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**COMPTON CITY COUNCIL  
AGENDA  
10/06/2020  
5:30 PM**

**WORKSHOP**

**5:45 P.M. - COMPTON STATION TRANSIT ORIENTED DEVELOPMENT  
SPECIFIC PLAN**

**OPENING**

**ROLL CALL**

**INTRODUCTION OF SPECIAL GUESTS**

**PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

**CONSENT AGENDA**

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

**APPROVAL OF MINUTES**

1. SEPTEMBER 15, 2020

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

2. INVESTEMENT REPORT - AUGUST 31, 2020 (Receive and File)

**CITY MANAGER**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR PAYMENT OF CITY'S MEMBERSHIP DUES TO CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY (\$30,000)

**REGULAR AGENDA**

**CITY MANAGER'S REPORT**

4. ORAL REPORT - CENSUS UPDATE

**NEW BUSINESS**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE A SENATE BILL 2 GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND THE PREPARATION OF AN UPDATED GENERAL PLAN LAND USE ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (\$310,000)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE \$65,906.77 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2017-2018
7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 6-23 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS

**COUNCIL COMMENTS**

**ADJOURNMENT**

*NEXT REGULAR MEETING: 10/13/2020 @ 5:30 PM*

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

## SEPTEMBER 15, 2020

The Closed Session Compton City Council Meeting was called to order at 5:19 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

### ROLL CALL

**Council Members Present – McCoy, Sharif, Brown** *(Via Zoom Teleconference)*

**Council Members Absent – Chambers** *(Joined the meeting during closed session)*

**Galvan** *(Joined the meeting at 5:45 p.m.)*

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

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### **CLOSED SESSION AGENDA**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE Pursuant to California Government Code Section 54957(b) PUBLIC EMPLOYMENT APPOINTMENT Title: City Manager Pursuant to California Government Code Section 54957(b)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION One (1) Potential Case Pursuant to California Government Code Section 54956.9(d)(2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION PERB Case No. LA-CE-1469-M & PERB Case No. LA-CE-1470-M Pursuant to California Government Code Section 54956.9(a)

### **PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS**

**City Clerk Alita Godwin** read the audience comments into the record as submitted:

**Robert Ray** – “I totally support the termination of Craig Cornwell as City Manager, and I encourage the council to terminate him and replace him with someone who is actually qualified for the job.”

**Cynthia Macon** – “I am a resident of Compton, California and I am emailing you today in support of the dismissal of City Manager Craig Cornwell. The City Attorney turned City Manager fixing a few streets and turning on a few lights is not enough to address the total woes of a city in 2019 before COVID ranked #1 financially worst of all 482 California cities. Citizens for years have implored the council to launch a national search for a competent city manager adept at turning a city’s finances around and to put an end to the back-and-forth power grab for a CM will do only one politician’s bidding. Find someone will listen to you all, respect all of your votes, and has the proven capability to get the job done.

Applauding the little has been done recently blinds us to what a more competent CM could do at a faster and quicker pace and with more creativity than simply releasing an entire parks and rec department. Craig Cornwell was in violation of the City Charter one-year residency rule when he initially ran for office over a decade ago. His multiple terms in office have been lackluster with the city losing millions in lawsuits while paying out millions to outside firms because Cornwell will not argue cases. Now, Cronyism, questionable contracts, and hiring persons based upon loyalty and not capability are the new hallmarks of Cornwell’s administration. The former City Manager Cecil Rhambo pointed out agenda requests submitted to Cornwell were held up by him to unleash after he became City Manager. It is not progress to point at minimal activity based upon another’s efforts then praise it to be overwhelming.

The city has been standing still and moving backwards for the last eight years. Lying and saying otherwise is never backed up by concrete examples but just major marketing of minimal and negligible change. As a resident, I believe this decision is past due, logical, and well founded given the negative impact Cornwell's inexperience has already had to the detriment of the City of Compton."

**Jeremiah Pratt, District 1** – "HAS CRAIG CORNWELL BEEN PLAYING MONOPOLY WITH THE TAXPAYERS MONEY? The City of Compton's Legal fees as a result of Craig Cornwell's actions and lack thereof over the years, are about to go even higher. The word is the employee unions are gearing up for a big legal battle because Cornwell violated the City Charter and Local Rules including various government codes and sections of the Meyer-Milias Brown Act. It is also widely known that the Workforce Reduction was farce and used to target many employees and in doing so Cornwell disregarded the Merit System, Seniority Rules and the Civil Service process. Allegedly he has not been bargaining in good faith.

Does Craig Cornwell have a supervisor? What organization in the United States sits back and watch their CEO break laws consistently and lie and then DO NOTHING? Are the City Council Members scared of the double team of Frat brothers Damon Brown and Craig Cornwell? Will the citizens be fed up enough to make a change in April? The citizens of the community have established the Rules and Cornwell is not above the law, his actions have unfairly hurt black and brown people. The inside scoop is they need to remove employees to make room for Aja Brown's cronies. Liaison/Babysitter is rumored to now be some type of Manager? To top it off Cornwell hired Aja Brown's crony, Michael Antwine, as an Assistant City Manager. Who allowed (through his negligence) Salvador Galvan to embezzle over \$1,000,000.00 by failing to make sure the City's bank records were reconciled. Absolutely no respect for the community, none. Why was the Treasurer, Doug Sanders silent on this hiring? Cornwell should have been fired last year. What about Chambers, didn't the labor unions support her campaign and now her Liaison/alleged ex-con is on Social Media disrespecting other elected officials, conduct unbecoming to say the least. Why is Chambers noticeably silent, will the 3 brave members who finally stood up to Bully Brown and Bully Chamber now stand up for the Community and deal with Cornwell before he bankrupt the City and Antwine let another million walk out the door?"

**Joyce Kelly** – "Good evening. Craig Cornwell wasn't a good choice for city attorney, except Clegg was a friend of his mother. I am writing to tell Emma Sharif who has practically 20 years as an elected official in Compton and Tana McCoy who has over 40 years working for the Compton government. In fact she was the only assistant to Mayor Omar Bradley and his administration! Tana and Emma you need to fire Craig, Aja Brown's puppet who will not and hasn't done anything for Compton. He too feels Compton is not good enough for him so he lives in Inglewood. Craig has helped Aja misappropriate public funds too many times. Look at our 3rd world looking city! You all council members should be ashamed! REPRESENT THE PEOPLE OF COMPTON AND CLEAN THE CITY UP! YOU SHOULD CARE!!! You women allowed Aja Brown to blatantly humiliate and embarrass you to the fullest when you denied her to have her way. Prior to that, she was know throughout the media as the young black savior of Compton. She tells the people she has only one vote, true, but you always allowed her to have her self-serving way.

City manager Craig Cornwell has been seated on the dais for over 12 years and he has done nothing for Compton, except to satisfy the wishes of Aja Brown and their friends. He was incompetent as a city attorney who paid \$500 an hour to attorneys for fighting for the city's court cases. He's appointed his incompetent-lying friend to be city attorney who lied to the people of having court fees, but I checked with the court and found that government agencies have fees waved."

The following individuals submitted the same letter to the City Council for their consideration: **Monique Harris, Arturo Macias, Christi McDaniel, Yesenia Hernandez, Teresa Wright, Roberto Rodriguez, Barbara Calhoun, Karina Correa, Lorenzo Lopez, Steffany Hernandez, Irene Shandell, Rev. Antone Curtis, Debbie Curtis** – "I am a resident of Compton, California and I am emailing today to demand that the dismissal of City Manager on Tuesday, September 15, 2020 be halted.

As a resident, I believe that this decision is impulsive, unfounded and without regard for the impact to our community and will be a great detriment to the City of Compton.

On Friday, September 11th, the residents of Compton were alerted that District 2 Councilman Isaac Galvan submitted a request to dismiss City Manager Craig Cornwell and seconded by Councilwoman Emma Sharif. This action was confirmed when the city council agenda was released on Saturday, September 12th. Craig Cornwell was elected three times by the residents of Compton as the City Attorney, and appointed by all members of the City Council to the position of City Manager in 2019. He is a man of integrity, a resident of Compton and in his short time as City Manager, we have finally seen critical infrastructure projects move forward in Compton. Our streets and lighting are now being worked on and we have seen activity cleaning up many areas in the city. To dismiss him now, would delay or completely stop these projects which we have been waiting for. This is not productive for our city.

The residents of Compton will not stand idly by and let our city move backwards. We are asking that this be re-considered and that Mr. Cornwell be given due process. We are the taxpayers of this city and we have a voice that will continue to be heard. I request that you read my comments in the City Council meeting prior to closed session on Tuesday, September 15, 2020.”

**Unidentified Compton resident** - (Comment sent via text message) “I can’t believe Janna Zurita will be appointed city manager. Unbelievable! I will not vote again for Emma. I am in her district.”

**Jennifer Flores** – “Now that the agenda has been published there is in fact a motion to release the city manager. I would like my comments during the next city council meeting to reflect the questions below, as well as the understanding that now is not the time for petty politics and games. What is the reason behind releasing the city manager during a pandemic? Will this set back any current projects in the city? What is the plan for a replacement? Why are we not focused on taking care of our residents during the pandemic and current climate of social unrest?

I would like a response from the Council members that have brought forth this motion at the 9/15 council meeting.”

**Nadine White** (*Voice mail*) - “I live in District 2 and I am the Block Club President of the North Rose Street Block Club. I would like the City Manager to continue. He is doing a wonderful job. There is nothing at this time that warrants him to be put out. I suggest that the City allow him to continue doing his job so that the City may be prosperous.”

**Katy Sims** (*Voice mail*) – “I am a member with the Rose Avenue Block Club. We need someone who is not trying to be self-gratifying in that office and cares and works for the people.”

**Hattie J. Perry** (*Voice mail*) – “I would like to see Mr. Craig stay in office. He is a good person and I would like to see him stay there.”

**Adrian Orozco** (*Voice mail*) – “I represent the Orozco family. We are residents of Compton. I oppose the vote to dismiss the City Manager. The City will not benefit. This is ridiculous that it has come to this. I hope that this is not approved. This will affect the city. I hope that you will hear our plea.”

**Callie Parker** - “I find it unbelievable (if true), that in about a year we are here again discharging another City Manager. What is the problem? It appears all of these changes shine a light on the Council's lack of clear goals and objectives or the inability to step back and allow the Manager to perform his duties.

This Manager just recently had his annual review and passed with flying colors. What has happened since that time? Is it possible to allow him to correct whatever issue there is and continue to serve? Wouldn't that be better than starting all over again?

One thing I know for sure, there is definitely something wrong with the process and it's not the City Manager's problem, it's the Council's. Please allow Mr. Cornwell to serve the remainder of his term. He has made noticeable progress in the City; i.e., street repairs, customer service and availability to residents. THE CITY NEEDS MR. CORNWELL.”



**Lolita Salazar** – “Just wanted to ask those who are trying to get rid of the current City Manager, WHY? This city manager (Craig) helped get the light on my street fixed and helped make sure the palm tree that was hanging over onto my side of the fence and started to catch fire, cut off before it caused havoc.

My husband and I really like our City Manager and might we add we really appreciate him and his staff. Robert Chase, especially!!!! Mr. Chase is awesome. From what I’ve heard, others from that past that were in his position and elected Officials/Council Members have not helped. In this past year and 4 months, he’s helped within 24 hours. That’s more than I can say from reading other posts about complaints being attended to .... or lack thereof. I have been seeing absurd posts about having him removed.... why????!?!? There are posts saying that he’s not getting things done... can’t be true. And maybe he’s so busy attending the concerns of Compton Residents that he cannot get other things done. I don’t know our City Manager personally. I’ve never met him. But I do thank him for doing his job.

We have not been Compton Residents for long. My parents lived in Compton for seven years. We now own in Compton and I can say with my whole heart that I can see through some of these past and present elected officials. Things definitely smell funny. Money not accounted for. People being pushed out because of their .... well I would like to think it was due to their unprofessionalism.... and yet to be brought back in??? Smh! That’s embarrassing

If I had enough knowledge to take over, I would. But my profession is in the medical field and not too much in City politics but it’s really getting me to want to learn to help our beautiful City of Compton flourish. Thank you.”

