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.

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting telephonically by leaving a voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ACT") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

COMPTON CITY COUNCIL
AGENDA
03/24/2020
5:30 PM

HEARING

5:50 P.M. - JOINT PUBLIC HEARING - HOUSING AUTHORITY PUBLIC HOUSING AGENCY (PHA) 2020 ANNUAL PLAN AND FIVE YEAR PLAN (Item #12)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

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. MARCH 10, 2020

REGULAR AGENDA

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

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

   CHARTER REVEIW COMMITTEE MEMBER (Councilman Galvan)

   VIRGINIA SANCHEZ

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

   CHARTER REVIEW COMMITTEE - (Councilman Galvan)

CITY MANAGER'S REPORT

4. POWERPOINT PRESENTATION - CITY OF COMPTON'S CORONAVIRUS RESPONSE - UPDATE

5. ORAL REPORT - FIREFIGHTER RECRUITMENT UPDATE

6. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED ANNUAL ACTION PLAN AND CONSOLIDATED PLAN (May 12, 2020 at 6:00 p.m.)

7. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE 5 YEAR CONSOLIDATED PLAN AND PROPOSED ANNUAL ACTION PLAN FOR FISCAL YEAR 2020-2021 (April 21, 2020 at 5:35 p.m.)

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO TWO (2) FIVE-YEAR LICENSE AGREEMENTS (NOS. 9.3208 & 9.3210) AND ISSUE PURCHASE ORDER (S) TO SOUTHERN CALIFORNIA EDISION COMPANY FOR OPERATIONAL USE OF THE WALTON MIDDLE SCHOOL AND MAYO STREET SITES ($16,842.70)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON EXTENDING THE DUE DATE OF THE CHARTER REVIEW COMMITTEE'S FINAL REPORT CONTAINING RECOMMENDED CITY CHARTER AMENDMENTS TO APRIL 21, 2020

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROVE THE FIVE YEAR AND ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN, SIGN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE 2020 PUBLIC HOUSING AUTHORITY (PHA) FIVE YEAR AND ANNUAL PLANS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH ALLIED MANAGED CARE, INC. FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-7.2, 30-8.2, 30-9.2, 30-10.2 OF THE COMPTON MUNICIPAL CODE TO PERMIT TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES CITYWIDE AND ADDING SECTION 30-48 TO THE COMPTON MUNICIPAL CODE TO INCORPORATE EMERGENCY SHELTER OVERLAY ZONE DEVELOPMENT STANDARDS, AN EMERGENCY SHELTER OVERLAY ZONE AND AMENDING THE OFFICIAL COMPTON ZONING MAP TO INCORPORATE THE EMERGENCY SHELTER OVERLAY ZONE (Zone Text Amendment #19-01) (First Reading)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/7/2020 @ 5:30 PM
Visit our website at http://www.comptoncity.org

MARCH 10, 2020

The Compton City Council Closed Session meeting was called to order at 4:40 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: McCoy, Sharif, Brown
Council Members Absent: Chambers, Galvan *(entered the meeting during closed session)*

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

CLOSED SESSION AGENDA ITEM

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

City Attorney Damon Brown requested a closed session to discuss public employee performance evaluation for City Controller pursuant to California Government Code Section 54957.

AUDIENCE COMMENTS REGARDING CLOSED SESSION ITEM ONLY

There were no audience members present.

RECESS TO CLOSED SESSION

On motion by Sharif, seconded by McCoy, the meeting recessed to closed session at 4:41 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Galvan, seconded by McCoy, the meeting reconvened at 6:38 p.m. by the following vote on roll call:

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

REPORT ON CLOSED SESSION ACTION

City Attorney Brown reported out that there was no reportable action taken during the closed session.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Sheik Bey, Compton resident, raised concerns regarding the Compton Sheriff's Deputies who have repeatedly harassed him and his Temple family. Sheik Bey alleged that the Sheriff's came to his Ministry under the guise of questioning him regarding his affidavits. Sheik Bey cautioned the Compton Sheriff's to stay away from him, his family and the Ministry. Sheik Bey concluded by indicating that he has filed charges and a Tort Claim has been sent to the L.A. County Board of Supervisors, adding that he will also file a claim of

Judicial Distress caused to him regarding the Los Angeles County Sheriff's Department who he considers to be armed occupants.

Jonathan Bowers, Compton resident, raised concerns regarding the City's Fire Department Job Announcement and examination process, indicating that the announcement discriminates against the citizens of this community. Mr. Bowers also alleged that the announcement flyer contains Equal Employment Opportunity Code violations, and further raised the issue of wrongdoings by the Human Recourses Department relative to the Firefighter examination. Mr. Bowers submitted a packet containing Firefighter job announcements from various cities adding that their requirements are not as stringent as they are for the City of Compton.

Jarvis Littleton, Compton resident, commented that he has operated as a Reserve Firefighter and was eager to join theCompton Fire Department, so he took the Firefighter examination. Mr. Littleton indicated that as required by law, many cities present material which will be covered on future examinations to prepare the candidates for testing. Mr. Littleton indicated that the test administered by the City of Compton covered material that he has not studied since high school, and further indicated that he has the ability to pass any Firefighter test if he is presented with the proper study materials.

Brooke McDuffie, Compton resident, raised concerns that the street sweeper is not performing street sweeping duties on her street. Ms. McDuffie requested a follow up status report on the repairs to the City Council entrance steps, where she fell a few weeks ago, emphasizing that the problem still exists. Ms. McDuffie also requested a status report regarding the missing STOP sign on Willow Street, adding that there have been numerous vehicle collisions near the area.

Richard Earl, Concerned Citizens of Compton, emphatically urged the City to repair the potholes and beautify Compton Boulevard. Mr. Earl indicated that the City is dark and we must increase the lighting. Mr. Earl questioned the City's plans to deal with the Corona Virus Pandemic, adding that we must protect our First Responders as well as the entire community. Mr. Earl concluded by stating that the audio system has a terrible feedback issue and the system must be fixed.

Miller Martin, Compton resident, commented that there are several different 'Chambers of Commerce,' and further questioned which is recognized as the 'Official Chamber' for the City of Compton. Mr. Martin explained that it is his desire to assist the businesses of the community by generating revenue for the City of Compton.

Craig Henry, Compton resident, addressed the City Council and stated that he is appalled that a sitting Councilmember has asked that he be removed from his position, which threatens his livelihood. Mr. Henry alleged that he has been repeatedly attacked publicly and behind the scenes to the point that he will be dealing with the City Attorney in the future. Mr. Henry indicated that if this Councilperson continue to persist, he will begin proceedings to bring forth a lawsuit for defamation of character and harassment. Mr. Henry concluded that the City needs to deal with principals, rather than personalities, uplift each other and work to improve the lives of the residents of the community.

City Attorney Brown informed Mr. Henry that he is available to discuss this issue.

Clinton Stewart, Compton resident, discussed the poor conditions of the City's streets and roads. Mr. Stewart highlighted that the City 'patched' the potholes on 130th Street from Wilmington and Grandee Avenue, however, Grandee Avenue has not been repaired. Mr. Stewart requested that the City address the tall overgrown grass on El Segundo between Central Avenue and Wilmington and properly repair all the City's potholes.

Joyce Kelly, Compton resident, commented that it breaks her heart to hear what is taking place in the Fire Department regarding the examination process, noting that the Fire Department is crucial to the citizens. Ms. Kelly urged the City Council not to change the name of the aquatics center at Gonzales Park, adding that the Council has more important issues to deal with such as repairing the potholes and cleaning up the City.

Lynn Boone, Compton resident, commented that gentrification is becoming a reality in Compton. Ms. Boone raised concerns regarding the examination process for Firefighter, noting that the test Administer must be certified to administer this examination. Ms. Boone also indicated that the City must have a Street Superintendent and further indicated that Measure P funds are not being properly utilized.

CONSENT AGENDA

APPROVAL OF MINUTES

1. FEBRUARY 11, 2020 ***(Approved)***
   FEBRUARY 12, 2020 ***(Approved)***
   FEBRUARY 18, 2020 ***(Approved)***

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

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

REGULAR AGENDA

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

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

ACCEPTING THE RESIGNATION OF PERSONNEL BOARD MEMBER - **CHARLENE ANDERSON**

On motion by Galvan, seconded by Chambers, the resignation of Charlene Anderson was accepted by the following vote on roll call:

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

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

   JENNIFER GRANT- PERSONNEL BOARD
   (Councilmember Sharif)

On motion by Galvan, seconded by Sharif, **Jennifer Grant** was appointed to the **Personnel Board** by the following vote on roll call:

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

CITY MANAGER'S REPORT

4. POWER POINT PRESENTATION - PUBLIC WORKS SCHEDULING OVERVIEW

City Manager Craig Cornwell offered a power point presentation regarding the Public Works Department Street Repairs, and explained the three different types of street repair. **Pothole Repair** - City Staff patches just potholes with hot asphalt mix; **Grind and Overlay** - Contractor grinds up inches of street and replaces with layers of aggregate and asphalt material; and **Full Reconstruction** – grind and full base and pavement replacement, curves, gutters, sidewalks, driveway approaches, signage, striping, traffic loops and other plan specification requirements. Mr. Cornwell highlighted the various streets which have received pothole repair, Grind and Overlay street repair projects, as well as the upcoming Full Reconstruction street projects.

Mr. Cornwell continued indicating that City Staff is performing daily parkways and monthly canal clean ups with 6 workers, who are also responding to urgent calls. Additionally, crews are working to replace bad lamps in street lights citywide. Currently, crews are working on improved lighting on Long Beach Boulevard as a discouragement to the illicit activities drawn to the location. Crews are also working on the street lights at Alondra Boulevard, Central and Wilmington with tentative plans for completion within the month.

In addition, the City Employee Graffiti Crew, consisting of 4 employees are continuing to perform graffiti removal on the main thoroughfares of the City and also respond to urgent calls for graffiti removal and sign replacement.

5. A REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF THE DOLLARHIDE COMMUNITY CENTER FOR REPASS SERVICES FOR EGFORD EVERETT DAVIS TO BE HELD ON FRIDAY, MARCH 13, 2020 ($225.00) - (ACTION ITEM)

On motion by Galvan, seconded by Sharif, the fee waiver was approved by the following vote on roll call:

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

CONSIDER SUBSEQUENT NEED ITEM

City Attorney D. Brown requested a fee waive for the use of Burrell/MacDonald Park for the repass for Anthony Lewis scheduled for March 12, 2020. Attorney Brown indicated that this request was received after the agenda had been posted; therefore, it is properly before the City Council.

On motion Galvan, seconded by Sharif, to consider the subsequent need item by the following vote on roll call:

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

On motion by Galvan, seconded by McCoy, the request to waive the facility fees for the repass was approved by the following vote on roll call:

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

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE MIDYEAR BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

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

City Manager Cornwell presented several changes to the resolution indicating that under the third 'WHEREAS,' of the resolution, the total amount for emergency facility maintenance and street repairs should read '$846,934.' Secondly, under Section 2 of the resolution, the decreased budget account number 1004-720-000-4266, now has $160,000 instead of $200,000 and account number 1004-720-000-4269 has $220,000 instead of $300,000. City Manager Cornwell further noted that under Section 2 of the resolution, increased budget account number 1001-610-000-4300 capital projects, the number should read '$743,734.00' which balances out with the $846,934 amount.

Resolution Number 25,224 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE MIDYEAR BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS'** was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AN EVALUATION POLICY FOR THE POSITIONS OF CITY MANAGER AND CITY CONTROLLER

On motion by Chambers, seconded by Galvan, **Resolution Number 25,225** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AN EVALUATION POLICY FOR THE POSITIONS OF CITY MANAGER AND CITY CONTROLLER'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Chambers offered the following communications/announcements:

- Informed the community that businesses and other organizations are required to file a 571L document with the L.A. County Tax Assessor, if they have a business with personal property valued at over $100,000---adding that the deadline to file this document is April 1, 2020.

- Announced that residents will be able to attend a CPR and First Aid class for only $5 on March 28, 2020 from 8:00 to 12 noon at the Dollarhide Community Center, 301 N. Tamarind Avenue.

- Wished Jordan Spicer a very Happy 14th Birthday!

(Councilman Chambers exited the meeting at 8:23 p.m.)
(Councilmember Galvan exited the meeting at 8:15 p.m.)

Councilmember McCoy offered the following communications/announcements:

- Invited the community to attend her Town Hall meeting scheduled for Thursday, March 12, 2020 from 6:00 to 7:30 p.m. at Burrell MacDonald Park, 2316 W. Alondra Boulevard.

- Invited everyone to attend her annual 5K Run in May of 2020—details are forthcoming.

