Schedule to include the fees duly established for vending from commercial vehicles and what will now be titled sidewalk vending; based on the amended CMC Section 9-26; within the Master Fee Schedule.

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

Section 1. That the City’s Master Fee Schedule, adopted by the City Council on October 10, 2017, pursuant to Resolution No. 24,668 is hereby amended to include the following fees:

Business License Division

<u>Fee Name</u>	<u>Fee Amount</u>
Initial Vendor Application and Permit Fee for Vehicles	\$245.00 per vehicle
Initial Operator Application and Permit Fee for Vehicles	\$245.00 per vehicle
Annual Vendor Renewal Fee for Vehicles	\$140.00 per vehicle
Annual Operator Renewal Fee for Vehicles	\$140.00 per vehicle
Initial Sidewalk Vending Permit Application and Permit Fee	\$245.00 per vending facility
Annual Sidewalk Vending Permit Renewal Fee	\$140.00 per vending facility
Impound and Storage Fee for Sidewalk Vending Facility and/or Non-Perishable Items	\$105.00

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager (Code Enforcement Division), City Controller (Business License Division) , City Treasurer, Los Angeles County Sheriff’s Department – Compton Station.

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

ADOPTED this ____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

February 11, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,130, AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, RATIFYING THE FUNDING AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON (\$108,443.53)

SUMMARY

The adoption of this resolution will rescind Resolution No. 25,130, adopted October 8, 2019, amend the Public Works Department 2019-2020 Fiscal Year budget to transfer One Hundred Eight Thousand Four Hundred Forty Three Dollars and Fifty-Three Cents (\$108,443.53) in funds between accounts, ratify the funding agreement entered into with Liberty Utilities for the street rehabilitation portion of the Waterline Project on 137th Street and Paulsen Avenue in the City of Compton and issue a purchase order in the amount of Ninety Eight Thousand Five Hundred Eighty Five Dollars and Three Cents (\$98,585.03).

BACKGROUND

Liberty Utilities provides rate regulated natural gas, water and electricity generation, transmission and distribution utility services to over 758,000 customers in the United States.

On January 31, 2019, Liberty Utilities solicited Request for Bids from qualified contractors to provide Street Restoration on 137th Street and Paulsen Avenue in the City of Compton. There were no bids received.

On February 12, 2019, the Public Works Department issued an encroachment permit to Liberty Utilities to do a waterline project consisting of the installation of 2,785 feet of 12", 8", 6" & 4" ductile iron pipelines, 16-valves, 6-6" fire hydrants, 67 water services, and 8" interconnection (vault and meter) on 137th Street, from Grandee Avenue to Paulsen Avenue and on Paulsen Avenue, from Stockwell Avenue to 137th Street.

On April 15, 2019, the Public Works Department issued a second (2nd) permit to Liberty Utilities to do a waterline project consisting of the installation of 1,015 feet of 12", 8" and 4" ductile iron pipeline, 9 valves, 4-6" fire hydrants and 1 fire hydrant removal on Paulsen Avenue.

**Staff Report – Resolution Rescinding Resolution No. 25,130
Amend FY 2019-20 Budget, Ratify Liberty Utilities Funding
Agreement/Waterline Project on 137th and Paulsen
February 11, 2020, page 2**

As part of the encroachment permits special conditions, the Compton Public Works Department is requiring Liberty Utilities to reconstruct a portion of the street and the City will share in the cost of constructing the City's portion that is in very poor condition. This pavement work will remove or rehabilitate approximately 100,000 square feet of pavement at a cost to the City of less than \$1.00/square feet or a cost of \$98,585.03, plus an authorized ten percent (10%) contingency (i.e. \$9,858.03).

On July 2, 2019, Liberty Utilities sent out a Request for Bids to the following four (4) contractors:

GM Sager Construction
Excel Paving
EBS
Pave Company

On July 19, 2019, Liberty Utilities received one bid from GM Sager Construction in the amount of \$231,884.10. On July 26, 2019, Liberty Utilities sent out the award letter to GM Sager Construction to provide the street construction portion of the project.

The pavement portion of the project will consist of the cold milling of 2"-3" of asphalt concrete and construct 2" of asphalt concrete (on 137th Street, from Grandee Avenue to Wilmington), grind & cap with rubberized asphalt (20' width), cold milling 2"-3" of asphalt concrete and construct 2" of asphalt concrete, slurry seal (Paulsen – Stockwell to 137th Street, and cold milling of 2"-3" asphalt concrete and construct 2" of asphalt concrete Paulsen from 137th Street to 139th Street.

Sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save City staff resources and funds that would need to be expended if the City was to procure the rehabilitation of 137th Street and Paulsen Avenue on its own.

STATEMENT OF ISSUE

On October 8, 2019, the City Council adopted Resolution No. 25,130, which authorized the entering into a funding agreement with Liberty Utilities for the construction of the street rehabilitation portion of the waterline project on 137th Stadium and Paulsen Avenue, authorized the issuance of a purchase order in the amount of \$98,585.03 and 10% contingency amount of \$9,858.50.

Due to budgetary constraints, the City desires to change the funding source allocations that were previously appropriated pursuant to Resolution No. 25,130; thus, it is requested that Resolution No. 25,130 be rescinded and the attached resolution be adopted to reflect the revised account numbers. The funding agreement, as executed between the City and

**Staff Report – Resolution Rescinding Resolution No. 25,130
Amend FY 2019-20 Budget, Ratify Liberty Utilities Funding
Agreement/Waterline Project on 137th and Paulsen
February 11, 2020, page 3**

Liberty Utilities will remain in effect. The project will begin within 30 days after City Council's approval and is expected to be completed within 5 weeks.

FISCAL IMPACT

The final cost for the entire project is estimated at \$231,884.10 and the City's share is estimated to be \$98,585.03, with an authorized contingency amount of \$9,858.50 as follows:

Item Description	Liberty	Compton	Sativa
Cold Mill 2"-3" AC/construct	\$43,930.95	\$ 43,930.95	0
Grind & CAP	\$18,180.00	0	0
Cold Mill 2"-3" AC/construct 2"	\$21,975.15	\$ 21,975.15	0
Slurry Seal	\$38,320.00	0	0
Cold Mill 2"-3" AC/construct 2"	0	\$ 32,678.93	\$21,785.95
Subtotal	\$122,406.10	\$ 98,585.03	\$21,785.95
10% Contingency		\$ 9,858.50	
Budget Total	\$122,406.10	\$108,443.53	\$21,785.95

The Public Works Department 2019-2020 Fiscal Year budget needs to be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4266	Contract Services	\$30,179.25
1004-720-000- 4269	Other Contract Services	\$78,264.28

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4300	Capital Outlay	\$30,179.25
1004-720-000 –4300	Capital Outlay	\$78,264.28

Funds in the amount of \$108,443.53 will be available in the Public Works Fiscal Year 2019-2020 budget in Account Nos. 1520-710-OMR-4300 (\$30,179.25) and 1004-720-000-4300 (\$78,264.28).

ALTERNATIVE

There are no alternatives being recommended. Liberty Utilities entered into the Funding Agreement with the City based upon the good faith belief that proper authorization was obtained and funding allocated.

**Staff Report – Resolution Rescinding Resolution No. 25,130
Amend FY 2019-20 Budget, Ratify Liberty Utilities Funding
Agreement/Waterline Project on 137th and Paulsen
February 11, 2020, page 4**

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND
PROJECT MANAGER**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,130, AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, RATIFYING THE FUNDING AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE CITY OF COMPTON (\$108,443.53)

WHEREAS, on February 12, 2019, the Public Works Department issued an encroachment permit to Liberty Utilities to do a waterline project consisting of the installation of 2,785 feet of 12", 8", 6" & 4" ductile iron pipelines, 16-valves, 6-6" fire hydrants, 67 water services, and 8" interconnection (vault and meter) on 137th Street, from Grandee Avenue to Paulsen Avenue and on Paulsen Avenue, from Stockwell Street to 137th Street; and

WHEREAS, on April 15, 2019, the Public Works Department issued a second permit to Liberty Utilities to do a waterline project consisting of the installation of 1,015 feet of 12", 8" and 4" ductile iron pipeline, 9 valves, 4-6" fire hydrants and 1 fire hydrant removal on Paulsen Avenue; and

WHEREAS, as part of the encroachment permits special conditions, the City of Compton Public Works Department is requiring Liberty Utilities to reconstruct a portion of the street and the City would share in the cost of construction the City's portion that is in very poor condition; and

WHEREAS, this pavement work would remove or rehabilitate approximately 100,000 square feet of pavement at a cost to the City of less than \$1.00/square feet or a total cost of \$98,585.03, plus an authorized ten percent (10%) contingency (i.e. \$9,858.03); and

WHEREAS, on July 2, 2019, Liberty Utilities sent out a Request for Bids to four (4) contractors and on July 19, 2019, Liberty Utilities received one bid from GM Sager Construction in the amount of \$231,884.10 to provide the street construction portion of the project; and

WHEREAS, sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save City staff resources and funds that would need to be expended if the City of Compton was to procure the rehabilitation of 137th Street and Paulsen Avenue on its own; and

WHEREAS, the final cost for the entire project is estimated at \$231,884.10 and the City's share is estimated to be \$98,585.03, with an authorized contingency amount of \$9,858.50 as follows:

Item Description	Liberty	Compton	Sativa
Cold Mill 2"-3" AC/construct	\$43,930.95	\$ 43,930.95	0
Grind & CAP	\$18,180.00	0	0
Cold Mill 2"-3" AC/construct 2"	\$21,975.15	\$ 21,975.15	0
Slurry Seal	\$38,320.00	0	0
Cold Mill 2"-3" AC/construct 2"	0	\$ 32,678.93	\$21,785.95
Subtotal	\$122,406.10	\$ 98,585.03	\$21,785.95
10% Contingency		\$ 9,858.50	
Budget Total	\$122,406.10	\$108,443.53	\$21,785.95;

and

WHEREAS, on October 8, 2019, the City Council adopted Resolution No. 25,130, which authorized the entering into a funding agreement with Liberty Utilities for the construction of the street rehabilitation portion of the waterline project on 137th Stadium and Paulsen Avenue, authorized the issuance of a purchase order in the amount of \$98,585.03 and 10% contingency amount of \$9,858.50; and

WHEREAS, due to budgetary constraints, the City desires to change the funding source allocations that were previously appropriated pursuant to Resolution No. 25,130; thus, it is requested that Resolution No. 25,130 be rescinded and the attached resolution be adopted to reflect the revised account numbers. The funding agreement, as executed between the City and Liberty Utilities will remain in effect; and

WHEREAS, the Public Works Department 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts.

