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 ("ADA") 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
07/14/2020
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
Title: City Controller
Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
Two (2) Potential cases
Pursuant to California Government Code Section 54956.9(a)

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

OPENING

HEARINGS

5:35 P.M. - PUBLIC HEARING - INTENT TO VACATE A SECTION OF EXCESS PUBLIC ALLEY RIGHT-OF-WAY LOCATED NEAR 538 E. OAKS STREET AND 1805 N. SANTA FE AVENUE (Item #15)

5:45 P.M. - PUBLIC HEARING - SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES PROPOSED TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021 (Item #16)

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. JUNE 23, 2020

CITY MANAGER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SAMBASAFETY FOR PROVISION OF CONTINUOUS CITY EMPLOYEE DRIVING MONITORING SERVICES ($30,000)

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CITYWIDE ROAD REPAIR SERVICES PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZING THE RELEASE OF THE CONTRACTOR'S RETENTION ($123,737.48)

REGULAR AGENDA

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

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

   APPOINTMENT OF MAYOR PRO TEM
   COUNCILWOMAN MICHELLE CHAMBERS

CITY MANAGER'S REPORT

5. ORAL REPORT - CENSUS UPDATE

6. EMPLOYEE RECOGNITION:
   Patricia Maloney
   Nima Bhakta Patel
   LASD - Special Assignment Officers - Lt. Craig Walker, Sgt. Samuel Orozco, Deputies Irma Montoya, Giovani Rico, Eric Sandoval, Nestor Sandoval, Samantha Ceniceros, Charlie Garzon, Sonny Solomau

7. POWER POINT PRESENTATION - ILLEGAL FIRWORKS SUPPRESSION REPORT

8. POWER POINT PRESENTATION - FISCAL YEAR 2020-2021 RECREATION UPDATE

9. A REQUEST TO SCHEDULE A COUNCIL WORKSHOP FOR THE COMPTON STATION TRANSIENT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN (July 28, 2020 at 5:35)

CITY ATTORNEY'S REPORTS

10. POWER POINT PRESENTATION - FIREWORK ORDINANCE FINES

11. POWER POINT PRESENTATION - WOODLAWN AND ANGELUS ABBEY CEMETERIES

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING SIDE LETTER AGREEMENTS AMENDING THE MEMORANDUMS OF AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL EMPLOYEE BARGAINING UNITS AFSCME LOCAL 2325 AND SEIU LOCAL 721 TO TRANSFER THE SECURITY SERVICES COORDINATOR CLASSIFICATION BETWEEN BARGAINING UNITS

13. A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. TO PROVIDE FEASIBILITY ANALYSIS AND FINANCIAL ASSESSMENT OF HOUSING DEVELOPMENT PROJECTS ($50,000)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON PUBLIC SAFETY AUXILIARY EMPLOYEE BARGAINING UNIT (SEIU LOCAL 721) TO MODIFY THE SALARIES OF THE SECURITY SERVICES OFFICER AND PARKING CONTROL OFFICER CLASSIFICATIONSUTHORIZING THE CITY MANAGER TO MODIFY THE SALARIES OF THE SECURITY SERVICE OFFICER AND PARKING CONTROL OFFICER CLASSIFICATIONS

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 3,934 SQUARE FOOT (14'x280') SECTION OF ALLEY LOCATED NEAR 538 EAST OAKS STREET AND 1805 NORTH SANTA FE AVENUE (STREET ALLEY VACATION NO. 18-01)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/21/2020@ 5:30 PM

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

JUNE 23, 2020

The Compton City Council Meeting was called to order at 5:40 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present – Chambers, McCoy, Sharif, Brown *(Via Zoom teleconference)*
Council Members Absent – Galvan *(Joined the meeting at 6:00 p.m.)*

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

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:

Robert Ray – "Item #10 - This is the 3rd or 4th. contract issued for the maintenance of our camera system, and they still do not work. There had better be some guarantees in this contract. We, the taxpayers, have invested too much money in these cameras for them not to be working when we need them. Item #13 - I have skimmed over this list and there are names attached to addresses that do not match. The house on one side of me sold 3 years ago and the list still has the name of the previous owner. The house on the other side of me has a name I've never heard of, and that owner has lived there for more than 25 years. Someone needs to update their records. Item #16 - As I stated last week, "Community Policing" must be included in our new contract with LASD.

Laying off the director and half of the code enforcement department was a big mistake. Code enforcement officers should pay for themselves with the citations they issue if they are doing their jobs properly. These people are needed to help maintain the city.

I want to disagree with Mayor Brown's statement of wanting to replace LASD with another law enforcement agency. This would be financially and physically impossible. However, because of recent events involving Compton Station deputies using "excessive" and "deadly" force, I think it appropriate that the citizens of Compton be provided with results of thorough investigations into all of those events. It is also time that LASD review it's policies with regard to the use of "excessive" and "deadly" force and retrain deputies accordingly. And to all citizens of Compton, PICK UP AFTER YOURSELF! QUIT TRASHING YOUR CITY!"

Monique Elaine – "Good evening. Technological advancements has allowed us as a society to be more connected and informed. It has allowed for constituents to voice their concerns to city officials and fellow neighbors. It has enhanced our First Amendment right to voice our concerns. Therefore, any obstruction to that constitutional right needs to be called out.

The Fourth Circuit Court of Appeals ruled that the interactive portion of a public official's Facebook page is a "public forum," so an official cannot block people from it because of the opinions they hold. Mayor Aja Brown has blocked taxpaying resident of Compton who show any opposition or question the progress, or lack thereof, she is making in the city on her social media platforms. Unless a person is making threats or using profanity, she cannot block them on a page she uses as acting mayor of Compton. For a God fearing, proclaimed transparent and inclusive mayor, it saddens me that she blocks people who don't share the same sentiments as her. When questioned about it, she proceeded to put a rubber stamp statement that Facebook blocks users who use profanity. I can assure you, as a: school counselor, a mental health advocate, mentor, and a

role model to many, I would never go on an official's page and use profanity. This is an out right lie, and shows the depth of her dishonesty. I have too much respect for myself and my cities progress to curse—knowing that wouldn't be productive in moving the city forward. I am requesting that she unblocks those residents who simply opposed her. I am seeking an open records request of the list of Facebook user block on Mayor Aja Brown page. Under the California Public Records Act Subsection 6250 et seq., I am allowed this and you have within 10 business days to give this information. Thank you."

JoAnna Morales – "If I can receive a jury summons from the Compton Courthouse, it's time to open Council meetings to the public. Didn't say I was coming ... If we can have "Peace marches", it's time to open council meetings to the public. We have done EVERYTHING we can in this household to avoid Covid19. Now I cannot avoid doing my civic duty if I am called. So please, DO YOURS. "."

Anonymous caller on voice mail – "Who is addressing the noise that comes from fire bombs and low car riders encumbering the city of Compton? Someone whether it is the Sheriff, Council or City Manager should be addressing these issues, since you are receiving taxpayer money. It is not just the responsibility of code enforcement."

Connie Halbig – "Things here in Compton are getting a little out of hand. (1) The layoffs of employees should not be. Layoff those non-essential Council Liaisons first. (2) Layoff the young lady that answers phones this is nepotism that Clerk can hire a family member. (3) Why are you putting off Illegal Fireworks AGAIN? The 4th. is just around the corner again and nothing is being done. I have called the Sheriffs and twice I got a response that "We will get there when we can" UNACCEPTABLE! (4) Why will the city clerk NOT accept the recall on the mayor Aja Brown or any other council person requested by the people? (5) What are you going to do about these Sheriffs and what they are doing? To our people here in Compton. (6) What was the purpose of using tear gas and rubber bullets on what started out as a very peaceful demonstration on Sunday? Yes, there were some individuals there provoking. But there were some there for the right reason. The killing again by Sheriffs. We don't need those involved here in our Sheriff's Department. (7) Why won't the Sheriffs Close down the dispensaries that are owned by a Councilperson? Does she have them on the payroll? (8) What are you going to do about Galvan and all that he has done in the past years? Fighting, pulling a gun, and now driving without a license and still receiving monies. (9) Why won't the city clerk read what Ms. Kelly sends in for comments? Again, she is going against the Brown Act. And she could be the next to go. And reported about her picking and choosing what she will read and won't. We all keep copies of what we send in by 4:00 pm on meeting night. I would like responses NOW!!!!!! For I will be watching and listening.

Joyce Kelly – "Aja Brown, that was an impressive demonstration that got nothing, except your face on the media. Aja, Del Amo is almost 3 times busier than Wilmington in Compton, yet it is being completely paid! WHY? Alita Godwin, you are a violating the resident's civil rights by not allowing the process of the recalls for Aja Brown and Michelle Chambers to go forward! Michelle Chambers you broke the State law by not living in the city in which you were elected! You have an ignorant dope head higher to be your ghetto assistant! You modern-day carpet baggers need to get STRAIGHT OUTTA COMPTON, before you go to jail!

Dina Monroe – "Good afternoon Honorable Mayor & Councilmembers, I am with AFSCME. I want to thank the City Manager and his team for working and strategizing to reduce the deficit and believe me, we know that this has been a difficult task and as with most difficult tasks, it takes a team to complete." We know that the COVID-19 Pandemic has turned our lives upside down both professionally and personally. With that being said, I believe that the City of Compton is a family and when tough times arise, a family works together to overcome whatever obstacles come their way. AFSCME Local 3947 is a part of this wonderful family, and I am asking that everyone sacrifice to help our family overcome this enormous mountain. Everyone, every department from the head (Mayor & Council) to the feet (entry level employees) and all those in between should be willing and asking "what can I sacrifice that will help overcome this enormous mountain". That being said, I am asking that the city manager make layoffs fair and equitable across all departments, and that City Council lead by example and make the same sacrifices they are asking civilians to make. Again, we want to thank the City Management Team, Mayor & City Council for listening to us, incorporating some of our ideas and we appreciate your dedication and service to the City of Compton.

Jessie Lopez – "I am requesting that City Council do more than just approve a law enforcement review board. Also, I would like the City Council to retract their previous stance on increasing funds for the Los Angeles County Sheriff, as well as, retract statements that have the wording "strongly urge" the Sheriffs. Instead funds should be taken away from the shares in demands of them should be made. The City Council works and represents us.

De Anna Pittman – "As a stakeholder in Compton I commend you for moving forward with the launch of a Law Enforcement Review Board for the contract with the Los Angeles County Sheriff's Department. I urge you to strengthen the role of this panel and broaden the duties so that this panel is able to, specifically:

1. Recommend alternatives to policing for City Council consideration, including, but not limited to policies and recommendations that take a public health approach to crime prevention, not police suppression like what currently exists;

2. Review and make recommendations for improving the contract between the Los Angeles County Sheriff's Department and the City of Compton;

3. Work with the City Attorney and relevant City Departments to request and review pertinent service and response information, police reports, crime statistics, and other pertinent information from the Sheriff's Department that would aid in assessing and evaluating the services provided to Compton residents by the Sheriff's Department.

I am urging you to amend your urgency motion to include these important duties as part of the role of the Law Enforcement Review Panel."

Ramon Avila – "The LASD is an outsider organization of out-of-control murderous dictators! And the weak do-nothing oversight passed by this council makes you all complicit with their murdering, harassment and authoritarian movement around and against the people of this city. I attended the peaceful march down Compton Blvd and to the Compton Sheriff's Station. There were hundreds of Compton families (w/ their kids) and supporters demanding justice for Andres Guardado. An 18-year-old assassinated by 7 bullets in the back. After, these dictators broke into a private business and stole the video recordings of this injustice (obtaining a warrant only after the fact). Your do-nothing "review" board as it exists now allows crimes like this to continue without accountability or justice like Ryan Twyman and Donte Taylor.

At the march for Andres, the way our city funding was used to violently attack us and our kids is absolutely unacceptable. And on top of all that violence against our community was a Sheriff's helicopter calling this community an "outsider and to leave." This from dictators who don't live here!

As a start, as a community, we demand this council amend the Law Enforcement Review Board to include the ability & duty to review, revise, and recommend mandatory changes to these policing contract to include defunding this contract and redirecting those tax funds to other parts of the budget towards community development. The details of which this review board can further discuss. Simply just forwarding complaints (as originally passed) to these dictators will not guarantee our communities health and well-being but on the contrary assures continued violence against us by this supremacist outsider organization. Gracias"

Russell Smith *(Voice Mail)* **–** My comment is about the closure of parks and not having community outreach and places for our youth to go on. Open space is very important for any community. We seem to be top-heavy mismanagement with Assistant City Managers and Liaisons.

The layoffs could be worked a different way. It seems to be an egregious amount of a misappropriation of money and mismanagement by the City of Compton. I am extremely concerned by the lack of outreach and excuse made for COVID-19. The City was in a deficit prior to COVID-19. To use this as a reason to lay off employees is absurd.

Can you please address our community on why you do not extend outreach for our youth and why you are misappropriated monies and we cannot get basic services such as street sweeping, code enforcement and parking enforcement?"

Alita Godwin, City Clerk of Compton – "Thank you Madam Mayor, you know there is a saying that a lie will make it around the world before the truth can put its clothes on. Well, tonight, I plan to stop this lie in its tracks.

I plan to address these issues one time and one time only. So, I will read my statement into the record. It's quite obvious that election time is approaching, which is when lies and untruths are told and said about me as the City Clerk. I invite anyone to call my office and have a conversation with me and you will quickly find out that what you have been told it not the truth.

It has been stated tonight during audience comments and blogs that an employee that is dating my son is considered nepotism if she is transferred to my department. Section 5-5.7 of the Compton Municipal Code defines nepotism as: Spouse, Mother, Father, Sister, Brother, Child, Grandchild, Aunt, Uncle, Niece and Nephew. (Girlfriend is not listed)

Now, to the recall against Councilmember Chambers and Mayor Brown: Out of respect to the proponent that has filed the recalls, I will not list all of the mistakes in this forum. But, I will tell you that every rejection letter that has been sent, cited either a section of the Elections Code or the Compton Municipal Code, as the recalls are deficient for various reasons.

The petitions are not being rejected because I don't want them to move forward, but because of deficiencies in the documents. I took an oath for the city of Compton and the City Clerk's Association that I will uphold the laws that govern the operation of the City Clerk's Office. I take my oath seriously and regardless of what you feel about me, I will continue to abide by the laws governing elections set before me. Thank you."

5:45 P.M. PUBLIC HEARING - 2020-2021 PROPOSED FISCAL YEAR BUDGET (Item #16)

It was moved by Galvan, seconded by Sharif, that the public hearing be opened.

City Manager Cornwell requested additional time to review the budget and suggested that the hearing be conducted later in the meeting. The motion and second were rescinded.

CONSENT AGENDA

APPROVAL OF MINUTES

1. JUNE 9, 2020 ***(Approved)***

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

2. INVESTMENT REPORT - MAY 31, 2020 ***(Received and filed)***

CITY ATTORNEY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IN SUPPORT OF ASSEMBLY CONSTITUTIONAL AMENDMENT NO. 5 WHICH PROPOSES AN AMENDMENT TO THE CALIFORNIA CONSTITUTION BY REPEALING SECTION 31 (PROPOSITION 209) OF ARTICLE I RELATING TO GOVERNMENT PREFERENCES ***(Approved Resolution Number 25, 290)***

CITY FIRE DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENT'S 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO ONSOLVE, LLC FOR THE CITY'S EMERGENCY MASS NOTIFICATION SYSTEM ($27,300) ***(Approved Resolution Number 25, 291)***

CITY MANAGER

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,278 AND DECLARING A LOCAL EMERGENCY AND AUTHORIZING TEMPORARY PROCEDURES TO LIMIT THE SPREAD OF THE GLOBAL NOVEL CORONAVIRUS (COVID-19) PANDEMIC ***(Approved Resolution Number 25, 292)***

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2020-2021 ***(Approved Resolution Number 25, 293)***

WATER DEPARTMENT

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,151, RATIFYING THE MASTER SOFTWARE LICENSE AND THREE (3) YEAR SUPPORT AGREEMENT WITH SEDARU, INC. FOR SUPPLYING ASSET AND OPERATIONAL MANAGEMENT SOFTWARE AND SUPPORT SERVICES AND RE-ESTABLISHING A PURCHASE ORDER ($130,000) ***(Approved Resolution Number 25, 294)***

Councilmember Chambers requested that agenda item Number 6 be voted on separately.

Councilmember Sharif requested that agenda item Number 7 be voted on separately.

On motion by McCoy, seconded by Galvan, consent agenda item Numbers 1 thru 5 were approved by the following vote on roll call:

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

CITY TREASURER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,919 AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON SPECIFIED CITY ACCOUNTS

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

City Treasurer Doug Sanders indicated that this resolution will remove former personnel as authorized signatories. Interim Deputy City Controller Jocelyn Logan should be added as an authorized signatory on specified accounts.

Councilmember Galvan offered an amended motion, seconded by Chambers to add Interim Deputy City Controller Jocelyn Logan as an authorized signatory on specified City accounts 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

Resolution Number 25,295 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,919 AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON SPECIFIED CITY ACCOUNTS**' 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

GENERAL SERVICES

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO ELITE ELEVATOR SERVICES FOR PAYMENT OF A CHANGE ORDER FOR THE REPAIRS TO ELEVATOR #1 IN CITY HALL ($14,200)

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

Councilman Galvan indicated that he would be voting "No" on the item because there have been so many change orders for the repairs.

Resolution Number 25,296 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO ELITE ELEVATOR SERVICES FOR PAYMENT OF A CHANGE ORDER FOR THE REPAIRS TO ELEVATOR #1 IN CITY HALL'** was adopted by the following vote on roll call:

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

REGULAR AGENDA

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCIND RESOLUTION NO. 25,057, AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH CONVERGINT TECHNOLOGIES, LLC FOR THE UPGRADE AND ONGOING MAINTENANCE OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM ($367,088.00)

On motion by McCoy, seconded by Galvan, **Resolution Number 25,297** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCIND RESOLUTION NO. 25,057, AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CONTRACT WITH CONVERGINT TECHNOLOGIES, LLC FOR THE UPGRADE AND ONGOING MAINTENANCE OF THE CITY-WIDE CAMERA SURVEILLANCE SYSTEM'** 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 APPROVING BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS

On motion by McCoy, seconded by Chambers, **Resolution Number 25,298** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET AND TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS'** was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2020-2021 AND AUTHORIZE AN ACTUARIAL STUDY ($1,864,297.91)

On motion by McCoy, seconded by Chambers, **Resolution Number 25,299** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INSURANCE BINDER WITH ALLIANT INSURANCE SERVICES FOR RENEWAL OF THE CITY'S INSURANCE POLICY PORTFOLIO FOR FISCAL YEAR 2020-2021 AND AUTHORIZE AN ACTUARIAL STUDY'** was adopted by the following vote on roll call:

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES PROPOSED TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021, AND SETTING A PUBLIC HEARING THEREON FOR JULY 14, 2020 5:45 P.M.

On motion by Chambers, seconded by McCoy, **Resolution Number 25,300** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES PROPOSED TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021, AND SETTING A PUBLIC HEARING THEREON FOR JULY 14, 2020 5:45 P.M.'** 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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CITYWIDE ROAD REPAIR SERVICES PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION ($123,737.48)

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

After a brief discussion, the item was removed from the agenda. The motion and second were rescinded.

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR JOHNSON'S ROOFING SERVICE FOR RE-ROOFING OF CITY-OWNED PROPERTY LOCATED AT 1108 NORTH OLEANDER ($112,283)

On motion by Chambers, seconded by McCoy, **Resolution Number 25,301** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR JOHNSON'S ROOFING SERVICE FOR RE-ROOFING OF CITY-OWNED PROPERTY LOCATED AT 1108 NORTH OLEANDER'** 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**

5:45 P.M. PUBLIC HEARING - 2020-2021 PROPOSED FISCAL YEAR BUDGET (Item #16)

On motion by McCoy, seconded by Mayor Brown (who stepped from the Chair), the public hearing was opened at 6:44 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**

City Manager Craig Cornwell offered a power point presentation detailing the Fiscal Year 2020-2021 Annual Budget. There is a $4,958,489 decrease in General Fund from the prior year revenue and also a $1,250,185 decrease in Measure P from the prior year revenue.