- Adjourn in memory of **Diane Carol Thomas** and **Anthony Lewis.**

Councilmember Sharif offered the following communications/announcements:

- Announced that the Youth Leadership Council will host a Community Day event on March 21, 2010 from 11:00 a.m. to 3:00 p.m. at South Park, 1300 E. Caldwell Street—promoting public access to the political process.

- Announced that the Urban Community Talks event will take place of March 12, 2020 from 6:30 to 7:30 p.m. at the Dollarhide Community Center, 301 N. Tamarind Avenue.

- Invited the community to attend the 2020 Census Senior Citizen Workshop scheduled for March 17, 2020 at the Dollarhide Community Center 301 N. Tamarind Avenue from 9:00 am until 10:00 am. English and Spanish sessions will be provided. Rsvp to District 4 Liaison, Sarah Franks at (310) 650-577.3

Mayor Brown offered the following communications/announcements:

- Welcomed C-SPAN to the City of Compton, adding the goal of C-SPAN is to provide an interactive experience for the youth of the community.

- Announced the annual Prom Dress Giveaway scheduled for March 14, 2020 from 11:00 a.m. until 3 p.m. at the Dollarhide Community Center—and thanked the Positive Results Corporation.

- Encouraged everyone to complete and return their 2020 Census forms to enable the City of Compton to receive the maximum amount of funding. The 2020 Census helps to determine how federal funds are distributed each year to support vital programs in states and communities. These funds shape local health care, housing, education, transportation, employment and public safety.

- Announced that the City is continuing to monitor the COVID-19 Coronavirus Pandemic; however, there have been no reported cases of the virus in the City of Compton. The Centers for Disease Control emphasize that the best prevention is handwashing with soap and hot water, adding that adults and children should not go to work or school if they are feeling ill.

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Ruth Tucker, Diane Carol Thomas, Anthony Lewis, Egford Everett Davis** and **Timothy Eubanks** at 8:39 p.m. by the following vote on roll call:

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

_____ _____

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

MARCH 24, 2020

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED ANNUAL ACTION PLAN AND CONSOLIDATED PLAN**

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed funding allocations for CDBG, HOME, and ESG projects and activities. Therefore, in order to notify the public about the proposed Annual Action Plan and Consolidated Plan, a public hearing is requested for **Tuesday, May 12, 2020 at 6:00pm**.

CRAIG J. CORNWELL
CITY MANAGER

MARCH 24, 2020

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE 5 YEAR CONSOLIDATED PLAN AND PROPOSED ANNUAL ACTION PLAN FOR FISCAL YEAR 2020-2021**

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed funding allocations for CDBG, HOME, and ESG projects and activities. Therefore, in order to notify the public about the 5 Year Consolidated Plan and proposed Annual Action Plan, a public hearing is requested for **Tuesday, April 21, 2020 at 5:35 p.m.**

CRAIG J. CORNWELL
CITY MANAGER

March 24, 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 ENTER INTO TWO (2) FIVE YEAR LICENSE AGREEMENTS (NOS. 9.3208 & 9.3210) AND ISSUE PURCHASE ORDER(S) TO SOUTHERN CALIFORNIA EDISON COMPANY FOR OPERATIONAL USE OF THE WALTON MIDDLE SCHOOL AND MAYO STREET SITES ($16,842.70)

SUMMARY

This resolution authorizes the City Manager to enter into two (2) five-year license agreements (Nos. 9.3208 & 9.3210) and issue purchase order(s) to Southern California Edison Company ("SCE") for operational use of the Greenleaf Corridor Improvement Park Project sites located at Walton Middle School and Mayo Street in the amount of Sixteen Thousand Eight Hundred Forty-Two Dollars and Seventy Cents ($16,842.70).

BACKGROUND

In December 2010, pursuant to Resolution No. 23,255, the City Council authorized the City Manager to enter into a contract to construct the Greenleaf Corridor Improvement Park Project (CIP# 08-02) at the Walton Middle School (Greenleaf Boulevard/Wilmington Avenue) and Mayo Street (in front of Compton College) sites.

The work consisted of park improvements to Greenleaf Park within the SCE rights-of way. As part of the project, the City was required to enter into License Agreements with SCE to utilize the properties. The License Agreements stipulates that the properties are to be used for parks and recreational purposes only.

On April 1, 2010, the City entered into two (2) five-year (i.e. April 1, 2010 through March 31, 2015) License Agreements with SCE for the purpose of the rental of SCE properties at the Walton and Mayo locations at an annual cost of Eight Hundred Dollars ($800.00). Both License Agreements were renewed for another five-year term (i.e. April 1, 2015 through March 31, 2020) at an annual cost of One Thousand Five Hundred Forty Dollars ($1,540.00).

STATEMENT OF THE ISSUE

In February 2020, City staff received two (2) new five-year License Agreements from SCE for the term beginning April 1, 2020 – March 31, 2025 as follows:

Greenleaf Boulevard/Wilmington Avenue (Walton Middle School Site)

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	$1,586.20	April
Second Year	2021	$1,633.79	April
Third Year	2022	$1,682.80	April
Fourth Year	2023	$1,733.28	April
Fifth Year	2024	$1,785.28	April

Total Cost $8,421.35

Mayo Site (Compton College Site)

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	$1,586.20	April
Second Year	2021	$1,633.79	April
Third Year	2022	$1,682.80	April
Fourth Year	2023	$1,733.28	April
Fifth Year	2024	$1,785.28	April

Total Cost $8,421.35

FINANCIAL IMPACT

Funds in the amount of $3,172.40 for a prorated portion of the first (1st) year are available in the Public Works Department's 2019-2020 Fiscal Year budget in Account No. 2502-710-000-4262. Funds for the remaining years of the License agreement will be allocated in future year budgets.

ALTERNATIVE

City staff recommends the maintenance and operation of the two sites for recreational purposes. As an alternative, City Council could direct staff to end/cancel these License agreements, thus closing the Greenleaf Corridor Parkway sites.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

JOHN STRICKLAND
PROJECT MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWEILL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO TWO (2) FIVE YEAR LICENSE AGREEMENTS (NOS. 9.3208 & 9.3210) AND ISSUE PURCHASE ORDER(S) TO SOUTHERN CALIFORNIA EDISON COMPANY FOR OPERATIONAL USE OF THE WALTON MIDDLE SCHOOL AND MAYO STREET SITES ($16,842.70)

WHEREAS, in December 2010, pursuant to Resolution No. 23,255, the City Council authorized the City Manager to enter into a contract to construct the Greenleaf Corridor Improvement Park Project (CIP# 08-02) at the Walton Middle School (Greenleaf Boulevard/Wilmington Avenue) and Mayo Street (in front of Compton College) sites; and

WHEREAS, the work consisted of park improvements to Greenleaf Park within the Southern California Edison Company ("SCE") rights-of-way; and

WHEREAS, as part of the project, the City was required to enter into License Agreements with SCE to utilize the properties, along with the stipulation that the properties are to be used for parks and recreational purposes only; and

WHEREAS, on April 1, 2010, the City entered into two (2) five-year (i.e. April 1, 2010 through March 31, 2015) License Agreements with SCE for the purpose of the rental of SCE properties at the Walton and Mayo locations at an annual cost of Eight Hundred Dollars ($800.00). Both License Agreements were renewed for another five-year term (i.e. April 1, 2015 through March 31, 2020) at an annual cost of One Thousand Five Hundred Forty Dollars ($1,540.00); and

WHEREAS, the current agreements shall expire March 31, 2020 and City staff has received two (2) new five-year License Agreements from SCE for the term beginning April 1, 2020 – March 31, 2025 as follows:

Greenleaf Boulevard/Wilmington Avenue (Walton Middle School Site)

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	$1,586.20	April
Second Year	2021	$1,633.79	April
Third Year	2022	$1,682.80	April
Fourth Year	2023	$1,733.28	April
Fifth Year	2024	$1,785.28	April

Total Cost $8,421.35

Mayo Site (Compton College Site)

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	$1,586.20	April
Second Year	2021	$1,633.79	April
Third Year	2022	$1,682.80	April
Fourth Year	2023	$1,733.28	April
Fifth Year	2024	$1,785.28	April

Total Cost $8,421.35; and

WHEREAS, funds in the amount of $3,172.40 for a prorated portion of the f (1st) year are available in the Public Works Department's 2019-2020 Fiscal Year budget in Account No. 2502-710-000-4262 and funds for the remaining years will be allocated in future year budgets.

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

SECTION 1. That the City Manager is hereby authorized to enter into two (2) five-year (i.e. April 1, 2020 through March 31, 2025) License Agreements (License Nos. 9.3208 & 9.3210) with Southern California Edison Company for the operational use of the Walton Middle School (Greenleaf Boulevard/Wilmington Avenue) and Mayo Street (in front of Compton College) recreational sites at the annual cost of $1,586.20 for each site for the first (1st) year, $1,633.79 for each site for the second (2nd) year, $1,682.80 for each site for the third (3rd) year, $1,733.28 for each site for the fourth (4th) year, and $1,785.28 for the fifth (5th) year.

SECTION 2. That a purchase order in the amount of Three Thousand One Hundred Seventy Two Dollars and Forty Cents ($3,172.40) is authorized to be issues to Southern California Edison Company as the prorated amount due for the first (1st) year of the License Agreements. Funds for the remaining years of the License Agreements will be allocated in future City budgets.

SECTION 3. That funds for this expenditure are in the Public Works Department's 2019-2020 Fiscal Year budget in Account No. 2502-710-000-4262.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Attorney and Public Works 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 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:

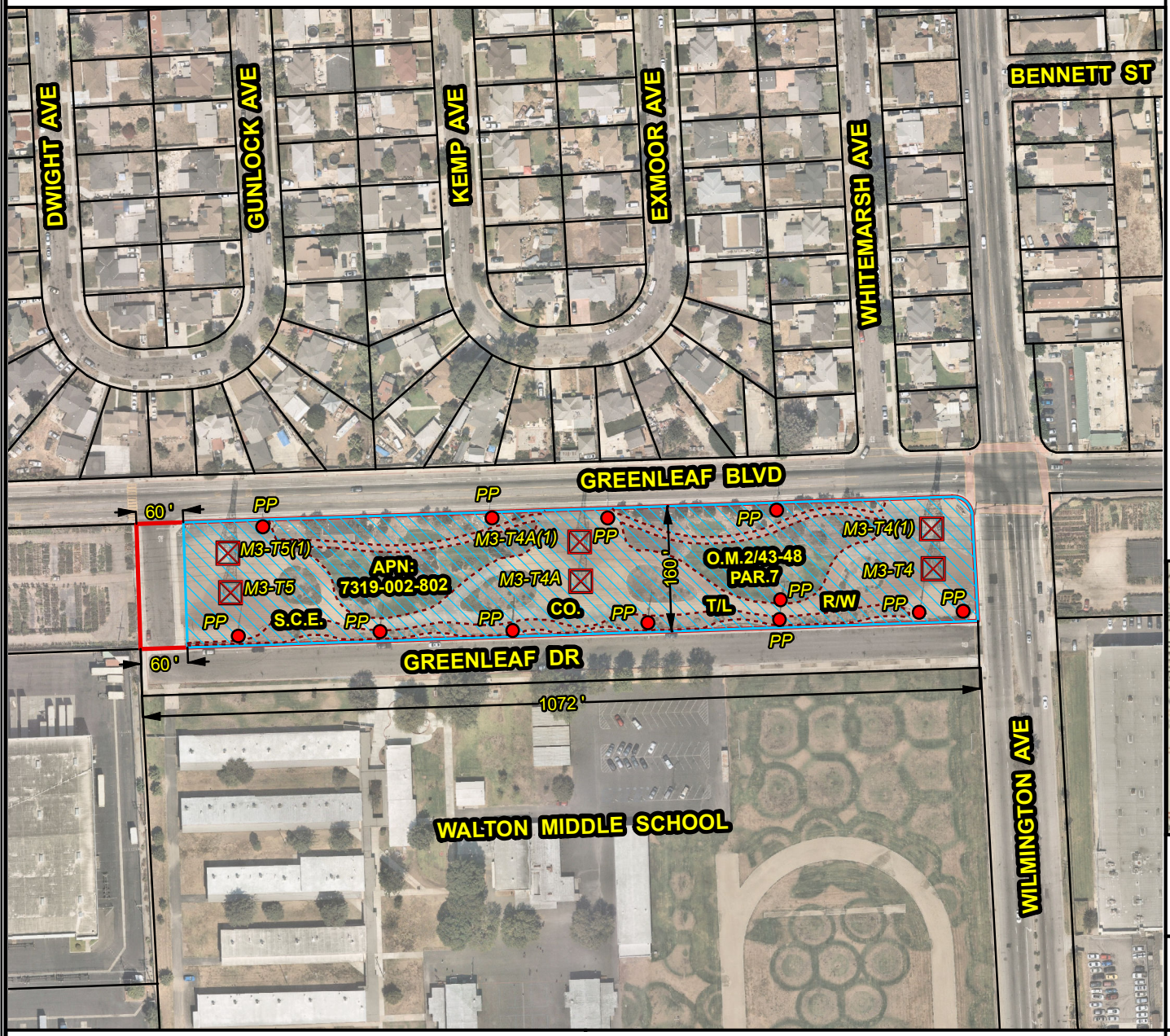
AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton