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

SECTION 1. That Resolution No. 25,130, adopted by the City Council on October 8, 2019, is hereby rescinded.

SECTION 2. That the Funding Agreement entered into between the City and Liberty Utilities for the construction of the street rehabilitation portion of the Waterline Project on 137th Street and Paulsen Avenue in the City of Compton is hereby re-authorized and ratified.

SECTION 3. That the Public Works Department 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4266	Contract Services	\$30,179.25
1004-720-000- 4269	Other Contract Services	\$78,264.28

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1520-710-OMR-4300	Capital Outlay	\$30,179.25
1004-720-000 – 4300	Capital Outlay	\$78,264.28

SECTION 4. That funds in the amount of \$108,443.53 will be available in the Public Works Fiscal Year 2019-2020 fiscal year budget in Account Nos. 1520-710-OMR-4300 (\$30,179.25) and 1004-720-000-4300 (\$78,264.28).

SECTION 5. That a purchase order in the amount of \$98,585.03 is hereby authorized to be issued to Liberty Utilities.

SECTION 6. That a ten percent (10%) contingency amount is authorized.

SECTION 7. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**FUNDING AGREEMENT FOR 137th STREET AND PAULSEN AVENUE
IMPROVEMENTS
BETWEEN LIBERTY UTILITIES AND THE CITY OF COMPTON**

THIS FUNDING AGREEMENT ("Agreement") is made as of the 8th day of **October 2019**, by and between Liberty Utilities, a corporation, having its principal office at 9750 Washburn Road, Downey, CA 90241 ("LIBERTY UTILITIES") and the City of Compton, a municipal corporation, having its principal office at 205 South Willowbrook Avenue, Compton, CA 90220 ("COMPTON").

WITNESSETH:

WHEREAS, 137th Street, between Grandee Avenue and Wilmington Avenue in the CITY OF COMPTON and Paulsen Avenue between Stockwell and 137th Street and Paulsen Avenue between 137th Street to 139th Street in the CITY OF COMPTON is in need of rehabilitation. It is mutually agreed that this street sections are in need of grid and overly and slurry seal to address traffic concerns; and

WHEREAS, LIBERTY UTILITIES is willing to include that portion of 137th Street, between Grandee Avenue and Wilmington Avenue in the CITY OF COMPTON and Paulsen Avenue between Stockwell and 137th Street and Paulsen Avenue between 137th Street to 139th Street in the CITY OF COMPTON as part of the street portions of its Waterline Project ("PROJECT").

WHEREAS, LIBERTY UTILITIES is requesting that COMPTON join LIBERTY in improving 137TH Street and Paulsen Avenue; and

WHEREAS, COMPTON is willing to join LIBERTY UTILITIES by sharing the costs of the street rehabilitation portion of the project.

WHEREAS, LIBERTY UTILITIES will be solely responsible for the bidding process, award, inspection and administration of the construction of the project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

A. The fair share of construction cost will be \$98,585.03 for COMPTON and \$122,406.10 for LIBERTY UTILITIES. Prior to commencing work, LIBERTY UTILITIES shall provide to COMPTON a detailed good faith estimate of COMPTON's Project Costs and obtain COMPTON's approval of the same from its Director of Public Works prior to proceeding forward with the COMPTON portion. Upon submission of all required applications and payment of all applicable fees, COMPTON agrees to issue to Contractor all necessary permits required to perform and complete COMPTON's portion of the Project based on any applicable construction plans approved by COMPTON.

B. COMPTON agrees to pay COMPTON's portion of the grind and overlay and slurry seal work within sixty (60) days of the receipt by LIBERTY UTILITIES of the invoiced amounts, which LIBERTY UTILITIES shall reasonably approve in a timely manner.

C. LIBERTY UTILITIES and COMPTON agree to be responsible for the maintenance of the improvements constructed upon completion and acceptance of the Project. LIBERTY UTILITIES shall not accept the Project as complete without consulting with and obtaining the consent of COMPTON. From and after the completion of COMPTON's portion, LIBERTY UTILITIES shall not be responsible for any costs including but not limited to maintenance costs associated with COMPTON's portion.

D. LIBERTY UTILITIES shall use its best efforts to complete the Project within the engineer's estimates set forth in or otherwise implied by the P.W. Contract ("Engineer's Estimates"). COMPTON acknowledges that the Project Costs may exceed the engineer's estimates approved by COMPTON during the term of the P.W. Contract.

E. LIBERTY UTILITIES shall require the Contractor to indemnify and defend COMPTON in the same manner that LIBERTY UTILITIES is indemnified by Contractor under the P.W. Contract. LIBERTY UTILITIES shall require Contractor to name both LIBERTY UTILITIES and COMPTON as additional insureds on all insurance policies, including endorsements which Contractor obtains related to the Project ("Insurance Policies"). Any Insurance Policies shall be regarded as primary insurance underlying any other insurance available to COMPTON.

F. Except as expressly set forth herein, LIBERTY UTILITIES has not made and disclaims any representation or warranty, whether express or implied, and whether by common law, statute, or otherwise, regarding Contractor's fitness to undertake the California Project.

G. The representatives of the respective parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

The principal representative of the City of Compton shall be:

Wendell Johnson
Director of Public Works
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5500

The principal representative of the Liberty Utilities shall be:

Chris Alario
California President
9750 Washburn Road
Downey, CA 90241
(562) 299-5122

H. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties

I. This Agreement is covered by the laws of the State of California. Any action relating to this Agreement, whether in law or in equity, must be filed in the Los Angeles Superior Court, Southeast Judicial District.

J. To the extent that LIBERTY UTILITIES has the right under the P.W. Contract or otherwise at law to terminate the P.W. Contract and/or replace the Contractor, LIBERTY UTILITIES reserves the right to do so at any time and for any reason, but shall consult with COMPTON before finalizing a decision to terminate the P.W. Contract or replace the Contractor.

K. To the extent that LIBERTY UTILITIES has the right under the P.W. Contract or otherwise at law to temporarily suspend or permanently abandon the Project, LIBERTY UTILITIES shall consult with COMPTON before finalizing any decision to suspend or abandon the project.

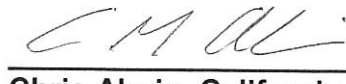
L. The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, their successors and assigns. LIBERTY UTILITIES may not transfer or assign this Agreement without COMPTON's prior written consent, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

CITY OF COMPTON:


Craig J. Cornwell, City Manager

LIBERTY UTILITIES:


Chris Alario, California President

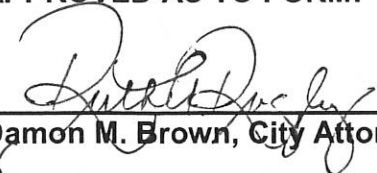


ATTEST:

Alita Godwin, City Clerk

Dated: 10-22-19

APPROVED AS TO FORM:


Damon M. Brown, City Attorney

Dated: 10/22/19

25,130
RESOLUTION NO. _____

1 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
2 AMENDING THE PUBLIC WORKS DEPARTMENT 2019-2020 FISCAL YEAR
3 BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE
4 THE CITY MANAGER TO ENTER INTO A FUNDING AGREEMENT WITH
5 LIBERTY UTILITIES FOR THE STREET REHABILITATION PORTION OF THE
6 WATERLINE PROJECT ON 137TH STREET AND PAULSEN AVENUE IN THE
7 CITY OF COMPTON FOR AN ESTIMATED TOTAL AMOUNT OF \$108,443.53

8 WHEREAS, on January 31, 2019, Liberty Utilities solicited Request for Bids from
9 qualified contractors to provide street restoration on 137th Street and Paulsen Avenue in
10 the City of Compton and there were no bids received; and

11 WHEREAS, on February 12, 2019, the Public Works Department issued an
12 encroachment permit to Liberty Utilities to do a waterline project consisting of the
13 installation of 2,785 feet of 12", 8", 6" & 4" ductile iron pipelines, 16-valves, 6-6" fire
14 hydrants, 67 water services, and 8" interconnection (vault and meter) on 137th Street,
15 from Grandee Avenue to Paulsen Avenue and on Paulsen Avenue, from Stockwell
16 Street to 137th Street; and