**West Arbutus Block Club- Donna Hefflin** – “City of Compton Council Members, the 500 Block of West Arbutus Street, would like to see our City Manager Craig Cornwell remain in his seat. We think he’s doing an excellent job. Removing him would be devastating along with the financial hardship. Replacing him would have a negative impact to the citizens of Compton. Let’s keep him in the seat so we can continue moving the city forward completing our streets and tree maintenance and whatever else is needed in the city of Compton.

**Sara Silva**, *Co-Founder, Co-Executive Director, EntreNous Youth Empowerment Services, Inc. Compton YouthBuild* – “I operate a nonprofit in the City of Compton. I am also a leaseholder with the City of Compton and occupy the old Dollarhide Center at 1108 N. Oleander Ave., Compton, CA 90222 where we operate Compton YouthBuild.

I am emailing today to respectfully request the dismissal of the City Manager on Tuesday, September 15, 2020 be stopped. As a business owner, I am very concerned about the impact the dismissal of the City Manager would have on the community, which is already struggling with the damaging effects of COVID 19 on its residents and City budget. I have known Mr. Cornwell to be a man of his word and he has diligently worked on behalf of the residents and business community of Compton. Mr. Cornwell's dismissal would not have a positive effect on the community and I strongly urge the Council to reconsider.

I am asking that this motion be reconsidered and Mr. Cornwell be given due process. I request that you read my comments at the City Council meeting prior to the closed session on Tuesday, September 15, 2020. Respectfully.”

**Mayor Brown** spoke out in opposition to the item, emphasizing that the City Manager has worked tirelessly to improve the City and recently received a very positive job performance evaluation by the City Council. Mayor Brown further commented that City Manager Cornwell has performed an exemplary job repairing the streets, trimming the trees and brought forth and instituted various long-awaited projects and programs to the Compton. Mayor Brown urged the Council to seriously consider the consequences of placing an item such as this on the agenda, which undermines the City from a financial perspective, adding that the City Council are beholden to the 100,000 residents they were elected to serve and protect.

**Councilman Galvan** requested that the item be continued for one week.

**City Attorney Damon Brown** offered that his closed session items also be continued for one week.

## **PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

**Yolanda Gomez** – (*Voicemail*) “I am a resident in the City of Compton. I run an organization that works with citizens of Compton on critical matters. My question for the city Council is: ‘Is there a line that can accommodate our non-English-speaking community that wants to participate?’ How is information being distributed to our non-English community. We did receive the Newsletter but not the proposal to dismiss the City Manager.”

**Connie Halbig** – “First, I would like to send my Condolences to the 2 Metro Sheriffs I hope they pull-thru. I would like to request that the council have some respect for each other. The last 2 meetings were bad the way others were spoken to about what they disagreed with. You do know we can see your faces when others are speaking on things the 2 of you want. And others need better understandings and vote no. Have some respect for each other on what you say to them. Code of Conduct here, please.

I also would like to know what right did Michelle Chambers Liaison Andre A. Spicer have to state on his radio station anything about a closed session agenda about Craig Cornwell being on the chopping block tonight. And there were 3 council members going to request his dismissal tonight before the agenda was posted. I believe that Andre Spicer should be dismissed at once tonight for saying something out of closed session. It is and was none of his business to say anything.

Is this the way things are going to be? He in my opinion is not qualified for this job. We do not need him. He is never around to answer the phone anyway if you have a question or request of a councilperson. I would rather message myself.”

**Artra Wynn** – “I'm not happy with what's going on in our city right now. 1. Councilwoman Michelle Chambers: how dare you call me and other residents of Compton telling them a blatant lie by saying that Emma Shariff was appointing Satra Zurita to become the new city manager. You also stated in our conversation that Councilman Galvan had something/was blackmailing Emma Shariff re: the illegal homes/properties she has purchased. You Councilwoman Chamber or someone else called your liaison and he said "he was woken up at 3:00 am in Mexico while enjoying his wonderful anniversary this morning with a call from Compton regarding his job. Michelle you did that. You are a part of this machine that's creating a divided in our community. What you did was very unprofessional. HOWEVER it's typical and to be expected from you now.

2. Madam Mayor Aja Brown you are also wrong for sending people out to do your bidding in the community. I have said before I don't dislike you but your are multiplicative. If you are going to send him out make sure he has the facts. Not just what you want him to say. The council voted no because of your actions. You changed it at the last minute. Make sure you let your deliverer know Measure P was in court and the judge said not to spend the monies until the case was over. That's why streets being done.

3. If you want the city manager gone. Give him another 3 months while you are doing a public search. Make it public, if not you will end up with the same situation we have now.”

**Sadie Miller** - “I am a resident of the 3rd district - Why is Caldwell between Wilmington & Central being reconstructed again and it was just done 2 years ago? That money could have been allocated to another street that needed it. Who is on the take?

The street has been left like a gravel dirt road since last Thursday and no one has been back to work on it. Is that by design when people are saying the work will stop if you fire the City Manager? That's what they want people to believe.”

**Robert Ray** – “‘Defund the Police’ does not mean ‘Shoot the Police.’” What happened Saturday night was reprehensible. Someone must know who that shooter is and I hope they do the right thing and turn him in. I was glad to hear that the two deputies will be making a full recovery. It should be noted that these deputies were not from the Compton Station, but were assigned to the Transit Bureau of LASD.

Two weeks ago I expressed my concern that I could not find funding in the budget for our next municipal election. I was then told that there was funding in the city clerk's budget for the



election. But last week it was disclosed that my first concern was correct and that there is not proper funding for our election. I want to suggest that the city manager find proper funding and make a budget amendment so that funding is secure.

I am a COVID-19 survivor and I take this pandemic seriously. Channel 36 is showing a list of what is supposed to be closed per orders from the L. A. County Health Dept. Churches are not supposed to be holding indoor services, and city parks are not supposed to be hosting large groups of people playing sports. But in Compton this is not being enforced. To date almost 200,000 Americans have died from COVID-19. If people do not take the pandemic serious, more will continue to die. I want to emphasize - THIS PANDEMIC IS STILL WITH US! Even though we are not on any official lock down, you should not go out unless absolutely necessary. If you do go out it is mandatory that you wear a face mask, and whenever possible, avoid large crowds of people. Dr. Anthony Fauci, the expert on infectious diseases, and whom I have known personally for 40 years, says that a vaccine for COVID-19 will not be readily available to the public until sometime in 2021. We must trust his advice. It's not just your life that's at stake, but the ones you love also. As of this writing, 3881 Compton residents have tested positive for COVID-19, and 68 Compton residents have died from COVID-19."

**Charmaine Hays** – "I am writing because I am very concerned about the unethical conduct displayed by city employees, and others on social media this past weekend. It is completely atrocious to have any Council Member or Employee of the City of Compton come under assault. Their actions did not positively reflect on the community and have created a negative image of our city and officials who serve.

According, to The City of Compton's Code of Ethics all of the above- mentioned persons should represent the city without making negative comments or participate in activities that would be detrimental to the City's image.

I am asking that our City Manager and City Attorney take the appropriate actions to enforce our Code of Ethics Policy. This email is to be read and placed in the official records."

### **CONSENT AGENDA**

#### **APPROVAL OF MINUTES**

1. SEPTEMBER 1, 2020 (*Approved*)

#### **CITY ATTORNEY**

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON URGING CALIFORNIA SENATOR BRADFORD TO REINTRODUCE SENATE BILL 731 OR SIMILAR LEGISLATION AS IT RELATES TO POLICE REFORM AND ACCOUNTABILITY (*Approved Resolution Number 25,351*)

#### **RISK MANAGEMENT**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,330 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO MULTI-YEAR AGREEMENTS WITH VARIOUS SERVICE PROVIDERS FOR THE CITY'S SELF-INSURED WORKERS' COMPENSATION PROGRAM (*Approved Resolution Number 25,352*)

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

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

## **REGULAR AGENDA**

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

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

LAW ENFORCEMENT REVIEW BOARD COMMITTEE APPOINTMENTS

**Councilman Galvan** requested that the item be re-scheduled for next week's agenda.

### **CITY MANAGER'S REPORT**

7. EMPLOYEE RECOGNITION - Fire Department: Brownie  
*(Re-scheduled for the next City Council meeting.)*
8. A REQUEST FOR WORKSHOP FOR - COMPTON STATION TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN,

On motion by McCoy, seconded by Chambers, the workshop was scheduled for October 6, 2020 at 5:45 p.m. by the following vote on roll call:

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

9. ORAL REPORT - CENSUS UPDATE REPORT

**Dr. Aubrey Relf, Grants Compliance Manager**, offered a power point presentation which provided an update on the 2020 Census. Currently, 62.8 percent of Compton household have responded to the 2020 Census. Each resident can play a huge role in the development of the City for the next ten years by providing a response to the Census. Dr. Relf indicated that Staff will continue to mount aggressive advertising campaigns to highlight the importance of responding to the Census through various in-person outreach methods along with the utilization of the various social media platforms.

10. POWER POINT PRESENTATION - COMPTON CREEK MASTER PLAN PROJECT - Studio-MLA Design and Rivers Mountain & Conservancy Group, Presenters

**Jessica Cervantes, Mary Beth Vergara and Matt Romero**, Project Manager joined by **Brenda Contreras**, offered a power point presentation detailing that in 2019 Assemblyman Mike Gipson submitted a Budget Act Request in the amount of \$3,000,000 for the Compton Creek Implementation Plan (Plan). This funding was directed to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC). As a part of the RMC's on-call consultant list for Lower Los Angeles River projects, Studio-MLA is the design lead for the Plan.

Mr. Romero further explained that the RMC's mission is to preserve open space and habitat in order to provide for low-impact recreation and educational uses, wildlife habitat restoration and protection, and watershed improvements within our jurisdiction. The Compton Creek, a tributary to the Lower Los Angeles River, is within RMC's jurisdiction.

### **COUNCIL COMMENTS**

**City Clerk Alita Godwin** requested that the meeting be adjourned in memory of Retired Compton Police Department Detective **Phillip Bailey** and Compton Resident **Kelvin Rising**.

**Councilmember Chambers offered the following communications/announcements:**

- Requested that the City Manager provide caution stripping for the speed bumps in the City's residential neighborhoods.
- Reminded everyone that Covid-19 testing is still available at Gonzales Park, 1101 W. Cressey Street, Compton. The hours of operation are Sunday thru Thursday from 8:00 a.m. until 8:00 p. m. Please call: (888) 634-1123 to schedule an appointment.
- Announced that 'Compton Kidz Klub will host a drive-thru voter registration event on September 19, 2020 from 12 noon to 4:00 p.m. at 700 North Bullis Road.
- Encouraged each household to return their 2020 Census questionnaire to assist the City in receiving critical funding for the next ten years.
- Commented on all of the fruitful accomplishments that have taken place under the extraordinary leadership of City Manager Craig Cornwell and thanked him for his many years of outstanding service, and further urged Mr. Cornwell to continue his great work in the City of Compton.
- Condemned the act of gun violence perpetrated against two Sheriff's Deputies in Compton.
- Requested that the meeting be adjourned in memory of **Norma Jean Martin-Mack**.

**Councilmember Galvan offered the following communications/announcements:**

- Reported homeless encampments along the Alameda corridor, indicating that the encampment problem has never been to this degree and requested that the City Manager address the problem immediately.
- Requested that the City address the illegal marijuana shops around the City, particularly at the location on Oaks and Santa Fe Avenue.
- Commented that there is an illegal marijuana shop inside Cesar Chavez Park, which is a dangerous situation in light of the fact that there are no City personnel at the park and the children are there unsupervised.
- Condemned the shooting of two Sheriff's Deputies and urged anyone with information regarding the suspect(s) who committed the crime to step forward, and further noted that crime tippers can remain anonymous.

**Councilmember McCoy offered the following communications/announcements:**

- Requested that the City remove the tree stumps on Compton Boulevard near Tajauta.
- Requested that the City maintain the vacant lots around the City and bill the property owners for the expense.
- Noted that the easement on Wilmington between Greenleaf and Alondra Boulevard is in need of a clearing and cleaning.
- Invited the community to participate in a *Grab and Go* Food Giveaway on Saturday September 19, 2020 from 9:00 a.m. to 12 noon at Burrell Macdonald Park, 2516 W. Alondra Blvd.