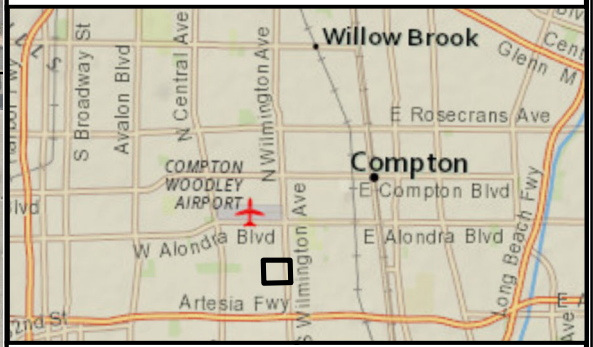
La Fresa - Lighthipe 220 kV
Compton, Los Angeles, CA

Contract No.: 9.3208
APN No.: 7319-002-802
SQ.FT: 161,530
AC: 3.71
Account No.: N/A
S.C.E. Doc No.: 55025/011
S.C.E. Sanders: 533900; 533899
S.C.E. Land Book: N/A
T.G.: 734/G6; 734/H6
M.S.: 048-085



LEGEND

- S.C.E. Parcel Boundary
- S.C.E. Licensed Area for Parks & Public Recreation Purposes Only
- Access Roads
- S.C.E. Towers
- S.C.E. Power Poles



0 100 200 400
SCALE IN FEET

NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

a) A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.

b) A 25-FOOT RADIUS AROUND ALL OTHER POLES.

Date: 2/26/2020
Land Agent: N. Brown
Created By: ***WestLAND Group, Inc.***
Checked by: N. Michel
Order No.: 801167420
Not No.: 202715217
File Name: 9.3208.mxd

SOUTHERN CALIFORNIA EDISON®
An *EDISON INTERNATIONAL*® Company

2/26/2020 10:51:21 AM P:\Year_2020\2020-001 Metro Land Management L&L Exhibits - SCE\9.3208 City of Compton - GIS\Mapping\GIS\9.3208.mxd



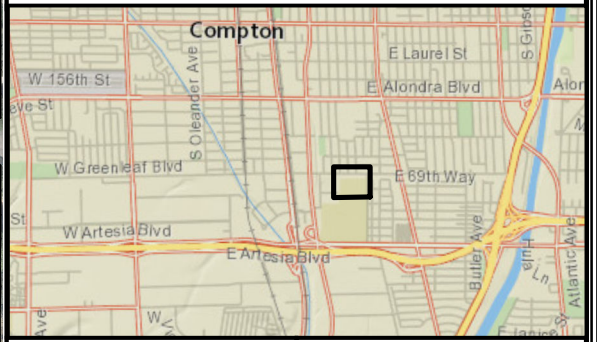
City of Compton

La Fresa - Lighthipe 220 kV
Compton, Los Angeles, CA

Contract No.: 9.3210
APN No.: 7318-006-800
SQ.FT: 152,320
AC: 3.50
Account No.: N/A
S.C.E. Doc No.: 55025/006; 53745/001
S.C.E. Sanders: 533898
S.C.E. Land Book: N/A
T.G.: 735/B6
M.S.: 048-085

LEGEND

- S.C.E. Parcel Boundary
- S.C.E. Licensed Area for Parks & Public Recreation Purposes Only
- Access Roads
- S.C.E. Towers
- S.C.E. Power Poles



0 100 200 400
SCALE IN FEET

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Date: 2/26/2020
Land Agent: N. Brown
Created By: ***WestLAND Group, Inc.***
Checked by: N. Michel
Order No.: 801167420
Not No.: 202715217
File Name: 9.3210.mxd

SOUTHERN CALIFORNIA EDISON®
An *EDISON INTERNATIONAL*® Company

CITY OF COMPTON

L I C E N S E A G R E E M E N T

I N D E X O F A R T I C L E S

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Initial (_____)/(_____)
Licensor/Licensee

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Initial (_____)/(_____)
Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF COMPTON, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 7319-002-802, situated in the City of Compton, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.

- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.

- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.

- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.

- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (_____)/(_____)
Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of April, 2020 and ending on the last day of March, 2025. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of One Thousand Five Hundred Eighty Six and 20/100 Dollars ($1,586.20) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	$1,586.20	April
Second Year	2021	$1,633.79	April
Third Year	2022	$1,682.80	April
Fourth Year	2023	$1,733.28	April
Fifth Year	2024	$1,785.28	April

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

(a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than $1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees

Initial (_____)/(_____)
Licensor/Licensee

as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(c) Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

(d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Park and public recreation use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property.

Initial (_____)/(_____)
Licensor/Licensee

Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Propertyand/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

Initial (_____)/(_____)
Licensor/Licensee

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or

Initial (_____)/(_____)
Licensor/Licensee

shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

Initial (_____)/(_____)
Licensor/Licensee

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee’s failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

(a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.

(b) The abandonment or vacating of the Property by Licensee.

Initial (_____)/(_____)
Licensor/Licensee

(c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

(d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.

(e) Any attempt to exclude Licensor from the licensed premises.

(f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

(g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

(h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.

(i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal

Initial (_____)/(_____)
Licensor/Licensee

property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so.

Initial (_____)/(_____)
Licensor/Licensee

Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

Initial (_____)/(_____)
Licensor/Licensee

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Geomatics, Land & Information Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Business Telephone No. (310) 605-5505

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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Initial (_____)/(_____)
Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

NICHOLAS BROWN
Land Services Agent
Land Management – Metro Region
Geomatics, Land & Information Managment

_____
Date

LICENSEE:

CITY OF COMPTON

By_____
CRAIG J. CORNWELL, City Manager

_____
Date

By_____
DAMON M. BROWN, City of Attorney

_____
Date

By_____
ALITA GODWIN, City Clerk

_____
Date

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Licensor/Licensee

APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval *prior to the start of any construction on* "Licensor" *property*.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
    d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded by a licensed electrical engineer
    d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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Licensor/Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
    d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded by a licensed electrical engineer
    d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)
Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50 -foot radius around suspension tower legs, H-Frames and poles

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c. 100-foot radius around dead-end tower legs, H-Frames and poles

4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

a. Must have axles and wheel and be able to be moved
b. Maximum length: 40 feet
c. Maximum height: 15 feet
d. Maximum width: 12 feet

2. No trailers will be permitted within the following areas reserved for Licensor's access:
   a. Within 2 feet from edge of 16-foot wide access roads
   b. 50-foot radius around suspension tower legs, H-Frames and poles
   c. 100-foot radius around dead-end tower legs, H-Frames and poles
   d. 25-foot radius around anchors/guy wires, poles and wood poles
   e. Under or within 10 feet of the conductor "drip lines"

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3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50 - foot radius around suspension tower legs, H-Frames and poles
    c. 100 - foot radius around dead-end tower legs, H-Frames and poles
    d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

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Licensor/Licensee

A D D E N D U M

PARK USE

A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.

B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.

C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.

D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."

E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."

F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."

G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.

H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.

I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.

J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

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Licensor/Licensee

A D D E N D U M

TREES

1. Licensee agrees and accepts full responsibility for the maintenance and/or removal of existing trees/shrubs located on the licensed property. All costs associated with the maintenance and/or removal of trees/shrubs will be the sole burden of Licensee.

2. Periodically, the licensed area will be inspected by Licensor, and upon determination that any tree/shrub requires trimming or removal; Licensee will be notified and provided with a cost estimate for the required work to be done by Licensor's contractor.

3. Licensee has the option of using Licensor's contractor or choosing their own; however failure of Licensee to contact Licensor within 30 days of notice indicating their choice, will result in licensor's contractor performing the work and billing Licensee for the costs. Should Licensee decide to perform the work, all work must be completed within 60 days of written notice. Failure to do so will result in Licensor's contractor performing the work and billing Licensee.

4. Trees/shrubs will be maintained at maximum 15' height limit. Failure to do so will require removal at Licensee's expense.

5. Upon expiration or cancellation of License Agreement, or sale of your adjacent property to a new owner, Licensee agrees to remove all trees/shrubs at the sole expense of Licensee.

6. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees/shrubs within licensed area.

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Licensor/Licensee

A D D E N D U M

TREES/LANDSCAPING

A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.

C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.

D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.

E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.

F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.

G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.

H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.

I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.

J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

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Licensor/Licensee

CITY OF COMPTON

L I C E N S E A G R E E M E N T

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TREES

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Licensor/Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF COMPTON, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being a portion of Assessor's Parcel Number 7318-006-800, situated in the City of Compton, County of Los Angeles, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.

- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.

- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.

- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.

- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.

- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

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Licensor/Licensee

1. Use: Licensee will use the Property for park and public recreation purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of April, 2020 and ending on the last day of March, 2025. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of One Thousand Five Hundred Eighty Six and 20/100 Dollars ($1,586.20) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	$1,586.20	April
Second Year	2021	$1,633.79	April
Third Year	2022	$1,682.80	April
Fourth Year	2023	$1,733.28	April
Fifth Year	2024	$1,785.28	April

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

(a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than $1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than $2,000,000.00 per occurrence and $2,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees

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Licensor/Licensee

as additional insureds, but only for Licensee's negligent acts or omissions; (ii) be primary for all purposes and (iii) contain separation of insureds or cross-liability clause, and (iv) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

(c) Commercial Automobile Liability insurance with a combined single limit of $1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.

(d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Park and public recreation use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property.

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Licensor/Licensee

Under no circumstances shall such review and/or approval be construed as a warranty, representation, or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Propertyand/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

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9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or

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shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product, service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

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23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee’s failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

(a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.

(b) The abandonment or vacating of the Property by Licensee.

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(c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.

(d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.

(e) Any attempt to exclude Licensor from the licensed premises.

(f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.

(g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.

(h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.

(i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal

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property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so.

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Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

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38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Geomatics, Land & Information Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Business Telephone No. (310) 605-5505

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

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Licensor/Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY

By_____

NICHOLAS BROWN
Land Services Agent
Land Management – Metro Region
Geomatics, Land & Information Managment

_____
Date

LICENSEE:

CITY OF COMPTON

By_____
CRAIG J. CORNWELL, City Manager

_____
Date

By_____
DAMON M. BROWN, City of Attorney

_____
Date

By_____
ALITA GODWIN, City Clerk

_____
Date

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APPENDIX

Guidelines for Standard Licensee Improvements

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval *prior to the start of any construction on* "Licensor" *property*.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
    d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded by a licensed electrical engineer
    d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

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SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
    a. 100 feet in length
    b. 50 feet in width
    c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
    d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
    a. Temporary/slip joint construction only
    b. Non-flammable frame only
    c. Adequately grounded by a licensed electrical engineer
    d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)

Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50 -foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way

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5. Suitable identification markers will be required on main controllers and valves
6. Locations of main shut off valve will be provided and shown on a plot plan
7. Underground facilities must have a minimum cover of three feet
8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
3. Placement of large rocks (boulders) must be approved in writing by Licensor
4. Any mounds or change of grade must be approved in writing by Licensor
5. No cactus or thorny shrubs will be permitted
6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered:* Trailers must meet the following criteria:

a. Must have axles and wheel and be able to be moved
b. Maximum length: 40 feet
c. Maximum height: 15 feet
d. Maximum width: 12 feet

2. No trailers will be permitted within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50-foot radius around suspension tower legs, H-Frames and poles
    c. 100-foot radius around dead-end tower legs, H-Frames and poles
    d. 25-foot radius around anchors/guy wires, poles and wood poles
    e. Under or within 10 feet of the conductor "drip lines"
3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes

Initial (_____)/(_____)
Licensor/Licensee

7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
    a. Within 2 feet from edge of 16-foot wide access roads
    b. 50 - foot radius around suspension tower legs, H-Frames and poles
    c. 100 - foot radius around dead-end tower legs, H-Frames and poles
    d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (_____)/(_____)
Licensor/Licensee

A D D E N D U M

PARK USE

A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.

B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.

C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.

D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."

E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."

F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."

G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.

H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.

I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.

J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

Initial (_____)/(_____)
Licensor/Licensee

A D D E N D U M

TREES

1. Licensee agrees and accepts full responsibility for the maintenance and/or removal of existing trees/shrubs located on the licensed property. All costs associated with the maintenance and/or removal of trees/shrubs will be the sole burden of Licensee.