17 WHEREAS, on April 15, 2019, the Public Works Department issued a second
18 permit to Liberty Utilities to do a waterline project consisting of the installation of 1,015
19 feet of 12", 8" and 4" ductile iron pipeline, 9 valves, 4-6" fire hydrants and 1 fire hydrant
20 removal on Paulsen Avenue; and

21 WHEREAS, as part of the encroachment permits special conditions, the City of
22 Compton Public Works Department is requiring Liberty Utilities to reconstruct a portion of
23 the street and the City of Compton would share in the cost of construction the City's
24 portion that is in very poor condition; and

25 WHEREAS, this pavement work would remove or rehabilitate approximately
26 100,000 square feet of pavement at a cost to the City of less than \$1.00/square feet or a
27 total cost of \$108,443.53 (including a 10% contingency); and

28 WHEREAS, on July 2, 2019, Liberty Utilities sent out a Request for Bids to the
29 following four (4) contractors:

GM Sager Construction
Excel Paving
EBS
Pave Company

30 WHEREAS, on July 19, 2019, Liberty Utilities received one bid from GM Sager
31 Construction in the amount of \$231,884.10 and on July 26, 2019, Liberty Utilities sent out
32 the award letter to GM Sager Construction to provide the street construction portion of
the project; and

WHEREAS, the pavement portion of the project will consist of the cold milling of
2"-3" of asphalt concrete and construct 2" of asphalt concrete (on 137th Street, from
Grandee Avenue to Wilmington Avenue), grind & cap with rubberized asphalt (20' width),
cold milling 2"-3" of asphalt concrete and construct 2" of asphalt concrete, slurry seal
(Paulsen Avenue - Stockwell Street to 137th Street, and cold milling of 2"-3" asphalt
concrete and construct 2" of asphalt concrete (Paulsen Avenue from 137th Street to 139th
Street and the project will begin in October 2019 and is expected to be completed within
5 weeks; and

WHEREAS, sharing the costs of this project will facilitate pavement rehabilitation
work, minimize public inconvenience and save City staff resources and funds that would
need to be expended if the City of Compton was to procure the rehabilitation of 137th
Street and Paulsen Avenue on its own; and

RESOLUTION NO. _____
PAGE TWO

WHEREAS, the final cost estimate for the entire project is estimated at \$231,884.10 and the City of Compton's share is estimated to be \$108,443.53 as follows:

Item Description	Liberty	Compton	Sativa
Cold Mill 2"-3" AC/construct	\$43,930.95	\$ 43,930.95	0
Grind & CAP	\$18,180.00	0	0
Cold Mill 2"-3" AC/construct 2"	\$21,975.15	\$ 21,975.15	0
Slurry Seal	\$38,320.00	0	0
Cold Mill 2"-3" AC/construct 2"	0	\$ 32,678.93	\$21,785.95
Subtotal	\$122,406.10	\$ 98,585.03	\$21,785.95
10% Contingency		\$ 9,858.50	
Budget Total	\$122,406.10	\$108,443.53	\$21,785.95;

and

WHEREAS, the Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

Account No.	Description	Amount
1520-720-OMR-4233	Maint/Repair Materials	\$75,966.00
2300-720-000- 4233	Maint/Repair Materials	\$ 2,298.28

To:

Account No.	Description	Amount
1520-720-OMR-4266	Contract Services	\$75,966.00
2300-720-000- 4269	Other Contract Services	\$ 2,298.28; and

WHEREAS, funds in the amount of \$108,443.53 will be available in the Public Works Fiscal Year 2019-2020 fiscal year budget in Account Nos. 1520-710-OMR-4266 (\$30,179.25), 2300-720-000-4269 (\$2,298.28), and 1520-720-OMR-4266 (\$75,966); and

WHEREAS, in order for the City Manager to enter into a funding agreement with Liberty Utilities for the street rehabilitation portion of the waterline project on 137th Street and Paulsen Avenue in the City of Compton for a total contract amount of \$108,443.53, City Council's authorization is necessary

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a funding agreement with Liberty Utilities, including any necessary amendments there to, for the construction of the street rehabilitation portion of the waterline project on 137th Street and Paulsen Avenue in the City of Compton.

SECTION 2. That the Public Works 2019-2020 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

Account No.	Description	Amount
1520-720-OMR-4233	Maint/Repair Materials	\$75,966.00
2300-720-000- 4233	Maint/Repair Materials	\$ 2,298.28

RESOLUTION NO. _____

PAGE THREE

To:

Account No.	Description	Amount
1520-720-OMR-4266	Contract Services	\$75,966.00
2300-720-000- 4269	Other Contract Services	\$ 2,298.28

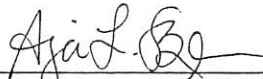
SECTION 3. That funds in the amount of \$108,443.53 will be available in the Public Works Fiscal Year 2019-2020 fiscal year budget in Account Nos. 1520-710-OMR-4266 (\$30,179.25), 2300-720-000-4269 (\$2,298.28), and 1520-720-OMR-4266 (\$75,966).

SECTION 4. That a purchase order in the amount of \$98,585.03 and a contingency amount of \$9,858.03 is hereby authorized to be issued.

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

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

ADOPTED this 8th day of October, 2019.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the 8th day of October, 2019.

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

AYES:	COUNCIL MEMBERS-	Chambers, McCoy, Sharif, Brown
NOES:	COUNCIL MEMBERS-	None
ABSENT:	COUNCIL MEMBERS-	Galvan
ABSTAIN:	COUNCIL MEMBERS-	None


CITY CLERK OF THE CITY OF COMPTON

February 11, 2020

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENTS' 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS WITHIN THE PROPOSITION A FUND AND ISSUE A PURCHASE ORDER TO CREATIVE BUS SALES IN THE AMOUNT OF \$380,759.01 FOR THE PROCUREMENT OF THREE (3) CLEAN AIR BUSES FOR THE DIAL-A-RIDE AND FIXED ROUTE TRANSIT SERVICES (\$380,759.01)

SUMMARY

This resolution authorizes the City Manager to amend the Public Works Department Fiscal Year 2019-2020 budget to transfer Three Hundred Eighty Thousand Seven Hundred Fifty Nine Dollars and One Cent (\$380,759.01) in funds within the Proposition A Fund and issue a purchase order to Creative Bus Sales in the amount of \$380,759.01 for the procurement of three (3) clean air buses for the Dial-A-Ride and Fixed Route Transit services.

BACKGROUND

The City of Compton operates a Dial-A-Ride Program and the Renaissance Transit System service that provides public transportation services for the residents and riders who reside or visit the City.

Dial-A-Ride Program

The Dial-A-Ride Program is designed for seniors 55 years and older and persons with disabilities who reside within the City. This program is designed to offer curb-to-curb transportation services to seniors and disabled persons anywhere within the City boundaries and to satellite points outside of the City, including Kaiser Bellflower, Downey and Harbor General, Martin Luther King, Jr., and St. Francis Hospitals.

Fixed Route Transit Services

The Renaissance Transit System service has been an integral part of the community for 24 years, serving both residents of Compton and adjoining communities. The Renaissance Fixed Route Transit System provides feeder service to the regional and sub-regional transit system, as well as the Metropolitan Transit Authority (MTA) Blue Line Light Rail Transit System and Regional Bus Transit System.

**Staff Report – Resolution Amending FY 2019-20 Budget
Issue Purchase Order to Creative Bus Sales
Purchase 3 Buses for City Transportation Services
February 11, 2020, page 2**

The City currently operates two (2) Dial-A-Ride buses. Based on the current rideshare activity, the City's existing fleet is inadequate to meet the demands of the transportation services being requested. Therefore, staff is requesting to purchase 2 additional buses to add to the fleet.

The Renaissance Transit Bus System consist of five (5) routes Citywide and is currently maintained and operated by MV Transportation. According to the Service Agreement with MV Transportation, the City is required to have 5 buses and one spare bus in its fleet. The City currently has only five (5) buses and no spare. Therefore, in order to be in compliance with the contract it is necessary to purchase one spare bus.

STATEMENT OF ISSUE

In June 2019, City staff received proposals from Creative Bus Sales to obtain three (3) Class C Compressed Natural Gas (CNG) Cutaway ADA buses for 16-passengers + 2 wheelchair passengers at a total cost of \$380,759.01 (see the attached proposals provided by Creative Bus Sales). Staff anticipates delivery of the vehicles within 150 days after receipt of the order from the City.

Creative Bus Sales was awarded a contract through the California Association for Coordinated Transportation (CalACT)/Morongo Basin Transit Authority (MBTA). The City is a member agency of the CalACT/MBTA, which is a statewide association of small, rural, and specialized transportation providers.

As a component of promoting collaboration and exchange among smaller transit agencies, CalACT provides opportunities for small agencies to "piggyback" off of existing procurement contracts to purchase vehicles and equipment.

Under this existing purchase contract, the City is able to select the appropriate vehicles for its operation, customize them as desired, and purchase them utilizing a price that has been previously bid consistent with governmental purchasing guidelines. As these contracts are bid on a larger scale, this would enable the City to obtain competitive pricing that might not otherwise have been available.

