REGULAR MEETING AGENDA
CITY COUNCIL AND SUCCESSOR AGENCY OF THE CITY OF COMPTON

TUESDAY – SEPTEMBER 7, 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/84494791924?pwd=emRXaTlUa1dIYjlEWHdBR1FBR3AwQT09
Compton Zoom meeting call-in telephone number:1-669-900-6833
Compton Zoom ID:844 9479 1924
Compton Zoom Passcode: 030482

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/84494791924?pwd=emRXaTlUa1dIYjlEWHdBR1FBR3AwQT09

Meeting ID: 844 9479 1924
Passcode: 030482
Call In: 1-669-900-6833

COMPTON CITY COUNCIL
AGENDA
09/7/2021
5:30 PM

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

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

CALL TO ORDER

ROLL CALL

WORKSHOP

4:00 p.m. - INVESTMENT OPTIONS FOR THE CITY'S PENSION FUND

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

CLOSED SESSION – 4:30 p.m.

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Luis Antonio Lara Palacios v. City of Compton (LASC Case No. 20STCV31815)
Margarita Martinez v. City of Compton (LASC Case No. 19STCV07684)
Pursuant to California Government Code Section 54956.9(a)

PUBLIC EMPLOYEE APPOINTMENT (TEMPORARY)
Title: City Manager
Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Initiation of litigation
Pursuant to subdivision (c) of Section 54956.9: 1 potential case

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

1. Robert Jackson, Deputy for LA County Board of Supervisor Holly Mitchell

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

2. JULY 06, 2021
JULY 08, 2021
JULY 13, 2021
JULY 20, 2021

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

3. INVESTMENT REPORT - JULY 31, 2021 (RECEIVE AND FILE)

CITY CLERK

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2021-2022 ($35,500)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2021-2022 ($35,000)

CITY MANAGER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2021-2022 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND, FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79)

7. 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 A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON HOUSING SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON ($13,500)

HUMAN RESOURCES

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING THE AMENDED CLASSIFICATION SPECIFICATION FOR THE POSITION OF METER READER

PUBLIC WORKS DEPARTMENT

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SERVICE FIRST COMMERCIAL POOL SYSTEMS FOR MAINTENANCE SERVICE OF THE GONZALES AND LUEDERS PARKS POOLS ($44,000)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2018-2019 ($92,750)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENT 2021-2022 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO UNIFIRST FOR UNIFORM SERVICES FOR THE PARATRANSIT DRIVERS ($2,000.00)

WATER DEPARTMENT

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK HOLDING COMPANY LLC FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2021-2022 ($44,885.80)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES/DELINQUENCIES AND ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2021-2022

REGULAR AGENDA

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

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

AUDIT AD HOC COMMITTEE
AD HOC FINANCE COMMITTEE

MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES REPRESENTATION

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

COMMISSIONER LILLIE P. DARDEN
COMPTON TAXPAYER COMMISSION (MEASURE P)

CITY MANAGER'S REPORT

16. TRAVEL REQUEST TO THE CALIFORNIA CONTRACT CITIES ASSOCIATION 2021 FALL EDUCATIONAL SUMMIT - SEPTEMBER 17-19, 2021 - INDIAN WELLS, CA (ACTION ITEM)

17. ORAL REPORT - UPDATE ON RECREATION DEPARTMENT AND REOPENING OF CITY PARKS

NEW BUSINESS

18. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2021-2022

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT POWERS AGREEMENT (JPA) WITH PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) TO EXERCISE JOINTLY POWERS COMMON TO THE MEMBERS OF THE JPA

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES ASSOCIATION/AFSCME LOCAL 2325 TO AMEND ARTICLE 40 MEMORANDUM OF AGREEMENT

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2021-2022 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS, AND AMENDING THE EXISTING PERSONNEL SUMMARY

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORK'S 2021-2022 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($342,300)

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO RECEIVE, APPROPRIATE AND ALLOCATE FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE AMERICAN RESCUE PLAN (ARP) ACT OF 2021 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES CONTINUUM OF CARE – LOS ANGELES HOMELESS SERVICES AUTHORITY ($987,912)