2. Periodically, the licensed area will be inspected by Licensor, and upon determination that any tree/shrub requires trimming or removal; Licensee will be notified and provided with a cost estimate for the required work to be done by Licensor's contractor.

3. Licensee has the option of using Licensor's contractor or choosing their own; however failure of Licensee to contact Licensor within 30 days of notice indicating their choice, will result in licensor's contractor performing the work and billing Licensee for the costs. Should Licensee decide to perform the work, all work must be completed within 60 days of written notice. Failure to do so will result in Licensor's contractor performing the work and billing Licensee.

4. Trees/shrubs will be maintained at maximum 15' height limit. Failure to do so will require removal at Licensee's expense.

5. Upon expiration or cancellation of License Agreement, or sale of your adjacent property to a new owner, Licensee agrees to remove all trees/shrubs at the sole expense of Licensee.

6. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees/shrubs within licensed area.

Initial (_____)/(_____)
Licensor/Licensee

A D D E N D U M

TREES/LANDSCAPING

A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.

C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.

D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.

E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.

F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.

G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.

H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.

I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a condition satisfactory to Licensor.

J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (_____)/(_____)
Licensor/Licensee

March 24, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON EXTENDING THE DUE DATE OF THE CHARTER REVIEW COMMITTEE'S FINAL REPORT CONTAINING RECOMMENDED CITY CHARTER AMENDMENTS TO APRIL 21, 2020

SUMMARY

Adoption of the attached resolution will approve the City Attorney's recommendation that the current due date of March 24, 2020 for the delivery to the City Council of the Charter Review Committee's final report containing recommendations on individual Charter amendments be extended to April 21, 2020.

BACKGROUND

On November 5, 2019, the City Council adopted Resolution No. 25,156, which established a City Charter Review Committee ("Committee") to evaluate existing City Charter provisions and recommend any proposed amendments to the City Council for consideration as a ballot measure(s) in the November 2020 statewide general election.

In addition to establishing the Committee; among other details; Resolution No. 25,156 sets forth that … "[T]he Committee's recommendations shall be delivered in a written final report to the City Council by no later than **March 24, 2020,** *or through such other means and on such other dates as shall be set by the City Council.*" (Emphasis added). Attached to Resolution No. 25,156 was a "Proposed Timeline for the November 3, 2020 Election," which in addition to identifying the March 24, 2020 due date for the Committee's final report, established the activities that needed to take place to meet the March 24th due date and subsequent deadline dates leading to the November 2020 election date. The "Timeline" provides that:

1. Applicant recruitment of Committee members occur between November 1, 2019 through November 25, 2019;
2. Appointments to the Committee be made at the November 26, 2019 Council meeting;
3. First (1st) Committee meeting with election of Chair and Vice-Chair to be held December 2, 2019;
4. Bi-weekly meetings to be held (1st & 3rd Mondays) from December 2, 2019 through March 16, 2020;
5. Final report presented to City Council on March 24, 2020; and
6. City Council review of the Committee's final report for the period of March 24, 2020 through May 5, 2020, before required public hearings scheduled to start no later than the Council meeting of June 2, 2020 (subsequent to the required 21 day minimum notice of public hearing prior to the hearing date).

STATEMENT OF THE ISSUE

The Charter Review Committee is to consist of eleven (11) members – two (2) to be selected and appointed by each Councilperson and three (3) by the Mayor. While the "Timeline" attached to Resolution No. 25,156 established an appointment deadline of November 26, 2019, unfortunately appointments to the Committee were not completed until late February 2020, leaving the Committee only three (3) weeks to accomplish their mission. While the Committee members have agreed to meet every Monday by calling special meetings for 2nd, 3rd and 5th Mondays, both the Committee members and the City Attorney believe a deadline of March 24th is wholly inadequate for reviewing such an important document; i.e. the City's Constitution.

The City is bound by procedural requirements listed in the California Government and Elections Code. If proposed amendments to the City Charter are to be placed on the November 3, 2020 ballot, ballot measures must be submitted to the County Clerk no later than August 7, 2020 (at least 88 days before the election).[1]

In addition, State law provides a special hearing process designed to allow for public input in the process. Prior to seeking voter approval of a charter amendment, two public hearings must take place announcing that the charter amendment(s) are being proposed and the content of the proposed charter amendments. [2] Notice of the public hearing must be posted in three public places at least 21 days prior to each public hearing.[3] The second public hearing is required to take place thirty (30) days after the first hearing. Following the second public hearing, the proposed charter amendment(s) may be presented for final City Council deliberation after another 21-day waiting period.[2] Once this process is completed, the City Clerk can forward the measure regarding the proposed charter amendments to the County Clerk – Registrar's Office no later than August 7, 2020.

Attached to this resolution is a proposed revised timeline that would extend the due date for presentation of the Committee's final report to Council to April 21, 2020 and change the Council review period of the final report from March 24, 2020 through May 5, 2020 to April 21, 2020 through May 5, 2020. The remaining dates for placing any charter proposal(s) on the November 3, 2020 ballot will not be revised in light of the fact that these dates are mandated pursuant to state laws. If there are any date changes to the proposed timeline beginning with the June 2, 2020 public hearing, it will not be possible to place a charter amendment proposal on the November 3, 2020 ballot.

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[1] California Elections Code §9255
[2] California Government Code §34458(b)
[3] California Government Code §6066

RECOMMENDATION

Staff recommends that 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 EXTENDING THE DUE DATE OF THE CHARTER REVIEW COMMITTEE'S FINAL REPORT CONTAINING RECOMMENDED CITY CHARTER AMENDMENTS TO APRIL 21, 2020.

WHEREAS, on November 5, 2019, the City Council adopted Resolution No. 25,156, which established a City Charter Review Committee ("Committee") to evaluate existing City Charter provisions and recommend any proposed amendments to the City Council for consideration as a ballot measure(s) in the November 2020 statewide general election; and

WHEREAS, in addition to establishing the Committee; among other details; Resolution No. 25,156 sets forth that … "[T]he Committee's recommendations shall be delivered in a written final report to the City Council by no later than **March 24, 2020,** *or through such other means and on such other dates as shall be set by the City Council.*" (Emphasis added); and

WHEREAS, attached to Resolution No. 25,156 was a "Proposed Timeline for the November 3, 2020 Election," which in addition to identifying the March 24, 2020 due date for the Committee's final report, established the activities that needed to take place to meet the March 24th due date and subsequent deadline dates leading to the November 2020 election date; and

WHEREAS, the "Timeline" provides that appointments to the Committee be made at the November 26, 2019 Council meeting, however unfortunately appointments to the Committee were not completed until late February 2020, leaving the Committee only three (3) weeks to accomplish their mission; and

WHEREAS, both the Committee members and the City Attorney believe a deadline of March 24th is wholly inadequate for reviewing such an important document; i.e. the City's Constitution and recommend that the due date for the Committee's final report be extended to April 21, 2020 and the City Council's review of final report period be shortened.

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

Section 1. That pursuant to the provisions of Section 1(f) of Resolution No. 25,156, adopted by the City Council on November 5, 2019, which allows the City Council to set other dates for submission of the Charter Review Committee's final report containing recommendations on individual Charter amendments, the due date for submission of the Charter Review Committee's final report is hereby extended to the date of **April 21, 2020** and the City Council's review of the Charter Review Committee's final report is revised to the period of **April 21, 2020 through May 5, 2020.**

Section 2. That the attached revised "Proposed Timeline for November 3, 2020 is attached hereto and incorporated herein.

Section 3. That all other provisions of Resolution No. 25,156 shall remain the same unless otherwise revised by the City Council.

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

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) 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

ADVISORY CHARTER REVIEW COMMITTEE FINAL REPORT PROPOSED TIMELINE FOR NOVEMBER 3, 2020 ELECTION

DATE	PURPOSE
NOVEMBER 1, 2019 – November 25, 2019	APPLICANT RECRUITMENT OF ADVISORY CHARTER COMMITTEE
NOVEMBER 26, 2019	APPOINTMENT OF THE 2020 CHARTER REVIEW COUNCIL APPOINTEES AT CITY COUNCIL MEETING
DECEMBER 2, 2019 *First Meeting*	SELECTION OF CHAIR AND VICE-CHAIR
BI WEEKLY MEETINGS *First Monday* *Third Monday* *City Council Chambers* *December 2, 2019 – March 16, 2020 (8 Meetings)*	ADVISORY COMMITTEE MEETINGS: (1) REVIEW CITY CHARTER (2) DISCUSS/PROPOSE AMENDMENTS TO CITY CHARTER (3) PREPARE FINAL REPORT WITH RECOMMENDATIONS ON PROPOSED CHARTER REVISIONS (4) LEGAL REVIEW OF PROPOSED CHANGES IN FINAL REPORT (5) MEET AND CONFER WITH UNIONS IF REQUIRED
~~MARCH 24, 2020~~ APRIL 21, 2020	PRESENTATION OF FINAL REPORT ON PROPOSED CHANGES AT CITY COUNCIL MEETING
~~MARCH 24, 2020~~ APRIL 21, 2020 – MAY 5, 2020	CITY COUNCIL REVIEW OF COMMITTEE'S FINAL REPORT
MAY 11, 2020*	NOTICE OF FIRST PUBLIC HEARING
JUNE 2, 2020**	PUBLIC HEARING #1 – PROPOSED CHARTER AMENDMENTS
JUNE 15, 2020	NOTICE OF SECOND PUBLIC HEARING
JULY 7, 2020* *The second public hearing shall be held at least 30 days after the first public hearing - Government Code §34458 (b)*	PUBLIC HEARING #2 – PROPOSED CHARTER AMENDMENTS
AUGUST 4, 2020 *City Council cannot conduct a vote on whether to approve the submission to the voters of the proposal to adopt a charter until 21 days after the second public hearing – Government Code §34458 (b)*	CITY COUNCIL TO ADOPT RESOLUTION CALLING FOR A NOVEMBER 3, 2020 ELECTION TO PRESENT PROPOSED CHARTER AMENDMENTS TO VOTERS
AUGUST 7, 2020 *City Council on its own motion may propose to amend or cause to be amended, a charter and may submit the proposal for the amendment to the voters at the next established statewide general election provided there are at least 88 days before the election – Government Code §9255(b)*	DEADLINE TO SUBMIT CHARTER BALLOT MEASURE TO LOS ANGELES COUNTY REGISTRAR
NOVEMBER 3, 2020	ELECTION DAY PROPOSED CHARTER AMENDMENTS TO APPEAR ON GENERAL ELECTION BALLOT

**Notice of the public hearings is to be given by publication pursuant to Government Code §6066, in a newspaper designated by City Council and circulated throughout the City and by posting this notice in three public places within the jurisdiction at least 21 days prior to the public hearing.*

***The proposed schedule is time sensitive and dependent on a multi-step hearing process. If there are any date changes to the proposed timeline beginning with the June 2, 2020 public hearing, it will not be possible to place a charter amendment proposal on the November 3, 2020 ballot. .*

March 24, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROVE THE FIVE YEAR AND ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN, SIGN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE 2020 PUBLIC HOUSING AUTHORITY (PHA) FIVE YEAR AND ANNUAL PLANS

SUMMARY

By mandate of the United States Department of Housing and Urban Development (HUD), Housing Authorities nationwide are required to develop and implement a Five Year and Annual Plans. This is the PHA's fifth year which requires the Five Year Plan. The Annual Plan provides an update on details about the PHA's immediate operations, programs and services and notifies HUD of changes that were not included in the Five Year Plan.

The Housing Authority recommends that the City Council authorize the City Manager to sign the PHA Plan Certifications and adopt a resolution approving submission of the 2020 PHA Five Year and Annual Plans.

BACKGROUND

As required by Section 511 of the Quality Housing and Work Responsibility Act of 1988, staff has prepared the 2020 Five Year and Annual Plans for submittal to the Department of Housing and Urban Development (HUD).

The PHA Plans advise HUD, Section 8 participants and other members of the public about the PHA's mission, goals and objectives, policies, programs, operations for serving the needs of low-income and very low-income families, and the PHA's strategies for addressing those needs. The Annual PHA Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes made. The Annual Plan informs HUD, residents and the public of the PHA's mission for serving the needs of low income and very low-income families and the PHA strategy for addressing those needs.

STATEMENT OF THE ISSUE

Federal regulations require that a Resident Advisory Board (RAB) participate in the planning process and assist and make recommendations regarding the PHA Plan. The RAB met on February 20, 2020. PHA's are required to consider the RAB's recommendations to the Plan, but are not required to agree with them. The RAB was

asked to submit recommendations and comments regarding the draft PHA Plan. However, there were no recommendations made by the RAB on the PHA Plan.

