

**REGULAR MEETING AGENDA
CITY COUNCIL OF THE CITY OF COMPTON**

TUESDAY – APRIL 21, 2021 5:30 P.M.

**TELECONFERENCE MEETING AUTHORIZED BY STATE OF CALIFORNIA
EXECUTIVE ORDERS N-25-20 AND N-29-20 VIA ZOOM COMMUNICATIONS**

COVID-19 NOTICE

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20 and the Los Angeles County Health Officer's "Safer at Home Order for Control of COVID-19" the City Council will participate in the meeting through teleconference. Public participation in the meeting will be facilitated through the electronic methods as described below.

Agenda Materials:

The agenda and agenda packet related to items on this agenda are available for public inspection at www.comptoncity.org.

Public Observation and Participation:

Members of the public may provide public comments through the follow method:

Teleconference Participation: You may provide audio public comments by connecting to the teleconference meeting online or by telephone/mobile call (please select only one method). Public speakers will be queued to provide comments at the appropriate time on the agenda. You must be available to provide comments at the time you are called upon to speak. If you are not planning on providing public comments we encourage you to observe the meeting via livestream at www.comptoncity.org or on Government Channel 36 to allow staff to more effectively manage the number of teleconference connections.

Compton Zoom meeting online line:

<https://us02web.zoom.us/j/81341915993?pwd=bWtUMDRwR2FGUFlxRW8xeHJzT0lJdz09>

Compton Zoom meeting call-in telephone number:1-669-900-6833

Compton Zoom ID:813 4191 5993

Compton Zoom Passcode: 214122

Americans with Disabilities Act (ADA) Accommodations:

Any person with a disability who requires accommodation in order to participate in a meeting should contact of the Office of the City Clerk at (310) 605-5530 to request accommodation. The City will use its best efforts to provide reasonable accommodations related to the teleconference meeting.

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

(Zoom is only for Public Comments)

<https://us02web.zoom.us/j/81341915993?pwd=bWtjMDRwR2FGUFlxRW8xeHJzT0lJdz09>

Meeting ID: 813 4191 5993
Passcode: 214122
Call In: 1-669-900-6833

**COMPTON CITY COUNCIL
AGENDA
04/21/2021
5:30 PM**

HEARING

**5:35 P.M. - PUBLIC HEARING - GENERAL PLAN AMENDMENT NO. 2020-002
AND ZONE TEXT AMENDMENT CASE NO. 2021-001**

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION PRESENTATION - DMV/DONATE LIFE CALIFORNIA MONTH
APRIL 2021 (Councilperson Tana McCoy)

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

APRIL 6, 2021

CITY ATTORNEY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2020-2021, 2021-2022 AND 2022-2023

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE MONTH OF APRIL AS EARTHQUAKE PREPAREDNESS MONTH

HUMAN RESOURCES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR ESI EMPLOYEE ASSISTANCE GROUP (\$7,521.58)

PUBLIC WORKS DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO FORWARD THINKING, LLC. FOR A GLOBAL POSITIONING SYSTEM SOFTWARE MONITORING AND SERVICE AGREEMENT (\$24,420)

REGULAR AGENDA

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE LEASE AGREEMENT WITH ENTRENOUS YOUTH EMPOWERMENT SERVICES, INC. TO AUTHORIZE TENANT ALTERATIONS TO CITY-OWED PROPERTY LOCATED AT THE OLD DOLLARHID CENTER AT 1108 NORTH OLEANDER AVENUE AND ACCEPT SAID ALTERATIONS AND IMPROVEMENTS AS A GIFT TO THE CITY

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SB 796 (BRADFORD) RETURNING "BRUCE'S BEACH" TO THE DESCENDANTS OF ITS 1912 PURCHASERS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/27/2021 @ 5:30 PM

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

APRIL 6, 2021

The Compton City Council Closed Session meeting was called to order at 4:48 p.m. by Mayor Aja Brown. The Council Members participated in the meeting through Zoom teleconference due to the existence of the coronavirus pandemic.

ROLL CALL

Council Members Present – M. Chambers, I. Galvan, T. McCoy, A. Brown

Council Members Absent – E. Sharif (*Joined the meeting during closed session*)

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

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CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION American Federation of State County and Municipal Employees Local 3947 v. City of Compton (PERB Case No. LA-CE-1469-M) Pursuant to California Government Code Section 54956.9 PUBLIC EMPLOYMENT Title: City Manager Pursuant to California Government Code Section 54957

PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY

Robert Ray urged the City Council to vote ‘No’ on agenda item Number 10. Mr. Ray spoke against a raise for the City Manager and further expressed his opinion that the new administration should decide whether or not to extend the City Manager’s contract after the election.

City Attorney Damon Brown requested a closed session for a conference with legal counsel regarding existing litigation - American Federation of State County and Municipal Employees Local 3947 v. City of Compton (PERB Case No. LA-CE-1469-M) Pursuant to California Government Code Section 54956.9 and PUBLIC EMPLOYMENT Title: City Manager Pursuant to California Government Code Section 54957.

On motion by Chambers, seconded by McCoy, the City Council recess to closed session at 4:51 p.m. by the following vote on roll call:

YES: Council Members – Chambers, Galvan, McCoy, Brown

NOES: Council Members – None

ABSENT: Council Members – Sharif

RECONVENE TO OPEN SESSION

On motion by McCoy, seconded by Chambers, the City Council meeting reconvened at 6:32 p.m. by the following vote on roll call:

Councilmembers Present: Chambers, McCoy, Sharif, Brown

Councilmembers Absent: Galvan

REPORT OUT OF COSED SESSION

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray addressed agenda item Number 10 (City Manager's employment agreement), and urged the City Council to vote 'No' on the item. Mr. Ray raised concerns regarding the maintenance of the City's fire hydrants, asserting that during a fire which took place two months ago, the Fire Department complained of low or inadequate water pressure. He asserted that all 5 water companies operating in the City should be required to test the fire hydrants or require the Fire Department to perform this task. Mr. Ray concluded by urging all voters to return their voted ballots to the Los Angeles County Registrar of Voters and further commented that if voters did not receive their ballot or have any issues or concerns regarding the election to contact the Registrar at 800-815-2666.

Aaron Vorhees addressed agenda item Number 10 (City Manager's employment agreement) and questioned why the need for such an extension of the City Manager's contract at this time. Mr. Vorhees indicated that his area has had serious issues responding to the need for cleaning up the alley near his residence. Mr. Vorhees further suggested that the City Manager provide a solution to the ongoing problem of keeping the alley ways around his neighborhood as well as the entire City, clean and free of debris. Mr. Vorhees asserted that the new leadership should be allowed to make the decision relative to the City Manager's contract extension.

Adolpho Varas, Executive Director - Latino Chamber of Commerce, spoke in opposition to a raise for the City Manager. Mr. Varas urged the City Council to develop a plan to re-establish the Parks and Recreation Department. Mr. Varas invited the community to attend the 'Healing of Our Community' event sponsored by the Latino Chamber, Councilmember McCoy and So Cal Gas, Inner City Child Development and Youth Foundation and other community partners to provide a Food Giveaway at the Compton Airport. Mr. Varas announced and he and Maria Villarreal were presented with the Presidential Lifetime Achievement Award from the President of the United States for their work in providing assistance and resources to the Compton community and the surrounding sister cities.

Richard Earl, President - Concerned Citizens of Compton, referenced a letter from the organization regarding various concerns of the citizens of the Compton community and further requested that the City Council address these serious concerns. Mr. Earl spoke in opposition to agenda item Number 10 (City Manager's employment agreement), asserting that the City must first address the rising crime, illegal dumping and provide a plan to clean and properly maintain the City. Mr. Earl also raised concerns regarding the lack of Measure P Commission meetings, and emphasized that the community members and stakeholders must be informed regarding the City's finances.

Mel Bailey, II, serves as HOA President in District 2, commended and thanked Mr. Anthony Ward of Code Enforcement for his exemplary service by addressing concerns and taking action to resolve his situation. Mr. Bailey raised concerns regarding Liberty Water's service and further asserted that he attempted to contact his District 2 Councilperson to no avail. Mr. Bailey requested that the City encourage his Councilperson to respond to his constituents' request for assistance.

Councilmember Galvan responded that he is available any time day or night to discuss any issue or concerns of the residents and provided his telephone number for the community.

Cheryl Brenom raised concerns regarding agenda item Number 10 (City Manager's employment agreement) and indicated that given the financial status of the City, this agenda item should not be approved. Ms. Brenom asserted that with the pandemic the homeless crisis and many residents out of work, this is not the right time to approve any pay raises.

Barbara Calhoun, former City Councilmember, read a statement into the record as follows:

"It is being formulated in the community that the City Clerk does nothing at the Council meetings and that she needs to speak up. I would like to say to those that feel this way. The City Clerk is responsible for assisting the Chair run the meetings. The City Clerk announces the items on the agenda for discussion. The City Clerk calls for the vote and keeps track of the time clock. The Charter states that the City Clerk is to attend all meetings and record the vote. The City Clerk has no part in discussions, unless the item is pertaining to the office of the City Clerk or if the City Council has a question. Example, when the ordinance regarding the mayor pro tem was discussed,

a question was directed to the City Clerk regarding the procedure of adopting an ordinance. The City Clerk explained the procedure and stated that the ordinance could move forward as presented. Despite the City Clerk's explanation, the City Council still pulled the item to bring it back at a future meeting. Another example, the City Clerk is responsible for submitting the departments' budget to the City Manager, upon submitting the budget it is then presented to the City Council at a public hearing. During that hearing the City Council can decide to accept the budget as presented or can amend the presented budget. Citizens can you remember for several years the City Clerk presented presentations before the City Council suggesting all-mail elections as a way to save cost on elections. This was rejected several times. The City Clerk also suggested changing the City's elections to align with the Presidential elections in order to save money, the public was upset because it would give certain elected officials an additional year on their term. Once again the City Clerk's voice and recommendations were silenced by the will of the Council.

As it relates to election responsibilities, the City Clerk is responsible for the nomination process where candidates go in to pull their paperwork to run for office, they are given a nomination packet that explains in detail the process to run for elected office. The candidates pay the necessary fees at the treasurer's office and are given a receipt. The City Charter does not authorize the City Clerk to investigate where a person lives. The Charter says that you have to live in the city for 30 days before running for office. When I ran for office it was determined by my voter registration that I lived where I said I lived. Citizens, if you want the City Clerk to be required to investigate if a person really lives in the City, then ask for that to be placed in the City Charter. We shouldn't be upset when the City Clerk is doing her job in accordance with the City Charter."

Luis Schmidt, Local 3947, commented on the importance of trying to find ways to re-open recreation facilities and services for the community. Mr. Schmidt urged the City Council to prioritize community recreation in the upcoming budget cycle and direct the City Manager to look for ways to make recreation services available to the public.

CONSENT AGENDA

APPROVAL OF MINUTES

1. MARCH 16, 2021 (*Approved*)
MARCH 23, 2021 (*Approved*)

CITY MANAGER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SB 576 (ARCHULETA) CARD ROOM MORATORIUM (*Approved Resolution Number 25,438*)

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE WILMINGTON AVENUE SAFE STREET PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT (CIP# 15-01A) AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$54,865.91) (*Approved Resolution Number 25,439*)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE COMPLETION OF THE GRIND & OVERLAY PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$135,686.70) (*Approved Resolution Number 25,440*)

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

5. A REQUEST TO SCHEDULE A PUBLIC HEARING FOR GENERAL PLAN AMENDMENT NO. 2020-002 AND ZONE TEXT AMENDMENT CASE NO. 2021-001 (April 21, 2021 at 5:35 p.m.)

On motion by Chambers, seconded by McCoy, the public hearing for General Plan Amendment Number 2020-002 and Zone Text Amendment Case Number 2021-001 was scheduled for **April 21, 2021 at 5:35 p.m.** by the following vote on roll call:

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

6. POWER POINT PRESENTATION - FRAUD HOTLINE - Sharon Rahban Navizabeh, City Controller (*Presentation re-scheduled*)

7. EMPLOYEE RECOGNITION - Lonnie Davis, Code Enforcement Officer

City Manager Craig Cornwell commented that he received an email from a Compton resident who indicated that she spoke with Officer Lonnie Davis of Code Enforcement to report illegally parked vehicles. Officer Davis indicated that he would address her concerns and he immediately dispatched officers to her location within five minutes. The residents thanked and commended Officer Davis and the Code Enforcement Division for their prompt and courteous service. City Manager Cornwell further commended the Code Enforcement Division for catching an illegal dumping violator in the act, who was issued a violation citation, adding that the violator also immediately cleaned up the illegally dumped debris.

8. ORAL REPORT - Arson Fire Unit Update, R. Simpson, Fire Chief

Compton Fire Chief Ronerick Simpson commended the Compton Fire Department's Arson Team for their exemplary work and exceeding all expectations. Chief Simpson indicated that the Arson Team has recently made an arrest of the suspect that started two fires at Our Lady of Victory Church, and further added that four arrests have been made thus far in 2021.

9. ORAL REPORTS - FIRE UPDATE - Alameda/Rosecrans R. Simpson, Fire Chief D. Bennett, Water Department D. Timmons, Public Works- Maintenance

Fire Chief Simpson further reported that on March 31, 2021, there was a tree fire on Alameda and Rosecrans. Upon arrival, the Fire Department discovered that the tree fire had expanded into the pallet yard which resulted in a six-alarm fire which included 7 ladder trucks, 4 battalion Chiefs, 18 fire engines, 3 paramedic units and the Arson Investigators. The extent of the fire was massive; however, the team was able to contain the fire to the pallet yard extension, although 9 unattached garages were burned along with some minor damages to a few homes. The Team was able to contain the fire to the pallet yard. Chief Simpson explained that in combating fires, the fire personnel work in partnership with the Water Department, wherein, firefighters attach hoses to the valves of the hydrants. Fire personnel then open a valve that allows water to flow through the hydrant into the hoses. This water is pumped through hoses to the fire truck, where it is pressurized to supply water to fire hoses. Chief Simpson further explained that when fire personnel state that they "need more pressure," they are referring to an increase of water pressure on the throttle for water relayed to the fire engines.

Chief Simpson noted that the Fire Department works in conjunction with the Water Department and inspecting the treading on the fire hydrants and turning, adjusting and maintaining the valves for maximum efficiency. Regular inspection of the hydrants also ensures that there is no

vegetation growing around the hydrants. Chief Simpson concluded that the Arson Team has interviewed several persons of interest and added that the fire is currently under investigation.

Chief Simpson also thanked the Compton Sheriff's Detective Bureau for their assistance with the Arson Team to arrest, charge and convict individuals starting fires around the City.

David Bennett, Water Department, reported that once the Water Department team arrives on the scene of a fire, their immediate job is to ensure that the fire department has an operating hydrant with good valves and stems, good threads on the hose the hydrants covers and the ability to remove the caps that cover the valves, as well as clear access to the hydrants. Water Department personnel make certain that the hydrants are emitting sufficient water pressure to the fire engines to battle the fires.

Mr. Bennett indicated that Water personnel monitor the situation to ensure that the water pressure is increased should the Fire Captain call for additional water pressure. A Pump Operator is on stand-by to activate additional water wells if required by the Fire Department. There are approximately 1,400 hydrants in the City of Compton which are maintained and inspected by the Water Department as well as the Fire Department.

City Manager Craig Cornwell acknowledged and commended Ms. Veronica Garcia from the American Red Cross for her service to the Compton community.

Damien Timmons, Public Works, reported that the Public Works Department is responsible for providing public safety with traffic control and direct individuals away from the affected location. The Public Works Department also coordinates with Southern California Edison to remove fire-related debris from utility poles and restore power after the fire is fully extinguished.

Mayor Brown thanked Chief Simpson for his updates relative to the on-going investigations, and further thanked the entire Fire Department for their dedication and service to the Compton community.

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL EXTENDING THE CONTRACT TERM AND OTHER PROVISIONS (*No action taken— item will be placed on future agenda*)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ELK GROVE AUTO GROUP, WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PROCUREMENT OF FLEET VEHICLES (\$619,331.77)

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

City Manager Cornwell highlighted that the City plans to purchase 21 vehicles for the amount of 619,331.00. Funds from the Fiscal Year 2020-2021 Equipment Rental Fund balance will be utilized for this expenditure.

Resolution Number 25,442 entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ELK GROVE AUTO GROUP, WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PROCUREMENT OF FLEET VEHICLES' was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT WITH THE LANDSPIRE GROUP LLC TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD FOR DEVELOPMENT OF SEVENTY (70) MULTI-FAMILY HOUSING UNITS

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

Michael Antwine, Assistant City Manager, commented that the City entered into an Exclusive Negotiation Agreement (ENA) with LandSpire Group for the sale of the property located at 1434 W. Compton Blvd in September 2020. Since entering into the ENA, the Purchaser and the Housing Successor have worked diligently on various due diligence and negotiation matters related to the proposed development. However, in light of the current economic recession caused by the Covid-19 pandemic, coupled with the complex development and entitlement issues associated with the proposed development, both the Housing Successor and the Purchaser mutually agree that it is necessary to amend the term of the ENA to extend the term of the negotiation period for at least an additional five (5) month period through August 31, 2021. This additional time will allow both parties to finalize the terms, conditions and disposition and development of the Property.

Resolution Number 25,441 entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AMENDMENT NO. 1 TO THE EXCLUSIVE NEGOTIATING AGREEMENT WITH THE LANDSPIRE GROUP LLC TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN HOUSING SUCCESSOR AGENCY-OWNED PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD FOR DEVELOPMENT OF SEVENTY (70) MULTI-FAMILY HOUSING UNITS’ was adopted by the following vote on roll call:

AYES: Council Members – Chambers, McCoy, Sharif, Brown

NOES: Council Members – None

ABSENT: Council Members – Galvan

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Announced that Greater Zion Church Family is sponsoring a Pop-up Covid-19 vaccination clinic on April 11, 2021 from 9:00 a.m. to 6:00 p.m. and encouraged residents to stop by for vaccinations.
- Invited the residents to be tested for the coronavirus at Gonzales Park or at Burrell MacDonald park— offering drive thru testing.
- Provided the following communication addressing a mailer sent to residents containing the dissemination of misinformation to the community:
“Dear Ms. Boone, Please take notice that I represent Mrs. Michelle Chambers in a possible defamation lawsuit against you. Cal. Civ. Code Section 45. You recently produced a flyer titled “ALITA GODWIN HAS 38 YEARS OF PROVEN ABUSES AND FAILURES” and circulated it to the public via U.S. Mail. In paragraph 3 & 5 of that flyer, you stated that my client Mrs. Chambers was a resident of Inglewood California, implying that she committed fraud on the citizens of Compton. In fact, in Paragraph 5 you stated that Mrs. Chambers was in office illegally. Your written statement constitutes defamation in its highest form. You accused my client in writing of committing a crime. Therefore, damages are presumed.