**Councilmember Sharif offered the following communications/announcements:**

- Announced that there will be a *Grab and Go* Food Giveaway on September 18, 2020 at Mt. Pilgrim Church, 400 S. Santa Fe, Compton from 12 noon to 1:00 p.m.

- Reminded the residents of the importance of responding to the 2020 Census to ensure that the City of Compton receives all the necessary funding it is entitled to receive.
- 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.lacounty.gov](https://www.covid-19.lacounty.gov).
- Cautioned the Council and community regarding placing incorrect information or rumors on various social media platforms. The City Council must strive to maintain peace and calm in the community.
- Announced that she will be hosting the 2020 Hub City Clean up on Saturday, September 26, 2020 beginning at 8:00 a.m. in collaboration with the Distinguished Men of Compton and various Church and community organizations at Unity Church, 16133 Atlantic Avenue, Compton.

**Mayor Brown offered the following communications/announcements:**

- Mayor Brown expressed her dismay that certain individuals in the community are continuing to derail the progress that the City has made thus far. Mayor Brown indicated that the Councilmembers must put their personal grievances aside and do what is in the best interest of the entire community.
- Mayor Brown announced that there are 3,751 confirmed cases of the coronavirus in the City to date with 61 fatalities attributed to the virus. Mayor Brown further indicated that it is critical that everyone continue to wear nose and mouth coverings, practice social distancing, and perform frequent handwashing to combat the spread of the coronavirus. Mayor Brown encouraged the residents to visit: [Comptoncity.org](https://comptoncity.org) to access the Resource Guide to receive vital information regarding food distribution centers and other programs.
- Mayor Brown announced that the City has secured a permanent COVID-19 testing site located at Gonzales Park, 1101 W. Cressey Street, Compton. The hours of operation are Sunday thru Thursday from 8:00 a.m. until 8:00 p. m, and the location is open to all Los Angeles County residents. Please schedule an appointment at: [LHI.CARE/COVIDTESTING](https://lhi.care/covidtesting) Appointment can also be made by telephone by calling (888) 634-1123.
- Mayor Brown announced that 62.4% of the residents have responded to the 2020 Census, however, we remain hopeful that there will be 100% participation. Ms. Brown emphasized that it is absolutely imperative that each household respond to the 2020 Census to ensure that Compton receives its fair share of critical funding. Please visit: [2020census.gov](https://2020census.gov) for additional information.
- Mayor Brown announced that October 19, 2020 is the final day to register and further encouraged everyone to exercise their right and responsibility and ***VOTE*** on November 3, 2020!

**ADJOURNMENT**

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Norma Jean Matin-Mack, Kelvin Rising and Detective Phillip Bailey** at 8:26 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

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CITY CLERK OF THE CITY OF COMPTON

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MAYOR OF THE CITY OF COMPTON

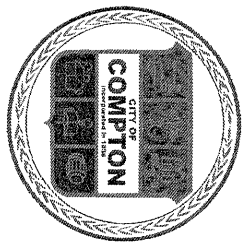


DATE: OCT 06, 2020  
TO: MAYOR AND COUNCIL MEMBERS  
FROM: CITY TREASURER  
SUBJECT: INVESTMENT REPORT

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

DOUGLAS SANDERS  
CITY TREASURER





# **CITY OF COMPTON** **Portfolio Management** **Portfolio Summary** **August 31, 2020**

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

| Investments                   | Par Value             | Market Value          | Book Value            | % of Portfolio | Term     | Days to Maturity | YTM 360 Equiv. | YTM 365 Equiv. |
|-------------------------------|-----------------------|-----------------------|-----------------------|----------------|----------|------------------|----------------|----------------|
| Local Agency Investment Funds | 100,754,431.26        | 100,754,431.26        | 100,754,431.26        | 99.87          | 1        | 1                | 1.341          | 1.360          |
| Passbook/Checking Accounts -2 | 132,030.46            | 132,030.46            | 132,030.46            | 0.13           | 1        | 1                | 0.010          | 0.010          |
| <b>Investments</b>            | <b>100,886,461.72</b> | <b>100,886,461.72</b> | <b>100,886,461.72</b> | <b>100.00%</b> | <b>1</b> | <b>1</b>         | <b>1.340</b>   | <b>1.358</b>   |

| Total Earnings                  | August 31 Month Ending | Fiscal Year To Date   |
|---------------------------------|------------------------|-----------------------|
| Current Year                    | 116,379.34             | 264,302.83            |
| <b>Average Daily Balance</b>    | <b>100,886,460.64</b>  | <b>102,524,987.28</b> |
| <b>Effective Rate of Return</b> | <b>1.36%</b>           | <b>1.52%</b>          |

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program and future revenue of the City are uncertain as to sufficient cash to meet six months of estimated expenditures. This is due to the COVID-19 OUTBREAK worldwide. The uncertainty of Cities to collect revenues is due to the Executive Order by the Governor of California, which calls for business closures and for people to stay at home until April 19, 2020. As of this report, the Governor softened some restrictions on Counties and Cities if they met certain criteria, except for the County of Los Angeles, which continues to have high infection rates and hospitalization due to COVID-19. As of August 31, 2020, the 2nd month of the Fiscal Year 2020/2021, the City had a total in the General City Bank account plus LAIF account of \$39.2 million. At the time of this reporting period, the City had \$1 million in large outstanding warrants payable to vendors. On January 2, 2020 the Successor Agency received its property tax revenue called ROPS. On April 20, 2020, the City received its portion of property tax revenue of \$9.4 million from the Los Angeles County. Also, on May 20, 2020, the City received another property tax revenue of over \$8.4 million, in both cases some of this revenue goes towards the city PERS account. In addition, the Successor Agency received its next ROPS on June 2 of 2020. Our PERS balance is \$37.6 million as of the date of this reporting period. I would also like to make aware that this report shows that the City EARNED OVER \$2 MILLION in Interest Revenue, combination of General City and Successor Agency accounts, as of June 30. The Federal Reserve Bank has reduced rates to 0% or near zero due to the COVID-19 Pandemic. However, the FOMC's Chairman has issued over 20 directives to help jump start the economy with a lot of liquidity for future adjustments, as economic conditions are expected to worsen. Also, Congress has passed several bills, over 3 trillion dollars to help businesses and people who are unemployed.

"Recognizing the unprecedented financial disruptions caused by the COVID-19 pandemic, the Federal Reserve conducted a pair of supplemental surveys to monitor changes in the financial well-being of Americans. The first of these surveys was conducted in April, at the onset of the pandemic and before most financial relief efforts were in place. The April results were described in the Report on the Economic Well-Being of U.S. Households in 2019. Featuring Supplemental Data from April 2020. The second survey was conducted in July. In July, 77 percent of adults said they were doing at least okay financially, up from 72 percent in early April, and 75 percent in October 2019. This increase is likely due to some people returning to work as well as the availability of assistance programs either from the government or from charitable organizations. A substantial number of families received one or more forms of financial assistance, and the effects of these programs were apparent in people's overall financial well-being and ability to cover expenses." "Federal Reserve Board issues Report on the Economic Well-Being of US Households" (2020) Retrieved from Federal Reserve Report

At the time of this report, unemployment benefits under the CARE act have expired as of July 30, 2020, and we have no clue what effects to the economy this will have. The City is going to lose out on sales tax revenue due to small and medium businesses closing, this is due to the Governor's Executive Order to stay at home because of COVID-19. The City's payment to the Sheriff's Department each month is approximately \$1.9 million and the employee's payroll over \$2 million a month, plus other major expenditures. The City Manager and staff is projecting a large budget short fall of over \$5 million. Our City, like other cities, will or has laid off employees. We are all headed into uncharted territory as the death rate from the Pandemic rises and activity is restricted

Reporting period 08/01/2020-08/31/2020

due to the stay at home order for all California citizens and businesses.  
The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 8/31/2020

3 month T-Bill @ 0.0860%  
6 month T-Bill @ 0.1110%  
1 year T-Bill @ 0.1120%



DOUGLAS SANDERS, CITY TREASURER

10-1-20

Reporting period 08/01/2020-08/31/2020

Run Date: 10/01/2020 - 15:11

**CITY OF COMPTON**  
**Portfolio Management**  
**Portfolio Details - Investments**  
**August 31, 2020**

| CUSIP                                | Investment # | Issuer                     | Average Balance       | Purchase Date | Par Value             | Market Value          | Book Value | Stated Rate  | YTM 360      | YTM 365 | Days to Maturity | Maturity Date |
|--------------------------------------|--------------|----------------------------|-----------------------|---------------|-----------------------|-----------------------|------------|--------------|--------------|---------|------------------|---------------|
| <b>Local Agency Investment Funds</b> |              |                            |                       |               |                       |                       |            |              |              |         |                  |               |
| 6000                                 | 6000         | General City               | 29,267,919.28         |               | 29,267,919.28         | 29,267,919.28         | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 6007                                 | 6007         | Successor Agency Gen       | 29,900,750.65         |               | 29,900,750.65         | 29,900,750.65         | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 1203                                 | 1203         | SA Low Cost Housing        | 6,001,685.36          |               | 6,001,685.36          | 6,001,685.36          | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 6029                                 | 6029         | Measure R                  | 1,909,986.30          |               | 1,909,986.30          | 1,909,986.30          | 1.360      | 1.341        | 1.360        |         | 1                |               |
| SYS10128                             | 10128        | Measur M                   | 1,247,732.33          |               | 1,247,732.33          | 1,247,732.33          | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 6019                                 | 6019         | EDA Revolving Loan         | 72,911.59             |               | 72,911.59             | 72,911.59             | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 6002                                 | 6002         | Prop C                     | 1,623,045.65          |               | 1,623,045.65          | 1,623,045.65          | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 6030                                 | 6030         | PROP A                     | 3,189,113.38          |               | 3,189,113.38          | 3,189,113.38          | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 2100                                 | 6021         | PERS                       | 26,637,628.93         |               | 26,637,628.93         | 26,637,628.93         | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 6027                                 | 6027         | River Mountain Conservancy | 12,643.59             |               | 12,643.59             | 12,643.59             | 1.360      | 1.341        | 1.360        |         | 1                |               |
| 6003                                 | 6003         | Sewer Bond Proceeds        | 891,014.20            |               | 891,014.20            | 891,014.20            | 1.360      | 1.341        | 1.360        |         | 1                |               |
| <b>Subtotal and Average</b>          |              |                            | <b>100,754,431.26</b> |               | <b>100,754,431.26</b> | <b>100,754,431.26</b> |            | <b>1.341</b> | <b>1.360</b> |         | <b>1</b>         |               |
| <b>Passbook/Checking Accounts -2</b> |              |                            |                       |               |                       |                       |            |              |              |         |                  |               |
| 5007                                 | 5007         | Family Self Sufficiency    | 132,030.46            |               | 132,030.46            | 132,030.46            | 0.010      | 0.010        | 0.010        |         | 1                |               |
| <b>Subtotal and Average</b>          |              |                            | <b>132,029.38</b>     |               | <b>132,030.46</b>     | <b>132,030.46</b>     |            | <b>0.010</b> | <b>0.010</b> |         | <b>1</b>         |               |
| <b>Total and Average</b>             |              |                            | <b>100,886,460.64</b> |               | <b>100,886,461.72</b> | <b>100,886,461.72</b> |            | <b>1.340</b> | <b>1.358</b> |         | <b>1</b>         |               |