**Staff Report – Resolution Amending FY 2019-20 Budget
Issue Purchase Order to Creative Bus Sales
Purchase 3 Buses for City Transportation Services
February 11, 2020, page 3**

FISCAL IMPACT

The Public Works operating 2019-2020 Fiscal Year budget will be amended to appropriate \$380,759.01 from Proposition A Fund Balance of \$3,923,269.

Increase expenditure Account No. 2000-710-000-4300 by \$380,759.01. Once the funds are appropriated, funds will be available.

ALTERNATIVE

No alternative proposed. As indicated above, contractually the City is obligated to provide at least one (1) spare transit bus for use by the Renaissance Transit Bus System.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS
DEPARTMENT 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS
WITHIN THE PROPOSITION A FUND AND ISSUE A PURCHASE ORDER TO
CREATIVE BUS SALES IN THE AMOUNT OF \$380,759.01 FOR THE
PROCUREMENT OF THREE (3) CLEAN AIR BUSES FOR THE DIAL-A-RIDE AND
FIXED ROUTE TRANSIT SERVICES (\$380,759.01)**

WHEREAS, the City of Compton operates a Dial-A-Ride Program and the Renaissance Transit System service that provides public transportation services for the residents and riders who reside or visit the City; and

WHEREAS, the Dial-A-Ride Program is designed for seniors 55 years and older and persons with disabilities who reside within the City and this program is design to offer curb-to-curb transportation services to seniors and disabled persons anywhere within the City of Compton boundaries and to satellite points outside of the City including Kaiser Bellflower, Downey and Harbor General, Martin Luther King, Jr., and St. Francis Hospitals; and

WHEREAS, the City currently operates two (2) Dial-A-Ride buses; however, based on the current rideshare activity, the City's existing fleet is inadequate to meet the demands of the transportation services being requested and therefore staff is recommending the purchase of two (2) additional buses for the fleet; and

WHEREAS, the Renaissance Transit System service has been an integral part of the community for 24 years serving both residents of Compton and adjoining communities and the Renaissance Fixed Route Transit System provides feeder service to the regional and sub-regional transit system, as well as the Metropolitan Transit Authority (MTA) Blue Line Light Rail Transit System and Regional Bus Transit System; and

WHEREAS, the Renaissance Transit Bus System consist of five (5) routes Citywide and is currently maintained and operated by MV Transportation; and

WHEREAS, according to the Service Agreement with MV Transportation, the City is required to have five buses and one spare bus in its fleet; however, currently the City does not have a spare transit bus and therefore staff is recommending the purchase of one (1) additional bus; and

WHEREAS, in June 2019, City staff received proposals from Creative Bus Sales to obtain three (3) Class C Compressed Natural Gas (CNG) Cutaway ADA buses for 16-passengers + 2 wheelchair passengers at a total cost of \$380,759.01; and

WHEREAS, Creative Sales was awarded a contract through the California Association for Coordinated Transportation (CalACT)/Morongo Basin Transit Authority (MBTA), of which the City is a member agency; and

WHEREAS, the CalACT/MBTA which is a statewide association of small, rural, and specialized transportation providers and as a component of promoting collaboration and exchange among smaller transit agencies, CalACT provides opportunities for small agencies to "piggyback" off of existing procurement contracts to purchase vehicles and equipment; and

WHEREAS, under this existing purchase contract, the City is able to select the appropriate vehicles for its operation, customize them as desired, and purchase them utilizing a price that has been previously bid consistent with governmental purchasing guidelines and as these contracts are bid on a larger scale, this would enable the City to obtain competitive pricing that might not otherwise have been available; and

WHEREAS, the Public Works operating 2019-2020 Fiscal Year budget will be amended to appropriate \$380,759.01 from available Fund Balance in Proposition A Fund 2000, increase expenditure account number 2000-710-000-4300.

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

SECTION 1. That the Public Works Department 2019-2020 Fiscal Year budget shall be amended to transfer funds and issue a purchase order to Creative Bus Sales in the amount of Three Hundred Eight Thousand Seven Hundred Fifty Nine Dollars and One Cent (\$380,759.01) for procurement of three (3) clean air buses for the Dial-A-Ride and Fixed Route Transit System services.

SECTION 2. That the Public Works operating 2019-2020 Fiscal Year budget will be amended to appropriate \$380,759.01 from available Fund Balance in Proposition A Fund 2000 and increase expenditure Account No. 2000-710-000-4300.

SECTION 3. That funds in the amount of \$380,759.01 will be available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 2000-710-000-4300 and there is no impact to the General Fund.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and Public Works Department.

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

ADOPTED this _____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON



Creative Bus Sales

14740 Ramona Avenue, Chino, CA 91710

October 24, 2019

Creative Bus Sales Proposal to City of Compton



**Please note above photo is not to specifications.*

CalACT Class C CNG Cutaway ADA Bus Pricing based off of CalACT / MBTA Vehicle Purchasing Cooperative

- Piggyback Options: CalACT / MBTA Bid (Class C-CNG)
- Delivery Timeline: 150-days from receipt of order
- New Starcraft Allstar Cutaway Bus
- Ford E450 Cutaway Bus with 6.2L V8 Gasoline Engine with Gaseous Prep
- Braun Century Wheelchair Lift (Rear)
- Restraints: Q-Straint 8100 Deluxe with Knobs
- Flooring: Grey Altro
- USSC Driver's Seat with Black Vinyl
- Seat Covers: Docket 90 –Grey Vinyl (#114)
- Standee Line: Yellow
- CNG UPFIT: CARB Certified / Ford QVM
- Seating Configurations:
 - 18-Ambulatory Passengers + 1-Wheelchair Position
 - Or 16-Ambulatory Passengers + 2-Wheelchair Positions
 - Or 8-Ambulatory Passengers + 4-Wheelchair Positions

From the office of Steve Chung
Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
stevec@creativebussales.com
www.creativebussales.com

Published Options:

• (1) AM/FM/CD Stereo with 4-Speakers:	\$485.87
• (9) Double Foldaway Seats:	\$10,203.21
• (2) Additional Wheelchair Positions:	\$1,587.16
• (1) Lowered First Step:	\$404.89
• (1) OBDII GPS Tracking Unit with OBDII Splitter Cable:	\$375.00
• (16) Seat Credit:	(\$2,159.36)
• (1) Amerex Fire Suppression System:	\$4,048.88
• (1) Two-Way Radio Allowance:	\$2,500.00
• (1) Exterior Bus Decals:	\$2,000.00
• Total Published Options:	\$19,445.65

Non-Published Options:

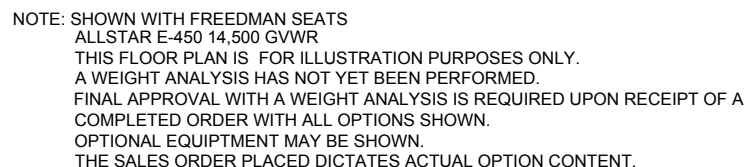
• (1) Upgrade CNG System to total of 39 GGE:	\$8,889.79
• (1) Trans Air 73R60 Roof Mount AC System:	\$3,795.00
• (1) Wheelchair Lift Cover:	\$250.00
• Total Non-Published Options:	\$12,934.79

Pricing for Starcraft Allstar (Class C-CNG):

Base Bus Price		\$84,820.15
Additions		\$32,380.44
Ford Mobility Discount		\$1,000.00
Doc Fee		\$85.00
Subtotal		\$118,285.59
Non Taxable ADA Equipment	\$20,945.26	
Sales Tax	9.50%	\$9,977.38
CalACT Fee		\$1,774.28
DMV Filing Fee		\$29.00
DMV Registration Fee	IF EXEMPT	\$0.00
Tire Fee		\$12.25
Ford Mobility Discount		-\$1,000.00
Total Cost Per Bus		\$129,078.51

*Purchase Requires Membership to CalACT and Payment of Procurement Fee.

*Please call Jacklyn Montgomery at CalACT at (916) 920-8018 to become a member of CalACT.