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE ROSECRANS AVENUE/ATLANTIC AVENUE & ARTESIA BOULEVARD/SANTA FE AVENUE INTERSECTION IMPROVEMENTS

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KOA TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($353,234)

26. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR RALPH ANDERSON & ASSOCIATES TO CONDUCT AN EXECUTIVE RECRUITMENT FOR THE POSITION OF CITY MANAGER ($32,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/14/2021 @ 5:30 PM

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

JULY 6, 2021

The Compton City Council meeting was called to order at 5:11 p.m. by Mayor Emma Sharif. The Council Members participated in the meeting through Zoom Teleconference due to the existence of the coronavirus pandemic.

ROLL CALL

Council Members Present – I. Galvan, J. Bowers, Mayor E. Sharif
Council Members Absent – Chambers *(Joined the meeting during closed session)*

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

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CLOSED SESSION AGENDA ITEM

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Bryan Batiste v. City of Compton (LASC Case No. 19STCV17714)
In the Matter of the Claim of Rakeem Chadwick v. City of Compton
Rakeem Chadwick v. City of Compton
In the Matter of the Claim of Brooklyn Dixon, a minor, by and through her Guardian Ad Litem, Wonda L. Hale v. City of Compton
In the Matter of the Claim of Harlem Chadwick, a minor, by and through her Guardian Ad Litem, Wonda L. Hale v. City of Compton
Pursuant to Government Code Section 54956.9

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Significant exposure to litigation
One (1) potential case
Pursuant to Government Code Section 54956.9 (b)

CONFERENCE WITH LABOR NEGOTIATOR
Agency Negotiator: Damon M. Brown
Unrepresented employee: City Manager
Pursuant to Government Code Section 54957.6

PUBLIC COMMENTYS ON AGENDA ITEMS ONLY

Robert Ray welcomed Mayor Sharif and Councilmember Bowers to the Dias. Mr. Ray commented that Bryan Batiste should never have been terminated and must be reinstated as Deputy Fire Chief, even though the position is not in the budget.

City Attorney Damon Brown requested a closed session to discuss conference with legal counsel regarding: Bryan Batiste v. City of Compton (LASC Case No. 19STCV17714); In the Matter of the Claim of Rakeem Chadwick v. City of Compton; Rakeem Chadwick v. City of Compton; In the Matter of the Claim of Brooklyn Dixon, a minor, by and through her Guardian Ad Litem, Wonda L. Hale v. City of Compton; In the Matter of the Claim of Harlem Chadwick, a minor, by and through her Guardian Ad Litem, Wonda L. Hale v. City of Compton, pursuant to Government Code Section 54956.9. Attorney Brown also requested a conference with legal counsel regarding Significant exposure to litigation - One (1) potential case, pursuant to Government Code Section 54956.9 (b); in addition to a conference with Labor Negotiator - Agency Negotiator: Damon M. Brown and unrepresented employee: City Manager, pursuant to Government Code Section 54957.6.

On motion by Galvan, seconded by Mayor Sharif (who stepped from the Chair) Council recessed to closed session at 5:16 p.m. by the following vote on roll call:

AYES: **Council Members – Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Chambers**

RECONVENE TO OPEN SESSION

It was moved by Chambers, seconded by Mayor Sharif (who stepped from the Chair) the Council reconvened at 8:58 p.m. by the following vote on roll call:

Councilmembers Present: **Chambers, Bowers, Sharif**
Councilmembers Absent: **Galvan** *(Re-joined the meeting at 9:11 p.m.)*

REPORT OUT OF CLOSED SESSION

City Attorney Damon Brown reported out that a closed session was held for a conference with legal counsel regarding Bryan Batiste v. City of Compton (LASC Case No. 19STCV17714) ---no reportable action taken. In the Matter of the Claim of Rakeem Chadwick v. City of Compton; In the Matter of the Claim of Brooklyn Dixon, a minor, by and through her Guardian Ad Litem, Wonda L. Hale v. City of Compton; In the Matter of the Claim of Harlem Chadwick, a minor, by and through her Guardian Ad Litem, Wonda L. Hale v. City of Compton, pursuant to Government Code Section 54956.9—the submission of a late claim was rejected by a vote of 4 to 0 of the City Council.