Ms. Boone, as you are aware this matter was litigated in court over two years ago. In fact, you were in the audience of the courtroom at the time of the hearing. The court ruled in my client's favor. Therefore, it is clear that you are making these accusations knowing them to be false. As such, you are liable for all damage caused to my client by your statements, including attorney's fees and cost. We are demanding that you cease and desist from sending, disbursing, or participating in the dissimulation of any defamatory statements about my client both orally and/or in writing. We are also demanding that you send out a retraction of your defamatory statements via US Mail, which is the same method that you sent out your libel statements. If you do not adhere to these demands within 10 days, I am authorized to proceed with a lawsuit against you, seeking all damages available under California law including punitive damages which is 10 times the amount of damages awarded. If you have any questions or concerns, please do not hesitate to contact me or have your attorney contact me. My information is listed in the footer of this document. Emanuel Thomas, Esq."

Councilmember McCoy offered the following communications/announcements:

- Announced that she will be co-hosting a Covid-19 vaccination clinic with Assemblyman Mike Gipson, along with Councilpersons Chambers and Sharif and City Clerk Alita Godwin at the Crystal Casino, 123 E. Artesia Blvd., Compton on April 9, 2021.
- Reminded the community that Burrell MacDonald Park is a drive-thru Covid-19 testing location and the hours of operation are 10:00 a.m. to 6:00 p.m., 7 days a week—register at: cacovidtesting.com or call: 562-424-0038.
- Announced that the Walker Family foundation is hosting a Spring Food Giveaway on April 10, 2021 from 12 noon to 2:00 p.m. in the south parking lot of Burrell MacDonald Park.
- Commented on the many kind words and notes of condolences she received on the loss of her dear father, Steve McCoy, and expressed her gratitude to the wonderful community members of the entire City of Compton Family.
- Requested that the meeting be adjourned in memory of **Cecil Carter** and **James Craig Jr.**

Councilmember Sharif offered the following communications/announcements:

- Requested an update on the strategy to re-open the City's parks and other recreational sites.

City Manager Cornwell informed the Council and community that the City is currently developing a plan to re-open the parks and recreational sites in a safe manner. Mr. Cornwell indicated that the City anticipates the re-opening process will be done in phases to protect against the coronavirus.

Mayor Brown offered the following communications/announcements:

- **Mayor Brown** announced that Governor Gavin Newsom has revealed a plan to fully re-open the State of California by June 15, 2021. A double variant of the coronavirus has been detected in the State, therefore, we must all remain vigilant to continue to take all the necessary precautions to stop the spread of the deadly virus. Ms. Brown encouraged residents to visit myturn.ca.gov or call 833-540-0473 to receive information regarding the vaccination to protect against the deadly virus and to also visit the City's website at: www.comptoncity.org to access the Resource Guide for assistance.
- **Mayor Brown** informed the residents that the deadline to file 2020 tax returns has been extended to May 17, 2021. Mayor Brown further noted that testing for Covid-19 is currently available at Gonzales Park, 1101 W. Cressey Street, and drive-thru testing at Burrell MacDonald Park, 2516 E. Alondra Blvd. Compton. Appointments can be scheduled by visiting: LHI.CARE/COVIDTESTING, or by calling: (888) 634-1123.

Mayor Brown encouraged residents to visit myturn.ca.gov to receive information regarding the vaccination to protect against the deadly virus.

- **Mayor Brown** indicated that there has been a considerable amount of misinformation disseminated throughout the Compton community relative to the City's finances and the various candidates and encouraged the residents to thoroughly research the candidates for the upcoming election. Mayor Brown further encouraged the residents to visit the City's website to obtain financial documents regarding the annual budget as well as accurate information regarding the City's finances.
- **Mayor Brown** requested that the meeting be adjourned in memory of **Blanch Mae Christian**.

ADJOURNMENT

On motion by McCoy seconded by Sharif, the meeting was adjourned at 8:03 p.m. by the following vote on roll call:

AYES: **Council Members – McCoy, Sharif, Brown**

NOES: **Council Members – None**

ABSENT: **Council Members – Galvan, Chambers**

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

April 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL
SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2020-2021,
2021-2022 AND 2022-2023**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into Legal Services Retainer Agreements with the law firms of Douglas/Hicks Law, APC; Alvarez-Glasman & Colvin; and, DRWELCH, Attorneys at Law to assist the City Attorney's Office by providing specified and "as-needed" legal services and advice during Fiscal Years 2020-2021, 2021-2022, and 2022-2023.

BACKGROUND

The Compton City Charter, Section 702, authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City. Historically, the City of Compton has retained the services of various outside law firms to assist the Office of the City Attorney with specific complex matters and in specialized areas of the law.

STATEMENT OF THE ISSUE

The City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters; land use and environmental; municipal code enforcement related to commercial cannabis, public nuisance and gang injunctions; administrative and municipal hearings; litigation; housing development transactions; and municipal advice letters.

The attached resolution, if adopted, would authorize the as-needed services of the following law firms: Douglas/Hicks Law, APC; Alvarez-Glasman & Colvin; and DRWELCH, Attorneys at Law. Staff acknowledges that the aforementioned law firms have the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice.

FINANCIAL IMPACT

Compensation paid to these law firms for services rendered during the term of the agreements shall be limited to a not-to-exceed hourly rate of \$375.00. Funds to pay outside legal services are available in the 2020-2021 Fiscal Year Budget of the City Attorney's Office and will be used on an "as-needed" basis. Appropriations will be made in the 2021-2022 and 2022-2023 Fiscal Year Budgets for these services.

Expenditures for these services for all law firms listed herein shall be paid from the budgeted fund Account Nos. 1001-420-000-4261 and 6400-420-000-4261, as long as there is sufficient budget to cover the costs.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DAMON M. BROWN
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES
RETAINER AGREEMENTS FOR FISCAL YEARS 2020-2021, 2021-2022
AND 2022-2023**

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to contract with outside attorneys to assist the City Attorney with professional legal services including ongoing legal advice and in the handling of various complex legal matters of the City; and

WHEREAS, historically, the City of Compton has retained the services of various law firms to assist the Office of the City Attorney with specific cases and in specialized areas of the law; and

WHEREAS, the City has identified the need to secure expert transactional, advisory and litigation support services to assist the City and the Office of the City Attorney on an “as-needed” basis with specialized projects such as City Attorney's Office conflict of interest matters; land use and environmental; municipal code enforcement related to commercial cannabis, public nuisance and gang injunctions; administrative and municipal hearings; litigation; housing development transactions; and municipal advice letters; and

WHEREAS, the Office of the City Attorney acknowledges that the following law firms possess the special skills and experience necessary to do and perform the services in accordance with the best standards of professional practice: Douglas/Hicks Law, APC; Alvarez-Glasman & Colvin; and DRWELCH, Attorneys at Law.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
RESOLVES AS FOLLOWS:**

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into Legal Services Retainer Agreements with the law firms of Douglas/Hicks Law, APC; Alvarez-Glasman & Colvin; and, DRWELCH, Attorneys at Law to assist the City Attorney's Office by providing specified and “as-needed” legal services and advice during Fiscal Years 2020-2021, 2021-2022, and 2022-2023.

Section 2. That expenditures for these services for all law firms listed herein shall be paid from the budgeted fund Account Nos. 1001-420-000-4261 and 6400-420-000-4261, as long as there is sufficient budget to cover the costs.

Section 3. That the hourly rates shall not exceed \$375.00 an hour.

Section 4. That a duly certified copy of this Resolution shall be delivered to the Offices of City Manager, City Attorney, City Controller and City Clerk.

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

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

That said Resolution 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

March 21, 2021

VIA EMAIL
dbrown@comptoncity.org

Damon Brown, City Attorney
Office of City Attorney
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220-3134

Re: Agreement for Special Counsel Services

Dear Mr. Brown:

Thank you for retaining the law firm of Alvarez-Glasman & Colvin, Senior Partner Vincent C. Ewing, as Special Counsel (“AGC” or “us” or the “firm”), to represent the City of Compton, a municipal corporation under the laws of the State of California (referred to herein as the “City” or “you” or “your”). This professional services agreement (Agreement) is entered into on March __, 2021, between the City and AGC.

Engagement:

Our goal is to provide you with the highest quality legal services in a cost-effective manner to help you reach your objectives. Our firm’s policy and the California Business & Professions Code require that we have a written agreement with our clients setting forth the arrangements upon which we perform legal services. This letter will confirm the terms under which you have retained us.

The terms of engagement confirmed in this letter will also apply to any additional matters we handle on your behalf, or at your direction, or for entities owned or controlled by you. In those instances, both you and those entities will be jointly and severally responsible for payment of our bills. The terms of this engagement letter shall be retroactive to the first date we performed work on any and all matters for which we are now being engaged.

Roles of Attorney and Client:

Our responsibilities under this Agreement are to provide legal counsel and assistance to you in accordance with this Agreement, and to provide statements to you that clearly state the basis for our fees and charges.

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be construed as promises or guaranties.

Damon Brown, City Attorney
City of Compton
Re: Agreement for Special Counsel Services
March 21, 2021
Page 2 of 6

In the course of our relationship, we ask that you be clear and complete in your communications with us and cooperate with us to enable us to provide you with the legal services you seek. We want you to keep us informed of developments related to this representation.

You have the right to terminate our services at any time without limitation. We may withdraw with or without your consent if we determine in our sole discretion we need to do so. Upon termination or withdrawal, you agree to sign substitution-of-attorney forms or other documents that may be necessary to confirm the conclusion of our relationship, and you will pay our fees and charges incurred on your behalf up to the date of termination or withdrawal.

At the end of the matter, or any earlier time as the attorney-client relationship is terminated for any reason, you shall be entitled, at your request, to our files relating to any and all matters. In such event, we shall have the right to make and retain copies of the files, at your expense.

No Calendaring or Collections:

If any matters involve litigation, we will be responsible for monitoring and complying with any deadlines imposed by the courts in which the litigation is pending. With respect to any agreements as to which you are or may in the future be a party, including agreements resulting from the settlement of any litigation, the firm will not be responsible for monitoring or complying with any deadlines related to the giving of notice, the exercising of rights (e.g., options) or the making of other decisions within certain time periods (e.g., exercising any audit rights, granting an approval or consent, filing UCC Continuation Statements, filing or replying to legal claims), even if an agreement provides that the firm or any attorneys of the firm are to receive a copy of any notice given to you under the agreement, unless the firm has expressly agreed in writing to monitor the deadline for you as Special Legal Services (also described as Extraordinary Services in Table 1), which are described in detail in Table 1 of the firm's proposal attached as Exhibit "A" and by this reference incorporated. Further, you understand and agree that the firm is not responsible for collecting monies due to you under any agreements entered into by you, unless the firm has expressly agreed in writing to do so as Special Legal Services.

Billing and Fees:

I will be primarily responsible for representing you as Special Counsel. My current hourly rate for Special Counsel legal services is \$375. City will pay AGC at a rate of \$375.00 per hour per month for Special Counsel legal services.

AGC will bill you for our services monthly and you agree to pay statements within thirty (30) days of submission. In the event that any payment is not made when due, AGC shall have the option to assess interest on the unpaid balance at the rate of one percent (1%) per month or the maximum amount allowed by law, whichever is lower. We believe that our billing procedures are simple and clear. However, we encourage you to ask any questions regarding our statements as soon as you receive them.

Damon Brown, City Attorney
City of Compton
Re: Agreement for Special Counsel Services
March 21, 2021
Page 3 of 6

You understand that it is impossible to determine in advance the amount of fees or costs needed to complete any and all matters contemplated by this Agreement. Our fees are computed on an hourly basis in accordance with standard rates assigned to each attorney and paralegal assistant. Billings will be reflected in one tenth of an hour. Other attorneys and paralegals may also perform services, at my discretion, and you will be charged for their services at their standard rates as follows: attorneys at \$275 per hour; paralegals at \$125 per hour. Our hourly rates are subject to change, and the applicable rates will be those in effect at the time the services are performed. We review our rates annually and changes, if any, normally become effective on January 1 of each year. We will provide you with information regarding our current hourly rates at your request at any time. Our monthly statements will set forth the hourly rate, time and work performed by each attorney and paralegal working on your matter.

In addition to fees for services, we will bill you monthly for costs and expenses incurred on your behalf and for certain in-house administrative services. City shall reimburse AGC for travel costs (e.g., air, ground, parking, lodging). City shall reimburse AGC mileage at the 2021 IRS reimbursement rate. Expenses such as court filing fees, filing fees of other government agencies, corporate name, trademark and tradename searches, fees and expenses of accountants or experts retained on your behalf, and charges for transcripts, depositions, long-distance telephone, reproduction of documents when done by an outside service, computerized legal research, in the service of the City will be billed at the actual costs incurred by us; we will normally ask that any such item in excess of \$100 be paid directly. Such expenses are set forth in Exhibit "A" and incorporated proposal. Expenses such as reproduction of litigation documents in our office and mileage in the service of the City will be charged at our standard rates in effect at the time the expense is incurred. A list of our current charges for these services is attached, and an itemization will be provided to you upon request at any time.

In certain circumstances, a court may order payment of costs or attorneys' fees by one party to the other. If any such fees or costs are paid to us, they will be credited against the amount you owe us, but you will remain liable for any unpaid portion of our bills. If the court awards fees or costs against you in favor of the opposing party, you will be responsible for payment of that amount separately from and in addition to any amounts due us. In this or any future matters in which we represent you, it is agreed that we shall have a lien upon any judgment, settlement or any other payment in your favor for any unpaid fees or costs due under this Agreement. We advise you to consult with independent counsel before agreeing to this term.

Responding to Subpoenas and Other Requests for Information:

If we are required to respond to a subpoena of our records relating to services we have performed for you, or to testify by deposition or otherwise concerning such services, we will first consult with you as to whether you wish to supply the information demanded or assert your attorney-client privilege. You agree to reimburse us for our time and expenses incurred in responding to any such demand, including, but not limited to, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

Damon Brown, City Attorney
City of Compton
Re: Agreement for Special Counsel Services
March 21, 2021
Page 4 of 6

Arbitration:

We appreciate the opportunity to serve as your attorneys and look forward to a harmonious relationship free of disputes between us. In the event you become dissatisfied for any reason with the fees charged or the services we have performed, we encourage you to bring that to our attention immediately; we will do the same if we perceive a problem with the representation. It is our belief that most such problems can be resolved by a good faith discussion between the parties. Nevertheless, it is always possible that some dispute may arise which cannot be resolved by discussion between us. We believe that such disputes can be resolved more expeditiously and with less expense to all concerned by binding arbitration than by court action.

Arbitration is a process by which both parties to a dispute agree to submit the matter to a judge or arbitrator who has expertise in the area and to abide by the arbitrator's decision. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review. Rules of evidence and procedure are often less formal than in a court trial. Arbitration usually results in a decision much more quickly than proceedings in court, and the attorneys' fees and costs incurred by both sides are usually substantially less.

By signing this Agreement, you agree that, in the event of any dispute arising out of or relating to this Agreement, our relationship, or the services performed (including but not limited to disputes regarding attorneys' fees or costs and those alleging negligence, breach of fiduciary duty, fraud or any claim based upon a statute), such dispute shall be resolved by submission to binding arbitration in Sacramento County, California before a retired judge or justice under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"), with each party to bear its fees and costs of arbitration. If the parties are unable to agree on an arbitrator, the arbitrator will be determined pursuant to JAMS' normal procedures then in effect. If California law then provides that you cannot agree to mandatory binding arbitration of disputes regarding fees and costs prior to the dispute, that dispute, and only that dispute, will be submitted to non-binding arbitration and trial de novo as may be required by law.

In any such arbitration, the parties shall be entitled to take discovery in accordance with the provisions of the California Code of Civil Procedure, but either party may request that the arbitrator limit the amount or scope of such discovery, and in determining whether to do so, the arbitrator shall balance the need for the discovery against the parties' mutual desire to resolve disputes expeditiously and inexpensively.

The prevailing party in any action, arbitration, or proceeding arising out of or to enforce any provision of this Agreement, with the exception of fee arbitration or mediation under Business and Professions Code Sections 6200-6206, will be awarded reasonable attorneys' fees and costs incurred in that action, arbitration, or proceeding, or in the enforcement of any judgment or award rendered.

Damon Brown, City Attorney
City of Compton
Re: Agreement for Special Counsel Services
March 21, 2021
Page 5 of 6

Terms and Conditions Incorporated by Reference:

The following Terms and Conditions are attached and incorporated herein by reference: Exhibit A

Confirmation of Agreement:

Please confirm your agreement to the terms of this Agreement by obtaining the requisite signatures on this letter and returning it to us.

We will endeavor to represent you promptly and efficiently, and we hope for a long and mutually satisfactory relationship.

Very truly yours,

ALVAREZ-GLASMAN & COLVIN

By: _____
Arnold M. Alvarez-Glasman
Managing Partner

By: _____
Vincent C. Ewing
Senior Partner

95-3994507
Federal Tax I.D. Number

APPROVED, ACCEPTED AND AGREED TO

this ____ day of March 2021

CITY OF COMPTON

By: _____
Damon Brown, City of Compton City Attorney*
*An Authorized Signatory

VCE/st

EXHIBIT A

To help you understand your bills, listed below are typical cost items charged by AGC. You are charged the actual cost for costs incurred on your behalf to third parties.

Messenger Service	\$5.00 for one of our employees to deliver an item outside of our office in the immediate City of Industry area. Actual charges of a commercial messenger service outside the immediate City of Industry area.
Parking	Actual parking charges.
Mileage	Charged at the standard mileage rate published by the IRS in effect when the miles are driven.
Litigation Photocopying	\$0.20 per page.
Telephone Expense	No charge for a single telephone call below \$2.00. On each call above \$2.00, charges are based on the published tariff FCC rate table, not necessarily reflecting any negotiated term or volume discounts that may be obtained by AGC.

DOUGLAS / HICKS LAW, APC

CARL E. DOUGLAS, Esq.
JAMON R. HICKS, Esq.
AJA M. MANN, Esq.
BIANCA V. PEREZ, Esq.

5120 W. GOLDLEAF CIRCLE, SUITE 140
LOS ANGELES, CALIFORNIA 90056
PHONE: (323) 655-6505
FAX: (323) 927-1941
EMAIL: carl@douglashickslaw.com
jamon@douglashickslaw.com

CONTINGENCY FEE RETAINER AGREEMENT

THIS IS AN AGREEMENT between CITY OF COMPTON, referred to as "Client," and DOUGLAS / HICKS LAW, APC and referred to as "Attorneys."