PHA's are required to conduct a Public Hearing. A Joint Public Hearing will be conducted on May 24, 2020, UCDC meeting. HUD regulations require approval of the Plans by the UCDC. The draft Plan has been made available for review at the City's Clerk's Office and the Local Housing Authority. The City Council is required to consider written comments, as well as any comments made at the Public Hearing.

The PHA's goals and objectives are identified on page one of the PHA Plan. The Primary goal of the program is to assist as many households as possible with the funding provided.

ALTERNATIVE

Do not approve one or both of the PHA Plans and direct staff on how to proceed.

FISCAL IMPACT

There is no fiscal impact on the General Fund of the adoption of the Housing Authority's PHA Annual Plan. The Housing Authority is funded exclusively with federal resources provided by HUD.

RECOMMENDATION

It is recommended that the City Council approve the Annual Plan as presented, authorize the City Manager to sign the PHA Plan Certifications of Compliance with PHA Plans and Related Regulations (HUD-5077), and instruct staff to submit the PHA 2020 Five Year and Annual Plans to HUD for approval.

DELMONSHA GREEN
HOUSING DIRECTOR

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE CITY MANAGER TO APPROVE THE FIVE YEAR AND ANNUAL PUBLIC HOUSING AUTHORITY (PHA) PLAN, SIGN CERTIFICATIONS AND APPROVE THE SUBMISSION OF THE 2020 PHA FIVE YEAR AND ANNUAL PLAN

WHEREAS, by mandate of the United States Department of Housing and Urban Development (HUD), Housing Authorities nationwide are required to develop and implement an Annual Plan and every fifth year the Five Year Plan. The Annual Plan provides and update on details about the PHA's immediate operations, programs and services and notifies HUD of changes that were not included in the Five Year Plan; and

WHEREAS, as required by Section 511 of the Quality Housing and Work Responsibility Act of 1988, staff has prepared the 2020 PHA Five Year and Annual Plans for submittal to "HUD"; and

WHEREAS, the PHA Plan advises HUD, Section 8 participants and other members of the public about the PHA's mission, goals and objectives, policies, programs, operations for serving the needs of low-income and very low-income families, and the PHA's strategies for addressing those needs; and

WHEREAS, the City Council has conducted a joint public hearing with the Compton City Council on March 24, 2020 in compliance with requirements of HUD; and

WHEREAS, it is one of the City of Compton's top priorities to effectively and efficiently operate the Compton Local Housing Authority pursuant to all federal and local rules; and

WHEREAS, it is recommended that the City Council approve the PHA Five Year and Annual Plan as presented, authorize the City Manager to sign the PHA Plan Certifications of Compliance with PHA Plans and Related Regulations (HUD-5077-SL) and submit the PHA 2020 Five Year and Annual Plans to HUD for approval.

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

Section 1. That the City Council does hereby approve and authorize the submission of the PHA Five Year and Annual Plans for 2020.

Section 2. That the City Manager, on the advice of the City Attorney, is hereby authorized to execute and deliver any and all documents in connection with the 2020 PHA Five Year and Annual Plans.

Section 3. That a copy of this Resolution shall be transmitted to the U.S. Department of Housing and Urban Development and filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, Economic Resource Development Department and the Compton Local Housing Authority.

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
COUNCIL OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City Council the of Compton hereby certify that the foregoing Resolution was adopted by the Council, signed by the Mayor and attested by the Commission Clerk at the regular meeting thereof 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

CITY OF COMPTON
LOCAL HOUSING AUTHORITY



PUBLIC HOUSING AGENCY (PHA)

2020 Five Year and Annual Plans

PHA Name: City of Compton Housing Authority
Five Year and Annual Plans for Fiscal Year 2020
HA Code: CA071

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PHA Annual Plan

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Attachments

B.6 Resident Advisory Board (RAB Comments)
B.7 Certification by State or Local Officials **(HUD 5077-SL)** (12/2014)
Civil Rights Certifications

B.8 Proof of Publication
Notice of Hearing
Letter Requesting Public Hearing
Resolutions (pending)

5-Year PHA Plan *(for All PHAs)*	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-5Y is to be completed once every 5 PHA fiscal years by all PHAs.

A. PHA Information.

A.1

PHA Name: **Housing Authority of the City of Compton** **PHA Code:** **CA071**

PHA Plan for Fiscal Year Beginning: (MM/YYYY)**:** **7/2020**

PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission

Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

Compton Housing Authority Main Office
700 North Bullis Road
Compton, CA 90221

Main Administration Office of the Local Government
City of Compton Clerk's Office
205 South Willowbrook Avenue
Compton, CA 90220

☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below) **(NOT APPLICABLE)**

Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	
				PH	HCV
Lead PHA:					

B. 5-Year Plan. Required for all PHAs completing this form.

B.1	**Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. **The Compton Housing Authority's mission is to provide safe, decent and sanitary housing conditions for very low-income families and to manage resources efficiently. The PHA is to promote personal, economic and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.**
B.2	**Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low- income, and extremely low- income families for the next five years. The Housing Choice Voucher Program is designed to achieve these key goals and objectives: **Goal: Expand the supply of assisted housing** **Objectives:** ➢ Apply for additional rental vouchers ➢ PHA will conduct outreach to landlords to encourage their participation in the HCV Program through advertising, property site visits, researching internet rental resources and outreach mailings. **Goal: Manage the PHA Housing Choice Voucher Program in an efficient and effective manner** **Objectives:** ➢ Maintain "High Performer" status under HUD's Section 8 Management Assessment Program (SEMAP). ➢ Provide training that will enhance staffs understanding of the program and the needs of the clients. ➢ Develop a website that will include a calendar of events, applications, meeting notices and pertinent information. ➢ Ensure that all units meet Housing Quality Standards (HQS) and families pay fair and reasonable rents ➢ Act as a liaison to the City of Compton Homeless Taskforce **Goal: Promote self-sufficiency of assisted households** **Objectives**: ➢ Organize Family Self-Sufficient (FSS) workshops centered on essential services in education, training, employment and money management. ➢ Develop community partnerships to expand supportive services and improve employability of participants. **Goal: Ensure equal opportunity and affirmatively further Fair Housing** **Objectives:** ➢ Undertake affirmative action's measures to ensure access to assisted housing regardless of race, color religion, national origin, sex, familial status, gender identity, marital status and disability. ➢ Provide educational material and fair housing courses to landlords and participants. ➢ Train staff to recognize fair housing issues with the community and ensure participants receives information. **Goal: Violence Against Women Act (VAWA)** **Objectives:** ➢ Support and assist victims of domestic violence, dating violence, sexual assault or stalking ➢ Ensure proper VAWA notification, documentation and confidentiality. ➢ Follow policies related to eligibility, program participation, and program termination.

B.3	**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. ➢ Strategies pursued by the PHA outlined in the 5 Year PHA plan was successful and allowed the authority to meet our Mission to promote adequate and affordable housing, economic opportunities , and a suitable living environment free from discrimination. ➢ Maintained High Performer for 4 years except for one year when the lease up rate declined. ➢ Increased the payment standard to market the program to potential landlords. ➢ Opened the Waiting list using the lottery system (accepted 5,000) applications electronically. ➢ Continued good management practices ➢ Updated rent reasonableness process to an automated data search using GoSection 8 ➢ The PHA continues to promote and abide by the Violence Against Women's Act (VAWA), stating policies and procedures implementing VAWA. ➢ Staff has been trained in fair housing to ensure equal opportunity practices are in place for all applicants and participants. Provide informational packets and post training opportunities for landlords and participants. ➢ Continue to look for additional funding opportunities made available by the US Department of Housing and Urban Development ➢ Purchased equipment to provide fingerprinting/live scan at no cost to HCV families and applicants ➢ Continued to support the City of Compton Homeless Taskforce
B.4	**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. **SEE ATTACHMENT (VIOLENCE AGAINST WOMEN ACT POLICY)**
B.5	**Significant Amendment or Modification**. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. PHA's defines "significant amendment or modifications as follows: ➢ An amendment that changes the overall meaning of the Mission Statement ➢ Changes the long term goals, objectives or federal funds of the Housing Authority ➢ Changes the policies on eligibility, rent, admissions, termination or organization of the waiting list. An exception to this definition will be made only for changes that are adopted to reflect HUD regulatory requirements and such changes shall not be considered significant amendment or modification.
B.6	**Resident Advisory Board (RAB) Comments.** (a) Did the RAB(s) provide comments to the 5-Year PHA Plan? Y N ☐ ☒ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations. **SEE ATTACHMENT**
B.7	**Certification by State or Local Officials.** Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. **SEE ATTACHMENT**

Instructions for Preparation of Form HUD-50075-5Y
5-Year PHA Plan for All PHAs

A. PHA Information 24 CFR §903.23(4)(e)

A.1 Include the full **PHA Name**, **PHA Code**, , **PHA Fiscal Year Beginning** (MM/YYYY), **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. 5-Year Plan.

B.1 Mission. State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR §903.6(a)(1))

B.2 Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low- income, and extremely low- income families for the next five years. (24 CFR §903.6(b)(1)) For Qualified PHAs only, if at any time a PHA proposes to take units offline for modernization, then that action requires a significant amendment to the PHA's 5-Year Plan.

B.3 Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR §903.6(b)(2))

B.4 Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR §903.6(a)(3))

B.5 Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.

B.6 Resident Advisory Board (RAB) comments.

(a) Did the public or RAB provide comments?
(b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.17(a), 24 CFR §903.19)

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low-income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average .76 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

COMPTON HOUSING AUTHORITY
PUBLIC HOUSING AGENCY PLAN (PHA)
2020 5YEAR & ANNUAL PLAN

COMPTON HOUSING AUTHORITY

ATTACHMENTS

- Violence Against Women Act (VAWA)
- Certification by State or Local Officials (Form HUD 50077-SL)
- Resident Advisory Board (RAB Comments)
- Notice of 2020 PHA Plan Public Hearing
- Publication Notice
- Resolutions (pending)

COMPTON HOUSING AUTHORITY

ATTACHMENT B.4

Violence Against Women Act (VAWA) Goals

- Provide a statement of the PHA's goals, activities, objectives, policies, or programs that will enable the PHA to service the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

16-IX.A. OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-I.C, "Family Breakup and Remaining Member of Tenant Family"; 3-III.G, "Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking"; 10-I.A, "Allowable Moves"; 10-I.B, "Restrictions on Moves"; 12-II.E, "Terminations Related to Domestic Violence, Dating Violence, or Stalking"; and 12-II.F, "Termination Notice."

16-IX.B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA:

- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

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- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

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16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]

Notification to Public

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

PHA Policy

The PHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

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Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

PHA Policy

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance, as part of the written briefing packet, and at the time the family is admitted to the program. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

The PHA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

PHA Policy

Whenever the PHA has reason to suspect that providing information about VAWA to a partipant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the PHA may decide not to send mail regarding VAWA protections to the victim's unit if the PHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the PHA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

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Notification to Owners and Managers

While PHAs are no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the PHA may still choose to inform them.

PHA Policy

The PHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the program and at least annually thereafter.

The VAWA information provided to owners will consist of the notice in Exhibit 16-5 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation.

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16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

(1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.

(2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record

(3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under "Conflicting Documentation," nor may it require certification in addition to third-party documentation [VAWA final rule].

PHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim's inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim's need to address health or safety issues. Any extension granted by the PHA will be in writing.

Once the victim provides documentation, the PHA will acknowledge receipt of the documentation within 10 business days.

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Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].

The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

PHA Policy

If presented with conflicting certification documents from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

When requesting third-party documents, the PHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the PHA does not receive third-party documentation within the required timeframe (and any extensions) the PHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the PHA will hold separate hearings for the applicants or tenants.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

PHA Policy

If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault or stalking, the PHA will document acceptance of the statement or evidence in the individual's file.

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Failure to Provide Documentation [24 CFR 5.2007(c)]

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]

All information provided to the PHA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

PHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

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COMPTON HOUSING AUTHORITY

ATTACHMENT B.6

Resident Advisory Board (RAB)

- Letter requesting review of 5 Year and Annual PHA Plan
- Comments

RESIDENT ADVISORY BOARD (RAB)

Meeting – February 20, 2020

The Resident Advisory Board as stated accepted the Compton Housing Authority 2020 PHA 5 Year Plan and Annual Plan, and approved submission to the Department of Housing and Urban Development. There were no comments or challenged elements by any of the Resident Advisory Board.