**CITY OF COMPTON  
BANK ACCOUNT BALANCES AS OF  
AUGUST 31, 2020**

| <b>FUND #</b> | <b>NAME OF ACCOUNT</b>  | <b>BANK NAME</b> | <b>BALANCE</b> |
|---------------|-------------------------|------------------|----------------|
| 101           | PAYROLL                 | WELLS FARGO BAI  | 3,067,830.61   |
| 1001          | GENERAL CITY ACCOUNT    | BANK OF THE WES  | 9,870,802.41   |
| 1520          | MEASURE R               | BANK OF THE WES  | 877,979.47     |
| 2000          | PROP A                  | BANK OF THE WES  | 1,900,079.61   |
| 4000          | SA GENERAL              | BANK OF THE WES  | 36,139.44      |
| 1203          | SA LOW COST HOUSING     | BANK OF THE WES  | 867,529.18     |
| 2100          | PERS                    | BANK OF THE WES  | 11,027,545.15  |
| 1528          | MEASURE M               | BANK OF THE WES  | 228,030.86     |
| 2820          | FAMILY SELF SUFFICIENCY | BANK OF THE WES  | 132,030.46     |
| 2754-84-8     | JTPA - CAREERLINK       | BANK OF THE WES  | 592,715.57     |
| 2805          | HOME LOAN PROGRAM       | BANK OF THE WES  | 1,516,410.09   |
| 2818          | SECTION 108 - HUD FUND  | BANK OF THE WES  | 1,856,679.67   |
| 5116          | BOND SEWER CONSTRUCTION | BANK OF THE WES  | 8,328.40       |
| 6400          | LIABILITY               | BANK OF THE WES  | 97,680.79      |
| 1001          | COC - CHANGE FUND       | BANK OF THE WES  | 127.00         |
| 1900          | PROP C                  | BANK OF THE WES  | 2,351,634.97   |

**CITY OF COMPTON  
BANK ACCOUNT BALANCES AS OF  
AUGUST 31, 2020**

| <b>FUND #</b> | <b>NAME OF ACCOUNT</b>  | <b>BANK NAME</b> | <b>BALANCE</b> |
|---------------|-------------------------|------------------|----------------|
| 6300          | WORKERS COMP            | BANK OF THE WES  | 91,808.96      |
| 2820          | HOUSING AUTHORITY       | BANK OF THE WES  | 1,314,805.95   |
| 1001          | EMERGENCY MEDICAL SERVI | BANK OF THE WES  | 80,557.23      |
| 1061          | COPS GRANT WEED AND SEE | BANK OF THE WES  | 3,997.27       |
| 1001          | COC PARKING VIOLATIONS  | BANK OF THE WES  | 1,702,114.85   |
| 5000          | COC UTILITIES BILLINGS  | BANK OF THE WES  | 2,667,065.94   |

**October 6, 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 ISSUANCE OF A PURCHASE ORDER TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY FOR ANNUAL FUNDING CONTRIBUTION (\$30,000)**

### **SUMMARY**

Since 2006, the City of Compton has been a member of the California Cities for Self-Reliance Joint Powers Authority ("Authority"). The attached resolution will authorize the City Manager to issue a purchase order to the Authority in the amount of Thirty Thousand Dollars (\$30,000.00) as Compton's annual contribution to the Authority for the 2020-2021 Fiscal Year.

### **BACKGROUND**

In 2001, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens (the "Founding Members") formed the California Cities for Self Reliance Joint Powers Authority (the "Authority"). Pursuant to California Government Code Section 6500 *et seq.*, the Founding Members executed a Joint Powers Agreement (the "Agreement"). The Agreement was amended in September 2006 to admit the City of Compton and the City of Inglewood as "Trade Members."

The members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments) and regulate the operations thereof. The Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities. More specifically, the Authority identifies as some of the purposes for which it was created as : (1) to promote and protect the gaming economy of the member cities of the Authority; (2) to seek opportunities for gaming beneficial to the member cities and gaming establishments within their boundaries; (3) to advance the interests of member cities on issues of gaming; (4) to support the interests of gaming establishments in the member cities at regional, state and national levels; and (5) to create gaming opportunities and enter into ventures with all participants in gaming so as to enhance gaming revenues to member cities and the gaming establishments within their boundaries.

### **STATEMENT OF THE ISSUE**

The City's membership dues must be paid for the City to remain in good standing and for City officials to utilize the above identified benefits and services. The Authority Board of Directors has approved a yearly projected budget of \$180,000.00, calculated at Authority member cities contributing \$30,000.00 each.

### **FISCAL IMPACT**

Funds for this expenditure are available in the 2020-2021 Fiscal Year budget in Account No. 1001 510 000 4219 (Memberships and Publishing).

### **RECOMMENDATION**

It is recommended 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 ISSUANCE OF A PURCHASE ORDER TO THE  
CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY  
FOR ANNUAL FUNDING CONTRIBUTION (\$30,000)**

**WHEREAS**, Section 6500 *et seq.*, of the California Government Code provides that two or more cities may, by agreement, jointly exercise any powers common to the cities to the agreement and may by that agreement create an entity which is separate from the cities to the agreement; and

**WHEREAS**, the California Cities for Self Reliance Joint Powers Authority ("Authority") was formed on July 11, 2001, by the execution of a Joint Powers Authority Agreement ("Agreement") by and between the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens; and

**WHEREAS**, on September 12, 2006, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens approved Addendums to the Agreement to admit the City of Compton and the City of Inglewood as Trade Members of the Authority; and

**WHEREAS**, members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments), license employees to work in gaming establishments and otherwise regulate the operations of gaming establishments; and

**WHEREAS**, the Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities; and

**WHEREAS**, the City's membership dues must be paid for the City to remain in good standing and for City officials to utilize the above identified benefits and services; and

**WHEREAS**, the Authority Board of Directors has approved a yearly projected budget of \$180,000.00, calculated at Authority member cities contributing \$30,000.00 each; and

**WHEREAS**, funds for this expenditure are available in the 2020-2021 Fiscal Year budget.

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

**Section 1.** That the City Manager is hereby authorized to issue a purchase order in the amount of Thirty Thousand Dollars (\$30,000.00) to the California Cities for Self Reliance Joint Powers Authority as payment for the City of Compton's 2020-2021 Fiscal Year contribution to the California Cities for Self Reliance Joint Powers Authority.

**Section 2.** That funds are available in the 2020-2021 Fiscal Year budget, in Account No. 1001 510 000 4219.

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



**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, 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-**  
**ABSTAIN: COUNCIL MEMBERS-**  
**ABSENT: COUNCIL MEMBERS-**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

**October 6, 2020**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

**FROM: CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE A SENATE BILL 2 GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND THE PREPARATION OF AN UPDATED GENERAL PLAN LAND USE ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (\$310,000)**

### **SUMMARY**

Adoption of the attached resolution will amend the 2020-2021 Fiscal Year budget to accept and appropriate Three Hundred Ten Thousand Dollars (\$310,000.00) in Senate Bill 2 Grant funds from the California Department of Housing and Community Development for the preparation of an updated General Plan Land Use Element and authorize the City Manager to enter into a Grant Agreement with the Department of Housing and Community Development.

### **BACKGROUND**

On June 9, 2020, the City was awarded a \$310,000.00 in Senate Bill 2 (“SB2”) Grant funds from the California Department of Housing and Community Development (“HCD”). Community Development (i.e. Planning and Economic Development) will be responsible for fiscal oversight, program monitoring, reporting and the preparation of the Land Use Element. The Land Use Element will review and amend existing land use categories as well as create new categories to facilitate the development of new housing types and amend the existing goals, policies and objectives as needed as well as create new goals and policies. The updated Land Use Element will also be the initiator to revise the Zoning Ordinance to better respond to new types of development proposals such as mixed use and small lot development proposals.

### **STATEMENT OF THE ISSUE**

The current General Plan Land Use Element was adopted in 1990 and is obsolete and needs to be revised to reflect changes in the needs of the community as well as new types of residential development. This HCD Grant will allow the City to prepare a Land Use Element that will help the City implement:

- New Land use categories
- Higher residential densities
- Mixed Use buildings
- Improved connections for people walking, cycling, driving, and taking transit

**Staff Report – Resolution Amending FY 2020-2021 Budget  
Accept, Appropriate SB2 Grant Funds for Updated  
General Plan Land Use Element and Execute Agreement  
October 6, 2020, page 2**

- Amenities needed to support housing and employment

**FISCAL IMPACT**

This is a two (2) year grant; therefore, any unexpended funds from Fiscal Year 2020-2021 will be budgeted in Fiscal Year 2021-2022. The SB2 Grant period is from the Fall of 2020 to Fall of 2022. The Fiscal Year 2020-2021 budget would increase by \$310,000.00. If the SB2 Grant is accepted from HCD there is no match requirement. The City's fiscal obligation would be to contribute staff time to manage the project.

| <b><u>Account Numbers:</u></b> | <b><u>Description:</u></b> | <b><u>Amount:</u></b> |
|--------------------------------|----------------------------|-----------------------|
| Revenue<br>2789-000-001        | HCD SB2 Grant              | \$310,000             |
| Expenditure<br>2789-780-001    | Land Use Element           | \$310,000             |

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution.

**ROBERT DELGADILLO, SENIOR PLANNER  
COMMUNITY DEVELOPMENT**

**APPROVED FOR FORWARDING:**

**CRAIG J. CORNWELL  
CITY MANAGER**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE A SENATE BILL 2 GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT TO FUND THE PREPARATION OF AN UPDATED GENERAL PLAN LAND USE ELEMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (\$310,000)**

**WHEREAS**, the City of Compton shares the California Department of Housing and Community Development’s (“HCD”) goal of increasing the number both market rate and affordable housing units constructed in the State of California to ease the current housing crisis; and

**WHEREAS**, the City’s current General Plan Land Use Element was adopted in 1990 and is obsolete and needs to be revised to reflect changes in the needs of the community as well as new types of residential development; and

**WHEREAS**, the City was awarded a Three Hundred Ten Thousand Dollar (\$310,000.00) Senate Bill 2 (“SB2”) Grant from HCD to fund the preparation of an updated General Plan Land Use Element; and

**WHEREAS**, the Land Use Element will review and amend existing land use categories as well as create new categories to facilitate the development of new housing types and amend the existing goals, policies and objectives as needed as well as create new goals and policies. The updated Land Use Element will also be the initiator to revise the Zoning Ordinance to better respond to new types of development proposals such as mixed use and small lot development proposals; and

**WHEREAS**, the 2020-2021 Fiscal Year budget needs to be amended to accept and appropriate the SB2 Grant funds and the City Manager authorized to enter into the Grant Agreement to accept these funds.

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

**Section 1:** That the City hereby accepts the Three Hundred Tene Thousand Dollar (\$310,000.00) Senate Bill 2 Grant from the California Department of Housing and Community Development and authorize the City Manager, on the advice and approval of the City Attorney to execute a Grant Agreement with the Department of Housing and Community Development.

**Section 2:** That the Fiscal Year 2020-2021 budget shall be amended as follows to appropriate the grant funding:

| <b><u>Account Numbers:</u></b> | <b><u>Description:</u></b> | <b><u>Amount:</u></b> |
|--------------------------------|----------------------------|-----------------------|
| Revenue                        |                            |                       |
| 2789-000-001                   | HCD SB2 Grant              | \$310,000             |
| Expenditure                    |                            |                       |
| 2789-780-001                   | Land Use Element           | \$310,000             |

**Section 3.** That the Senate Bill 2 Grant award is for a period of two (2) years. If there are unexpended funds from Fiscal Year 2020-2021, the remaining funds will be carried forth and appropriated in the Fiscal Year 2021-2022 budget.