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

DWG. No. 4 WC 9 DB FOLDS 176 190 USA

STARCRAFT / STARTRANS CALACT CLASS B AND C BASE SPECIFICATIONS	
4-WHEEL ALIGNMENT	1
NO TOW VEHICLE ALLOWED DURING DELIVERY	1
PARTS MANUAL WITH AS-BUILT ELECTRICAL SCHEMATICS	1
GROUND ENGINE TO CHASSIS FRAME, BODY TO CHASSIS FRAME, LIFT PUMP HOUSING TO CHASSIS FRAME	1
HIP-TO-KNEE SPACING 27" MINIMUM	1
LOW BACK SEATS SHALL BE USED AGAINST REAR WALL ON RAISED FLOOR BUSES	1
GROUND TO FIRST STEP HEIGHT SHALL NOT EXCEED 12.5" UNLOADED	1
304 STAINLESS STEEL REQUIRED FOR ENTRY GRABS AND CEILING GRABS	1
CEILING GRAB RAILS REQUIRE FORMED ELBOWS - NO END CAPS	1
AC & HEATER HOSES SUPPORTED EVERY 24" MINIMUM	1
BUILD FRONT DRIVER STORAGE COMPARTMENT FOR STORAGE	1
TOOLBOX FOR TIE DOWNS	1
DRIVER ENTRY GRAB HANDLE	1
INTERLOCK ON ENTRY DOOR. MUST BE IN PARK TO OPERATE.	1
ENTRY DOOR HEADER ACCESS DOOR - HINGED	1
BATTERY TRAY: STAINLESS STEEL TRAY & SLIDES WITH DRAIN HOLES IN BATTERY BOX	1
INSTALL BATTERY CABLE WIRING DIAGRAM INSIDE BATTERY ACCESS DOOR	1
STAINLESS STEEL BATTERY HOLD-DOWN HARDWARE	1
DECAL: BATTERY DISCONNECT, EMERGENCY USE ONLY	1
ADD 2ND HEATER BRASS 1/4-TURN VALVE	1
DECAL: "HEATER SHUT OFF VALVE". INSTALL ON STREET SIDE NEAR VALVES.	1
ADD LOCK TO CIRCUIT BOARD ACCESS DOOR	1
Q'STRAIT TIE DOWN TRAINING VIDEO	1
WEATHERPAK CONNECTORS FOR ALL EXTERIOR ELECTRICAL CONNECTIONS	1
5/8", 7-PLY AC MARINE GRADE APA PLYWOOD FLOOR	1
UPGRADE DRIVER PLEXI BARRIER: EXTEND TO WITHIN 6" OF CEILING	1
14-GA GALVANIZED STEEL WHEEL WELLS	1
DUAL HANDLES ON WC LIFT DOORS	1
FLAME BLOCKER ON BOTTOM OF DRIVER SEAT CUSHION	1
LAMINATED MODESTY PANEL, GREY MELAMINE	2
USE #16 SUCTION HOSE IN A/C SYSTEM	1
SIDEWALL / REARWALL / CEILING	1
Sidewall: Grey FRP - Including Seat Track to Floor	1
Driver Area: Grey Padded Vinyl	1
FRP on Ceiling, Grey	1
FRP on Rearwall, Grey	1
Cove Colored Flooring on Sidewall to Seat Track	1
FLOORING	1
Altro CHROMA	1
Yellow Step Nosing	3
CHASSIS	

FORD E450 6.8L V10 ENGINE / 225 AMP OEM ALTERNATOR	
Front Mud Flap (1) DRIVER'S SIDE	1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)	1
Exhaust Pipe Downturn	1
Exterior Mirror Set Remote/Heated w/External LED Strip Turn Signal	1
Romeo Rim Rear Bumper w/HawkEye RAS Installed	1
Valve Stem Extender Inner Dual Rear Wheel, pair	1
DUAL COMPRESSOR SYSTEMS CEILING MOUNT EVAPORATOR	1
TRANS AIR 733 SUPER 68K BTU	1
HEATERS	1
Hot Water Heater, 35K BTU 3 Speed Low Profile	1
Silicone Heater Hose (for rear unit) w/full ring clamps	1
ELECTRICAL	1
Rotary Disconnect Switch	1
Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	1
EXTERIOR LIGHTS	1
Surface Mount LED Entry Door Exterior Light	1
LED Rear Center Mount Brake Light, Rectangular	1
LED Mid-Ship Turn / Marker Lights	1
Independent RED Brake & AMBER Turn Signal Lights	1
INTERIOR LIGHTS	1
Interior LED Dome Lamps	5
DOORS / HATCH / WINDOWS	1
Passenger Door Electric	1
Exterior Passenger Entrance Door Key	1
TOP T-SLIDERS FOR ALL WINDOWS EXCEPT REAR STREET SIDE REAR WINDOW	1
INTERIOR	1
Driver Coat Hook	1
Driver Storage in Cab Overhead with Lock	1
PARATRANSIT	1
Double Wheelchair Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting	1
Braun Century 800# Lift	1
INTERMOTIVE Gateway Fast Idle with Lift Interlock Ford Chassis	1
Q-Straint Retractor Tie Down L track & Comb-Lap/Shoulder	2
18" Blue Webbing Loops	8
Postural Belt with Padding - Black Webbing	1
Q-Straint Belt Cutter (ship loose)	1
Priority Seating Sign **Required for ADA Compliance**	1
SAFETY	1
5 Lb Fire Extinguisher	1
16 Unit First Aid Kit	1
Body Fluid Kit	1
Emergency Triangle Kit	1

Back-Up Alarm	1
Interior Convex Mirror 6"x9"	1
Red Light Over Emergency Exit	3
Yellow Standee Line	1
GRAB RAIL / STANCHION / PANELS	1
Ceiling Grab Rails	2
1 1/4" Dual Entry Grab Rails Parallel to Entrance Steps (both sides)	1
Stanchion and Modesty Panel Behind Driver	1
Tinted Plexiglass Upper Panel	1
SEATING - DRIVER	1
USSC G2 Driver's Seat	1
Driver Seat Cover - Level 4	1
SEATING - PASSENGER	1
Mid High Double Seats	
PASSENGER SEAT FABRICS	1
Seat Cover - Level 4	
Anti-Vandal Grab Handle, Black (EACH SEAT except last row against windows)	
Black US Armrest -AISLES ONLY	
Seat Belt, Freedman USR Retractable	
Seat Belt Extension, 24" FOR USR SEAT BELTS	2

► The Allstar Series

STARCRAFT BUS
a division of Forest River, Inc.

► Standard Exterior Feature Highlights

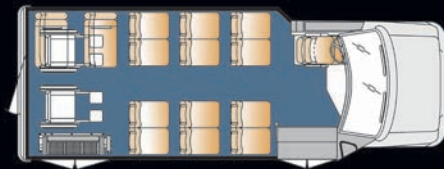
- Fully welded steel cage construction meeting all applicable FMVSS requirements
- "Starview" drivers visibility window in front of entry door
- Electric actuated passenger entry door with full length glass
- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
- Black powder coated steel rear bumper
- Rear mud flaps
- Pre-painted white aluminum side, rear walls, skirts
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail, and turn signal lights with incandescent reverse lights
- Exterior graphics package available in three colors (blue, green or burgundy)

► Standard Interior Feature Highlights

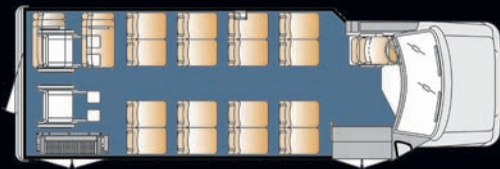
- 93" interior width
- 80" interior floor to ceiling height with standard floor (raised floor is 75")
- Floor and wall seat track for flexible seating
- Black ribbed rubber aisle with gray carpet under the seats
- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
- FRP (fiberglass reinforced plastic) sidewalls for ease of cleaning
- White step nosing
- 1.25" left hand vertical passenger assist rail at entry door
- Printed circuit board with automotive type fuses and LED trouble shooting lights
- Entry door step well lights
- Incandescent driver and passenger area lighting

► Popular Option Highlights

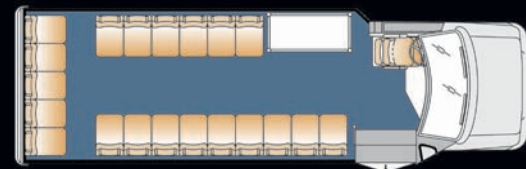
- Stainless steel wheel inserts
- Interior and exterior LED lighting
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
- Rear emergency door with window(s)
- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems
- Fiberglass side walls, skirts, and rear cap
- Seat belts



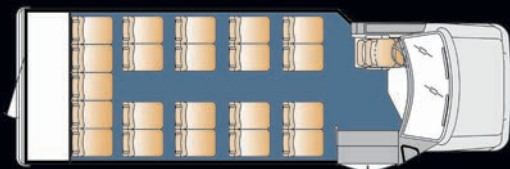
12 Passenger 2 Wheelchair
4 Passenger Foldaway Seats Plus Driver



16 Passenger 2 Wheelchair
4 Passenger Foldaway Seats Plus Driver



20 Passenger with Interior Luggage Plus Driver



21 Passenger with Rear Luggage Plus Driver



25 Passenger Plus Driver

Due to our commitment to product quality, specifications and options are subject to change without notice in the interest of product improvement and market changes.



Altoona Tested • 7 Year/200,000 Miles

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STARCRAFT BUS
a division of Forest River, Inc.



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2367 Century Drive • Goshen, IN 46528 • Lit. No. SCB-09/093010
1.800.348.7440 • Fax: 574.642.3301 • www.starcraftbus.com

► **Safety. Performance. Durability.**

► The Allstar Series | Safety. Performance. Durability.

STARCRAFT BUS
a division of Forest River, Inc.



► **Safety** is our primary focus at Starcraft Bus, from the 3,000 lbs. seat-pull test to the rigorous 7-year/200,000 mile Altoona testing, passengers can be assured that the Allstar surpasses the most stringent testing. Bus operators can relax knowing that the fully welded steel cage construction offers the best passenger protection.

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Starcraft Bus, a division of Forest River, Inc. is owned by Berkshire Hathaway, one of the most respected and secure companies in the industry. We continue to be the leader by providing value-packed performance, durability and safe transportation.