	General Fund Revenue	**Measure P Revenue**
FISCAL YEAR 2019-2020	$57,714.194	$11,566.185
FISCAL YEAR 2020-2021	$52,755,705	$10,316,000
DIFFERENCE	**$(4,958,489)**	**$(1,250,185)**

Mr. Cornwell presented the City's proposed organizational chart and funding allocations for the upcoming fiscal year and indicated that he, along with the City Controller and City Treasurer will continue to work with various City departments to create a strategic financial plan to improve the City's financial health.

Mr. Cornwell expressed his commitment to continue to provide excellent service to the residents of the community and improving the overall financial well-being of the City of Compton, adding that street repairs and tree-trimming are a priority. City Manager Cornwell presented the operations and maintenance totals for the various City Departments listed below.

DEPARTMENT	**OPERATION & MAINTENANCE TOTALS**
MAYOR & CITY COUNCIL	$169,500
CITY ATTORNEY	$8,195,716
CITY TREASURER	$54,000
CITY CLERK	$265,472
CITY MANAGER	$1,254,410
CITY CONTROLLER	$878,017
COMMUNITY DEVELOPMENT	$16,142,446
COMMUNITY IMPROVEMENT SERVICES	$1,069,608
FIRE	$1,799,105
HOUSING SUCCESSOR	$218,471
INTERNAL SERVICES	$447,904
LA COUNTY SHERIFF	$22,912,772
NON-DEPARTMENTAL	$12,891,614
PARKS & RECREATION	$395,700

DEPARTMENT	OPERATION & MAINTENANCE TOTALS *(Cont.)*
PUBLIC WORKS ENGINEERING	$ 4,610,379
PUBLIC WORKS STREET MAINTENANCE	$ 7,596,456
SUCCESSOR AGENCY	$ 14,275,678
WATER	$ 20,757,394
TOTAL	**$113,934,642**

City Manager Cornwell indicated that the proposed expenditures for Measure P total $10,316,000 and detailed the funding allocation as indicated below:

PROPOSED MEASURE P EXPENDITURES

LIABILITY FUNDING	$250,000
MEASURE P COMMITTEE	$ 1,000
LA COUNTY SHRIFF CONTRACT	$4,967,736
CITY NEWSLETTERS	$100,000
CITY INFRASTRUCTURE PROJECTS	$2,610,661
POTHOLE CONTRACT	$1,600,400
ILLEGAL DUMPING CONTRACT	$350,000
STREET MAINTENANCE PERSONNEL	$436,203
TOTAL	**$10,316,000**

Mr. Cornwell detailed the next steps in the implementation of the Fiscal Year 2020-2021 Budget, subject to City Council approval will consist of the following:

1. Staff will prioritize recruitments for the new positions.
2. Create strategic work plans for each new City department.
3. City Manager will maintain communication with LA County Department Public. Health regarding the Covid-19 pandemic and Health orders.
4. City Manager, City Controller's and City Treasurer's Office will coordinate. on revenue projections during the fiscal year.
5. Provide Quarterly updates to the City Council regarding the FY 2020-2021 budget.
6. Work to develop strategic partnership with community groups and organizations to provide various services to the community.
7. Management Staff will continue to explore new revenue generating options.

PUBLIC COMMENTS REGARDING THE FY 2020-2021 BUDGET HEARING

Delmonsha Green, Housing Director, – **"**Good evening Mayor Brown, This evening I would like to discuss the layoff of the Housing Director in the 2020/2021 budget. This position is not funded by General fund, it is funded by the Department of Housing and Urban Development. All salaries, operation and maintenance is paid by HUD. At the last Council Meeting 6/16/2020, I was astonished and completely blindsided that my position was removed from the budget, which has no reflection on the General Fund. The City is known for appearing to be transparent, however, this was not the case. I had no knowledge of the restructuring of the Housing Authority until Council meeting. I submitted a balanced budget with funding received by HUD. Based on the Resolution 25,275, this indicates workforce reduction for General Fund departments only. I have

worked under the City's umbrella for the Housing Authority for 15 ½ years. During this tenure, I have served with loyalty and integrity. The Housing Authority is and has been a High-Performance Agency for many years according to the Section Eight Management Assessment Program issued by HUD. I have also received accolades from the City Council for outstanding performance and participation in City events. Removing the Housing Director position will be a weakness to a department that has many reporting responsibilities to HUD.

1. Will this Super Director have the expertise to manage the Housing Authority and HUD funding?
2. Why restructure a department that has no Audit findings and is highly functional.
3. Will this Super Director be capable of reporting important information to HUD and the Auditors?
4. Will this Super Director be able to monitor incoming and outgoing monthly and weekly reports?
5. Can this Super Director give feedback to HUD at any time?
6. This Super Director will need to know all aspects of the operation of the Department, will they?

This is a request to reconsider eliminating the Housing Director's position."

Unidentified Citizen "Mr. Cornwell, I am very saddened by the unfair decision that someone made to terminate our parks and recreation department. I have never in my whole life heard of any city doing such. Our parks and recreation are for the community and we have nothing else here. No movie theaters no skating rinks, no bowling alleys no restaurants, no pool halls no social lounge, no nothing. This is so unfair not only to the employees put to our community where we pay taxes for you all to make a decision like this that affects those that live here.

I'm getting calls from all over the city asking questions that they have a right to know and they are not going to except any answers! You can repeat if you like, I'm going to give you 2, and this is not about me, I love these 2 ladies dearly, but they're asking and I don't know if it's true!

1. All directors were laid off except Kim McKenzie
2. All Parks and Recreation except Pat Maloney, I'm going to give you this one
3. The Mayor want to bring in nonprofits, those that she's attached to will probably get it.
4. Who decided to terminate Parks and Recreation
5. Ask how many time fees were waived for officials
6. What's done with the money for Parks and Recreation
7. Why haven't a treasury been given.

So many more! It is your job to answer these, or who should they direct them to! We need our parks and staff here. It's so much more I feel like I'm the wrong business! I'm asking you to reconsider this move. I'm sure there is another solution! How about defunding the agency we pay $22 million dollars to beat and murder our loved ones! Maybe consider cutting their budget!

Cheryl Compton – "Good afternoon. I am writing as a Compton parent who has had her child participating in all the recreational activities and programs offered. I ask you, please don't cut the budget for these programs or staff which is highly needed in our environment. Without these activities or programs or staff to facilitate what we need, our children will have nothing and turn to the streets of crime and chaos. Please understand that your city park staff care about these children knowing them by name. My child Alisa Compton is relevant along with these programs activities and staff."

Luis Schmidt, Business Representative AFSCME D.C. 36 **– "**Good evening Mayor Brown and City Council members. I write on behalf of the women and men from AFSCME Local 3947 who proudly serve the community every day. You were elected to make tough decisions and before you make budget decision which will affect City of Compton families, and employees, we have four points for city council consideration.

1. Do not vote on or approve the proposed next fiscal year budget tonight. We ask the city council to adopt/approve budget next week.

2. Direct city manager produce different fair budget saving options for council approval which include options of furloughs, reductions, layoffs, cuts, etc., from all employees making similar sacrifices.
3. Lead by example by making cuts, reductions and sacrifices in your own offices to help city reduce deficit.
4. City employees have sacrificed the by not taking any wage increases during the current fiscal year.

Make a decision on the budget after all options and avenues have been exhausted. The city is not there yet."

Collee Fields – "Good evening Honorable Mayor & Council, my name is Collee Fields and I am the President of AFSCME Local 3947 and truly born to serve with humility and dedication.

I want to thank the City Manager and his team for continuing the communication with Labor. We know that the COVID-19 Pandemic has turned our lives into a life of numbers, mask and distancing. We know that time is of the essence, but we ask that we sacrifice together as a family to move Compton past this world-wide pandemic.

Being family members, Local 3947 members are willing to rise to the occasion and do what we have to do to get the City through we are asking that everyone sacrifice and give to help our family overcome this pandemic that has caused our financial emergency.

Again, we want to thank the City Management Team and Mayor & Council for listening to us, and we appreciate your dedication and service.

Karla Rodriguez - "Honorable Mayor and City Council: I am the Secretary of Local 3947 and currently hold the Office Assistant I/Bilingual position in the City of Compton's Building and Safety Department. I received a Layoff Notice via mail on Wednesday, June 3, 2020 and a second Layoff Notice on Wednesday, June 17, 2020. The second notice (Request for Reduction in Lieu of Layoff) has the following three options:

1. I request to revert to my previously held position of _____
2. I request a reduction to a lower class within the same occupational group. I understand that if approved, a 90-day probationary period will be in place.
3. I do not wish to revert and understand that I will be laid off effective June 30, 2020.

My Local held a meeting this morning with the City Manager, Assistant City Manager's and Budget Officer. During our meeting I asked the following:

Craig, in our last meeting you stated that laid off employees who choose to request a reduction to a lower class will not be allowed to go back to their previous position if it gets added back to the budget. With that being the case, does this mean that if the position gets added back to the budget before the new fiscal year ends, you will not allow the employee who exercised their right to demote to revert back to their previously held position? Does this mean you will bring back the person with less seniority to that position? If so, wouldn't that be unfair to the employee who decided to demote instead of losing his/her job?

The City Manager stated there is nothing in the Personnel Rules that allows for an employee to revert back to his or her position. However, in the 2011/2012 Layoffs, the City of Compton and Local 3947 entered into a Side Letter Agreement, in which the parties agreed to continue negotiations over restoration of individuals affected by the layoff. The City restored individuals (who had no other choice but to demote) into their previously held positions. My Local asked City Manager Craig Cornwell if he could consider offering the same agreement to our members who are affected during this layoff process. I am now reaching out to you to ask you to consider the matter as well. I just don't consider it fair to have to demote and not be allowed to go back to a previously held position if it becomes available. I am speaking for everyone in my local including myself. Seniority should be considered in this matter. I want to thank you for your consideration and immediate attention to this matter.

Rodney Lister – "Madam Mayor, members of the city council, the city has recently disbanded its Department of Recreation leaving the youth with no facilities to play nor attend summer camps, youth sports leagues, no after-school tutoring or programs, or aquatics. The 2020-21 budget does not account for the mid-year return or any return of the Department of Recreation. My question is will Recreation be returned in 2021-2022 or is does the city plan to allow non-profits to operate city parks and facilities and if so how will they be selected and for how long?

Also, how long will the city continue to operate meetings via zoom? Does the city have no plan to configure council chambers that reduce capacity while creating social distancing for attendees and Councilmembers? Maybe half the council may attend at the dais and the other half attend via teleconference from their office? The public cannot continue to be frozen out participatory democratic government. Thank you."

AFSME - Concerned Employee – "Good evening Mayor Brown and City Council members. I write on behalf of the women and men from AFSCME Local 3947 who proudly serve the community every day. You were elected to make tough decisions and before you make budget decision which will affect City of Compton families, and employees, we have four points for city council consideration.

1. Do not vote on or approve the proposed next fiscal year budget tonight. We ask the City Council to adopt/approve budget next week to allow additional time to consider alternatives to minimize staff layoffs and services to the community.
2. Direct City Manager produce a **modified and fair budget saving options** for Council approval which include options of furloughs (perhaps during the holidays), implement layoffs/cuts fairly **across all General Fund funded departments** to include the Fire Dept., Council/Mayor's Office, City Manager's office and the Sheriff's budget), wage/pay reduction to overpaid executive, positions. Consider removing proposed staff cuts/layoffs to non-general fund departments and avoid targeting/decimating our union's executive board staff. Layouts should include all non- permanent positions first, non-permanent temporary appointments, part-time and most recent hires before considering laying off any permanent positions.
3. Lead by example by making cuts, reductions and sacrifices **in your own offices** to help city reduce deficit (i.e. City Council/Mayor office (one shared liaison/admin staff for all Council Members), City Manager (one too many assistant City Managers especially that new "super departments" with "super director" positions are being proposed).
4. City employees have sacrificed the by not taking any wage increases during the current fiscal year or any substantial increases in the past years. Most non-executive positions are pay below

Make a decision on the budget after all options and avenues have been exhausted. The City is not there yet."

Bob Adams – Business Representative Local 2325 AFSCME Council 36 "Honorable May and City Council, Obvious to say, that AFSCME Local 2325 Officials and I were shocked at the presentation that was presented to Council last night and the secrecy surrounding not giving the Unions information ahead of time. I say in advance that you were put in a difficult situation having to make difficult decisions for the City. Saying that, we see several instances where the reorganization may not work, or have significant challenges to overcome to adequately serve the citizens of Compton. On top of the complaints already coming in. I will remind you of the previous reduction of Department budgets and lean staffing and poor equipment concerns that you walked into.

We anticipated meeting with your office prior to this proposed roll out to have an insightful exchange before it was presented to Council. Unfortunately, that did not happen. As you know, the City must meet and confer regarding the ***impacts*** of these layoffs and by this email, we request to do so. Please have ready for us to discuss, seniority lists, family groupings, bumping information and vacancies. Secondarily, as you know, the creation of the new Super Directors specs and changing of existing specs (if significantly changed) is a mandatory subject of bargaining and requires a meet and confer and follows a process under the MMBA before implementation. Again, by this email, we request to meet and confer over any and all new or changing positions.

Elimination of Directors - We have not been able to analyze the proposal yet, having only first getting bits and pieces of it last night. However, a few observations that concern me. At the June 2, 2020, Council meeting that I wrote a letter to Council regarding our objections to attempts to change the City Charter to make the Directors "at-will." It is part of the public record. Now this plan now goes at it another way and simply eliminates certain directors from the budget under the guise of restructuring. Respectfully, the timing looks disingenuous. Also it appears to resolve the City not putting the HR Director back to work, after questionably putting her off on administrative leave for several years. I have to look some more, but it doesn't appear that there will be a reduction of Council Liaisons or one of the Assistant City Managers (or repurposing one of the ACMs). Also, we want to get a better understanding on why certain positions were eliminated and not others.

Elimination of Union Presidents As you also know, the proposal eliminates the President of AFSCME 2325, who is a Director, and the President of AFSCME Local 3947. We understand this is a difficult time. I'm sure you would agree to work with us to assure that the rules are being followed and the law is complied with. We look forward in meeting with you as soon as possible."

Susan Adams – "Mayor and Council Members, good evening: I trust you and your families are well. Today, I am submitting a few comments to be read during Council Meeting.

1. Proposed Budget: In reviewing the budget, I did not that the proposed budget is not yet lean enough. The rule of thumb when there is a reduction in staff, also there should be a fair reduction in staff and other non-essential items. Budget should not be approved until further review is conducted. I did note the following extremely high cost that are still in the budget, such as:

    a. Car allowances
    b. 6 supportive staff members for the (1) Mayor and (4) Council
    c. 6 supportive staff members for the (1) Mayor and (4) Council
    d. Overtime (staff and Fire Department)
    e. Special Projects
    f. Convention and Meetings
    g. Printing and postage
    h. Office supplies
    i. Grant Compliance Manager

2. I am concerned about the $1 Million Dollar grant given to the City of Compton. Did anyone conduct a vetting process and funds should be placed in a separate account, not the general fund.

3. I was told since the Parks and Recreation was laid off that a non-profit will provide recreational services. Is this legal?

4. I understand that the SEIU Union is not pleased with the lay-off due to no participation of a solution. Is this true?"

Hilda Parks (Voice Mail) – "I have left two messages to the City Manager and yet to hear back. I find it sad that I can't get a return call. How dare you decimate our local parks by making a 20% reduction. How do you expect our youth to utilize our parks? All the while you hold onto your City liaisons and to City Manager Assistants. This is horrible and this will cause constituents to report this to the State Controller, just like what happened in the City of Bell. There is a misappropriation of funds and lack of accountability. Our streets are filthy dirty. This is a result of City Council not acting. Tickets are not being issued because you are laying off people who is your ticket and police are streets. I am furious and upset."

On motion by McCoy, seconded by Galvan, the hearing was closed at 8:00 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

Councilmember Chambers questioned if meetings were held with the Unions to discuss the impacts of the proposed budget.

Mr. Cornwell replied that he has had multiple meetings with the various Unions and received and noted their comments and concerns. Staff remains hopeful that the economy will improve, however, we must address the financial crisis the City, as well as the entire Nation, is facing as a result of the coronavirus.

Councilmember Chambers further commented that even in this current financial climate, the Council is committed to ensuring that the residents continue to receive vital services. Ms. Chambers commended all Compton employees and noted that no one wants to lay off employees, however, the City is experiencing a substantial loss of funding.

Councilmember Sharif expressed her sadness that personnel must be laid off and further questioned the method for re-hiring, once the re-opening process of the parks begins.

City Manager Cornwell replied that impacted employees will be placed on a reinstatement list. Once the park re-openings begin, employees will be brought back to manage the recreation activities.

Councilmember McCoy concurred that the City's parks must be re-opened as soon as it is safe to do so for the enrichment and enjoyment of the families of Compton.

Councilman Galvan shared his views that the City should re-purpose Parks and Recreation Personnel rather than lay-off employees. Mr. Galvan urged the City to look at other ways of cutting the budget.

Mayor Brown indicated that the City's parks may not re-open prior to April 2021, adding that the City will re-visit the FY 2020/2021 Budget based on real time revenue. Many cities immediately disbanded their Parks and Recreation Departments when the Shelter-in-place mandate when initially issued by the Governor. Mayor Brown indicated that while it is very sad and unfortunate that employees will be impacted with lay-offs and furloughs, the entire Nation is experiencing a financial crisis because of the coronavirus pandemic. Mayor Brown commended City Manager Cornwell and the entire Management Team for producing this budget which is an extremely challenging process in these unprecedented times, due to the global health crisis and economic recession caused by the coronavirus.

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2020-2021

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

There was discussion regarding the City Council's budget.

Councilman Galvan moved to remove 'Travel, Conventions and Meetings' funding ($12,500 and $50,000) from the Budget. The motion was seconded by Sharif and approved by the following vote on roll call:

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

City Manager Cornwell indicated that in the CareerLink Department, the title for the position of 'Training and Services Coordinator' will replace the former title 'Office Aid.'

Councilmember Sharif offered a motion to approve Staff's request to replace the title of 'Office Aid' in the Careerlink Department with the title of 'Training and Services Coordinator.' Mayor Brown stepped from the Chair to second the motion which was approved by the following vote on roll call:

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

After further discussion, Councilman Galvan stated that he would like to change his vote regarding the Council's Travel/Meetings and Conventions budget.

MOTION TO RE-CONSIDER- City Council Budget

On motion by Galvan, seconded by Sharif, the City Council voted to reconsider the item addressing the City Council's travel/meetings and conventions budget by the following vote on roll call:

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

On motion by Galvan, seconded by McCoy, the City Council voted to remove the funding for travel and meetings and conventions from the City Council's budget by the following vote on roll call:

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

MOTION TO RE-CONSIDER – Career Link

City Manager Cornwell indicated that in the Career Link Department the title of 'Training and Services Coordinator' will replace the former title 'Office Aid.

On motion by Galvan, seconded by McCoy, the City Council voted to re-consider the budget for Career Link by the following vote on roll call:

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

CAREERLINK- Replacing Training and Services Coordinator with Office Aid

On motion by Galvan, seconded by McCoy, the title of 'Office Aid' was replaced by the title of 'Training and Services Coordinator' by the following vote on roll call:

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

(Councilmembers Chambers out at 9:55 p.m.)