1. Matter Covered

Client retains Attorneys to represent Client in connection with a claim for damages, injury or loss against such persons who may be liable therefore, arising out of the following accident or transaction: **BREACH OF CONTRACT AGAINST THE COUNTY OF LOS ANGELES.**

Initials: _____ / _____

2. Services to be Performed by Attorneys

Attorneys agree to perform the legal services reasonably required to prosecute Client's claim to settlement or judgment in a trial court; and if the judgment is in Client's favor to oppose any motion for new trial or judgment notwithstanding the verdict.

Initials: _____ / _____

(a) No other services are covered by this Agreement; thus, if the judgment is unsatisfactory to Client, Attorneys shall not be obligated to render services in connection with a motion for new trial; nor shall Attorneys be obligated to render services on appeal or in proceedings to enforce the judgment. (If no verdict is reached after a trial, Attorneys shall not be obligated without, prior written agreement, to render services in connection with a second trial.)

Initials: _____ / _____

(b) Attorneys are authorized to associate and employ other counsel to assist in representing Client, at Attorneys' own expense, and no additional expense to Client.

Initials: _____ / _____

3. Litigation Costs and Expenses

Client shall be liable for all costs and expenses incurred by Attorneys in connection with Client's claim.

Initials: _____ / _____

(a) Attorneys may advance any or all of such costs and expenses on Client's behalf, but Client agrees to reimburse Attorneys for all such costs within 30 days upon Attorneys' demand. Such reimbursement shall be made regardless of the status or outcome of the legal action on Client's claim, or the amount recovered.

Initials: _____ / _____

4. Fee to Attorneys

Client acknowledges that Client has been advised by Attorneys that they will significantly reduce their hourly rate since the City of Compton is a Public Entity. Attorneys will charge a rate of **\$350.00** per hour in addition to the contingency fee outlined below. Invoices to be billed every thirty (30) days.

Client acknowledges that Client has been advised by Attorneys that any contingency fee is negotiable and is not set by law.

Initials: _____ / _____

(a) Bearing such advice in mind, Client agrees that Attorneys shall be paid for legal services rendered in an amount equal to twenty-five percent (25%) of any gross settlement proceeds if the matter is resolved before a Complaint is filed. In the event that a Complaint is filed, Attorneys shall be paid for legal services rendered in an amount equal to thirty (30%) of the gross of any settlement proceeds or judgment, less any hourly fees paid by Client to Attorney prior to settlement or judgment.

Initials: ____/____

5. Costs and Expenses as Affecting Contingency Fee

Client's net recovery shall consist of the gross amount of the recovery less any outstanding costs advanced by Attorney on Client's behalf, and Attorneys' fees. Attorneys' fees shall consist of the applicable contingency fee applied to Client's gross recovery (less any fees billed to and paid by Client).

Initials: ____/____

(a) These costs include, but are not limited to, court filing fees, process servers' fees, court reporters' fees, expert witness fees (for consultation with Attorneys and appearances at motions, hearings, depositions, trial, or arbitration), arbitrators' fees, jury fees, messenger expenses, postage, telephone bills, travel costs, copying expenses, investigation expenses and the costs associated with developing trial or arbitration exhibits. Attorneys may advance any and all costs incurred by Client, at the Attorneys' sole discretion. If the Attorneys advanced costs, and to the extent such costs have not been reimbursed by Client to Attorneys, the amount will be deducted from the gross recovery, after any fee is deducted.

Initials: ____/____

(b) Apart from costs and reimbursement therefor as described elsewhere in this Agreement, Client agrees to pay at the conclusion of the case a separate non-refundable amount of \$100.00 per year for standard in-house clerical costs such as long-distance calls, internal photocopying and facsimile transmissions. This amount, which is due at time of recovery, shall be in addition to all other costs due Attorneys from Client as a result of the prosecution and/or settlement of the matter.

Initials: ____/____

(c) Apart from costs and reimbursements as described above, Client agrees to pay a separate non-refundable fee in the amount of \$0. This amount is a True Retainer, paid in consideration of the Attorneys' willingness to accept the case, which will be deemed by the Attorneys as earned when paid and will not be held in trust.

Initials: _____/_____

(d) If a settlement offer is tendered by the Defendants, and Attorneys believe in good faith that the settlement offer should be accepted, and communicate this belief to the Client, but the Client nonetheless does not accept the settlement offer, Attorneys may require Client: (1) to reimburse all costs already incurred; and (2) to advance the reasonable costs of trial and any other anticipated future litigation expenses. If Client dismisses Attorneys for any reason, including substitution of another Attorneys, Attorneys may require Client to reimburse immediately all costs already advanced.

Initials: _____/_____

6. Attorneys' Lien

Client hereby grants Attorneys a lien on Client's claim and any cause of action filed thereon to secure payment to Attorneys of all sums due under this Agreement for services rendered and costs advanced.

Initials: _____/_____

7. Withdrawal

In the event of an unresolved dispute between Client and Attorneys over Client's refusal to accept Attorneys' advice regarding case strategy and/or settlement of this case, Attorneys shall have the right upon providing adequate notice to:

- (a) Require the Client to sign a Substitution of Attorney form replacing Client (as his/her own Attorney) in place and stead of Attorneys, or;
- (b) In such event, should Client fail or refuse to sign a Substitution of Attorney form, to move the Court for and obtain permission to withdraw as Attorneys for Client.

Initials: _____/_____

Client agrees to permit Attorneys to withdraw from Client's case for any good cause. Good cause includes, but is not limited to:

- (1) Client's refusal to accept a reasonable settlement offer;
- (2) Client's refusal to advance costs as set forth above;
- (3) Client's failure to participate fully in discovery or trial preparation;
- (4) Client's refusal to follow Attorneys' advice; or
- (5) Investigation proving Client's case to be substantially without merit or of substantially lesser value than previously believed by Attorneys.

Initials: _____/_____

To the extent the law allows, this withdrawal may be effected by filing a Substitution of Attorney form, substituting the Client in as Client's own Attorney. In such event, should Client's fail or refuse to sign a Substitution of Attorney form, Attorneys may move the Court for and obtain permission to withdraw as Attorneys for Client.

Initials: _____/_____

8. Client understands and agrees that Attorneys employ various Attorneys in its offices who may work on Client's matter and who may appear in Court on behalf of Client. In addition, Client authorizes Attorneys to associate and employ other Attorneys to assist in representing Client, at Attorneys' own expense.

Initials: _____/_____

9. **Dismissal of Attorneys**

Should a Substitution of Attorneys be made without the consent of Attorneys, or should Client otherwise dismiss Attorneys, in addition to reimbursing all advanced costs, as set forth above, Client hereby grants to Attorneys a lien on the causes of action covered by this Agreement, in an amount based on Attorneys' usual and customary hourly charge (which for the Attorneys Carl E. Douglas is \$1,100.00 per hour, Jamon R. Hicks is \$750.00 per hour, for Aja M. Mann is \$500.00 per hour, and for Bianca Perez is \$250.00 per hour). These charges also are applicable if Client has contemporaneously hired other Attorneys to be working on Client's case. If a Defendant has made a settlement offer prior to the Substitution of Attorneys, which was requested by the Client, then Attorneys, at their discretion, may determine their lien based upon the highest settlement offer or offers made by a Defendant, using the contingency fee percentages set forth above.

Initials: _____/_____

10. Settlement

No compromise or other settlement of Client's claims will be made without the consent of Client.

Initials: _____ / _____

11. Whenever a verdict, judgment, award or settlement is obtained in the matter covered by this Agreement, Client authorizes Attorneys to sign on behalf of Client, using Client's name as necessary, any and all legal instruments necessary to conclude settlement or to reduce to possession anything of value due under the claim. Attorneys are then authorized to deposit the proceeds in Attorneys' trust account, to deduct their fees and costs therefrom, to pay all liens, and to pay the balance to Client. Attorneys are given a lien for all services and advances upon any recovery and are authorized to deduct these fees and advances from that recovery.

Initials: _____ / _____

12. No Guarantees

Client acknowledges that Attorneys has made no representations or guarantees as to what economic result can be obtained for him, nor has Attorneys made any promises as to the successful outcome of this case.

Initials: _____ / _____

13. Duty to Keep Attorneys Informed and Cooperate

Client hereby agrees to keep Attorneys informed of the whereabouts of Client at all times (including residential and work addresses and telephone numbers), to cooperate at all times in the preparation and trial of Client's case, and to keep Attorneys informed of any developments in the case. Client further agrees to make an honest and complete disclosure of all facts relating to the case and to the Client's background, both favorable and unfavorable.

Initials: _____ / _____

14. Binding Arbitration

Client has been informed that any dispute relating to Attorneys' fees under this Agreement shall be submitted to binding arbitration before the Los Angeles Bar Association pursuant to California *Business and Professions* Code Section 6200, et seq., or, should that organization decline to arbitrate the dispute, before the State Bar of California pursuant to California *Business and Professions* Code Section 6200, et seq.

Initials: _____ / _____

Any other dispute (other than Attorney fees) between the parties hereto arising out of or relating to this Agreement or Attorneys' professional services rendered to or for Client shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, in accordance with the Commercial Rules of the American Arbitration Association prevailing at the time of the arbitration.

Initials: _____ / _____

15. Miscellaneous

Client acknowledges that s/he has been informed that Attorneys maintain professional errors and omissions insurance coverage within the statutory requirements for the services to be rendered on Client's behalf.

This Agreement contains the entire agreement between the parties hereto and shall be binding upon the heirs and assigns of the parties. In the event any portion of this Agreement is held invalid, that portion will be stricken and the remainder of the Agreement enforced.

Initials: _____ / _____

16. Copy Received by Client:

Client acknowledges receipt of a copy of this Agreement concurrently with Client's signature. CLIENT ACKNOWLEDGES THAT CLIENT HAS READ THIS AGREEMENT AND THAT CLIENT IS LEGALLY BOUND BY THIS AGREEMENT.

Initials: _____ / _____

Entered into at _____, California, on _____, 202__.

DOUGLAS / HICKS LAW, APC

Contingency Fee Retainer Agreement

Page -8-

Attorneys:

DOUGLAS / HICKS LAW, APC

Clients:

By: _____
Carl E. Douglas

Jamon R. Hicks

*Revised: June 29, 2020

**LEGAL SERVICES RETAINER AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DRWELCH, ATTORNEYS AT LAW**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as the “**CITY**”), located at 205 South Willowbrook Avenue, Compton, California 90220, and **DRWELCH, ATTORNEYS AT LAW** (hereinafter referred to as the “**LAW FIRM**”), located at 500 South Grand Avenue, Suite 1800, Los Angeles, California 90071, (individually referred to as the “**Party**” and collectively referred to as the “**Parties.**”).

RECITALS

WHEREAS, City has a need to employ the services of a legal firm that is educated, knowledgeable and experienced to represent the City bringing civil litigation against illegal cannabis dispensaries, illegal cannabis cultivation sites, and any other illegal cannabis businesses, their owners and managers, and landlords who harbor them; and

WHEREAS, the Law Firm (DRWELCH, Attorneys at Law) represents that it has the requisite experience and expertise to professionally and competently perform the services requested by the City and that it desires to perform such services; and

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

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2021, the City Council gave approval to award a contract to the Law Firm for performing the needed services.

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

1. Scope of Services

Subject to the terms and conditions of this Agreement, Law Firm agrees to provide and perform, in a timely, competent and professional manner the following services and tasks:

- **Conduct Investigations:** Law Firm shall coordinate with City’s Code Enforcement Division and local authorized law enforcement agency and where applicable, the Federal Drug Enforcement Agency (“DEA”), Department of Justice (“DOJ”) and Law Firm’s private investigators to determine the identities of the owners, operators and landlords of illegal narcotics businesses in the City.
- **Obtain Injunctions:** Law Firm shall file lawsuits for violations of the Compton Municipal Code and relevant state law to obtain injunctions preventing the illegal cannabis dispensaries, illegal cannabis cultivation sites and any other illegal cannabis businesses from operating and the landlords from renting to those illegal businesses.
- **Enforce Penalties:** Law Firm shall file lawsuits against the illegal narcotics businesses, their owners, managers and landlords under City ordinances and state statutes.
- **Forfeit Illegally Used Property:** Law Firm shall work with local authorities to obtain forfeiture of illegally used property and ill-gotten gains by the illegal narcotics businesses and their landlords and financiers.

**Legal Services Retainer Agreement – DRWELCH, Attorneys at Law
Illegal Narcotics Businesses – Injunction Enforcement & Cost Recovery
City Attorney's Office/Resolution No.**

Law Firm acknowledges that in entering into this Agreement the City is relying on Law Firm's special skills, experience and expertise to do and perform the services in accordance with best standards of professional practice. While performing the services, Law Firm agrees to perform all the said work and to furnish all the labor, materials, supplies, services, tasks and incidental and customary work at its own cost and expense (except as otherwise expressly agreed to be furnished by the City), necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Law Firm's services hereunder shall be performed in good, workmanlike and professional manner. Law Firm shall be responsible for correcting and completing all errors and omissions related to the services provided by Law Firm for this Agreement at no additional cost to the City. "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by Law Firm to meet the standards of its profession as set forth in the preceding paragraph. The Parties acknowledge and agree that Law Firm will perform, at Law Firm's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Law Firm's failure to comply with the standard of care set forth under this paragraph or by any like failure on the part of Law Firm's employees, agents, contractors, subcontractors and subconsultants. Such effort by Law Firm to correct any errors or omissions will be commenced immediately upon their discovery by either Party and will be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representative in writing and in his sole and absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Law Firm or on Law Firm's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Law Firm, including but not limited to the representation that Law Firm possesses the skills, training, knowledge and experience necessary to perform the services skillfully, competently and to the highest standards of Law Firm's profession. The acceptance of the services by City does not release Law Firm from these obligations.

Law Firm will be responsible for employing or engaging all persons Law Firm determines that are necessary, if any, to perform the services required by this Agreement. All of Law Firm's staff, employees, agents, contractors, subcontractors and subconsultants, if any, shall be qualified by training and experience to perform their assigned tasks. If any of Law Firm's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Law Firm, a threat to persons or property, or if any of Law Firm's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the services in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by Law Firm from performing any of the services pursuant to this Agreement.

Law Firm agrees to work closely with City staff in the performance of the services and this Agreement and will be available to City staff and the City Representative at all reasonable times. All services prepared by Law Firm will be subject to inspection and approval by City Representative or his designees.

2. Term of Agreement

This Agreement shall commence upon City providing notice to Law Firm to proceed with performing the contracted legal services and shall continue through June 30, 2023, unless terminated sooner as provided herein.

3. Fees, Costs and Expenses for Services

For the services provided hereunder, the Parties agree that the Law Firm shall be entitled to collect attorney's fees **only** on recovery by the Law Firm of penalties, fines and fees from the illegal narcotics businesses, their landlords and financiers. Law Firm's attorney's fees ("contingency fee") shall be limited to thirty-five percent (35%) of the gross recovery of any trial court judgment and/or settlement from the illegal narcotics business and their landlords after one hundred percent (100%) of the City's costs are recovered, including costs incurred by the City's local authorized law enforcement agency. Law Firm shall retain the rights to any court-approved attorney's fee award.

The Parties understand and agree that the City shall not be required to advance or pay any costs incurred by the Law Firm nor contribute to or pay any of Law Firm's attorney's fees.

4. Key Personnel

4.1 City Representative. City hereby designates Damon M. Brown, Compton City Attorney, (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his designee will act on behalf of the City for all purposes under this Agreement. Law Firm will not accept directions or orders from any person other than the City Representative or his designee, unless City Representative provides written authorization to Law Firm otherwise.

4.2 Law Firm Representative. Law Firm hereby designates Attorney David R. Welch, Managing Partner, to act as its representative for the performance of this Agreement (hereinafter, "Firm Representative"). Firm Representative will have full authority to represent and act on behalf of the Law Firm for all purposes under this Agreement. Firm Representative or his designee will supervise and direct the performance of the services, using his best skill and attention, and will be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement. Notice to the Firm Representative will constitute notice to Law Firm.

5. Possible Conflicts of Interest

Law Firm shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the City and matters upon which the Law Firm is providing legal services under this Agreement. The Law Firm shall not reveal confidential information of the City except with the written consent of the City Attorney, the City Council or as otherwise required by law. The Law Firm shall promptly notify the City Attorney and/or the City Council, depending on the circumstances, of any conflict of interest related to matters upon which the Law Firm is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved, the City may retain alternate legal counsel and the Law Firm shall assist and cooperate with such legal counsel retained by the City on the matter for which the conflict arose.

6. Independent Contractor Status

Law Firm, its employees, agents, contractors, subcontractors and subconsultants and volunteers (collectively hereinafter the "Law Firm"), will perform the services in Law Firm's own way and pursuant to this Agreement as an independent contractor and in pursuit of Law Firm's independent calling, and not as an employee of City. The persons used by Law Firm to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of Law Firm, except as expressly set forth in this Agreement. Law Firm expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Law Firm shall not at any time or in any manner, represent that Law Firm is in any manner officers, employees, agents or volunteers of the

**Legal Services Retainer Agreement – DRWELCH, Attorneys at Law
Illegal Narcotics Businesses – Injunction Enforcement & Cost Recovery
City Attorney's Office/Resolution No.**

City. Law Firm shall obtain no rights to retirement, health care or any other benefit that accrue to City's officials, officers, or employees. Law Firm expressly waives any claim to such rights. Law Firm reserves the right to perform similar or different services for other clients during the term of this Agreement, provided such work does not unduly interfere with Law Firm's competent and timely performance of the services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of City's confidential or proprietary information.

If Law Firm subcontracts any of the services, Law Firm will be fully responsible to the City for the acts, errors and omissions of Law Firm's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Law Firm is for the acts and omissions of persons directly employed by Law Firm. Nothing contained in this Agreement will create any contractual relationship between any subconsultant of Law Firm and City. Law Firm will be responsible for payment of subconsultants.

City will not make any federal or state tax withholdings on behalf of Law Firm or its employees, agents, contractors, subcontractors, subconsultants and volunteers. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Law Firm or its employees, agents, contractors, subcontractors, subconsultants and volunteers. Law Firm will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Law Firm agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Law Firm or any employees, agents, contractors, subcontractors, subconsultants and volunteers of Law Firm for work done under this Agreement.

7. Compliance with Laws

Law Firm will keep itself informed of and in compliance with all applicable federal, state or local laws and regulations to the extent such laws control or otherwise govern the performance of the services. Law Firm shall be liable for all violations of such laws and regulations in connection with the services. If Law Firm performs any work knowing it to be contrary to such laws, rules and regulations, Law Firm shall be solely responsible for all costs arising therefrom.