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

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

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

That 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**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**ADMINISTRATION AND MANAGEMENT DIVISION**  
**Business and Contract Services Branch**  
**Contracts Office**

2020 W. El Camino Avenue, Suite 130, 95833  
P. O. Box 952054  
Sacramento, CA 94252-2054  
(916) 263-6928 / FAX (916) 263-6917  
[www.hcd.ca.gov](http://www.hcd.ca.gov)



SEP 02 2020

Craig Cornwell  
City Manager  
City of Compton  
205 S Willowbrook Ave  
Compton, CA 90220

**RE: Grant 19-PGP-14569**

Dear Craig Cornwell:

Congratulations on your Planning Grants Program (PGP), 2019 NOFA award. Attached is an electronic copy of the Standard Agreement ("Agreement") with Exhibits A through E:

**A. Standard Agreement Contents (STD 213 and Exhibits A through E)**

**STD 213 - Cover page**

**Exhibit A** - Authority, Purpose and Scope of Work

**Exhibit B** - Budget Detail and Payment Provisions

**Exhibit C\*** - State of California General Terms and Conditions - GTC 04/2017

*\*Exhibit C is now incorporated by reference; please see the STD 213 for additional information.*

**Exhibit D** – PGP Terms and Conditions

**Exhibit E** - Special Conditions

**B. For expeditious handling of the contract, the Department offers two options for returning signed STD 213; please complete the following:**

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an **original signature, printed name, title and date, must use blue ink**, on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.
3. **Option One:** For electronic signature processing, reply to this Standard Agreement

email notification with the attached, fully signed STD 213 page(s). All signatures must be original and in **blue ink**. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print five copies of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page(s). All five copies must be an original signature with **wet, blue ink**; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body **must** adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or the five signed copies of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:  
  
**Department of Housing and Community Development  
Business & Contract Services Branch  
Contracts Office, Attn. Kelvin Singh  
2020 West El Camino Avenue, Suite 130  
Sacramento, CA 95833**
7. Maintain a complete electronic version of the contract Agreement, STD 213 and Exhibits, for your pending file. **Note: The contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Planning Grants Program Manager, Paul McDougall, at [paul.mcdougall@hcd.ca.gov](mailto:paul.mcdougall@hcd.ca.gov), if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,



Kelvin Singh  
Contract Analyst

Attachment  
cc: Planning Grants Program, John Buettner

|                                                                                                                                                   |                                                  |                                                           |                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|-----------------------------------------------------------|---------------------------------------------|
| STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES                                                                                              |                                                  |                                                           |                                             |
| STANDARD AGREEMENT                                                                                                                                |                                                  | AGREEMENT NUMBER                                          | PURCHASING AUTHORITY NUMBER (if applicable) |
| STD 213 (Rev. 03/2019)                                                                                                                            |                                                  | 19-PGP-14569                                              |                                             |
| 1. This Agreement is entered into between the Contracting Agency and the Contractor named below:                                                  |                                                  |                                                           |                                             |
| CONTRACTING AGENCY NAME                                                                                                                           |                                                  |                                                           |                                             |
| DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT                                                                                                   |                                                  |                                                           |                                             |
| CONTRACTOR'S NAME                                                                                                                                 |                                                  |                                                           |                                             |
| City of Compton                                                                                                                                   |                                                  |                                                           |                                             |
| 2. The term of this Agreement is:                                                                                                                 |                                                  |                                                           |                                             |
| START DATE                                                                                                                                        |                                                  |                                                           |                                             |
| Upon HCD Approval                                                                                                                                 |                                                  |                                                           |                                             |
| THROUGH END DATE                                                                                                                                  |                                                  |                                                           |                                             |
| 12/31/2022                                                                                                                                        |                                                  |                                                           |                                             |
| 3. The maximum amount of this Agreement is:                                                                                                       |                                                  |                                                           |                                             |
| \$310,000.00                                                                                                                                      |                                                  |                                                           |                                             |
| 4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement. |                                                  |                                                           |                                             |
| EXHIBITS                                                                                                                                          | TITLE                                            |                                                           | PAGES                                       |
| Exhibit A                                                                                                                                         | Authority, Purpose and Scope of Work             |                                                           | 2                                           |
| Exhibit B                                                                                                                                         | Budget Detail and Payment Provisions             |                                                           | 5                                           |
| Exhibit C*                                                                                                                                        | State of California General Terms and Conditions |                                                           | GTC - 04/2017                               |
| Exhibit D                                                                                                                                         | PGP Terms and Conditions                         |                                                           | 8                                           |
| Exhibit E                                                                                                                                         | Special Conditions                               |                                                           | 0                                           |
| TOTAL NUMBER OF PAGES ATTACHED                                                                                                                    |                                                  |                                                           | 15                                          |
| Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.                     |                                                  |                                                           |                                             |
| These documents can be viewed at <a href="https://www.dgs.ca.gov/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a>                          |                                                  |                                                           |                                             |
| IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.                                                                       |                                                  |                                                           |                                             |
| CONTRACTOR                                                                                                                                        |                                                  |                                                           |                                             |
| CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)                                                     |                                                  |                                                           |                                             |
| City of Compton                                                                                                                                   |                                                  |                                                           |                                             |
| CONTRACTOR BUSINESS ADDRESS                                                                                                                       |                                                  | CITY                                                      | STATE                                       |
| 205 S Willowbrook Ave                                                                                                                             |                                                  | Compton                                                   | CA                                          |
| PRINTED NAME OF PERSON SIGNING                                                                                                                    |                                                  | ZIP                                                       |                                             |
|                                                                                                                                                   |                                                  | 90220                                                     |                                             |
| CONTRACTOR AUTHORIZED SIGNATURE                                                                                                                   |                                                  | TITLE                                                     |                                             |
|                                                                                                                                                   |                                                  | DATE SIGNED                                               |                                             |
| STATE OF CALIFORNIA                                                                                                                               |                                                  |                                                           |                                             |
| CONTRACTING AGENCY NAME                                                                                                                           |                                                  |                                                           |                                             |
| Department of Housing and Community Development                                                                                                   |                                                  |                                                           |                                             |
| CONTRACTING AGENCY ADDRESS                                                                                                                        |                                                  | CITY                                                      | STATE                                       |
| 2020 W. El Camino Ave., Suite 130                                                                                                                 |                                                  | Sacramento                                                | CA                                          |
| PRINTED NAME OF PERSON SIGNING                                                                                                                    |                                                  | ZIP                                                       |                                             |
| Shaun Singh                                                                                                                                       |                                                  | 95833                                                     |                                             |
| CONTRACTING AGENCY AUTHORIZED SIGNATURE                                                                                                           |                                                  | TITLE                                                     |                                             |
|                                                                                                                                                   |                                                  | Contracts Manager,<br>Business & Contract Services Branch |                                             |
|                                                                                                                                                   |                                                  | DATE SIGNED                                               |                                             |
| California Department of General Services Approval (or exemption, if applicable)                                                                  |                                                  |                                                           |                                             |
| Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 6/12/1981)                                                                                        |                                                  |                                                           |                                             |



## EXHIBIT A

### **AUTHORITY, PURPOSE AND SCOPE OF WORK**

#### **1. Authority**

Pursuant to Health and Safety Code section 50470, subdivision (b)(1)(A), the State of California Department of Housing and Community Development (the "Department" or "State") has established the Planning Grants Program ("PGP," or the "Program" as defined in Section 102 of the Guidelines) for Local Governments and Localities. This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program. Pursuant to Health and Safety Code Section 50470, subdivision (d), the Department has issued the Senate Bill 2 Planning Grants Program Year 1 Guidelines (the "Guidelines") dated December 2018 governing the Program, and a Notice of Funding Availability ("NOFA") dated March 28, 2019.

#### **2. Purpose**

In accordance with the authority cited above, the Grantee has been awarded financial assistance in the form of a grant from the Program. The Department has agreed to make the grant to provide financial assistance for the preparation, adoption and implementation of a plan for Accelerating Housing Production and Streamlined Housing Production (as defined in Section 102 of the Guidelines) pursuant to the terms of the Guidelines, the NOFA, and this Agreement. By entering into this Agreement and thereby accepting the award of the Program funds, the Grantee agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, the representations contained in the application, and the requirements of the authority cited above. Based on the representations made by the Grantee, the State shall provide a grant in the amount shown in Exhibit B, Section 2.

#### **3. Definitions**

Terms herein shall have the same meaning as definitions in Section 102 of the Guidelines.

#### **4. Scope of Work**

Update planning documents, entitlement processes or zoning ordinances in accordance with the Grantee's Schedule F: Project Timeline and Budget, as provided by the Grantee in the SB 2 Planning Grant Program application used for subsequent approval by the Department.

#### **5. Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Housing Policy Development Manager, or the Manager's designee. Unless otherwise informed, any

**EXHIBIT A**

notice, report, or other communication required by this Agreement shall be mailed by first class mail to the Department Contract Coordinator at the following address:

Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Application for Funds**

- A. The Department is entering into this Agreement on the basis of, and in reliance on facts, information, assertions and representations contained in the Application and any subsequent modifications or additions thereto approved by the Department. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.
- B. The Grantee warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of the Grantee's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect the Department's approval, disbursement, or monitoring of the funding and the grant or activities governed by this Agreement, the Department may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

**2. Grant and Reimbursement Limit**

The maximum total amount granted and reimbursable to the Grantee pursuant to this Agreement shall not exceed \$310,000.

**3. Grant Timelines**

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date").
- B. All Grant funds must be expended by June 30, 2022.
- C. The Grantee shall deliver to the Department all final invoices for reimbursement on or before February 28, 2022, to ensure meeting the June 30, 2022 deadline. Under special circumstances, as determined by the Department, the Department may modify the February 28, 2022 deadline.
- D. It is the responsibility of the Grantee to monitor the project and timeliness of draws within the specified dates.

## EXHIBIT B

### 4. Allowable Uses of Grant Funds

- A. The Department shall not award or disburse funds unless it determines that the grant funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, and this Agreement.
- B. Grant funds shall only be used by the Grantee for project activities approved by the State that involve the preparation and adoption of project activities as stated in the scope of work, project description, project timeline and other parts of the application, and eligible activities and uses pursuant to Article III of the Guidelines.
- C. Grant funds may not be used for administrative costs of persons employed by the Grantee for activities not directly related to the preparation and adoption of the proposed activity.
- D. The Grantee shall use no more than 5 percent of the total grant amount for costs related to administration of the project.
- E. A Grantee that receives funds under this Program may use a subcontractor. The subcontract shall provide for compliance with all the requirements of the Program. The subcontract shall not relieve the Grantee of its responsibilities under the Program.
- F. After the contract has been executed by the Department and all parties, approved and eligible costs for eligible activities may be reimbursed for the project(s) upon completion of deliverables in accordance with Schedule F: Project Timeline and Budget and the Statement of Work and subject to the terms and conditions of this Agreement.
- G. Only approved and eligible costs incurred for work after the NOFA date, continued past the date of execution and acceptance of the Standard Agreement and completed during the grant term will be reimbursable.
- H. Approved and eligible costs incurred prior to the NOFA date are ineligible.

### 5. Performance

The Grantee shall take such actions, pay such expenses, and do all things necessary to complete the scope of work specified in Exhibit A and as incorporated by the SB 2 Program application in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement.

**EXHIBIT B**

**6. Fiscal Administration**

- A. The Grantee is responsible for maintaining records which fully disclose the activities funded by the PGP grant. Adequate documentation for each reimbursable transaction shall be maintained to permit the determination, through an audit if requested by the State, of the accuracy of the records and the allowability of expenditures charged to PGP grant funds. If the allowability of expenditure cannot be determined because records or documentation are inadequate, the expenditure may be disallowed, and the State shall determine the reimbursement method for the amount disallowed. The State's determination of the allowability of any expense shall be final, absent fraud, mistake or arbitrariness.
- B. Work must be completed prior to requesting reimbursement. The Department may make exceptions to this provision on a case by case basis. In unusual circumstances, the Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work.
- C. Prior to receiving reimbursement, the Grantee shall submit the following documentation:
- 1) Government Agency Taxpayer ID Form (GovTIN; Fi\$cal form);
  - 2) A Request for Funds on a form provided by the Department; and
  - 3) Any and all documentation requested by the Department in the form and manner as outlined in the following subsection D.
- D. Grantee shall submit all required reimbursement documentation to the following address:
- Department of Housing and Community Development  
Housing Policy Development  
Land Use Planning Unit  
Attention: PGP Program Manager  
2020 West El Camino Avenue, Suite 500  
Sacramento, CA 95833  
P. O. Box 952050  
Sacramento, CA 94252-2050
- E. The Grantee shall submit invoices for reimbursement to the Department according to the following schedule:

**EXHIBIT B**

- 1) At maximum, once per quarter; or
- 2) Upon completion of a deliverable, subject to the Department's approval; and
- 3) At minimum, one invoice for reimbursement annually.

The Department will use the 2019 calendar year beginning with January, with first requests for reimbursement accepted on or after September 30, 2019.