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Repeated his request that the City consider allowing 15-minute street parking in front of Alexander's Mexican Food on Rosecrans Boulevard for the ease of the patrons.

- Wished everyone a blessed and safe 4th of July Holiday and encouraged the residents to maintain social distancing and protect the children and pets from harm.

(*Councilmember Galvan out at 9:58 p.m.)*

Councilmember McCoy offered the following communications/announcements:

- Commented that a large number of motor homes are parked along the street at Alondra Regional Park and dumping trash and debris at the location and requested that the City develop a plan to remove the motor homes.

- Requested that the City Manager replace the temporary flashing red light signal at Alondra Boulevard and Central with a permanent traffic signal.

- Suggested that the City display signs indicating that all fireworks displays are prohibited in the City of Compton and further wished everyone a safe and sane 4th of July Holiday.

Councilmember Sharif offered the following communications/announcements:

- Invited everyone to participate in her District 4 Virtual Town Hall meeting scheduled for June 25, 2020 via Zoom—the guest speakers will be Assemblyman Mike Gipson and Dr. Elaine Batchlor of Martin Luther King Jr, Hospital.

- Announced that Mt. Pilgrim Baptist Church, 400 S. Santa Fe will host a ***Grab and Go*** food distribution on June 26, 2020 from 12 noon to 1:00 p.m.

- Encouraged the residents to be tested for COVID-19 at any one of the various sites offered by the County of Los Angeles and invited those interested to visit: COVID-19.lacounnty.gov

- Requested that the meeting be adjourned in memory of **Samuel Morris Corbin.**

Mayor Brown offered the following communications/announcements:

- Mayor Brown commended the City Manager and the entire leadership team for their steadfast dedication and hard work in producing the Fiscal Year 2020-2021 Budget, adding that this is the most organized and progressive budget, particularly in light of the financial difficulties in the wake of COVID-19. Mayor Brown also thanked the Unions for their assistance and noted that the City is absolutely committed to delivering the absolute best service to the residents and further offered her heartfelt prayers and best wishes to all employees who have been laid off or displaced because of the financial crisis.

- Mayor Brown then indicated that there are 1,205 confirmed cases and 245 fatalities attributed to the coronavirus in the City to date, adding that it is critical that everyone continue to wear face masks, practice social distancing, and perform frequent hand-washing to combat the spread of the coronavirus. Mayor Brown encouraged the residents to visit: www.comptoncity.org to access the Resource Guide to receive vital information regarding food distribution centers and other programs.

- Mayor Brown commented that it is imperative that each household respond to the 2020 Census to ensure that Compton receives its fair share of critical funding. Please visit: 2020census.gov for additional information.

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Samuel Morris Corbin** at 10:19 p.m. by the following vote on roll call:

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

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

July 14, 2020

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SAMBASAFETY FOR PROVISION OF CONTINUOUS CITY EMPLOYEE DRIVER MONITORING SERVICES ($30,000)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a three (3) year agreement with SambaSafety to provide continuous City employee driver monitoring services and establish a purchase order in the amount of Ten Thousand Dollars ($10,000.00) for the first (1st) year of services.

BACKGROUND

In January 2017, the City of Compton implemented the Department of Motor Vehicles Employee Pull Notice ("EPN") Program, a system used to assist in the monitoring of motor vehicle safety habits of City employee drivers. Use of this program is aimed at reducing the risk and liability exposure to the City by monitoring City employee driver's capabilities though monitoring driving records. At the time the EPN Program was implemented, 319 of 360 City employees were a part of this program that required them to possess a Class C Driver's License or higher. The current EPN Program notifies Human Resources of driving violations via mail, which can delay reporting for up to 4 weeks.

STATEMENT OF ISSUE

In April 2020, staff requested quotes for the Motor Vehicle Record tracking services. The following bids were submitted:

VENDOR	AMOUNT
SambaSafety	$1.75 per MVR (36 MONTHS)
MVR Online	$5.00 per MVR (36 MONTHS)

Staff reviewed the submitted bids and after review, selected the bid of SambaSafety as the lowest responsible and responsive bidder.

SambaSafety receives employee-driving records directly from the Department of Motor Vehicles and will provide Human Resources with access to custom data reports and application services, including motor vehicle reports, vehicle, title and registration histories, driver monitoring, database records and analytic services in real time, which will enable Human Resources to establish a more expedient and efficient form of tracking City employee driver documentation.

FINANCIAL IMPACT

SambaSafety charges One Dollar and Seventy-Five Cents ($1.75) per driver records tracked (i.e. per City employee required to possess a current and valid California Driver's License). Staff believes allocating Ten Thousand Dollars ($10,000.00) per contract year should be sufficient to cover the costs of these services.

Funds for services rendered during the first (1st) contract year are available in the Human Resources 20209-2021 Fiscal Year budget as follows:

Account	Description		Amount
1001-560-000-4269	Other services	contract	$10,000

Funds in an amount not-to-exceed $10,000 per remaining contract year shall be budgeted in future City budgets.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

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 THREE (3) YEAR AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SAMBASAFETY FOR PROVISION OF CONTINUOUS CITY EMPLOYEE DRIVER MONITORING SERVICES ($30,00

WHEREAS, in In January 2017, the City of Compton implemented the Department of Motor Vehicles Employee Pull Notice ("EPN") Program, a system used to assist in the monitoring of motor vehicle safety habits of City employee drivers; and

WHEREAS, use of this program is aimed at reducing the risk and liability exposure to the City by monitoring City employee driver's capabilities through monitoring driving records and; however, the current EPN Program notifies Human Resources of driving violations via mail, which can delay reporting for up to 4 weeks; and

WHEREAS, staff requested quotes for Motor Vehicle Record ("MVR") tracking to comply with EPN requirements and received the following quotes:

VENDOR	**AMOUNT**
SambaSafety	$1.75 per MVR (36 MONTHS)
MVR Online	$5.00 per MVR (36 MONTHS)

WHEREAS, staff reviewed the submitted inquiry and after review has determined Samba Safety as the lowest responsible bidder and recommends contracting with them for the needed services.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year services agreement with SambaSafety to provide continuous City employee driver monitoring services, at the rate of One Dollar and Seventy-Five Cents ($1.75) per driver records tracked (i.e. per City employee required to possess a current and valid California Driver's License).

Section 2. That funds in the amount of Ten Thousand Dollars ($10,000) for services rendered in the first (1st) year of the agreement are available in the Fiscal Year 2019-2020 Budget in Account No. 1001-560-000-4269.

Section 3. That funds in the amount of Ten Thousand Dollars ($10,000) per remaining contract year shall be budgeted in future City budgets.

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

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

ADOPTED this ____ day of _____, 2020

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Service Order

Account Name: City of Compton

** In addition to the Services and associated fees in the table below, state, data and additional resource fees ("State/Data Fees") may apply.*

Payment Terms	Payment Method
Net 30	ACH

Subscription Services				
Item Description	**Monthly Minimum Number of Drivers**	**Subscription Price Per Driver ***	**Paid Monthly**	**Description**
Q License - Minimum Commitment	325	$1.75	$568.75	Web based continuous driver monitoring service. Designed to increase visibility and reduce risk associated with drivers. Includes access to driver roster management, MVR monitoring, purchasing, scoring, reporting and alerting.
Total Monthly Charges			$568.75	

Implementation Services		
Item Description	**Price**	**Description**

On-Demand and Support Services		
Item Description	**Price**	**Description**
MVR Service Fee	$1.75	SambaSafety MVR service fee charged in addition to data fee for on-demand MVRs, Scheduled MVRs or Annual MVRs defined by Customer's policy; details on fees are included below under the Services Description. Invoiced based on actual usage.

**The price per driver fee is based upon the commitment by Customer of monitoring the Monthly Minimum Number of Drivers set forth above, commencing on the Subscription Start Date throughout the remainder of the Service Order Term.*

Subscription Start Date	Initial Term (Months)**
30 days after the Effective Date below	36

*** Initial Term begins on the Subscription Start Date*

All of the aforementioned fees shall apply to this Agreement from the Subscription Start Date through the duration specified in the Initial Term. After the Initial Term and until the Service Order Term terminates or expires, the fees shall be at SambaSafety's then-current pricing applicable to its customers without discount.

SAMBASAFETY AGREEMENT
CUSTOMER ACCOUNT INFORMATION

ACCOUNT INFORMATION

City of Compton
Customer Name (the "Customer")

205 South Willowbrook Avenue
Mailing Address

Compton	CA	90220
City	State	Zip

205 South Willowbrook Avenue
Billing Address

Compton	CA	90220
City	State	Zip

Jesenia Sanchez	310-605-5635	jsanchez@comptoncity.org
Primary Contact Name	Phone	Email

Jesenia Sanchez		jsanchez@comptoncity.org
Billing Contact Name	Phone	Email

310-605-5535	310-605-5536	
Business Phone	Business Fax	Business Email

Federal Employer ID Number	Years Business Established

Date Incorporated	State Incorporated

Business License Number	State	Expiration

www.comptoncity.org
Website (URL)

Services Description:

Qorta MVR Monitoring provides continuous visibility into employees' driving records. This is accomplished via a complex set of DMV connections and 3rd party data sources, triggering an MVR only when there is new activity to report, thereby providing actionable information to improve drivers' performance and mitigate risks. The following MVR fees may also apply, depending upon Customer's account activity:

- **Activity MVR**: Qorta monitors drivers at least monthly for new activity on the driver's driving record. This is done via multiple methodologies without always procuring a full MVR. If activity is found, an official MVR will be automatically procured on behalf of the Customer.
- **On-Demand MVR**: At any time, the Customer can manually procure an MVR for any driver, either individually or on a scheduled basis. This can be done via the Qorta dashboard. *The MVR Service Fee specified above is billed to the Customer.*
- **State-Required Annual MVR:** In some states, where required by state DMV policy, State-Required Annual MVRs are procured automatically.
- **Driver Error MVR**: Some states charge a data fee even if the driver information submitted by SambaSafety on behalf of the Customer returns no results. This can happen when the Customer submits inaccurate driver information, including but not limited to license number, first and last name, or date of birth. Samba Qorta enforces certain checks to validate that a license number follows the appropriate format for a given state before the request is made to the state in an effort to minimize Driver Error MVR charges.
- **Enrollment MVR**: An Enrollment MVR is a state mandated MVR purchase when enrolling a driver into that particular state.
- **Enrollment Fees**: Some states, such as California, charge enrollment fees when adding drivers to the state monitoring programs. These fees vary in price and are passed to the Customer as-is with no additional service fees.
- **State/Data Fees Pricing**: The latest pricing info for SambaSafety State/Data Fees are maintained online and can be found using the following URL: https://www.sambasafety.com/resources/state-data-fee-schedules. *State/Data Fees are charged by the State / Data Provider for all MVR types specified above, and are billed to the Customer.*
- **Monitored Driver:** A driver shall be considered a Monitored Driver if they are enrolled in the Qorta platform for MVR Monitoring at any point during a particular month.

Term, Price and Payment:

- **Service Order Term**: "Service Order Term" shall mean the period for which this Service Order is operative, which commences on the Effective Date and continues through the Initial Term and, if applicable, any Extension Term(s), subject to early termination of any of the foregoing in accordance with the terms and conditions of the Agreement.
- **Minimum Monthly Fee**: Commencing on the Subscription Start Date and through the remainder of the Service Order Term, Customer agrees to minimally pay SambaSafety an amount equal to the greater of: (i) the Monthly Minimum Number of Drivers as set forth in the Pricing Sheet above, or (ii) the number of drivers actually enrolled in the monitoring service; multiplied by the monthly Subscription Price per Driver set forth above (the "Monthly Minimum Fee").
- **Subscription Start Date and Customer Onboarding**: Customer agrees to provide a completed Driver Upload Template and other required State Forms to SambaSafety within 15 business days prior to the Subscription Start Date specified above. If drivers are located in California or Pennsylvania, Customer must provide SambaSafety with the Driver Upload Template and additional required State Forms within six (6) weeks prior to the Subscription Start Date.
- **Payment Terms**: Commencing on the Subscription Start Date or the actual date on which any of Customer's drivers are enrolled in the Services, whichever occurs first, SambaSafety will invoice Customer on a monthly basis for the duration of the Service Order Term for the greater of (a) the Monthly Minimum Fee plus all other fees applicable for the preceding month, or (b) for all Subscription Services Fees incurred by Customer plus all other fees applicable for the preceding month. All invoices are due and payable by Customer according to the Payment Terms set forth on the Service Order above, as calculated from the invoice date. All payments of fees shall be made in U.S. dollars. Customer agrees to facilitate automatic payments to SambaSafety by setting up either (a) Automated Clearing House (ACH) payments, or (b) automatic monthly credit card payments. Customer shall allow SambaSafety to initiate a monthly draft for either payment method, and complete all necessary forms to facilitate such automatic payments, which shall be drawn according to the Payment Terms set forth on the Service Order above. All fees are non-refundable. All payments shall be made in US Dollars. Any invoices which are not paid in full on the first of the month following the invoice due date shall accrue interest at the lesser of one and one-half percent (1 ½%) per month or the maximum amount permitted by law. If an account is suspended for non-payment, a $100 reinstatement fee may be added to the following invoice as a condition for account reactivation. In addition to any other rights or remedies available to SambaSafety, any failure by Customer to timely pay in full all invoices submitted by SambaSafety, entitles SambaSafety to immediately discontinue Customer's access to the Services. A twenty-five dollar ($25.00) Non-Sufficient Funds Fee will be assessed for all dishonored payments.
- **Inactive Accounts**. If following the Service Order Term, Customer's account includes amounts owing to Customer, Customer shall request a refund of the balance within 5 months of the termination or expiration of this Service Order. If such refund is not requested, SambaSafety may charge a communication maintenance fee of the lesser of $15 per month, or the maximum amount permitted by applicable law. Such communication maintenance fee, if applied, will be charged to Customer's account on the first day of each month until the Customer's account balance is $0.00.

Additional Terms

- **Additional Legal Terms**: The parties expressly incorporate by reference and intend this Agreement to include the additional legal terms and conditions attached hereto in Exhibit A (the "Master Services Agreement").
- **"SambaSafety"** shall mean Safety Holdings, Inc., and all affiliate companies.

Accepted by: By executing below, Customer acknowledges and agrees to the terms and conditions set forth herein (the "Service Order Terms") and the Master Services Agreement. Any reference to the "Agreement" shall refer to these Service Order Terms, and any additional Service Orders between the parties, together with the Master Services Agreement.

This Agreement shall only become effective when signed by both Customer and SambaSafety, and any fees or other terms and conditions may be withdrawn or altered at any time unless and until this Agreement is executed by both parties. The later date on which either party signs shall be deemed the "**Effective Date**" of this Agreement.

CUSTOMER	SAFETY HOLDINGS, INC. ("SambaSafety")
Signature	Signature
Craig S. Cornwell Name	Name
City Manager Title	Title
Date	Date

CUSTOMER	CUSTOMER
Signature	Signature
Alita Godwin Name	Damon Brown Name
City Clerk Title	City Attorney Title
Date	Date

Exhibit A: SambaSafety Master Services Agreement

These Master Services Agreement terms supplement the foregoing Service Order Terms executed between Customer and SambaSafety (each, a "party", and collectively the "parties"). All Service Orders executed between the parties and this Master Services Agreement shall together be referred to as the "Agreement." The Effective Date on the Service Order above shall also be deemed the "Master Services Agreement Effective Date."

1. **Description of Services/License**. During the Service Order Term specified in an applicable Service Order, SambaSafety will provide Customer with access to custom data reports and application services, including motor vehicle reports ("MVRs"), vehicle, title and registration histories, driver monitoring, database records, and analytic services (collectively, "*Services*") as more fully described in the applicable Service Order.
2. **Term.** This Agreement will become effective on the Effective Date and remain valid until it is terminated by either party pursuant to the terms contained herein or upon expiration or termination of all Service Orders[BM1]. Either party may terminate this Agreement upon written notice if the other materially breaches the terms and conditions of this Agreement and the other party fails to cure such material breach within thirty (30) days of receiving written notice from the non-breaching party.
3. **Pricing and Payment.** All invoices are due and payable as set forth in the applicable Service Order. In addition to all payments specified in this Agreement, Customer shall pay, or reimburse SambaSafety for, all taxes imposed by federal, state and local authorities, including but not limited to, sales, use, excise, and value-added taxes, based upon any fees set forth in this Agreement provided that Customer shall have no responsibility for taxes based on SambaSafety's net income.
4. **Confidentiality.** "*Confidential Information*" means information that one party, or a party's corporate affiliate, discloses to the other party or its affiliate(s) under this Agreement, and that is marked as confidential or a reasonable person would believe to be considered confidential information given the nature of the information and the circumstances under which such information is disclosed; provided, however, neither party shall have any obligation to maintain the confidentiality of any Confidential Information which: (a) is or becomes publicly available by other than unauthorized disclosure by the recipient; (b) is independently developed by the recipient; or (c) is received from a third party who has lawfully obtained such Confidential Information without a confidentiality restriction. The recipient will not disclose Confidential Information of the discloser, except to recipient's affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities to whom and which it transfers any Confidential Information of the discloser shall only use such information as permitted under the Agreement and that such individuals and entities shall keep it confidential in accordance with the Agreement. Notwithstanding the foregoing, if required by any court of competent jurisdiction or other governmental authority, the recipient may disclose to such authority, data, information or materials involving or pertaining to Confidential Information to the extent required by such court order or government authority; provided that the recipient shall have given reasonable notice to the discloser prior to such disclosure. Except for the limited use rights under the Agreement, neither party acquires any right, title, or interest in the other party's Confidential Information.
5. **Governing Law.** This Agreement is governed by the substantive and procedural laws of the State of California, exclusive of conflicts of laws principles. The parties agree to submit to the exclusive jurisdiction of and venue in the State or Federal courts in California.
6. **Compliance with Laws**. Each party represents, warrants, covenants and certifies that it shall order, receive, disseminate and otherwise use the Services in compliance with all applicable federal, state and local statutes, rules, codes and regulations, including without limitation, the Fair Credit Reporting Act ("*FCRA*"), the Driver's Privacy Protection Act, 18 U.S.C. §2721 et seq. ("*DPPA*"), and their state equivalents, including any changes, supplements or amendments to such statutes, rules, codes and regulations (collectively, "*Applicable Laws*"). Customer will use Services solely in accordance with "Permissible Purposes," as that term is defined under the FCRA. Services are solely for Customer's internal use and may not be redistributed to any third party.
7. **Audit.** Customer agrees that SambaSafety will have the right (but not the obligation) to conduct audits for the purpose of assessing Customer's compliance with the terms of this Agreement, upon reasonable notice, and Customer agrees to fully cooperate with SambaSafety in connection therewith.
8. **Warranty.** SambaSafety warrants that: (a) SambaSafety owns or has licensed the intellectual property rights to provide the Services to Customer, (b) the Services do not violate or infringe intellectual property rights of any third party. EXCEPT

AS SET FORTH HEREIN, SAMBASAFETY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY REGARDING THE SERVICES.

9. **Indemnification.** Both parties shall indemnify, defend and hold harmless the other party from and against any claim, suit, proceeding, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought by a third party against or suffered by the other party arising from the indemnifying party's violation of Applicable Laws or willful misconduct.