8. Nondiscriminatory Employment Practices

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

9. Protection of City Confidences

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

10. Document Ownership

All product produced by Law Firm or its employees, agents, contractors, subcontractors and subconsultants pursuant to this Agreement (the "Work Product") is the property of City. After the file on the matters for which Law Firm has been retained to perform pursuant to this Agreement is closed, either due to completion of the services or termination of this Agreement, all Work Product (the entire contents of the file) produced by Law Firm or its employees, agents, contractors, subcontractors and subconsultants pursuant to this Agreement shall be delivered to the City.

11. Insurance

California Business & Professions Code requires that Law Firm inform the City whether the Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered to the City. The Law Firm hereby confirms that it does maintain such insurance coverage and shall submit proof thereof upon request of the City.

12. Arbitration; Governing Law and Venue; Waiver of Jury Trial

The Parties agree that all disputes which arise between the City and Law Firm, whether financial or otherwise, regarding the City relationship shall be resolved by binding arbitration. Each side shall share in the cost of the arbitration but shall bear their own costs and attorneys' fees.

This Agreement will be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California. The Parties agree to waive their right to a jury trial.

If either Party commences an action against the other Party, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

13. Termination of Services

Either Party has the right, at any time, either with or without cause, to terminate this Agreement. In the event of such termination, Law Firm shall deliver all documents and records of the City to the City within five (5) business days of such termination.

14. Notices

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

To Law Firm:

DRWELCH, Attorneys at Law
500 South Grand Avenue, Suite 1800
Los Angeles, California 90071
Attn: David R. Welch, Managing Partner
(213) 596-9008
(213) - fax.

**Legal Services Retainer Agreement – DRWELCH, Attorneys at Law
Illegal Narcotics Businesses – Injunction Enforcement & Cost Recovery
City Attorney's Office/Resolution No.**

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Attorney
(310) 605-5582
(310) 763-0895 – fax.

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

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

**DRWELCH, ATTORNEYS AT LAW
LAW FIRM**

Dated: _____

By _____
David R. Welch, Managing Partner

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Craig J. Cornwell, City Manager

Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

April 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING THE MONTH OF APRIL AS EARTHQUAKE
PREPAREDNESS MONTH**

SUMMARY

Staff is requesting that City Council consider declaring the month of April as Earthquake Preparedness Month and bringing attention to the latest technology and innovations to protect residents of Compton from the dangers of earthquakes.

BACKGROUND

Most Californians have witnessed and experienced earthquakes that have resulted in significant property damage, injuries and loss of life. As many as 10,000 earthquakes occur each year in California and mitigation measures can save lives, reduce property damage, and alleviate economic dislocation caused by earthquakes.

STATEMENT OF ISSUE

The City of Compton can now take advantage of the latest technology and innovations available at no-cost to protect their families, employees, and neighbors from earthquakes. There are now free, cutting-edge technology designed to alert Californians before shaking begins through the Earthquake Warning California system, including the MyShake App, Android Earthquake Alerts, and Wireless Emergency Alerts. Incorporating earthquake warning technology into emergency planning efforts can help mitigate risk of injury and death by providing a few moments warning to take protective actions.

ALTERNATIVE

City Council may choose not to adopt this resolution.

FINANCIAL IMPACT

There is no fiscal impact in the adoption of this resolution.

RECOMMENDATION

Staff recommends the adoption of this Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING THE MONTH OF APRIL AS EARTHQUAKE
PREPAREDNESS MONTH**

WHEREAS, Californians have witnessed and experienced earthquakes that have resulted in significant property damage, injuries and loss of life and indirect costs; and

WHEREAS, as many as 10,000 earthquakes occur each year in California and mitigation measures can save lives, reduce property damage, and alleviate economic dislocation caused by earthquakes; and

WHEREAS, California is the first state in the nation to offer free, cutting-edge technology designed to alert Californians before shaking begins through the Earthquake Warning California system, including MyShakeApp, Android Earthquake Alerts, and Wireless Emergency Alerts; and

WHEREAS, every community member of Compton can take proactive steps by learning about the latest technology and innovations available at no-cost to protect their families, employees, and neighbors from earthquakes; and

WHEREAS, incorporating earthquake warning technology into emergency planning efforts can help mitigate risk of injury and death by providing a few moments warning to take protective actions.

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

Section 1. That April shall be recognized annually as Earthquake Preparedness Month.

Section 2. That the City of Compton shall join communities across California to encourage its residents to learn more about Earthquake Warning California, including downloading the MyShake App, using earthquake warning technology, and sharing earthquake warning resources with friends, family, and colleagues, to help build a resilient community and strengthen the State of California in its earthquake preparedness efforts.

Section 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk and California Governor's Office of Emergency Services.

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

ADOPTED this ____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

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

CITY CLERK OF THE CITY OF COMPTON

April 21, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: HUMAN RESOURCES DIVISION
COMMUNITY DEVELOPMENT DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMPLOYEE
ASSISTANCE PROGRAM SERVICES AGREEMENT WITH AND ISSUE
A PURCHASE ORDER FOR ESI EMPLOYEE ASSISTANCE GROUP
(\$7,521.58)**

SUMMARY

Adoption of the attached resolution authorizes the City Manager to enter into a twenty four (24) month (i.e. November 1, 2020 through October 31, 2022) agreement with and issue a purchase order in the amount of Seven Thousand Five Hundred Twenty One Dollars and Fifty-Eight Cents (\$7,521.58) for ESI Employee Assistance Group ("ESI Group") to provide Employee Assistance Program services during the first year of the agreement.

BACKGROUND

An Employee Assistance Program ("EAP") offers employees and their family's confidential assistance with alcoholism, drug abuse and personal problems. Additionally, EAP will guide, counsel and assist employees who voluntarily seek assistance in obtaining appropriate diagnosis and suggest a course of treatment. The Program also prescribes a course of action and serves as a resource for department managers and other employees with supervisory responsibilities to assist employees who manifest deteriorating job performance and/or those who do not respond to normal supervisory counseling or disciplinary procedures.

STATEMENT OF ISSUE

For the last several years the City has contracted with the ESI Group to provide EAP services for the City and employees, the most recent agreement has expired and because of the value and importance of having EAP services available for use by the City and employees, staff sought proposals from a number of companies that provide these types of services; to wit: ESI Group, MHN Employee Assistance Group and Reach Employee Assistance. ESI Group was the only company that submitted a proposal.

Staff reviewed the submitted proposal/bid and after review, determined that ESI Group possesses the necessary qualifications, experience and expertise to provide the services needed by the City at a reasonable price. ESI Group's pricing is Twenty Five Dollars and Twenty-One Cents (\$25.21) per employee for the first (1st) contract year and Twenty Five Dollars and Seventy-One Cents (\$25.71) per employee for the second (2nd) contract year based on a total number of 298 employees covered under the plan, equaling an estimated cost of \$7,521.58 for the first contract year and \$7,661.58 for the second contract year. If the number of covered employees increases or decreases more than five percent (5%), the total agreed cost for each contract year will be revised to reflect the changes.

FINANCIAL IMPACT

Funding in the amount of \$7,521.58 for services rendered during the first (1st) year of the agreement (i.e. retroactively from November 1, 2020 through October 31, 2021) are available in the 2020-2021 Fiscal Year budget in Account No. 1001-560-000-4262. Funds needed for the remainder of the agreement term will be appropriated in future City budgets.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN EMPLOYEE
ASSISTANCE PROGRAM SERVICES AGREEMENT WITH AND ISSUE A
PURCHASE ORDER FOR ESI EMPLOYEE ASSISTANCE GROUP
(\$7,521.58)**

WHEREAS, an Employee Assistance Program (“EAP”) offers employees and their family’s confidential assistance with alcoholism, drug abuse and personal problems and

WHEREAS, an EAP also prescribes a course of action and serves as a resource for department managers and other employees with supervisory responsibilities to assist employees who manifest deteriorating job performance and/or those who do not respond to normal supervisory counseling or disciplinary procedures; and

WHEREAS, for the last several years the City has contracted with the ESI Group to provide EAP services for the City and employees; however, the most recent agreement has expired and because of the value and importance of having EAP services available for use by the City and employees, staff sought proposals from a number of companies that provide these types of services; to wit: ESI Employee Assistance Group (“ESI Group”), MHN Employee Assistance Group and Reach Employee Assistance. ESI Group was the only company that submitted a proposal; and

WHEREAS, staff reviewed the proposal submitted by the ESI Group and after review, determined that ESI Group possesses the necessary qualifications, experience and expertise to provide the services needed by the City at a reasonable price; and

WHEREAS, ESI Group’s pricing is Twenty Five Dollars and Twenty-One Cents (\$25.21) per employee for the first (1st) contract year (i.e. November 1, 2020 through October 31, 2021) and Twenty Five Dollars and Seventy-One Cents (\$25.71) per employee for the second (2nd) contract year (i.e. November 1, 2021 through October 31, 2022) based on a total number of 298 employees covered under the plan, equaling an estimated cost of \$7,521.58 for the first contract year and \$7,661.58 for the second contract year; and

WHEREAS, funding for the first year of the agreement are available in the 2020-2021 Fiscal Year budget. Funds needed for reminder of the agreement term shall be appropriated in future City budgets.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a twenty four (24) month (i.e. retroactively from November 1, 2020 through October 31, 2022) Employee Assistance Program Services agreement with ESI Employee Assistance Group at a cost of Twenty Five Dollars and Twenty-One Cents (\$25.21) per employee for the first (1st) contract year (i.e. November 1, 2020 through October 31, 2021) and Twenty Five Dollars and Seventy-One Cents (\$25.71) per employee for the second (2nd) contract year (i.e. November 1, 2021 through October 31, 2022) based on a total number of 291 employees covered under the plan, equaling an estimated cost of \$7,521.58 for the first contract year and \$7,661.58 for the second contract year.

Section 2. That a purchase order in the amount of Seven Thousand Five Hundred Twenty One Dollars and Fifty-Eight Cents (\$7,521.58) is authorized to be issued to ESI Employee Assistance Group for services to be rendered during the first (1st) contract year (i.e. 11/1/20 – 10/31/21) of the agreement.

SECTION 3. Funding in the amount of \$7,521.58 for this expenditure is available in the 2020-2021 Fiscal Year budget in Account No. 1001-620-000-4262. Funding for the remaining term of the agreement will be appropriated in future City budgets.

SECTION 4. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, City Controller, Community Development Department (Human Resources Division) and City Clerk.

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

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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

**EMPLOYEE ASSISTANCE PROGRAM SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ESI EMPLOYEE ASSISTANCE GROUP**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) located at 205 South Willowbrook Avenue, Compton, California 90220 and **ESI EMPLOYEE ASSISTANCE GROUP** (hereinafter referred to as “**CONSULTANT**”) located at 55 Chamberlain Street, Wellsville, New York 14895, (each a “Party” and collectively, the “Parties”).

RECITALS

WHEREAS, City does not have available personnel specifically trained and experienced to perform the special services required and requires the professional services of a Consultant trained, certified and experienced with providing the services needed to assist City employees and the families with alcohol abuse, drug abuse, personal problems and other issues that may affect their employment with the City; and

WHEREAS, Consultant has the necessary professional skills, training, certification and experience required to perform the services described in this Agreement; and

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

WHEREAS, By Resolution No. _____, adopted on the _____ day of _____, 2021, the City Council gave approval to award a contract to the Consultant for performing Employee Assistance Program service; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Project; and

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for providing Employee Assistance Program services to the City and City employees. Services to be rendered shall include, but not be limited to the below-indicated services:

a. Productivity Solutions

- Unlimited telephonic counseling, 24/7
- Up to 3 face-to-face counseling sessions per issue
- Work/Life benefits – including legal, financial, caregiver, adoption, special needs, personal assistant, tools for tough times and pet help
- Lifestyle benefits designed to improve members' quality of life
- Wellness Resource Center – including latest, most reliable articles, videos and self-assessments for dealing with stress, diet, fitness and smoking

b. Engagement Solutions – Peak Performance Benefits

- Personal and Professional Coaching – one-on-one telephonic coaching with structured online training
- Wellness Coaching – unlimited coaching assistance from certified wellness coaches and behavioral health clinicians for mental and emotional challenges of employees
- Information Resource Benefits – self-help resources
- Online Training and Personal Development – includes online personal and professional development training to help employees balance work and personal life
- Recruiting, Hiring, Interviewing, Onboarding and Employee Engagement Resource Centers – articles and web resources

c. EAP Administration – Orientation and Engagement

- Automated Digital Communications (ADC) – ESI EAP engagement in periodic email communications
- EAP Mobile App – 24/7 access to all EAP benefits and services via smartphone app
- EAP Ongoing Communication and Engagement – video, hardcopy and electronic materials to promote awareness and engagement of the program
- EAP Member/Employee and Supervisor Orientation – via web conference meetings, online orientation videos and onsite group meetings

d. Manager, Supervisor and Human Resources Services

- Trauma Response and Resources – consult with counselors and grief and loss resources for managers and members with on-scene deployment, telephonic counseling, private counseling and group debriefings
- Unlimited Administrative (Mandatory) Referrals – address employee policy violations and unacceptable job performance improved through coaching and training
- Unlimited HR Consultations with SPHR's – managers may contact staff or clinical Senior Professionals in Human Resources (SPHR) for counsel on human resource and complex employee issues
- Supervisor Resource Center – forms, policies, articles and other tools to help develop management best practices
- HR Web Café

e. ESI Accountability

- Activity Reports – detailed online EAP statistical reports on monthly basis
- Quality Assurance Program
- Confidentiality

As more fully specified in the Consultant's "**Employee Assistance Program (Proposed Renewal Agreement)**", which is incorporated by this reference. While incorporated by this reference, said Proposal Renewal Agreement shall not be executed or established as the controlling agreement for the contractual relationship between the Parties.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

Professional Services Agreement – ESI Employee Assistance Group
Employee Assistance Program Services
HR/Resolution No. _____

In the event of termination, the City shall be entitled to pro-rata return of the compensation pre-paid for the number of months that services shall not be rendered subsequent to the effective date of termination. Consultant shall deliver to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, sub-consultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Consultant, except as expressly set forth in this Agreement. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Consultant shall not at any time or in any manner, represent that Consultant is in any manner officers, employees, agents or volunteers of the City. Consultant shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights. Consultant retains the right to provide services for others during the term of this Agreement.

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

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

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any

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attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

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of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

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

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

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

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. Consultant shall also comply with, if and when applicable, the Health Insurance Portability and Accountability Act of 1996, regulations promulgated thereunder by the U.S. Department of Health and Human Services, the Health Information Technology for Economic and Clinical Health Act of 2009 and other applicable laws. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and five (5) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at Consultant's place of business, or at the offices of a sub-consultant.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible.

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

- 19. Jurisdiction, Venue and Governing Law.** Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.
- 20. Testimony.** Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this Agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.
- 21. Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.
- 22. Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind said Party to the terms and conditions of this Agreement.
- 23. Severability.** If any term, provision, condition or covenant of this Agreement or its application to any Party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.
- 24. Amendments.** This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.
- 25. Confidentiality.** All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.
- 26. Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the Parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both Parties.
- 27. Notices.** Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

Professional Services Agreement – ESI Employee Assistance Group
Employee Assistance Program Services
HR/Resolution No. _____

To Consultant:

ESI Employee Assistance Group
55 Chamberlain Street
Wellsville, New York 14895
Attn: Susan Goldstein, Vice President/Client
Services
(585) 593-9870
(585) 593-5719 - fax.

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Human Resources Division
(310) 605-5535
(310) 605-5536 – fax.

With copy to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Internal Services Department

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

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

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

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

**ESI EMPLOYEE ASSISTANCE GROUP
CONSULTANT**

Dated: _____

By _____
Diane Dunbar, President

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Craig J. Cornwell, City Manager

Professional Services Agreement – ESI Employee Assistance Group
Employee Assistance Program Services
HR/Resolution No. _____

Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

April 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: STREET SUPERINTENDENT
PUBLIC WORKS - STREET MAINTENANCE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3)
YEAR AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO
FORWARD THINKING, LLC. FOR A GLOBAL POSITIONING SYSTEM
SOFTWARE MONITORING AND SERVICE AGREEMENT (\$24,420)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a three (3) year (i.e. January 1, 2021 through December 31, 2024) Global Positioning System Software Monitoring and Services Agreement with Forward Thinking Systems, LLC for Global Positioning System monitoring of 148 City-owned vehicles and issue a purchase order in the amount of Twenty Four Thousand Four Hundred Twenty Dollars (\$24,420.00) for services rendered during the first (1st) contract year.

BACKGROUND

In 2008, the City purchased Global Positioning System ("GPS") monitoring software and devices and had it installed in all City-owned vehicles. The purpose of GPS monitoring is to improve productivity by allowing the Fleet Manager to have access to information such as: vehicle fuel usage, vehicle idling and vehicle users driving behavior. GPS devices transmit data which allow for fleet assets to be managed efficiently from remote locations. The information retrieved from the GPS monitoring system is intended to allow the City to pursue process improvements relating to both operational and cost efficiencies, as well as increase the safety of our employees.

STATEMENT OF THE ISSUE

The GPS devices and software that were installed in 2008 are now outdated and in need of replacement. The Public Works – Street Maintenance Department ("Department") solicited quotes for GPS devices, software monitoring systems and services from three (3) reputable companies. The responses are listed below:

<u>Vendor</u>	<u>Per Year</u>	<u>Per 3 yr. Contract</u>
Forward Thinking Systems, LLC.	\$24,420	\$ 73,260
Verizon	\$33,655	\$100,966
T-Mobile	\$43,778	\$131,335

Staff reviewed the quotes submitted and determined that the Forward Thinking Systems, LLC (“FTS”) quote was the lowest responsive bidder. The quote of FTS includes the new GPS devices at no additional charge to the City. The devices will be installed in-house by the City’s Fleet mechanics.

To avoid interruption in the monitoring services of the City’s vehicles, staff recommends that the City Council authorize the City Manager to enter into a three (3) year (i.e. retroactively January 1, 2021 through December 31, 2024) GPS Monitoring Software and Service Agreement with FTS and issue a purchase order in the amount of \$24,420.00 for services to be rendered during the first (1st) contract year. Funds for the remaining years of the contract will be appropriated in future City budgets.

FISCAL IMPACT

Funds for use of the software and services provided during the first (1st) year of the contract in the amount of \$24,420.00 are appropriated in the Department’s Fiscal Year 2020-2021 Budget as follows: 1) \$14,420.00 in Account 6000-720-000-4222 (Fleet Fund) and \$10,000 in Account 1004-720-000-4222 (Measure P). Funds in the amount of \$24,420.00 will be appropriated in each of the City’s future budgets to pay for the remaining years of the contract.