Attorney Brown also reported that with respect to a conference with legal counsel regarding Significant exposure to litigation - One (1) potential case, pursuant to Government Code Section 54956.9 –no reportable action taken.

City Attorney Brown further reported that in the matter of a conference with labor negotiator Damon M. Brown and unrepresented employee: City Manager—the City Councilmembers present, by a vote of 3 affirmative votes and 0 negative votes, approved a contract extension of the City Manager's current contract for one year, including the following to increase in benefits; (1) personal leave days under the contract that are approved may be carried over to the next calendar year and (2) the accumulation of vacation days has increased from 15 to 20 hours per month.

5:40 P.M. - PUBLIC HEARING - PROPOSED AMENDMENTS TO PARKING METER ORDINANCE; INCREASE PARKING METER RATES (Item #7)

On motion by Chambers, seconded by Mayor Sharif (who stepped from the Chair), the public hearing was re-scheduled for July 13, 2021, at 5:45 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

6:00 P.M. - PUBLIC HEARING - PROPOSED STREET VACATION OF A PORTION OF NORTH WILLOW AVENUE, A PUBLIC RIGHT-OF-WAY APPROXIMATELY 40 FEET BY 135 FEET, LOCATED AT THE "T" INTERSECTION OF COMPTON BOULEVARD AND WILLOW AVENUE BETWEEN THE 500 AND 600 BLOCKS OF COMPTON BOULEVARD ***(Hearing cancelled – reschedule for a later date)***

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA MATTERS

Robert Ray commented that the City Manager's contract extension should not be approved and added that the City Manager has cost the City too much money, and he has not addressed critical issues facing the City. Mr. Ray also addressed the issue of illegal fireworks and firebombs in the City and indicated that the Compton Sheriffs promised special patrol for the 4th of July, however, many calls made to the Sheriff's by the residents went unanswered. Mr. Ray then asserted that it is time for a new Captain at the Compton Sheriff's Station.

Adolpho Varas Executive Director of the Latino Chamber of Commerce, congratulated Mayor Emma Sharif on her election and added that he is looking forward to her leadership in moving the City in the right direction. Mr. Varas also commended Councilmember Chambers for attending the first LGBTQ Community Town Hall meeting and urged her to continue advocating for the LGBTQ community. Mr. Varas invited the community to attend the Compton's Mercadito on July 31, 2021, at Tomorrow's Aeronautical Museum, 961 West Alondra Blvd. from 10:00 a.m. until 5:00 p.m.

Mel Bailey, II addressed the City Council regarding agenda item number 5 (naming Councilman Galvan as Mayor Pro Tem) and indicated that the Councilman is rarely in attendance at the Council meetings and does not properly represent the people of his District. Mr. Bailey then spoke in support of City Manager Cornwell, who has been very helpful in addressing the concerns and needs of the community. Mr. Bailey also commended the City's Fire Department for their quick response to an emergency but indicated that the Compton Sheriffs have been unresponsive to the fireworks bombs being set off in the community. He concluded by urging the Council to restore Code Enforcement to assist with improving the City.

Elias Acevedo, President of the Latino Chamber of Commerce, congratulated the newly elected and re-elected Councilmembers and offered his best wishes on improving the City. Mr. Acevedo urged the City Council not to approve the City Manager's contract extension.

Mark Smith congratulated Councilman Bowers and City Treasurer Mims on their elections and further commented that he is appalled that the City Manager's contract is continuing to be discussed. Mr. Smith indicated that the City is in disarray and added that public safety and the City's finances should be the Council's primary focus. Mr. Smith further offered that the citizens have spoken and they demand that the City of Compton be improved and enhanced.

Barbara Calhoun, former City Councilmember, congratulated the newly elected and re-elected member on the Dias and urged the elected officials to work together in harmony. Ms. Calhoun spoke in favor of extending City Manager Cornwell's contract, and added that Mr. Cornwell has consistently addressed the issues and responds to the needs of the community and provided excellent leadership to the City.