- F. The request for reimbursement must be for a minimum of 15 percent of the maximum grant amount awarded. The Department may consider exceptions to the minimum amount requested on a case-by-case basis. All invoices shall reference the contract number and shall be signed and submitted to the Department's Program Manager at the address provided above in Section 6, item D of Exhibit B. Invoices shall include at a minimum the following information:
- 1) Names of the Grantee's personnel performing work;
  - 2) Dates and times of project work;
  - 3) Itemized costs in accordance with the Schedule F: Project Timeline and Budget and Statement of Work, including identification of each employee, contractor, subcontractor staff who provided services during the period of the invoice, the number of hours and hourly rates for each of the Grantee's employees, contractor(s), sub-recipient(s) or subcontractor's staff member(s), authorized expenses with receipts, and contractor, sub-recipient and subcontractor invoices; and
  - 4) Any other documents, certifications, or evidence deemed necessary by the Department prior to disbursement of grant funds.
- G. The Department will reimburse the Grantee directly for all allowable project costs as promptly as the Department's fiscal procedures permit upon receipt of an itemized signed invoice.
- H. The Department recognizes that budgeted deliverable amounts are based upon estimates. Grantees may request, in writing, a budget adjustment across deliverables subject to written approval by the Department, as long as the total budget does not exceed the maximum amount awarded to the Grantee.
- I. Grant funds cannot be disbursed until this Standard Agreement has been fully executed.

**EXHIBIT B**

- J. Grant fund payments will be made on a reimbursement basis; advance payments are not allowed. The Grantee, its subcontractors and all partners, must have adequate cash flow to pay all grant-related expenses prior to requesting reimbursement from the Department. The Department may consider alternative arrangements to reimbursement and payment methods based on documentation demonstrating cost burdens, including the inability to pay for work pursuant to Section 601(f) of the Guidelines.
- K. The Grantee will be responsible for compiling and submitting all invoices, supporting documentation and reporting documents. Invoices must be accompanied by reporting materials where appropriate. Invoices without the appropriate reporting materials will not be paid.
  - 1) Supporting documentation may include, but is not limited to; purchase orders, receipts, progress payments, subcontractor invoices, timecards, or any other documentation as deemed necessary by the Department to support the reimbursement to the Grantee for expenditures incurred.
- L. The Grantee will submit for reimbursements to the Department based on actual costs incurred, and must bill the State based on clear and completed objectives and deliverables as outlined in the application, in Schedule F: Project Timeline and Budget, the Statement of Work, and/or any and all documentation incorporated into this Standard Agreement and made a part thereof.
- M. The Department may withhold 10 percent of the grant until grant terms have been fulfilled to the satisfaction of the Department.

**EXHIBIT D**

**PGP TERMS AND CONDITIONS**

**1. Reporting**

- A. During the term of the Standard Agreement the Grantee shall submit, upon request of the Department, a performance report that demonstrates satisfaction of all requirements identified in this Standard Agreement.
- B. Upon completion of all objectives and deliverables required to fulfill this contract pursuant to Schedule F: Project Timeline and Budget and the Scope of Work, Exhibit A, Section 4, and as referred to in Exhibit B, Section 6, subsection K. within this Standard Agreement, the Grantee shall submit a final close out report in accordance with Section 604, subsection (b), and as instructed in Attachment 3 of the December 2018 Planning Grants Program Guidelines. The close out report shall be submitted with the final invoice by the end of the grant term as listed in Exhibit B, Section 3, subsection C.

**2. Accounting Records**

- A. The Grantee, its staff, contractors and subcontractors shall establish and maintain an accounting system and reports that properly accumulate incurred project costs by line. The accounting system shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.
- B. The Grantee must establish a separate ledger account for receipts and expenditures of grant funds and maintain expenditure details in accordance with the scope of work, project timeline and budget. Separate bank accounts are not required.
- C. The Grantee shall maintain documentation of its normal procurement policy and competitive bid process (including the use of sole source purchasing), and financial records of expenditures incurred during the course of the project in accordance with GAAP.
- D. The Grantee agrees that the state or designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Standard Agreement.
- E. Subcontractors employed by the Grantee and paid with moneys under the terms of this Standard Agreement shall be responsible for maintaining accounting records as specified above.

**3. Audits**

- A. At any time during the term of the Standard Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the award. At the



## EXHIBIT D

Department's request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during and over the project life.

- 1) The Grantee agrees that the Department or the Department's designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement.
  - 2) The Grantee agrees to provide the Department or the Department's designee, with any relevant information requested.
  - 3) The Grantee agrees to permit the Department or the Department's designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with statutes, Program guidelines, and this Agreement.
- B. If a financial audit is required by the Department, the audit shall be performed by an independent certified public accountant. Selection of an independent audit firm shall be consistent with procurement standards contained in Exhibit D, Section 8 subsection A. of this Standard Agreement.
- 1) The Grantee shall notify the Department of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by the Department to the independent auditor's working papers.
  - 2) The Grantee is responsible for the completion of audits and all costs of preparing audits.
  - 3) If there are audit findings, the Grantee must submit a detailed response acceptable to the Department for each audit finding within 90 days from the date of the audit finding report.
- C. The Grantee agrees to maintain such records for possible audit after final payment pursuant to Exhibit D, Section 3, subsection E. below, unless a longer period of records retention is stipulated.
- 1) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, all records must be retained by the Grantee, contractors and sub-contractors until completion of the action and resolution of all issues which arise from it. The Grantee shall include in any contract that it enters into in an amount exceeding \$10,000, the Department's right to audit the contractor's records and interview their employees.

**EXHIBIT D**

- 2) The Grantee shall comply with the caveats and be aware of the penalties for violation of fraud and for obstruction of investigation as set forth in California Public Contracts Code Section 10115.10.
- D. The determination by the Department of the eligibility of any expenditure shall be final.
- E. The Grantee shall retain all books and records relevant to this Agreement for a minimum of (3) three years after the end of the term of this Agreement. Records relating to any and all audits or litigation relevant to this Agreement shall be retained for five years after the conclusion or resolution of the matter.

**4. Remedies of Non-performance**

- A. Any dispute concerning a question of fact arising under this Standard Agreement that is not disposed of by agreement shall be decided by the Department's Housing Policy Development Manager, or the Manager's designee, who may consider any written or verbal evidence submitted by the Grantee. The decision of the Department's Housing Policy Development Manager or Designee shall be the Department's final decision regarding the dispute.
- B. Neither the pendency of a dispute nor its consideration by the Department will excuse the Grantee from full and timely performance in accordance with the terms of this Standard Agreement.
- C. In the event that it is determined, at the sole discretion of the Department, that the Grantee is not meeting the terms and conditions of the Standard Agreement, immediately upon receiving a written notice from the Department to stop work, the Grantee shall cease all work under the Standard Agreement. The Department has the sole discretion to determine that the Grantee meets the terms and conditions after a stop work order, and to deliver a written notice to the grantee to resume work under the Standard Agreement.
- D. Both the Grantee and the Department have the right to terminate the Standard Agreement at any time upon 30 days written notice. The notice shall specify the reason for early termination and may permit the grantee or the Department to rectify any deficiency(ies) prior to the early termination date. The Grantee will submit any requested documents to the Department within 30 days of the early termination notice.
- E. There must be a strong implementation component for the funded activity through this Program, including, where appropriate, agreement by the locality to formally adopt the completed planning document. Localities that do not formally adopt the funded activity could be subject to repayment of the grant.
- F. The following shall each constitute a breach of this Agreement:
  - 1) Grantee's failure to comply with any of the terms and conditions of this Agreement.
  - 2) Use of, or permitting the use of, grant funds provided under this Agreement for any

## **EXHIBIT D**

ineligible costs or for any activity not approved under this Agreement.

- 3) Any failure to comply with the deadlines set forth in this Agreement unless approved by the Program Manager.
- G. In addition to any other remedies that may be available to the Department in law or equity for breach of this Agreement, the Department may at its discretion, exercise the following remedies:
- 1) Disqualify the Grantee from applying for future PGP Funds or other Department administered grant programs;
  - 2) Revoke existing PGP award(s) to the Grantee;
  - 3) Require the return of unexpended PGP funds disbursed under this Agreement;
  - 4) Require repayment of PGP Funds disbursed and expended under this agreement;
  - 5) Seek a court order for specific performance of the obligation defaulted upon, or the appointment of a receiver to complete the obligations in accordance with the PGP Program requirements; and
  - 6) Other remedies available at law, or by and through this agreement. All remedies available to the Department are cumulative and not exclusive.
  - 7) The Department may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

### **5. Indemnification**

Neither the Department nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents, its contractors, its sub-recipients or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon the Grantee under this Standard Agreement. It is understood and agreed that the Grantee shall fully defend, indemnify and save harmless the Department and all of the Department's staff from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the Grantee, its officers, employees, agents contractors, sub-recipients, or subcontractors under this Standard Agreement.

### **6. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be

## **EXHIBIT D**

construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

### **7. Relationship of Parties**

It is expressly understood that this Standard Agreement is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent party.

### **8. Third-Party Contracts**

- A. All state-government funded procurements must be conducted using a fair and competitive procurement process. The Grantee may use its own procurement procedures as long as the procedures comply with all City/County laws, rules and ordinances governing procurement, and all applicable provisions of California state law.
- B. Any contract entered into as a result of this Agreement shall contain all the provisions stipulated in the Agreement to be applicable to the Grantee's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contracts, and subcontractors must be submitted to the Department's program manager.
- C. The Department does not have a contractual relationship with the Grantee's sub-recipients, contractors, or subcontractors, and the Grantee shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- D. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort between the Grantee and other jurisdictions who are grantees of the SB 2 Planning Grants Program, the Grantee acknowledges that each partner and/or all entities forming the SB 2 Planning Grants Program collaborative are in mutual written agreement with each other but are contractually bound to the Department under separate, enforceable contracts.
- E. In the event the Grantee is partnering with another jurisdiction or forming a collaborative effort with other entities that are not grantees of the SB 2 Planning Grants Program, the Department shall defer to the provisions as noted in subsections 8(B) and 8(C) of this part.

### **9. Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

- A. The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the grant, the Grantee, its contractors or subcontractors, and any other grant activity.
- B. During the performance of this Agreement, the Grantee assures that no otherwise qualified person shall be excluded from participation or employment, denied program

## **EXHIBIT D**

benefits, or be subjected to discrimination based on race, color, ancestry, national origin, sex, gender, gender identity, gender expression, genetic information, age, disability, handicap, familial status, religion, or belief, under any program or activity funded by this contract, as required by Title VI of the Civil Rights Act of 1964, the Fair Housing Act (42 USC 3601-20) and all implementing regulations, and the Age Discrimination Act of 1975 and all implementing regulations.

- C. The Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with its sub-recipients, contractors, and subcontractors, and shall include a requirement in all agreements with all of same that each of them in turn include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts they enter into to perform work under the PGP.
- D. The Grantee shall, in the course of performing project work, fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
- E. The Grantee shall adopt and implement affirmative processes and procedures that provide information, outreach and promotion of opportunities in the PGP project to encourage participation of all persons regardless of race, color, national origin, sex, religion, familial status, or disability. This includes, but is not limited to, a minority outreach program to ensure the inclusion, to the maximum extent possible, of minorities and women, and entities owned by minorities and women, as required by 24 CFR 92.351.

### **10. Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Grantee shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

### **11. Changes in Terms/Amendments**

This Agreement may only be amended or modified by mutual written agreement of both parties.

### **12. State-Owned Data**

- A. Definitions

## **EXHIBIT D**

1) Work:

The work to be directly or indirectly produced by the Grantee, its employees, or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement.

2) Work Product:

All deliverables created or produced from Work under this Agreement including, but not limited to, all Work and Deliverable conceived or made, or made hereafter conceived or made, either solely or jointly with others during the term of this Agreement and during a period of six months after the termination thereof, which relates to the Work commissioned or performed under this Agreement. Work Product includes all deliverables, inventions, innovations, improvements, or other works of authorship Grantee and/or Grantee's contractor subcontractor and/or sub-recipient may conceive of or develop in the course of this Agreement, whether or not they are eligible for patent, copyright, trademark, trade secret or other legal protection.

3) Inventions:

Any ideas, methodologies, designs, concept, technique, invention, discovery, improvement or development regardless of patentability made solely by the Grantee or jointly with the Grantee's contractor, subcontractor and/or sub-recipient and/or Grantee's contractor, subcontractor, and/or sub-recipient's employees with one or more employees of the Department during the term of this Agreement and in performance of any Work under this Agreement, provided that either the conception or reduction to practice thereof occurs during the term of this Agreement and in performance of Work issued under this Agreement.