RECOMMENDATION

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

**DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS – STREET MAINTENANCE DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR
AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO FORWARD
THINKING, LLC. FOR A GLOBAL POSITIONING SYSTEM SOFTWARE
MONITORING AND SERVICE AGREEMENT (\$24,420)**

WHEREAS in 2008, the City purchased Global Positioning System (“GPS”) monitoring software and devices and had it installed in all City-owned vehicles; and

WHEREAS, the purpose of GPS monitoring is to improve productivity by allowing the Fleet Manager to have access to information such as: vehicle fuel usage, vehicle idling and vehicle users driving behavior; and

WHEREAS, the information retrieved from the GPS monitoring system is intended to allow the City to pursue process improvements relating to both operational and cost efficiencies, as well as increase the safety of our employees; and

WHEREAS, the GPS devices and software that were installed in 2008 are now outdated and in need of replacement; thus, the Public Works – Street Maintenance Department (“Department”) solicited quotes for GPS devices, software monitoring systems and services from three (3) reputable companies:

Vendor	Per Year	3 yr. Contract
Forward Thinking Systems, LLC.	\$24,420	\$ 73,260
Verizon	\$33,655	\$100,966
T-Mobile; and	\$43,778	\$131,335

WHEREAS, staff reviewed the quotes submitted and determined that the Forward Thinking Systems, LLC (“FTS”) quote, which includes the new GPS devices at no additional charge to the City, was the lowest responsive bidder; and

WHEREAS, to avoid interruption in the monitoring services of the City’s vehicles, staff recommends that the City Council authorize the City Manager to enter into a three (3) year (i.e. retroactively January 1, 2021 through December 31, 2024) GPS Monitoring Software and Service Agreement with FTS and issue a purchase order in the amount of \$24,420.00 for services to be rendered during the first (1st) contract year; and

WHEREAS, funds for this expenditure are allocated in the 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 bid of the Forward Thinking, LLC. is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year (i.e. January 1, 2021 through December 31, 2024) Global Positioning System Software Monitoring and Services Agreement with Forward Thinking Systems, LLC for Global Positioning System monitoring of 148 City-owned vehicles.

Section 3. That a purchase order is authorized to be issued to Forward Thinking Systems, LLC in the amount of Twenty Four Thousand Four Hundred Twenty Dollars (\$24,420.00) for services rendered during the first (1st) contract year.

Section 4. That funds for use of the software and services provided during the first (1st) year of the contract in the amount of \$24,420.00 are appropriated in the Department’s Fiscal Year 2020-2021 Budget as follows: 1) \$14,420.00 in Account 6000-720-000-4222 (Fleet Fund) and \$10,000 in Account 1004-720-000-4222 (Measure P).

Section 5. That funds in the amount of \$24,420.00 will be appropriated in each of the City's future budgets to pay for the remaining years of the contract.

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

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

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

CITY CLERK OF THE CITY OF COMPTON

**FORWARD THINKING SYSTEMS**

575 Jericho Turnpike - Suite 300, Jericho, NY 11753
1-866-221-1864 / FTSGPS.com

Document Information

Quote Number: Q-256199

Type: Upgrade

Deal Type: Purchase

Leasing Company: None

Date Created: November 20, 2020 06:37:48 AM

Payment Information

Contract Length: 36

Monthly Recurring Charge: \$ 2,035.00

Total Term Cost: \$ 73,260.00

Total One-Time Equipment Fees: \$ 0.00

BDAS: \$ 2,035.00

Customer Information

Account Name: CITY OF COMPTON

Tax ID: 95-6000696

Contact Name: Damion Timmons

Phone: 310 605 5691

Email: dtimmons@comptoncity.org

Title: Street Maintenance Superintendent

Customer Address Information**Billing Information**

205 South Willowbrook Ave

Compton, CA, 90220

Shipping Information

205 South Willowbrook

Compton, CA, 90220

FTS Sales Contact Information

Prepared By: Alf Alvarez

Title: Senior Business Development Manager

Email: alf.alvarez@ftsgps.com

Phone: (214) 727-3798

Product Information

Product	Qty	Sales Price	Monthly Recurring Charge	Net Equipment Price	Total One Time Fees
OBDII 3030 TMO IntelliHub OBD 3030 Tracking (T-Mobile) Bundle	148	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
INTELLIHUB SaaS: Intellihub	148	\$ 13.75	\$ 2,035.00	\$ 0.00	\$ 0.00
LMU3030LABL-KZ03-G Plug & Play OBD2 CalAmp LMU-3030	148	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
FTSDATA-TRACKING Cellular Data: Standard GPS (~5MB)	148	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total:			\$ 2,035.00	\$ 0.00	

From: Gravett, Stacey <Stacey.Gravett@T-Mobile.com>
Sent: Thursday, December 10, 2020 1:56 PM
To: Mario Hernandez <mhernandez@comploncity.org>
Cc: Ben Schwartz <benschwartz@geotab.com>; Tank, Manoj <Manoj.Tank@T-Mobile.com>
Subject: GeoTab Update - T-Mobile - City of Compton

Hi Mario,

Nice to catch up with you this week! For the 2/3G turn down, please see below which is great news because you are currently running on 3G.

January 30, 2021 2G/3G Device Registration Block	• No New 2G or 3G Activations • Only LTE new activations allowed • VoLTE capable device required for voice services on new activations after 1/30/2021
October 1, 2021 3G/UMTS Network Shutdown	• Retirement of T-Mobile 3G Network

As far as the pricing the monthly rate for GeoTab after your 15% CA NASPO discount will be \$24.65. This DOES include free hardware for the rip and replace.

Please let us know at least 30 days in advance of the deployment so we can be prepared and support you. Thank you Mario and if you wish to have another demo after the 1st of the year, please let us know!

Happy Holidays!

Stacey

If you decide in 6 months to switch to Geotab

Stacey Gravett - T-Mobile for Government- Sr. Government and Education Manager
Greater Los Angeles Market
Stacey.gravett@t-mobile.com
310-256-6916

For immediate assistance, please call our GTEX Team at 844-361-1310, thank you!

Hi there,

It was great to connect with you last week. Below is a list of everything we discussed along with our Sourcewell pricing. Please let me know if you have any questions. We look forward to working with you.

Verizon Connect Reveal

- Live map-with satellite view
- Automated Reports- emailed to you on the schedule you want
- Route Replay-bread crumb trail of the drivers route
- Alerts for idling, speeding, harsh driving, plus many more
- Driver behavior(speeding, hard braking, fast accelerations)
- Maintenance for vehicles & reporting
- Mobile Ap- View everything on the ap including location

Product/Service	Cost Per Unit	Activation	Total Monthly Cost
148 Vehicles	\$18.95	\$0.00 - Proposal is good through 02/26/2021	\$2804.60
No charge or equipment and free installation			

Service Guarantee

1. Service Reliability – 99.7% system uptime
2. No equipment cost or hidden fees.
3. Instant approval
4. **Free Automatic software upgrades (twice a year)**
5. Free Google mapping updates
6. Free Training (initial & ongoing) and Technical Support/Service
7. Lifetime Warranty on equipment
8. Service Guarantee – Verizon will provide online training, upgrades in software and mapping (when available), and technical support at no additional charge for the duration of the agreement.

Best regards,

Karla Illia

Verizon Business Group
M 619,909,4227
Karla.Illia@verizonconnect.com

Hardware / Service Purchase Agreement and Equipment Warranty



Hardware / Service Purchase Agreement and Equipment Warranty

BOX 5: SERVICE & PURCHASE INFORMATION

<i>Service Period</i> 36	<i>Purchase Type</i>
<i>Equipment Installation</i> Customer install	<i>Installation Notes</i>

ADDITIONAL NOTES AND COMMENTS

BOX 6: TOTALS & PAYMENTS

TOTALS

Purchase Price of Equipment and One-time Charges (the "Purchase Price") (from Box 4)	\$0.00
Total MRC Service Fees for Service Period (MRC x number of months in Service Period)	\$73,260.00
Taxes	\$0.00
Total	\$73,260.00

PAYMENT PLAN (SUBJECT TO CREDIT APPROVAL BY FTS)

Balance due at signing (billed/charged at Agreement processing)	\$0.00
Remaining balance due over service period payable monthly	\$73,260.00

By execution below, the parties hereby agree to this Hardware / Software Purchase Agreement and Equipment Warranty and the Terms and Conditions attached hereto and made a part hereof (collectively, this "Agreement"), the signatory executing below on behalf of the Customer represents that he/she is an authorized representative of Customer and that he/she has the authority to legally and financially bind and commit the Customer. This Agreement shall apply to all quotations made and purchase orders accepted by Forward Thinking Systems LLC ("Forward Thinking Systems"). Any additional or different terms or conditions in any communication by Customer or Forward Thinking Systems (whether in a purchase order or otherwise) are rejected and shall be null and void, irrespective of the means of Customer's acceptance. Forward Thinking System's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions. The obligations of Forward Thinking Systems under this Agreement shall be conditioned upon its receipt of the Purchase Price (plus all taxes set forth in Box 6 above), or in the case of a payment plan approved by FTS, receipt of the "balance due at signing") listed above.

FORWARD THINKING SYSTEMS

<i>Sales Representative Signature</i>	<i>FTS Approval By</i>
<i>Print Signor's Name</i>	
<i>Print Signor's Title</i>	<i>Date</i>

CUSTOMER

<i>Customer's Signature</i>	
<i>Print Signor's Name</i> Craig J. Cornwell	
<i>Print Signor's Title</i> City Manager	<i>Date</i>



1. Equipment Purchase. (a) Equipment and Delivery. Customer agrees to purchase from FTS such items and equipment as are more specifically described in Box 2 of this Agreement (hereinafter the “Equipment”). Customer acknowledges that it has ordered certain subscriptions to certain services provided by FTS and described in Box 2 of this Agreement (hereinafter the “Service”) during the Term (as defined herein). Customer shall use the Equipment solely for Customer’s internal business use in connection with the Service. Risk of loss in and to the Equipment shall pass to Customer FOB Destination. Customer may not resell, assign or transfer the Equipment to any third party without the prior written consent of FTS. FTS shall not be liable for any delay in transportation of the Equipment.

(b) Purchase Price. Customer shall pay (or cause to be paid pursuant to an equipment lease approved by FTS) the Purchase Price for the Equipment and Service. Customer method of purchase will be set forth in Box 5 of this Agreement hereto. The “Purchase Price” shall be defined as the Total Purchase Price for the Equipment and any one-time fees, as set forth in Box 4. FTS shall invoice the Total Purchase Price as set forth in Box 4 (plus all taxes set forth above in Box 6) on the date such Equipment is shipped to Customer. Until FTS has received full payment of the Purchase Price (and all applicable taxes), FTS shall retain a purchase money security interest in the Equipment, and Customer hereby grants to FTS a purchase money security interest in the Equipment, whether now or hereafter acquired by Customer, regardless of where located, together with all substitutions for, replacements of, or proceeds from (whether cash or non-cash) the Equipment, including without limitation, proceeds of all insurance policies insuring the Equipment; provided that FTS shall not retain a security interest in the Equipment from the date on which FTS is paid in full for such Equipment pursuant to any equipment lease obtained by Customer. Customer agrees to execute any documents requested by FTS to perfect such security interest. All charges, fees and prices herein are exclusive of all federal, state and local withholding, excise, sales, use and similar taxes, fees, surcharges and other charges imposed by any governmental authority. Customer shall pay, at the time of sale or thereafter, all taxes, fees, surcharges and other charges arising out of Customer’s purchase of the Equipment, unless Customer provides documentation satisfactory to FTS that Customer is exempt from same.

(c) Service Fees. Customer shall pay Service Fees for use of the Service, including without limitation, any GPS tracking service provided by FTS. The “Service Period” shall be for the length of time specified in Box 5 and shall begin upon the earlier of (a) the date upon which Equipment is installed in Customer’s vehicles as per Box 5, or thirty (30) days from the Effective Date of this Agreement. The “Service Fees” shall be equal to the MRC specified in Box 3 and shall be payable monthly on or before the first (1st) day of each month during the Term (as defined in Section 7 below); notwithstanding anything to the contrary herein, Customer may prepay (or cause to be paid pursuant to an equipment lease approved by FTS) all of the Service Fees due for the Term at any time. Termination or expiration of this Agreement shall not relieve Customer of its obligation to pay in full all remaining Service Fees. In the event that Customer fails to pay any of the Service Fees, the Purchase Price or any other amounts due hereunder or if this Agreement is terminated pursuant to Section 7 hereof, FTS may accelerate all amounts due under this Agreement for the entire Term and FTS, in addition to any other rights and remedies under law, may institute a collection action and seek payment of all then-unpaid Service Fees for the balance of the Term as of the date of termination. FTS shall invoice the first month’s Service Fees upon shipment of the Equipment to Customer. FTS reserves that right, during the Service Period, to suspend Customer’s use of and access to the Service in the event that Customer fails to pay any invoice not in good faith disputed by Customer within thirty (30) days of its issuance to Customer. Any payments not made by Customer to FTS when due shall begin to bear interest at the rate of 1.0% per month as of the date on which such payment is due. All charges, fees and prices herein are exclusive of all federal, state and local withholding, excise, sales, use and similar taxes, fees, surcharges and other charges imposed by any governmental authority. Customer shall pay, at the time of sale or thereafter, all taxes, fees, surcharges and other charges arising out of use of the Service, unless Customer can show documentation satisfactory to FTS that it is exempt from same. Without limiting the effect of any other provision in this Agreement, Customer shall pay FTS for any and all data (including, without limitation, all airtime and packet data services), SMS (texting), and other service charges assessed by the applicable mobile carrier in connection with Customer’s actual data and related service usage (including, without limitation, any and all overage charges and fees).

2. Shipment and Installation. FTS shall begin installation, if FTS is providing installation services to Customer as specified in Box 5 above, or shipment of the Equipment as on the date set forth on Box 5 of this Agreement (or if no date is set forth in Box 5, then after the Effective Date). If FTS is providing installation to Customer as specified in Box 5 above, then (a) FTS or its assignee, agent, contractor or subcontractor will provide Standard Installation (as defined below) services for the Equipment pursuant to the terms contained in Box 5 of this Agreement; and (b) the parties shall each make commercially reasonable efforts to schedule and complete Standard Installation of the products within forty-five (45) days of the date FTS ships the Equipment to Customer. “Standard Installation” means those services provided by or on behalf of FTS, if FTS is providing installation services to Customer as specified in Box 5 above, in connection with the installation of Internet Location Managers (“Hardware”) purchased under this Agreement in the kick panel, trunk (interior locations), over cab area in cowl, or under the front seat or dash. Standard Installation further includes the installation of GPS and wireless antennae on the window, dash, rear window deck, roof or trunk lid. Standard Installation shall include only installations performed between 8:00 a.m. and 5:00 p.m., Monday through Friday, local time. If FTS is providing installation services to Customer as specific in Box 5 above, FTS may charge, and Customer shall pay, an incremental fee based on FTS’s then-current fees for any non-Standard Installation services. Customer acknowledges that, in connection with any installation and maintenance of the Equipment provided by FTS, FTS or its assignees, agents and contractors may modify or alter, including without limitation drill holes, cut panels and body or rewire, Customer’s vehicles. FTS will not be responsible for, and makes no assurances regarding, the restoration of Customer’s vehicles to their unmodified or unaltered condition if the Equipment is removed. Notwithstanding anything to the contrary in this Section 2, Customer shall be fully responsible for and hereby releases, waives and holds FTS harmless from any loss, damage, claim and all other liability arising from the installation or handling of the Equipment by any party other than FTS (or its assignee, agent, contractor or subcontractor).

3. Equipment Warranty. (a) Limited Warranty. FTS warrants that for the twelve (12) month period beginning on the Effective Date of this Agreement (the “Warranty Period”), all Equipment: (i) will be free from material defects in materials and workmanship, and (ii) will substantially conform to any specifications provided to or made available to Customer and pertaining to such Equipment. The foregoing warranties do not extend to: (i) any failure in the Equipment due to accident, abuse, misuse or negligent or incorrect use, maintenance or storage of the Equipment; (ii) any failure resulting from use in other than a normal and customary manner under normal environmental conditions in a commercial trucking or vehicle application conforming to the Equipment’s instructions; (iii) any failure in the Equipment caused by failing to follow prescribed operating maintenance procedures; (iv) any failure in the



force of nature, external causes, or act of any third party (other than FTS or its duly-authorized representative). The foregoing warranties are void and of no force or effect if any Equipment is installed or serviced by any party other than FTS or an installation/repair agent authorized by FTS. Except as set forth herein during the Warranty Period, Customer has no right to return any Equipment to FTS.

(b) **Warranty Procedures.** Customer will, within the Warranty Period, notify FTS of any Equipment containing defects Customer believes to be covered by the limited warranties provided in paragraph (a) of this Section (the “**Limited Warranty**”), and will request a Returned Material Authorization (“**RMA**”) number from FTS. For purposes of this Section 3(b), Customer may notify FTS of any such defect potentially covered by the Limited Warranty by contacting FTS customer support (“**FTS Support**”) by phone at (866) 221-1864 or by email at support@ftsgps.com. Provided the defects alleged by Customer are covered under this Limited Warranty, FTS will (i) issue an RMA number to Customer promptly following receipt of the request or (ii) arrange with Customer for a FTS-authorized agent to inspect the Equipment at Customer’s location; the FTS-authorized agent may issue an RMA number after its inspection. Upon issuance of the RMA number to Customer, FTS shall, at its sole option and expense, repair or replace the defective Equipment. In the event FTS replaces the defective Equipment, FTS shall ship replacement equipment (“**Replacement Equipment**”) to Customer in replacement of the Equipment, and shall include therewith written RMA instructions setting forth the steps required by Customer to return the defective Equipment. Equipment must be removed in the same manner as installed (as set forth in Box 5 above) and Customer shall promptly return said defective Equipment in accordance with said RMA instructions. If defective Equipment is received by FTS during the applicable Warranty Period, and provided FTS determines, in its reasonable discretion, that the defect in the Equipment is covered by this Limited Warranty, FTS will provide such replacement or repair services at no additional cost to Customer. Notwithstanding the foregoing, however, in the event the Replacement Equipment is received after expiration of the Warranty Period, or in the event the defective Equipment is not covered by this Limited Warranty, FTS shall charge Customer, and Customer shall pay to FTS, for such Replacement Equipment or repair services, at FTS’s then-current list prices; further, in such event, Customer shall be liable for any shipping and insurance charges incurred in connection with shipment of the defective Equipment and/or Replacement Equipment (as applicable). This Section states Customer’s sole remedy, and the sole liability of FTS, arising out of the Limited Warranty provided by FTS. Any Replacement Equipment issued to Customer under the terms of this Agreement, may, at the sole discretion of FTS, be refurbished or comprised of refurbished materials.