CONSENT AGENDA

APPROVAL OF MINUTES

1. JUNE 8, 2021

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

AYES: **Council Members – Chambers, Galvan Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

REGULAR AGENDA

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

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

    a. APPOINTMENTS TO OUTSIDE JURISDICTION COMMISSIONS/BOARDS/ COMMITTIES

b. LEAGUE OF CALIFORNIA CITIES VOTING DELEGATES AND ALTERNATES APPOINTMENTS

Mayor Sharif requested that the item be re-submitted on next week's agenda, due to the lateness of the hour.

3. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMITTES AND COMMISSIONS

Mayor Sharif suggested that former Councilmember McCoy remain on the Metropolitan Water District since she possessed the expertise and background that's necessary to deal with the challenges facing the Board. Mayor Sharif further indicated that Mayor Brown should be removed from the Joint Powers Authority and also removed from the League of California Cities, along with Tana McCoy.

On motion by Chambers, seconded by Galvan, Aja Brown and Tana McCoy were removed from the League of California Cities and Joint Powers Authority by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

MOTION TO EXTEND CITY COUNCIL MEETING PAST 4 HOURS

On motion by Galvan, seconded by Bowers, the Council voted to extend the meeting past the four-hour mark at 9:27 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

CITY MANAGER'S REPORT

4. A REQUEST TO SCHEDULE A PUBLIC HEARING TO APPROVE A PURCHASE AND SALE AGREEMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 250 NORTH CENTRAL AVENUE TO OLSON URBAN HOUSING, LLC, FOR PUBLIC ACCESS AND ROAD PURPOSES TO A PROPOSED AFFORDABLE HOUSING PROJECT **(July 27, 2021, at 5:35 p.m.)**

On motion by Chambers, seconded by Mayor Sharif (who stepped from the Chair), the hearing was scheduled for **July 27, 2021, at 5:35 p.m.** by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

5. MAYOR PRO-TEM APPOINTMENT (COUNCILMAN ISAAC GALVAN)

It was moved by Galvan, seconded by Bowers, that Councilman Galvan be appointed as Mayor Pro Tem.

Councilmember Chambers commented that one of her first acts on the City Council was to restore Emma Sharif to the position of Mayor Pro Tem, which was stripped from her by previous Councilmembers. Ms. Chambers went on to state that the position of Mayor Pro Tem is extremely important, as that person must represent the Mayor and the City should the occasion arise. The Mayor Pro Tem must have integrity, honesty and possess respect for themselves in order to command the respect of the Compton community. Councilmember Chambers offered that she could not vote for Councilman Galvan for this position, as he is frequently absent, unpredictable and does not possess the skills and respect necessary to fulfill the position of Mayor Pro Tem.

Mayor Sharif commented that the Mayor Pro Tem position is designated by ordinance on a rotational basis, therefore, the process must be followed.

Councilman Galvan was appointed as **Mayor Pro Tem** by the following vote on roll call:

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

6. DECLARING CITY COUNCIL DISTRICT 4 SEAT VACANT **(ACTION ITEM)**

On motion by Chambers, seconded by Mayor Sharif (who stepped from the Chair), the 4th District City Council seat was declared vacant by the following vote on roll call:

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

There was discussion between the City Attorney and the City Council Members regarding the process and procedures for filling the vacancy of the Fourth District Council seat.

City Attorney Brown indicated that the City Council may fill the vacancy for the 4th District City Council Member and submitted that the candidate for office must be a resident of the 4th District, and a registered voter within the district for at least thirty (30) days preceding the date of his/her appointment.

The City Council decided to accept applications for the 4th District Council seat. Applications may be obtained from the City Clerk's Office or www.comptoncity.org during normal business hours (7:00 a.m. to 6:00 p.m. Monday through Thursday). Applications must be returned by 12:00 p.m., Monday, July 19, 2021. The term of the Office will expire on June 30, 2023.

City Clerk Alita Godwin indicated that she would publish the Notice of Intent to fill the District 4 Council seat vacancy, and further noted that her office will collect the applications for the Council seat and submit all applications to the City Council for consideration.