10. **Liability.** REGARDLESS OF THE FORM OF ACTION OR THEORY OF RECOVERY, WHETHER IN CONTRACT, TORT, STATUTORY, WARRANTY OR OTHERWISE, IN NO EVENT SHALL EITHER PARTY BE LIABLE OR RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, MULTIPLE OR EXEMPLARY DAMAGES, REGARDLESS OF ITS AWARENESS OF THESE RISKS. NOTWITHSTANDING ANY LANGUAGE ELSEWHERE TO THE CONTRARY IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EACH PARTY'S AGGREGATE LIABILITY FOR DAMAGES SHALL NOT BE IN EXCESS OF THE AMOUNTS OF FEES (EXCLUDING STATE DATA FEES AND PASS-THROUGH FEES REMITTED DIRECTLY TO DATA PROVIDERS AND SUBSEQUENTLY INVOICED TO CUSTOMER) ACTUALLY PAID BY CUSTOMER TO SAMBASAFETY IN THE PREVIOUS 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM FOR DAMAGES. ONE OR MORE CLAIMS SHALL NOT INCREASE THIS AGGREGATE LIMIT. NOTWITHSTANDING THE FOREGOING, THE LIMITS AND EXCULPATIONS SET FORTH IN THIS SECTION 10 SHALL NOT EXCUSE CUSTOMER'S OBLIGATION TO PAY ANY FEES, TAXES OR OTHER AMOUNTS WITH RESPECT TO THE SERVICES, WHETHER COMMITTED OR RENDERED, OR ANY OBLIGATION BY A PARTY TO INDEMNIFY AND DEFEND CLAIMS, AS SET FORTH IN THIS AGREEMENT.

11. **Notification in Event of Breach or Misuse of Information.** Both parties will promptly (but in any event within 72 hours of any inadvertent or unauthorized release) notify the other party of any inadvertent or unauthorized release or other security breach of Personal Information contained in any Service and will be in compliance with Applicable Law regarding breach notification and remediation. For purposes of this Section, "*Personal Information*" means (i) any information about an identifiable individual and (ii) information that is not specifically about an identifiable individual but, when combined with other information, may identify an individual.

12. **Miscellaneous.** This Agreement and all Service Orders constitute the final and entire agreement between the parties with respect to the Services and shall supersede all prior agreements or purchase orders between the parties with respect to such Services. This Agreement may not be amended by any subsequent purchase order. There are no representations, warranties, or agreements among the parties with respect to the Services contained herein, which are not fully expressed in the entire Agreement. Neither party shall be liable for any failure or delay in performance directly or indirectly caused by any act or omissions beyond its reasonable control. This Agreement can be executed in counterparts and electronic signatures will be deemed originals. If any one or more provisions of this Agreement or any exhibit is held to be invalid or otherwise unenforceable by a court of competent jurisdiction, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the enforceability of the remaining provisions shall be unimpaired. No amendment to change, waiver or discharge this Agreement will be valid unless executed in writing by an authorized representative of each party. Any notice shall be sent to the other party at the address provided on page 1 of this Agreement. Neither party may assign or transfer any rights or obligations under this Agreement without the prior written consent of the non-assigning party, which shall not be unreasonably withheld.

EXHIBIT B: REQUIRED COMPLIANCE FORMS
SAMBASAFETY PERMISSIBLE PURPOSE DISCLOSURE

Permissible Purpose. Upon the terms, and subject to the conditions set forth in the Master Services Agreement, Safety Holdings, Inc. ("SambaSafety") grants to Customer for the license period, a limited, nonexclusive, nontransferable, and revocable license to access the SambaSafety System only for the following purposes (**check all that apply**):

☒	**CDL Employer:** For use by an employer or its agent or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under state or federal law.
☒	**Employment Signed Release:** For use by a business, its agents, employees, or contractors for employment purposes, if the requester obtains the written consent of the individual to whom the information pertains.
☐	**Government:** For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.

Customer certifies that:

1. Customer shall use the Services for the sole and exclusive purpose(s) Customer has selected above and for no other purpose; and
2. Customer will only use the Services for its own use and Customer is the end user of the Services.

Customer certifies that when requesting Services for **Employment purposes,** Customer will:

1. Prior to requesting a report, provide a written disclosure to the employee or prospective employee in a document consisting solely of the disclosure that Services may be obtained for employment purposes;
2. Prior to requesting a report, obtain express written consent from the employee or prospective employee prior to obtaining any Services which explicitly authorizes the retrieval and use by Customer, its agents or contractors of any Information Services regarding the particular employee or prospective employee in question; each submission of an order is a certification that the disclosure was provided, and authorization has been obtained.
3. Provide the employee or prospective employee a notice, along with a copy of his or her report and a summary of rights under the FCRA before taking adverse action; and
4. After taking adverse action, provide the employee or prospective employee a notice that adverse action has been taken along with a copy of the report and summary of rights under the FCRA.
5. Not use the Services in violation of any employment equal opportunity laws. This includes any laws generally known as "Ban-the-Box". Customer certifies that it will not order a report until allowed under these laws.

Customer acknowledges it is aware and will comply with all of the requirements of the Fair Credit Reporting Act ("FCRA"), and has received from SambaSafety the following documents:

1. The Notice to Users of Consumer Reports; Obligations of Users under the FCRA;
2. Summary of Your Rights under the Fair Credit Reporting Act; and
3. Remedying the Effects of Identity Theft

Customer understands that there are legal requirements and responsibilities when taking adverse action based in whole or part on consumer reports. Customer understands and agrees to comply with adverse action procedures required by the FCRA including requirements to provide a preliminary adverse action notice to consumers, along with a copy of the consumer report and A Summary of Your Rights Under the Fair Credit Reporting Act, allowing the consumer a designated period of time to contact the CRA if consumer wishes to dispute any information in the consumer report or to provide mitigating information to you, providing CRA contact information and providing a final adverse action notice to the consumer if a final adverse employment decision is made.

Customer understands that SambaSafety is not legal counsel and cannot provide legal advice. Customer should work with counsel to develop an employment screening program specific to your needs. It is necessary for Customer to work with counsel to ensure that Customer's policies and procedures related to the use of CRA-provided information are in compliance with applicable state and federal laws and your legal responsibilities.

I hereby certify that I am a legally authorized representative of Customer, and I hereby obligate Customer to the terms and conditions listed above:

APPROVAL

Signature	Date
Craig S. Cornwell	City Manager
Name	Title
City of Compton	
Company Name	

EXHIBIT B: REQUIRED COMPLIANCE FORMS
USER STATEMENT OF CONFIDENTIALITY

All Users on the account must complete this form.

As an employee, principal, officer, temporary employee or subcontractor of Customer you may have access to official government motor vehicle and/or driver record information contained in SambaSafety information reports ("Records"). The Confidentiality of the information contained within these Records shall be maintained at all times. Information contained in records shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by law. Disclosure of such information may be cause for criminal and/or civil legal action against you, Customer, and any involved third party. The State providing Records shall not be in any way responsible for defense of any such action.

Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys; fees, and costs. Other civil and criminal laws may also apply.

USER	
Amy Vanfossen	1.2.20
Signature	Date
Amy Vanfossen	HR Specialist
Name	Title

EXHIBIT B: REQUIRED COMPLIANCE FORMS
USER STATEMENT OF CONFIDENTIALITY
All Users on the account must complete this form.

As an employee, principal, officer, temporary employee or subcontractor of Customer you may have access to official government motor vehicle and/or driver record information contained in SambaSafety information reports ("Records"). The Confidentiality of the information contained within these Records shall be maintained at all times. Information contained in records shall not be distributed, sold or shared with any third party nor used by you in any way except as expressly authorized by law. Disclosure of such information may be cause for criminal and/or civil legal action against you, Customer, and any involved third party. The State providing Records shall not be in any way responsible for defense of any such action.

Pursuant to State and Federal law, any person who willfully and knowingly obtains, resells, transfers, or uses information in violation of law may be subject to criminal charges and/or liable to any injured party for treble damages, reasonable attorneys; fees, and costs. Other civil and criminal laws may also apply.

USER	
Signature	Date 1/2/20
Jesenia Sanchez	HR Analyst
Name	Title

July 14, 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 ACCEPT THE CONSTRUCTION OF THE CITYWIDE ROAD REPAIR SERVICES PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION ($123,737.48)

SUMMARY

This Resolution authorizes the City Manager to accept the construction of the Citywide Road Repair Services project as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention in the amount of $123,737.48.

BACKGROUND

The City's Road Repair Services project consisted of pavement improvements; such as, pothole repair, grind and overlay; on various City streets that had distress pavement areas.

On December 3, 2020, pursuant to Resolution No. 25,166, the City Council awarded the Road Repair Services construction contract to All American Asphalt in the amount of $2,249,880 and a ten percent (10%) contingency in the amount of $224,988 for a total contract cost of 2,474,868.

All American Asphalt submitted their bid to provide 30,000 square yards of pothole preparation, 8,000 tons of asphalt installation, and the adjustment of 12 manholes. The project has been completed with a final installation of 45,253.21 square yards (sy) of pothole preparation and 5,089.29 tons (tn) of asphalt installation and other associated work as follows:

Item Description	Quantity	Unit	Unit Price	Total
Pothole Preparation	45,253.21	SY	$31.46	$ 1,423,665.99
Asphalt Installation	5,089.29	TN	$161.31	$ 820,953.37
Adjust Sewer Manholes	4.00	EA	$1,300	$ 5,200.00
Slurry				$ 29,566.24
Grind & Pave on 132nd St.				$ 195,364.00
Total Cost				**$ 2,474,749.60**

The project has been completed with a final construction cost of $2,474,749.60, which is $118.40 below the contract amount authorized by City Council. All construction items were completed per the contract documents.

STATEMENT OF THE ISSUE

The project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to five percent (5%) of each payment due was withheld from progress payments to ensure satisfactory completion.

City staff is requesting Council authorization to accept the project as completed, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office for the Road Repair Services project and authorize the release of the contractor's withheld retention in the amount of $123,737.48.

FISCAL IMPACT

There is no financial impact associated with release of the retention. Funds in the mount of five percent (5%) were withheld from each progress payment throughout the contract period.

ALTERNATIVE

The contractor has completed all work to the satisfaction of the construction specifications. Therefore, no other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council accept the completion of the Road Repair Services project, and authorize the release of the contractor's retention.

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 ACCEPT THE CONSTRUCTION OF THE CITYWIDE ROAD REPAIR SERVICES PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACT'S RETENTION ($123,737.48)

WHEREAS, the City's Road Repair Services project consisted of pavement improvements; such as, pothole repair, grind and overlay; on various city streets that had distress pavement areas; and

WHEREAS, on December 3, 2020, pursuant to Resolution No. 25,166, the City Council awarded the Road Repair Services construction contract to All American Asphalt in the amount of $2,249,880 and a ten percent (10%) contingency in the amount of $224,988 for a total contract cost of 2,474,868; and

WHEREAS, the project has been completed with a final installation of 45,253.21 square yards (sy) of pothole preparation and 5,089.29 tons (tn) of asphalt installation and other associated work as follows:

Item Description	Quantity	Unit	Unit Price	Total
Pothole Preparation	45,253.21	SY	$31.46	$ 1,423,665.99
Asphalt Installation	5,089.29	TN	$161.31	$ 820,953.37
Adjust Sewer Manholes	4.00	EA	$1,300	$ 5,200.00
Slurry				$ 29,566.24
Grind & Pave on 132nd St.				$ 195,364.00
Total Cost				**$2,474,749.60;** and

WHEREAS, the project has been completed with a final construction cost of $2,474,749.60, which is $118.40 below the contract amount authorized by City Council and all construction items were completed per the contract documents; and

WHEREAS, the project was conducted in accordance with California Public Contract Law, and a retention amount equivalent to five percent (5%) was withheld from each progress payment due the contractor to ensure satisfactory completion; and

WHEREAS, City staff is requesting Council authorization to accept the construction of the Citywide Road Repair Service project as complete, direct filing of the Notice of Completion and authorize the release of the contractor's withheld retention funds in the amount of $123,737.48.

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

SECTION 1. That the City hereby accepts the construction of the Road Repair Services project as complete.

SECTION 2. That City staff is authorized and directed to file the Notice of Completion with the Los Angeles County Recorder's Office.

SECTION 3. That the City Manager is authorized to cause the release to All American Asphalt withheld retention funds in the amount of One Hundred Twenty Three Thousand Seven Hundred Thirty Seven Dollars and Forty-Eight Cents ($123,737.48).

SECTION 4. 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 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PUBLIC WORKS DEPARTMENT
ROAD REPAIR SERVICES
LIST OF COMPLETED STREETS

No.	Street Name	Limits
1.	Bradfield Avenue	McMillan Street to Diane Drive
2.	Orchard Avenue & Pannes Avenue	Intersection
3.	Ward Avenue	Myrrh Street to Compton Boulevard
4.	Mayo Avenue	Myrrh Street to Compton Boulevard
5.	Cypress Street	Mayo Avenue to Santa Fe Avenue
6.	130th Street	Wilmington Avenue to Compton Avenue
7.	134th Street	Grandee Avenue to Compton Avenue
8.	Diane Drive	Bradfield Avenue to West Bound 600’
9.	Tucker Street	Long Beach Boulevard to Van Ness Avenue
10.	California Avenue & Bennet Street	Intersection
11.	Wadsworth Avenue	Claude Street to Bennett Street
12.	Claude Street	Wadsworth to Aprilla Avenue
13.	Claude Street	McKinley Avenue to 122’ East
14.	Acacia Avenue	Reeves Street to Caldwell Street
15.	Pannes Avenue	Pine Street to Orchard Street
16.	Muriel Avenue & Alondra Boulevard	Marcelle Street to Lucust Avenue
17.	132nd Street	Wilmington Avenue, Compton Avenue, & Grandee Avenue

July 14, 2020

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY CLERK**

SUBJECT: **APPOINTMENT OF MAYOR PRO TEM**

The Compton Municipal Code, Section 2-1.16 states that the Mayor Pro Tem seat shall rotate between each City Council member, beginning July 1.

Councilwoman Emma Sharif served as Mayor Pro Tem of the City Council for the 2019/2020 fiscal year. That term expired on June 30, 2020.

It is Staff's recommendation that the City Council appoint its new Mayor Pro Tem Councilwoman Michelle Chambers for fiscal year 2020/2021.

ALITA L. GODWIN, MMC
CITY CLERK

July 14, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING SIDE LETTER AGREEMENTS AMENDING THE MEMORANDUMS OF AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL EMPLOYEE BARGAINING UNITS AFSCME LOCAL 2325 AND SEIU LOCAL 721 TO TRANSFER THE SECURITY SERVICES COORDINATOR CLASSIFICATION BETWEEN BARGAINING UNITS

SUMMARY

Adoption of the attached resolution will ratify the Side Letter Agreements entered into amending the Memorandums of Agreement between the City and the Compton Management Employees Association, affiliated with the American Federal, State, County and Municipal Employees ("Local 2325") and the Compton Public Safety Auxiliary Unit, affiliated with the Service Employees International Union Local 721("Local 721").

Ratification of the Side Letter Agreements will approve the transfer of the Classified Service specification classification of Security Services Coordinator from Local 721 to Local 2325, effective retroactively to March 1, 2019.

BACKGROUND

Local 721 typically represents non-management, non-supervisory position classifications; however, the Security Services Coordinator classification, which is a supervisory level position, is currently included in the Compton Public Safety Auxiliary Unit ("Auxiliary Unit") and represented by Local 721. The City and Local 721 are parties to a Memorandum of Agreement ("MOA"), with an effective term of July 1, 2016 through June 30, 2019.

Local 731 notified the City in February 2020 that it sought to transfer the Security Services Coordinator classification out of the Auxiliary Unit. The City and Local 731 met and conferred regarding the proposed transfer of the Security Services Coordinator classification and in March 2020 reached a Side Letter Agreement regarding the proposed transfer of the Security Services Coordinator classification out of the Auxiliary Unit. The Side Letter Agreement between the City and Local 721 is attached to the proposed Resolution as Exhibit A.

Local 2325 represents supervisory and management level job classifications. In February 2020, the City notified Local 2325 of the proposed transfer of the Security Services Coordinator position out of the Auxiliary Unit, represented by Local 721, and into the

Compton Management Employees Association, represented by Local 2325. The City and Local 2325 met and conferred regarding the proposed transfer of the Security Services Coordinator classification and on May 18, 2020, the City and AFSCME finalized a Side Letter Agreement regarding the proposed transfer.

The Side Letter Agreement between the City and Local 2325 is attached to the proposed Resolution as Exhibit B.

STATEMENT OF ISSUE

The City has negotiated with the two (2) applicable employee bargaining units regarding the proposal to transfer the Security Services Coordinator position classification from Local 721 to Local 2325, and has entered into Side Letter Agreements which will amend the Memorandums of Agreement for each employee bargaining unit.

The review conducted by the City's labor relations management team indicates that this transfer moves the position into an employee bargaining unit with other classifications with which it shares a community of interest.

Thus, staff recommends that the City Council ratify the Side Letter Agreements with Locals 721 and 2325, respectively, amending the Memorandums of Agreement transferring the Security Services Coordinator position classification from the Compton Public Safety Auxiliary Unit (SEIU Local 721) to the Compton Management Employees Union Unit (AFSCME Local 2325).

FINANCIAL IMPACT

There is no financial impact to the City budget.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

**CRAIG J. CORNWELL
CITY ATTORNEY**

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING SIDE LETTER AGREEMENTS AMENDING THE MEMORANDUMS OF AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL EMPLOYEE BARGAINING UNITS AFSCME LOCAL 2325 AND SEIU LOCAL 721 TO TRANSFER THE SECURITY SERVICES COORDINATOR CLASSIFICATION BETWEEN BARGAINING UNITS

WHEREAS, the City and the Compton Public Safety Auxiliary Unit, affiliated with the Service Employees International Union Local 721("Local 721") are parties to a Memorandum of Agreement ("MOA"), with an effective term of July 1, 2016 through June 30, 2019; and

WHEREAS, Local 721 typically represents non-management, non-supervisory position classifications; however, the Security Services Coordinator classification, which is a supervisory level position, is currently included in the Compton Public Safety Auxiliary Unit ("Auxiliary Unit") and represented by Local 721; and

WHEREAS, Local 731 notified the City in February 2020 that it sought to transfer the Security Services Coordinator classification out of the Auxiliary Unit; and

WHEREAS, the City and Local 731 met and conferred regarding the proposed transfer of the Security Services Coordinator classification and in March 2020 reached a Side Letter Agreement regarding the proposed transfer of the Security Services Coordinator classification out of the Auxiliary Unit; and

WHEREAS, the Compton Management Employees Association, affiliated with the American Federal, State, County and Municipal Employees ("Local 2325") represents supervisory and management level job classifications and in February 2020, the City notified Local 2325 of the proposed transfer of the Security Services Coordinator position out of the Auxiliary Unit, represented by Local 731, and into the Compton Management Employees Association, represented by Local 2325; and

WHEREAS, the City and Local 2325 met and conferred regarding the proposed transfer of the Security Services Coordinator classification and on May 18, 2020, the City and AFSCME finalized a Side Letter Agreement regarding the proposed transfer; and

WHEREAS, review conducted by the City's labor relations management team indicates that this transfer moves the position into an employee bargaining unit with other classifications with which it shares a community of interest; thus, staff recommends that the City Council ratify the Side Letter Agreements with Locals 731 and 2325, respectively, amending the Memorandums of Agreement transferring the Security Services Coordinator position classification from the Compton Public Safety Auxiliary Unit (SEIU Local 731) to the Compton Management Employees Union Unit (AFSCME Local 2325).

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

Section 1. That the City Council hereby ratifies and adopts the Side Letter Agreement, attached hereto and incorporated herein as "Exhibit A", amending the Memorandum of Agreement between the City and the Compton Public Safety Auxiliary Unit, affiliated with the Service Employees International Union Local 721, to remove the Classified Service position classification of Security Services Coordinator from said Memorandum of Agreement, effective as of March 1, 2019.

Section 2. That the City Council hereby ratifies and adopts the Side Letter Agreement, attached hereto and incorporated herein as "Exhibit B", amending the Memorandum of Agreement between the City and the Compton Management Employees Association, affiliated with the American Federal, State, County and Municipal Employees Local 2325, to place the Classified Service position classification of Security Services Coordinator as a represented position classification of said Memorandum of Agreement, effective as of _____.