Fred Hobbs 02/20/2020

Fred Hobbs
Chairperson, Resident Advisory Board

City of Compton
COMPTON HOUSING AUTHORITY

(310) 605-3080
Fax. (310) 605-3096

February 11, 2020

To: Resident Advisory Board

From: Delmonsha Green
Housing Director

Re: Review of 5 Year and Annual PHA Plan

Attached for your review prior to the Resident Advisory Board meeting is the Compton Housing Authority 2020 Public Housing Agency (PHA) Five Year Plan and Annual PHA Plan scheduled for Thursday, February 20, 2020 at 9:30 a.m. at the Compton Housing Authority. The PHA Plan is a comprehensive guide to Public Housing Agency (PHA) policies, programs, operations, and strategies for meeting local housing needs and goals. There are two parts to the PHA Plan: the 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year, and the Annual Plan, which is submitted to HUD every year by non-qualified agencies.

As indicated above there are two parts and this is the 5th year of the PHA Plan, therefore, the Housing Authority has to set goals and objectives that has a target date to be completed within a five year period. The outlined goals has been reviewed by staff and is in agreement that the Housing Authority can meet these goals within the set timeframe.

As the Board, the Housing Authority is requesting any comments you may have pertaining to the five year PHA Plan goals and objectives.

Should you require additional information, feel free to contact me prior to the meeting date.

COMPTON HOUSING AUTHORITY

ATTACHMENT B.7

Certification by State or Local Officials

- Form HUD 50077-SL, *Certification by State or Local Officials of PHA Plans*

Civil Rights Certification

- Form HUD 50077-ST-HCV-HP

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan ***(All PHAs)***

U. S Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0226
Expires 2/29/2016

Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, Craig J. Cornwell, the City Manager
Official's Name *Official's Title*

certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

City of Compton Housing Authority
PHA Name

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

Local Jurisdiction Name

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

Housing is available to all persons regardless of race, ethnicity or income. The City of Compton Supports statewide housing goals that call for equal housing access for all persons. This policy is Consistent with the Consolidated Plan.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Craig J. Cornwell	City Manager
Signature	Date
	March 24, 2020

Certifications of Compliance with PHA Plans and Related Regulations ***(Standard, Troubled, HCV-Only, and High Performer PHAs)***	**U.S. Department of Housing and Urban Development** Office of Public and Indian Housing **OMB No. 2577-0226** **Expires 02/29/2016**

PHA Certifications of Compliance with the PHA Plan and Related Regulations including Required Civil Rights Certifications

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the _X_ *5-Year and/or* _X_ *Annual PHA Plan for the PHA fiscal year beginning* _2020_*, hereinafter referred to as" the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
   - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
   - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
   - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
   - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

COMPTON HOUSING AUTHORITY	**CA071**
PHA Name	PHA Number/HA Code

__X__ Annual PHA Plan for Fiscal Year 20 **20**

__X__ 5-Year PHA Plan for Fiscal Years 20**20** - 20**25**

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official	Title
Craig J. Cornwell	City Manager
Signature	Date
	March 24, 2020

COMPTON HOUSING AUTHORITY

ATTACHMENT B.8

- Proof of Publication
- Notice of 2020 PHA Plan Public Hearing
- Letter Requesting Hearing

Cust Id: 314 Ad Id: 26497 Sch Id: 79365

Your Control #: NOTICE OF 2020 PHA PLAN PUBLIC HEARING

THE COMPTON BULLETIN
800 E. COMPTON BLVD.
COMPTON, CA 90221
310-635-6776

VERNELL MCDANIEL
CITY OF COMPTON
CITY CLERKS OFFICE
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220

Proof of Publication

2015.5 C.C.P.

State of CA, County of LOS ANGELES

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of The Bulletin, a newspaper of general circulation, published weekly in the City of Compton, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

02/05/20

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Compton, CA on

Signature Lysa Grace Bellossa 02/26/2020

NOTICE OF 2020 PHA PLAN PUBLIC HEARING

The Housing Authority of the City of Compton will conduct a public hearing for the 2020 Public Housing Agency (PHA) Five Year Plan and Annual Plan on Tuesday, March 24, 2020 at 5:50 p.m. The hearing will be held at the COUNCIL CHAMBERS at 205 South Willowbrook Avenue, Compton, CA 90220.

THE PURPOSE OF THE HEARING is to provide citizens, public agencies and other interested parties an opportunity to provide to the Local Housing Authority of the City of Compton input on the Annual Public Housing Authority (PHA) Plan.

ALL INTERESTED PARTIES are invited to attend said hearing and express opinions related to the Annual Plan.

Any persons or organizations desiring to comment on proposed changes for the 2020 PHA Five Year Plan or Annual Plan may file a written comment no later than March 13, 2020 at 5:00 p.m. with the City Clerk's office located at 205 South Willowbrook Avenue, Compton, CA 90220.

The PHA Plan will be available for review between the hours of 7:00 a.m. to 5:00 p.m., Monday through Thursday at:
Local Housing Authority
700 North Bullis Road
Compton, CA 90221
City Clerk
205 South Willowbrook Avenue
Compton, CA 90220

HEARING DATE:
Tuesday,
March 24, 2020 5:50 p.m.

LOCATION:
Council Chambers
205 South Willowbrook Avenue
Compton, CA 90220

COMPTON LOCAL HOUSING AUTHORITY

NOTICE OF 2020 PHA PLAN PUBLIC HEARING

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Local Housing Authority	City Clerk
700 North Bullis Road	205 South Willowbrook Avenue
Compton, CA 90221	Compton, CA 90220

HEARING DATE: Tuesday, March 24, 2020 5:50 p.m.

LOCATION: Council Chambers
205 South Willowbrook Avenue
Compton, CA 90220

January 28, 2020

To: **HONORABLE MAYOR AND COUNCIL MEMBERS**

From: **CITY MANAGER**

SUBJECT: **REQUEST TO SCHEDULE A JOINT PUBLIC HEARING – HOUSING AUTHORITY PHA 2020 ANNUAL PLAN AND FIVE YEAR PLAN**

By mandate of the United States Department of Housing and Urban Development (HUD), Housing Authorities nationwide are required to develop and implement an Annual Plan and once every fifth year the Five Year Plan. The Annual Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes that were not included in the Five Year Plan.

The information that the Public Housing Agency (PHA) must submit to HUD under the Five Year and Annual Plan, are the discretionary policies of the various plan components or elements (i.e., programs, operations, and strategies for meeting local housing needs and goals) and not the statutory or regulatory requirements that govern these components. The PHA's Annual Plan also provides the plans and procedures to be met in order to be consistent with the goals and objectives of the PHA's Five Year Plan.

The Housing Authority is requesting that the public hearing be scheduled for Tuesday, March 24, 2020, at 5:30 p.m. in the Council Chambers at the Urban Community Development Commission Meeting located at 205 South Willowbrook Avenue, Compton.

DELMONSHA GREEN, HOUSING DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

January 28, 2020

To: **CHAIRPERSON AND COMMISSIONERS**

From: **EXECUTIVE SECRETARY**

SUBJECT: **REQUEST TO SCHEDULE A JOINT PUBLIC HEARING – HOUSING AUTHORITY 2020 PHA ANNUAL PLAN AND FIVE YEAR PLAN**

By mandate of the United States Department of Housing and Urban Development (HUD), Housing Authorities nationwide are required to develop and implement an Annual Plan and every fifth year the Five Year Plan. The Annual Plan provides details about the PHA's immediate operations, programs and services and notifies HUD of changes that were not included in the Five Year Plan.

The information that the Public Housing Agency (PHA) must submit to HUD under the Annual Plan, are the discretionary policies of the various plan components or elements (i.e., programs, operations, and strategies for meeting local housing needs and goals) and not the statutory or regulatory requirements that govern these components. The PHA's Annual Plan also provides the plans and procedures to be met in order to be consistent with the goals and objectives of the PHA's Five Year Plan

The Housing Authority is requesting that the public hearing be scheduled for Tuesday, March 24, 2020, at 5:30 p.m. in the Council Chambers at the Urban Community Development Commission Meeting located at 205 South Willowbrook Avenue, Compton.

DELMONSHA GREEN, HOUSING DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
EXECUTIVE SECRETARY

March 24, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH ALLIED MANAGED CARE, INC. FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to enter into a thirty-six (36) month agreement; with two 1-year renewal options; with Allied Managed Care, Inc. for the provision of workers' compensation services for the City's self-insured workers' compensation program.

BACKGROUND

All employers in California are required by law to pay for the medical treatment and lost wages of employees who suffer job-related injuries or illnesses. The City of Compton has been self-insured and self-administered for its Workers' Compensation Program since 1981 and has implemented an assertive cost containment program. The City also provides efficient service to City employees who have suffered a work-related injury, as well as vigorously defend disputed claims.

STATEMENT OF THE ISSUE

It is an industry wide practice to maintain a panel of professionals, who will also act as partners, to assist in the maintenance of a successful Workers' Compensation Program. The City's agreement with its current workers' compensation program vendor related to bill review services is soon to expire, thus there is a need to employ the services of a qualified and experienced service provider capable of performing Workers' Compensation bill reviews, PPO offerings, bill review negotiations and reporting requirements.

Risk Management staff solicited proposals for such services and four (4) proposals were received from the following consultants:

Consultants	Amount
Allied Managed Care, Inc.	$8.00 per bill (flat rate) + PPO access fee (percentage vary based on PPO but less than 27%)

Medata	Did not provide proposal
CompTech Medical Management	Non-responsive
Genex Services	$10.00 per bill + PPO access fee (28% of savings)

After reviewing the various proposals submitted by workers' compensation service providers, staff has determined that Allied Managed Care, Inc. submitted the lowest, most responsive bid and would best partner with the City in a continuing effort to manage a viable self-insured program. Accordingly, staff recommends City Council accept the proposal of Allied Managed Care, Inc. to render bill review services for the City's Workers' Compensation Program.

In order to authorize the City Manager to enter into an agreement with Allied Managed Care, Inc. to render the requisite services, City Council's authorization is necessary.

FISCAL IMPACT

Funds for the contracted services for Fiscal Year 2019-2020, anticipated to be no more than One Hundred Thousand Dollars ($100,000.00), is allocated in Account No. 6300-420000-4265. Funding for additional years of the agreement will be allocated in future City budgets.

RECOMMENDATION

Staff recommends 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 AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-SIX (36) MONTH AGREEMENT WITH ALLIED MANAGED CARE, INC. FOR THE SELF-INSURED WORKERS' COMPENSATION PROGRAM

WHEREAS, all employers in California are required by law to pay for the medical treatment and lost wages of employees who suffer job-related injuries or illnesses; and

WHEREAS, the City of Compton has been self-insured and self-administered for its Workers' Compensation Program since 1981 and has implemented an assertive cost containment program. The City also provides efficient service to City employees who have suffered a work-related injury, as well as vigorously defend disputed claims; and

WHEREAS, it is an industry wide practice to maintain a panel of professionals, who will also act as partners, to assist in the maintenance of a successful Workers' Compensation Program; and

WHEREAS, the City's agreement with its current workers' compensation program vendor related to bill review services is soon to expire, thus there is a need to employ the services of a qualified and experienced service provider capable of performing Workers' Compensation bill reviews, PPO offerings, bill review negotiations and reporting requirements; and

WHEREAS, Risk Management staff solicited proposals for such services and four (4) proposals were received from the following consultants:

Consultants	**Amount**
Allied Managed Care, Inc.	$8.00 per bill (flat rate) + PPO access fee (percentage vary based on PPO but less than 27%)
Medata	Did not provide proposal
CompTech Medical Management	Non-responsive
Genex Services	$10.00 per bill + PPO access fee (28% of savings); and

WHEREAS, after reviewing the various proposals submitted by workers' compensation service providers, staff has determined that Allied Managed Care, Inc. submitted the lowest, most responsive bid and would best partner with the City in a continuing effort to manage a viable self-insured program; and

WHEREAS, in order to authorize the City Manager to enter into an agreement with Allied Managed Care, Inc. to render the requisite services, 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 is hereby authorized to enter into a thirty-six (36) month agreement; with two 1-year renewal options; with Allied Managed Care, Inc. to render the professional services of bill review services at the costs specified in its proposal.