4. Software License. “**Software**” means any software product delivered by FTS to Customer in connection with the Equipment, including without limitation, any of the following: web-based software; scripts/code loaded on Hardware; applications for use on mobile devices; and all other web-based services provided to Customer. Subject to the terms of this Agreement and Customer’s payment of all Service Fees when due under this Agreement, FTS hereby grants to Customer a limited, non-transferable, non-exclusive right and license to access and use the Software solely in conjunction with Customer’s access and use of the Equipment and Service, and solely for Customer’s internal business purposes. The Software is only licensed pursuant to the terms contained in this Agreement, not sold. The foregoing license shall not include any right to: (i) copy, reproduce, modify or create any derivative work of any Software; (ii) sell, rent, lease, loan, license, sublicense, provide, distribute or otherwise transfer Software to any third party; (iii) use the Software for third-party training, commercial time-sharing or service bureau use; (iv) cause or permit the disassembly, decompilation, or reverse engineering of any Software or otherwise attempt to gain access to the source code of any Software; (v) grant access to the Software to any third party or other user without the authorization and requisite license from FTS or (vi) cause or permit any third party to do any of the foregoing. Customer receives no title or ownership rights to any Software. Except for the license granted in this Section, all right, title and interest in the Software shall remain the exclusive property of FTS or its licensors.

5. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, FTS MAKES, AND CUSTOMER RECEIVES, NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE EQUIPMENT, THE SERVICE, AND/OR THE SOFTWARE, AND FTS SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

6. Limitation of Liability. FTS SHALL NOT BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, NOR FOR ANY LOSS OF BUSINESS, REVENUE OR DATA; INTERRUPTION OF BUSINESS; LOST PROFITS OR GOODWILL; INCREASED COSTS OF OPERATION; OR OTHER INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR UNDER THIS AGREEMENT, EVEN IF FTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH. IN NO EVENT SHALL THE TOTAL LIABILITY OF FTS ARISING OUT OF OR UNDER THIS AGREEMENT, OR FOR BREACH OF THIS AGREEMENT, EXCEED THE AMOUNT PAID TO FTS UNDER THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND APPLY WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, FRAUD, MISREPRESENTATION, OR OTHER LEGAL OR EQUITABLE THEORY. FTS SHALL NOT BE RESPONSIBLE FOR (A) ANY CLAIMS AGAINST FTS THAT ARISE FROM OR RELATE TO CUSTOMER’S USE OF THE EQUIPMENT OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER.

7. Term. The term of this Agreement shall be the Service Period specified in Box 5 above (the “**Term**”). In the event that Customer is in breach of any of the terms of this Agreement, then FTS may terminate this Agreement immediately upon notice to Customer. If this Agreement has not been terminated prior to the end of the Service Period specified in Box 5 above, the Term shall automatically renew for successive one-month periods until such time that either Customer or FTS delivers a termination notice to the other party, at which time the Agreement shall be deemed terminated.

8. General Provisions.

(a) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, statements, communications, representations and proposals, whether oral or written, with respect to the subject matter hereof. This Agreement does not apply to the sale of goods under U.S. Government Contract Regulations, regardless of whether such provisions are on any Customer-supplied purchase order. In the case of a government contract, the applicable government regulations shall be only those which are mandatory for FTS under U.S. Government Federal Acquisition Streamline Act provisions as a subcontractor and which have been agreed to by FTS in an attached Rider. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.



(b) Dispute Resolution. Any dispute between the parties relating to or arising out of this Agreement, whether or not a contract dispute, shall be determined by binding and non-appealable arbitration under the applicable rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted by a single arbitrator chosen by the parties, or, if the parties cannot agree upon a single arbitrator within fifteen (15) days of a party submitting a proposal, then by a single arbitrator appointed by the New York, New York office of AAA. The arbitration shall be administered by the New York, New York office of AAA. The arbitrator shall be authorized to award or apportion attorneys' fees and costs to the prevailing party of the arbitration. If the arbitrator's decision is a compromise, the determination of which party or parties bear the costs and expenses incurred in connection with the arbitration proceeding shall be made by the arbitrator on the basis of the arbitrator's assessment of the extent to which each party prevailed in its position. Notwithstanding the first sentence of this Section, FTS shall be entitled to seek court-ordered injunctive and other equitable relief upon any actual or threatened breach of this Agreement, in addition to reimbursement of its attorneys' fees and other costs incurred in obtaining the relief.

(c) Third Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, shall give, or be construed to give, any rights hereunder to any other person, including without limitation, any subcontractors, sub-vendors, or anyone designated as a reseller.

(d) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement, then such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms. Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of that or any other provision of this Agreement. Any modifications of this Agreement must be in writing and signed by the duly authorized representative of Customer and FTS.

(e) Force Majeure. No default, delay or failure to perform on the part of FTS shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of FTS, including without limitation, failure of a positioning system or wireless or power network or the Internet, strikes, lockouts or other labor disputes, riots, civil disturbances, embargoes, actions or inactions of governmental authorities, carriers or suppliers, epidemics, war, terrorism, severe weather, flood, fire, earthquakes, explosions, volcanic activities, acts of God or the public enemy, nuclear disasters, or default of a common carrier.

(f) Notices. Any notice under this Agreement shall be in writing and shall be sent by prepaid registered or certified mail, return receipt requested, overnight delivery by an internationally recognized courier (such as FedEx, UPS or DHL), personal delivery or fax/email (provided that a confirming copy is also sent by overnight delivery), addressed to the other party at the following address:

If to Customer: to the contact person and at the billing address as set forth of this Agreement to this Agreement

If to FTS: Forward Thinking Systems LLC, Attn: Contracts Administration, 575 Jericho Turnpike, Suite 301, Jericho, NY 11753, Fax (516) 629-4998; with a copy to Greensfelder, Hemker & Gale, P.C., 200 W. Madison St., Suite 3300, Chicago, IL 60606, Attn: Upneet S. Teji, Esq.

Such notice shall be deemed to have been given upon personal delivery if delivered personally, the next business day if sent by overnight courier, on the fifth (5) business day if sent by registered or certified U.S. mail, or one (1) business day after receipt of successful transmission report if faxed.

(g) Assignment. Customer shall not assign this Agreement, or any rights or obligations hereunder, in whole or in part, voluntarily, by operation of law or otherwise, including by merger, consolidation or acquisition of a controlling interest in a party, without the prior written consent of FTS. Any attempt by Customer to assign this Agreement or any right or obligation hereunder in violation of this Section will be null and void and will constitute a material breach of this Agreement. FTS may freely assign this Agreement or its interest herein (or a portion thereof) without the consent of Customer.

(h) Modification of Agreement. This Agreement (and any addendums thereto) may not be modified or amended except by a written document executed by a duly authorized representative of each party.

(i) Waiver. No rights of a party or breach by the other party of any provision hereunder shall be waived by any act, omission, delay or knowledge of a party, except by a written document executed by a duly authorized representative of the waiving party. Any waiver on one occasion shall not constitute a waiver of any prior, concurrent, or subsequent occasions.

(j) Counterparts. This Agreement, and any amendments hereto and any waiver hereof, may be executed in counterparts, all of which taken together shall constitute one single agreement between the parties. If electronic signatures are used for this purpose, either party may print out the faxed or imaged version of the Agreement signed by the other party and then sign in the designated space.

(k) Construction. The captions and article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. The term "including" as used herein means "including without limitation." The terms "herein," "hereof," "hereunder," and similar terms refer to the Agreement as a whole, rather than any particular provision. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel. Any rule of construction that resolves ambiguities against the drafting party shall not apply in this interpretation of the Agreement.

(l) Data Collection. Customer recognizes and acknowledges that FTS may collect data from customer's operations received in the normal course of the provision of the service component hereunder ("Customer Data"), aggregate such Customer Data with similar data received from the operations of its other



_____ hereby grants to FTS any and all consent and authority that may be required therefor. Customer acknowledges that FTS may store and use Customer Data pursuant to this Section 8(l) for at least a two (2) period following Forward Thinking System's acquisition of Customer Data. Customer hereby grants to FTS a non-exclusive, fully paid, world-wide and irrevocable license to use Customer Data and to copy, anonymize, aggregate, process and display Customer Data, to derive anonymous statistical and usage data related to the Service ("Aggregated Data") to compile, combine or incorporate such Aggregated Data with or into other similar data and information available, derived or obtained from other clients, customers, licensees or users of FTS, or otherwise (collectively, Aggregated Data and such compiled, combined or incorporated data and information shall be referred to as "FTS Data"), to permit FTS to provide additional services to its customers, including the copying, publication, distribution, display, licensing or sale of FTS Data and related or similar other statistics or data to third parties pursuant to a separate licensing or services arrangement or agreement. FTS will be the owner of all right, title and interest in and to Aggregated Data and FTS Data. Customer's grant of license to copy, anonymize, aggregate, process, use and display Customer Data shall survive the expiration or termination of this Agreement indefinitely.

FORWARD THINKING SYSTEMS LLC

GPS HARDWARE AND SOFTWARE LICENSE PURCHASE AND SERVICE AGREEMENT

[Resolution No.]

[Additional Signature Page for City of Compton Representatives]

Approved as to form:

By _____ Dated: _____

Damon M. Brown, City Attorney

ATTEST:

By _____ Dated: _____

April 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: STREET SUPERINTENDENT
PUBLIC WORKS-STREET MAINTENANCE DEPARTMENT**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE LEASE AGREEMENT WITH ENTRENOUS YOUTH EMPOWERMENT SERVICES, INC. TO AUTHORIZE TENANT ALTERATIONS TO CITY-OWNED PROPERTY LOCATED AT THE OLD DOLLARHIDE CENTER AT 1108 NORTH OLEANDER AVENUE AND ACCEPT SAID ALTERATIONS AND IMPROVEMENTS AS A GIFT TO THE CITY

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a second (2nd) amendment to the current five (5) year (i.e. August 1, 2018 through July 31, 2023, with two 5-year renewal options) Lease Agreement with EntreNous Youth Empowerment Services, Inc., dba Compton YouthBuild ("Tenant"), to authorize certain proposed Tenant alterations and improvements to indoor spaces leased and occupied by the Tenant and portions of the outdoor property at 1108 North Oleander Avenue, subject to required governmental approvals and permits. Additionally, since the proposed alterations and improvements are of a permanent nature, valued by the Tenant at approximately \$350,000, said alterations and improvements shall be accepted as a gift to the City.

BACKGROUND

The City of Compton owns certain real property located at 1108 North Oleander Avenue, commonly known as the "Old Dollarhide Center" facility. This property is used as a "shared occupancy" facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals.

In accordance with Resolution No. 24,812, adopted by the City Council on July 3, 2018, the City entered in a five (5) year (i.e. August 1, 2018 through July 31, 2023, with two 5-year renewal options) Lease Agreement with EntreNous Youth Empowerment Services, Inc., doing business as Compton YouthBuild for exclusive occupation of 9,502 square feet of indoor spaces at the Old Dollarhide Center facility for administrative offices and educational services to administer Compton YouthBuild at a monthly rental amount of \$9,205.00.

Compton YouthBuild serves low-income young people ages 16-24 living in Compton and surrounding low-income communities. The agency's mission is to provide rigorous educational and occupational opportunities for young people who are invested in creating a sustainable future for themselves, their families and communities. Compton YouthBuild seeks to build economic sustainability for traditionally marginalized, under-resourced youth, families and communities by providing no-cost education, occupational programs, resources, and guidance. The current occupational fields of focus for the agency are the construction trades, hospitality/culinary arts and computer programming.

STATEMENT OF THE ISSUE

Compton YouthBuild's parent company, YouthBuild USA, has partnered with Equity Office Management, LLC ("EQ Office"), a U.S. Office Portfolio Company wholly owned by Blackstone's real-estate funds, to bolster the profile and mission of its branches worldwide.

EQ Office has placed job creation and skills training at the core of its efforts to serve as an economic engine for communities. In keeping with its mission to help companies attract, retain and inspire talent, EQ Office selected YouthBuild USA – the nonprofit support center for nearly 300 YouthBuild programs around the world – as its national community impact partner. EQ Office has committed to help YouthBuild expand the job-skills training, hands-on mentoring and internships it offers to opportunity youth – young adults between the ages of 16 and 24 who are neither in school nor employed – who wish to build a career in real estate or construction-related fields.

As part of this partnership, EQ Office and their vendors are collaborating with the YouthBuild Compton Chapter located at 1108 Oleander Avenue to transform both the interior and exterior of the YouthBuild Compton location, incorporating the students into the process to provide hands-on mentoring and job training for those interested in construction and building management.

In accordance with current Lease Agreement, the Tenant is not allowed to make any alterations to the leasehold without written approval from the City. Compton YouthBuild is proposing the following tenant alterations and improvements:

1. OUTDOOR IMPROVEMENTS

- a. Install a green wall in the northeast corner of the parking lot to help frame the redesigned entrance to the facility and help define the exterior "flex space"
- b. Create a "flex space" for parking and coordinated outdoor activities and gatherings. This space will be defined by painting a floor graphic (~1000 ft²) that will also aid in providing the entry a touch of color to the entry

- c. The north face of property will be painted to create a branding opportunity and provide a sense of presence
- d. A perforated metal panel will be installed above the entry way to help define the entrance to the facility.
- e. Remove asphalt to create an outdoor seating area would be created to the west of the entrance along with drought tolerant landscaping and pavers to provide a casual lounge area.
- f. Provide river rocks and planting at existing entry door and modify roof drainage as needed

2. INTERIOR IMPROVEMENTS

- a. LOBBY/COLLABORATION AREA
 - i. Remove one classroom to expand the lobby and create a collaboration area
 - ii. Relocate reception to western wall and new desk
 - iii. Convert drop ceiling to open style ceiling with pendant lighting in reception area
 - iv. Install drop ceiling with recessed lighting in collaboration area
 - v. Provide new lounge furniture and work tables and chairs
 - vi. Patch, repair & skim-coat columns/walls affected by demolition
 - vii. Provide new furniture bookcases
 - viii. Install living moss wall
 - ix. Install skylight panels & solar tubes
- b. RELOCATED CLASSROOM/HALLWAY
 - i. Install drop ceiling with recessed lighting
 - ii. Provide new painted walls
 - iii. Install Vinyl Composition Tile
 - iv. Repair damaged ceiling
- c. COMMUNITY ROOM
 - i. Install drop ceiling with recessed lighting
 - ii. Provide new painted walls
 - iii. Remove existing tile floor and replace with sealed and polished concrete
 - iv. Remove drop ceiling and install Provide new 4" high rubber base in work areas
 - v. Install acoustical wall panels
 - vi. Paint murals on walls using local artists
 - vii. Install skylights & solar tubes

FISCAL IMPACT

There is no financial commitment on the part of the City for this project. The improvements have an estimated value of Three Hundred and Fifty Thousand Dollars (\$350,000.00).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS-STREET MAINTENANCE DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO
THE LEASE AGREEMENT WITH ENTRENOUS YOUTH EMPOWERMENT
SERVICES, INC. TO AUTHORIZE TENANT ALTERATIONS TO CITY-
OWNED PROPERTY LOCATED AT THE OLD DOLLARHIDE CENTER AT
1108 NORTH OLEANDER AVENUE AND ACCEPT SAID ALTERATIONS
AND IMPROVEMENTS AS A GIFT TO THE CITY**

WHEREAS, the City of Compton owns certain real property located at 1108 North Oleander Avenue, commonly known as the “Old Dollarhide Center” facility which is a property used as a “shared occupancy” facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals; and

WHEREAS, in accordance with Resolution No. 24,812, adopted by the City Council on July 3, 2018, the City entered in a five (5) year (i.e. August 1, 2018 through July 31, 2023, with two 5-year renewal options) Lease Agreement with EntreNous Youth Empowerment Services, Inc., doing business as Compton YouthBuild (“Tenant”) for exclusive occupation of 9,502 square feet of indoor spaces at the Old Dollarhide Center facility for administrative offices and educational services to administer Compton YouthBuild at a monthly rental amount of \$9,205.00; and

WHEREAS, Compton YouthBuild’s parent company, YouthBuild USA, has partnered with Equity Office Management, LLC (“EQ Office”), which has placed job creation and skills training at the core of its efforts to serve as an economic engine for communities, and in keeping with its mission, has selected YouthBuild USA – the nonprofit support center for nearly 300 YouthBuild programs around the world – as its national community impact partner. EQ Office has committed to help YouthBuild expand the job-skills training, hands-on mentoring and internships it offers to opportunity youth – young adults between the ages of 16 and 24 who are neither in school nor employed – who wish to build a career in real estate or construction-related fields; and

WHEREAS, as part of this partnership, EQ Office and their vendors are collaborating with the YouthBuild Compton Chapter, located at 1108 Oleander Avenue, to transform both the interior and exterior of the YouthBuild Compton location, incorporating the students into the process to provide hands-on mentoring and job training for those interested in construction and building management; and

WHEREAS, in accordance with the current Lease Agreement, the Tenant is not allowed to make any alterations to the leasehold without written approval from the City. Compton YouthBuild is proposing the following tenant alterations and improvements:

1. Outdoor Improvements

- a. Install a green wall in the northeast corner of the parking lot to help frame the redesigned entrance to the facility and help define the exterior “flex space”
- b. Create a “flex space” for parking and coordinated outdoor activities and gatherings. This space will be defined by painting a floor graphic (~1000 ft²) that will also aid in providing the entry a touch of color to the entry
- c. The north face of property will be painted to create a branding opportunity and provide a sense of presence
- d. A perforated metal panel will be installed above the entry way to help define the entrance to the facility.
- e. Remove asphalt to create an outdoor seating area would be created to the west of the entrance along with drought tolerant landscaping and pavers to provide a casual lounge area.
- f. Provide river rocks and planting at existing entry door and modify roof drainage as needed

2. Interior Improvement

- a. Lobby/Collaboration Area
 - i. Remove one classroom to expand the lobby and create a collaboration area
 - ii. Relocate reception to western wall and new desk
 - iii. Convert drop ceiling to open style ceiling with pendant lighting in reception area
 - iv. Install drop ceiling with recessed lighting in collaboration area

- v. Provide new lounge furniture and work tables and chairs
 - vi. Patch, repair & skim-coat columns/walls affected by demolition
 - vii. Provide new furniture bookcases
 - viii. Install living moss wall
 - ix. Install skylight panels & solar tubes
- b. Relocated Classroom/Hallway
 - i. Install drop ceiling with recessed lighting
 - ii. Provide new painted walls
 - iii. Install VCT tiling
 - iv. Repair damaged ceiling
- c. Community Room
 - i. Install drop ceiling with recessed lighting
 - ii. Provide new painted walls
 - iii. Remove existing tile floor and replace with sealed and polished concrete
 - iv. Remove drop ceiling and install Provide new 4" high rubber base in work areas
 - v. Install acoustical wall panels
 - vi. Paint murals on walls using local artists
 - vii. Install skylights & solar tubes

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

WHEREAS, the estimated valuation of the proposed alterations and improvements to the City-owned property at 1108 North Oleander Avenue is Three Hundred and Fifty Thousand Dollars (\$350,000.00) and it is in the best interest of the City of Compton to accept this proposed gift from EnreNous Youth Empowerment Services, Inc., dba Compton YouthBuild.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a second (2nd) amendment to the current five (5) year Lease Agreement with EntreNous Youth Empowerment Services, Inc., dba Compton YouthBuild, to authorize certain proposed Tenant permanent alterations and improvements to indoor spaces leased and occupied by the Tenant and portions of the outdoor property at 1108 North Oleander Avenue, subject to required governmental approvals and permits.