NEW BUSINESS

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING COMPTON MUNICIPAL CODE SECTION 12-8 (PARKING METERS) IN ITS ENTIRETY **(First Reading)** ***(Item removed from agenda)***

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMEN TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL BY EXTENDING THE CONTRACT TERM

It was moved by Chambers, seconded by Mayor Sharif (who stepped from the Chair), that the resolution be adopted.

City Attorney Brown indicated that a contract extension was approved during closed session as indicated in his remarks following the closed session.

Councilman Galvan spoke in opposition to the resolution and indicated that it would be a mistake to extend the current City Manager's contract. Mr. Galvan further stated that there are many issues in District 2 that have not been addressed and further added that the City should appoint the Fire Chief to serve as City Manager while the City conducts a nationwide search.

Councilman Bowers commented that the City Council should not rush to approve this extension and further indicated that the Council should wait until the District 4 Councilperson is appointed which would allow the residents of that District to have some input.

Councilmember Chambers praised and commended City Manager Cornwell for performing an excellent job over the years, adding that he has done far more than any other city manager and completed numerous outstanding projects for the citizens of Compton. Councilmember Chambers emphasized that City Manager Cornwell should be allowed to continue his work and provide stable leadership as the CEO of the City.

Mayor Sharif spoke in support of approving a contract extension for City Manager Craig Cornwell and indicated that the community is not privy to all the information that the Council has regarding this issue. Mayor Sharif commented that it is crucial that Compton maintain the best leadership to continue to address the financial issues facing the City and also continue the many important projects and programs to move the City forward in a positive direction.

The Resolution entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENG TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL BY EXTENDING THE CONTRACT TERM' failed by the following vote on roll call:

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

After further discussion regarding City Manager Cornwell's contract, Councilmember Chambers moved to reconsider the contract. Mayor Sharif (who stepped from the Chair) to second the motion which was approved by the following vote on roll call:

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

VOTE TO RECONSIDER AGENDA ITEM NUMBER 8 - CITY MANGER'S CONTRACT

Councilmember Chambers indicated that she wished to change her vote regarding the City Manager's contract and offered a motion to reconsider the roll call vote. Mayor Sharif stepped from the Chair to second the motion which was approved by the following vote on roll call:

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

RECONSIDERATION OF AGENDA ITEM NUMBER 8 - RESOLUTION TO EXTEND CONTRACT TERMS FOR CITY MANAGER

Councilmember Chambers offered a motion to approve the contract extension for the City Manager. Mayor Sharif stepped from the Chair to second the motion. The Resolution entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENG TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL BY EXTENDING THE CONTRACT TERM' failed by the following vote on roll call:

AYES: Council Members – Sharif
NOES: Council Members – Bowers, Galvan
ABSENT: Council Members – None
ABSTAIN: Council Members – Chambers

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Commented on the success of Ms. Opal Lee, who is considered to be the "Grandmother of the movement to recognize 'Juneteenth' as a National Holiday as recently signed into law by President Joe Biden.

- Requested that the Council and community receive an update regarding the dangerous 4th of July fireworks and firework bombs detonated on the holiday from the Compton Sheriffs and their efforts to eradicate the nuisance.

- Requested that the Council meeting be adjourned in memory of **Henry Harris**, **Daniel Jessie Dominguez and Pastor Reginald Pope.**

Councilmember Galvan offered the following communications/announcements:

- Welcomed Councilmember Bowers, City Treasurer Mims to the Dias and further congratulated City Clerk Alita Godwin and Mayor-elect Emma Sharif and City Attorney Damon Brown and added that he is eager to work together to move the City forward and make the City proud.

- Requested that the City reopen all parks and community facilities and further suggested that the City rename the Dollarhide Center as the new Dollarhide Senior Community Center in honor of our Seniors.

Councilmember Bowers offered the following communications/announcements:

- Offered a heartfelt 'Thank You' to the residents and constituents for voting for him and added that he is looking forward to working with all the Councilmembers to improve the City of Compton.

- Emphasized that the City's parks and community center must be re-opened for the benefit of the residents and further suggested that the City safely provide for in-person Council meeting participation.