Section 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the City Clerk, provided to the Compton Management Employees Association, affiliated with the American Federal, State, County and Municipal Employees ("Local 2325") and the Compton Public Safety Auxiliary Unit, affiliated with the Service Employees International Union Local 721("Local 721") and attached to the current Memorandums of Agreement for each respective employee bargaining unit.

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

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF COMPTON
AND THE
COMPTON MANAGEMENT EMPLOYEES UNION AFSCME 2325

WHEREAS the City of Compton ("City") and the Compton Management Employees Union AFSCME 2325 ("AFSCME") are currently Parties to a Memorandum of Agreement ("MOA");

WHEREAS the term of the MOU is from July 1, 2016 through June 30, 2019;

WHEREAS, the Security Services Coordinator position, a management level position, is currently a position within the Service Employees International Union (S.E.I.U.), Local 721 Compton Public Safety Auxiliary Unit;"

WHEREAS, SEIU requested the transfer of the Security Services Coordinator position and the City previously met and conferred with SEIU regarding the potential transfer of the position from SEIU;

WHEREAS the Parties met and conferred, and reached an agreement on March 5, 2020, regarding the transfer of the Security Services Coordinator position from SEIU to AFSCME;"

WHEREAS the undersigned Parties are authorized representatives of the City and AFSCME;

THEREFORE, the Parties acknowledge and agree to the following:

1. Upon full execution of this Sideletter of Agreement, the Security Services Coordinator position will be deemed removed from SEIU Public Safety Auxiliary Unit and will be considered a position within the Compton Management Employees Union AFSCME 2325 unit, effective March 1, 2019. This position shall be included in the Parties' successor MOA.

Compton Management Employees Union
AFSCME 2325

By: _____
Van Wilson, President

Date: 5-18-2020

City of Compton

By: _____
Craig Cornwell, City Manager

Date: 5-18-2020

SIDE LETTER OF AGREEMENT
BETWEEN THE CITY OF COMPTON
AND THE
COMPTON MANAGEMENT EMPLOYEES UNION AFSCME 2325

WHEREAS the City of Compton ("City") and the Compton Management Employees Union AFSCME 2325 ("AFSCME") are currently Parties to a Memorandum of Agreement ("MOA");

WHEREAS the term of the MOU is from July 1, 2016 through June 30, 2019;

WHEREAS, the Security Services Coordinator position, a management level position, is currently a position within the Service Employees International Union (S.E.I.U.), Local 721 Compton Public Safety Auxiliary Unit;"

WHEREAS, SEIU requested the transfer of the Security Services Coordinator position and the City previously met and conferred with SEIU regarding the potential transfer of the position from SEIU;

WHEREAS the Parties met and conferred, and reached an agreement on March 5, 2020, regarding the transfer of the Security Services Coordinator position from SEIU to AFSCME;"

WHEREAS the undersigned Parties are authorized representatives of the City and AFSCME;

THEREFORE, the Parties acknowledge and agree to the following:

1. Upon full execution of this Sideletter of Agreement, the Security Services Coordinator position will be deemed removed from SEIU Public Safety Auxiliary Unit and will be considered a position within the Compton Management Employees Union AFSCME 2325 unit, effective March 1, 2019. This position shall be included in the Parties' successor MOA.

Compton Management Employees Union
AFSCME 2325

By: _____
Van Wilson, President

Date: 5-18-2020

City of Compton

By: _____
Craig Cornwell, City Manager

Date: 5-18-2020

July 14, 2020

TO: HONORABLE MAYOR AND COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. TO PROVIDE FEASIBLITY ANALYSIS AND FINANCIAL ASSESSMENT OF HOUSING DEVELOPMENT PROJECTS ($50,000)

SUMMARY

Adoption of this resolution authorizes the City Manager to enter into a professional services agreement with Keyser Marston Associates, Inc. to provide consultation and assistance in reviewing and evaluating financial and pro forma submittals from Developers for Housing Successor Agency projects utilizing 2010A Tax Exempt Housing Bonds for the implementation of various housing developments within the City and establish a purchase order in the amount of Fifty Thousand Dollars ($50,000.00).

BACKGROUND

On June 10, 2010, the former Community Redevelopment Agency ("CRA"), of the City of Compton issued Series 2010A Tax Exempt Housing Bonds for the implementation of various affordable housing programs involving the acquisition of specific sites for development of low and moderate income housing in the community. In accordance with bond covenants, the sites must be conveyed to qualified developers as subsidies to facilitate development of affordable housing for low to moderate income households.

The City, acting in its capacity as the Housing Successor Agency ("Housing Successor") is utilizing the former CRA's Series 2010A Tax Exempt Housing Bonds for the development of various affordable housing projects in accordance with the provisions of the bonds. The bond covenants require that properties and/or projects acquired/subsidized with bond proceeds must be developed and sold at below fair market value to qualified low-income homebuyers.

STATEMENT OF THE ISSUE

In order to ensure that projects funded with bond proceeds meet bond covenant requirements, on March 21, 2017, the City Council, acting in its capacity as the Housing Successor Agency adopted Resolution 24,544, which authorized the City Manager to enter into a professional services agreement with the firm of Keyser Marston Associates, Inc. ("KMA"), an experienced consulting firm with expertise to provide the

City with advice and assistance in reviewing and evaluating the financial and pro forma submittals from Developers associated with these projects and validate the amount of subsidies necessary to assure project feasibility in accordance with the tax-exempt status of the 2010A Bonds. The Council authorized a not-to-exceed $50,000.00 purchase order for services rendered pursuant to that agreement.

KMA has provided analysis of a number of developer proposals, including the City Ventures at 930 West Compton Boulevard. The developer is currently in escrow with the City for the purchase of that property to develop 24 single family for sale housing including affordable housing units.

The City is currently negotiating with a number of other developers to provide affordable housing with the 2010A Bond proceeds or on properties purchased with the 2010A Bond proceeds. Due to exhaustion of authorized funds, the agreement with KMA expired approximately a month ago.

Staff is requesting that City Council authorize the City Manager to enter into a new professional services agreement with KMA in the amount of $50,000.00 to complete the analyses they are currently working on and additional analyses expected to occur within the contract period. Staff believes that KMA has the unique mix of experience and knowledge skill set that will provide this service within a specified time frame as they are currently working on developer proposals and have an abundance of knowledge about those proposals that have critical grant deadlines. Employing the services of a different consultant at this juncture would significantly slow down the process and jeopardize grant funding. Use of the services of KMA will be on an “as-needed” basis only at an hourly rate of up to no more than $280.00 per hour and out-of-pocket expenses.

FISCAL IMPACT

There is no impact to the General Fund Account. The funds in the amount of $50,000.00 are available in the Housing Successor Agency’s Fiscal Year 2020-2021 budget in Account No. 1205-910-000-4262.

RECOMMENDATION

Staff recommends that City Council, acting in its capacity as the Housing Successor Agency adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF TH CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KEYSER MARSTON ASSOCIATES, INC. TO PROVIDE FEASIBLITY ANALYSIS AND FINANCIAL ASSESSMENT OF HOUSING DEVELOPMENT PROJECTS ($50,000)

WHEREAS, on June 10, 2010, the former Community Redevelopment Agency ("CRA"), of the City of Compton issued Series 2010A Tax Exempt Housing Bonds for the implementation of various affordable housing programs involving the acquisition of specific sites for development of low and moderate income housing in the community; and

WHEREAS, the City, acting in its capacity as the Housing Successor Agency ("Housing Successor") is utilizing the former CRA's Series 2010A Tax Exempt Housing Bonds for the development of various affordable housing projects in accordance with the provisions of the bonds, which require that properties and/or projects acquired/subsidized with bond proceeds must be developed and sold at below fair market value to qualified low-income homebuyers; and

WHEREAS, in order to ensure that projects funded with bond proceeds meet bond covenant requirements, on March 21, 2017, the City Council, acting in its capacity as the Housing Successor Agency adopted Resolution 24,544, which authorized the City Manager to enter into a professional services agreement with the firm of Keyser Marston Associates, Inc. ("KMA"), an experienced consulting firm with expertise to provide the City with advice and assistance in reviewing and evaluating the financial and pro forma submittals from Developers associated with these projects and validate the amount of subsidies necessary to assure project feasibility in accordance with the tax-exempt status of the 2010A Bonds; and

WHEREAS, the City is currently negotiating with a number of other developers to provide affordable housing with the 2010A Bond proceeds or on properties purchased with the 2010A Bond proceeds; however, due to exhaustion of authorized funds, the agreement with KMA expired approximately a month ago; and

WHEREAS, staff is requesting that City Council authorize the City Manager to enter into a new professional services agreement with KMA in the amount of $50,000.00 to complete the analyses they are currently working on and additional analyses expected to occur within the contract period; and

WHEREAS, staff believes that employing the services of a different consultant at this juncture would significantly slow down the process and jeopardize development projects and funding; and

WHEREAS, funds for this expenditure is currently available in the FY 2020-2021 Housing Successor Agency Budget.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager, with City Attorney advice and approval is hereby authorized to execute a professional services contract with Keyser Marston Associates, Inc. to provide consultation and assistance in reviewing and evaluating financial and pro forma submittals from Developers for Housing Successor Agency projects utilizing 2010A Tax Exempt Housing Bonds for the implementation of various housing developments within the City.

SECTION 2. That a purchase order in the amount of Fifty Thousand Dollars ($50,000.00) is authorized to be established for Keyser Marston Associates, Inc.

SECTION 3. That funds in the amount of $50,000.00 are allocated in the 2020-2021 Fiscal Year budget in Account No. 1205-910-000-4262.

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

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 the 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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON HOUSING SECCESSOR AGENCY
AND
KEYSER MARSTON ASSOCIATES, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON HOUSING SUCCESSOR AGENCY,** a municipal corporation of the State of California (hereinafter referred to as **"HOUSING SUCCESSOR"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **KEYSER MARSTON ASSOCIATES, INC.** (hereinafter referred to as **"CONSULTANT"**) located at 500 South Grand Avenue, Suite 1480, Los Angeles, California 90071, (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has a need to employ the services of an experienced and professional real Housing Successor in evaluating developer submittals for projects utilizing specified Housing Bonds; and

WHEREAS, Consultant (Keyser Marston Associates, Inc.) warrants that it is specifically trained, experienced, competent and has the resources to provide such necessary services which will be required by this Agreement; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, By Resolution No. _____, adopted on the ___ day of _____, 2020, the City Council gave approval to award a contract to the Consultant to provide the services required; and

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Parties, for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing the Housing Successor with assistance in reviewing and evaluating financial and proforma submittals from developers for projects utilizing 2010A Tax Exempt Housing Bonds for the implementation of various housing developments to include, but not be limited to:

a. Review documents, project description, pro forma for a proposed project

b. Prepare a financial analysis, including:

- A residual land value analysis for the project, including analysis of proposed construction costs, stabilized net operating income including impact of affordability restrictions, anticipated available funding sources and cash flow analysis
- Identification of issues facing proposed project
- Recommendations of how to structure Disposition and Development Agreement
- If Low and Moderate Income Housing Asset Funds proposed to assist project, Consultant will calculate SB 341 metrics and work with Developer and Housing Successor to assure project in compliance with State's affordable housing requirements
- Consultant analysis presented in technical memorandum

c. Assist in negotiations with Developers in establishing deal terms

d. Review and provide comments on Disposition and Development Agreements

e. Prepare 33433 reports for conveyances of Housing Successor parcels

f. Review Developer's estimates of market and affordable rents or prices, compare to existing market and statutory requirements for rents and prices

g. Provide additional project related services, including assistance with negotiations or testimony at hearing

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with generally accepted standards of professional practice. While performing the services, Consultant agrees to perform all the said services and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and sub-contractors, if any, and will keep the services under its control. On request of City, if any employee or sub-contractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, Consultant will discharge said employee or sub-contractor from performing services pursuant to provisions of this Agreement.

Julie Romey, Senior Principal of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

Craig J. Cornwell, City Manager or his/her authorized designee, of the City's Manager's Office, is hereby designated as the City's Representative for this Project/Agreement.

2. **Duration of Contract.** The Consultant shall commence services requested by the City on issuance of Notification to Proceed from the City to Consultant and continue to perform, in a diligent and professional manner, those services requested and required pursuant to this Agreement. This Agreement shall automatically terminate on exhaustion of the authorized maximum compensation of **Fifty Thousand Dollars ($50,000.00)**, unless this Agreement is extended or otherwise terminated as provided herein.

Consultant will generally adhere to any schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes,

lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a time and material basis as specified within Consultant's **"Proposal for Feasibility Analysis Services,"** dated May 26, 2020, which is incorporated herein. Unless otherwise agreed in writing, the total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the Parties.

It is understood and agreed between the Parties that the maximum compensation authorized for the services provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **Fifty Thousand Dollars ($50,000.00),** unless otherwise authorized by the City Council.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **City Manager's Office** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the

Work Product. Consultant will not be responsible for deficiencies attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Contract. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers, joint venture or partner of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights. Consultant will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Contract.

The payment(s) made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or Consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the Consultant's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the negligent acts, errors

and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the negligent acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, sub-consultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverage's and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes

that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.3 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as "additional insured's" with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. Consultant represents (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) will exercise the professional standard of care in the performance of the services called for by this Agreement not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will

determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a sub-consultant.

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Certifications. 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:

.a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and
.b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
.c Does not have a proposed debarment pending; and
.d 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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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.

_____ _____

Name, title **Date**

20. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

21. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

22. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

23. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

24. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

25. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.

26. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

28. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:	**Keyser Marston Associates, Inc.** **500 South Grand Avenue, Suite 1480** **Los Angeles, California, 90071** **Attn: name, title** **(213) 622-8095** **( ) – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: name, title** **(310) 605-5585 - Office** **(310) 761-1429 - Fax**

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

30. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

KEYSER MARSTON ASSOCIATES, INC.
CONSULTANT

Dated: _____ **By _____**
Name, title

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

KEYSER MARSTON ASSOCIATES
ADVISORS IN PUBLIC/PRIVATE REAL ESTATE DEVELOPMENT

May 26, 2020

ADVISORS IN:
Real Estate
Affordable Housing
Economic Development

BERKELEY
A. Jerry Keyser
Timothy C. Kelly
Debbie M. Kern
David Doezema
Kevin Feeney

LOS ANGELES
Kathleen H. Head
James A. Rabe
Gregory D. Soo-Hoo
Kevin E. Engstrom
Julie L. Romey
Tim R. Bretz

SAN DIEGO
Paul C. Marra

Michael Antwine
Assistant City Manager
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

RE: Proposal for Feasibility Analysis Services

Dear Michael:

Keyser Marston Associates, Inc. (KMA) is pleased to provide the City of Compton (City) with a proposal to provide real estate financial analysis services associated with housing and mixed-use projects. KMA understand that the City has four to five housing development projects that will require financial analysis.

STATEMENT OF QUALIFICATIONS

Description of Firm

KMA is a full-service real estate, financial, redevelopment and economic consulting firm specializing in real estate advisory and evaluation services. KMA is a privately held corporation that was incorporated in 1973. KMA has one of the larger real estate advisory practices on the West Coast. The majority of KMA assignments involve long-standing client relationships.

KMA has 29 professional staff members in offices located in Los Angeles, Berkeley and San Diego. The Los Angeles office provides advisory services to government agencies and private sector clients throughout Southern California.

After more than 40 years, KMA has held the same commitment to clients: to provide creative pragmatic solutions to complex urban development. Our practice areas include:

▪ Public-Private Real Estate Transactions	▪ Infrastructure and Public Finance
▪ Fiscal and Economic Impacts	▪ Transit-Oriented Neighborhoods
▪ Public Benefits and Entitlements	▪ Affordable and Inclusionary Housing
▪ Economic Development	

We approach all our assignments from a reality-based perspective. Our objective is to provide decision-makers with sound advice supported by strong technical analysis of all economic factors that impact success, including:

▪ Market Conditions	▪ Financial Investment Requirements
▪ Community Needs and Benefits	▪ Development Issues

KMA's unique strength is the depth, continuity and availability of our principals who average more than twenty years of practical experience in working with business and government. Their personal involvement is a key factor in the firm's ongoing success. Their knowledge and expertise bring clarity to the complexities of real estate development. KMA's principals are frequent speakers to such industry groups as the Urban Land Institute and the California League of Cities. They have also served on policy-advisory committees for the State Legislature and Governor on issues such as affordable housing, economic development and military base reuse.

The increased complexities of real estate transactions demand a strong technical understanding of market opportunities and constraints. KMA can provide services that are grounded in a fundamental understanding of the Southern California real estate market, project valuation and project financing. Unique characteristics possessed by KMA include:

Experience

KMA has over 40 years of experience assisting clients throughout the West in real estate market and evaluation services; negotiation services; structuring public/private transactions; and project implementation services.

Cost Effectiveness

KMA is able to be cost effective for our clients given our ability to provide comprehensive services relating to market and financial feasibility, economic analysis, direct implementation experience and public finance without the need for multiple consultants.

Commitment

KMA offers the commitment of principals who are recognized leaders in real estate advisory services throughout California. Our philosophy and structure results in clients having maximum direct contact with the firm's principals.

Relevant Areas of Expertise

KMA has a robust practice in evaluating the development economics of individual projects, and our staff are experts in analyzing a full range of residential uses including rental and for-sale projects; projects in urban, suburban and rural locations; and very-low income to luxury unit types. From this practice, we understand construction costs, financing structures and the "feasibility gap" associated with developing affordable units. The use of market demand analyses and pro forma financial analyses to evaluate the financial feasibility of a wide range of projects is one of KMA's notable strengths. Financial feasibility analyses are typically geared toward providing KMA's public sector clients with a perspective on the private sector development economics for proposed projects.

KMA provides a complete range of financial analyses and consulting services for development projects. These include market analyses, highest and best use studies, financial feasibility analyses, preparation of requests for qualifications and proposals, developer selection, and disposition negotiations including ground lease negotiations. Uniquely, KMA combines its real estate advisory services with a range of financial and economic evaluation services, projection of public revenues, fiscal impact analyses and economic analyses of alternative land use options. This integration of disciplines allows extremely cost effective coordinated services for our clients.

Market and Financial Analysis of Projects with an Affordable Housing Component

KMA prepares market and financial analyses that result in identifying an appropriate level of client investment in a project. We evaluate the impact of burdens and incentives on affordable housing programs and advise on all aspects of project financing. KMA is practiced in all aspects of housing finance and underwriting and brings in-depth expertise in a variety of financing techniques such as the following:

Debt Sources	Tax Credits	HUD	HCD	Other Funding Sources
•Conventional loans •Tax-exempt multi-family bonds •Section 221d3/4 FHA mortage insurance •CalHFA programs	•9% and 4% Low Income Housing •New Markets •Historic	•HOME •Section 8 •Section 202/811 •McKinney Act •CDBG •New Issue Bond Program •TOD loans and grants •Infill Infrastructure grants	•Multi-Family Housing Program •BEGIN •CalHOME •Joe Serna Jr Farmworker Program	•Property tax increment housing set-aside •FHLB AHP •Mental Health Services Act •USDA Rural Development grants and loans

The successful disposition of properties and the structuring of affordable housing transactions requires a strong technical understanding of real estate, financing markets and a keen understanding of California laws and various funding sources that affect the disposition of public property. The firm is unique among other real estate consulting firms in that we possess this entire array of skills. The combined knowledge and expertise in these areas has resulted in KMA's ability to provide services, which not only comply with the current policies and practices pertaining to local development, but are also based on a fundamental understanding of real estate markets, valuation and financing.