Allstar can also be equipped with optional rear wheelchair accessibility

► Allstar Features | Features to Meet Your Specific Needs



Optional high-back seats, upholstery, padded cloth walls and ceiling, and overhead luggage racks



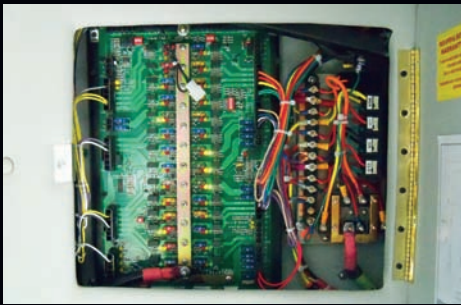
Driver's switch panel conveniently located within view of the road and not on the engine cover



Optional double wheelchair door with top mounted gas shocks to hold door open in windy conditions



Optional mid-back seats, padded vinyl walls and ceiling, and wheelchair accessible



Printed electrical circuit board with LED trouble-shooting lights



Optional fiberglass rear cap





Creative Bus Sales

14740 Ramona Avenue, Chino, CA 91710

October 24, 2019

Creative Bus Sales Proposal to City of Compton



**Please note above photo is not to specifications.*

CalACT Class C CNG Cutaway ADA Bus for 16-Ambulatory + 2-Wheelchair Passengers Pricing based off of CalACT / MBTA Vehicle Purchasing Cooperative

- Piggyback Options: CalACT / MBTA Bid (Class C-CNG)
- Delivery Timeline: 150-days from receipt of order
- New Starcraft Allstar Cutaway Bus
- Ford E450 Cutaway Bus with 6.2L V8 Gasoline Engine with Gaseous Prep
- 16-Ambulatory Passengers + 2-Wheelchair Positions
- Braun Century Wheelchair Lift (Rear)
- Restraints: Q-Straint 8100 Deluxe with Knobs
- Flooring: Grey Altro
- USSC Driver's Seat with Black Vinyl
- Seat Covers: Docket 90 –Grey Vinyl (#114)
- Standee Line: Yellow
- Freedman Shield Driver's Seat
- CNG UPFIT: CARB Certified / Ford QVM

From the office of Steve Chung
Cell 909.549.9398 / Office 800.326.2877 / Fax 909.465.5529
stevec@creativebussales.com
www.creativebussales.com

Published Options:

• (1) AM/FM/CD Stereo with 4-Speakers:	\$485.87
• (1) TwinVision Front and Side LED Mobilite:	\$4,421.37
• (1) PA System with Interior and Exterior Speaker:	\$561.44
• (1) Stop Request System with Lighted Sign:	\$1,619.55
• (1) Amerex Fire Suppression System:	\$4,048.88
• (1) Decal Allowance:	\$2,000.00
• Total Published Options:	\$13,137.11

Non-Published Options:

• (1) Upgrade CNG System to total of 39 GGE:	\$8,889.79
• (1) Trans Air 73R60 Roof Mount AC System:	\$3,795.00
• (1) Wheelchair Lift Cover:	\$250.00
• Total Non-Published Options:	\$12,934.79

Pricing for Starcraft Allstar (Class C-CNG):

Base Bus Price		\$84,820.15
Additions		\$26,071.90
Ford Mobility Discount		\$1,000.00
Doc Fee		\$85.00
Subtotal		\$111,977.05
Non Taxable ADA Equipment	\$15,352.36	
Sales Tax	10.25%	\$9,904.03
CalACT Fee		\$1,679.66
DMV Filing Fee		\$29.00
DMV Registration Fee	IF EXEMPT	\$0.00
Tire Fee		\$12.25
Ford Mobility Discount		-\$1,000.00
Total Cost Per Bus		\$122,601.99

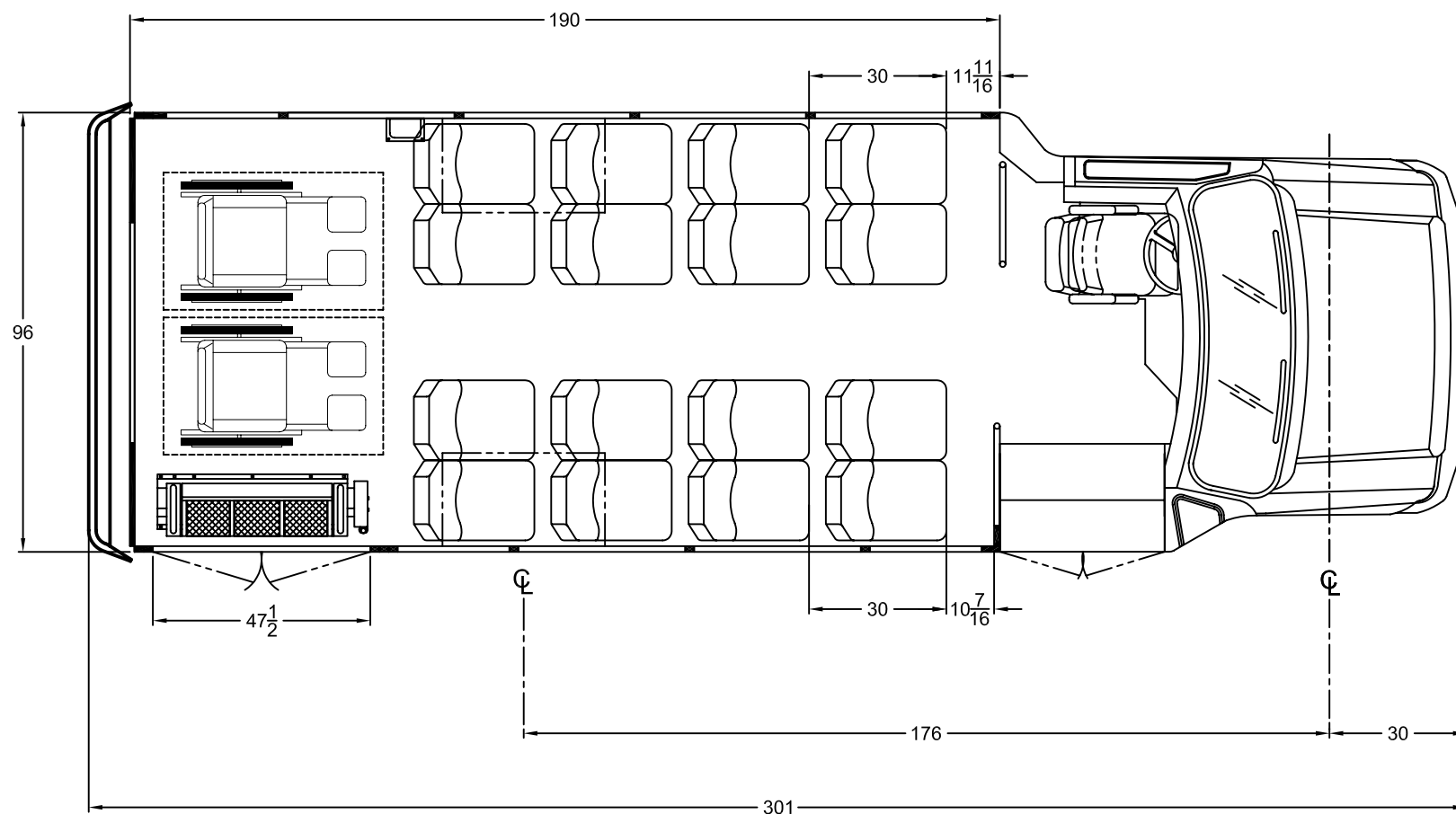
*Purchase Requires Membership to CalACT and Payment of Procurement Fee.

*Please call Jacklyn Montgomery at CalACT at (916) 920-8018 to become a member of CalACT.

Prepared by:

Steve Chung
 Cell 909.549.9398
 Office 909.465.5528
 Fax 909.465.5529
 stevec@creativebussales.com

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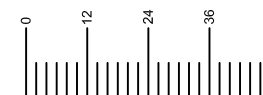
DEALER APPROVAL

☐ APPROVED

CUSTOMER SIGNATURE

E-450 14,500 GVWR

SCALE
IN INCHES



THIS DRAWING AND THE INFORMATION THEREON ARE THE EXCLUSIVE PROPERTY OF STARCRAFT BUS, A DIVISION OF FOREST RIVER. IT SHALL NOT BE COPIED OR DUPLICATED IN ANY MANNER, NOR SHALL IT BE SUBMITTED TO OUTSIDE PARTIES FOR EXAMINATION WITHOUT OUR WRITTEN CONSENT. IT IS LOANED FOR USE WITH REFERENCE TO WORK UNDER CONTRACT WITH, OR PROPOSALS SUBMITTED TO STARCRAFT BUS, A DIVISION OF FOREST RIVER.

REV.	DESCRIPTION OF CHANGE	BY	CHK	DATE	ECN No.
LET.					

TOLERANCE UNLESS
OTHERWISE SPECIFIED

WOOD	OTHER
$\pm 1/8"$	$\pm 1/16"$
$\pm 1^\circ$	$\pm 1/2^\circ$

STARCRAFT BUS
a division of Forest River, Inc.