Section 2. That since the proposed alterations and improvements to the City-owned property, located at 1108 North Oleander Avenue, are of a permanent nature, valued by EntreNous Youth Empowerment Services, Inc., dba Compton YouthBuild and Equity Office Management, LLC at approximately Three Hundred Fifty Dollars (\$350,000.00), said alterations and improvements shall be accepted as a gift to the City.

Section 3. That there is no financial obligation on the part of the City and the approved alterations and improvements shall remain upon the expiration or termination of the Lease Agreement.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Attorney, Community Improvement (General Services) and Community Development (Building and Safety) Departments.

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

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

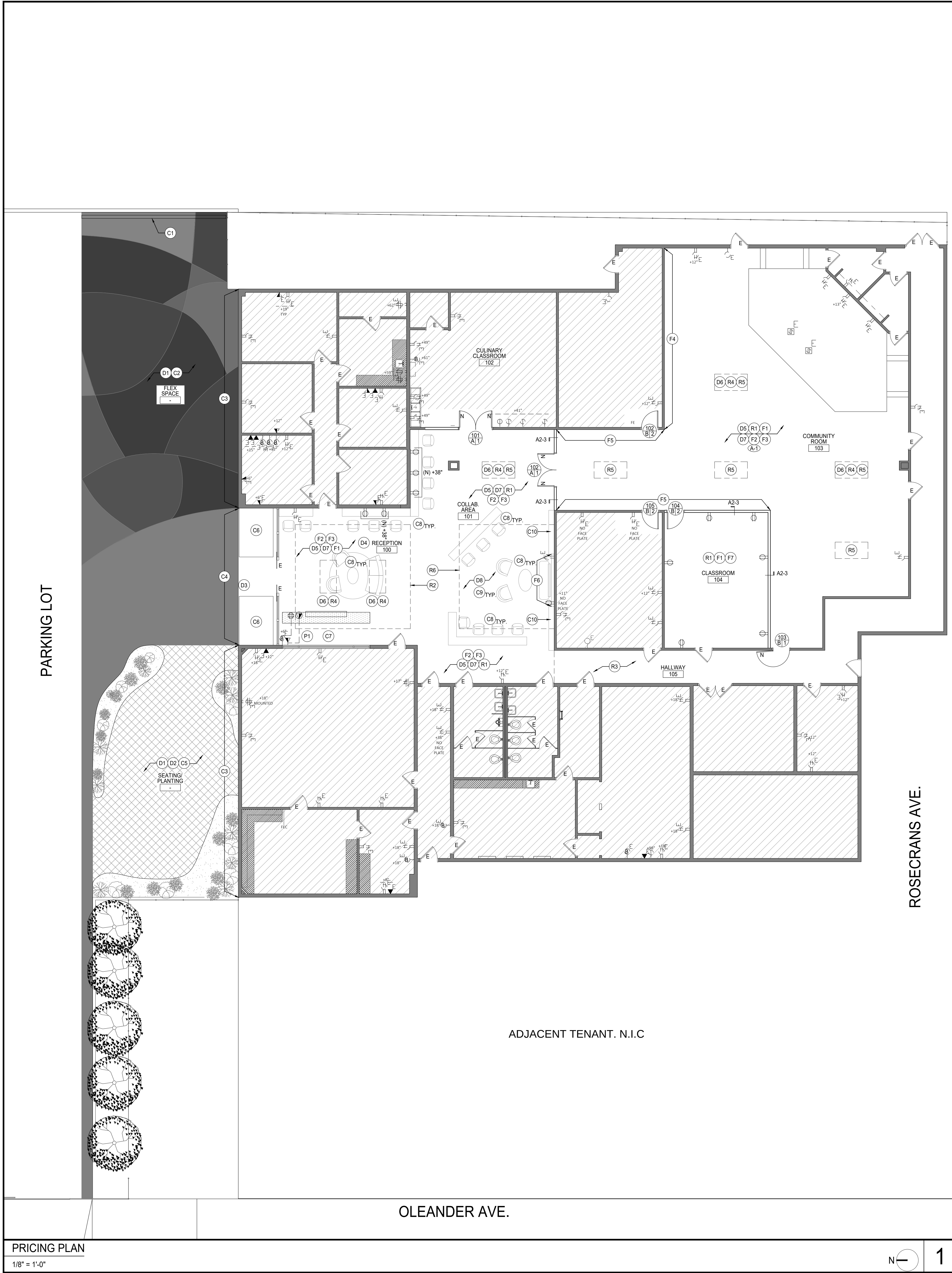
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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



LEGEND

NOT IN PROPOSED SCOPE

EXISTING MILLWORK TO REMAIN

NEW MILLWORK

RELOCATED DOOR

EXISTING DOOR

EXISTING PARTITION TO REMAIN

NEW NON-RATED PARTIAL HEIGHT PARTITION FROM FLOOR SLAB TO 6" ABOVE CEILING

OFFICE 101

ROOM NAME

ROOM NUMBER

DOOR NUMBER

HARDWARE TYPE

DOOR TYPE

6'-0"X8'-0" HEIGHT NON-RATED SOLID CORE WOOD DOUBLE DOOR TO MATCH EXISTING FINISH, FRAME MATERIAL AND FINISH TO MATCH EXISTING. LOCK SET AND HARDWARE TO MATCH EXISTING.

3'-0"X8'-0" HEIGHT SOLID CORE WOOD DOOR TO MATCH EXISTING FINISH AND FIRE-RATING, FRAME MATERIAL AND FINISH TO MATCH EXISTING. LOCK SET AND HARDWARE TO MATCH EXISTING. 180 DEGREE OPEN.

3'-0"X8'-0" SOLID CORE WOOD DOOR TO MATCH EXISTING FINISH AND FIRE-RATING, FRAME MATERIAL AND FINISH TO MATCH EXISTING. CLASSROOM LOCK SET AND HARDWARE TO MATCH EXISTING.

FOR ALL:
R EXISTING TO BE REMOVED AND SALVAGED FOR RELOCATION
E EXISTING TO REMAIN
N NEW

POWER & COMM. LEGEND

SYMBOL	FUNCTION	NOTES
⊕	DUPLEX ELECTRICAL OUTLET	WALL @ ±18" A.F.F., U.O.N.
⊕	QUADRUPLEX ELECTRICAL OUTLET	WALL @ ±18" A.F.F., U.O.N.
⊕GFCI	GROUND FAULT CIRCUIT INTERRUPTER ELECTRICAL OUTLET	WALL @ ±18" A.F.F., U.O.N.
⊕	TELEPHONE AND/OR DATA OUTLET	WALL @ ±18" A.F.F., U.O.N.
⊕	TELEPHONE / DATA OUTLET	FLUSH FLOOR

FOR ALL:
R EXISTING TO BE REMOVED AND SALVAGED FOR RELOCATION
E EXISTING TO REMAIN
N NEW

DRAWING DISCLAIMER

THIS PROGRESS PLAN ISSUED FOR PRELIMINARY PRICING, IS NOT TO BE CONSIDERED COMPLETE. THE CLIENT AND CONTRACTOR UNDERSTAND THE LIMITED INFORMATION PROVIDED IN THIS DELIVERABLE IS IN PROGRESS AND ONLY BE USED TO DETERMINE A ROUGH ORDER OF MAGNITUDE OF PROBABLE COSTS AND NOT FOR FINAL SCOPE NOR BIDDING. PRICING ESTABLISHED THROUGH BUILDING DEPARTMENT APPROVAL AND THE COMPETITIVE BID PROCESSES. WA SHALL ASSIST IN ANSWERING QUESTIONS DURING THIS PHASE AS STIPULATED IN THE CONTRACT TO AID THE CONTRACTOR IN CAPTURING THE SCOPE. WA IS NOT FINANCIALLY RESPONSIBLE FOR GAPS IN SCOPE OR PRICING BASED ON THE INFORMATION PROVIDED IN THIS DELIVERABLE AND IT IS ASSUMED THAT THE CONTRACTOR WILL CAPTURE ITEMS THAT ARE NOT REFLECTED IN THE DRAWINGS. ADDITIONALLY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO HOLD ALLOWANCES FOR ITEMS REQUIRED TO COMPLETE THE SCOPE OF WORK.

REFLECTED CEILING PLAN KEY NOTES

(R1) PROVIDE 2X2 CEILING GRID AND TILE. SPEC. ARMSTRONG ULTIMA, 2X2 TILES AND SUPRAFINE XL GRID TO MATCH EXISTING HEIGHT. PROVIDE NEW 2X4 LED RECESSED LIGHT FIXTURES AS FOLLOWS: (16) FIXTURES IN RECEPTION/COLLAB AREA, (30) IN COMMUNITY ROOM, (6) IN RELOCATED CLASSROOM.

(R2) PROVIDE OPEN CEILING W/ (8) CYLINDER PENDANT LIGHT FIXTURES AND (1) DECORATIVE PENDANT LIGHT FIXTURE IN CENTER OF AREA W/ \$2K ALLOWANCE FOR FIXTURE ONLY.

(R3) REMOVE EXISTING DAMAGED CEILING TILES AND PROVIDE NEW AT EXIT CORRIDOR.

(R4) NEW SKYLIGHT. PROVIDE WATERPROOFING/CRICKETING AT ROOF AS REQUIRED.

(R5) PROVIDE SOLAR TUBES TO CEILING FROM SKYLIGHT. ONE SKYLIGHT TO FEED (2) OR MORE SOLAR TUBES WHERE POSSIBLE.

(R6) NEW DROPPED GYP. BOARD CEILING W/ (12) RECESSED DOWN LIGHTS AND (3) DECORATIVE PENDANT FIXTURES.

FINISH PLAN KEY NOTES

(F1) PROVIDE NEW PAINTED WALLS AT AREAS OF SCOPE.

(F2) PROVIDE SEALED AND POLISHED CONCRETE.

(F3) PROVIDE NEW 4" HIGH RUBBER BASE WITH STRAIGHT PROFILE AT ALL AREAS OF WORK.

(F4) PROVIDE NEW ACOUSTICAL WALL PANELS.

(F5) PROVIDE ALLOWANCE FOR NEW MURAL PAINTED WALLS BY LOCAL ARTIST.

(F6) PROVIDE ALLOWANCE FOR NEW MOSS LIVING WALL.

(F7) PROVIDE NEW VCT TILE TO MATCH EXISTING.

POWER PLAN KEY NOTES

(P1) PROVIDE POWER AND DATA TO RECEPTION DESK FROM WALL WITH WIREMOLD OFR SERIES.

KEY PLAN

OLEANDER AVE.

ROSECRANS AVE.

GENERAL NOTES

- PARTITIONS:** EXISTING PARTITIONS ARE TO REMAIN THRU-OUT U.O.N. DEMO PARTITIONS AS SHOWN ON DEMO PLAN. UPGRADE EXISTING PARTITIONS SHARED WITH ADJACENT SUITES TO FULL HEIGHT IF NOT EXISTING. REMOVE ANY HOOKS AND BOLTS ON EXISTING WALLS AND PATCH. REMOVE ANY EXISTING WALLCOVERING THRU-OUT U.O.N. PREP/PRIME/COAT EXISTING PARTITIONS TO RECEIVE NEW PAINT. PAINT ALL NEW AND EXISTING PARTITIONS THRU-OUT SUITE W/ BUILDING STANDARD PAINT U.O.N.
- DOORS:** EXISTING DOORS ARE TO REMAIN THRU-OUT U.O.N. DEMO OR RELOCATE DOORS AS SHOWN ON PLANS. PROVIDE MISSING HARDWARE & REFURBISH EXISTING AND RELOCATED DOORS FOR "AS-NEW" CONDITION THROUGH WORK AREA. PROVIDE NEW DOOR ASSEMBLIES TO MATCH EXISTING AS SHOWN ON PLAN.
- POWER & COMMUNICATIONS:** EXISTING POWER & COMMUNICATIONS OUTLETS ARE TO REMAIN THROUGHOUT U.O.N. REWORK ELECTRICAL CIRCUITING AS REQUIRED. EXISTING TELEPHONE BACKBOARD IS TO REMAIN. DEMO EXISTING POWER & COMMUNICATIONS OUTLETS ON DEMO WALLS. DISCONNECT POWER TO NEAREST J-BOX AND REMOVE ALL UNUSED CABLE. PROVIDE CONDUIT STUB-UP 6" ABOVE CEILING W/ 1" PULL WIRE FOR ALL NEW COMMUNICATIONS OUTLETS. ELECTRICAL ENGINEERING TO BE DESIGN-BUILD BY GENERAL CONTRACTOR. REPLACE ANY BROKEN OUTLET COVER PLATES W/ NEW TO MATCH EXISTING. TENANT TO PROVIDE TELEPHONE & COMPUTER CABLES TO CODE. G.C. TO COORDINATE ELECTRICAL REQUIREMENTS W/ BUILDING ENGINEER. ALL ELECTRICAL WORK TO BE PRICED TO COMPLY WITH CURRENT CBC TITLE 24 REGULATIONS AS REQUIRED BY CODE.
- CONTROLLED RECEPTACLES:** 120V RECEPTACLES IN OFFICES, RECEPTION, CONFERENCE ROOMS, KITCHENS AND COPY ROOMS SHALL HAVE CONTROLLED RECEPTACLES IN ACCORDANCE W/ CURRENT TITLE 24 REQUIREMENTS. CONTROLLED FURNITURE TO BE INTERCONNECT W/ LIGHTING CONTROLS PER TITLE 24.
- CEILING:** EXISTING CEILING TO REMAIN THROUGHOUT U.O.N. PATCH/REPAIR AS NEEDED IN REMODEL AREAS. PROVIDE ALLOWANCE TO REPLACE DAMAGED CEILING TILES AS REQUIRED. REWORK EXISTING HVAC PER NEW WALL LAYOUT & CURRENT CODE. MECHANICAL ENGINEERING TO BE DESIGN-BUILD BY GENERAL CONTRACTOR. PROVIDE AND INSTALL NEW HVAC ZONES IF REQUIRED PER BUILDING STANDARD SPECIFICATIONS. PROVIDE SEPARATE HVAC ZONE FOR SERVER ROOM. COORDINATE HVAC REQUIREMENTS WITH BUILDING ENGINEER.
- LIGHTING:** EXISTING LIGHT FIXTURES ARE TO REMAIN THRU-OUT U.O.N. RELOCATE EXISTING LIGHT FIXTURES & PROVIDE NEW TO MATCH EXISTING PER NEW WALL LAYOUT IN AREA OF WORK AS REQUIRED. EXISTING SWITCHING TO REMAIN. PROVIDE NEW SWITCHING AS REQUIRED PER NEW LAYOUT. REWORK ELECTRICAL CIRCUITING AS REQUIRED. REWORK EXISTING OR PROVIDE NEW EXIT SIGNS AND EMERGENCY LIGHTS AS REQUIRED BY CODE. LIGHTING ACTIVATION TO BE VIA OCCUPANCY SENSOR AND / OR DAYLIGHT SENSOR PER TITLE 24. ALL LIGHTING WORK TO BE PRICED TO COMPLY WITH CURRENT CBC TITLE 24 ENERGY REGULATIONS AS REQUIRED BY CODE. PRICING TO INCLUDE ALL LIGHTING CONTROLS AS REQUIRED TO COMPLY WITH CURRENT CBC TITLE 24 ENERGY REGULATIONS.
- FLOORING:** EXISTING FLOORING & BASE ARE TO REMAIN THROUGHOUT U.O.N. PREP FLOORS AS REQUIRED TO RECEIVE NEW FINISHES. PROVIDE & INSTALL NEW BUILDING STANDARD CARPET & 4" RUBBER BASE THROUGHOUT U.O.N. PROVIDE & INSTALL NEW BUILDING STANDARD VCT FLOORING AND RUBBER BASE IN LOUNGE AND SERVER ROOM.
- EXISTING BLINDS AT EXTERIOR WINDOWS** ARE TO REMAIN THROUGHOUT WORK AREAS. PROVIDE MISSING AS REQUIRED. VERIFY CONDITION, REPLACE MISSING / DAMAGED PARTS.
- UPGRADE FIRE-LIFE-SAFETY SYSTEM** TO CURRENT CODE REQUIREMENTS AS REQUIRED. F.L.S. TO BE DESIGN BUILD BY GENERAL CONTRACTOR.
- ALL FURNITURE** SHOWN TO BE PROVIDED AND INSTALLED BY TENANT U.O.N.
- DIMENSIONS SHOWN** ARE APPROXIMATE AND SUBJECT TO FIELD VERIFICATION. W.A.I. HAS NOT FIELD VERIFIED THE AREA OF WORK. SQUARE FOOTAGES OR PERFORMED A VISUAL INSPECTION TO CONFIRM THAT CURRENT SITE CONDITIONS ARE ACCURATE AND THIS SPACE PLAN IS SOLELY BASED ON BACKGROUND DRAWINGS PROVIDED BY OTHERS. THIS DRAWING SHALL BE USED FOR REFERENCE ONLY.
- PROPOSED PLAN** IS SUBJECT TO BUILDING AND FIRE DEPARTMENT REVIEW AND APPROVAL.

DEMOLITION KEY NOTES

(D1) REMOVE PARKING STRIPING AND WHEEL CURBS FROM SPACES SHOWN. ACCESSIBLE PARKING TO BE REPLACED IN REMAINING PARKING SPACES AS REQUIRED BY ACCESSIBLE CODE.

(D2) REMOVE EXISTING ASPHALT PAVING FROM THIS AREA AND PREP TO RECEIVE NEW LANDSCAPING AND PAVERS.

(D3) REMOVE EXISTING ENTRANCE SECURITY GATE.

(D4) REMOVE EXISTING RECEPTION DESK AND MILLWORK. REMOVE EXISTING PARTITIONS AROUND EXISTING RECEPTION DESK.

(D5) REMOVE CEILING GRID AND LIGHTING. PREP AREA TO RECEIVE NEW SUSPENDED ACOUSTICAL CEILING AND GYP. BOARD CEILING AS SHOWN. AT OPEN CEILING AREA IN RECEPTION PROVIDE ALLOWANCE TO CLEAN UP EXISTING PLENUM SPACE, WIRING/CONDUITS, PLUMBING AND DUCTS TO RUN PERPENDICULAR OR PARALLEL TO WALLS AS BEST AS POSSIBLE WITHOUT MODIFYING THE SYSTEMS.