**B. Ownership of Work Product and Rights**

- 1) All work Product derived by the Work performed by the Grantee, its employees or by and of the Grantee's contractor's, subcontractor's and/or sub-recipient's employees under this Agreement, shall be owned by the Department and shall be considered to be works made for hire by the Grantee and the Grantee's contractor, subcontractor and/or subrecipient for the Department. The Department shall own all copyrights in the work product.
- 2) Grantee, its employees and all of Grantee's contractor's, subcontractor's and sub-recipient's employees agree to perpetually assign, and upon creation of each Work Product automatically assigns, to the Department, ownership of all United States and international copyrights in each and every Work Product, insofar as any such Work Product, by operation of law, may not be considered work made for hire by the Grantee's contractor, subcontractor and/or subrecipient from the Department. From time to time upon the Department's request, the Grantee's contractor, subcontractor and/or subrecipients, and/or its employees, shall confirm such

## **EXHIBIT D**

assignments by execution and delivery of such assignment, confirmations or assignment or other written instruments as the Department may request. The Department shall have the right to obtain and hold in its name all copyright registrations and other evidence of rights that may be available for Work Product under this Agreement. Grantee hereby waives all rights relating to identification of authorship restriction or limitation on use or subsequent modification of the Work.

- 3) Grantee, its employees and all Grantee's contractors, subcontractors and sub-recipients hereby agrees to assign to the Department all Inventions, together with the right to seek protection by obtaining patent rights therefore and to claim all rights or priority thereunder and the same shall become and remain the Department's property regardless of whether such protection is sought. The Grantee, its employees and Grantee's contractor, subcontractor and /or subrecipient shall promptly make a complete written disclosure to the Department of each Invention not otherwise clearly disclosed to the Department in the pertinent Work Product, specifically noting features or concepts that the Grantee, its employees and/or Grantee's contractor, subcontractor and/or subrecipient believes to be new or different.
- 4) Upon completion of all work under this Agreement, all intellectual property rights, ownership and title to all reports, documents, plans, specifications and estimates, produced as part of this Agreement will automatically be vested in Department and no further agreement will be necessary to transfer ownership to Department.

### **13. Special Conditions**

The State reserves the right to add any special conditions to this Agreement it deems necessary to assure that the policy and goals of the Program are achieved.

October 6, 2020

**TO: MAYOR AND CITY COUNCIL**

**FROM: CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2020-2021 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE \$65,906.77 IN FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2017-2018**

### **SUMMARY**

Staff is requesting City Council adoption of this resolution amending the Public Works Department's Fiscal Year 2020-2021 budget to accept and appropriate Sixty-Five Thousand, Nine Hundred Six Dollars and Seventy Seven Cents (\$65,906.77) in funds from the Los Angeles County Metropolitan Transportation Authority ("LACMTA") National Transit Data ("NTD") and authorize the City Manager to enter into a Memorandum of Understanding with LACMTA for successfully reporting to the National Transit Database for Fiscal Year 2017-2018.

### **BACKGROUND**

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. On September 26, 2001, the LACMTA authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data to the National Transit Database.

The City of Compton, like many other cities operate a locally-funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration ("FTA"), the LACMTA submits a consolidated NTD report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, LACMTA enters into Memorandum of Understandings ("MOU") with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region.



## **STATEMENT OF THE ISSUE**

On June 20, 2019, LACMTA approved the FY 2019-2020 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2017-2018.

On February 9, 2020, the FTA published in the Federal Register the FY 2019-2020 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD.

The City has voluntarily submitted their FY 2017-2018 data to the National Transit Database and have successfully met all NTD and FTA requirements in order to generate Federal 5307 funds for the Los Angeles County region.

Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

Upon adoption of this resolution, the City Manager will sign a MOU with the LACMTA, which entitles the City of Compton to receive a grant of Sixty-Five Thousand, Nine Hundred Six Dollars and Seventy Seven Cents (\$65,906.77) for the City's participation in the National Transit Data Base development for Fiscal Year 2017-2018.

The City will agree that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines. This includes the expenditures of funds deemed to be for public transit purposes, to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance.

City Council authorization is required for amendment of the FY 2020-2021 budget to accept and authorize the grant funds and authorize the City Manager to enter into a MOU with the LACMTA for successfully reporting to NTD for FY 2017-2018.

## **FISCAL IMPACT**

Grant Funding sources include Federal Transit Administration, United States Department of Transportation ("USDOT") and Federal Highway Administration, which will be appropriated as follows:

**Increase Revenue**

|                   |                      |             |
|-------------------|----------------------|-------------|
| 2000-000-000-3577 | Other Agencies - MTA | \$65,906.77 |
|-------------------|----------------------|-------------|

**Increase Expenditure**

Proposition A - Discretionary Incentive Grant Program  
(MOU.PAICOMP20000)

|                   |                         |             |
|-------------------|-------------------------|-------------|
| 2000-710-000-4269 | Other Contract Services | \$65,906.77 |
|-------------------|-------------------------|-------------|

**ALTERNATIVE**

The City of Compton desires to receive its portion of Proposition A Discretionary Incentive Funds entitled to each participating agency for submitting data to the National Transit Database. Therefore, no other alternative is being proposed.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL**  
**CITY MANAGER**

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
AMENDING THE PUBLIC WORKS 2020-2021 FISCAL YEAR BUDGET TO  
ACCEPT AND APPROPRIATE \$65,906.77 IN FUNDS FROM THE LOS  
ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY  
NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY  
MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR  
SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE  
FOR FISCAL YEAR 2017-2018**

**WHEREAS**, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote, Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

**WHEREAS**, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority ("LACMTA") authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

**WHEREAS**, at its June 20, 2019 meeting, the LACMTA approved the Fiscal Year 2019-2020 transit fund allocations, which included funds to make payments to all cities that voluntarily reported National Transit Data ("NTD") for Fiscal Year 2017-2018; and

**WHEREAS**, on February 9, 2020, the Federal Transit Administration ("FTA") published in the Federal Register the Fiscal Year 2019-2020 Apportionments, Allocations, and Program Information including unit values for the data reported to the National Transit Database; and

**WHEREAS**, the City has voluntarily submitted its Fiscal Year 2017-2018 data to the National Transit Database and have successfully met all NTD and FTA requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

**WHEREAS**, each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit and the local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines; and

**WHEREAS**, on adoption of this Resolution, the City Manager will sign a Memorandum of Understanding with the LACMTA which entitles the City of Compton to receive a grant of Sixty-Five Thousand, Nine Hundred Six Dollars and Seventy Seven Cents (\$65,906.77) for the City's participation in the National Transit Data Base development for Fiscal Year 2017-2018; and

**WHEREAS**, the City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance; and

**WHEREAS**, the City of Compton will accept Sixty-Five Thousand, Nine Hundred Six Dollars and Seventy Seven Cents (\$65,906.77) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works Department's Fiscal Year 2020-2021 budget.

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

**SECTION 1.** That the City hereby accepts and appropriates Sixty-Five Thousand, Nine Hundred Six Dollars and Seventy Seven Cents (\$65,906.77) in National Transit Data funds from the Los Angeles County Metropolitan Transportation Authority for successfully reporting to the National Transit Database for Fiscal Year 2017-2018.

**SECTION 2.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2018" with the Los Angeles County Metropolitan Transportation Authority.

**SECTION 3.** That Grant Funding sources include Federal Transit Administration, United States Department of Transportation ("USDOT") and Federal Highway Administration, which will be appropriated as follows:

**Increase Revenue**

2000-000-000-3577                      Other Agencies - MTA                      \$65,906.77

**Increase Expenditure**

Proposition A - Discretionary Incentive Grant Program  
(MOU.PAICOMP20000)

2000-710-000-4269                      Other Contract Services                      \$65,906.77

**SECTION 4.** That the Public Works Department's Fiscal Year 2020-2021 budget shall be amended to accept and appropriate fund in the amount \$65,906.77 into Account No. 2000-710-000-4269 for the additional expenditures and Account No. 2000-000-000-3577 for the increased revenues.

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

---

**CITY CLERK OF THE CITY OF COMPTON**

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM  
MEMORANDUM OF UNDERSTANDING  
FOR COLLECTING AND REPORTING DATA FOR THE  
NATIONAL TRANSIT DATABASE  
FOR REPORT YEAR 2018**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2020 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 20, 2019 meeting, LACMTA approved the Fiscal Year FY 2019-20 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2017-18; and

WHEREAS, the City has voluntarily submitted their FY2017-18 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2017-18 Report Year (the "Project"); and

WHEREAS, on February 9, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2019-20 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

**ARTICLE 1. TERM**

- 1.0 This Memorandum of Understanding ("MOU") will be in effect from **May 1, 2020**, through **June 30, 2023** at which time all unused funds shall lapse.

## ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2017-18 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
  - B. Prepared and submitted the FY 2017-18 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before October 31, 2018;

## ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2017-18 NTD statistics. LACMTA shall pay the City for submitting the FY 2017-18 **ANNUAL NTD REPORT** for the applicable transit services as follows:

### MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 129,233 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.438026446 per revenue vehicle mile. See Attachment A for detail.

### DIAL-A-RIDE SERVICE

For City's dial-a-ride service, LACMTA shall pay an amount equal to the 21,230 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.438026446 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **\$65906.7731** in order to receive its payment described above.

### 3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority  
Accounts Payable  
P. O. Box 512296  
Los Angeles, CA 90051-0296  
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICOMP20000 M.S. Chelsea Meister (99-4-3)

**ARTICLE 4. CONDITIONS**

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

**ARTICLE 5. REMEDIES**

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

**ARTICLE 6. MISCELLANEOUS**

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.



**ARTICLE 7. CONTACT INFORMATION**

- 7.0 LACMTA's Address:  
Los Angeles County Metropolitan Transportation Authority  
One Gateway Plaza  
Los Angeles, CA 90012  
Attention: Chelsea Meister (99-4-3)
- 7.1 City's Address:  
Compton  
205 S. Willowbrook Ave.  
Compton, CA 90220  
Attn: John Strickland  
jstrickland@comptoncity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:  
City of Compton

Los Angeles County Metropolitan  
Transportation Authority

\_\_\_\_\_  
Mayor/City Manager

By: \_\_\_\_\_  
PHILLIP A. WASHINGTON  
Chief Executive Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By:   
Legal Counsel

By:   
Deputy

Date: 9/3/2020

Date: 5/20/2020



ATTACHMENT A  
LACMTA Voluntary NTD Reporting Program for FY '20  
Using FY '18 FTA Formula Programs Apportionment Data Unit Values

| Jurisdiction                | MODE | Number of Vehicles in Operation | Total Vehicle Revenue Miles | Total Vehicle Revenue Hours | Total Passenger Miles | Total Operating Costs | \$ from VRM      | \$ from OPCOST | Total Generated     | Tier II Operator Deduction | Total (\$ Due to Jurisdiction) |
|-----------------------------|------|---------------------------------|-----------------------------|-----------------------------|-----------------------|-----------------------|------------------|----------------|---------------------|----------------------------|--------------------------------|
| Glendale                    | MB   | 28                              | 719,209                     | 80,357                      | 3,300,627             | 6,933,059             | 315,032.56       | 24,708         | \$ 339,741          | (47,837)                   | 291,904                        |
| Pasadena                    | MB   | 19                              | 672,330                     | 63,393                      | 2,749,102             | 4,869,162             | 294,498.32       | 24,406         | \$ 318,905          | (44,903)                   | 274,001                        |
| LADOT COMMUNITY DASH        | MB   | 169                             | 2,594,003                   | 285,403                     | 14,502,162            | 34,519,839            | 1,136,242        | 95,802         | \$ 1,232,044        | (173,478)                  | 1,058,566                      |
| LADOT DEPARTMENT OF AGING   | DR   | 88                              | 418,923                     | 56,548                      | 531,535               | 4,319,733             | 183,499          | 1,028          | \$ 184,528          |                            | 184,528                        |
| <b>Total LADOT</b>          |      | <b>257</b>                      | <b>3,012,926</b>            | <b>341,951</b>              | <b>15,033,697</b>     | <b>38,839,572</b>     | <b>1,319,741</b> | <b>96,830</b>  | <b>\$ 1,416,572</b> |                            | <b>1,243,094</b>               |
| <b>Total NTD 9166 Funds</b> |      | <b>310</b>                      | <b>4,545,435</b>            | <b>496,387</b>              | <b>21,302,761</b>     | <b>51,701,668</b>     | <b>1,991,021</b> | <b>146,659</b> | <b>2,137,680</b>    | <b>(266,219)</b>           | <b>1,871,461</b>               |