TITLE: 16 1/2 W/C PASS,
176" WB 25' ALLSTAR

DATE: 9/7/07
NAME: ELF
DWG. No. 16 2 WC 176 190
SHEET 1 OF 1

STARCRAFT / STARTRANS CALACT CLASS B AND C BASE SPECIFICATIONS	
4-WHEEL ALIGNMENT	1
NO TOW VEHICLE ALLOWED DURING DELIVERY	1
PARTS MANUAL WITH AS-BUILT ELECTRICAL SCHEMATICS	1
GROUND ENGINE TO CHASSIS FRAME, BODY TO CHASSIS FRAME, LIFT PUMP HOUSING TO CHASSIS FRAME	1
HIP-TO-KNEE SPACING 27" MINIMUM	1
LOW BACK SEATS SHALL BE USED AGAINST REAR WALL ON RAISED FLOOR BUSES	1
GROUND TO FIRST STEP HEIGHT SHALL NOT EXCEED 12.5" UNLOADED	1
304 STAINLESS STEEL REQUIRED FOR ENTRY GRABS AND CEILING GRABS	1
CEILING GRAB RAILS REQUIRE FORMED ELBOWS - NO END CAPS	1
AC & HEATER HOSES SUPPORTED EVERY 24" MINIMUM	1
BUILD FRONT DRIVER STORAGE COMPARTMENT FOR STORAGE	1
TOOLBOX FOR TIE DOWNS	1
DRIVER ENTRY GRAB HANDLE	1
INTERLOCK ON ENTRY DOOR. MUST BE IN PARK TO OPERATE.	1
ENTRY DOOR HEADER ACCESS DOOR - HINGED	1
BATTERY TRAY: STAINLESS STEEL TRAY & SLIDES WITH DRAIN HOLES IN BATTERY BOX	1
INSTALL BATTERY CABLE WIRING DIAGRAM INSIDE BATTERY ACCESS DOOR	1
STAINLESS STEEL BATTERY HOLD-DOWN HARDWARE	1
DECAL: BATTERY DISCONNECT, EMERGENCY USE ONLY	1
ADD 2ND HEATER BRASS 1/4-TURN VALVE	1
DECAL: "HEATER SHUT OFF VALVE". INSTALL ON STREET SIDE NEAR VALVES.	1
ADD LOCK TO CIRCUIT BOARD ACCESS DOOR	1
Q'STRAIT TIE DOWN TRAINING VIDEO	1
WEATHERPAK CONNECTORS FOR ALL EXTERIOR ELECTRICAL CONNECTIONS	1
5/8", 7-PLY AC MARINE GRADE APA PLYWOOD FLOOR	1
UPGRADE DRIVER PLEXI BARRIER: EXTEND TO WITHIN 6" OF CEILING	1
14-GA GALVANIZED STEEL WHEEL WELLS	1
DUAL HANDLES ON WC LIFT DOORS	1
FLAME BLOCKER ON BOTTOM OF DRIVER SEAT CUSHION	1
LAMINATED MODESTY PANEL, GREY MELAMINE	2
USE #16 SUCTION HOSE IN A/C SYSTEM	1
SIDEWALL / REARWALL / CEILING	1
Sidewall: Grey FRP - Including Seat Track to Floor	1
Driver Area: Grey Padded Vinyl	1
FRP on Ceiling, Grey	1
FRP on Rearwall, Grey	1
Cove Colored Flooring on Sidewall to Seat Track	1
FLOORING	1
Altro CHROMA	1
Yellow Step Nosing	3
CHASSIS	

FORD E450 6.8L V10 ENGINE / 225 AMP OEM ALTERNATOR	
Front Mud Flap (1) DRIVER'S SIDE	1
Heavy Duty Anti-Slip Aluminum Running Board on Driver Side (Large)	1
Exhaust Pipe Downturn	1
Exterior Mirror Set Remote/Heated w/External LED Strip Turn Signal	1
Romeo Rim Rear Bumper w/HawkEye RAS Installed	1
Valve Stem Extender Inner Dual Rear Wheel, pair	1
DUAL COMPRESSOR SYSTEMS CEILING MOUNT EVAPORATOR	1
TRANS AIR 733 SUPER 68K BTU	1
HEATERS	1
Hot Water Heater, 35K BTU 3 Speed Low Profile	1
Silicone Heater Hose (for rear unit) w/full ring clamps	1
ELECTRICAL	1
Rotary Disconnect Switch	1
Laminated Wiring Schematic ***AS BUILT*** ON ELECTRICAL PANEL DOOR	1
EXTERIOR LIGHTS	1
Surface Mount LED Entry Door Exterior Light	1
LED Rear Center Mount Brake Light, Rectangular	1
LED Mid-Ship Turn / Marker Lights	1
Independent RED Brake & AMBER Turn Signal Lights	1
INTERIOR LIGHTS	1
Interior LED Dome Lamps	5
DOORS / HATCH / WINDOWS	1
Passenger Door Electric	1
Exterior Passenger Entrance Door Key	1
TOP T-SLIDERS FOR ALL WINDOWS EXCEPT REAR STREET SIDE REAR WINDOW	1
INTERIOR	1
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Driver Storage in Cab Overhead with Lock	1
PARATRANSIT	1
Double Wheelchair Doors w/ Windows, Interior Light, Leaf Spring, LED Exterior Lighting	1
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INTERMOTIVE Gateway Fast Idle with Lift Interlock Ford Chassis	1
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Priority Seating Sign **Required for ADA Compliance**	1
SAFETY	1
5 Lb Fire Extinguisher	1
16 Unit First Aid Kit	1
Body Fluid Kit	1
Emergency Triangle Kit	1

Back-Up Alarm	1
Interior Convex Mirror 6"x9"	1
Red Light Over Emergency Exit	3
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Ceiling Grab Rails	2
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Tinted Plexiglass Upper Panel	1
SEATING - DRIVER	1
USSC G2 Driver's Seat	1
Driver Seat Cover - Level 4	1
SEATING - PASSENGER	1
Mid High Double Seats	
PASSENGER SEAT FABRICS	1
Seat Cover - Level 4	
Anti-Vandal Grab Handle, Black (EACH SEAT except last row against windows)	
Black US Armrest -AISLES ONLY	
Seat Belt, Freedman USR Retractable	
Seat Belt Extension, 24" FOR USR SEAT BELTS	2

► The Allstar Series

STARCRAFT BUS
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► Standard Exterior Feature Highlights

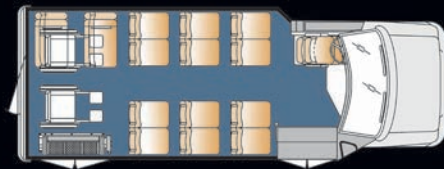
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- "Starview" drivers visibility window in front of entry door
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- 36" wide x 36" high upper double T-Slider tempered safety glass windows with climate control tint
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- Rear mud flaps
- Pre-painted white aluminum side, rear walls, skirts
- One-piece seamless FRP (fiberglass reinforced plastic) roof
- Breakaway rearview mirrors with built-in convex
- Sealed LED stop, tail, and turn signal lights with incandescent reverse lights
- Exterior graphics package available in three colors (blue, green or burgundy)

► Standard Interior Feature Highlights

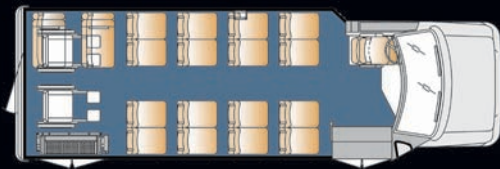
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- Floor and wall seat track for flexible seating
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- 5/8" exterior grade plywood flooring
- Ceiling and rear wall fabric for sound abatement
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- Incandescent driver and passenger area lighting

► Popular Option Highlights

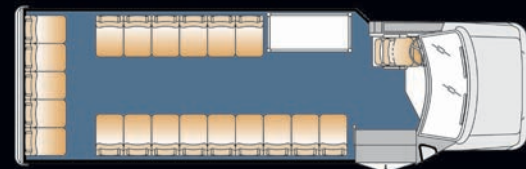
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- Interior and exterior LED lighting
- Luggage Storage areas (overhead luggage racks with reading lights, interior luggage racks, rear storage area)
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- Passenger area rear heat and air conditioning
- Complete rubber flooring
- Passenger grab rails
- Padded vinyl or cloth walls and ceiling
- Audio and video systems
- Mid back or high back seating
- ADA and FMVSS compliant wheel chair lifts and securement systems
- Fiberglass side walls, skirts, and rear cap
- Seat belts



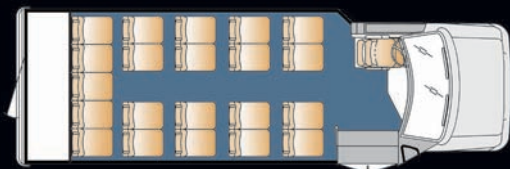
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4 Passenger Foldaway Seats Plus Driver



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25 Passenger Plus Driver

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Altoona Tested • 7 Year/200,000 Miles

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Optional high-back seats, upholstery, padded cloth walls and ceiling, and overhead luggage racks



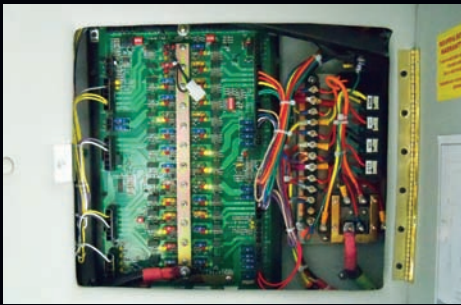
Driver's switch panel conveniently located within view of the road and not on the engine cover



Optional double wheelchair door with top mounted gas shocks to hold door open in windy conditions



Optional mid-back seats, padded vinyl walls and ceiling, and wheelchair accessible



Printed electrical circuit board with LED trouble-shooting lights



Optional fiberglass rear cap



February 11, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF EMERGENCY FIRE APPARATUS (\$100,420.87)

SUMMARY

The adoption of the attached Resolution will amend the Fire Departments' 2019-2020 Fiscal Year budget to transfer funds between accounts and authorize the City Manager to issue a purchase order in the amount of One Hundred Thousand Four Hundred Twenty Dollars and Eighty-Seven Cents (\$100,420.87) to South Coast Emergency Vehicle Service for the additional maintenance and repair services of the Fire Department's emergency apparatus.