Our services include the following:

▪ Financial Gap Analysis & Site Valuation Analyses	▪ Ongoing Covenant & Residual Receipts Monitoring
▪ Business Terms Negotiations	▪ Public-Private Transactions
▪ Layering & Leveraging Tests	

REFERENCES

Examples of our experience and long-term relationships are provided below:

City of Los Angeles Housing + Community Investment Department (HCIDLA)
KMA provides on-going real estate and negotiations assistance to HCIDLA on a variety of land transactions including ownership and rental projects. HCIDLA received numerous properties from the former Community Redevelopment Agency of the City of Los Angeles, as well as surplus properties from other City departments. These properties are proposed to be developed with affordable housing projects with a

focus on providing permanent supportive housing (PSH) units. KMA's tasks include financial and feasibility analyses, property disposition, developer selection and negotiation for long term ground leases. The projects are financed with a variety of funding sources including Low Income Housing Tax Credits, State of California funding sources, as well as the City's HHH funds which are designated for PSH units. KMA summarizes each transaction in a memorandum and presents each project to HCIDLA's Loan Committee for approval. For these tasks, KMA draws on our extensive knowledge and experience with project economics, including construction costs, financing structures, and the "feasibility gap" associated with developing affordable units. LADOT owns four parcels located at Hollywood & Wilcox in Hollywood which will be developed with new commercial space and 154 residential units, of which 61 units will be affordable for low income artist households. KMA worked with HCIDLA on pro forma analysis and negotiations with the developer in preparation for approval by the Loan Committee. The schedule was driven by the funding sources (including tax credits, AHSC funds, and tax-exempt bonds) and City approval deadlines. KMA is currently assisting HCIDLA with ground lease negotiations for the commercial building adjacent to the residential project that the developer will rehabilitate utilizing CDBG and NMTC funding sources and use for below market rate offices, art gallery and performance space for artists.	
Assigned Staff	Kathe Head, Julie Romey, Tim Bretz
Project Schedule	Ongoing basis
Reference	Helmi Hisserich, Director, 213-808-8662, Helmi.hisserich@lacity.org

Los Angeles County Development Authority (LACDA)
Since 2015, KMA has been providing on-going financial consulting services to LACDA. In particular, KMA has reviewed development proposals from throughout the County that are submitted through the LACDA's NOFA process. This task includes performing a threshold review of the financial and economic components of the project as well as a technical review that considers the LACDA's underwriting guidelines and funding/market conditions to determine the feasibility as well as need for assistance. KMA then presents the proposals to the LACDA NOFA Committee and discusses how to resolve identified issues. KMA has also been on various developer selection review panels for LACDA, including the recent American Legion Site in Downey that is owned by the County and near a transit station. As the number of projects and funding sources have increased for

LACDA, KMA has also assisted staff with moving projects through the underwriting process. A recent example is KMA's work on the third phase of the McCadden Campus in early 2019. The project includes an emergency overnight shelter for youth and 98 residential units which will serve seniors, formerly homeless and chronically homeless individuals. KMA assisted LACDA staff with finalizing and closing the transaction and ensuring that the LACDA investment was protected. This involved weekly closing calls with all eight funding sources representatives and legal teams. KMA also reviewed and suggested legal language for the LACDA agreement and presented the project to the Underwriting Committee to get the final approval to fund the project.	
Assigned Staff	Julie Romey, Kathe Head
Project Schedule	2015 – present (ongoing basis)
Reference	Lynn Katano, Director Housing Investment & Finance Division 626-586-1806 Lynn.Katano@lacdc.org

City of Long Beach	
KMA has represented Long Beach since the late 1970's, including in the areas of real estate disposition, fiscal and economic analyses, market feasibility studies, property tax increment projections, and affordable housing projects. Affordable housing services provided by KMA include developer selection, financial analysis and negotiations services for market rate housing and affordable housing transactions, capital planning for the use of affordable housing funds, financial feasibility analysis for a proposed inclusionary housing program, fiscal consultant services related to bond financings and refinancings, and a replacement housing program for projects located in the Coastal Zone that are subject to the Mello Act. KMA also works with the City's Housing Department to evaluate and negotiate transactions in the downtown area and throughout the City. Most recently, KMA conducted an inclusionary housing feasibility study for the City, including evaluating the financial feasibility of on-site and in-lieu fee requirements.	
Assigned Staff	Julie Romey, Kathe Head, Tim Bretz, Jim Rabe, Greg Soo-Hoo
Project Schedule	2015 - present
Reference	Sergio Ramirez, Deputy Director Economic & Property Development, City of Long Beach 562-570-6129 Sergio.ramirez@longbeach.gov

KEY PERSONNEL & EXPERTISE

KMA's unique strength is the depth, continuity and availability of our principals who average more than twenty years of practical experience in working with business and government. Their personal involvement is a key factor in the firm's ongoing success. Their knowledge and expertise bring clarity to the complexities of real estate development. It also allows them to clearly speak on complex projects to senior management and at executive sessions and public meetings. KMA's principals are frequent speakers to such industry groups as the Urban Land Institute, the California League of Cities, and the California Association for Local Economic Development. They have also served on policy-advisory committees for the State Legislature and Governor on issues such as affordable housing, economic development and military base reuse.

KMA's principals have acted as instructors at the following CRA Institute courses: Beginning and Advanced Affordable Housing; Affordable Home Ownership; Pro Forma Analysis; Components of the DDA; Developer Selection; and Redevelopment Finance. KMA principals have also lectured at the UCLA Anderson School of Business, the UCLA Graduate School of Urban Planning, the USC Graduate School of Urban Planning; and the California State University at Long Beach Graduate School of Public Administration.

Julie Romey **Senior Principal**	Ms. Romey is a Senior Principal in the Los Angeles office who has over 20 years of real estate and affordable housing experience. Ms. Romey has had a role in structuring development agreements, affordable housing strategies, HOME Program policies and procedures manuals, preparing HOME Layering Analyses, and monitoring affordability restrictions and loan agreements. She also assists Successor Agencies with shut down, long range property management plans and SB 341 issues. In addition, she assisted Pasadena and Glendale with structuring transactions that utilize the New Markets Tax Credit program in financing residential ownership projects.

Kathleen Head **Managing Principal**	Ms. Head is the Managing Principal of the Los Angeles office and has been with KMA since 1983. Ms. Head manages the housing related services performed by the Los Angeles office and has extensive experience in program creation, policy analysis, feasibility evaluations and transaction structuring. Ms. Head has analyzed hundreds of projects utilizing tax-exempt financing and tax credits, as well as various local, state and federal assistance packages.
James Rabe **Senior Principal**	Mr. Rabe is a Senior Principal in the Los Angeles office who has over 25 years of financial and real estate consulting experience. Mr. Rabe manages the real estate related services performed by the Los Angeles office and has extensive experience with public finance, development strategy, developer selection, and deal structuring capabilities. He has been involved in the analysis and implementation of public/private residential, retail, industrial, office and mixed-use projects in California and Arizona. Mr. Rabe has been involved in the negotiation of development agreements, owner participation agreements and ground leases for office, retail, hotel, apartment, industrial and mixed-use projects, and parking facilities.

PROPOSED SCOPE OF SERVICES

Given that KMA has not been provided with the specifics of the housing and mixed-use projects that will be assigned, the following outlines the services typically provided during a financial analysis of a project:

1. Review documents, project description, pro forma for a proposed project.

2. Prepare a financial analysis, including:

    a. A residual land value analysis for the project that will include an analysis of the proposed construction costs, the stabilized net operating income including the impact of any affordability restrictions, anticipated available funding sources and a cash flow analysis;

    b. Identification of issues facing the proposed project; and

c. Recommendations of how to structure the Disposition and Development Agreement (DDA).

d. If any Low and Moderate Income Housing Asset Fund (LMIHAF) money is proposed to assist a project, KMA will calculate the SB 341 metrics and work with the Developer and City to make sure the project will help the City stay in compliance with the State of California's affordable housing requirements.

e. The KMA analysis will be presented in a technical memorandum.

3. KMA will assist the City with negotiations with the Developer to establish deal terms.

4. KMA will review and comment on the DDA.

5. KMA will prepare a 33433 report for the conveyance of Successor Agency parcels.

6. KMA will be available to present the proposed projects to decision makers, as requested by staff.

Information Request

In order to perform the analysis described above efficiently, KMA requests that the following information be provided for each project:

1. A site plan, elevations and detailed project description, including current zoning, site conditions and ownership.

2. What entitlements are needed to construct the proposed project?

3. A detailed pro forma from the developer that matches the site plan.

4. A written proposal of what the Developer is requesting from the City, as well as proposed terms.

5. What services and amenities will be provided to the tenants?

6. If the project includes market rate residential units or commercial space, information needs to be provided to back up the market rent assumptions.

7. Will the project require the payment of State of California prevailing wage requirements?

8. A detailed proposed schedule of development and financing.

9. The City should provide a summary of up to date negotiations with the developer and what potential funding sources are available to meet the developer's request for financial assistance.

PROPOSED BUDGET AND SCHEDULE

KMA understands that the City has a budget of $50,000 for financial analysis services. KMA proposes that the scope of services will be provided on a time-and-materials basis, not to exceed $50,000. At the beginning of each assignment, KMA will provide staff with a budget estimate and time frame to complete the assignment. If a project is straightforward and all of the information requested is received in a timely manner, KMA can complete the scope of services for $10,000 to $15,000. The number of meetings and the length of negotiations can cause the budget to increase. KMA will keep the City informed of the status of the budget as the analysis moves forward.

It typically takes approximately three weeks for KMA to finish a financial analysis for a project. However, this timeline is sensitive to how quickly developer and the City can respond to questions that arise.

For reference purposes, the KMA billing rates for staff members that will be assigned to this engagement are presented in the following table:

	2020/2021
Managing Principal*	$280.00
Senior Principal*	$270.00
Principal*	$250.00
Senior Associates	$187.50
Analysts	$130.00
Technical Staff	$95.00
Administrative Staff	$80.00

Directly related job expenses not included in the above rates are: auto mileage, air fares, hotels and motels, meals, car rentals, taxies, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost. Monthly billings for staff time and expenses incurred during the period will be payable within thirty (30) days of invoice date.

* Rates for individuals in these categories will be increased by 50% for time spent in court testimony.

KMA appreciates the opportunity to submit this proposal. If the proposal can be

Sincerely,
Keyser Marston Associates, Inc.

Julie Romey

Julie Romey
Senior Principal

July 14, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON PUBLIC SAFETY AUXILIARY EMPLOYEE BARGAINING UNIT (SEIU LOCAL 721) TO MODIFY THE SALARIES OF THE SECURITY SERVICESS OFFICER AND PARKING CONTROL OFFICER CLASSIFICATIONS

SUMMARY

Adoption of the attached resolution will ratify the Side Letter Agreement entered into amending the Memorandum of Agreement between the City and the Compton Public Safety Auxiliary Unit ("Auxiliary Unit"), affiliated with the Service Employees International Union Local 721("Local 721").

Ratification of the Side Letter Agreement will approve modifying the salaries of the salaries of the Security Services and Parking Control Officers position classifications, effective retroactively to December 19, 2017.

BACKGROUND

Local 721 typically represents non-management, non-supervisory position classifications. The Security Services Officer classification and the Parking Control Officer classification are rank and file positions, which are currently included in the Auxiliary Unit and represented by Local 721. The City and Local 721 are parties to a Memorandum of Agreement ("MOA"), with an effective term of July 1, 2016 through June 30, 2019.

On January 8, 2019, Local 721 notified the City that it believed that pay inequities existed affecting the Security Services Officer classification and the Parking Control Officer classification. The City and Local 721 met and conferred regarding the purported pay inequities affecting these position classifications and on February 27, 2019, the City and Local 721 reached an agreement regarding pay adjustments to the Security Services Officer classification and the Parking Control Officer classification, based on years of service. The Side Letter Agreement between the City and Local 721 is attached to the proposed Resolution.

STATEMENT OF ISSUE

The City has negotiated with Local 721 to address purported pay inequities for incumbent employees in two (2) classifications in the Auxiliary Unit, the Security Services Officer and the Parking Control Officer positions. The City and SEIU reached an agreement to provide the following tiered equity pay adjustments to incumbent employees in these two classifications:

> **Tier 1:** Employees with at least five (5) consecutive years of service in the classifications of Security Services Officer and Parking Control Officer shall receive a two percent (2%) ongoing, pensionable equity adjustment, as determined by CalPERS, added to their regular base salary beginning on the incumbent employee's five (5) year anniversary date of retention in either classification.
>
> **Tier 2:** Employees with at least eight (8) consecutive years of service in the classifications of Security Services Officer and Parking Control Officer shall receive an additional three percent (3%) ongoing, pensionable equity adjustment, as determined by CalPERS, added to their regular base salary beginning on the incumbent employee's eight (8) year anniversary date of retention in either classification.

These equity adjustments would be effective for incumbents in these positions, retroactive to December 19, 2017.

FINANCIAL IMPACT

The estimated cost to fund the Service Employees International Union Local 721 ("SEIU"), Public Safety Auxiliary Unit ("Unit") retroactive pay for the period of December 19, 2017 through June 30, 2020 is Forty-Five Thousand, Seven Hundred Seventy-Two Dollars ($45,772.00).

ALTERNATIVE

No alternative is proposed at this time.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON PUBLIC SAFETY AUXILIARY EMPLOYEE BARGAINING UNIT (SEIU LOCAL 721) TO MODIFY THE SALARIES OF THE SECURITY SERVICES OFFICER AND PARKING CONTROL OFFICER CLASSIFICATIONS

WHEREAS, the City and the Compton Public Safety Auxiliary Unit ("Auxiliary Unit"), affiliated with the Service Employees International Union Local 721("Local 721") are parties to a Memorandum of Agreement ("MOA"), with an effective term of July 1, 2016 through June 30, 2019; and

WHEREAS, Local 721 typically represents non-management, non-supervisory position classifications and the Security Services Officer classification and the Parking Control Officer classification are rank and file positions, which are currently included in the Auxiliary Unit and represented by Local 721; and

WHEREAS, on January 8, 2019, Local 721 notified the City that it believed that pay inequities existed affecting the Security Services Officer classification and the Parking Control Officer classification; and

WHEREAS, the City and Local 721 met and conferred regarding the purported pay inequities affecting these position classifications and on February 27, 2019, the City and Local 721 reached an agreement regarding pay adjustments to the Security Services Officer classification and the Parking Control Officer classification, based on years of service.

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

Section 1. That the City Council hereby ratifies and adopts the Side Letter Agreement, attached hereto and incorporated herein, amending the Memorandum of Agreement between the City and the Compton Public Safety Auxiliary Unit, affiliated with the Service Employees International Union Local 721, to provide the following tiered equity pay adjustments to incumbent employees in the Classified Service position classifications of Security Services Officer and Parking Control Officer:

Tier 1: Employees with at least five (5) consecutive years of service in the classifications of Security Services Officer and Parking Control Officer shall receive a two percent (2%) ongoing, pensionable equity adjustment, as determined by CalPERS, added to their regular base salary beginning on the incumbent employee's five (5) year anniversary date of retention in either classification.

Tier 2: Employees with at least eight (8) consecutive years of service in the classifications of Security Services Officer and Parking Control Officer shall receive an additional three percent (3%) ongoing, pensionable equity adjustment, as determined by CalPERS, added to their regular base salary beginning on the incumbent employee's eight (8) year anniversary date of retention in either classification.

Section 2. That the above equity adjustments would be effective for incumbents in the Security Services Officer and Parking Control Officer classifications, retroactive to December 19, 2017.

Section 3. That the estimated cost to fund the Service Employees International Union Local 721 ("SEIU"), Public Safety Auxiliary Unit ("Unit") retroactive pay for the period of December 19, 2017 through June 30, 2020 is Forty-Five Thousand, Seven Hundred Seventy-Two Dollars ($45,772.00).

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, and City Clerk, provided to the Compton Public Safety Auxiliary Unit, affiliated with the Service Employees International Union Local 721("Local 721") and attached to the current Memorandum of Agreement with Auxiliary Unit (Local 721).

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

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested to 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

SIDE LETTER AGREEMENT BETWEEN
SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721 (SEIU 721)
AND CITY OF COMPTON
REGARDING SECURITY OFFICER AND PARKING CONTROL OFFICER SALARIES

The City of Compton (City) and Service Employees International Union Local 721 (the Union) are parties to a Memorandum of Understanding dated July 1, 2016 through June 30, 2019 covering the Public Safety Auxiliary Bargaining Unit (MOU).

Pursuant to MOU Article 28(B) SALARIES, the parties met and conferred regarding the Union's proposed inequities for the Parking Control Officer and Security Officer classifications on January 8, 2019. The parties have reached the following agreement with respect to inequities based on years of service for these classifications:

- Tier 1: Employees with at least five (5) consecutive years of service in the classifications of Parking Control Officer and Security Officer at the City of Compton shall receive a two percent (2%) ongoing, pensionable equity adjustment, as determined by CalPERS, added to their regular base salary beginning on their five (5) year anniversary date.
- Tier 2: Employees with at least eight (8) consecutive years of service in the classifications of Parking Control Officer and Security Officer at the City of Compton shall receive an additional three percent (3%) ongoing, pensionable equity adjustment, as determined by CalPERS, added to their regular base salary beginning on their eight (8) year anniversary date.

These equity adjustments apply only to employees in two of the three classifications in the Public Safety Unit, the Parking Control Officer and Security Officer, and are to be effective retroactive to December 19, 2017. Bargaining Unit employees shall receive one or both equity adjustments as applicable based on their anniversary date(s) in their respective classification. Additionally, these equity adjustments shall apply to former bargaining unit members Darnell Barnett and Lee Ng, who have since promoted out of the bargaining unit, effective December 19, 2017 until their last day in the classification.

This Agreement is intended to be on-going and added to the Salaries Article of the MOU during the successor negotiations.

Date: 3/27/19

For the CITY OF COMPTON:

Laurence Adams, Assistant City Manager

Mily C. Huntley, Assistant City Manager

Anthony Ward, Code Enforcement Manager

For SEIU LOCAL 721:

Kevin Monk, Representative

Travis Wilson, Parking Officer

Andre Brown, Security Officer

3/27/19
Jody Klipple, SEIU Attorney

JULY 14, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 3,934 SQUARE FOOT (14'x280') SECTION OF ALLEY LOCATED NEAR 538 EAST OAKS STREET AND 1805 NORTH SANTA FE AVENUE (STREET ALLEY VACATION NO. 18-01)

SUMMARY

The City Council will consider a resolution approving and ordering the vacation of a portion of public right-of-way located near 538 East Oaks Street and 1805 North Santa Fe Avenue.

BACKGROUND

On June 16, 2020 the City Council adopted Resolution No. 25,287 which declared the City's intention to vacate a portion of excess right-of-way and schedule a public hearing for July 7, 2020.

The is request from the property owner to vacate a section of excess public right-of-way; approximately 3,934 square foot area. The area to be vacated is a landlocked remnant portion that does not have any street access. It bisects properties owned and operated by Foster Farms, so that solely Foster Farms employees to access their properties currently use the alley.

Foster Farms is requesting the approval of Street Vacation No. 18-01 to remove a land locked 3,934 square foot portion of alley measuring 14' x 280' located near 538 East Oaks Street and 1805 North Santa Fe Avenue. The proposed street vacation (abandonment) will remove a land locked portion of alley right-of-way inaccessible to the public and bordered on three sides by the Foster Farms property.

Pursuant to Section 65402 of the California Government Code, the Planning Commission is required to review all vacations for conformity with the general plan. On November 13, 2019, the City's Planning Commission declared that the proposed street vacation, as legally described on Exhibit "A", is in conformance with the goals and policies of the City of Compton's adopted 1991 General Plan.

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 hearing before the City Council on the matter. The second phase is the 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 approving and ordering the proposed right-of-way vacation.

FINANCIAL IMPACT

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

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution approving and ordering vacation of a portion of public right-of-way located near 538 East Oaks Street and 1805 North Santa Fe Avenue.