(D6) CUT OUT EXISTING ROOF TO ALLOW FOR NEW SKYLIGHT. REROUT ANY MEP ITEMS IN PLENUM SPACE IN AREA OF NEW SKYLIGHT. PROTECT INTEGRITY OF EXISTING STRUCTURE.

(D7) REMOVE EXISTING FLOOR TILE/FINISH AND PREP TO RECEIVE NEW FINISH.

(D8) REMOVING EXISTING CLASSROOM WALLS, CEILING, POWER/DATA, AND FINISHES. CLASSROOM TO BE RELOCATED AS SHOWN ON PLAN.

CONSTRUCTION KEY NOTES

(C1) PROVIDE GREEN WALL AT EST EDGE OF THE PROPERTY. HEIGHT TO MATCH EXISTING BUILDING HEIGHT. PROVIDE APPROPRIATE SUBSTRUCTURE AS REQUIRED BY MANUFACTURER.

(C2) PROVIDE PAINTED FLOOR GRAPHIC ON EXISTING ASPHALT PAVEMENT. CLEAN AND PREP ASPHALT AS NEEDED.

(C3) PAINT EXTERIOR ENTRY WALLS AS SHOWN ON PRESENTATION RENDERING WITH DARK COLOR PAINT AND BRANDING LETTERING.

(C4) PROVIDE NEW TUBE STEEL FRAMING WITH CUSTOM PERFORATED PANELS ABOVE ENTRY DOOR. G.C. TO VERIFY BEST ATTACHMENT TO EXISTING FRONT SLOPING ROOF AND EXTERIOR WALLS TO AVOID MAJOR DRAINAGE MODIFICATIONS. MODIFY ROOF AND DRAINAGE AS NEEDED.

(C5) PROVIDE NEW LANDSCAPE AREA WITH OUTDOOR SEATING.

(C6) PROVIDE NEW RIVER ROCKS AND PLANTING AT EXISTING ENTRY LANDSCAPE AREAS. RE-WORK EXISTING ROOF DRAIN DAYLIGHTING AS NEEDED TO AVOID RAIN WATER PUDDLING IN FRONT OF ENTRY DOORS.

(C7) PROVIDE NEW RECEPTION DESK WITH PLASTIC LAMINATE FINISH AND SOLID SURFACE COUNTER TOP AT 34" A.F.F. HEIGHT WITH TRANSACTION TOP.

(C8) PROVIDE NEW LOUNGE FURNITURE AND WORK TABLES AND CHAIRS AT RECEPTION/COLLAB. AREA.

(C9) PATCH, REPAIR & SKIM-COAT GYP. BD. AT (E) COLUMNS & PARTITIONS AFFECTED BY DEMOLITION.

(C10) PROVIDE NEW FURNITURE BOOKCASES.

ALTERNATE PRICING KEY NOTES

(A-1) PROVIDE ALTERNATE PRICING FOR LVT FLOORING AT \$3.00/S.F.

(A-2) PROVIDE ALTERNATE PRICING FOR NEW AREA RUG AT DROP GYP. BD. CEILING AREA AND RECEPTION FURNITURE.

SCHEDULE NOTES

- EQUIPMENT TO BE PROVIDED BY THE CLIENT AND INSTALLED BY THE CLIENT'S VENDOR. GENERAL CONTRACTOR TO PROVIDE POWER AND DATA AS REQUIRED.
- APPLIANCES TO BE PROVIDED AND INSTALLED BY THE GENERAL CONTRACTOR. GENERAL CONTRACTOR TO PROVIDE POWER AND DATA AS REQUIRED.
- PLUMBING FIXTURES TO BE PROVIDED BY GENERAL CONTRACTOR. GENERAL CONTRACTOR TO PROVIDE WATER, POWER AND DATA AS REQUIRED.

CLIENT APPROVAL BY:

SIGNATURE: _____ DATE: _____

The above drawings, specifications, ideas, designs and arrangements represented therein are and shall remain the property of the designer, and no part thereof shall be copied, disclosed to others or used in connection with any work or project other than the specified project for which they have been prepared and developed without the written consent of the designer. Visual contact with these plans or specifications shall constitute conclusive evidence of acceptance of these restrictions.

Written dimensions on these drawings shall have precedence over scaled dimensions. Contractor shall verify and be responsible for all dimensions and conditions shown on the job and this office must be notified of any variations from the dimensions and conditions shown by these drawings. Shop details must be submitted to this office for approval before proceeding with fabrication.

PROJECT NO: 21-3975-1

DRAWN BY: WB **CHECKED BY:** JH

PROJECT MANAGER: JH

DRAWING SCALE: AS NOTED

SHEET SIZE: 30x42

DRAWING TITLE: PROGRESS PLAN

SHEET NO: PRP-1

NORTH VIEW

KEYNOTES

1

We propose locating a green wall at the east edge of the property. This wall will give a termination to the visual line of site and frame the main entry into the space.

2

Located in front of the green wall we would create an exterior flex space. This could be used for outdoor activities, parking, and gatherings. A graphic would identify this zone and give then entry a punch of color.

3

The north elevation could be painted a subdued color while still providing a substantial branding opportunity. This would create a sense of presence in a cost effective manner.

4

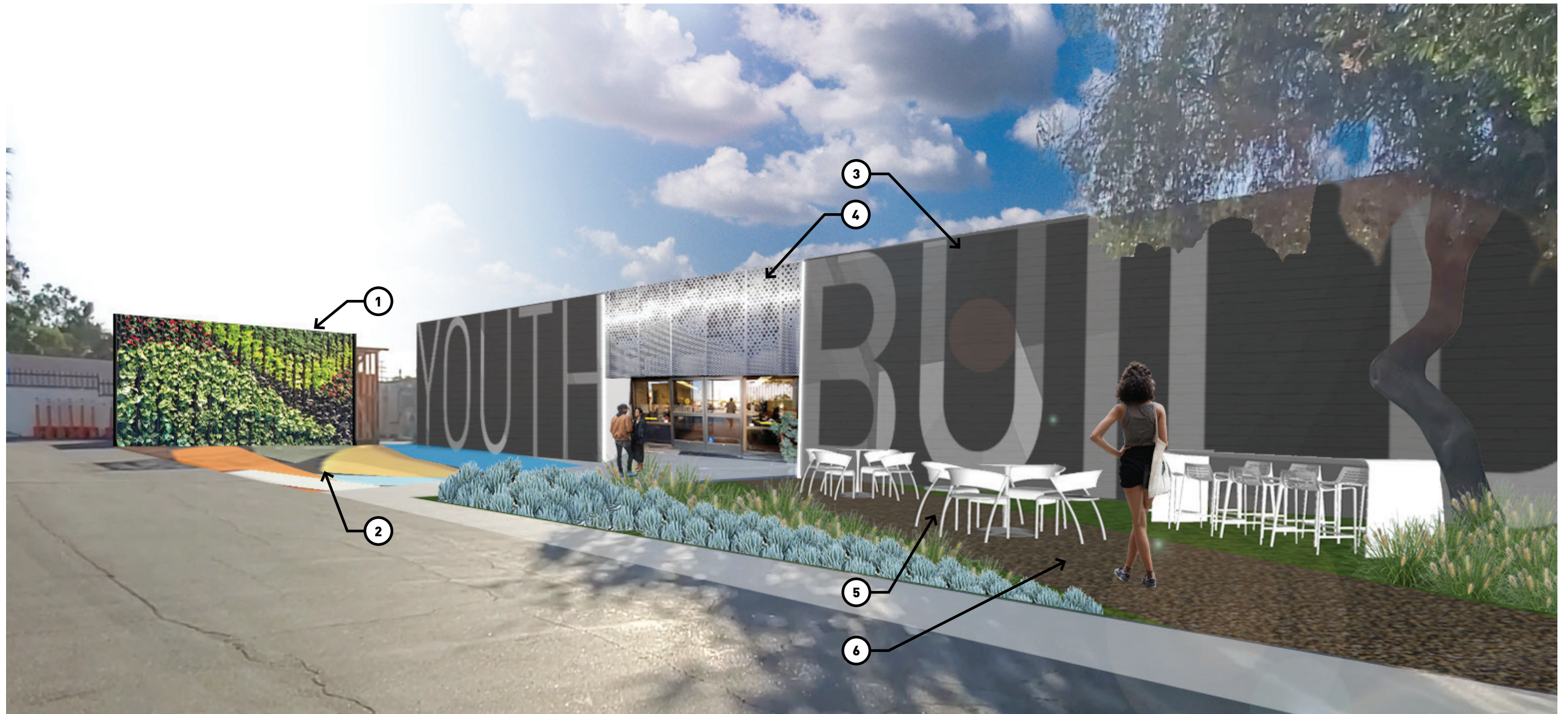
At the entry we propose framing above the doorway with a custom perforated panel. This would identify the entrance while bringing a unique material to the elevation.

5

An outdoor seating area would be located directly next to the main entry. this area is different from the flex space as it would be dedicated to seating and gatherings.

6

A landscaped zone would soften the seating area and create a break at teh main entrance from the parking lot material.



Dear Compton City Council Members:

EQ Office, a U.S. office portfolio company wholly owned by Blackstone's real-estate funds, owns and manages properties spanning from coast to coast and sidewalk to skyline. We've built our company with a deep sense of responsibility to those we affect every day, starting with our people, customers, partners and neighbors across the country.

EQ has placed job creation and skills training at the core of its efforts to serve as an economic engine for communities. In keeping with its mission to help companies attract, retain and inspire talent, EQ selected YouthBuild USA – the nonprofit support center for nearly 300 YouthBuild programs around the world – as its national community impact partner. EQ has committed to help YouthBuild expand the job-skills training, hands-on mentoring and internships it offers to opportunity youth – young adults between the ages of 16 and 24 who are neither in school nor employed – who wish to build a career in real estate or construction-related fields.

As part of this partnership, EQ Office and their vendors are collaborating with the YouthBuild Compton chapter located at 1108 Oleander to transform both the interior and exterior of the YouthBuild Compton building, incorporating the students into the process to provide hands-on mentoring and job training for those interested in construction and building management.

EQ Office is thrilled to have the opportunity to redesign the YouthBuild Compton building in collaboration with the YouthBuild students of Compton. Our hope is to ensure the physical exterior and interior of the building inspires current and future YouthBuild students to do their best work, and find and pursue career pathways that make use of their many talents.

EQ Office is proudly partnering with:

- **Tim Jones** (Project Manager)
 - President, CTJ Engineering and Construction Services, Inc.
- **Bee Communications**
 - Install Low Voltage Voice & Data cabling in an office environment in commercial buildings.
 - Provide Riser Management services in commercial buildings.
- **Bentley**
 - For more than 40 years, Bentley Mills, Inc. has defined design, color, quality, and customer service in the commercial carpet industry. Bentley is consistently recognized for leadership in design, performance, and customer service to the architecture and interior design community. And as California's only commercial carpeting company, Bentley is committed to sustainable commerce and social responsibility.
- **DFS**
 - DFS Flooring's mission is to inspire the human spirit through their passion of enhancing the foundation of our environment with the color, texture, and design of commercial flooring solutions without leaving an environmental impact for generations to come
- **R-Doors Inc**
 - R-Doors, Inc. was established in 2003, and their main priority has always been customer satisfaction, therefore they are constantly up to date with door standards, training and Safety equipment in order to provide the best service.
- **Vallee Electric**

- Servicing the Los Angeles, Ventura and Orange counties, Vallee Electric specializes in tenant improvements, restaurants, hotels, motor control centers and infrared survey and corrections. Vallee Electrical Services, Inc. has established a reputation of well-built projects at a reasonable cost with great supervision, safety and excellent workmanship.
- **Fire Safety & Solutions (FS&S)**
 - Fire Safety & Solutions LLC is located in Culver City, CA, United States and is part of the Electrical Contractors Industry
- **Holwick Constructors**
 - Holwick Constructors is committed to producing timely, budget-conscious construction projects that exceed their clients' expectations. Safety is the top priority at every job site they manage. Holwick Constructors has an in-depth OSHA safety program administered by Costello Safety Consulting, Inc. The program performs weekly on-site safety checks and works closely superintendents to ensure a safe working environment.
- **Rountree Glass**
 - Rountree Glass is a commercial only glass installation company, specializing in complex projects demanding multiple materials and have experience working with all of today's safety, decorative, privacy and partitioning solutions. One of the largest commercial glass companies in the western United States, Rountree has built a reputation for reliability, service, responsiveness and expense management.
- **Air Conditioning Solutions**
 - Air Conditioning Solutions (ACS) Inc. is a full service commercial and industrial air conditioning company. ACS offers a wide variety of services to maintain your buildings system at peak performance and reduce energy consumption, extending the life of your equipment, reducing energy and maintenance costs, and saving you money.
- **Brightview**
 - The nation's leading commercial landscape company. Brightview takes pride in delivering consistently excellent results for clients across the country, throughout the lifecycle of their landscapes.
- **Mover Services, Inc**
 - MSI is one of the leading commercial furniture and relocation specialists in the Southern California region. From office move consulting and packing to transportation and delivery, MSI offers comprehensive moving services for businesses small and large
- **Duggan & Associates**
 - Established in 1989, collaborate with property managers and general contractors, Painting, wall covering, wood refinishing, drywall, caulking
- **Men at Work**
 - Parking lot repairs/maintenance
- **Ike Plumbing**
 - Plumbing contractor
- **Terminal Hardware**
 - Terminal Hardware has been in business since 1949, building relationships with commercial, high-rise buildings and professionals.
- **Able Engineering**
 - Operating over one billion square feet across the USA, Able provides janitorial services, operations management and maintenance engineering, backed with over 90 year of experience.
- **Wolcott**
 - Wolcott Architecture is Los Angeles' leading boutique firm and is ranked as one of the top 10 design firms in the country.
- **Omega**
 - Omega is a full-service environmental management and hazardous materials consulting firm recognized for its responsiveness, excellent client service, reliability and effectiveness for regulatory

compliance. Omega works in a variety of project settings and their experts have experience in assessment, remediation, demolition, restoration and construction. The staff mitigates the hazardous materials component of a project and facilitates construction.

Our plans for repositioning the building are attached to this letter, and we appreciate your consideration in supporting expedited review of these plans. Our goal is to complete our work (or at least any work that would be disruptive to the students' learning experience) before August 1, 2021.

Thank you for your consideration,

EQ Office

Represented by:

Jason Bouthilette

Joanie Edgerly

Lisa Foyston

Marlene Gomez

Diana Hernandez

Katrina Jones

Mark Metzger

Zack Osbourne

Elizabeth Salazar

Sean Walsh

April 21, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY MANAGER OF THE CITY
COMPTON REQUESTING SUPPORT FOR SB 796
(BRADFORD) RETURNING 'BRUCE'S BEACH' TO THE
DESCENDANTS OF ITS AFRICAN AMERICAN PURCHASERS**

SUMMARY

Staff is requesting for City Council to support the SB 796 (Bradford) Returning "Bruce's Beach" to the descendants of its prior owners.

BACKGROUND

Bruce's Beach was one the first owned and operated beach resort by and meant for African Americans. The creators of this establishment was made possible by Charles and Willa Bruce a young black couple that was able to bring a beach experience to those that were not afforded it at other beaches. Due to the times of ongoing racial injustice and systemic racism the success of the Bruce Family and the resort that was created for African Americans would be short lived. Under false pretenses during the 1920s, Manhattan Beach officials took over the resort using eminent domain and forced the owners off of their land. While losing this beach the nearest opportunity for African Americans to enjoy a beach similar would be at Pavilion on 34th Street in Santa Monica and Pacific Beach Club in Orange County.

The site would remain empty for decades until the 1960s. During this time the section of land would be used as a park and would be renamed many times. In 2007, it was ceremoniously renamed 'Bruce's Beach'. Today, the beachfront property that the Bruce family purchased in 1912 for \$1,225 is now worth \$75 million dollars.

SB 796 (Bradford) proposes to amend Section 5002.6 of the Public Resources Code, relating to state parks. This bill would exclude specified property located in Manhattan State Beach, which is known as "Bruce's Beach," from the requirement that the property be used only for public recreation and beach purposes in perpetuity and from those specified restrictions.

The bill would authorize the property to be sold, transferred, or encumbered upon terms and conditions determined by the Board of Supervisors of the County of Los Angeles to be in the best interest of the county and the general public. The bill would require the Director of Parks and Recreation, on or before June 30, 2022, to execute an amendment to a specified deed that incorporates the exclusion of that property from those restrictions.

STATEMENT OF THE ISSUE

Staff request that the City Council support SB 796, and commends Senator Steven Bradford and the coauthors for introducing it. We also commend those that have been fighting to “undo” this injustice for decades.

ALTERNATIVE

City Council may choose to not support SB 796 (Bradford).

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
SUPPORTING SB 796 (BRADFORD) RETURNING 'BRUCE'S BEACH' TO THE
DESCENDANTS OF ITS 1912 PURCHASERS**

WHEREAS, in 1912 Bruce's Beach was one of the first owned and operated beach resort by and meant for African Americans; and

WHEREAS, the creators of this establishment was made possible by Charles and Willa Bruce a young black couple that was able to bring a beach experience to those that were not afforded it at other beaches; and

WHEREAS, due to the times of ongoing racial injustice and systemic racism the success of the Bruce Family and the resort that was created for African Americans would be short lived; and

WHEREAS, during the 1920s Manhattan Beach officials took over the resort using eminent domain and forced the owners off of their land; and

WHEREAS, the nearest opportunity for African Americans to enjoy a beach similar to Bruce's Beach would be at Pavilion on 34th Street in Santa Monica and Pacific Beach Club in Orange County; and

WHEREAS, the site would remain empty for decades and Manhattan Beach would not have any reason for the claiming the property known as Bruce's Beach until the 1960s; and

WHEREAS, in 2007, it was ceremoniously renamed 'Bruce's Beach'; and

WHEREAS, SB 796 (Bradford) proposes to improve the Public Resources Code relating to state parks and exclude specified property located in Manhattan State Beach, which is known as "Bruce's Beach," from the requirement that the property be used only for public recreation and beach purposes in perpetuity and from those specified restrictions; and

WHEREAS, the bill would authorize the property to be sold, transferred, or encumbered upon terms and conditions determined by the Board of Supervisors of the County of Los Angeles to be in the best interest of the county and the general public; and

WHEREAS, the bill would require the Director of Parks and Recreation, on or before June 30, 2022, to execute an amendment to a specified deed that incorporates the exclusion of that property from those restrictions.

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

Section 1. That the City of Compton supports SB 796 (Bradford), commends Senator Steven Bradford and urges the passage of this Legislation.

Section 2. That certified copies of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk and Senator Steven Bradford's Office.

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

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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