Mayor Shariff offered the following communications/announcements:

- **Mayor Sharif** congratulated newly elected Councilman Bowers, City Treasurer Mims, re-elected City Clerk Alita Godwin and City Attorney Damon Brown and indicated that she is eager to move the City forward in a positive direction.

- **Mayor Sharif** invited the community to attend the Small Business "Mercadito" celebration event hosted by the Latino Chamber of Commerce on July 31, 2021, from 10:00 a.m. to 5:00 p.m. at the Tomorrow's Aeronautical Museum, 961 West Alondra.

- **Mayor Sharif** requested that the Council meeting be adjourned in memory of **Rasheed Ahmad James.**

(Councilmember Chambers exited the meting at 10:56 p.m.)

ADJOURNMENT

On motion by Bowers, seconded by Galvan, the meeting was adjourned to July 8, 2021, at 5:30 p.m. in memory of **Rasheed Ahmad James, Henry Harris**, **Daniel Jessie Dominguez** and **Pastor Reginald Pope** at 10:10 p.m. by the following vote on roll call:

AYES: **Council Members – Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Chambers**

_____ _____

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

July 8, 2021

The regular adjourned July 6, 2021 Compton City Council meeting was reconvened at 5:55 p.m. by Mayor Emma Sharif. The Council Members participated in the meeting through Zoom Teleconference due to the existence of the coronavirus pandemic.

ROLL CALL

On motion by Galvan, seconded by Chambers, the meeting was reconvened at 5:55 p.m. by the following roll call vote:

Councilmembers Present: Chambers, Galvan, Bowers, Sharif
Councilmembers Absent: None

Other Officials Present: D. Brown, A. Godwin

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. The City Council will participate in the meeting through teleconference. 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.

RECONSIDERATION OF AGENDA ITEM NUMBER 8

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL BY EXTENDING THE CONTRACT TERM

It was moved by Chambers, seconded by Mayor Sharif (who stepped from the Chair), that the item be reconsidered.

City Attorney Damon Brown indicated that the purpose of the meeting is the reconsideration of the resolution amending the employment agreement with Craig J. Cornwell.

Mayor Sharif indicated that the City must have a City Manager in place to deal with the crucial business of the City.

The motion to reconsider the Resolution authorizing an amendment to the employment agreement with Craig J. Cornwell by extending his contract failed by the following vote on roll call:

AYES: **Council Members – Chambers, Sharif**
NOES: **Council Members – Galvan, Bowers**
ABSENT: **Council Members – None**

Mayor Sharif requested that the City Clerk place an item on the July 13, 2021 Council meeting agenda to appoint an Interim City Manager.

There was discussion between the City Attorney and the City Council regarding the financial and legal ramifications of not having a City Manager present to perform the critical daily operations of the City.

ADJOURNMENT

On motion by Galvan, seconded by Bowers, the meeting was adjourned at 6:15 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

_____ _____

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

JULY 13, 2021

The Compton City Council Closed Session meeting was called to order at 5:22 p.m. by Mayor Emma Sharif. 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, J. Bowers, Mayor E. Sharif
Council Members Absent – None

Other Officials Present: D. Brown, A. Godwin, B. Mims

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CLOSED SESSION AGENDA ITEM

PUBLIC EMPLOYEE TEMPORARY APPOINTMENT
Title: City Manager - Pursuant to California Government Code Section 54957

PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEM

Robert Ray spoke in opposition to the temporary appointment of the Assistant City Manager, especially when there are several highly qualified personnel to work as City Manager on a monthly basis. Mr. Ray went on to comment that there is nothing on the regular agenda such as a contract, or salary for a City Manager for the City Council to vote on, further noting that if the Council were to appoint someone, it would be highly illegal in his opinion.

Bishop T. Flowers suggested that the City Council appoint an Interim City Manager while the City conducts a Nationwide search for a new City Manager. Bishop Flowers spoke in favor of the City hiring Mr. Frank Sotelo for the position of Interim City Manager.

City Attorney Damon Brown requested a closed session to discuss public employee temporary appointment of a City Manager, pursuant to California Government Code Section 54957.