BACKGROUND

The City of Compton's ("City") fire engines were purchased in 2005 and due to the high volume of emergency responses as well as the conditions of the City streets, the cost of repairs are increasing.

Annual apparatus maintenance and repair for the Compton Fire Departments' ("Department") emergency vehicles are essential for the safe and efficient emergency response and operation. The Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with reference to fire engine operations. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles.

Last year, the Department solicited and received three (3) bids from the following vendors for maintenance and repair services at the listed hourly labor rates: (i) South Coast Emergency Vehicle Service ("South Coast") (\$85.00/hour); (ii) William Kalvikov dba Fire Apparatus Solutions (\$89.00/hour); (iii) Southern California Fleet Services dba Southern California Fire Services, Inc. (\$110.00/hour). The Department determined that South Coast was the lowest and most responsive to the needs of the Department.

STATEMENT OF ISSUE

On September 3, 2019, the City Council adopted Resolution No. 25,098 to approve the Departments' use of South Coast, at a labor rate of \$85.00 per hour, to perform the maintenance and repair of emergency fire apparatus and issued a purchase order in the amount of \$85,000.00 to South Coast. The Department has exhausted the current purchase order and is in

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And issue P.O. to South Coast Emergency Vehicle
Service for Maintenance & Repair Services
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need of an additional purchase order to pay for maintenance and repairs.

Staff is recommending that the Department continues to use South Coast for its maintenance and repair of emergency fire apparatus. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus. City Council approval is needed because the expenditure is in excess of the \$25,000.00 spending approval amount.

FISCAL IMPACT

The estimated cost for maintenance and repairs to the Departments' emergency fire apparatus for the remainder of Fiscal Year 2019-2020 is One Hundred Thousand Four Hundred Twenty Dollars and Eighty-Seven Cents (\$100,420.87). The Department's 2019-2020 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4240	Firefighting Supplies	\$59,032.10
6000-690-000-4220	Automotive Equipment	\$30,098.15
<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4229	Automotive Repairs	\$59,032.10
6000-690-000-4229	Automotive Repairs	\$30,098.15

After the proposed transfer, the funds will be paid from:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4229	Automotive Repairs	\$59,032.10
6000-690-000-4229	Automotive Repairs	\$41,388.77

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

**RONERICK SIMPSON
FIRE CHIEF**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE FIRE DEPARTMENTS' 2019-2020 FISCAL YEAR BUDGET
TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO
ISSUE A PURCHASE ORDER WITH SOUTH COAST EMERGENCY
VEHICLE SERVICE FOR THE MAINTENANCE AND REPAIR OF
EMERGENCY FIRE APPARATUS (\$100,420.87)**

WHEREAS, the annual apparatus maintenance and repairs for the Compton Fire Department's ("Department") emergency vehicles are essential for the safe and efficient emergency response and operation; furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles; and

WHEREAS, the City's fire engines and trucks are experiencing a higher level of repairs and maintenance due to the high volume of emergency responses as well as the conditions of the City Streets in need of repair, the overall cost of repairs are increasing; and

WHEREAS, staff currently uses South Coast Emergency Vehicle Service for its maintenance and repair services for emergency fire apparatus, however, the Department has exhausted the current purchase order and are in need of an additional purchase order to pay for emergency repairs; and

WHEREAS, last year, the Department solicited and received three (3) bids from the following vendors for maintenance and repair services at the listed hourly labor rates: (i) South Coast Emergency Vehicle Service ("South Coast") (\$85.00/hour); (ii) William Kalvikov dba Fire Apparatus Solutions (\$89.00/hour); and (iii) Southern California Fleet Services Inc. dba Southern California Fire Services, Inc. (\$110.00/hour). The Department determined that South Coast was the lowest and most responsive to the needs of the Department; and

WHEREAS, on September 3, 2019, the City Council adopted Resolution No. 25,098 to approve the Department's use of South Coast, at a labor rate of \$85.00 per hour, to perform the maintenance and repair of emergency fire apparatus and issued a purchase order in the amount of \$85,000.00 to South Coast; and

WHEREAS, the Department has exhausted the current purchase order and is in need of an additional purchase order to pay for maintenance and repairs; and

WHEREAS, Staff is recommending that the Department continues to use South Coast for its maintenance and repair of emergency fire apparatus. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus; and

WHEREAS, the estimated cost for maintenance and repairs to the Department's emergency fire apparatus for the remainder of Fiscal Year 2019-2020 is One Hundred Thousand Four Hundred Twenty Dollars and Eighty-Seven Cents (\$100,420.87); and

WHEREAS, Staff is requesting to amend the Departments' 2019-2020 Fiscal Year budget to transfer funds between accounts as follows:

From:	Description	Amount
1001-690-000-4240	Firefighting Supplies	\$59,032.10
6000-690-000-4220	Automotive Equipment	\$30,098.15
To:	Description	Amount
1001-690-000-4229	Automotive Repairs	\$59,032.10
6000-690-000-4229	Automotive Repairs	\$30,098.15

WHEREAS, in order to amend the Department's 2019-2020 Fiscal Year budget to issue a purchase order to South Coast Emergency Vehicle Service in the amount of One Hundred Thousand Four Hundred Twenty Dollars and Eighty-Seven Cents (\$100,420.87), City Council's authorization is required; and

WHEREAS, funds in the amount of One Hundred Thousand Four Hundred Twenty Dollars and Eighty-Seven Cents (\$100,420.87), will be available for this expenditure in the following accounts:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4229	Automotive Repairs	\$59,032.10
6000-690-000-4229	Automotive Repairs	\$41,388.77

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

Section 1. That the Fire Departments' 2019-2020 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4240	Firefighting Supplies	\$59,032.10
6000-690-000-4220	Automotive Equipment	\$30,098.15

<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4229	Automotive Repairs	\$59,032.10
6000-690-000-4229	Automotive Repairs	\$30,098.15

Section 2. That the City Manager is hereby authorized to issue a purchase order in an amount of One Hundred Seven Thousand Three Hundred Thirty-Four Dollars and Zero Cents (\$107,334.00), to South Coast Emergency Vehicle Service to provide maintenance and repairs for the Departments' emergency fire apparatus for the remainder of Fiscal Year 2019-2020.

Section 3. That the funds for this purchase order shall come from the Fire Department's 2019-2020 Fiscal Year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4229	Automotive Repairs	\$59,032.10
6000-690-000-4229	Automotive Repairs	\$41,388.77

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and the Fire Department.

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

ADOPTED this _____ day of _____, 2020

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ESTABLISHING A PURCHASE ORDER WITH SOUTH COAST
EMERGENCY VEHICLE SERVICE (PIERCE) FOR MAINTENANCE AND
REPAIRS OF EMERGENCY FIRE APPARATUS (\$85,000.00)

WHEREAS, the annual apparatus maintenance and repairs for the Compton Fire Department's ("Department") emergency vehicles are essential for safe and efficient emergency response and operation; furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles; and

WHEREAS, the City's fire engines and trucks are experiencing a higher level of repairs and maintenance due to the high volume of emergency responses the overall repair costs are increasing; and

WHEREAS, three (3) formal bids were sought with the following results: South Coast Emergency Vehicle Service (Pierce) ("South Coast") (85.00 per hour) William Kalvikov dba Fire Apparatus Solutions (89.00 per hour), Southern California Fleet Services Inc. dba Southern California Fire Services, Inc. (\$110.00 per hour); and

WHEREAS, Staff is recommending that the Department continues to use South Coast for its maintenance and repair of emergency fire apparatus. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus; and

WHEREAS, the estimated cost for maintenance and repairs to the Department's emergency fire apparatus for the remainder of Fiscal Year 2019-2020 is Eighty-Five Thousand Dollars (\$85,000.00); and

WHEREAS, funds in the amount of Eighty-Five Thousand Dollars and Zero Cents (\$85,000.00) will be available for this expenditure in the Account no. 6000-690-000-4229.

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

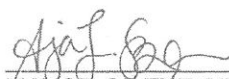
Section 1. That the City Manager is hereby authorized to issue a purchase order for South Coast Emergency Vehicle Service (Pierce) in an amount not to exceed Eighty-Five Thousand Dollars (\$85,000.00).

Section 2. That the funds for this expenditure will be available in the Fire Department's 2019-2020 Fiscal Year budget in Account No. 6000-690-000-4229.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the Fire Department.

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

ADOPTED this 3rd day of September, 2019


MAYOR OF THE CITY OF COMPTON

ATTEST:



CITY CLERK OF THE CITY OF COMPTON



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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the 3rd day of September, 2019.

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

AYES:	COUNCIL MEMBERS-	Chambers, Galvan, McCoy, Sharif, Brown
NOES:	COUNCIL MEMBERS-	None
ABSTAIN:	COUNCIL MEMBERS-	None
ABSENT:	COUNCIL MEMBERS-	None



CITY CLERK OF THE CITY OF COMPTON