FY20 Revenue Mile Rate 0.4380264 \*

FY20 Passenger Mile Rate 0.0157245

ATTACHMENT A  
LACMTA Voluntary NTD Reporting Program for FY20  
Using FY18 FTA Formula Programs Apportionment Data Values

| Jurisdiction              | MODE    | Number of Vehicles in Operation | Total Vehicle Revenue Miles | \$ from VRM | Tier II Operator Deduction | Total (\$ )Due to Jurisdiction |
|---------------------------|---------|---------------------------------|-----------------------------|-------------|----------------------------|--------------------------------|
| Alhambra                  | MB      | 9                               | 165,419                     | 72,457.90   |                            | 72,458                         |
| Alhambra                  | DR      | 8                               | 102,289                     | 44,805.29   |                            | 44,805                         |
| Artesia                   | DR (DT) | 5                               | 13,018                      | 5,702.23    |                            | 5,702                          |
| Azusa                     | DR      | 6                               | 95,307                      | 41,746.99   |                            | 41,747                         |
| Baldwin Park              | MB      | 6                               | 170,315                     | 74,602.47   |                            | 74,602                         |
| Baldwin Park              | DR      | 2                               | 36,514                      | 15,994.10   |                            | 15,994                         |
| Bell                      | MB      | 1                               | 33,467                      | 14,659.43   |                            | 14,659                         |
| Bell                      | DT      | 5                               | 23,395                      | 10,247.63   |                            | 10,248                         |
| Bell                      | DR      | 3                               | 10,366                      | 4,540.58    |                            | 4,541                          |
| Bellflower                | MB      | 2                               | 72,453                      | 31,736.33   |                            | 31,736                         |
| Bellflower                | DR      | 2                               | 28,718                      | 12,579.24   |                            | 12,579                         |
| Bell Gardens              | MB      | 3                               | 96,419                      | 42,234.07   |                            | 42,234                         |
| Bell Gardens              | DR      | 3                               | 52,500                      | 22,996.39   |                            | 22,996                         |
| Burbank                   | MB      | 14                              | 309,680                     | 135,648.03  | (19,100)                   | 116,548                        |
| Calabasas                 | MB      | 11                              | 145,520                     | 63,741.61   |                            | 63,742                         |
| Calabasas                 | DR      | 1                               | 16,517                      | 7,234.88    |                            | 7,235                          |
| Carson                    | MB      | 7                               | 345,915                     | 151,519.92  |                            | 151,520                        |
| Carson                    | DT      | 8                               | 94,330                      | 41,319.03   |                            | 41,319                         |
| Cerritos                  | MB      | 5                               | 174,367                     | 76,377.36   |                            | 76,377                         |
| Cerritos                  | DT      | 10                              | 62,183                      | 27,237.80   |                            | 27,238                         |
| Compton                   | MB      | 5                               | 129,233                     | 56,607.47   |                            | 56,607                         |
| Compton                   | DR      | 2                               | 21,230                      | 9,299.30    |                            | 9,299                          |
| Covina                    | DR      | 4                               | 58,773                      | 25,744.13   |                            | 25,744                         |
| Cudahy                    | MB      | 1                               | 34,548                      | 15,132.94   |                            | 15,133                         |
| Cudahy                    | DT      | 5                               | 17,248                      | 7,555.08    |                            | 7,555                          |
| Downey                    | MB      | 6                               | 115,807                     | 50,726.53   |                            | 50,727                         |
| Downey                    | DR      | 10                              | 75,729                      | 33,171.30   |                            | 33,171                         |
| Duarte                    | MB      | 2                               | 81,471                      | 35,686.45   |                            | 35,686                         |
| El Monte                  | MB      | 7                               | 248,237                     | 108,734.37  |                            | 108,734                        |
| El Monte                  | DR      | 6                               | 79,335                      | 34,750.83   |                            | 34,751                         |
| Glendora                  | MB      | 3                               | 89,070                      | 39,015.02   |                            | 39,015                         |
| Glendora                  | DR      | 10                              | 117,169                     | 51,323.12   |                            | 51,323                         |
| Huntington Park           | MB      |                                 | DID NOT REPORT FOR FY18     |             |                            |                                |
| Huntington Park           | DT      |                                 | DID NOT REPORT FOR FY18     |             |                            |                                |
| LACDPWAvocado             | MB      | 1                               | 39,169                      | 17,157.06   |                            | 17,157                         |
| LACDPWELA                 | MB      | 6                               | 248,646                     | 108,913.52  |                            | 108,914                        |
| LACDPWELA                 | DR      | 7                               | 78,793                      | 34,513.42   |                            | 34,513                         |
| LACDPWEast Valinda        | MB      | 1                               | 43,863                      | 19,213.15   |                            | 19,213                         |
| LACDPWKing Medical        | MB      | 1                               | 34,782                      | 15,235.44   |                            | 15,235                         |
| LACDPWWillowbrook Shuttle | MB      | 2                               | 78,299                      | 34,297.03   |                            | 34,297                         |
| LACDPWS.Whittier          | MB      | 4                               | 210,244                     | 92,092.43   |                            | 92,092                         |
| LACDPWAthens              | MB      | 1                               | 37,312                      | 16,343.64   |                            | 16,344                         |
| LACDPWLennox              | MB      | 1                               | 29,651                      | 12,987.92   |                            | 12,988                         |
| LACDPWFioranceFirestone   | MB      | 2                               | 56,647                      | 24,812.88   |                            | 24,813                         |
| Lakewood                  | DR      | 14                              | 81,479                      | 35,689.96   |                            | 35,690                         |
| Lawndale                  | MB      | 2                               | 77,378                      | 33,893.61   |                            | 33,894                         |
| Lynwood                   | MB      | 4                               | 134,510                     | 58,918.94   |                            | 58,919                         |
| Malibu                    | DT      | 9                               | 53,514                      | 23,440.55   |                            | 23,441                         |
| ManhattanBeach            | DR      | 4                               | 42,535                      | 18,631.45   |                            | 18,631                         |
| Maywood                   | MB      | 2                               | 32,140                      | 14,078.17   |                            | 14,078                         |
| Maywood                   | DR      | 2                               | 23,820                      | 10,433.79   |                            | 10,434                         |
| MontereyPark              | MB      | 6                               | 224,033                     | 98,132.38   |                            | 98,132                         |
| MontereyPark              | DR      | 3                               | 25,428                      | 11,138.14   |                            | 11,138                         |
| Pico Rivera               | DR      | 3                               | 21,737                      | 9,521.38    |                            | 9,521                          |
| Rosemead                  | MB      | 2                               | 115,949                     | 50,788.73   |                            | 50,789                         |
| Rosemead                  | DR      | 3                               | 42,854                      | 18,771.19   |                            | 18,771                         |
| Santa Fe Springs          | DR      | 2                               | 13,166                      | 5,767.06    |                            | 5,767                          |
| South Gate                | MB      | 5                               | 176,395                     | 77,265.67   |                            | 77,266                         |
| South Gate                | DT      | 9                               | 185,992                     | 81,469.41   |                            | 81,469                         |
| SouthPasadena             | DR      | 5                               | 36,012                      | 15,774.21   |                            | 15,774                         |
| WestCovina                | MB      | 4                               | 164,341                     | 71,985.70   |                            | 71,986                         |
| WestCovina                | DR      | 4                               | 67,766                      | 29,683.30   |                            | 29,683                         |
| West Hollywood            | MB      | 4                               | 104,163                     | 45,626.15   |                            | 45,626                         |
| Total                     |         | 285                             | 5,492,997                   | 2,406,078   | (19,100)                   | 2,386,978                      |
| FY20 Revenue Mile Rate    |         | 0.438026446                     |                             |             |                            |                                |



**October 6, 2020**

**TO: MAYOR AND COUNCIL MEMBERS**

**FROM: CITY CLERK**

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 6-23 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS**

### **SUMMARY**

Adoption of this ordinance will amend Charter 6 of the Compton Municipal Code to add a new Section 6-23 which shall authorize the City of Compton to conduct City Elections by all-mail ballots on any established election date, whether under the California Elections Code or the City Charter, by resolution of the City Council, for any purpose, including but not limited to the election of municipal officials or officers, or for any other measure to be submitted before the voters.

### **BACKGROUND**

Pursuant to the provisions of the City Charter, the City of Compton will hold a Primary Nominating and General Municipal Election on Tuesday April 20, 2020 and June 1, 2020, respectfully, for the election of a Mayor for a full term of four (4) years, two (2) Members of the City Council for a full term of four (4) years, a City Attorney for a full term of four (4) years, a City Treasurer for a full term of four (4) years, a City Clerk for a full term of four (4) year. In order to commence the election process, the California Elections Code requires that City Council adopt certain resolutions.

### **STATEMENT OF ISSUE**

Staff was asked to prepare a report regarding all-mail ballot elections since a majority of voters cast their ballots by mail and most cities have changed their elections from odd years to even years. The City of Compton conducts stand-alone elections (i.e. Compton elections not consolidated with any other elections) and the costs of conducting stand-alone elections has steadily increased over the years. The City received an estimated cost for the April 2020 stand-alone election from the Los Angeles County Registrar-Recorder/County Clerk of \$703,000.00. However, in order to receive a cost estimate for a stand-alone all-mail ballot election, the City would have to first be authorized to conduct such election.

The City Charter and Municipal Code are currently silent on the issue of all-mail ballot elections. Section 1304 of the Charter provides that ... “[U]nless otherwise provided by ordinance, all elections shall be held in accordance with the provisions of the Elections Code of the State of California insofar as the same are not in conflict with this Charter.” However, California Elections Code Section 4000, governing mailed ballot elections, only authorizes mailed ballot elections for

a limited scope of issues, which does not include general elections for municipal officials and officers. Therefore, without an amendment to the Municipal Code, the City would not be legally authorized to conduct a General and Primary election by all-mail ballot.

The attached Ordinance for City Council consideration establishes that the City may, by resolution of the City Council, conduct all-mail ballot elections for any City elections including, without limitations, general and primary municipal elections for the purpose of electing municipal officials or officers or for any measure to be submitted to the voters.

**FISCAL IMPACT**

Currently there is \$280,000.00 budgeted in the 2020-2021 Fiscal Year Budget adopted June 2020.

**RECOMMENDATION**

Staff recommends that the City Council adopt the attached Ordinance.

**ALITA GODWIN, MMC  
CITY CLERK**

**APPROVED FOR FORWARDING:**

**CRAIG CORNWELL  
CITY MANAGER**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 6-23 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS**

**WHEREAS**, the City Council of the City of Compton allows municipal elections in the City of Compton to be held in accordance with the City Charter, Compton Municipal Code and the Elections Code of the State of California; and

**WHEREAS**, the California Elections Code allows certain local elections to be conducted wholly by mail, provided that the City has adopted an ordinance authorizing all-mail ballot elections; and

**WHEREAS**, the City Council of the City of Compton desires to adopt such an ordinance, so that all-mail ballot elections may be conducted in the City.

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

**Section 1.** That Chapter VI of the Compton Municipal Code is hereby amended to add a new Section 6-23 (titled “All-Mail Ballot Elections”) to read as follows:

**Section 6-23 ALL-MAIL BALLOT ELECTIONS.**

Pursuant to Section 1304 of the Charter of the City of Compton, the City Council may, by resolution, authorize municipal elections to be conducted wholly by mail ballots in addition to the Calling Elections; Establishing Election Precincts Ordinance set forth in Section 6-2 of this Chapter. Such elections shall be conducted in accordance with the provisions of this Chapter, the Charter of the City and the Election Code of the State of California, as now exists or may hereafter be amended.

**Section 2.** That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

**Section 3.** That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager and City Attorney.

**Section 4.** That pursuant to Section 611(a) of the Compton City Charter and Government Code Section 36937(a), the City Council finds that this Ordinance relates to an election and, therefore, becomes effective immediately upon adoption by a majority vote of the City Council.

**Section 5.** That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

ATTEST:

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES:           COUNCIL MEMBERS-  
NOYES:          COUNCIL MEMBERS-  
ABSTAIN:       COUNCIL MEMBERS-  
ABSENT:        COUNCIL MEMBERS-

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON