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 American 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
04/07/2020
5:30 PM

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

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

CALL TO ORDER

ROLL CALL

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

CLOSED SESSION – 4:30 p.m.

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

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Pursuant to California Government Code Section 54957

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. MARCH 17, 2020
   MARCH 24, 2020

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

2. INVESTMENT REPORT - JANUARY 31, 2020 (Receive and File)

CITY MANAGER

3. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING THE EMERGENCY EMPLOYMENT OF TRC INVESTMENTS, LLC DBA SERVPRO OF DOWNEY FOR PROVIDING COMMERCIAL LEVEL DISINFECTING AND SANITIZING SERVICES AT CITY FACILITIES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER ($46,985.73)

PUBLIC WORKS DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT ($28,461)

REGULAR AGENDA

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE PUBLIC HEARINGS, BUDGET WORKSHOPS, AND VIRTUAL COMMUNITY BUDGET WORKSHOP FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2020-2021 BUDGET (Budget Hearing June 9th and 16th, 2020 at 5:45 p.m., Workshops April 21, 2020, May 19th and May 26th, 2020 at 4:00 p.m., Virtual Community Workshop May 12, 2020 at 4:00 p.m.)

UNFINISHED BUSINESS

6. 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) (Second Reading)

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF SOUTH OLEANDER STREET, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 60-FEET BY 148-FEET, LOCATED BETWEEN WEST ALONDRA BOULEVARD AND THE COMPTON HIGH SCHOOL CAMPUS AND LOCATED ADJACENT TO 417 WEST ALONDRA BOULEVARD, COMPTON (STREET VACATION NO. 19-001), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION (April 28, 2020 at 5:35 p.m.)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LOS ANGELES COUNTY FOR IMPROVEMENT OF SPECIFIED STREET SEGMENTS AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS IN THE AMOUNT OF $1,529,080

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE DEATH OF DEMETRIUS BRACKEN AND THE ATTEMPTED MURDER OF DEVION COX ($10,000)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITY-WIDE ($2,666,900)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/14/2020@ 5:30 PM

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

MARCH 17, 2020

The Compton City Council Closed Session meeting was called to order at 4:45 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present: **Chambers, Sharif** *(via conference call)* **Brown**
Council Members Absent: **Galvan, McCoy** *(entered the meeting during closed session)*

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

CORONA VIRUS (COVID-19) - STATEMENT REGARDING COMMUNITY PARTICIPATION AT COUNCIL MEETINGS

City Manager Craig Cornwell announced that the City of Compton has closed all City facilities to the public in an effort to preserve the health and safety of the Community. Although no cases of COVID-19 have been reported in Compton, the City is following the safety guidelines of the Los Angeles County Department of Health and the Center for Disease Control and Prevention to which recommends a 10-person gathering limit. Consequently, the City has made new services available for residents to participate in the City Council meeting remotely. The City if inviting the public to watch the meting live on Channel 36 or view it online, in lieu of attending in person. Residents can send in comments or questions by 4:00 p.m. by emailing: contactcityclerk@comptoncity.org or leaving a voicemail at (310) 605-6335.

CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bonnie Kessner, et al. v. City of Santa Clara, et at., SCSC Case No. 20CV364054-Pursuant to California Government Code Section 54956.9(a)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Controller - Pursuant to California Government Code Section 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Pursuant to California Government Code Section 54957

City Attorney Damon Brown requested a closed session to discuss a conference with legal – existing litigation regarding Bonnie Kessner, et al. v. City of Santa Clara, et at., SCSC Case No. 20CV364054-Pursuant to California Government Code Section 54956.9(a); Public employee performance evaluation – Title: Controller - Pursuant to California Government Code Section 54957; and Public employee discipline/dismissal/release, pursuant to California Government Code Section 54957.

AUDIENCE COMMENTS ON CLOSED SESSION ITEMS ONLY

There were no audience comments.

RECESS TO CLOSED SESSION

It was moved by Chambers, seconded by Mayor Brown (who stepped from the Chair) the City Council voted to recess to closed session at 4:47 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Chambers seconded by Galvan, the City Council voted to reconvene at 7:57 p.m. by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION

Chief Deputy City Attorney Ruth Rugley reported out that in the matter of Bonnie Kessner, et al. v. City of Santa Clara, et at., SCSC Case No. 20CV364054, there was no reportable action taken.

Chief Deputy Rugley further reported that in the matter of the Public Employee Performance Evaluation-City Controller, there was no reportable action taken.

Chief Deputy Rugley further reported that in the matter of Public Employee -- Discipline/ Dismissal/Release; it was moved by Sharif, seconded by Galvan, that the City Controller be suspended for 10 (ten) days, without pay and immediately placed on Administrative Leave with pay and benefits. The roll call vote was as follows:

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

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA MATTERS

City Clerk Alita Godwin announced that in the effort to reduce the spread of the Novel Coronavirus (COVID-19), the City is following the guidelines of the Center for Disease Control which limits public gathering to not more than 10 (ten) people. City Clerk Godwin then indicated that there were no audience members present at the meeting.

City Clerk Godwin read comments, which were received via email and telephone, into the record as follows:

Brook McDuffy – "What is the safety procedure and Emergency Preparedness method now in place? Please coordinate with Los Angeles County Department Emergency Preparedness to put something in place? What is the plan to replace the City Controller? What about the CAFR (Comprehensive Annual Financial Report) that the City is supposed to have? What is the current City debt?"

"My name is **Dawn Franks** and I live in District 1. A few weeks ago, I was appointed to be on the Charter Commission by Councilmember Michelle Chambers. As a part of the Commission I was voted to be the Vice-Chair on the Committee, today, on the agenda it has been requested by Councilmember Chambers to be removed and replaced. I was recently informed by Councilmember Chambers that it is a conflict of interest due to my daughter's position as a District 4 Liaison. I personally sought clarification by reaching out to the City Attorney's Office who informed me that it is indeed not a conflict of interest but Council have discretion to appoint and remove. Although I am not in agreement with this decision I understand that these decisions are at the discretion of the Councilmember who elected me. With that being said, thank you District 1, Councilmember Chambers for giving me the opportunity to be on the Charter Commission to serve along with other residents. In my short time, I did so with integrity representing constituents of Compton to improve and strengthen policies in the Charter that has caused discord and left many residents disgruntled i.e. time of residency, disciplinary actions, and accountability. I continue to contribute as a resident to the Charter Commission and return to facilitating Charter Education classes to assist in moving our City forward through education and community engagement to encourage Council to vote favorably on the recommendations from the Charter Commission to be on the ballot. Thank you, Dawn C. Franks".

Stephanie Guzman: "I have a question due to the health issue that is going on me and my family are staying inside our home and are not going out, I got a notice of termination of tenancy. The no fault just cause 1946.2 (d)(1)(b). I got my first notice on 3/15/20 and the second one on 3/16/20 they are giving me 60 days to find a place and move. I have 5 children and my partner is working but they not giving him a lot of hours he is the only source of income for us and with having to look now for a place to live is more stressful and I can't, I have kids and can't risk their health this just came out of nowhere on the worse time. The owners had told us that they were going to place us to the apartment in the front for them to fix the unit I live in they told us we had nothing to worry about so we started fixing the side yard now they said they couldn't get permits to rent us the apartment and we have till May to move out. Can we get evicted when we are going through this issues with the Covid-19 virus and there's no place open to get help because of the state of emergency we are in for the next week or two. What can I do to prevent any issues of losing our Home or becoming homeless?"

Charmaine Hays, a resident in the great 3rd District. "I attended the telephone Charter Commission meeting last evening and was advised during the meeting that Councilwoman Michelle Chambers was seeking the removal of Ms. Franks due to her daughter working for Councilwoman Emma Sheriff. Councilwoman Chambers sees this as a conflict of interest. I disagree. Ms. Franks is a citizen of Compton and she does not work in City Hall. She has a right, just like any citizen to serve her community. How can Councilmembers serve on the city council who have relatives working/serving in city hall and/or who have been given contracts to perform work? This violates Franks rights as a citizen of Compton. I ask that Chambers and the Council at large reconsider this position and make the only fair and equitable decision, allowing Franks to serve. Travel-- I ask that all travel be restricted to city business and professional development that will benefit the citizens of Compton. In that Compton is a multi-racial community, I ask that our tax dollars are not spent for attendance of our appointed city attorney to the Black Attorneys Conference(s). This conference is not specific to municipal law and our tax dollars, given the seriousness of our ten (10) year plus deficit should be better spent."

Egor Morenis – "My question is regarding Building and Safety department. If we need to get building permits and pay for them, how can we do that, if department and city cashiers are closed?"

Maria D. Hurtado - "I would like to express my most sincere appreciation to Mrs. Chambers (City Council District 1) with the assistance of Andre Spicer. For 2 years, I have reached out to previous Council staff and also Compton Public Works Department with no success. I expressed my concern and shared my previous dilemma of Tree Trimming and even shared that was also resolved that was reported: Traffic light on Brazil and Central was not functioning properly. Also, now fixed. I am a big believer that with patience and adult conversing, we can all achieve together. If we don't speak up (the proper way) things will not get done. It takes one person, to make a difference. I choose to make a difference." *(Photos also submitted)*

E. Perez - "Will the City be enacting a moratorium to prevent evictions of those who will be financially affected by the coronavirus such as the one Mayor Garcetti has announced? How will the City be supporting small business owners? How is the City equipping our local fire department and first responders to protect them from possible transmission and to deal with folks who may possibly be infected? What support, if any, if the MLK hospital receiving from the City? Can you give an update on how the City is working with SCE and water companies to prevent shut offs?"

Ms. Tori Calvert, Citizen of Compton**,** "As a resident of the beautiful City of Compton, we continue to be plagued with potholes, crime and poor lighting in our neighborhoods. Why is it when we travel 1-2 miles in any direction the attached city's that border our community either do not have these issues or if so they are taking care of in a timely manner. Why does it take calling a news channel to come out and film then go to the board or council to get anything done here? Why do we not have any investors willing to start, build and thrive in our community as well? What are you as the council doing to shake & wake our elected officials to be held accountable? Thank you for your time."

CONSENT AGENDA

APPROVAL OF MINUTES

1. FEBRUARY 25, 2020
   MARCH 3, 2020

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

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

REGULAR AGENDA

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

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

   CHARTER REVIEW COMMITTEE MEMBERS
   DAWN FRANKS AND IRENE PEREZ

It was moved by Chambers, seconded by Mayor Brown (who stepped from the Chair), Dawn Franks and Irene Perez were removed from the Charter Review Committee by the following vote on roll call:

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

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

   CHARTER REVIEW COMMITTEE
   LAKEISHA CHILDS (Councilmember Chambers)

It was moved Chambers, seconded by Mayor Brown (who stepped from the Chair) **Lakeisha Childs** was appointed to the **Charter Review Committee** by the following vote on roll call:

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

CITY MANAGER'S REPORT

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

City Manager Craig Cornwell offered a power point presentation providing the City's response to the Novel Coronavirus (COVID-19). The Novel Coronavirus disease (COVID-19) is an infectious disease caused by severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). The disease was first identified in 2019 in Wuhan, China and has since spread globally, resulting in the 2019-2020 coronavirus pandemic. Common symptoms include fever, cough and shortness of breath. Currently, there are approximately 188,297 cases of Covid-19 globally, with 454 within California's borders. As of 12:00 p.m., March 17, 2020 there are 144 Reported Cases in Los Angeles County and 1 Death.

How can people protect themselves?

Every person has a role to play in protecting yourself and your family against COVID-19:

- Washing hands with soap and water.
- Avoid touching eyes, nose or mouth with unwashed hands.
- Cover your cough or sneeze with a tissue or your elbow.
- Avoid close contact with people who are sick.
- Stay away from work, school or other people if you become sick with respiratory symptoms like fever and cough.
- Follow guidance from public health officials.

What are the symptoms of COVID-19?

Typically, human coronaviruses cause mild-to-moderate respiratory illness. Symptoms are very similar to the flu, including:

- Fever
- Cough
- Shortness of breath

If a person develops symptoms of COVID-19 including fever, cough or shortness of breath, and has reason to believe they may have been exposed, they should call their health care provider or local health department before seeking care. Contacting them in advance will make sure that people can get the care they need without putting others at risk. Please be sure to tell your health care provider about your travel history. You can also take the following precautionary measures: avoid contact with sick individuals, wash hands often with soap and warm water for at least 20 seconds.

Efforts Taken to Reduce the Risk of COVID-19

Facility Maintenance

Disinfecting high-touch hard surfaces throughout City facilities several times a day, such as door handles, light switches, handrails, elevator doors and buttons, conference rooms and lobby furniture, tabletops, banquet rooms, activity rooms, and gyms.

Employee Related

Recommending that those who are not feeling well to stay home to prevent the spread of germs.
Educating our staff on COVID-19 symptoms as well as preventative measures.
Cancel all non-essential City events.
While City Council meetings will continue, a maximum of ten people will be allowed in the Council Chambers.
The public observe the meeting online or on channel 36 in lieu of attending in person.

Youth and Senior Feeding Programs

Senior Feeding: Los Angeles County has closed all Senior Congregate Meals Locations to reduce the risk of exposure for the Seniors. This will go into effect on Wednesday, March 18th. Instead of serving hot meals at Dollarhide Center, the County will issue up to 10 frozen/shelf stable meals (5 minimum) to each Senior registered in the program. All senior classes at Dollarhide are being cancelled. For questions about the senior meal program, please call (800) 510-2020.

Youth Feeding: Free Meals for Students. CUSD will also provide food services for students as well as any youth under the age of 18 who can show a valid ID affirming their age. Starting Monday, March 16, breakfast and lunch will be available at seven school sites, chosen to maximize coverage throughout the District: Clinton ES; McNair ES; McKinley

ES; Longfellow ES; Rosecrans ES; Jefferson ES; and Kelly ES.

Transportation

Please note that public transportation will continue services throughout the City. MV Transportation will continue to provide Renaissance Bus Service throughout the City of Compton and will adhere to the CDC cleaning guidelines and encourage riders to participate in social distancing. The Dial-A-Ride Program will encourage social distancing by allowing no more than 3 riders per bus.

Proposed Coronavirus Policy Changes

1. Suspend Compton Water disconnections.
2. Request Water payments to be made online, by phone, or with check or money order payment can be dropped in the box located outside City Hall. Allow five customers in City Hall – Treasurer, Water, location at a time.
3. Allow 10 Customers at the Building and Safety, Business License, Planning, and Public Works counter at one time.
4. Limit total number of City Hall visitors to 30 at a time.
5. Employees who travel must self-quarantine for 14 days before returning to work.
6. Authorize a Temporary Waiver of "Doctor's Note" Personnel Rule.
7. Restrict any Public Meeting to 10 persons.
8. Limiting the number of Dial-A-Ride participants to 3 per bus.
9. Review a Telecommuting Policy for employees affected by COVID-19 Coronavirus.
10. Have Council Meetings viewed online and on Channel 36. Comments can be submitted prior to the meeting by email or in writing.
11. Change all meetings to teleconference calls, if possible.
12. Suspension of Section 8 Program Evictions.
13. Close all City Park Facilities, Par 3 Golf Course, and Dollarhide Community Center.
14. Cancel all City and private events at City facilities.
15. Identify a public space for Covid-19 examinations.

For additional information visit the Center for Disease Control website: www.cdc.gov, or the **California Department of Public** Health: www.cdph.ca.gov.

CONSIDER SUBSEQUENT NEED ITEM

On motion by McCoy, seconded by Galvan, the Council voted to consider the Subsequent need item by the following vote on roll call:

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

SUBSEQUENT NEED ITEM - RESOLUTION DECLARING A LOCAL EMERGENCY

On motion by McCoy, seconded by Galvan, **Resolution Number 25,226** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A LOCAL EMERGENCY AND AUTHORIZING TEMPORARY PROCEDURES TO LIMIT THE SPREAD OF THE GLOBAL CORONAVIRUS (COVID-19) PANDEMIC'** was adopted by the following vote on roll call:

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

5. ORAL REPORT - FIREFIGHTER RECRUITMENT UPDATE

City Manager Craig Cornwell explained that the recently held Firefighter position examination consisted of a basic skills exam and was not a 'fire specific' exam. Mr. Cornwell indicated that Fire Chief Simpson will provide additional information at the next City Council meeting.

6. A REQUEST FOR CITY COUNCIL'S RATIFICATION TO WAIVE FACILITY FEES FOR USE OF DOLLARHIDE COMMUNITY CENTER FOR REPAST SERVICES FOR IRMA JEAN ROBINSON HELD ON MARCH 13, 2020 ($375.00)

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

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

7. A REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF GONZALES PARK BANQUET ROOM FOR REPAST SERVICES FOR BENNIE FRANK CHRISTMAN SR. TO BE HELD ON MARCH 20, 2020 ($250.00) (ACTION ITEM) ***(Removed from agenda)***

CITY ATTORNEY'S REPORTS

8. A REQUEST TO AUTHORIZE TRAVEL TO THE 2020 CALIFORNIA ASSOCIATION OF BLACK LAWYERS CONFERENCE - DAMON BROWN, CITY ATTORNEY - MAY 6-8, 2020 -CARLSBAD, CALIFORNIA (ACTION ITEM)

City Attorney Brown indicated that the above conference is being conducted by the League of California Cities, rather than California Association of Black Lawyers.

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

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

9. A REQUEST TO AUTHORIZE TRAVEL TO THE 2020 CALIFORNIA ASSOCIATION OF BLACK LAWYERS CONFERENCE - DAMON BROWN, CITY ATTORNEY - APRIL 23-26, 2020 - SAN FRANCISCO, CALIFORNIA (***Removed from agenda)***

COUNCIL COMMENTS

Councilperson Chambers offered the following communications/announcements:

- Thanked Ms. Dawn Franks for her outstanding and dedicated service to the City of Compton.

- Thanked the City Manager for his informative presentation regarding the City's response to the COVID-19 pandemic.

Councilmember Galvan offered the following communications/announcements:

- Commended and thanked the Compton Fire Department and the Compton Sheriffs for being excellent first responders.

- Thanked all the Pastors and Clergy for keeping the entire City in prayer and invited the residents to continue to support and lift-up the Pastors and their congregations in prayer.

Councilmember McCoy offered the following communications/announcements:

- Thanked all the first responders and City employees providing service to the community amid the COVID-19 pandemic.

- Wished Johnnie Withers a Happy 21st Pastoral Anniversary.

(Councilman Galvan exited the meeting at 9:25 p.m.)

Councilmember Sharif offered the following communications/announcements:

- Requested that a hotline be set up to answers questions and provide information to the residents regarding the COVID-19 pandemic.

- Adjourn in memory of **Jamel Brown**.

Mayor Brown offered the following communications/announcements:

- Announced that City administration is actively monitoring the situation with the Coronavirus (COVID-19) global pandemic, and emphasized that the City is developing measures to assist the residents. Mayor Brown further requested that the City create a resources guide to share with the Compton community.

- Announced that the Compton Unified School District has canceled classes for all students until further notice.

- Informed the community that the April 15, 2020 Tax Return Filing Deadline has been extended by 90 days.

- Thanked and commended the City's management team for an effective response to the COVID-19.

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Ruth Tucker and Jamel Brown** at 9:29 p.m. by the following vote on roll call:

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

_____ _____

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

MARCH 24, 2020

The Compton City Council meeting was called to order at 5:52 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present: **Chambers, McCoy, Sharif** *(via conference telephone),* **Brown**
Council Members Absent: **Galvan** *(Entered the meeting at 6:01 p.m.)*

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

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

On motion by McCoy, seconded by Chambers, the Urban Community Development Commission meeting was opened at 5:53 p.m. by the following vote on roll call:

AYES: Councilmember/Commissioner – Chambers, McCoy, Sharif, Brown
NOES: Councilmember/Commissioner – None
ABSENT: Councilmember/Commissioner – Galvan

On motion by Sharif, seconded by McCoy, the joint public hearing was open at 5:54 p.m. by the following vote on roll call:

AYES: Councilmember/Commissioner – Chambers, McCoy, Sharif, Brown
NOES: Councilmember/Commissioner – None
ABSENT: Councilmember/Commissioner – Galvan

Delmonsha Green, Housing Director, presented the report stating that 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. The Public Housing Agency (PHA) Plan is a comprehensive guide to public housing agency policies, programs, operations, and strategies for meeting local housing needs and goals. The PHA's fifth year 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.

There are two parts to the PHA Plan:

Part I - The 5-Year Plan, which each PHA submits to HUD once every 5th PHA fiscal year. The next 5-Year PHA Plan is due in the year 2020.

Part II – The 5-Year PHA Plan sets the goals and objectives for the Annual Plan such as:

Goal 1 - Expand the supply of assisted housing.

Goal 2 - Manage the PHA Housing Choice Voucher Program in an efficient and effective manner.

Goal 4 - Ensure Equal Opportunity and further nondiscrimination in Housing.

Goal 5 - Violence Against Women's Act (VAWA) and Department of Justice Reauthorization Action of 2005.

Progress Report - 2014 – 2019

Strategies pursued by the PHA outlined in the 5 Year PHA Plan:

- 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.
- Fifty-Four families housed from the Waiting List.
- 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 GoSection8.
- Continued 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.
- 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.

The PHA Plan 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 any 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.

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.

PUBLIC COMMENTS REGARDING THE HEARING

There were no audience members present.

On motion by Chambers, seconded by McCoy, the public hearing was declared closed at 6:01 p.m. by the following vote on roll call:

AYES: Councilmember/Commissioner – Chambers, Galvan, McCoy, Sharif, Brown
NOES: Councilmember/Commissioner – None
ABSENT: Councilmember/Commissioner – None

Mayor/Chairperson Brown commented on Goal Number 1 relating to rental vouchers and questioned the number of vouchers that the City currently has for the residents.

Ms. Green replied that right now the City has 803 rental vouchers, however, HUD has provided additional vouchers for Veterans and the Homeless community. In addition, HUD has also provided voucher applications for emancipated minors.

On motion by Galvan, seconded by McCoy, the Urban Community Development Commission meeting was recessed at 6:09 p.m. by the following vote on roll call:

AYES: Councilmember/Commissioner – Chambers, Galvan, McCoy, Sharif, Brown
NOES: Councilmember/Commissioner – None
ABSENT: Councilmember/Commissioner – None

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

City Clerk Alita Godwin commented that 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 ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

City Clerk Godwin read the following comments into the record as submitted:

Joyce Kelly - "I disagree with the change to put Lakesha Childs, aka, Nina Jo, on the Charter Change Commission! Lakesha Childs despises seniors and have threatened to fight them. She has a very negative attitude and a filthy mouth. There is no caring or professional character about her."

Robert Ray – "With regard to shelters for the homeless, when this item came before the council a few months ago I suggested that the City contact the American Red Cross for advice on setting up shelters. To my knowledge, no one from Compton ever contacted the Red Cross. Currently, the City of Los Angeles, in conjunction with the American Red Cross, is setting up several Shelters which will house 1000's of L. A.'s homeless. So, once again, I am urging Compton to consult with the American Red Cross when setting up these shelters for the homeless. Also, because of this new COVID-19, Coronavirus outbreak, capacities in shelters will have to be reduced by about 50% due to "social distancing" requirements, which means that you will need more locations to be used for shelters. I would hope that this project could move forward as fast as possible."

Douglas Mastornia - "To Your Honor The Mayor and Council Members:
I practiced law for almost 30 years in California and now advise transportation companies on logistics issues. Please accept this as a comment to the March 24, 2020 City Council meeting. Please ensure that this statement is included in the public record.

I am writing on behalf of Anthony's Warehouse. Anthony manages a warehouse located on W. Manville St. in Council District Three. Along with its transportation and logistics partners, Anthony's has an agreement with Amazon to transport, store and transship emergency medical supplies. As you know, there is a major push by Amazon and others to import and distribute face masks, respirators, surgical gowns and other desperately needed emergency medical supplies. These supplies have now arrived at the ports, but inaction by the City is preventing these supplies from being offloaded and shipped to local hospitals and other medical providers. Inaction by City has jeopardized employment associated with the importation and distribution of these medical supplies.

In order to store the supplies which, again, have already arrived at the ports, Anthony is installing shelving. The shelving is not intrinsically dangerous yet City permits are required for its installation. Anthony's and its partners have retained an architect, an engineering firm and construction contractor to prepare detailed plans that have been submitted to the City for approval. The plans have been approved by the planning department and are currently under review by the Building & Safety Department. No word on how long that review will take.

Once that review is complete, the plans must be submitted to the Fire Department for review. Chief Simpson told me yesterday that it could take 15 business days (the normal time) before it could review the plans. Fifteen business days from tomorrow is April 16. My pleas to expedite this review to Mr. Orozco in Planning and to the City Manager and Mayor have been ignored.

By April 16, there will yet be another exponential increase in Coronavirus cases in L.A. County (one has been confirmed in Compton) and the shortage of medical supplies will be even more acute putting patients and our doctors and nurses in further jeopardy. Waiting until April 16 at the earliest to install shelving for emergency medical supplies is both unreasonable and unnecessary.

These supplies must be brought from the ports and stored in Compton immediately. If they are not, lives could be lost and these contracts will go to other companies in other cities which can efficiently move the freight to warehouses.

What can be done is very simple: The City should enact a temporary suspension of all ordinances which require permitting of actions – such as installation of shelving -- intended to increase warehouse space that will be used for the storage of emergency medical supplies.

Your urgent and immediate attention to this matter is respectfully requested."

CONSENT AGENDA

APPROVAL OF MINUTES

1. MARCH 10, 2020

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

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

REGULAR AGENDA

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

2. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES CHARTER REVIEW COMMITTEE MEMBER VIRGINIASANCHEZ (Councilmember Galvan) ***(Removed from agenda by Councilman Galvan)***

3. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES CHARTER REVIEW COMMITTEE - ***(Removed from agenda by Councilman Galvan)***

CITY MANAGER'S REPORT

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

City Manager Craig Cornwell reported that as of this date, there have been no reported cases of Coronavirus in the City of Compton. The City is continuing to follow the guidelines presented by the Center for Disease Control (CDC). The City of Compton is in close contact with the Department of Public Health and we are taking the following steps to keep our residents safe:

1. **Limiting Public Gatherings:** The City of Compton will implement the guidelines released by the Governor's office that limit non-essential public gatherings.
2. **City Staff & Facilities:** We have increased the frequency of our daily cleaning procedures in city facilities and are equipping staff with appropriate tools to ensure the safety of our employees and the residents and businesses that we serve. We are providing masks for departments that have constant public contact without a physical barrier.

3. **Recommendations for Public Meetings:** While City Council meetings will continue, we are recommending that the public observe the meeting online or on channel 36 in lieu of attending in person.

4. **Extra Precautions for seniors:** We are recommending that all seniors avoid non-essential gatherings. If you must attend an essential gathering, please adhere to the Center for Disease Control's recommendation for social distancing of 6 ft. Los Angeles County has closed all Senior Congregate Meals Locations to reduce the risk of exposure for the Seniors. This will go into effect on Wednesday, March 18th. Instead of serving hot meals at Dollarhide Center, the County will issue up to 10 frozen/shelf stable meals (5 minimum) to each Senior registered in the program. All senior classes at Dollarhide are being cancelled. For questions about the senior meal program, please call (800) 510-2020.

Facility Maintenance

Disinfecting high-touch hard surfaces throughout City facilities several times a day, such as door handles, light switches, handrails, elevator doors and buttons, conference rooms and lobby furniture, tabletops, banquet rooms, activity rooms, and gyms.

Employee Related

Recommending that those who are not feeling well to stay home to prevent the spread of germs.

Educating our staff on COVID-19 symptoms as well as preventative measures and cancel all non-essential City events.

City Council meetings will continue, a maximum of ten people will be allowed in the Council Chambers. The public observe the meeting online or on channel 36 in lieu of attending in person.

Public transportation will continue services throughout the City. In addition to our senior population, people with underlying medical conditions and pregnant women should take extra precautions by limiting visits to public spaces. Everyone should avoid all non-essential travel. If you are sick and your symptoms are not serious, please call your health care provider before visiting a care facility.

Our entire City leadership is committed to keeping you updated as we receive new information on this rapidly changing situation. Please continue to follow us for information on our website, Channel 36, email, Facebook and Instagram. For more information, please visit the Centers for Disease Control and Prevention**:** www.cdc.gov.

5. ORAL REPORT - FIREFIGHTER RECRUITMENT UPDATE

City Manager Cornwell explained that the Compton Firefighter written examine is an entry-level Firefighter examination and does not require any 'take home' materials or practice exam. The City invited 263 applicants to perform the written exam; 67 applicants passed the written examination and those 67 persons were invited to participate in the oral examination process which occurred last week. One candidate failed the oral examination and there were 6 'no shows; consequently, the City now has an eligibility list of 60 Firefighter candidates. Mr. Cornwell concluded that it is his intention to re-institute the Firefighter Explorer program for the City Council's consideration.

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.)

On motion by McCoy, second by Chambers, the public hearing was scheduled for **May 12, 2020 at 6:00 p.m.** by the following vote on roll call:

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

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

On motion by McCoy, seconded by Sharif, the public hearing was scheduled for **April 21, 2020 at 5:35 p.m.** by the following vote on roll call:

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

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 EDISON COMPANY FOR OPERATIONAL USE OF THE WALTON MIDDLE SCHOOL AND MAYO STREET SITES ($16,842.70)

On motion by Sharif, seconded by Galvan, **Resolution Number 25,227** entitled '**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'** was adopted by the following vote on roll call:

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

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

On motion by Sharif, seconded by McCoy, **Resolution Number 25,228** entitled **'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**' was adopted by the following vote on roll call:

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

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

On motion by McCoy, seconded by Chambers, **Resolution Number 25,229 entitled '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'** was adopted by the following vote on roll call:

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

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

On motion by Sharif, seconded by Galvan, **Resolution Number 25,230** entitled **'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'** was adopted by the following vote on roll call:

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

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)

On motion by McCoy, seconded by Sharif, the reading of the ordinance in full was waived by the following vote on roll call:

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

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

Councilmember Sharif commented that it had been brought to her attention that an organization has plans to open a facility, and questioned if the proposed Overlay Zone would preclude them from constructing a homeless shelter.

Mr. Robert Delgadillo replied that this proposed Overlay Zone will not preclude an organization from erecting a shelter, adding that should an organization decide to build outside the Zone, that organization would be required to go through the Conditional Use Permit application process.

The ordinance entitled **'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)' was placed on first reading by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Chambers offered the following communications/announcements:

- Requested a presentation from the Compton Sheriffs regarding the illegal marijuana dispensaries in the City.

- Requested a status update on the Fireworks moratorium.

- Announced that March is Women's History Month, and commended and honored the outstanding accomplishments women have made in history and society and further noted that she is honored to serve the great City of Compton with the exceptional women on the Dias.

Councilmember McCoy offered the following communications/announcements:

- Recommended that the City provide a recorded message to the residents relating important information regarding the Coronavirus pandemic.

- Announced that Southern California Gas Company/Sanford Energy maintains a "hardship" fund which is used to assist residents with extenuating circumstances or hardships.

- Adjourn in memory of **Yolanda Harris** and **Rachel Davis.**

Councilmember Sharif offered the following communications/announcements:

- Thanked the community and Council for their continued support of her attendance via telephone, while she follows the advice of the CDC in the effort to reduce the exposure to the Coronavirus.

- Requested a report on the efforts to support the seniors and the disabled of the Compton community.

- Adjourn in memory of **Barbara Sowell.**

Mayor Brown offered the following communications/announcements:

- Announced that as of the meeting date, there have been no known cases of Coronavirus in the City of Compton, adding that City administration is actively monitoring the situation and working to develop measures to assist the residents of the community.

- Announced that the Congress is considering a Stimulus package, and the details are currently being negotiated in the United States Senate.

- Announced that California Governor Gavin Newsom has ordered a 'Shelter in Place' or Safer-at-Home order in conjunction with social-distancing guidelines in an effort to reduce the spread of COVID-19.

- Announced that March is 'Women's History Month,' and thanked and commended the highly successful women on the Dias, as well as all the wonderful women who have made great strides in improving the lives of everyone.

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Barbara Sowell, Rachel Davis, Yolanda Harris and Carlos Lopez** at 7:45 p.m. by the following vote on roll call:

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

_____ _____

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

DATE: APRIL 07, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF JANUARY 31, 2020.

DOUGLAS SANDERS
CITY TREASURER

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2020

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BAI	1,467,703.70
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	10,337,160.57
1520	MEASURE R	BANK OF THE WES	958,040.42
2000	PROP A	BANK OF THE WES	1,852,687.71
4000	SA GENERAL	BANK OF THE WES	2,749,124.10
1203	SA LOW COST HOUSING	BANK OF THE WES	6,644,171.18
2100	PERS	BANK OF THE WES	12,640,408.54
1528	MEASURE M	BANK OF THE WES	540,332.66
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	128,001.60
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,455,190.26
2818	SECTION 108 - HUD FUND	BANK OF THE WES	2,356,679.67
5116	BOND SEWER CONSTRUCTIO	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	73,310.92
1001	COC - CHANGE FUND	BANK OF THE WES	361.00
1900	PROP C	BANK OF THE WES	1,693,999.77

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2020

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WES	138,713.74
2820	HOUSING AUTHORITY	BANK OF THE WES	702,090.70
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	392,395.51
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,997.06
1001	COC PARKING VIOLATIONS	BANK OF THE WES	1,150,532.29
5000	COC UTILITIES BILLINGS	BANK OF THE WES	3,152,516.87

CITY OF COMPTON
Portfolio Management
Portfolio Summary
January 31, 2020

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	91,030,887.19	91,030,887.19	91,030,887.19	99.86	1	1	2.259	2.290
Passbook/Checking Accounts -2	128,001.60	128,001.60	128,001.60	0.14	1	1	0.069	0.070
Investments	**91,158,888.79**	**91,158,888.79**	**91,158,888.79**	**100.00%**	**1**	**1**	**2.256**	**2.287**

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	182,147.88	1,303,599.69
Average Daily Balance	**90,920,272.65**	**91,828,245.14**
Effective Rate of Return	**2.36%**	**2.41%**

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The Investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. As of January 31, 2020, the 7th month of the Fiscal Year 2019/2020, the City had a total in the General City Bank account plus LAIF account of $40.3 million. At the time of this reporting period, the City had $2.4 million in large outstanding warrants payable to vendors. On December 20, 2019 we received our property taxes. On January 20, 2020 the Successor Agency received its Property Tax Revenue called ROPS. April 20, 2020, the City will receive the next portion of Property Tax revenue from the Los Angeles County. In addition, the Successor Agency will receive its next property tax revenue called ROPS, on June 2, 2020. Also, on this date the General account, some portion of the ROPS going towards the PERS account. Our PERS balance is $34.9 million as of the date of this reporting period. The FOMC adjusted another interest reduction, 25 bases points or ¼ point just recently. However, the FOMC Chairman stated that it will not lower any more rates, but will use more Quantitative Easing measures. FOMC future adjustments to the target range for the Federal Funds Rate between 1 ¾-2%, this will determine realized and expected economic conditions to maximum employment objective and it's symmetric 2% inflation objective, as well as financials and international developments. Lower interest rates will result in lower interest revenue going forward for the City. Compton is anticipating a large road construction program, which will require large use of cash expenditures during these periods. The City Manager's office has notified the Treasurer's office of major back payments to the Sherriff Department. All of the LASD payments have been paid, approximately $10 million for back service months.
The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 1/31/2020
3 month T-Bill @ 1.546%
6 month T-Bill @ 1.529%
1 year T-Bill @ 1.431%

DOUGLAS SANDERS, CITY TREASURER

4-2-2020

Reporting period 01/01/2020-01/31/2020

Run Date: 04/02/2020 - 15:35

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
January 31, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			128,001.60	128,001.60	128,001.60	0.070	0.069	0.070	1	
		Subtotal and Average	**127,087.15**		**128,001.60**	**128,001.60**	**128,001.60**		**0.069**	**0.070**	**1**	
Local Agency Investment Funds												
6000	6000	General City			30,010,244.70	30,010,244.70	30,010,244.70	2.290	2.259	2.290	1	
6029	6029	Measure R			1,893,512.75	1,893,512.75	1,893,512.75	2.290	2.259	2.290	1	
6019	6019	EDA Revolving Loan			72,282.72	72,282.72	72,282.72	2.290	2.259	2.290	1	
6002	6002	Prop C			1,609,046.95	1,609,046.95	1,609,046.95	2.290	2.259	2.290	1	
6030	6030	PROP A			3,161,607.41	3,161,607.41	3,161,607.41	2.290	2.259	2.290	1	
6027	6027	River Mountain Conservancy			12,534.54	12,534.54	12,534.54	2.290	2.259	2.290	1	
6007	6007	Successor Agency General			29,831,585.38	29,831,585.38	29,831,585.38	2.290	2.259	2.290	1	
6003	6003	Sewer Bond Proceeds			883,329.23	883,329.23	883,329.23	2.290	2.259	2.290	1	
SYS10128	10128	Measure M			1,236,970.69	1,236,970.69	1,236,970.69	2.290	2.259	2.290	1	
2100	6021	Retirement Fund			22,319,772.82	22,319,772.82	22,319,772.82	2.290	2.259	2.290	1	
		Subtotal and Average	**90,793,185.49**		**91,030,887.19**	**91,030,887.19**	**91,030,887.19**		**2.259**	**2.290**	**1**	
		Total and Average	**90,920,272.65**		**91,158,888.79**	**91,158,888.79**	**91,158,888.79**		**2.256**	**2.287**	**1**	

April 7, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING THE EMERGENCY EMPLOYMENT OF TRC INVESTMENTS, LLC DBA SERVPRO OF DOWNEY FOR PROVIDING COMMERCIAL LEVEL DISINFECTING AND SANITIZING SERVICES AT CITY FACILITIES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER ($46,985.73)

SUMMARY

Adoption of the attached resolution will ratify the City Manager's actions of employing the services of TRC Investments, LLC dba ServPro of Downey on an urgent bases to provide commercial level disinfecting and sanitizing services at City of Compton facilities, and authorize the issuance of a purchase order to ServPro of Downey in the amount of Forty-Six Thousand Nine Hundred Eighty-Five Dollars and Seventy-Three cents ($46,985.73) for the services rendered.

BACKGROUND

On March 4, 2020, Governor Newsom declared a state of emergency in California to address the global outbreak of COVID-19, which the World Health Organization has determined to be a pandemic. The City of Compton ("City") is dedicated to ensuring a safe and healthy workplace for all employees, while continuing to provide necessary services to our residents.

In response to this outbreak, on March 17, 2020, the City Council adopted Resolution No. 25,226 on March 17, 2020, declaring a local emergency and authorizing temporary procedures to limit the spread of the global Novel Coronavirus ("COVID-19") pandemic. Among other actions, Resolution No. 25,226 authorized … *"the City Manager to approve expenditures to effectuate this resolution as prescribed in Resolution 25,001."*

STATEMENT OF THE ISSUE

On Thursday, March 26, 2020, City management was notified that a City employee might have been exposed to COVID-19. As a result, on March 27, 2020, staff began working with ServPro of Downey, a biohazard contractor, to provide commercial level disinfecting and sanitizing at City facilities.

Pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized, when faced with an urgent situation (e.g. preservation of life, health, property and fiscal stability), to take needed action, including authorize a purchase order of up to Seventy Five Thousand Dollars ($75,000.00) without first obtaining City Council approval and authorization. The City Manager must, at the next available opportunity after the action has been taken, submit the emergency purchase order through the normal approval process (i.e. seek ratification and approval of the City Council).

City Council authorization is requested in order to issue the emergency purchase order for ServPro of Downey in the amount of $46,985.73, as this expenditure exceeds the City Manager's spending authority. This expenditure is recognized as a part of the temporary procedures in order to limit the spread of COVID-19.

FISCAL IMPACT

Funds for this expenditure are available in the City Manager's 2019-2020 Fiscal Year Budget in Budget Account No. 1001-510-000-4262.

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING THE EMERGENCY EMPLOYMENT OF TRC INVESTMENTS, LLC DBA SERVPRO OF DOWNEY FOR PROVIDING COMMERCIAL LEVEL DISINFECTING AND SANITIZING SERVICES AT CITY FACILITIES AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER ($46,985.73)

WHEREAS, on March 4, 2020, Governor Newsom declared a state of emergency in California to address the global outbreak of COVID-19, which the World Health Organization has determined to be a pandemic; and

WHEREAS, the City of Compton is dedicated to ensuring a safe and healthy workplace for all employees, while continuing to provide necessary services to our residents; thus, in response to this outbreak, on March 17, 2020, the City Council adopted Resolution No. 25,226, declaring a local emergency and authorizing temporary procedures to limit the spread of the global Novel Coronavirus ("COVID-19") pandemic. Among other actions, Resolution No. 25,226 authorized … *"the City Manager to approve expenditures to effectuate this resolution as prescribed in Resolution 25,001"*; and

WHEREAS, on Thursday, March 26, 2020, City management was notified that a City employee might have been exposed to COVID-19, and as a result, on March 27, 2020, staff began working with ServPro of Downey, a biohazard contractor, to provide commercial level disinfecting and sanitizing at City facilities; and

WHEREAS, pursuant to Resolution No. 25,001, adopted by the City Council on April 23, 2019, the City Manager is authorized, when faced with an urgent situation (e.g. preservation of life, health, property and fiscal stability), to take needed action, including authorize a purchase order of up to Seventy Five Thousand Dollars ($75,000.00) without first obtaining City Council approval and authorization. The City Manager must, at the next available opportunity after the action has been taken, submit the emergency purchase order through the normal approval process (i.e. seek ratification and approval of the City Council); and

WHEREAS, City Council authorization is requested in order to issue the emergency purchase order for ServPro of Downey in the amount of $46,985.73, as this expenditure exceeds the City Manager's spending authority. This expenditure is recognized as a part of the temporary procedures in order to limit the spread of COVID-19; and

WHEREAS, funds for this expenditure are available in the 2019-2020 Fiscal Year budget.

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

SECTION 1. That the City Manager's actions of employing the services of TRC Investments, LLC dba ServPro of Downey on an urgent bases to provide commercial level disinfecting and sanitizing services at City of Compton facilities are hereby ratified and approved.

SECTION 2. That a purchase order in the amount of Forty Six Thousand Nine Hundred Eighty Five Dollars and Seventy-Three Cents ($46,985.73) is authorized to be issued to ServPro of Downey for the services rendered.

SECTION 3. That the funds for this expenditure are available in the City Manager's 2019-2020 Fiscal Year budget in Account No. 1001-510-000-4262.

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

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 this _____ 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

SERVPRO of Downey,Montebello,Compton & Vernon

12001 Woodruff Ave., Suite A
Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Insured:	City of Compton (City Hall)
Property:	458 S Alameda St E Compton , CA 90221

Estimator:	Douglas Melendez	Business:	(562) 392-3007
Position:	Project Manager	E-mail:	dmelendez@servprodowney.com
Company:	Servpro of Downey		
Business:	12001 Woodruff Avenue Unit A Downey, CA 90241		

Claim Number: **Policy Number:** **Type of Loss:** Carpet Cleaning

Date Contacted:	3/27/2020		
Date of Loss:	3/27/2020	Date Received:	3/27/2020
Date Inspected:	3/28/2020	Date Entered:	3/31/2020 8:24 AM

Price List:	CALA8X_MAR20 Restoration/Service/Remodel
Estimate:	CITY_OF_COMPTON_CH

SERVPRO of Downey,Montebello,Compton & Vernon

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Downey, CA 90241
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DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

CITY_OF_COMPTON_CH

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>>>>>LABOR<<<<<						
1. Level II - Detailed cleaning	21,000.00 SF	0.00	1.05	925.58	4,595.12	27,570.70
Microfiber technology treatment with disinfectant - wipe-down of all “high-touch” items (i.e. phone, computers, keyboards, door handles, etc…) and hard surfaces. – may not remove all surface dust No significant content manipulation is included and all dust may not be removed. ULV fogging of entire room/area. ULV fogger system will disperse atomized mist/fog of a hospital grade disinfectant which kills germs & viruses on surfaces and objects 325° steam cleaning - Virus are destroyed at 180°-250° Fahrenheit. We will steam clean all high-touch areas (i.e. door handles, desk fronts, light switches, toilet seats & handles, water fountains, etc…)						
2. Project Manager	1.00 EA	0.00	95.00	3.99	19.80	118.79
Project Manager on-site to ensure project is being carried out according to scope of work and confirm all documents are being collected at the conclusion of the project.						
3. Resource Coordinator	1.00 EA	0.00	85.00	3.57	17.72	106.29
Includes scheduling, prepping vehicles, and deploying vehicles on-site.						
>>>>>CONSUMABLES<<<<<						
4. Gloves - Latex	1.25 EA	0.00	60.00	3.15	15.64	93.79
Gloves were used as part of the cleaning process						
5. Add for personal protective equipment - Heavy duty	12.00 EA	0.00	18.82	23.15	49.80	298.79
Heavy duty Tyvek suits were used as PPE during the cleanup and removal phase of the project						
6. Contractor trash bags	0.05 BX	0.00	60.00	0.13	0.62	3.75
Heavy duty contractor trash bags used to dispose of any trash and debris						
7. Respirator - Half face - multi-purpose resp. (per day)	2.00 DA	0.00	1.67	0.00	0.66	4.00
Respirators were used as part of PPE for the duration of the project						
8. Microfiber Terry Towels	12.00 BX	0.00	59.95	30.23	149.92	899.55
Cleaning towels were used to wipe down and sanitize horizontal and vertical surfaces						
9. ServProxide	2.00 GL	0.00	75.00	6.30	31.26	187.56

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IICRC #: 206323
DIR#: 1000010254

CONTINUED - Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
When fogging, we use a proprietary disinfectant called ServprOxide **NOTE about ServprOXIDE®: · 100% Biodegradable · Sanitizes hard and soft surfaces · National Sanitation Foundation (NSF) Listed (#156316) o No rinse required for food contact surfaces (D-2) · 99.999% Sanitization of food contact surfaces						
10. N95 Respirators	1.00 BX	0.00	24.95	1.05	5.22	31.22
11. Simple Green	0.25 GL	0.00	35.00	0.37	1.84	10.96
>>>>>**EQUIPMENT**<<<<<						
12. HEPA vacuum/w attachments	2.00 EA	0.00	75.00	6.30	31.26	187.56
HEPA vacuum was used on the following days:						
13. Hydroxyl generator - odor counteractant - 3 optics	8.00 DA	0.00	226.08	0.00	361.72	2,170.36
Hydroxyl in place for deodorization in rooms and hallways. Hydroxyl generators used as an odor counteractant						
14. ULV Fogger	2.00 EA	0.00	60.00	5.04	25.00	150.04
15. Steamer	1.00 EA	0.00	225.00	9.46	46.90	281.36
>>>>>**FEES**<<<<<						
16. Vehicle - Auto / PickUp / Utility Van	2.00 EA	0.00	75.00	6.30	31.26	187.56
Vehicle was used on to deploy technicians and equipment						
Totals: Main Level				1,024.62	5,383.74	32,302.28
Line Item Totals: CITY_OF_COMPTON_CH				**1,024.62**	**5,383.74**	**32,302.28**

SERVPRO of Downey,Montebello,Compton & Vernon

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Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Summary for Dwelling

Line Item Total	25,893.92
Material Sales Tax	1,024.62
Subtotal	26,918.54
Overhead	2,691.87
Profit	2,691.87
Replacement Cost Value	**$32,302.28**
Net Claim	**$32,302.28**

Douglas Melendez
Project Manager

SERVPRO of Downey,Montebello,Compton & Vernon

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Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (10.25%)	Storage Rental Tax (10.25%)
Line Items	2,691.87	2,691.87	1,024.62	0.00
Total	**2,691.87**	**2,691.87**	**1,024.62**	**0.00**

SERVPRO of Downey,Montebello,Compton & Vernon

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Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Recap by Room

Estimate: CITY_OF_COMPTON_CH		
Main Level	**25,893.92**	**100.00%**
Subtotal of Areas	**25,893.92**	**100.00%**
Total	**25,893.92**	**100.00%**

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IICRC #: 206323
DIR#: 1000010254

Recap by Category

O&P Items	Total	%
CLEANING	1,808.64	5.60%
HAZARDOUS MATERIAL REMEDIATION	229.18	0.71%
WATER EXTRACTION & REMEDIATION	23,856.10	73.85%
O&P Items Subtotal	25,893.92	80.16%
Material Sales Tax	1,024.62	3.17%
Overhead	2,691.87	8.33%
Profit	2,691.87	8.33%
Total	32,302.28	100.00%

SERVPRO of Downey,Montebello,Compton & Vernon

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O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Insured:	City of Compton (Public Works & Water Dept)
Property:	458 S Alameda St E Compton, CA 90221

Estimator:	Douglas Melendez	Business:	(562) 392-3007
Position:	Project Manager	E-mail:	dmelendez@servprodowney.com
Company:	Servpro of Downey		
Business:	12001 Woodruff Avenue Unit A Downey, CA 90241		

Claim Number: **Policy Number:** **Type of Loss:** Clean - Up

Date Contacted:	3/27/2020		
Date of Loss:	3/27/2020	Date Received:	3/27/2020
Date Inspected:	3/28/2020	Date Entered:	3/31/2020 12:21 PM

Price List:	CALA8X_MAR20 Restoration/Service/Remodel
Estimate:	CITY_OF_COMPTON_PW

SERVPRO of Downey,Montebello,Compton & Vernon

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Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

CITY_OF_COMPTON_PW

CITY_OF_COMPTON_PW

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
>>>>>LABOR<<<<<						
1. Level II - Detailed cleaning	6,345.71 SF	0.00	1.05	279.69	1,388.54	8,331.23
Microfiber technology treatment with disinfectant - wipe-down of all “high-touch” items (i.e. phone, computers, keyboards, door handles, etc…) and hard surfaces. – may not remove all surface dust No significant content manipulation is included and all dust may not be removed. ULV fogging of entire room/area. ULV fogger system will disperse atomized mist/fog of a hospital grade disinfectant which kills germs & viruses on surfaces and objects 325° steam cleaning - Virus are destroyed at 180°-250° Fahrenheit. We will steam clean all high-touch areas (i.e. door handles, desk fronts, light switches, toilet seats & handles, water fountains, etc…)						
2. Project Manager	1.00 EA	0.00	95.00	3.99	19.80	118.79
Project Manager on-site to ensure project is being carried out according to scope of work and confirm all documents are being collected at the conclusion of the project.						
3. Resource Coordinator	1.00 EA	0.00	85.00	3.57	17.72	106.29
Includes scheduling, prepping vehicles, and deploying vehicles on-site.						
>>>>>CONSUMABLES<<<<<						
4. Gloves - Latex	1.00 EA	0.00	60.00	2.52	12.50	75.02
Gloves were used as part of the cleaning process						
5. Botanical Antimicrobial Agent	1.00 GL	0.00	59.95	2.52	12.50	74.97
Antimicrobial was applied to reduce the risk environmental concerns						
6. Add for personal protective equipment - Heavy duty	21.00 EA	0.00	18.82	40.51	87.14	522.87
Heavy duty Tyvek suits were used as PPE during the cleanup and removal phase of the project						
7. Contractor trash bags	0.10 BX	0.00	60.00	0.25	1.26	7.51
Heavy duty contractor trash bags used to dispose of any trash and debris						
8. Respirator - Half face - multi-purpose resp. (per day)	6.00 DA	0.00	1.67	0.00	2.00	12.02
Respirators were used as part of PPE for the duration of the project						
9. Microfiber Terry Towels	16.00 BN	0.00	59.95	40.31	199.90	1,199.41
Cleaning towels were used to wipe down and sanitize horizontal and vertical surfaces						
10. ServProxide	4.00 EA	0.00	75.00	12.61	62.52	375.13

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Downey, CA 90241
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Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

CONTINUED - CITY_OF_COMPTON_PW

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
When fogging, we use a proprietary disinfectant called ServprOxide **NOTE about ServprOXIDE®: · 100% Biodegradable · Sanitizes hard and soft surfaces · National Sanitation Foundation (NSF) Listed (#156316) o No rinse required for food contact surfaces (D-2) · 99.999% Sanitization of food contact surfaces						
11. Simple Green	0.50 EA	0.00	24.95	0.52	2.60	15.60
12. N95 face masks	1.00 EA	0.00	35.00	1.47	7.30	43.77
>>>>>**EQUIPMENT**<<<<<						
13. HEPPA vacuum/w attachments	2.00 EA	0.00	75.00	6.30	31.26	187.56
HEPA vacuum was used on the following days:						
14. Steamer	1.00 EA	0.00	225.00	9.46	46.90	281.36
15. ULV Fogger	2.00 EA	0.00	60.00	5.04	25.00	150.04
16. Hydroxyl generator - odor counteractant - 3 optics	10.00 DA	0.00	226.08	0.00	452.16	2,712.96
Hydroxyl in place for deodorization in rooms and hallways. Hydroxyl generators used as an odor counteractant						
>>>>>**FEES**<<<<<						
17. Vehicle - Auto / PickUp / Utility Van	3.00 EA	0.00	75.00	9.46	46.90	281.36
Vehicle was used on to deploy technicians and equipment						
18. Vehicle sanitization fee	1.00 EA	0.00	150.00	6.30	31.26	187.56
Total: CITY_OF_COMPTON_PW				424.52	2,447.26	14,683.45
Line Item Totals: CITY_OF_COMPTON_PW				**424.52**	**2,447.26**	**14,683.45**

SERVPRO of Downey,Montebello,Compton & Vernon

12001 Woodruff Ave., Suite A
Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Summary for Dwelling

Line Item Total	11,811.67
Material Sales Tax	424.52
Subtotal	12,236.19
Overhead	1,223.63
Profit	1,223.63
Replacement Cost Value	**$14,683.45**
Net Claim	**$14,683.45**

Douglas Melendez
Project Manager

SERVPRO of Downey,Montebello,Compton & Vernon

12001 Woodruff Ave., Suite A
Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (10.25%)	Storage Rental Tax (10.25%)
Line Items	1,223.63	1,223.63	424.52	0.00
Total	**1,223.63**	**1,223.63**	**424.52**	**0.00**

SERVPRO of Downey,Montebello,Compton & Vernon

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Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Recap by Room

Estimate: CITY_OF_COMPTON_PW	**11,811.67**	**100.00%**
Subtotal of Areas	**11,811.67**	**100.00%**
Total	**11,811.67**	**100.00%**

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Downey, CA 90241
O: (562) 392-3007 F: (562) 392-3070
Tax ID # 20-2814259 - TRC Investments, LLC
DBA: SERVPRO of Downey
IICRC #: 206323
DIR#: 1000010254

Recap by Category

O&P Items	Total	%
CLEANING	2,260.80	15.40%
HAZARDOUS MATERIAL REMEDIATION	405.24	2.76%
WATER EXTRACTION & REMEDIATION	9,145.63	62.29%
O&P Items Subtotal	11,811.67	80.44%
Material Sales Tax	424.52	2.89%
Overhead	1,223.63	8.33%
Profit	1,223.63	8.33%
Total	14,683.45	100.00%

ServPro of Compton
12001 Woodruff Ave
Downey, CA 90241
AR@servprodowney.com

Invoice

BILL TO	SHIP TO
City Manager's Office Compton City Hall, 2nd Floor ATTN: Craig J. Cornwell 205 S. Willowbrook Ave. Compton, CA 90220	Compton City Hall 205 S. Willowbrook Ave. Compton, CA 90220

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4967065	03/31/2020	$32,302.28	04/01/2020	Due Upon Receipt	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/28/2020	**General Cleaning**	CARPET CLEANING	1	32,302.28	32,302.28

WE APPRECIATE YOUR BUSINESS. Please remit payment to our office as soon as possible. Thank you!!

BALANCE DUE **$32,302.28**

Notice to Owner: Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in court to obtain payment. Our company policy is to file this Mechanics' Lien 30 days after our work has been completed. STANDARD

Each SERVPRO® Franchise is Independently Owned and Operated

ServPro of Compton
12001 Woodruff Ave
Downey, CA 90241
AR@servprodowney.com

Invoice

BILL TO
City of Compton
205 South Willowbrook Ave.
Compton, CA 90220

SHIP TO
Public Works & Water Dept.
City of Compton
458 S Alameda St E
Compton, CA 90221

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
4967066	04/01/2020	$14,683.45	05/01/2020	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/28/2020	**General Cleaning**	Level II - Detailed cleaning	1	14,683.45	14,683.45

WE APPRECIATE YOUR BUSINESS. Please remit payment to our office as soon as possible. Thank you!!

BALANCE DUE **$14,683.45**

Notice to Owner: Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land or property where the work was performed and to sue you in court to obtain payment. Our company policy is to file this Mechanics' Lien 30 days after our work has been completed. STANDARD

Each SERVPRO® Franchise is Independently Owned and Operated

April 7, 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 ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT ($28,461)

SUMMARY

This Resolution authorizes the City Manager to issue a purchase order to the State Water Resources Control Board for annual waste discharge fees for the Public Works Department for an amount not to exceed $28,461.

BACKGROUND

The Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4). Storm water is run-off from rain or snow melt that runs off surfaces such as rooftops, paved streets, highways or parking lots and can carry with it pollutants such as: oil, pesticides, herbicides, sediment, trash, bacteria and metals. The runoff can then drain directly into a local stream, lake or bay. Often, the run-off drains into storm drains which eventually drain untreated into a local water body.

The Regional Water Quality Control Boards have adopted National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities. These permits are re-issued annual as the permits expire.

The Phase I MS4 permits require the discharger to develop and implement a Storm Water Management Plan/Program with the goal of reducing the discharge of pollutants to the maximum extent practicable.

STATEMENT OF THE ISSUE

The Public Works Department received an invoice associated with the City enrollment under the MS4 municipal storm water permit. The Public Works Department pays an annual fee to the State Water Resources Control Board for the annual waste discharge fees pursuant to its enrollment in the MS4 permit process.

Staff is requesting authorization from the City Council to approve the issuance of a purchase order to the State Water Resources Control Board for the annual waste discharge fees for the Public Works Department.

FINANCIAL IMPACT

Funds in the amount of $28,461 are available in the Public Works 2019-2020 fiscal year budget in Account No. 1529-720-000-4269.

ALTERNATIVE

Staff does not have any alternative options at this time.

STAFF RECOMMENDATION

Staff recommends the adoption of the attached resolution.

JOHN STRICKLAND
PROJECT MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE STATE WATER RESOURCES CONTROL BOARD FOR THE ANNUAL WASTE DISCHARGE FEES FOR THE PUBLIC WORKS DEPARTMENT ($28,461)

WHEREAS, this resolution authorizes the City Manager to issue a purchase order to the State Water Resources Control Board for the annual waste discharge fees for the Public Works Department; and

WHEREAS, the Municipal Storm Water Permitting Program regulates storm water discharges from municipal separate storm sewer systems (MS4); and

WHEREAS, storm water is run-off from rain or melted snow that runs off surfaces such as rooftops, paved streets, highways or parking lots and can carry with it pollutants such as: oil, pesticides, herbicides, sediment, trash, bacteria and metals; and

WHEREAS, the run-off can then drain directly into a local stream, lake or bay and often times the run-off drains into storm drains which eventually drain untreated into a local water body; and

WHEREAS, the Regional Water Quality Control Boards have adopted National Pollutant Discharge Elimination System General Permit (NPDES) storm water permits for municipalities; and

WHEREAS, the MS4 permits require the discharger to develop and implement a Storm Water Management Plan/Program with the goal of reducing the discharge of pollutants to the maximum extent practicable; and

WHEREAS, the City of Compton Public Works Department received an invoice associated with the City of Compton's enrollment under the MS4 municipal storm water permit; and

WHEREAS, the Public Works Department pays an annual fee to the State Water Resources Control Board for annual waste discharge fees pursuant to its enrollment in the MS4 permit process; and

WHEREAS, funds in the amount of $28,461 are available in the Public Works 2019-2020 fiscal year budget in Account No. 1529-720-000-4269; and

WHEREAS, staff is requesting authorization from the City Council to approve the issuance of a purchase order to the State Water Resources Control Board for the annual waste discharge fees for the Public Works Department.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to The State Water Resources Control Board in an amount not to exceed $28,461 for annual waste discharge fees for the Public Works Department.

SECTION 2. That funds in the amount of $28,461 are available in the Public Works 2019-2020 fiscal year budget in Account No. 1529-720-000-4269.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller and Public Works Department.

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

ADOPTED this _____ day of _____2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

State Water Resources Control Board

Division of Administrative Services
1001 I Street * Sacramento, California 95814 * (916) 341-5247
Mailing Address: P.O. Box 1888 * Sacramento, California 95812-1888

Date: 2/26/2020
Facility ID: 4 19M1000104
Facility Name: PHASE I MS4
-
-, CA -

Fiscal Year: 2019/20
Invoice Number: SW-0179509
Billing Period: 10/01/19 - 09/30/20
Invoice Date: 11/20/2019
Amount Past Due: $ 28,461.00
Region: 4
Index Number: 391590

RECEIVED
MAR - 4 2020
By _____

COMPTON CITY
205 SOUTH WILLOBROOK AVENUE
COMPTON, CA 90220

For details please refer to the original invoice

NOTICE OF VIOLATION OF STORMWATER REQUIREMENTS

THIS IS A FORMAL NOTICE OF VIOLATION on the above delinquent invoice. Our accounting office records indicate that you have failed to pay the required annual fee. Failure to pay the required fee is considered a misdemeanor under California law (Water Code Section 13261) and could result in a civil liability assessment of up to $1000 per day for each day that fees go unpaid. The Regional Board has been notified of your delinquent account and may issue a complaint that could result in Civil Liability actions.

Please note that a transfer of ownership or relocation of a facility requires a new Storm Water Permit. If your facility is closed or project completed, please file a Notice of Termination.

Construction - Log into your SMARTS account to complete an NOT: https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp
Industrial - NOT forms can be accessed on our website at http://www.waterboards.ca.gov/water_issues/programs/stormwater/gen_indus.shtml

For questions regarding your permit or how to file an NOT, please contact the Storm Water office at (916) 341-5538.

If you have any questions about this invoice, please call the Fee Unit at (916) 341-5247.

For payment status of your invoice, please go to the "Storm Water and Wastewater Permit Fee Invoice Information" link at http://infofees.waterboards.ca.gov/FeeInfo/DischargerInvoice.aspx

Retain this portion for your records

Please detach and return this portion with your payment

Region: 4 **Fiscal Year:** 2019/20

Invoice Number: SW-0179509

Index Number: 391590

(Please print the above number on check or money order)

COMPTON CITY
205 SOUTH WILLOBROOK AVENUE
COMPTON, CA 90220

SWRCB
PO BOX 1888
SACRAMENTO, CA 95812-1888

Amount Due: $ 28,461.00
Billing Period: 10/01/19 - 09/30/20
Invoice Date: 11/20/2019
Facility ID: 4 19M1000104
Facility Name: PHASE I MS4
-
-, CA -

April 7, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A REQUEST TO SCHEDULE PUBLIC HEARINGS, BUDGET WORKSHOPS, AND VIRTUAL COMMUNITY BUDGET WORKSHOP FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2020-2021 BUDGET

Section 1406 of the City Charter requires that the City Council shall hold a public hearing on the proposed budget at which interested persons desiring to be heard shall be given an opportunity to do so. Staff is requesting that the City Council schedule a **public hearing** for the consideration of the proposed Fiscal Year 2020-2021 budget on the following date:

Tuesday	**June 9, 2020**	**5:45 p.m.**	**Council Chambers**
Tuesday	**June 16, 2020**	**5:45 p.m.**	**Council Chambers**

Staff is requesting that the City Council schedule three Budget Workshops as follows:

Date		**Time**	**Workshop**	**Location**
Tues	April 21, 2020	4:00 p.m.	City Council Priorities Workshop	Council Chambers
Tues	May 19, 2020	4:00 p.m.	Department Presentations	Council Chambers
Tues	May 26, 2020	4:00 p.m.	Department Presentations	Council Chambers

In addition, in lieu of District Townhall Meetings, a virtual community Budget Workshop will be scheduled as follows:

Date		**Time**	**Workshop**	**Location**
Tues	May 12, 2020	4:00 p.m.	Virtual Community Budget Workshop	Council Chambers

CRAIG J. CORNWELL
CITY MANAGER

April 7, 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

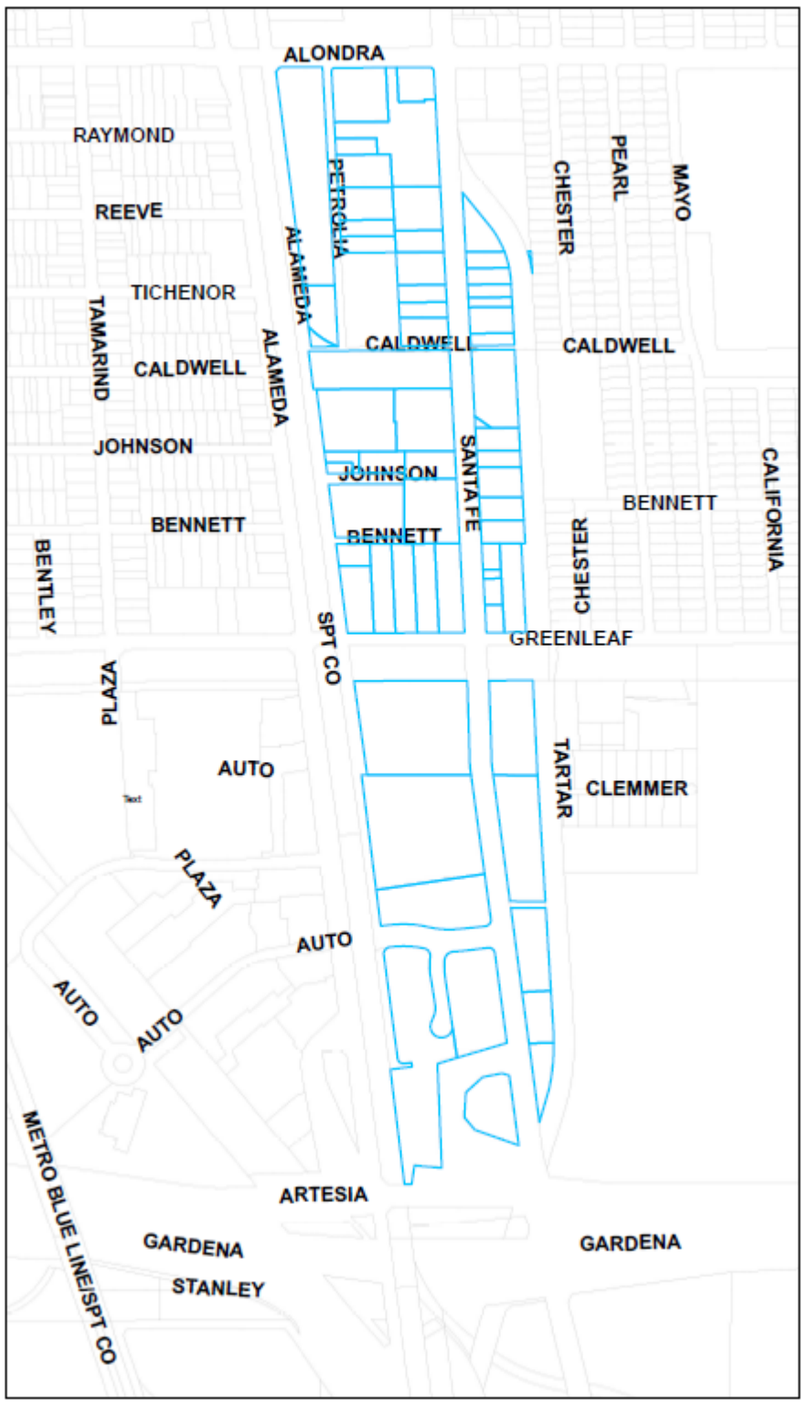
I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

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.

April 7, 2020

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF SOUTH OLEANDER STREET, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 60-FEET BY 148-FEET, LOCATED BETWEEN WEST ALONDRA BOULEVARD AND THE COMPTON HIGH SCHOOL CAMPUS AND LOCATED ADJACENT TO 417 WEST ALONDRA BOULEVARD, COMPTON (STREET VACATION NO. 19-001), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION**

SUMMARY

The City Council will consider adoption of a resolution declaring its intention to initiate proceedings to vacate a portion of South Oleander Street located between West Alondra Boulevard and the Compton High School campus. The subject public right-of-way is located adjacent to 417 West Alondra Boulevard, Compton.

The Compton Unified School District (CUSD), the applicant, is requesting approval of Street Vacation No. 19-001, to facilitate the Compton High School reconstruction and expansion project. The street vacation consist of a 60-foot by approximately 148-foot section of South Oleander Street located between the Compton High School campus and West Alondra Boulevard. The street vacation area is approximately 8,770 square feet in size. The proposed street vacation (abandonment) will facilitate the Compton High School campus expansion to the northwest corner of W. Alondra Boulevard and S. Acacia Avenue.

STATEMENT OF THE ISSUE

The California Streets and Highways Code (Division 9, Part 3), grants the City Council authority to vacate any “street” or part of any “street that it finds is unnecessary for present or prospective public use”. There are two phases involved in “street” vacation proceedings. The first phase is adoption by the City Council of a resolution of intention to vacate, which describes the right-of-way to be vacated and sets a public hearing date before the City Council on the vacation. The second phase is the public hearing, whereby City Council hears evidence and makes a determination as to whether or not the “street” is necessary for present or prospective public use. If found to be unnecessary, a resolution of vacation may be adopted and eventually recorded.

ALTERNATIVES

City Council may approve or reject the resolution initiating proceedings to vacate the aforementioned right-of-way.

FINANCIAL IMPACT

Approval of the requested street vacation will have no significant impact on municipal expenditures. The City will relinquish its future maintenance responsibility of an existing public right-of-way

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution declaring its intention to vacate the right-of-way and set a hearing on the proposed vacation for **Tuesday, April 28, 2020, at 5:35 PM**.

ROBERT DELGADILLO, SENIOR PLANNER
PLANNING DIVISION

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO INITIATE PROCEEDINGS TO VACATE A PORTION OF SOUTH OLEANDER STREET, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 60-FEET BY 148-FEET, LOCATED BETWEEN W. ALONDRA BOULEVARD AND THE COMPTON HIGH SCHOOL CAMPUS AND LOCATED ADJACENT TO 417 WEST ALONDRA BOULEVARD, COMPTON (STREET VACATION NO. 19-001), AND SETTING A CITY COUNCIL PUBLIC HEARING DATE, TIME AND LOCATION ON THE PROPOSED STREET VACATION

WHEREAS, the Compton Unified School District (CUSD) has filed a request to vacate a portion of South Oleander Street located between West Alondra Boulevard and the Compton High School campus. The subject public right-of-way is located adjacent to 417 West Alondra Boulevard, Compton. The area to be vacated is legally described on Exhibit "A" and as follows:

> THAT PORTION OF OLEANDER AVENUE (FORMERLY OLEANDER STREET) IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 68 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:
>
> ALL THAT PORTION OF OLEANDER AVENUE (FORMERLY OLEANDER STREET) LYING SOUTHERLY OF THE WESTERLY PROJECTION OF NORTHERLY LINE OF COCOA STREET AND NORTHERLY OF THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF ALONDRA BOULEVARD (FORMERLY KNOWN AS OLIVE STREET AS SHOWN ON SAID MAP IN BOOK 11 PAGE 68 OF MISCELLANEOUS RECORDS) AS DESCRIBED BY DEED RECORDED IN BOOK 4319 PAGE 238 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.
>
> SAID LAND CONTAINS 8,770 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for present or prospective public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and has determined that the area to be vacated is not necessary for current or future public use and that the vacation serves the public interest and is a public benefit as it eliminates any maintenance costs and liabilities imposed on the City associated with the right-of-way area; and

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan; and

WHEREAS, on December 18, 2019, the City of Compton Planning Commission adopted Resolution No. 4004, which declared that the proposed street vacation as legally described above and on Exhibit "A", is in conformance with the goals and policies of the City of Compton's 1991 General Plan.

NOW, THERFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES AS FOLLOWS:

Section 1. That the City Council declares its intention to initiate proceedings to vacate a portion of South Oleander Street, a public right-of-way approximately 60-feet by 148-feet, located between West Alondra Boulevard and the Compton High School campus and located adjacent to 417 West Alondra Boulevard, Compton (Street Vacation No. 19-001) as legally described above and Exhibit "A" and as shown on Exhibit "B", pursuant to provisions of the Chapter 3, Part 3 of the California Streets and Highways Code.

Section 2. That Exhibits "A" (legal description) and "B" (map of the proposed vacation), are on file with both the City Clerk and the Planning Department of the City of Compton.

Section 3. That notice is hereby given that the City Council of the City of Compton will hold a public hearing on **Tuesday, April 28, 2020, at 5:35 PM** in the Council Chambers located at Compton City Hall, 205 South Willowbrook Avenue, Compton, where all persons interested in the proposed vacation may be heard.

Section 4. The City of Compton hereby directs the City Clerk to cause notices of public hearing to be published pursuant to Section 8322 of the California Streets and Highway Code and to be posted conspicuously along the portion of the street proposed to be vacated pursuant to Section 8323 of the California Streets and Highway Code.

Section 5. That a copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Public Works and Community Development Departments.

Section 6. 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

I, Alita Godwin, City Clerk of the City of Compton, 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 this _____ 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

RESOLUTION NO. 4004
(STREET VACATION NO. 19-001)

A RESOLUTION OF THE CITY OF COMPTON PLANNING COMMISSION FINDING THAT THE VACATION OF A PORTION OF S. OLEANDER AVE. (60-FEET BY APPROXIMATELY 148-FEET), LOCATED BETWEEN THE COMPTON HIGH SCHOOL CAMPUS AND W. ALONDRA BLVD. LOCATED ADJACENT TO 417 W. ALONDRA BLVD., IN COMPTON (STREET VACATION NO. 19-001), IS IN CONFORMANCE WITH THE CITY OF COMPTON'S 2010 GENERAL PLAN

WHEREAS, the Compton Unified School District (CUSD), has filed an application to vacate a portion of S. Oleander Ave. (located adjacent to 417 W. Alondra Blvd.) between W. Cocoa St. and W. Alondra Blvd., Compton, legally described on Exhibit "A" and as follows:

THAT PORTION OF OLEANDER AVENUE (FORMERLY OLEANDER STREET) IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 68, OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE OLEANDER AVENUE (FORMERLY OLEANDER STREET) LYING SOUTHERLY OF THE WESTERLY PROJECTION OF NORTHERLY LINE OF COCOA STREET AND NORTHERLY OF THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF ALONDRA BOULEVARD (FORMERLY KNOWN AS OLIVE STREET AS SHOWN ON SAID MAP IN BOOK 11 PAGE 68 OF MISCELLANEOUS RECORDS) AS DESCRIBED BY DEED RECORDED IN BOOK 4319 PAGE 238 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA

SAID LAND CONTAINS 8,770 SQUARE FEET, MORE OR LESS.

As shown on Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, pursuant to Section 65402 of the Government Code of the State of California requires the Planning Commission to review all vacations for conformity with the general plan; and

WHEREAS, provisions of Chapter 3, Part 3 of the California Streets and Highways Code grants the City Council authority to vacate any street or part of any street that it finds is unnecessary for future public use; and

WHEREAS, the proposed vacation has been reviewed by the City of Compton Public Works Department and determined that the area to be vacated will not be necessary for future public use since the Compton High School campus will be expanded to W. Alondra Blvd. and S. Acacia Ave. and a public street will no longer be necessary; and

WHEREAS, the proposed street vacation is vital component to the Compton High School Reconstruction Project; and

WHEREAS, the proposed street vacation was evaluated in the Compton High School Reconstruction Project EIR and the Compton Unified School District adopted and certified the EIR on December 19, 2018 and a subsequent EIR Addendum was adopted and certified by the School District on July 17, 2019. The proposed street vacation is consistent and is within the scope of the project analyzed by both EIRs and therefore no additional environmental analysis is necessary; and

WHEREAS, public hearing notices were mailed out to both owners and occupants located within 500-feet of the subject site on November 25, 2019; and

WHEREAS, a public hearing upon said request for the Street Vacation No. 19-001 was held before the Planning Commission on December 18, 2019; and

WHEREAS, evidence was heard from all persons interested in effecting said street vacation and all persons protesting same, and the Planning Commission being fully informed,

FINDS

1. That the proposed street vacation is conformance with the adopted 1991 General Plan mission statement to revitalize Compton, and create safe, attractive, desirable community for residents and businesses. The proposed street vacation will facilitate the expansion of the high school campus and would allow for the construction of new, modern high campus with several new facilities and amenities that would benefit the community at large.

2. That the proposed street vacation is conformance with Land Use Policy 1.6 of the adopted 1991 General Plan to promote quality design in new developments. The street vacation will facilitate the expansion and reconstruction of a modern high school campus, which will incorporate the newest technologies, latest school facilities planning concepts, provide energy efficient buildings/facilities, provide functional parking lots, and new amenities (i.e. outdoor aquatic center, performing arts center, etc.

3. That the proposed public right-of-way vacation is conformance with Land Use Goal 4.0 of the adopted 1991 General Plan in which it mandates that infrastructure systems and public services be provided that adequately meet the demands created by the land use policy. The street vacation will facilitate the expansion and reconstruction of the Compton High School campus, which will allow for the construction of a new modern high school campus, new facilities such a performing arts center, an outdoor aquatic center, and updated recreational facilities, which will be made available to students and the members of the community.

4. That the proposed street vacation was reviewed by the Public Works Department and determined that the area to be vacated will not be necessary for future public use since the Compton High School campus will be expanded to W. Alondra Blvd. and S. Acacia Ave. and therefore a public street will no longer be required.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF COMPTON RESOLVES:

Section 1. The Planning Commission hereby finds the proposed street vacation of a portion of S. Oleander Ave. (60-feet by approximately 148-feet), located between W. Cocoa St. and W. Alondra Blvd., located adjacent to 417 W. Alondra Blvd., in Compton (Street Vacation No. 19-001), is in conformance with the goals and policies of the City of Compton's adopted 1991 General Plan, and will serve the public interest, and is a public benefit.

ADOPTED this 18th day of December, 2019.

JUANITA GREEN-WRIGHT, CHAIRPERSON

ROBERT DELGADILLO, INTERIM PLANNING DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT "A"

LEGAL DESCRIPTION

THAT PORTION OF OLEANDER AVENUE (FORMERLY OLEANDER STREET) IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 68 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF OLEANDER AVENUE (FORMERLY OLEANDER STREET) LYING SOUTHERLY OF THE WESTERLY PROJECTION OF NORTHERLY LINE OF COCOA STREET AND NORTHERLY OF THE WESTERLY PROJECTION OF THE NORTHERLY LINE OF ALONDRA BOULEVARD (FORMERLY KNOWN AS OLIVE STREET AS SHOWN ON SAID MAP IN BOOK 11 PAGE 68 OF MISCELLANEOUS RECORDS) AS DESCRIBED BY DEED RECORDED IN BOOK 4319 PAGE 238 OF DEEDS, RECORDS OF LOS ANGELES COUNTY, CALIFORNIA.

EXHIBIT "B" ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF

SUBJECT TO: COVENANTS, CONDITIONS, RESERVATIONS, RESTRICTIONS, RIGHTS OF WAY AND EASEMENTS OF RECORD, IF ANY.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECTION.

10/22/2019

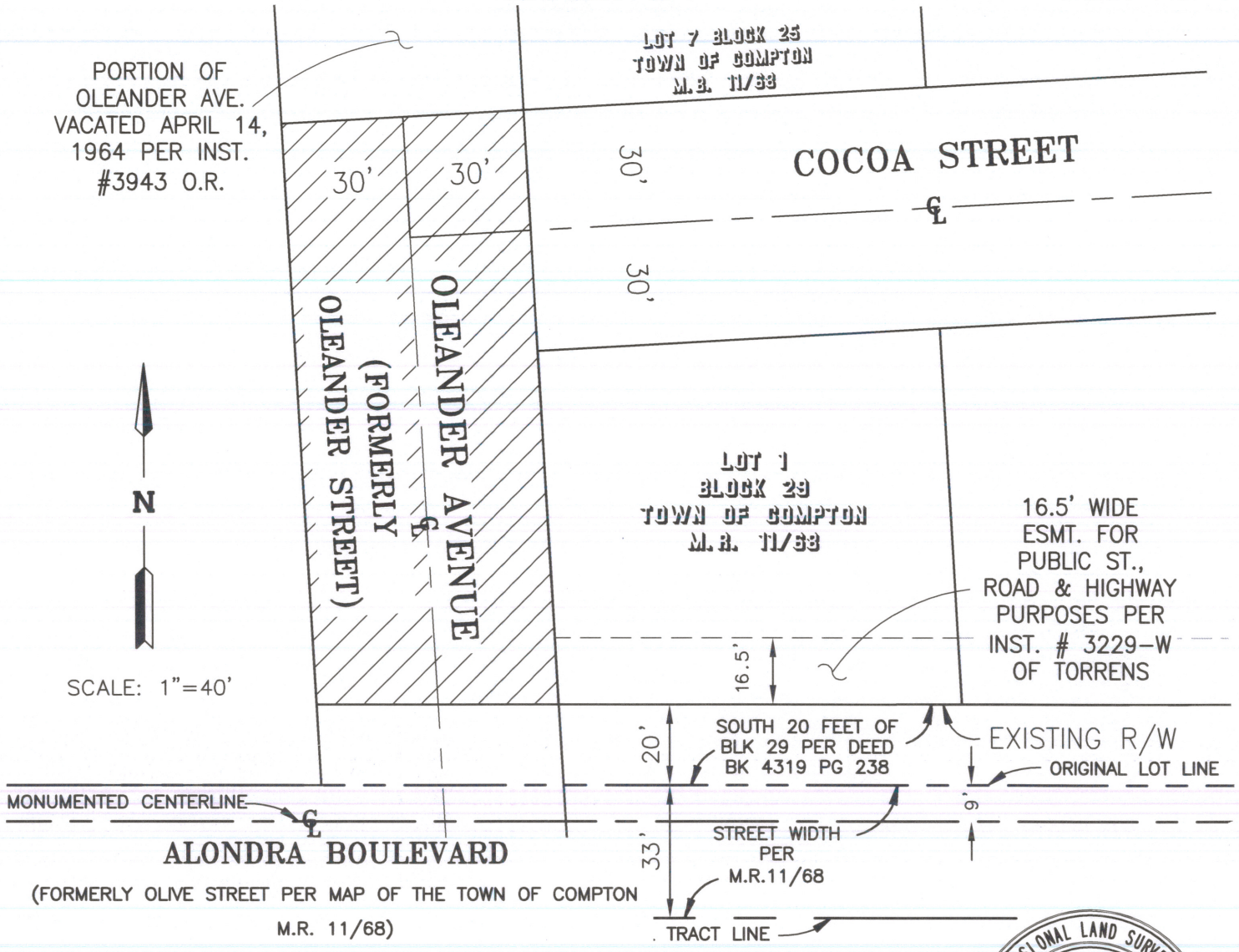
J BRALEY
L.S. NO. 8446

DATE

LICENSED LAND SURVEYOR
J Braley
LS 8446
STATE OF CALIFORNIA

EXHIBIT "B"

SHEET 1 OF 1



LEGEND

STREET VACATION

10/22/2019

J BRALEY
L.S. NO. 8446

DATE

PROFESSIONAL LAND SURVEYOR
J BRALEY
LS 8446
STATE OF CALIFORNIA

PENCO ENGINEERING, INC.
Civil Engineering
Planning
Surveying

16842 Von Karman Ave
SUITE 150
Irvine, California 92606
(949) 753-8111

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

CITY OF COMPTON

STREET VACATION CASE NO. 19-001

SCALE:	AS-SHOWN
DRAWN BY:	JK
CHECKED BY:	JB
DATE:	10/01/19
JOB No.	18048

STREET TO BE VACATED
S. Oleander Ave.
W. Cocoa St.
W. Alondra Blvd.
S Oleander Ave & Alondra Blvd
©2018 Google
Google Earth

April 7, 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 AN AGREEMENT WITH LOS ANGELES COUNTY FOR IMPROVEMENT OF SPECIFIED STREET SEGMENTS AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS IN THE AMOUNT OF $1,529,080**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into an agreement with the County of Los Angeles for the improvement of specified street segments identified on the Highway Element of the City of Compton's ("City") General Plan and on the Los Angeles County's ("County") Highway Plan which are jurisdictionally shared between both government entities, in addition to authorizing the assignment of One Million Five Hundred Twenty Nine Thousand and Eighty Dollars ($1,529,080.00) of Federal Surface Transportation Program-Local Funds to the County as payment of the City's share of the total cost of the improvements in lieu of an allocation from the City's General Fund or Special Revenue funds.

BACKGROUND

The City and County propose to improve the following street segments that are on the Highway Element of the City's General Plan and on the County's Highway Plan and are jurisdictionally shared between the City and County:

Jurisdiction TG 735	Main Street	From	To	Length (Feet)
Los Angeles County	Atlantic Blvd	250 feet north of Alondra Blvd	480 feet north of San Luis St	3300
	Atlantic Blvd	400 north of San Vincent St	100 feet south of McMillan St	1700
	E Alondra Blvd	Butler Ave	White Ave	660
	E Alondra Blvd	170 east of Holly Ave	100 ft east of Thorson Ave	450
	Compton Blvd	Harris Ave	75 East of Williams Ave	2700
	Compton Blvd	140 West of Gibson St	I-710 Freeway	480
	Rosecrans Ave	160 east of Butler	Cookacre Ave	900
	Rosecrans Ave	Atlantic Blvd	Frailey Ave	700
	Rosecrans Ave	180 east of Gibson St	120 west of Manette Pl	400
City of	Atlantic Blvd	380 north of San	480 feet north of San Luis St	800

Compton		Vincent St		
	E Alondra Blvd	100 ft east of Thorson Ave	Butler Ave	580
	Compton Blvd	70 east of Williams	140 West of Gibson St	120
	Rosecrans Ave	Cookacre Ave	Atlantic Ave	270
	Rosecrans Ave	Frailey Ave	180 east of Gibson St	860

The "Compton Boulevard, et al. – East Rancho Dominquez Project" ("Project") includes constructing roadway improvements by cold milling and resurfacing the existing asphalt pavement; constructing or modifying curb ramps and curb drains at various locations; sidewalk reconstruction and repair; parkway improvements and tree planting opportunities; wayfinding signage to connect pedestrians to Los Angeles River; and installing new traffic striping and pavement markings where necessary at various locations in accordance with the current Standard Plans for Public Works Construction and the Standard Specifications for the Public Works Construction.

The scope of work further includes other roadway and drainage improvements within the County's jurisdiction such as installation of stormwater diversion, infiltration, and low impact development in the vicinity off the intersection of Atlantic Avenue and Compton Boulevard.

STATEMENT OF THE ISSUE

The Project is within the shared geographical boundaries of both the City and the County. What's more, the Project is of general interest to the City and County. The County is willing to perform or cause to be performed the preliminary engineering, solicitation of construction bids and award of the construction contract, and contract administration for the Project that the County and City segments of the project. For reference CIP# 18-01, Phase I only covers the segment on Alondra Boulevard to Lime and this project covers the segment on Alondra Boulevard that is east of the County's project, which will be addressed as part of the current design of CIP#1801- Phase 2.

The cost of the Project includes preliminary engineering, construction, and cost of construction administration. The cost of the Project is currently estimated to be $8,500,000.00, with the City's share estimated to be $1,529,080.00 and the County's estimated share being $6,970,920.00.

The City and County are each willing to finance their respective jurisdictional shares of cost of the Project within their jurisdictions. The City's estimated share is the sum of the costs of actual quantities of construction contract items utilized within the City's jurisdiction plus ten (10) percent of that for preliminary engineering cost, fifteen (15) percent of that for construction administration cost, and four and half (4.5) percent of combined costs of preliminary engineering and construction administration towards contract city liability trust fund, totaling $1,529,080.00.

The City is willing to finance its jurisdictional share of the cost of the Project by assigning $1,529,080.00 of its Federal Surface Transportation Program-Local ("STP-L") funds to the County.

The Surface Transportation Program ("STP") provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects.

The County is willing to accept the City's assignment of Federal STP-L Funds and utilize the assignment as credit toward the City's share of cost for the Project. The Los Angeles County Metropolitan Authority has procedures in effect that permit the transfer of Federal STP-L Funds between public agencies. Such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

Due to the lengthy process for the County to approve these types of project through the County Board of Supervisors agenda, County staff is requesting the item be placed on the City Council agenda as soon as possible.

Therefore staff is requesting authorization for the City Manager to enter into an Agreement and Assignment of Federal Surface Transportation Program-Local Funds in the amount of One Million Five Hundred Twenty Nine Thousand and Eighty Dollars ($1,529,080.00), City Council authorization is necessary.

FISCAL IMPACT

The City's portion of the costs for the project is currently estimated at $1,529,080.00. Staff recommends assigning $1,529,080.00 of its Federal Surface Transportation Program-Local funds to the County.

The City currently has 1.5 million of unspent STP-L funds that the County will allow the City to use in lieu of any other funds to pay for the City's portion of the Project. These funds if left unspent will lapse in September 30, 2020.

ALTERNATIVE

The City Council could direct staff not to proceed forward with this agreement with the County of Los Angeles. The City desires to assign its Federal STP-L Funds which is subject to lapse by September 30, 2020 and utilize the assignment as credit toward the City's share of the cost for the Project.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

JOHN STRICKLAND
PROJECT MANAGER

APPROVED FOR FOWARDING:

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 AN AGREEMENT WITH LOS ANGELES COUNTY FOR IMPROVEMENT OF SPECIFIED STREET SEGMENTS AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS IN THE AMOUNT OF $1,529,080

WHEREAS, the City of Compton ("City") and Los Angeles County ("County") propose to improve the following street segments that are on the Highway Element of the City's General Plan and on the County's Highway Plan and are jurisdictionally shared between the City and County:

Jurisdiction TG 735	Main Street	From	To	Length (Feet)
Los Angeles County	Atlantic Blvd	250 feet north of Alondra Blvd	480 feet north of San Luis St	3300
	Atlantic Blvd	400 north of San Vincent St	100 feet south of McMillan St	1700
	E Alondra Blvd	Butler Ave	White Ave	660
	E Alondra Blvd	170 east of Holly Ave	100 ft east of Thorson Ave	450
	Compton Blvd	Harris Ave	75 East of Williams Ave	2700
	Compton Blvd	140 West of Gibson St	I-710 Freeway	480
	Rosecrans Ave	160 east of Butler	Cookacre Ave	900
	Rosecrans Ave	Atlantic Blvd	Frailey Ave	700
	Rosecrans Ave	180 east of Gibson St	120 west of Manette Pl	400
City of Compton	Atlantic Blvd	380 north of San Vincent St	480 feet north of San Luis St	800
	E Alondra Blvd	100 ft east of Thorson Ave	Butler Ave	580
	Compton Blvd	70 east of Williams	140 West of Gibson St	120
	Rosecrans Ave	Cookacre Ave	Atlantic Ave	270
	Rosecrans Ave	Frailey Ave	180 east of Gibson St	860

WHEREAS, the "Compton Boulevard, et al. – East Rancho Dominquez Project" (Project) includes constructing roadway improvements by cold milling and resurfacing the existing asphalt pavement; constructing or modifying curb ramps and curb drains at various locations; sidewalk reconstruction and repair; parkway improvements and tree planting opportunities; wayfinding signage to connect pedestrians to Los Angeles River; and installing new traffic striping and pavement markings where necessary at various locations in accordance with the current Standard Plans for Public Works Construction and the Standard Specifications for the Public Works Construction; and

WHEREAS, the scope of work further includes other roadway and drainage improvements within the County's jurisdiction such as installation of stormwater diversion, infiltration, and low impact development in the vicinity off the intersection of Atlantic Avenue and Compton Boulevard; and

WHEREAS, the Project is within the shared geographical boundaries of the City and the County; and

WHEREAS, the Project is of general interest to the City and County and the County is willing to perform or cause to be performed the preliminary engineering, solicitation of construction bids and award of the construction contract, and contract administration for the Project; and

WHEREAS, the cost of the Project includes the costs of preliminary engineering, cost of construction, and cost of construction administration and the cost of the Project is currently estimated to be $8,500,000.00 with the City's share estimated to be $1,529,080.00 and the County's estimated share being $6,970,920.00; and

WHEREAS, the City and County are each willing to finance their respective jurisdictional shares of cost of the Project within their jurisdictions; and

WHEREAS, the City's estimated share is the sum of the costs of actual quantities of construction contract items utilized within the City's jurisdiction plus ten (10) percent of that for preliminary engineering cost, fifteen (15) percent of that for construction administration cost, and four and half (4.5) percent of combined costs of preliminary engineering and construction administration towards contract city liability trust fund, totaling $1,529,080.00; and

WHEREAS, the City is willing to finance its jurisdictional share of the cost of the Project by assigning $1,529,080.00 of its Federal Surface Transportation Program-Local funds to the County in lieu of an allocation from the City's General Fund or Special Revenue funds; and

WHEREAS, the Surface Transportation Program provides flexible funding that may be used by States and localities for projects to preserve and improve the conditions and performance on any Federal-aid highway, bridge and tunnel projects on any public road, pedestrian and bicycle infrastructure, and transit capital projects; and

WHEREAS, the County is willing to accept the City's assignment of Federal STP-L Funds and utilize the assignment as credit toward the City's share of cost of the Project; and

WHEREAS, the Los Angeles County Metropolitan Authority has procedures in effect that permit the transfer of Federal STP-L Funds between public agencies and such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an Agreement with the County of Los Angeles for the improvement of specified street segments identified on the Highway Element of the City's General Plan and on the County's Highway Plan which are jurisdictionally shared between both government entities, in addition to authorizing the assignment of One Million Five Hundred Twenty Nine Thousand and Eighty Dollars ($1,529,080.00) of Federal Surface Transportation Program-Local Funds to Los Angeles County as payment of the City's share of the total cost of the improvements ("Project") in lieu of an allocation from the City's General Fund or Special Revenue funds.

SECTION 2. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Department.

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

ADOPTED this ____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

AGREEMENT AND ASSIGNMENT OF FEDERAL SURFACE TRANSPORTATION PROGRAM-LOCAL FUNDS

THIS AGREEMENT AND ASSIGNMENT is made and entered into by and between the CITY OF COMPTON, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY), and the LOS ANGELES COUNTY, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CITY and COUNTY propose to improve the following street segments that are on the Highway Element of CITY's General Plan and on COUNTY'S Highway Plan and are jurisdictionally shared between CITY and COUNTY; and

Jurisdiction TG 735	Main Street	From	To	Length (Feet)
Los Angeles County	Atlantic Blvd	250 feet north of Alondra Blvd	480 feet north of San Luis St	3300
	Atlantic Blvd	400 north of San Vincent St	100 feet south of McMillan St	1700
	E Alondra Blvd	Butler Ave	White Ave	660
	E Alondra Blvd	170 east of Holly Ave	100 ft east of Thorson Ave	450
	Compton Blvd	Harris Ave	75 East of Williams Ave	2700
	Compton Blvd	140 West of Gibson St	I-710 Freeway	480
	Rosecrans Ave	160 east of Butler	Cookacre Ave	900
	Rosecrans Ave	Atlantic Blvd	Frailey Ave	700
	Rosecrans Ave	180 east of Gibson St	120 west of Manette Pl	400
City of Compton	Atlantic Blvd	380 north of San Vincent St	480 feet north of San Luis St	800
	E Alondra Blvd	100 ft east of Thorson Ave	Butler Ave	580
	Compton Blvd	70 east of Williams	140 West of Gibson St	120
	Rosecrans Ave	Cookacre Ave	Atlantic Ave	270
	Rosecrans Ave	Frailey Ave	180 east of Gibson St	860

WHEREAS, the scope of work includes constructing roadway improvements by cold milling and resurfacing the existing asphalt pavement; constructing or modifying curb ramps and curb drains at various locations; sidewalk reconstruction and repair; parkway improvements and tree planting opportunities; wayfinding signage to connect pedestrians to Los Angeles River; and installing new traffic striping and pavement markings where necessary at various locations in accordance with the current Standard Plans for Public Works Construction and the Standard Specifications for Public Works Construction; and

WHEREAS, the scope of work further includes other roadway and drainage improvements within the COUNTY'S JURISDICTION such as installation of stormwater

diversion, infiltration, and low impact development in the vicinity off the intersection of Atlantic Avenue and Compton Boulevard; installation of two structural columns to hold banner for future park special events; and

WHEREAS, all the aforementioned work together within CITY and COUNTY JURISDICTIONS are hereinafter referred to as PROJECT and is included in a COUNTY-administered project named Compton Boulevard, et al. Project, may include work on other street segments in COUNTY'S JURISDICTION that are not mentioned in this AGREEMENT AND ASSIGNMENT; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, COUNTY is willing to perform or cause to be performed the PRELIMINARY ENGINEERING, solicitation of construction bids and award of construction contract, and CONTRACT ADMINISTRATION for PROJECT; and

WHEREAS, COST OF PROJECT includes the costs of PRELIMINARY ENGINEERING, COST OF CONSTRUCTION CONTRACT, and costs of CONSTRUCTION ADMINISTRATION as more fully set forth herein; and

WHEREAS, COST OF PROJECT, as defined herein, is currently estimated to be Eight Million and Five Hundred Thousand and 00/100 Dollars ($8,500,000.00) with CITY'S share estimated to be One Million Five Hundred Twenty-Nine Thousand Eighty and 00/100 Dollars ($1,529,080.00) and COUNTY'S estimated share being Six Million Nine Hundred Seventy Thousand Nine Hundred Twenty and 00/100 Dollars ($6,970,920.00); and

WHEREAS, CITY and COUNTY are each willing to finance their respective jurisdictional shares of COST OF PROJECT within their JURISDICTIONS as described in Section (4) a. on page 6; and

WHEREAS, CITY'S estimated share is the sum of the costs of actual quantities of construction contract items utilized within CITY jurisdiction plus ten (10) percent of that for PRELIMINARY ENGINEERING cost, fifteen (15) percent of that for CONSTRUCTION ADMINISTRATION cost, and four and half (4.5) percent of combined costs of PRELIMINARY ENGINEERING and CONSTRUCTION ADMINISTRATION towards contract city liability trust fund altogether for One Million Five Hundred Twenty-Nine Thousand Eighty and 00/100 Dollars ($1,529,080.00); and

WHEREAS, CITY is willing to finance its jurisdictional share of the COST OF PROJECT, currently estimated to be One Million Five Hundred Twenty-Nine Thousand Eighty and 00/100 Dollars ($1,529,080.00) by assigning One Million Five Hundred Twenty-Nine Thousand Eighty and 00/100 Dollars ($1,529,080.00) of its Federal Surface

Transportation Program-Local (STP-L) funds to COUNTY in lieu of cash; and

WHEREAS, COUNTY is willing to accept the CITY'S assignment of Federal STP-L funds and utilize the assignment as credit toward the CITY'S share of COST OF PROJECT; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority has procedures in effect that permit the transfer of Federal STP-L funds between public agencies; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Sections 6500 and 23004, et seq. of the Government Code and Sections 1685 and 1803 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

a. JURISDICTION as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the area within the geographical boundary of the CITY and the unincorporated COUNTY areas mentioned in this AGREEMENT AND ASSIGNMENT.

b. PRELIMINARY ENGINEERING as referred to in this AGREEMENT AND ASSIGNMENT shall consist of environmental findings and approvals/permits; design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; right-of-way engineering and certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids.

c. COST OF CONSTRUCTION CONTRACT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

d. CONSTRUCTION ADMINISTRATION as referred to in this AGREEMENT AND ASSIGNMENT shall consist of construction contract administration, construction inspection, materials testing, construction survey, traffic detour, signing and striping, construction engineering, utility relocation, changes and modifications of plans and specifications for PROJECT necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, construction contingencies, and all other necessary work after advertising of PROJECT for construction bids to cause

PROJECT to be constructed in accordance with said plans and specifications approved by CITY and COUNTY.

e. COST OF PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall consist of the COST OF CONSTRUCTION CONTRACT and costs of PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way certification, utility engineering, and all other work necessary to complete PROJECT in accordance with the approved plans and specifications and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

f. Completion of PROJECT as referred to in this AGREEMENT AND ASSIGNMENT shall be defined as the date of field acceptance of construction of PROJECT by COUNTY and an electronic notification to CITY'S Director of Public Works/City Engineer that the improvements within CITY'S JURISDICTION are transferred to CITY for purpose of operation and maintenance.

(2) CITY AGREES:

a. To review and approve PRELIMINARY ENGINEERING prepared by COUNTY.

b. To finance CITY'S jurisdictional share of COST OF PROJECT, the actual amount of which is to be determined by a final accounting, pursuant to paragraph 4) a., below.

c. To assign One Million Five Hundred Twenty-Nine Thousand Eighty and 00/100 Dollars ($1,529,080.00) of CITY'S Federal STP-L funds to COUNTY as credit to finance its estimated jurisdictional share of the COST OF PROJECT (CITY'S PAYMENT). Such assignment shall be effective upon full execution of this AGREEMENT AND ASSIGNMENT with no further action required by the CITY.

d. To provide COUNTY with conditions for issuance of encroachment, excavation, and construction permit and any other special conditions at the time of plan approval for construction bids so that the permit conditions are fully incorporated into the PROJECT'S plans and specifications that contractors or any other person in charge of construction shall have no merit to request change in work compensation.

e. Upon approval of construction plans for PROJECT and receipt of permit application from COUNTY or its PROJECT contractor, to issue COUNTY a

no-fee permit(s) authorizing COUNTY to construct those portions of PROJECT within CITY'S JURISDICTION.

f. To appoint COUNTY as CITY'S attorney-in-fact for purpose of representing CITY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract and in all things necessary and proper to complete PROJECT.

g. To grant to COUNTY, at no cost to COUNTY, permission to occupy public roads in the CITY and any temporary right of way that CITY owns or has an easement for that is necessary for the construction of PROJECT.

h. To cooperate with COUNTY in conducting negotiations with and, where appropriate, to issue notices to public utility organizations and owners of substructure and overhead facilities regarding the relocation, removal, operation, and maintenance of all surface and underground utilities and facilities, structures, and transportation services that interfere with the proposed construction. Where utilities have been installed in CITY streets or on CITY property, CITY will provide the necessary right of way for the relocation of those utilities and facilities that interfere with the construction of PROJECT at no cost to COUNTY. CITY will take all necessary steps to grant, transfer, or assign all prior rights over the utility companies and owners of substructure and overhead facilities to COUNTY when necessary to construct, complete, and maintain PROJECT or to appoint COUNTY as its attorney-in-fact to exercise such prior rights.

i. Notwithstanding any other provisions of this agreement to the contrary, to be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within CITY'S JURISDICTION

j. Upon completion of PROJECT to accept full and complete ownership of PROJECT within CITY'S jurisdiction, and to operate and maintain in good condition and at CITY'S expense all improvements constructed as part of PROJECT within CITY'S JURISDICTION.

3) COUNTY AGREES:

a. To perform or cause to be performed the PRELIMINARY ENGINEERING, CONSTRUCTION ADMINISTRATION, right-of-way acquisition and clearance matters, and all other work necessary to complete PROJECT.

b. To finance COUNTY'S jurisdictional share of COST OF PROJECT, COUNTY'S actual share will be determined by a final accounting pursuant to paragraph 4) a., below.

c. To obtain CITY'S approval of plans for PROJECT prior to solicitation for construction bids.

d. To solicit PROJECT for construction bids, award and administer the construction contract, do all things necessary and proper to complete PROJECT, and act on behalf of CITY in all negotiations pertaining thereto

e. To require construction contract to name CITY as an additional insured for the PROJECT.

f. To provide all change orders for PROJECT within CITY'S JURISDICTION to CITY in a timely manner via electronic mail notification to the CITY inspector/office engineer assigned to the PROJECT. If CITY does not respond within ten (10) calendar days, COUNTY may proceed with change orders.

g. To be financially responsible for disposal and/or mitigation measures, if necessary, should any hazardous materials, chemicals, or contaminants be encountered during construction of PROJECT within COUNTY'S JURISDICTION.

h. To furnish CITY within one hundred eighty (180) calendar days after acceptance of PROJECT by COUNTY, a final accounting of the actual COST OF PROJECT, including an itemization of actual unit costs and actual quantities for PROJECT.

i. Upon completion of PROJECT, to maintain in good condition and at COUNTY'S expense, all improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

a. The final accounting of the actual total COST OF PROJECT shall allocate said total cost between CITY and COUNTY based on the location of the improvements and/or work done. Thus, the cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within CITY'S JURISDICTION shall be borne by CITY. Such costs constitute CITY'S jurisdictional share of the COST OF PROJECT. The cost of all work or improvements (including all engineering, administration, and all other costs incidental to PROJECT work) located within COUNTY'S JURISDICTION shall be borne by COUNTY. Such costs constitute COUNTY'S jurisdictional share of the COST OF PROJECT.

b. That if at final accounting CITY'S jurisdictional share of COST OF PROJECT exceeds CITY'S PAYMENT, as set forth in paragraph 2) c., above, CITY shall pay to COUNTY the additional amount upon demand. Said demand shall consist of a billing invoice prepared by COUNTY. Conversely, if the CITY'S jurisdictional share is less than CITY'S PAYMENT, COUNTY shall credit the difference to CITY's available Federal STP-L funds within thirty (30) days of the date COUNTY furnishes CITY with the final accounting without further action by CITY.

c. That if CITY'S PAYMENT, as set forth in paragraph 2) c., above is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY within sixty (60) calendar days after the date of said invoice, notwithstanding the provisions of Government Code Section 907, COUNTY may satisfy such indebtedness, including interest thereon, from any funds of CITY on deposit with COUNTY after giving notice to CITY of COUNTY'S intention to do so.

d. CITY shall review the final accounting invoice prepared by COUNTY and report in writing any discrepancies to COUNTY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by CITY to COUNTY within sixty (60) calendar days after the date of said invoice. COUNTY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of CITY'S written report. CITY shall then make payment of the previously disputed charges or submit justification for nonpayment within sixty (60) calendar days after the date of COUNTY'S written justification.

e. That if CITY'S PAYMENT, as set forth in paragraph (2) c. on page 4, is not delivered to COUNTY office, which is described on the billing invoice prepared by COUNTY, within sixty (60) calendar days after the date of said invoice, COUNTY is entitled to recover interest thereon beginning sixty (60) calendar days from the date of the invoice at the rate of interest specified in the General Services Agreement executed by the parties to this AGREEMENT AND ASSIGNMENT currently in effect.

f. COUNTY at any time may, at its sole discretion, designate an alternative payment mailing address and an alternative schedule for payment of CITY funds, if applicable. CITY shall be notified thirty (30) calendar days prior by written notice.

g. During construction of PROJECT, COUNTY shall furnish an inspector or other representative to perform the functions of an inspector. CITY may also furnish, at no cost to COUNTY, an inspector or other representative to inspect construction of PROJECT. Said inspectors shall cooperate and

consult with each other, but the orders of COUNTY inspector to the contractors or any other person in charge of construction shall prevail and be final.

h. This AGREEMENT AND ASSIGNMENT may be amended or modified only by mutual written consent of CITY and COUNTY. Amendments and modification of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

i. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: City of Compton
Attn: Craig J. Cornwell, City Manager
205 South Willowbrook Avenue
Compton, CA 90220-3190

COUNTY: Mr. Mark Pestrella
Director of Public Works
Los Angeles County
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

J. Other than as provided below, neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT AND ASSIGNMENT.

j. Neither COUNTY nor any officer or employee of COUNTY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT within the CITY'S JURISDICTION or arising from acts or omissions on the part of the CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the CITY under this AGREEMENT AND ASSIGNMENT, including liability under the Comprehensive Environmental, Response,

Compensation and Liability Act of 1980 (CERCLA) and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

k. Other than as provided below, neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT. It is also understood and agreed that, pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT AND ASSIGNMENT.

l. Neither CITY nor any officer or employee of CITY shall be responsible, directly or indirectly, for damage or liability arising from or attributable to the presence or alleged presence, transport, arrangement, or release of any hazardous materials, chemicals, or contaminants present at or stemming from the PROJECT that is not within the CITY'S JURISDICTION or arising from acts or omissions on the part of the COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of the COUNTY under this AGREEMENT AND ASSIGNMENT, including liability under the CERCLA and under the California Health and Safety Code. It is understood and agreed pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any such damage, liability or claim. In addition to being an agreement enforceable under the laws of the State of California, the foregoing indemnity is intended by the parties to be an agreement pursuant to 42 U.S.C. Section 9607(e), Section 107(e), of the amended CERCLA, and California Health and Safety Code Section 25364.

m. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or

employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT AND ASSIGNMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

n. The provisions of this AGREEMENT AND ASSIGNMENT shall supersede and control over any provisions inconsistent herewith in the Assumption of Liability Agreement 32053 between CITY and COUNTY, adopted by the Board of Supervisors on November 14, 1977, and currently in effect.

o. That the Los Angeles County authorizes the Director of Public Works to assign to the City of Compton all of its right, title, and interest in any unlapsed portion of the one-year warranty granted to the County of Los Angeles by the construction contractor performing the road improvement work. This assignment is effective following completion of PROJECT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT AND ASSIGNMENT to be executed by their respective officers, duly authorized, by the CITY OF COMPTON on _____, 2020, and by the LOS ANGELES COUNTY Board of Supervisors on _____, 2020.

LOS ANGELES COUNTY

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer of the
Board of Supervisors
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Deputy

CITY OF COMPTON

By _____
City Manager

_____
Date

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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ATTACHMENT X

City of Compton Jurisdiction

CITY OF COMPTON

PROJECT LIMIT

There are several segments within the project limits that are in the City of Compton's jurisdiction. The City's funding contribution may go towards design and/or construction.

See Page 3 for the limits of the proposed scope of work for the project.

PROPOSED SCOPE OF WORK

ROADWAY

- Pavement resurfacing with dig outs at the severely alligatored or distressed areas. Resurfacing entails cold milling the existing Asphalt Concrete (AC) pavement the full width of roadway 2 inches in depth and constructing 2 inches of Asphalt Rubber Hot Mix (ARHM) over the cold milled surface. Dig outs will remove the entire thickness of existing AC pavement and replace it with 4 inches of AC as a minimum.
- Construct curb ramps where missing and reconstruct existing curb ramps to current ADA standard.
- As needed parkway improvements including sidewalk and driveway concrete repairs, as well as tree removals, replacements, and trees to be root pruned.

TRAFFIC

- Traffic safety enhancements such as curb extensions, left turn phasing, crosswalk upgrades, and traffic signal improvements.

The following table is a summary of the preliminary proposed scope of work for each intersection:

Intersection	Scope	Jurisdiction
Rosecrans Ave & Atlantic Ave	Left turn phasing, leading pedestrian interval (LPI), accessible pedestrian signal (APS), upgrading crosswalks and curb ramps, countdown pedestrian heads, traffic systems improvements	County & City
Compton Blvd & Harris Ave	Paint and bollard curb extensions, left turn phasing, LPI, APS, ADA	County & City

	push button, upgrading crosswalks and curb ramps, countdown pedestrian heads, traffic systems improvements	
Alondra Blvd & Butler Ave	PAWB, concrete curb extensions	County & City
Alondra Blvd & White Ave	Upgrade crosswalks, countdown pedestrian heads	County & City

For the intersection of Compton Blvd at Harris Ave, the City of Compton will continue to maintain the signal per the terms and condition of the existing agreement.

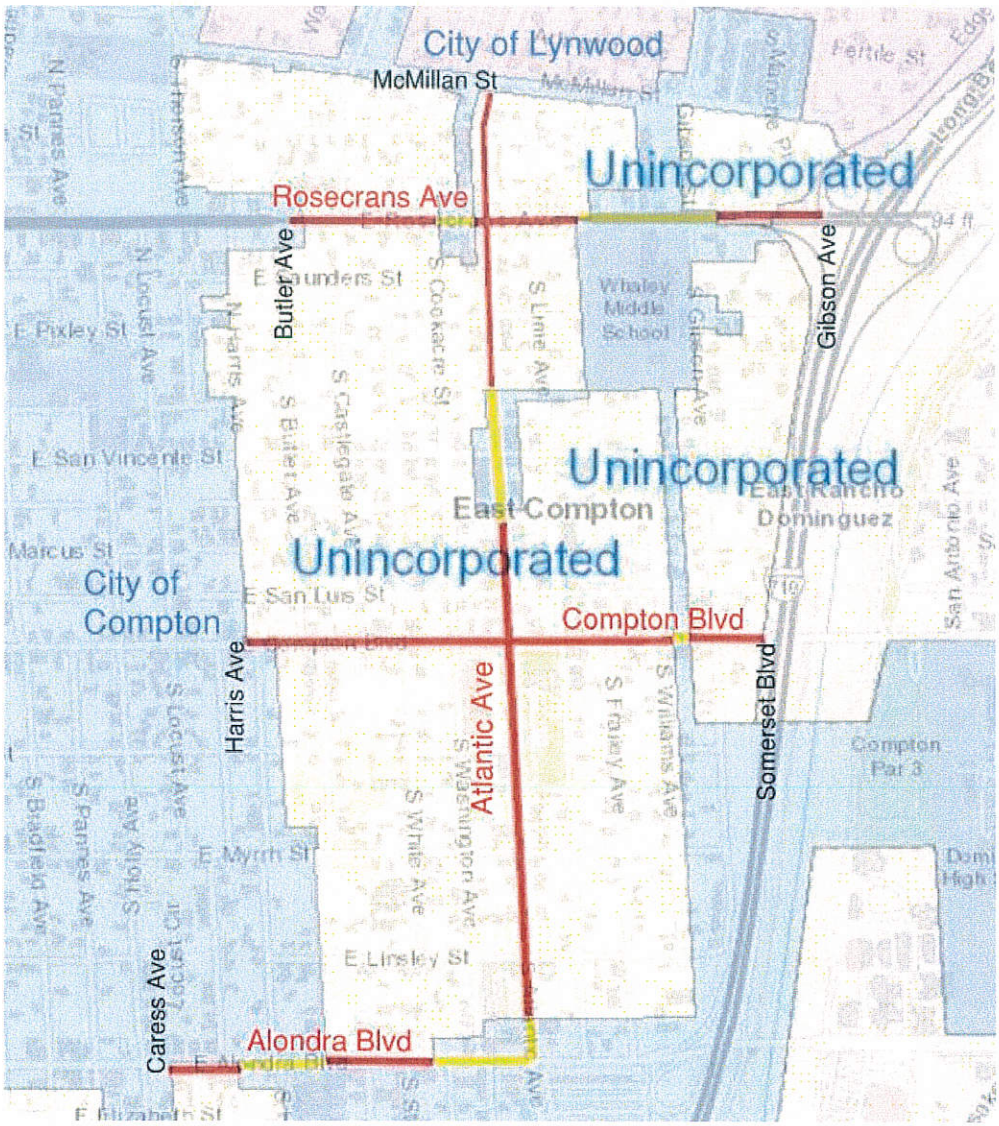
PRELIMINARY ESTIMATE

	City of Compton
Preliminary Engineering	$112,302
Construction Cost	$1,023,022
Construction Contingency (10% of Engineer's Estimate)	$112,302
Construction Engineering (15% of Construction Contract)	$168,453
Contract Cities Liability Trust Fund (4.5%)	$13,000
Total:	$1,529,080

APROVED:

_____ _____

City of Compton **Date**

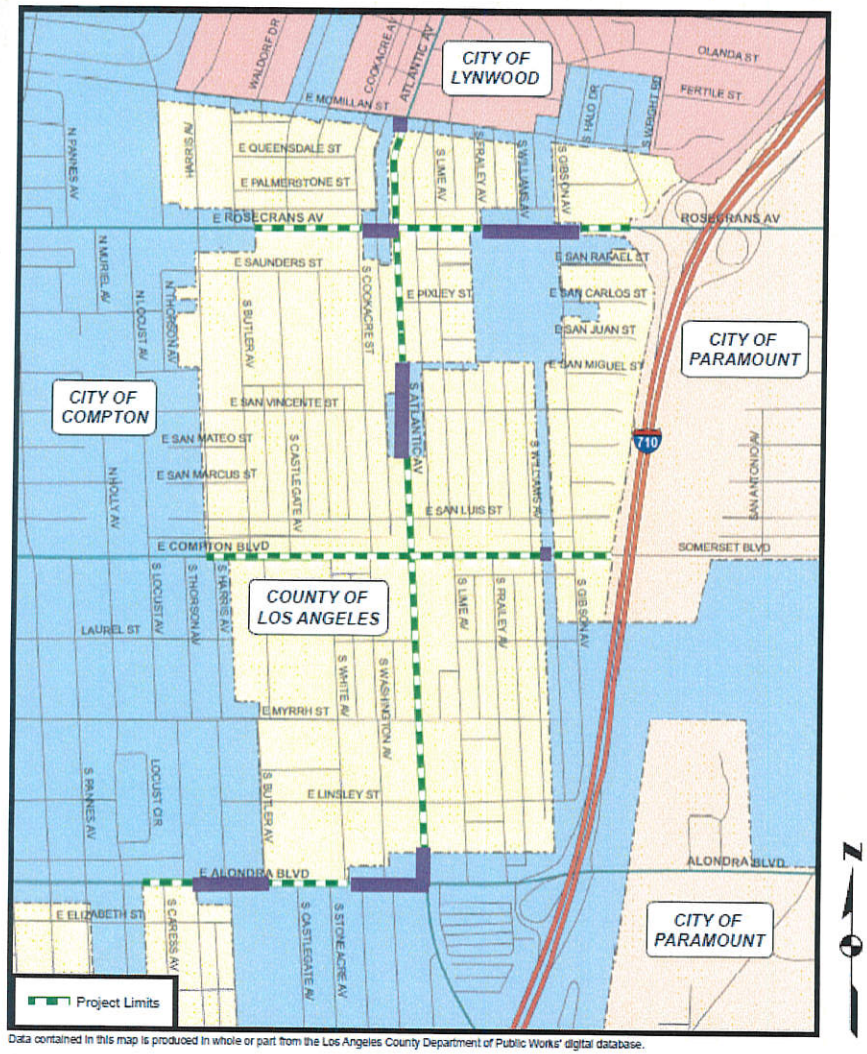


Location Map

County of Los Angeles project limits
City of Compton project limits

City Limits	From	To
Alondra Blvd	Thorson Ave	Butler Ave
	White Ave	Atlantic Ave
Atlantic Ave	Alondra Blvd	250' N/o Alondra Blvd
	400 S/o San Vicente	500' S/o Pixley St
Compton Blvd	90' E/o Williams Ave	180' E/o Williams Ave
Rosecrans Ave	Cookacre St	Atlantic Ave
	Frailey Ave	150' E/o Gibson Ave

City of Compton Participation



- 7 segments
- Approx. 0.5 miles total
- Pavement, curb ramp upgrades and sidewalk repair

Public Works
LOS ANGELES COUNTY

April 7, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE DEATH OF DEMETRIUS BRACKEN AND THE ATTEMPTED MURDER OF DEVION COX ($10,000)

SUMMARY

The City Council will consider adopting a Resolution authorizing a reward in the amount of Ten Thousand Dollars ($10,000.00) for information leading to the identification, apprehension and conviction of any person or persons responsible for the death of Demetrius Bracken and the attempted murder of Devion Cox.

BACKGROUND

Demetrius Bracken, age 46, and his nephew, Devion Cox, age 26, along with their family were longtime residents of the City of Compton. Demetrius attended El Segundo Elementary School, Vanguard Jr. High School and Centennial High School where he played basketball for the Centennial Apaches.

On December 30, 2018, at approximately 1:37 p.m., the victims were saying goodbye to one another in front of their family home located at 2004 North Parmalee Avenue in the city of Compton, California. As the victims stood on the sidewalk, an unknown male suspect exited the rear passenger door of a black Chevrolet Tahoe which was occupied by several unknown individuals. After exiting the Tahoe, the suspect approached the victims on foot and fatally shot Demetrius Bracken and injured Davion Cox. The suspect then ran back to the Chevrolet Tahoe and fled the scene along with the driver and other occupants of the vehicle.

STATEMENT OF ISSUE

California Government Code Section 53069.5 authorizes a local agency to offer and pay a reward, in an amount to be determined by the local agency, for information leading to the determination of the identity of, and the apprehension of, any person whose willful misconduct results in the injury or death to any person or who willfully damages or destroys any property. On September 18, 2007, the City Council of the City of Compton adopted Ordinance No. 2,165 (codified at Section 7-18 *et. seq.* of the Compton Municipal

Code) authorizing the offering of a reward for information leading to the determination of the identity of, and the apprehension of and/or conviction of any person whose willful misconduct results in the injury or death to any person, or whose willful misconduct results in damage or destruction of property.

Los Angeles County Sheriff Department ("LASD") Detectives believe that there are witnesses in the nearby area that may have seen the suspects leave the area or know their identities. LASD is seeking the public's assistance and are asking anyone with information to contact the Sheriff's Department Homicide Bureau at (323) 890-5500. Those who wish to remain anonymous can call Crime Stoppers at (800) 222-8477 or text "TIPLA" plus your tip to 274637.

FISCAL IMPACT

The fiscal impact of the reward will not exceed Ten Thousand Dollars ($10,000.00). Funds are available in the Fiscal Year 2019-2020 Budget in Account No. 1001-420-000-4249 (Special Department Expense).

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 A REWARD FOR INFORMATION LEADING TO THE IDENTIFICATION, APPREHENSION AND CONVICTION OF ANY PERSON OR PERSONS RESPONSIBLE FOR THE DEATH OF DEMETRIUS BRACKEN AND THE ATTEMPTED MURDER OF DEVION COX ($10,000)

WHEREAS, California Government Code Section 53069.5 authorizes a local agency to offer and pay a reward, in an amount to be determined by the local agency, for information leading to the determination of the identity of, and the apprehension of, any person whose willful misconduct results in the injury or death to any person or who willfully damages or destroys any property; and

WHEREAS, on September 18, 2007, the City Council of the City of Compton adopted Ordinance No. 2,165 (codified at Section 7-18 *et. seq.* of the Compton Municipal Code) authorizing the offering of a reward for information leading to the determination of the identity of, and the apprehension of and/or conviction of any person whose willful misconduct results in the injury or death to any person, or whose willful misconduct results in damage or destruction of property; and

WHEREAS, Demetrius Bracken, age 46, and his nephew, Devion Cox, age 26, along with their family were longtime residents of the City of Compton. Demetrius attended El Segundo Elementary School, Vanguard Jr. High School and Centennial High School where he played basketball for the Centennial Apaches; and

WHEREAS, on December 30, 2018, at approximately 1:37 p.m., the victims were saying goodbye to one another in front of their family home located at 2004 North Parmalee Avenue in the city of Compton, California. As the victims stood on the sidewalk, an unknown male suspect exited the rear passenger door of a black Chevrolet Tahoe which was occupied by several unknown individuals. After exiting the Tahoe, the suspect approached the victims on foot and fatally shot Demetrius Bracken and injured Davion Cox. The suspect then ran back to the Chevrolet Tahoe and fled the scene along with the driver and other occupants of the vehicle; and

WHEREAS, the Los Angeles County Sheriff Department (“LASD”) Detectives believe that there are witnesses in the nearby area that may have seen the suspects leave the area or know their identities. LASD is seeking the public's assistance and are asking anyone with information to contact the Sheriff's Department Homicide Bureau at (323) 890-5500. Those who wish to remain anonymous can call Crime Stoppers at (800) 222-8477 or text "TIPLA" plus your tip to 274637; and

WHEREAS, it is believed that the offering of a reward may often encourage the public’s cooperation to provide valuable assistance to the City and its law enforcement agency to apprehend those responsible for committing such terrible acts of violence.