SECTION 2. That funds for the contracted services for Fiscal Year 2019-2020, anticipated to be no more than One Hundred Thousand Dollars ($100,000.00), is allocated in Account No. 6300-420000-4265. Funding for additional years of the agreement will be allocated in future City budgets.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney (Risk Management/Workers' Compensation Division), 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
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

March 24, 2020

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-7.2, 30-8.2, 30-9.2, 30-10.2 OF THE COMPTON MUNICIPAL CODE TO PERMIT TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES CITYWIDE AND ADDING SECTION 30-48 TO THE COMPTON MUNICIPAL CODE TO INCORPORATE EMERGENCY SHELTER OVERLAY ZONE DEVELOPMENT STANDARDS, AN EMERGENCY SHELTER OVERLAY ZONE AND AMENDING THE OFFICIAL COMPTON ZONING MAP TO INCORPORATE THE EMERGENCY SHELTER OVERLAY ZONE (Zone Text Amendment #19-01)**

SUMMARY:
The Community Development Department is presenting for the City Councils' consideration several amendments to Chapter 30 of the Municipal Code (Zoning) relating to Transitional and Supportive Housing and Emergency Shelters. The proposed code amendments are being required by the state Department of Housing and Community Development (HCD) for the City to comply with Senate Bill 2 (2007) and to receive full certification of the draft Housing Element. In October of 2019, this item was brought before the City Council for consideration. The council had several questions requiring further research which staff has completed. On page 6 of this report, the answers to the questions the council asked at the October meeting are provided.

Background

Effective January 1, 2008, SB 2 requires all City's in the state to review and process Transitional and Supportive housing projects exactly the same as traditional single family residences. SB2 also requires all City's' to establish at least one zone or zones where emergency shelters are allowed as a "By Right" land use eliminating any discretionary CUP review.

Transitional and Supportive housing
Since the adoption of SB2 staff has been approving transitional and supportive housing projects in residential zones administratively using the same review application process and regulations used for traditional single-family homes. The transitional and supportive housing projects approved thus far have been in existing single-family homes. In 2017, the Planning Commission approved a Transitional Home CUP for the conversion of an

existing closed seven-room motel in a commercial zone on Long Beach Blvd. This proposed ordinance will formalize the existing review process by specifically listing Transitional and Supportive Housing in the Zoning Code in the "Permitted" land uses sections of the Low, Medium and High Density Residential zones.

Transitional and Supportive housing is defined as:

Transitional Housing" means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible.

Supportive Housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, maximizing his or her ability to live, when possible, work in the community.

Emergency Shelters.

As stated above SB2 requires all California Cities to establish a zone or zones where emergency shelters are a permitted by-right land use. Presently, emergency shelters are permitted only in the Limited Commercial and Heavy/Light Manufacturing zones with a Conditional Use Permit (CUP) similar to hotels and motels. Emergency shelters are not allowed in the Residential or Commercial Manufacturing zones. Presently, no emergency shelter has been approved in the City to date.

Additionally, to complying with SB2, the ESOZ must be adopted prior to the Department of Housing and Community Development certifying the City's draft Housing Element. The proposed draft Housing Element has been completed and provisionally certified by HCD in September 2019. However, HCD will not fully certify the draft Housing Element until the City adopts an Emergency Shelter Overlay Zone ordinance (ESOZ)

Therefore, to comply with SB2 requirements and HCD's Housing Element letter, staff has prepared a simple and straightforward ordinance creating an emergency shelter overlay zone. This ESOZ ordinance will remove the CUP requirement and allow emergency shelters with a maximum of 100 beds per facility to operate as a "by right land use" in the proposed overlay zone only, subject to an approved Architectural Review Board application.

An Emergency Shelter is defined by the state as follows:

An emergency shelter means year-round shelter for the homeless providing minimal supportive services onsite that is limited to a maximum occupancy of six months or less

by a homeless person. No individual or household may be denied an emergency shelter because of an inability to pay. (Health and Safety Code Section 50801(e)).

The City's current Housing Element adopted in 2013 originally designated both Wilmington Ave and Long Beach Blvd as future Emergency overlay zone corridors. However, City staff deleted Long Beach Blvd. and Wilmington Ave because sufficient capacity to shelter the existing homeless population adequately and can be better accommodated through the designation of the industrial area between Alameda Street and Santa Fe Ave.

ANALYSIS

Whereas the previously designated Wilmington Ave. and Long Beach Blvd. are commercial and residential corridors, the proposed Alameda/Santa Fe area consists entirely of Light and Heavy Manufacturing zoning and uses.

The proposed ESOZ area is also more suitable than Wilmington Ave. or Long Beach Blvd. because the proposed industrial area has no schools, churches or residences. Moreover, the area is physically separated by physical barriers from the adjacent Gateway Town Center, El Camino College and residences by the Alameda train corridor, 91 Riverside Freeway and the Compton Creek-East Branch. Additionally, industrial zoning and uses borders the overlay area on the north. Below is a table that shows the beneficial characteristics of the proposed overlay zone.

SB2 Criteria					
Area	**Proximity to Public Transit**	**Proximity to Services**	**Proximity to Job Centers**	**Free from Environmental Constraints**	**500 Foot Buffer from Residential**
Alameda/ Santa Fe St	X	X	X	X	X

There are also two Department of Social Services buildings abutting the boundary of the overlay zone within walking distance, a Department of Motor Vehicles building, employment opportunities, public transportation lines and is near the 91 freeway.

SB2 requires that each city to establish a zone or zones of sufficient capacity to meet the needs of the City's homeless population. The ESOZ proposed is approximately 60 acres of land and consists of 67 lots. Staff estimates that this area with its vacant sites and buildings could yield a capacity for 2400 beds. This capacity was determined by taking the gross square footage of the area and bringing down to the maximum 40% lot coverage. The resulting square footage then assumes 80% floor space for bed use (minus 20% or office/storage, bathrooms, showers, eating area). Designating a minimum of 70 square feet per bed in an open floor plan (Every acre of floor space yields 622 beds),

(2,625,046 sq. ft. x *.40* = 1,050,018 x *.80* = 840,014 sq. ft. x *.20* = 168,002 sq. ft. / 70 sq. ft. = 2,400 beds).

Every year, the City of Compton Housing Authority conducts its homeless count. The most recent count conducted early in 2019 shows that the City of Compton has 398 homeless persons. Therefore, the amount of homeless beds the ESOZ needs to accommodate to address the homeless needs in the community is a minimum of 398 beds. Given this homeless number and the proposed 100-bed maximum capacity per shelter, this translates into approximately four shelters total that may benefit from this ordinance. The table below show the annual homeless count from 2016 to 2019.

Year	2016	2017	2018	2019
Homeless population	209	165	132	398

As previously stated, state law (SB2) mandates that Cities designate one or more zones for emergency shelters where they will not be subject to any discretionary application (CUP) or process. The state also requires that emergency shelters not be subject to prohibitive or burdensome regulations. The state does however, permit City's to adopt minor operational, management standards and development standards in the following areas:

1. The maximum number of beds or persons permitted to be served nightly by the facility.
2. Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.
3. The size and location of exterior and interior onsite waiting and client intake areas.
4. The provision of onsite management and management plan.
5. The proximity to other emergency shelters provided that emergency shelters are not required to be more than 300 feet apart.
6. The length of stay.
7. Lighting.
8. Security during hours that the emergency shelter is in operation.

Proposed Emergency Shelter Overlay Zone Regulations

With the above allowable areas of regulation in mind, staff has prepared an emergency shelter overlay zoning ordinance that meets the above discussed goals of SB2, is consistent with the HCD provisionally approved draft housing element and provides the City with the maximum administrative regulatory review possible.

The emergency shelter ordinance does not replace or modify any standards of the underlying ML, MH or B zoning districts within the overlay zone. The standard setbacks, height limits, landscaping and lot coverage regulations would still apply.

The proposed ESOZ ordinance requires emergency shelters contains the following provisions;

1. Submit an emergency shelter management plan that would include site-specific details of the operating characteristics such as on-site management, contact information, security, hours of operation, screening of residents, and services provided.

2. The proposed ordinance limits each shelter to a maximum of 100 beds similar to other Cities.

3. The maximum length of stay for individuals in an emergency shelter is limited to six months per Health and Safety Code section 50801(e). However, most emergency shelters typically have homeless individual's onsite only in the late afternoon, and during the night until morning the next day. Emergency shelters are not a 24/7 residence.

4. New emergency shelters will also be required to have a separation of 300 feet between facilities as permitted by state law

5. Provide parking at a rate of two spaces for shelter staff.

6. Storing non-operational vehicles onsite, sleeping in vehicles on-site as well as storing shopping carts unscreened will not be permitted onsite.

7. Require only an administrative Architectural Review Board (ARB) review.

To benefit from this ordinance an emergency shelter must locate within the overlay zone as shown on the attached exhibit A. An emergency shelter desiring to locate anywhere else in the City would be subject to the normal CUP application and review process. One important point to understand is that once the City has approved enough shelters to meet the 398 number any additional shelter proposed, including within this overlay zone, would be subject to the normal (CUP) process. This avoids the potential for an unlimited number of shelters locating within the overlay zone. The overlay zone is intended to meet the

local homeless needs of the City, not create the opportunity for an unlimited number of homeless shelter to locate in the City.

It should also be understood that this proposed overlay zone does not require the City to build a shelter, only to provide the zoning to allow a private homeless shelter provider to locate in the overlay zone without discretionary CUP review. At this time, there are no proposals to develop a homeless shelter within the proposed overlay areas.

Consequences for Not Adopting an Emergency Shelter Overlay
If the City does not adopt the Transition/Supportive Housing code amendments and the ESOZ, the City's Zoning Code will become inconsistent with the City's current and proposed draft General Plan Housing Element. As a result, the Housing Accountability Act, Govt. Code § 65589.5, would preclude the City from disapproving any emergency shelter in any industrial, commercial, and/or multi-family zone without making expressed findings. Without the proposed zoning amendment, an emergency shelter could open without following any of City operating standards. State Housing Law also allows an emergency shelter applicant or any person who would be eligible to apply for residency to bring a lawsuit. Additionally, HCD will not certify the draft Housing Element and prevent the City from applying for $350,000 in SB2 grant money. This grant money is not competitive, but available for simple application.

CEQA COMPLIANCE

In accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.) an Initial Study (IS) for the project was not required. Pursuant to the California Environmental Quality Act (CEQA), the City of Compton has determined that a Class 14 Categorical Exemption pursuant to Section 15061 (b)(3) is warranted because the proposed change of zone will not directly result in new development or have a significant effect on the urbanized environment.

FISCAL IMPACT

There are no fiscal impact to the General Fund from this ordinance.

OCTOBER 1, 2019, CITY COUNCIL EMERGENCY SHELTER OVERLAY ZONE QUESTIONS

1. **Will there be a noticing requirement for Emergency Shelters**
   Since each emergency shelter project will be an administrative by right land use processed as an Architectural Review Board (ARB) application, there will not be any public noticing done. Moreover, state guidelines recommend excluding public noticing for a use protected by Fair Housing Law, which includes Emergency shelters, Transitional and Supportive Housing. Currently, the City does not require

any public notice with any other administrative ARB or non-discretionary application.

2. **Can the City consider a separation distance greater than 300 feet?**
   State law prohibits Cities from requiring any separation requirement in excess of 300 feet.

3. **How many shelters can be built in the overlay zone**?
   There would be a maximum of 398 beds built in the overlay zone as a by right land use. This can occur as four 100-bed facilities or eight 50-bed facilities. Once sufficient beds to accommodate our homeless population (unmet need) is approved, additional future emergency shelters will be subject to the discretionary Conditional Use Permit process.

4. **How did staff develop the options for the overlay zone?**
   According to SB2, the criteria for an appropriate area includes proximity to services, proximity to job centers and free from environmental constraints. Staff also factored in redevelopment potential, proximity to schools, churches, parks and residential neighborhoods.

   The current adopted Housing Element selected Wilmington and Long Beach Blvd. In the proposed Housing Element Wilmington was deleted because the additional capacity was not needed leaving Long Beach Blvd. However, as part of the preparation of the New Housing Element, staff decided to revaluated the location of the overlay zone and determine if there was a better location. Staff looked at the City and determined that the industrial area between Alameda/Santa Fe Street was better.

   Based on the above criteria the industrial area south of Alondra between Alameda and Santa Fe Street was selected because it fit the criteria the best. Emergency shelters in this area will not be immediately adjacent to any day care centers, schools, churches, parks and residential neighborhoods. The land uses adjacent to the overlay zone are physically protected from the overlay zone by existing physical barriers and similar industrial land uses. For example, to the north of the overlay zone is Heavy Manufacturing zoning, to the east is the 95-foot wide Compton Creek-East Branch channel and chain link fence that separates the overlay zone from the Compton College, Residences and South Park. To the west is Alameda Street-East and the Alameda Train corridor that creates a 150-foot separation buffer. To the south is the 91 freeway. Moreover, there are two LA

County Department of Social Services facilities abutting outside the overlay zone and a DMV facility within the overlay zone to provide services.

After the October 1, 2019 City Council hearing staff notified all property owners within the overlay zone and held two community meetings to explain the emergency shelter overlay zone.

RECOMMENDATION

Staff recommends the City Council adopt the attached ordinance containing provisions for Transition/Supportive Housing and the Emergency Shelter Overlay Zone.