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

Attachments:
Vacation Aerial Map
Vacation Exhibit 'A'
Vacation Exhibit 'B'

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ORDERING THE VACATION OF A SECTION OF EXCESS PUBLIC RIGHT-OF-WAY CONSISTING OF APPROXIMATELY 3,934 SQUARE FOOT (14'x280') SECTION OF ALLEY LOCATED NEAR 538 EAST OAKS STREET AND 1805 NORTH SANTA FE AVENUE (STREET ALLEY VACATION NO. 18-01)

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, in its Resolution No. 25,287, adopted June 16, 2020, the City Council declared its intention to vacate a portion of a public right-of-way through proceedings conducted under the provisions of the Public Streets, Highways, and Service Easements Vacation Law appearing in Chapter 3, Part 3, of the California Streets and Highways Code; 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 current or future public use and that the vacation serves the public interest and has been reviewed by the City of Compton Public Works Department and has been determined that the area to be vacated is not necessary for any present or future public use and that the vacation serves no public interest and will eliminate maintenance costs and liabilities imposed on the City; 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 City's currently adopted 1991 General Plan; and

WHEREAS, on November 13, 2019, the City of Compton Planning Commission adopted Resolution No. 4005, 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 2010 General Plan; and

WHEREAS, there are existing utilities within this area and an easement for public utilities will be reserved from this vacation pursuant to the Streets and Highway Code, Part 3. Public Streets, Highways and Service Easement Vacation Law, Chapter 5 Reservation and Preservation of Easements, Article 1 Reservation of Easements, Section 8340; and

WHEREAS, pursuant to Streets and Highways Code, notice of the date, time and place of the public hearing was published in the Compton Bulletin on June 24, 2020 and July 1, 2020 and posted along Oaks Street; and

WHEREAS, a hearing was held by the City Council on July 7, 2020, as provided therein, whereby evidence offered by all persons interested in the proposed vacation was heard; and

WHEREAS, from all evidence submitted, the City Council finds that the public right-of-way described and shown Exhibits "A" and "B", is unnecessary for current or future prospective public use; and

WHEREAS, Foster Farms has filed a request to vacate a 3,934 square foot (14'x 280') section of alley located near 538 E. oaks street and 1805 N. Santa Fe Avenue as legally described on Exhibit "A" and Exhibit "B" as follows:

Parcel 1:

THE NORTH 260 FEET OF LOT 14, IN BLOCK 9 OF BELLE-VERNON ACRES, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 196 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHERLY 35 FEET THEREOF.

APN: 6167-014-022

PARCEL 2:

THE NORTH 260 FEET OF LOT 15, IN BLOCK 9 OF BELLE-VERNON ACRES, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 196 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

APN: 6167-014-025

PARCEL 3:

LOT 18 AND THE NORTH 65 FEET OF LOT 19, IN BLOCK 9 OF BELLE-VERNON ACRES, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 196 OF MAPS, IN THE OFFICE OF THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6167-019-025

PARCEL 4:

LOT 20 AND THE SOUTHERLY 10 FEET OF LOT 19, IN BLOCK 9 OF BELLE-VERNON ACRES, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK PAGE 196 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6167-019-005

PARCEL 5:

LOT 15, IN BLOCK 9 OF BELLE-VERNON ACRES, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 196 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY. EXCEPT THEREFROM THE NORTH 260 FEET THEREOF.

APN: 6167-014-024

PARCEL 6:

LOT 36 IN BLOCK 8 OF BELLE VERNON ACRES, IN THE CITY OF COMPTON, COUNTY OF ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 9 PAGE 196 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6169-031-014

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

Section 1. That the above Recitals are true and incorporated herein by reference.

Section 2. That the City Council approves and orders the vacation of a portion of a section of excess public right-of-way, approximately 3,934 square foot (14'x280') section of alley located near 538 East Oaks Street and 1805 North Santa Fe Avenue, in Compton (Street Alley Vacation No. 18-01) and legally described and shown on Exhibits "A" and "B", pursuant to provisions of the Chapter 3, Part 3 of the California Streets and Highways Code.

Section 3. 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 4. That, in accordance with Section 8340 of said Public Streets, Highways, and Service Easements Vacation Law, the public convenience and necessity shall require the reservation and exception from such vacation of easements and rights-of-way for works as follows:

a. Reserve a 10-foot wide easement, 5-feet on either side of pipeline centerline for the City of Compton Water Department and rights that are necessary to use, maintain, operate, repair, replace, remove, or renew said facilities. The Water Department will require unfettered access to its pipeline and any other facilities for maintenance and or repair purposes.

Section 5. That the City Clerk is directed to cause a certified copy of this Resolution to be recorded in the Office of the County Recorder of Los Angeles County, State of California.

Section 6. That the effective date of the vacation of said right-of-way shall be the date of recording of this Resolution.

Section 7. That copies of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Attorney, the Building and Safety, Fire, Public Works and Community Development Departments.

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

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council 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



CITY OF COMPTON

AERIAL MAP

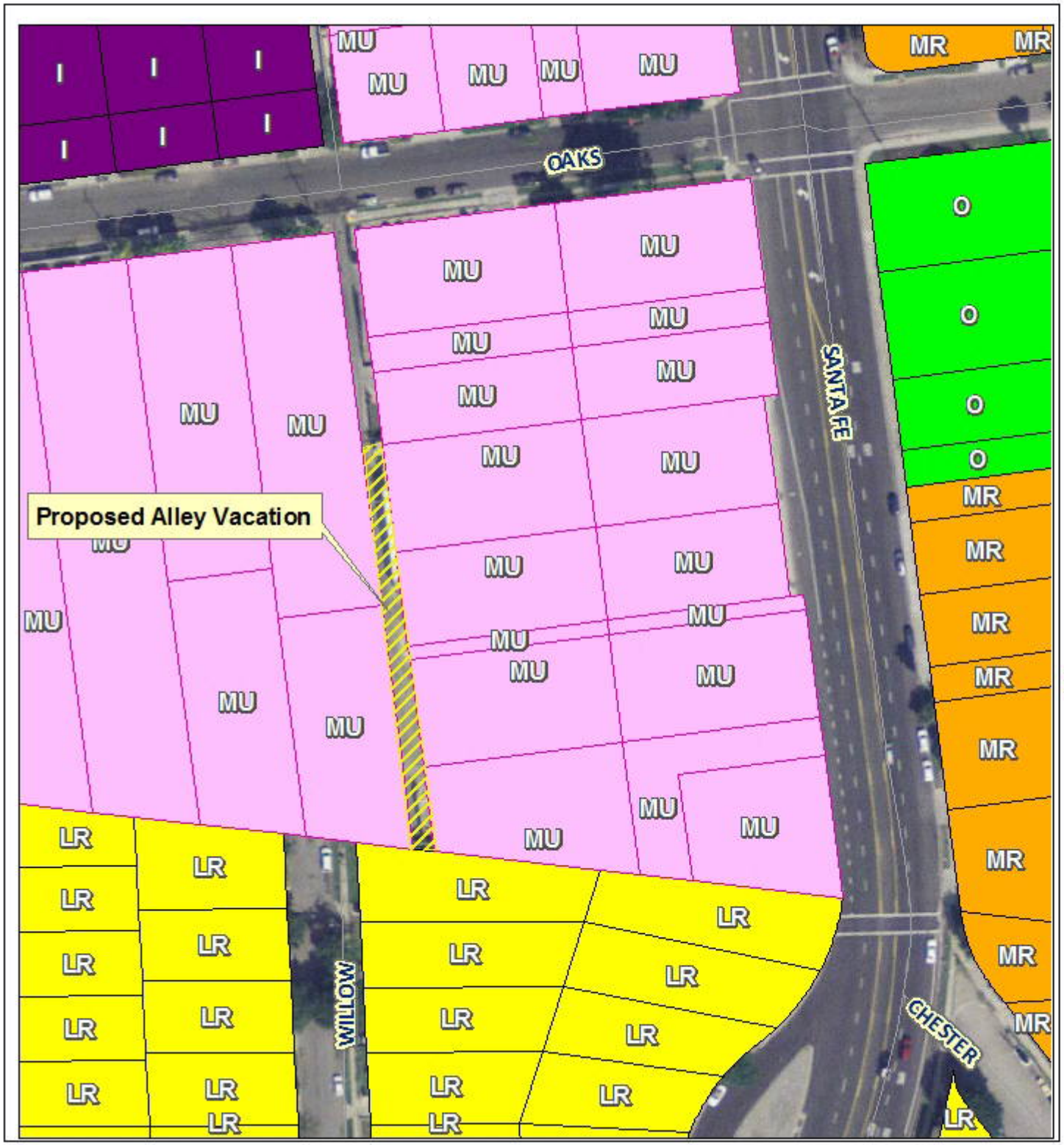
Street/Alley Vacation Case No. 18-01
536 E. Oaks St.

Legend

City Limits

THIS MAP IS A PUBLIC RESOURCE OF GENERAL INFORMATION. THE CITY OF COMPTON MAKES NO WARRANTY, REPRESENTATION OR GUARANTY AS TO THE CONTENT, SEQUENCE, ACCURACY, TIMELINESS OR COMPLETENESS OF ANY OF THE DATA/GIS INFORMATION PROVIDED HEREIN. THE READER SHOULD NOT RELY ON THE DATA PROVIDED HEREIN FOR ANY REASON. THE CITY OF COMPTON EXPLICITLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE CITY OF COMPTON SHALL ASSUME NO LIABILITY FOR:

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2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY READER IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.



CITY OF COMPTON

GENERAL PLAN MAP

Street/Alley Vacation Case No. 18-01
536 E. Oaks St.

Legend

- City Limits
- Low Density Residential <8.0 du/ac
- Medium Density Residential 8.1-17.0 du/ac
- High Density Residential 17.1-34.0 du/ac
- General Commercial
- Mixed Use
- Industrial
- Open Space/Parks
- Public/Quasi-Public
- Transportation

N

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CITY OF COMPTON

ZONING MAP

Street/Alley Vacation Case No. 18-01
536 E. Oaks St.

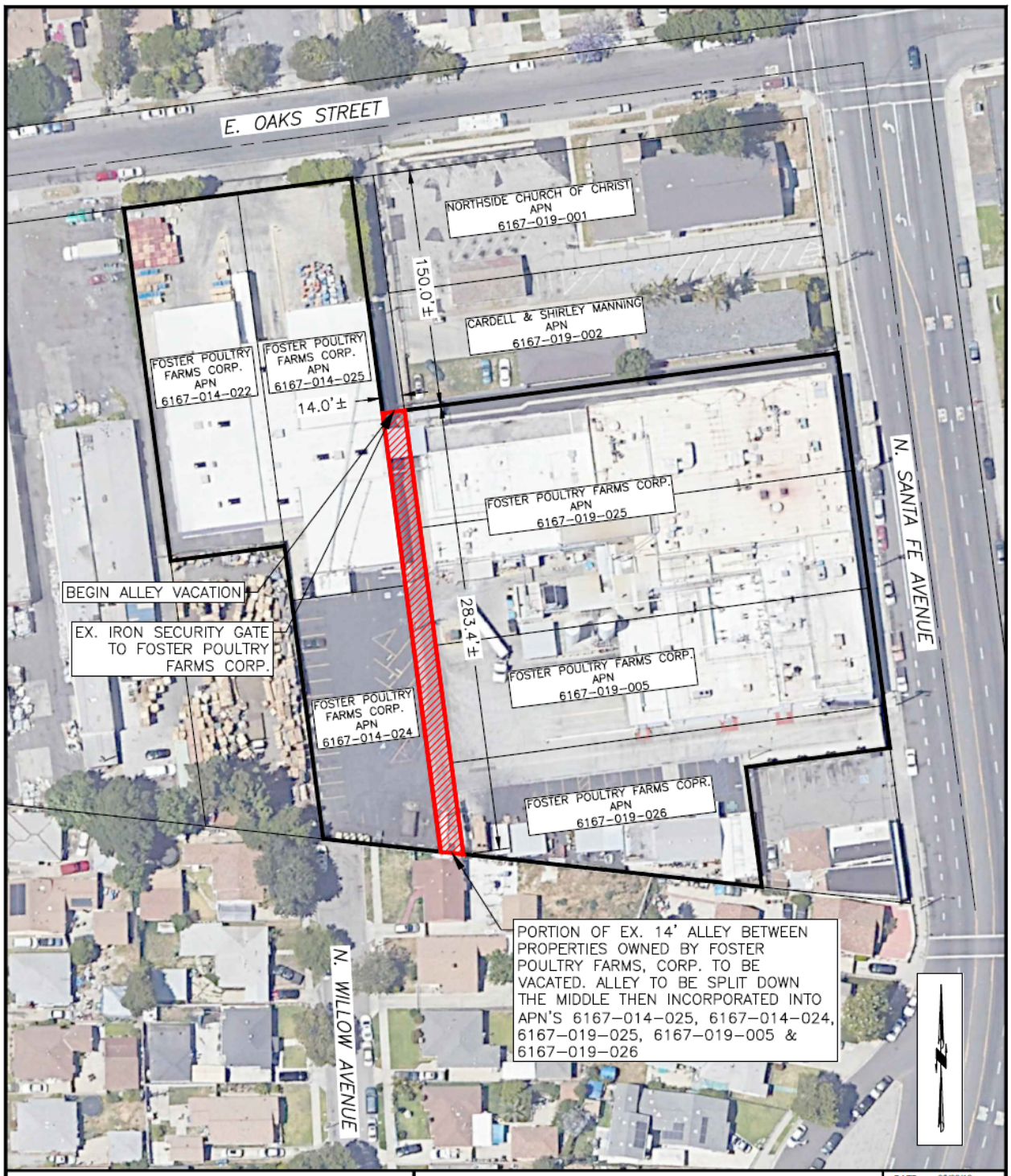
Legend

- City Limits
- RA - Residential Agriculture
- RL - Low Density Residential
- RM - Medium Density Residential
- RH - High Density Residential
- P - Parking
- PRL - Parking/Low Density Residential
- PRM - Parking/Medium Density Residential
- PRH - Parking/High Density Residential
- CL - Limited Commercial
- CM - Commercial Manufacturing
- ML - Limited Manufacturing
- MH - Heavy Manufacturing
- B - Buffer
- LAC - Los Angeles County
- UNZONED

N

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2. ANY DECISION MADE OR ACTION TAKEN OR NOT TAKEN BY READER IN RELIANCE UPON ANY INFORMATION OR DATA FURNISHED HEREUNDER.



WELTY ENGINEERING
CIVIL • STRUCTURAL • SURVEYING
521 13TH STREET MODESTO, CA 95354
PHONE- (209) 526-1515 FAX- (209) 523-3383

PROJECT DESCRIPTION EXHIBIT

14' ALLEY VACATION - COMPTON, CA
FOSTER POULTRY FARMS CORP.
P.O. BOX 457
LIVINGSTON, CA 95334

DATE:	05/08/18
SCALE:	1:80
DR:	SH
CK:	GM
APV:	GM
JOB:	13360
SHEET:	1

EXHIBIT "A"

14-FOOT WIDE ALLEY VACATION

All that portion of 14-foot wide Alley located in Block No. 9 of Belle-Vernon Acres Subdivision, recorded as Book 9 of Maps, Page 196, Los Angeles County Records, City of Compton, County of Los Angeles, State of California, more particularly described as follows:

BEGINNING at the Northwest corner of Lot 18 in said Block No. 9, said point being on the Easterly line of said 14-foot Alley; thence South 07°33'00" East along the Easterly line of said 14-foot Alley, also being the Westerly lines of Lots 18, 19, 20 and 21, of said Block No. 9, a distance of 283.40 feet to the Southwest corner of said Lot 21 and the Southerly line of said Block No. 9; thence leaving last said line North 83°45'02" West along the Southerly line of said Block 9, a distance of 14.42 feet to the Southeast corner of Lot 15, of said Block No. 9; thence Northwest 07°33'00" West along the Westerly line of said 14-foot Alley and the Easterly line of said Lot 15, a distance of 279.96 feet to a point of intersection with the Southwesterly extension of the Northerly line of said Lot 18; thence leaving last said line North 82°27'00" East along said Southwesterly extension of the Northerly line of said Lot 18, a distance of 14.00 feet to **THE POINT OF BEGINNING**.

The attached Plat Exhibit B is being made a part of this description.

CONTAINING an area of 3,934 square feet more or less.

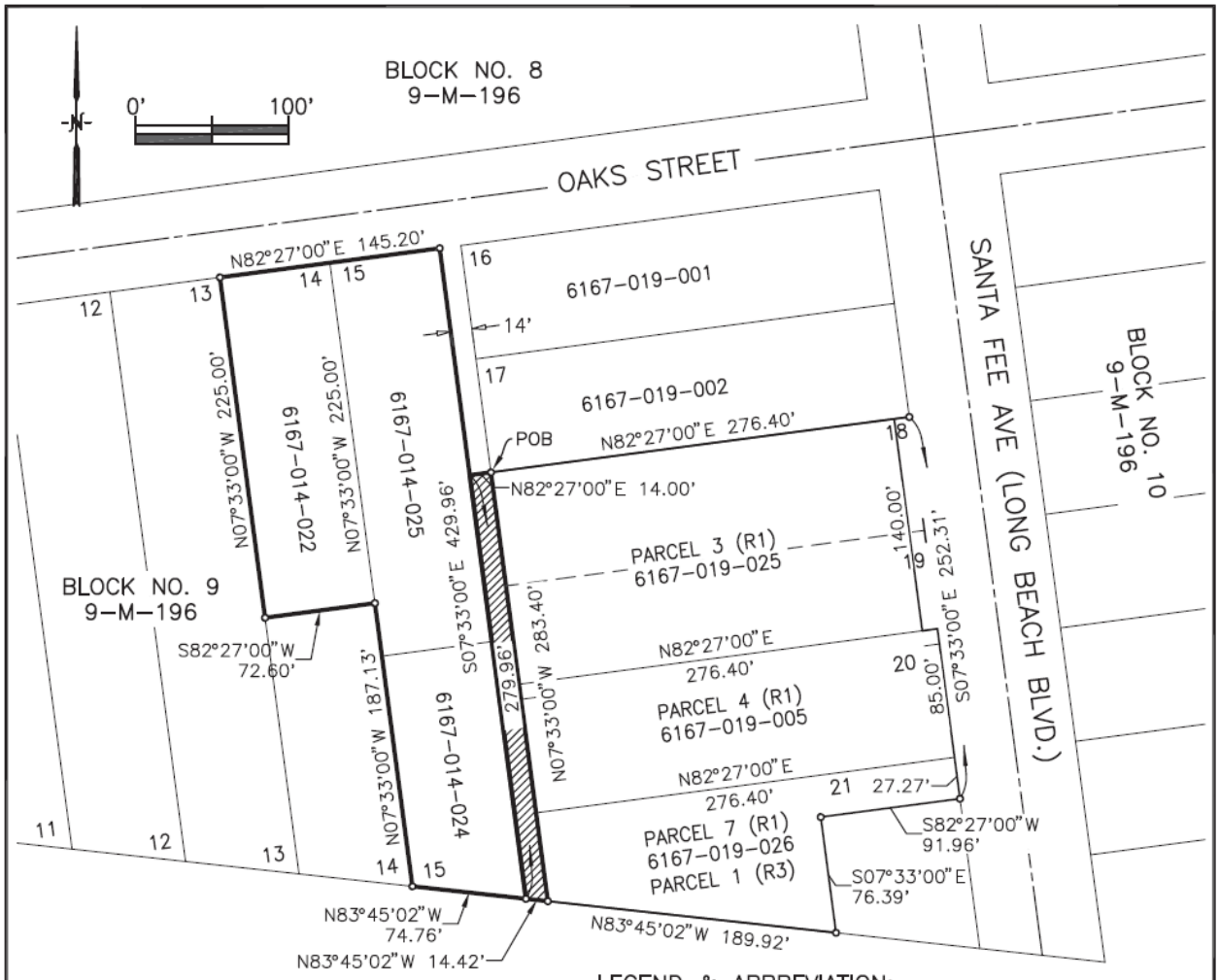
SUBJECT to all easements and / or rights of way of record.