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

SECTION 1. That the City of Compton hereby authorizes the offering of a reward in the amount of Ten Thousand Dollars ($10,000.00) for information leading to the identification, apprehension and conviction of any person or persons responsible for the death of Demetrius Bracken and attempted murder of Devion Cox.

SECTION 2. That the funds for this reward are available in the Fiscal Year 2019-2020 Budget in Account No. 1001-420-000-4249 (Special Department Expense).

SECTION 3. That private donations may be added to City funds to increase the size of this reward offer.

SECTION 4. That any claim for this reward shall follow the procedures set forth in Chapter VII, Section 7-18 *et. seq.* of the Compton Municipal Code.

SECTION 5. That certified copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Attorney, City Clerk and the Los Angeles County Sheriff's Department-Compton Station.

SECTION 6. 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

April 7, 2020

TO: HONORABLE 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 A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($2,666,900)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a construction contract with Hardy & Harper, Inc. ("Hardy & Harper") for road repair services Citywide, establish a purchase order in the amount of Two Million Six Hundred Sixty Six Thousand Nine Hundred Dollars ($2,666,900.00) and authorize a Project contingency amount of Two Hundred Sixty Six Thousand Six Hundred and Ninety Dollars ($266,690.00).

BACKGROUND

In 2017, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 125 miles of "Fair" to "Very Poor" condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

The Road Repair Services Project consist of providing road repair services Citywide in accordance to the contract specifications and other contract documents. Specifically, the Project will consist of pavement repairs such as pothole repairs and grind & overlay rehabilitation methods on distressed areas.

In March 2020, the Public Works Department solicited Notice of Inviting Bids to contractors for the road repair services Citywide. The Project was advertised in the Compton Bulletin and the City's website on March 18th and March 25th, 2020. Bids were received and opened on April 2nd, 2020. Three (3) bids were received from the following contractors:

Contractors	Amount
All American Asphalt	$3,496,800
Hardy & Harper, Inc.	$2,666,900
Shawnan	$3,782,000

Based upon review of the submitted bid documents, it has been determined that Hardy & Harper submitted the lowest responsive bid.

STATEMENT OF THE ISSUE

The City reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive bidder and reject all other bids. After careful consideration, City staff deemed Hardy & Harper as the lowest responsive bidder. Accordingly, staff recommends City Council award the construction contract to Hardy & Harper in the amount of $2,666,900.00 and issuance of a purchase order for the Project in the amount of $1,000,000. Additionally, staff recommends issuance of a ten percent (10%) contingency in the amount of $266,690.00 for any unforeseen costs be authorized for this Project.

FISCAL IMPACT

Funds for this expenditure in the amount of $1,000,000 ($2,666,900 construction costs plus $266,690 recommended contingency = $2,933,590) are available in the Public Works Fiscal Year 2019-2020 budget and the remaining funds will be budgeted in Fiscal Year 2020-2021:

FY 2019-2020

Account No.	Description	Amount
1004-720-000-4300	Capital Outlay	$313,478
1001-610-000-4300	Capital Outlay	$103,200
1004-610-000-4300	Capital Outlay	$583,322
	TOTAL	**$1,000,000**

FY 2020-2021

Staff will budget the remaining balance of $1,933,590 in fiscal year 2020-2021.

ALTERNATIVE

Council can reject the bid and instruct staff to re-advertise, however, due to the desire of the City to move forward with this Project, no other alternative is being proposed at this time.

RECOMMENDATION

That the City Council adopt the attached Resolution.

JOHN STRICKLAND,
PROJECT MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($2,666,900)

WHEREAS, in 2017, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 125 miles of "Fair" to "Very Poor" condition categories of streets and these findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, the Road Repair Service Project consist of providing road repair services Citywide in accordance to the contract specifications and other contract documents, specifically, the Project will consist of pavement repairs such as pothole repairs and grind & overlay rehabilitation methods on distressed areas; and

WHEREAS, in March 2020, the Public Works Department solicited a Notice of Inviting Bids (NIB) to contractors for the road repair services Citywide; and

WHEREAS, the Project was advertised in the Compton Bulletin and on the City's website on March 18th and March 25th, 2020 and bids were received and opened on April 2, 2020; and

WHEREAS, three (3) bids were received from the following contractors:

Contractors	**Amount**
All American Asphalt	$3,496,800
Hardy & Harper, Inc.	$2,666,900
Shawnan	$3,782,000

WHEREAS, based upon review of submitted bid documents, it has been determined that Hardy & Harper, Inc. submitted the lowest responsive bid; and

WHEREAS, staff recommends City Council award the construction contract to Hardy & Harper in the amount of $2,666,900.00; and

WHEREAS, staff recommends establishing a ten percent (10%) contingency in the amount of $266,690.00 for any unforeseen costs be authorized for this Project; and

WHEREAS, funds for this expenditure in the amount of $1,000,000 ($2,666,900 construction costs plus $266,690 recommended contingency = $2,933,590) are available in the City's Annual Fiscal Year 2019-2020 budget and the remaining funds of $1,933,590 will be budgeted in Fiscal Year 2020-2021:

FY 2019-2020

Account No.	**Description**	**Amount**
1004-720-000-4300	Capital Outlay	$313,478
1001-610-000-4300	Capital Outlay	$103,200
1004-610-000-4300	Capital Outlay	$583,322
	TOTAL	**$1,000,000**

FY 2020-2021

Staff will budget the remaining balance of **$1,933,590** in fiscal year 2020-2021.

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

SECTION 1. That the bid of Hardy & Harper, Inc. in the amount of Two Million Six Hundred Sixty Six Thousand and Nine Hundred Dollars ($2,666,900.00) is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with Hardy & Harper, Inc. for services performed on the Road Repair Services Project.

SECTION 3. That funds for this expenditure in the amount of $1,000,000 ($2,666,900 construction costs plus $266,690 recommended contingency = $2,933,590) are available in the City's Annual Fiscal Year 2019-2020 budget and the remaining funds of $1,933,590 will be budgeted in Fiscal Year 2020-2021:

FY 2019-2020

Account No.	**Description**	**Amount**
1004-720-000-4300	Capital Outlay	$313,478
1001-610-000-4300	Capital Outlay	$103,200
1004-610-000-4300	Capital Outlay	$583,322
	TOTAL	**$1,000,000**

FY 2020-2021

Staff will budget the remaining balance of **$1,933,590** in fiscal year 2020-2021.

SECTION 4. That a purchase order in the amount of $1,000,000.00 for construction costs is established for Hardy & Harper, Inc.

SECTION 5. That a Project contingency amount of Two Hundred Sixty Six Thousand Six Hundred and Ninety Dollars ($266,690) is hereby authorized.

SECTION 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 7. 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

CONSTRUCTION SERVICES CONTRACT
BETWEEN
CITY OF COMPTON
AND
HARDY & HARPER, INC.
[Road Repair Services – City-wide Pothole Repair Project]

This **CONTRACT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **HARDY & HARPER, INC.** (hereinafter referred to as "**CONTRACTOR"**) located at 32 Rancho Circle, Lake Forest, California 92630.

RECITALS:

A. City is a municipal corporation duly organized and validly existing under the law of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. City and Contractor enter into this Contract for the purpose of retaining Hardy & Harper, Inc. (Contractor/License No. 215952) to perform that work required pursuant to the "Road Repair Services Project – Pothole Repair" ("Project")**.**

D. Authorization to enter into this Contract is pursuant to Resolution No. _____, adopted by the City Council on _____, 2020.

WHEREFORE, the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as set forth below:

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 **"Work"** consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 **"Contract Documents"** consists of this Contract (including all exhibits and schedules), any amendments and clarifications issued thereto, any "Bid/Unit Price Proposal/Scope of Work" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction ("Greenbook"), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, California Manual on Uniform Traffic Control Devices (CAMUTCD), latest Edition, MUTCD Latest California Supplement, and any and all other documents identified in the Contract Documents which together form the Contract between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

Contractor accepts the obligation of trust and confidence established between it and City by this Contract and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Contract, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

1.4 Standard of Care.

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and Work required by the Contract Documents. In the event portions of the Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

1.5 Compliance with Applicable Laws.

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract. Contractor shall also comply with the following laws:

1.5.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

1.5.2 Clayton Act and Cartwright Act. In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

1.5.3 Subletting and Subcontracting. Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

1.5.4 State Prevailing Wage Requirements. The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

.a Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City**,** as penalty of not more than **Two Hundred Dollars (200.00)** for each calendar day or portion thereof, for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Contract, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages,

overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.5.5 Employment of Apprentices. Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

.a Contractor shall forfeit to the City**,** as penalty of not more than **One Hundred Dollars ($100.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

1.5.6 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.7 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of this Contract. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Contract to make the verifications and comply with all requirements and restrictions provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this section. Should Contractor employ undocumented aliens for the performance of work covered by this Contract, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Michael Murray, Vice-President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.6.2 City's Representative. City hereby designates the Director of the Public Works Department, or his/her designee, as City's Representative for this Project.

1.7 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.8 Permits/Licenses.

Contractor verifies that it possesses all required **"Class"** Contractor's License(s) adequate to perform the work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

Prior to or at the time of execution of this Contract, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers, necessary tools, expendable equipment, all utility and transportation services and other facilities required to complete the following Work:

CITY-WIDE ROAD REPAIR SERVICES (POTHOLES)

The City-Wide Road Repair Services Project is aimed to provide city-wide street pavement services in accordance to the contract specifications and other contract documents. The project will consist of pavement repairs such as pothole repairs on alligator areas. City shall provide the Contractor with street segment(s) and/or location(s) where repairs and work are to be performed. Contractor shall provide staff with the time and costs to complete the work and schedule to perform the requested repairs. After review, the City shall authorize the Contractor to perform the requested repairs and work.

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

Contractor shall bear all costs associated with this Work, including, but not limited to, all

professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Two Million Six Hundred Sixty Six Thousand Nine Hundred Dollars ($2,666,900.00)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, the City shall have the right to delay payment and/or terminate this Contract in accordance with the provisions noted herein.

Contractor shall be reimbursed in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Public Works Director/City Engineer or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days,

due to factors beyond the control of the City; or

- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Term.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the each of the requested segment(s) and/or location(s)

identified by the City for repairs and work is completed or within a total of **One Hundred Eighty (180) working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Contract is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS CONTRACT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS ($1,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS CONTRACT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR CONTRACT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

_____	_____
City of Compton – City Manager	**Contractor – Hardy & Harper, Inc.**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for each street segment(s) and/or location(s) identified and requested for repairs and Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time.

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Contract and other Contract Documents.

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

5.1.3 Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

5.4.2 Contractor shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect:

.a Employees and all other persons at the Project sites/locations;

.b Materials and equipment stored on the Project sites/locations or off the Project sites/locations at locations for use in performance of the Work; and

.c The Project and all property located at the Project sites/locations, whether or not said property or structures are part of the Project or involved in the Work.

5.4.3 Contractor shall designate an individual at the Project sites/locations in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

5.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

5.4.5 If City deems any part of the Work or Project sites/locations unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the Work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the Contract Price or Contract Time.

5.4.6 Should this work involve digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

.a Material the Contractor believes may be material that is hazardous waste, as defined in *Section 25117 of the Health and Safety Code that* is required to be removed to a Class I, Class II or Class III disposal Project sites/locations.

.b Subsurface or latent physical conditions at the Project sites/locations differing from those indicated by information about the Project sites/locations made available to bidders prior to deadline for submitting bids.

.c Unknown physical conditions at the Project sites/locations of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

5.4.7 Contractor represents that in advance of the excavation of any trench deeper than five (5) feet, it shall submit for acceptance by the City or a registered civil or structural engineer, employed by the City, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for

all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

5.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

5.7 Separate Contractors.

5.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Project sites/locations, so that the Project can be completed in an orderly and coordinated manner without delay.

5.7.2 If any part of the Work depends upon other work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: Contracts; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such

court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Contract or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Contract.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, and concurrently with the execution of this Contract, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name the City as obligee.

7.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

7.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

8.0 INSURANCE

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Contract the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

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

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

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 11 88, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one

insured against another; or (6) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Contract.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

8.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

8.6 Evidence of Insurance. ***The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City.*** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

8.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

8.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies. Contractor shall submit proof of compliance with this provision upon request of the City.

9.0 CHANGE ORDERS

9.1 Changes. City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

9.2 Change Orders. A Change Order is a written order signed by City and Contractor, and issued after execution of this Contract, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Michael Murray**, **HEREBY CERTIFY** that I am the Vice - President, and duly authorized representative of the Contractor firm of **Hardy & Harper, Inc.** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract; nor (iii) paid, or agreed to

pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Contract.

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

10.2.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

10.2.2 Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

10.2.3 Does not have a proposed debarment pending; and

10.2.4 Has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

10.2.5 Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and

10.2.5 Have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Contract on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Michael Murray, Vice-President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

11.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Contract in the event that Contractor fails or

refuses to perform any of the obligations set forth in this Contract or the other Contract Documents, and fails to cure such default in the manner required hereafter.

11.1.2 Opportunity to Cure Default. Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) working days after receipt of such written notice.

11.2 City's Rights and Remedies Upon Default.

11.2.1 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Contract within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

.a Delete Certain Services. City may, without terminating this Contract, delete certain portions of the Work, reserving to itself all rights to recover losses related thereto.

.b Perform and Withhold. City may, without terminating this Contract, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.c Suspend this Contract. City may, without terminating this Contract and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

.d Terminate this Contract. City may terminate all or any part of this Contract for cause according to the notice provisions set forth in this Contract, reserving to itself all rights to recover losses related thereto.

.e Invoke the Performance Bond. City may, with or without terminating this Contract and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

11.2.2 Rights Cumulative. All of City's rights and remedies under this Contract is cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Contract, to withhold all or a portion of the monies owing or retained until final

completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Contract and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

11.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Contract; (v) failure to perform according to this Contract or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

11.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 11.4.1, below.

11.2.6 Damages to City.

.a Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Contract or the other Contract Documents.

.b Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.c No Release. If, however, City elects to terminate this Contract for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Contract. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Contract. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

11.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

11.3.2 Suspension Order Required. The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

11.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Contract in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 11.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

11.4.1 Contractor Obligations. Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

.a Immediately discontinue performance to the extent specified in the notice;

.b Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.c Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.d Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.e Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

11.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 11.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Contract the following:

.a The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

.b Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

11.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

11.5 Contractor's Rights and Remedies.

11.5.1 Contractor's Remedies. Contractor may terminate this Contract for cause only upon the occurrence of one of the following:

.a The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.b City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Contract.

11.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disContract with City, including, without limitation, any disputes or disContracts over payments of funds that are disputed in good faith by City.

12.0 MISCELLANEOUS PROVISIONS

12.1 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.2 Governing Law. This Contract shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12.3 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Contract, the relationship between City and Contractor, Contractor's performance on the Project, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its Trade Contractors who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

12.4 Severability. Should any part of this Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

12.5 Successors and Assigns. This Contract shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Contract without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

12.6 Interpretation. Contractor and City acknowledge that the terms of this Contract has been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

12.7 Survival. All provisions of this Contract which by their nature continue beyond the termination or completion of performance under this Contract, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

12.8 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

12.9 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

12.10 Copyrights. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

12.11 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

12.12 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors.

12.13 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

12.14 Waivers. A waiver by either party to this Contract of any breach of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

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

12.16 Entire Contract. The Contract Documents represent the entire and integrated Contract between City and Contractor and supersedes all prior negotiations, representations or Contracts, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

12.17 Water Pollution Control.

12.17.1 Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public

Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of **One thousand Dollars ($1,000.00)** for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

12.18 Execution Authority. The person(s) executing this Contract on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said party, (iii) by so executing this Contract, such party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other Contract to which said party is bound. The Contractor shall complete a W9 Form in the form provided by the City.

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5th) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

13.2 Addresses. All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 605-6326 – Fax

with copies to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

All notices, demands or requests from City to Contractor shall be addressed to:

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, California 92630
Attn: Michael Murray
(714) 444-1851
(714) 444-2801 - Fax

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

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

HARDY & HARPER, INC.
CONTRACTOR

Dated: _____ **By _____**
Michael Murray, Vice - President

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Craig J. Cornwell, City Manager

Approved as to form:

By _____ **Dated: _____**
Damon M. Brown, City Attorney

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

		ALL AMERICAN ASPHALT				
NO.	ITEM	QTY	UNIT	UNIT COSTS		AMOUNT
1	Pothole Repair	40,000	Per S.Y.	53		2,120,000
2	Asphalt Installation	10,000	Tons	136		1360000
3	Adjust Sewer Manholes	12	Each	1400		16800
						3,496,800

HARDY & HARPER, INC.					SHAWNAN			
QTY	UNIT	UNIT COSTS		AMOUNT	QTY	UNIT	UNIT COSTS	
40,000	Per S.Y.	23.07		922,800	40,000	Per S.Y.	73	
10000	Tons	172.97		1729700	10000	Tons	85	
12	Each	1200		14400	12	Each	1000	
				2,666,900				

AMOUNT
2,920,000
850000
12000
3,782,000