ROBERT DELGADILLO, SENIOR PLANNER,
PLANNING DIVISION

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 30-7.2, 30-8.2, 30-9.2, 30-10.2 OF THE COMPTON MUNICIPAL CODE TO PERMIT TRANSITIONAL AND SUPPORTIVE HOUSING IN RESIDENTIAL ZONES CITYWIDE AND ADDING SECTION 30-48 TO THE COMPTON MUNICIPAL CODE TO INCORPORATE EMERGENCY SHELTER OVERLAY ZONE DEVELOPMENT STANDARDS, AN EMERGENCY SHELTER OVERLAY ZONE AND AMENDING THE OFFICIAL COMPTON ZONING MAP TO INCORPORATE THE EMERGENCY SHELTER OVERLAY ZONE (Zone Text Amendment #19-01)

WHEREAS, State law as embodied in the California Government Code's requirements on housing Element, provides that the attainment of decent housing and a suitable living environment for every Californian is a priority of the highest order; and

WHEREAS, Senate bill 2 (SB2) became law in 2008 and addressing zoning requirement for housing types that serve homeless populations; and

WHEREAS, SB2 requires each city to accommodate at least one year around emergency shelter "by right" in a specified zone in the City and to allow transitional and supportive housing as "by right" residential uses; and

WHEREAS, the City of Compton presently has no by right emergency shelter zone; and

WHEREAS, the state of California mandates that a single zone be set aside that permits emergency shelters to be developed as a "by right" permitted land use not requiring any discretionary review; and

WHEREAS, a duly noticed public hearing as prescribed by law was held on this ordinance; and

WHEREAS, after consideration of all applicable staff reports and all public testimony and evidence presented at the public hearings, the City council does hereby make the following findings regarding the Zoning ordinance Amendment to amend the Compton Municipal Code as set forth in this ordinance; and

WHEREAS, the City of Compton seeks to be in compliance with the State of California mandated regulations for the allowance of transitional and supportive housing as a "by right" permitted land uses and the establishment of one zone for by right emergency shelters; and

WHEREAS, the City Council has determined that the public health, safety and welfare of the residents of the City will be promoted and improved through compliance with state law regarding transitional and supportive housing and emergency shelters; and

WHEREAS, Pursuant to the California Environmental Quality Act (CEQA) and the state CEQA guidelines, the adoption of this ordinance is exempt from CEQA review pursuant to 14 California Code of Regulations section 15061(b)(3).

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

Section 1. That Chapter 30 sections 30-7.2, 30-8.2, 30-9.2, 30-10.2 of the Compton Municipal Code are hereby amended to allow transitional and supportive housing as a by right land use and to add section 30-48 to create regulations for an **"Emergency Shelter Overlay Zone"** to read as follows:

TRANSITIONAL AND SUPPORTIVE HOUSING

RESIDENTIAL AGRICULTURE

30-7.2 Uses (R-A).

a. ***Principal Permitted Uses***. The following uses and buildings shall be permitted in the Residential Agriculture Zone (R-A):

22. Supportive and Transitional Housing

LOW DENSITY RESIDENTIAL

30-8.2 Uses (R-L).

a. ***Principal Permitted Uses***. The following uses and buildings shall be permitted in the Low-Density

Residential Zone (R-L):

16. Supportive and Transitional Housing

MEDIUM DENSITY RESIDENTIAL

30-9.2 Uses (R-M).

a. *Principal Permitted Uses*. The following uses and buildings shall be permitted in the Medium-Density Residential Zone (R-M):

5. Supportive and Transitional Housing

HIGH DENSITY RESIDENTIAL

30-10.2 Uses (R-H).

a. ***Principal Permitted Uses***. The following uses and buildings shall be permitted in the High-Density Residential Zone (R-H):

4. Supportive and Transitional Housing

30-48 Emergency Shelter Overlay Zone.

30-48.1 Purpose.

The purpose of this chapter is to provide for an overlay zone encompassing portions of the Heavy and Light Manufacturing (MH) (ML) zones where emergency shelters, in accordance with Government Code Section 65583, and Senate Bill 2 are allowed as "Permitted" land uses without a conditional use permit or other discretionary permit.

30-48.2 Applicability

The Emergency Shelter Overlay zone shall apply to only those specific parcels of land that are within the boundaries of the overly zone on and certain Heavy and Light Manufacturing (MH) (ML) lots generally bounded by on Alameda Street on the West, Artesia Blvd. on the south, Compton Creek-East Branch on the east and Alondra Blvd. on the north as referenced in the attached map (Exhibit A) and available in the Community Development Department. The effect of the Emergency Shelter Overlay zone shall be to define the specific area where emergency shelters shall be permitted as by right land uses with Architectural Review Board approval and to add specific development standards for the development of emergency shelters within the overlay

zone. All land use regulations and development standards for non-emergency shelter land uses as specified in Chapter 30 shall remain in effect.

30-48.3 Definitions.

Emergency shelter - shall mean housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay (as defined by California Health and Safety Code 50801(e))

Emergency Shelter Overlay Zone - shall mean those parcels of land that are within the boundaries of the overly zone on and certain Heavy and Light Manufacturing (MH) (ML) lots generally bounded by on Alameda Street on the West, Artesia Blvd. on the south, Compton Creek-East Branch on the east and Alondra Blvd. on the north as shown in the official City Zoning Map.

Habitable room - shall mean any room that meets adopted building code requirements for a habitable room, including minimum room proportions, minimum egress requirements, and minimum standards for lighting, heating, ventilation, and electricity.

Transitional Housing" means housing with supportive services for up to 24 months that is exclusively designated and targeted for recently homeless persons. Transitional housing includes self-sufficiency development services, with the ultimate goal of moving recently homeless persons to permanent housing as quickly as possible.

Supportive Housing means housing with no limit on length of stay, that is occupied by the target population, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, maximizing his or her ability to live, when possible, work in the community.

Family is defined as simply one or more individuals who live together. Members of the family do not need to be related by blood, marriage or in any other legal capacity. A family may be made up of partners, children, parents, aunts, uncles, cousins and grandparents with a continuing legal, genetic and/or emotional relationship.

30-48.4 Location.
The city identifies the parcels of land bounded by on Alameda Street on the West, Artesia Blvd. on the south, Compton Creek-East Branch on the east and Alondra Blvd. on the north as an overlay zone as described above. Emergency shelters are a permitted use in this overlay zone as a permitted land use without any Conditional Use Permit approval required. In addition to requirements set forth herein, emergency shelters are subject to the base zone's requirements as stated in Chapter 30. Emergency shelters shall also have a 300-foot separation distance from each other.

Transitional and Supportive housing shall be permitted in all residential zones and treated the same as ordinary single family housing and subject to the same development standards and entitlement procedures.

30-48.5 Emergency Shelter Approval Requirements.
Prior to operating an emergency shelter in the overlay zone, a nondiscretionary administrative Architectural Review Board application shall be submitted for review and approval from the Community Development Department. Compliance with all other applicable local, state and federal laws, regulations and codes is required.

The Architectural Review Board application shall be on a form prescribed by the Community Development Department for that purpose, and shall include the written consent of the owner of the property on which the shelter is to be located.

30-48.6 Permit Requirements.
Once an Architectural Review Board application has been accepted, the Community Development Department shall take action within thirty days to determine if the application is complete or incomplete through a written response letter.

30-48.7 General Provisions
Emergency shelters located in the Emergency Shelter Overlay zone shall be developed and managed according to the land use regulations, development standards and design guidelines for the zone in which the shelter is situated.

Pursuant to Government Code Section 65583 (a), (9), the Emergency Shelters shall maintain compliance with the following development standards:

1. No more than one hundred beds shall be provided in any single emergency homeless shelter facility subject to compliance with the appropriate building and fire codes.
2. Off-street parking shall be provided at a ratio of two spaces minimum plus one space for each 300 square feet of gross floor area
3. An onsite manager and security guard/officer must be provided onsite at all times.
4. An adequate sized indoor client intake area shall be provided at each emergency shelter of at least nine square feet per bed. Any queuing areas shall be on-site indoors or in a covered and screened area and away from public sidewalks and views and avoid spilling into parking and landscape areas.
5. The maximum length of stay shall be each resident within a 12 month period shall be six months (180 days);
6. All clients shall be subject to a background check prior to entry to verify a potential client is not wanted by law enforcement.
7. No alcohol or drugs shall be permitted onsite and no person under the obvious influence of any controlled substance shall be admitted to the facility.

30-48.8 Denial of Emergency Shelter Permit
The City an emergency shelter development shall be consistent with the requirements in Government Code Section 65589.5 (d).

Section 2. The precise location and boundaries of the City of Compton Emergency Shelter Overlay Zone shall be as depicted in the attached Exhibit A and that the official city zoning map shall be updated to reflect the adoption of the emergency shelter overlay zone.

Section 3. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of these standards, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this ordinance hereby adopted shall remain in full force and effect.

Section 4. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Community Development Department, Building and Safety Department, and Municipal Utilities.

Section 5. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

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

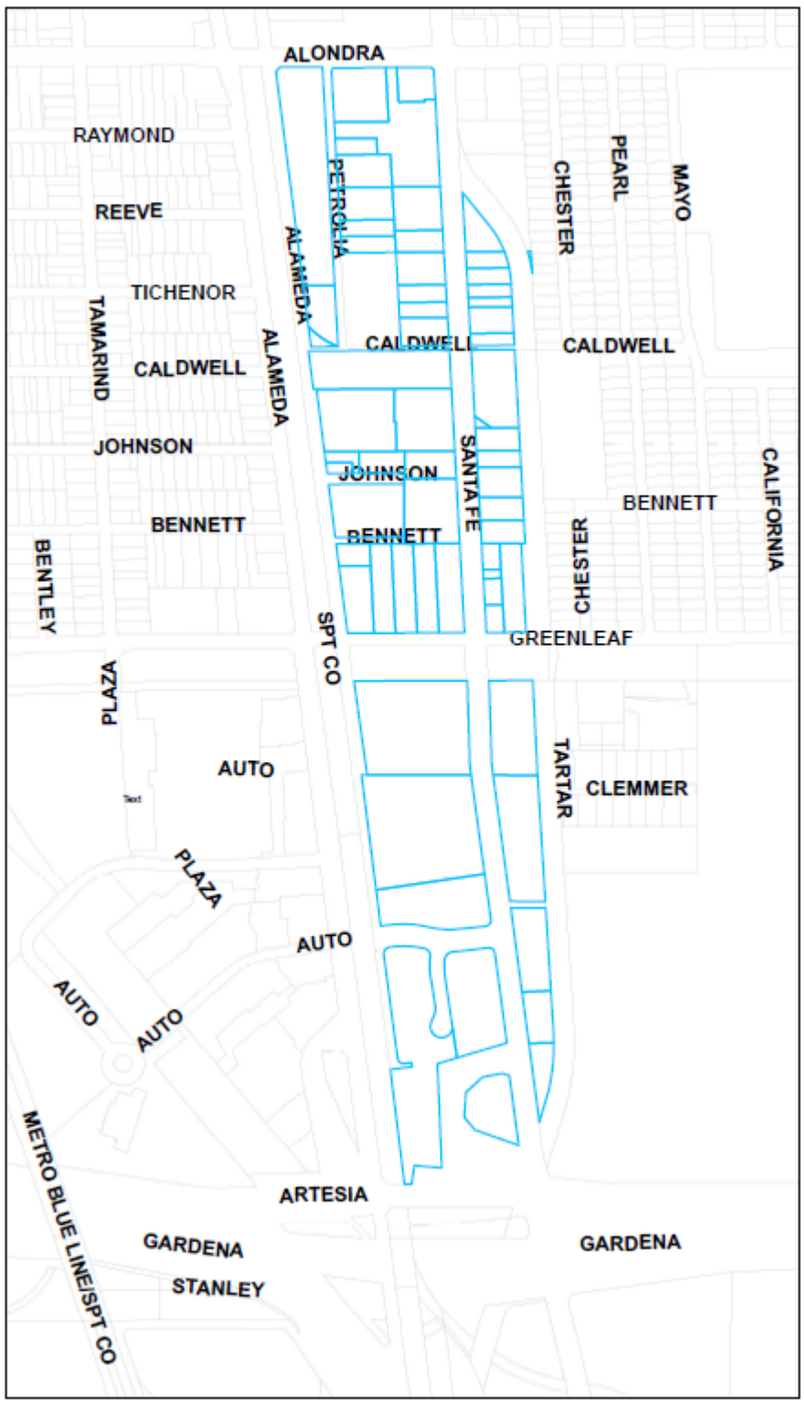
I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A
EMERGENCY SHELTER OVERLAY ZONE



South Industrial Area - Alameda/Santa Fe

*Areas in Blue are lots subject to the emergency Shelter overlay Zone.