.

Kaiser I. Shahbaz
L. S. 8599

May 04, 2018
Date





REFERENCES:

(R1) D.N. 20090901833, LACR
(R2) BOOK 9 OF MAPS, PAGE 196, LACR
(R3) BOOK 229 OF PARCEL MAPS, PAGE 21, LACR

OWNERS NAME & MAILING ADDRESS:

FOSTER POULTRY FARMS CORP.
P.O. BOX 457
LIVINGSTON, CA 95334-0457

LEGEND & ABBREVIATION:

ALLEY ABANDONMENT AREA=3,934 SQUARE FEET

∘	DIMENSION POINT
D.N.	DOCUMENT NUMBER
L.A.C.R.	LOS ANGELES COUNTY RECORDS
P.O.B.	POINT OF BEGINNING

NOTES:

1. ALL DIMENSIONS ARE PER RECORD DOCUMENTS, AND ARE IN US FEET.

BASIS OF BEARINGS:

A COURSE OF S 07°33'00" E OF LONG BEACH BOULEVARD (CURRENTLY SANTA FE AVENUE) PER MAP OF BELLE-VERNON ACRES AS RECORDED IN BOOK 9 OF MAPS, PAGE 196, COUNTY OF LOS ANGELES RECORDS.

LICENSED LAND SURVEYOR
KAISER ISAAC SHAHBAZ
L.S. 8599
STATE OF CALIFORNIA

May 04, 2018

WELTY ENGINEERING
CIVIL • STRUCTURAL • SURVEYING
521 13TH STREET MODESTO, CA 95354
PHONE- (209) 526-1515FAX- (209) 523-3383

EXHIBIT B

14' ALLEY VACATION – COMPTON, CA
FOR: FOSTER POULTRY FARMS
P.O. BOX 457
LIVINGSTON, CA 95334

DATE:	05/03/2018
SCALE:	1:100
DR:	SH
CK:	GM
APV:	GM
JOB:	13360
SHEET:	1



PHOTO #1
(LOOKING WEST)



PHOTO #2
(LOOKING SOUTH)



PHOTO #3
(LOOKING SOUTH)

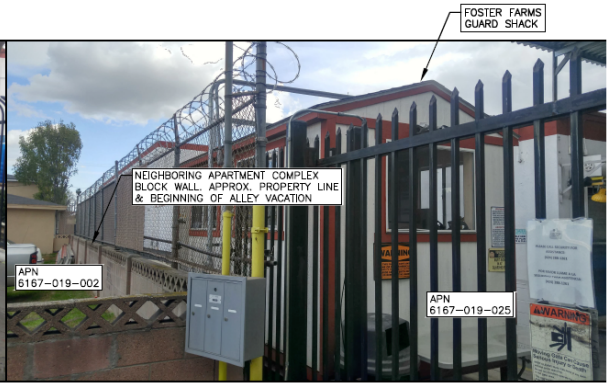


PHOTO #4
(LOOKING EAST)

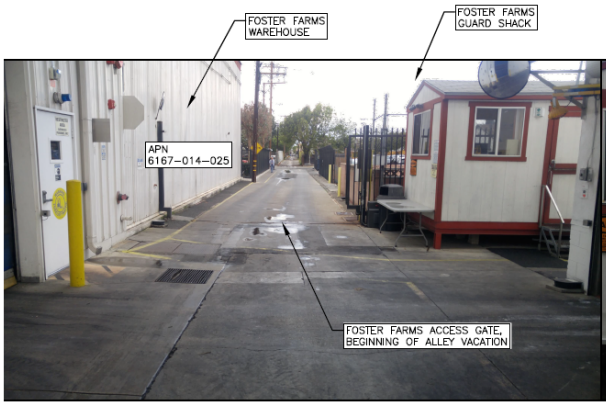


PHOTO #5
(LOOKING NORTH)

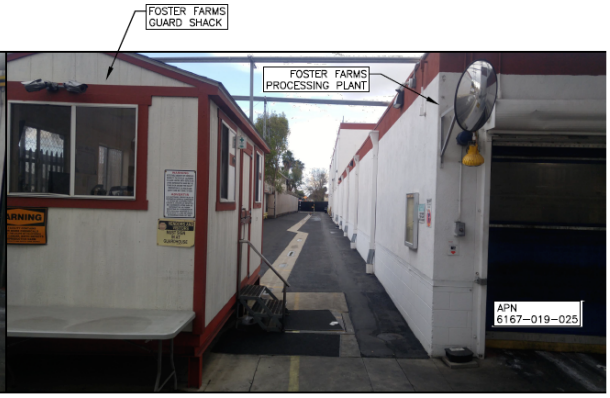


PHOTO #6
(LOOKING EAST)



PHOTO #7
(LOOKING SOUTH)

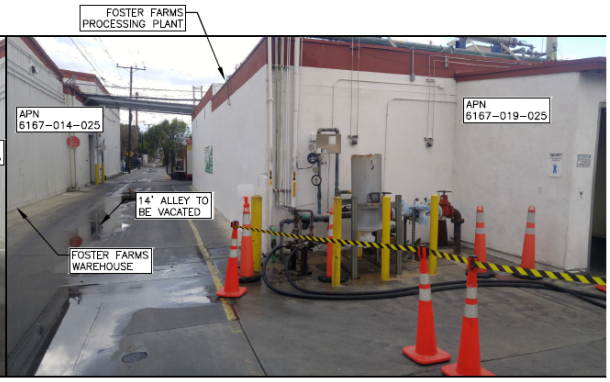
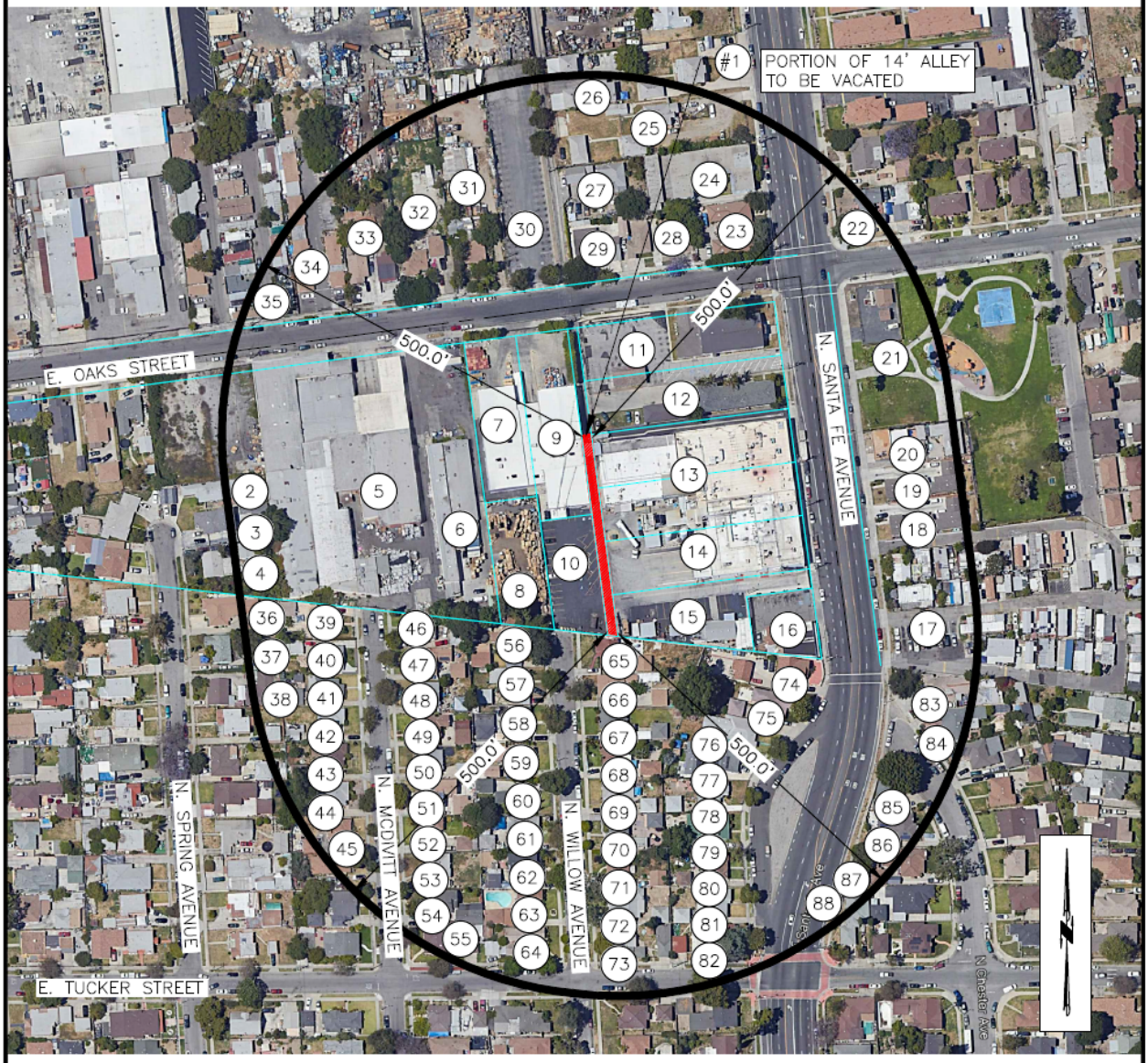


PHOTO #8
(LOOKING NORTH)



WELTY ENGINEERING
CIVIL • STRUCTURAL • SURVEYING
521 13TH STREET MODESTO, CA 95354
PHONE- (209) 526-1515 FAX- (209) 523-3383

RADIUS MAP

14' ALLEY VACATION - COMPTON, CA
FOSTER POULTRY FARMS CORP.
P.O. BOX 457
LIVINGSTON, CA 95334

DATE:	04/20/18
SCALE:	1:200
DR:	SH
CK:	GM
APV:	GM
JOB:	13360
SHEET:	1 OF 2

229/21 BOOK 229 PAGE 21

SCALE: 1" = 40'

SHEET 1 OF 1 SHEETS

PARCEL MAP NO. 21249

IN THE CITY OF COMPTON

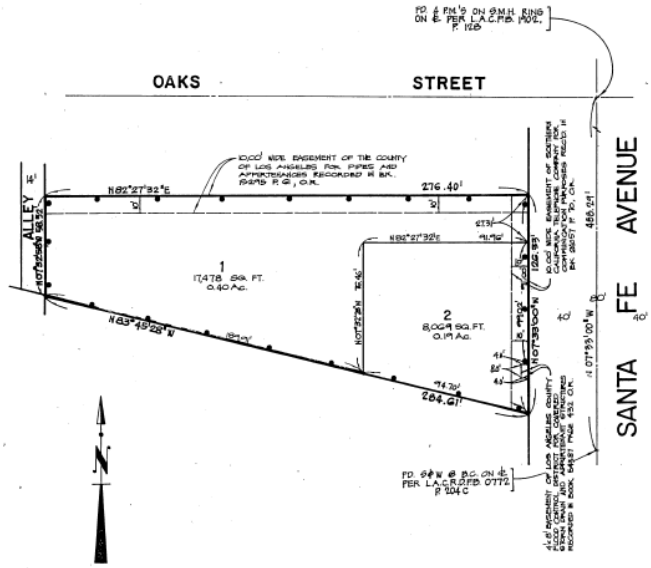
STATE OF CALIFORNIA

BEING A SUBDIVISION OF PARCEL 21 OF BELLE VERNON ACRES IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS RECORDED IN BOOK 9, PAGE 196 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

90- 678561
90- 678561
FILED
AT REQUEST OF OWNER
APR 10 1990
MIN
31 PAST 3 P.M.
IN BOOK 229
AT PAGE 21
OF PARCEL MAPS
LOS ANGELES COUNTY, CA.
Registrar-Recorder
BY
Deputy
FEE $ 6.00

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.



EASEMENT NOTES:

1. A PIPELINE EASEMENT OF STANDARD OIL COMPANY, A CORPORATION AS RECORDED IN BOOK 4672 PAGE 87 OF DEEDS. SAID EASEMENT IS BLANKET IN NATURE.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66493 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BY _____ DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $ 3700.00 HAS BEEN FILED WITH THE CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF TRACT NO./PARCEL MAP NO. 21249 AS REQUIRED BY LAW.

EXECUTIVE OFFICER-CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
BY _____ DEPUTY

ENGINEER'S CERTIFICATE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND WAS COMPILED FROM RECORD DATA IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MR. ROY L. AUSTIN IN NOVEMBER, 1989. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

2-22-90
DARRYL E. DALLIN, R.C.E. 27797, EXP. 03/31/90

NOTE:

RECORD DATA IS FROM THE MAP OF BELLE-VERNON ACRES AS FILED IN P.M.B. 9, PAGE 196.

RECORD OWNER IS FERNANDO'S FOODS CORPORATION.

CITY ENGINEER'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

3-19-90
DATE CITY ENGINEER, R.C.E. 22770
EXP.: 12-31-93

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF COMPTON AT A MEETING BY RESOLUTION ADOPTED ON SEPTEMBER 27, 1989, APPROVED THE ATTACHED MAP.

3-26-90
DATE CITY CLERK, CITY OF COMPTON

MAY A. D. 1889 CALIFORNIA

SPECIAL ASSESSMENT CERTIFICATE

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF COMPTON, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

3/22/90 Wesley Sanders Jr.
DATE CITY TREASURER, CITY OF COMPTON

SUBDIVIDER'S CERTIFICATE

I HEREBY CERTIFY THAT I AM THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE MAP WITHIN THE DISTINCTIVE BORDER LINES, AND I CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

FERNANDO'S FOOD CORPORATION,
A CALIFORNIA CORPORATION
(SUBDIVIDER)

ROY L. AUSTIN
DIRECTOR OF OPERATIONS

STATE OF CALIFORNIA)SS.
COUNTY OF LOS ANGELES)

ON THIS 16th DAY OF February, 1990, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ROY L. AUSTIN, PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE DIRECTOR OF OPERATIONS OF FERNANDO'S FOOD CORPORATION, A CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT, AND KNOWN TO ME TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION, AND ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

Claudia Villain
NOTARY PUBLIC

32-A-3

WELTY ENGINEERING

CIVIL • STRUCTURAL • SURVEYING

DATE: 5/07/2018 REVISION: 0 JOB NO.: 13360

From:
Welty Engineering, Inc.
521 13th Street, Modesto, CA 95354

To:
City of Compton, Community Development Department – Planning Division
Attention: Planning Division
205 South Willowbrook Ave., Compton, CA 90220

RE: Project Description

To Whom It May Concern:

The proposed project is requesting to vacate a portion of an existing 14' alleyway between properties owned by Foster Poultry Farms Corporation. The area to be vacated is approximately 3,934 square feet. A legal description and exhibit of the area to be vacated has been provided within the application. The vacated area will be included in the neighboring properties and the use will continue to be industrial. The vacation will accompany a merger application which has been submitted simultaneously with the Vacation application.

Best Regards,

Gary Madsen, P.E. 70508
President

JULY 14, 2020

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021**

SUMMARY

Staff respectfully requests the City Council to

(i) Hold a public hearing; and

(ii) Adopt the attached Resolution ordering charges for solid waste and recyclable materials handling services and delinquencies to be collected on the Los Angeles County Property Tax roll for Fiscal Year 20-21.

BACKGROUND

The City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("HSC Code") to levy annual charges for solid waste and recyclable materials handling services ("Charges") and to have such Charges, whether or not delinquent, collected on the County of Los Angeles Property Tax Roll ("Tax Roll"), the water bill for the premises, or by separate bill of the City or the City's franchise hauler, Republic Services, Inc. ("Republic").

STATEMENT OF ISSUE

The City bills and collects Charges for single-family residential customers and multi-family customers without bin service, and collects the Charges for certain of these premises on the Tax Roll. Charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Pursuant to the City's Amended and Restated Agreement with Republic, Republic bills and collects Charges for all other customers. For charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing, and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action. Republic may turn over delinquent accounts to the City for collection on the Tax Roll. Republic has submitted a list of

accounts that are delinquent at least 90 days, as of May 15, 2020, to the City for collection on the fiscal year 2020-21 Tax Roll, and staff has reviewed such list.

The collection of Charges and delinquencies on the Tax Roll requires the preparation of a report and the holding of a public hearing. Staff has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2020-21, including the amount of the Charge for each parcel for fiscal year 2020-21, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2020-21, including the delinquent amount.

Pursuant to a previous resolution, the City Council received the Report, set a public hearing on the Report for July 14, 2020, and directed that notice of the public hearing be provided in accordance with law.

At the public hearing, the City Council must hear and consider all objections and protests to the Report and the collection of Charges and delinquencies on the Tax Roll. If the City Council determines at the close of the public hearing that oral or written protests have been presented, and not withdrawn, by the record owners of a majority of the parcels subject to tax roll collection, the City Council shall not approve the Report and shall not collect the Charges and delinquencies on the 2020-21 Tax Roll. However, the City may still bill the Charges and Republic may still pursue the delinquencies, but not by including the Charges or delinquencies on the Tax Roll.

RECOMMENDATION

That the City Council hold a public hearing and, in the absence of a majority protest, adopt the attached Resolution.

CRAIG CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2020-2021

WHEREAS, the City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (" HSC Code") to levy annual charges for solid waste and recyclable materials handling services ("Charges") and to have such Charges, whether or not delinquent, collected on the County of Los Angeles Property Tax Roll ("Tax Roll"), the water bill for the premises, or by separate bill of the City or the City's franchise hauler, Republic Services, Inc. ("Republic"); and

WHEREAS, charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City; and

WHEREAS, the City bills and collects Charges for single-family residential customers and multi-family customers without bin service, and collects the Charges for certain of these premises on the Tax Roll; and

WHEREAS, pursuant to the City's Amended and Restated Agreement with the City's franchise hauler for solid waste and recyclable materials handling services, Republic bills and collects Charges for all other customers; and

WHEREAS, for Charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action; and

WHEREAS, Republic may turn over delinquent accounts to the City for collection on the Tax Roll; and

WHEREAS, Republic submitted a list of accounts that are delinquent at least 90 days, as of May 15, 2020, to the City for collection on the fiscal year 2020-21 Tax Roll, and the City has reviewed such list; and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2020-21, including the amount of the Charge for each parcel for fiscal year 2020-21, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2020-21, including the delinquent amount; and

WHEREAS, following notice duly given in accordance with law, the City Council held a public hearing on the Report pursuant to HSC Code Section 5473 to consider collecting Charges and delinquencies on the Tax Roll for fiscal year 2020-21, as described herein, and heard and considered all objections and protests thereto; and

WHEREAS, no majority protest to the Report exists, as determined in accordance with HSC Section 5473.2;

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

Section 1. That each of the above recitals is true and correct and is adopted by the City Council.

Section 2. That the City Council hereby overrules all objections or protests to the Report, and approves the Report as filed, except that the General Manager of the City's Water Department is hereby authorized to remove from the Report any property for which the Charge or delinquent amount has been paid in full, or to reduce the amount set forth in the Report for any property for which there has been a partial payment.

Section 3. That the City Clerk is hereby authorized and directed to file the Report with the City Treasurer with a statement endorsed on said Report over the City Clerk's signature that the Report has been approved and finally adopted by the City Council.

Section 4. That the General Manager of the City's Water Department is hereby authorized and directed to cause to be filed with the Los Angeles County Auditor a copy of the Report with a certified copy of this Resolution.

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

ADOPTED this _____ day of _____, 2020.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do 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