On motion by Chambers, seconded by Galvan, the City Council recessed to closed session at 5:28 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Chambers, seconded by Mayor Sharif (who stepped from the Chair), the City Council reconvened to open session at 8:40 p.m. by the following vote on roll call:

ROLL CALL

Councilmembers Present: Chambers, Galvan, Bowers, Sharif
Councilmembers Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Brown indicated that there was no reportable action taken by the City Council during the closed session.

PUBLIC HEARING PARKING METER RATES

On motion by Bowers, seconded by Chambers, the hearing was opened at 8:41 p.m. by the following vote on roll call:

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

City Attorney Damon Brown presented a power point presentation and indicated that the City adopted Ordinance No. 1,910 on December 7, 1993, establishing parking meters and parking meter zones within the City. The existing provisions in the Municipal Code which regulate parking meters are outdated and include parking meter rates that have not kept pace with inflation. The equipment and methods of enforcement used in 1993 are now obsolete as parking meters have evolved from coin mechanical devices to parking meters that utilize smart technology and accept multiple forms of payment (debit card, credit card) in addition to coins.

Many cities now manage parking meters through a variety of methods, including real time occupancy sensors that identify and alert enforcement staff when a vehicle has parked beyond the maximum time permitted. Several cities also offer drivers the option to pay for parking at a parking meter using a credit card or their cell phone. In light of the COVID- 19 pandemic, many City leaders encourage their residents to use the contactless option feature to avoid touching the public meters.

Attorney Brown indicated that currently, there are no operating parking meters in the City. In order to be up to date with the modern developments in parking meter technology and equipment, the City must amend Section 12-8 of the Municipal Code. The proposed ordinance will have the following options available when plans to install new parking meters are proposed and ultimately approved by City Council:

- Parking meters capable of accepting multiple forms of payments (coins, debit/credit cards)
- Single-space parking meters
- Multi-space parking pay stations (i.e., Pay and Display Receipt).

The proposed ordinance establishes various blocks of Willowbrook Avenue, Myrrh Street, Acacia Avenue and Compton Boulevard as a parking meter zone with 55-60 parking meter spaces in the Civic Center area. If adopted, this will ensure parking availability for visitors in an area of the City that suffers from high parking occupancy and will generate revenue to recover operational costs.

The City proposes to increase parking meter fees to offset the estimated costs of the purchase and installation of single and/or multi space parking meters for 55-60 parking spaces in the Civic Center area of the City. After these costs are recovered, the City's plan is to use the revenue generated from the parking meters for ongoing expenses such as repairs, maintenance (i.e., battery and equipment replacement), wireless communication costs and any other costs related to the operation of parking meters. The proposed meter rates will be comparable to the parking meter rates of nearby cities.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray commented that this conversation is premature, because it will be a long time before we can install parking meters, which will cost a lot of money.

Adolpho Varas questioned what would happen in cases of vandalism of the parking meters and also questioned the costs associated with the maintenance of the meters.

Mel Bailey, II questioned whether there is consideration as to spacing and the need for handicapped accessible parking spots.

Shawn commented that Compton's civic center area must be improved before any parking meters are installed.

There being no further audience comments, On motion by Galvan, seconded by Bowers, the hearing was closed at 8:57 p.m., by the following vote on roll call:

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

HEARING REGARDING MITIGATED NEGATIVE DECLARATION

On motion by Galvan, seconded by Chambers, the hearing was opened at 9:08 p.m. by the following vote on roll call:

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

Robert Delgadillo, Senior Planner, offered a power point presentation which detailed that the Olson Company is proposing a Zone Change with a companion Specific Plan and subdivision to develop a 29-unit townhouse style condominium project located at 1950 N. Central Ave.

Key Points:

- The proposed project will create a small gated single-family community with affordable homes.
- Project will include a Tot Lot, BBQ areas and Shade Structure.
- Primary access from 134th Street.
- Emergency Fire Department Access Gate off Central Avenue and potential "Right Turn" Lane exit for resident.
- The proposed project will also redevelop on a long term vacant 3-acre site owned by the Housing Successor Agency.

The City's existing zoning and development standards within the Zoning code have not been updated to current standards; as a result, the proposed development is only possible through a Specific Plan (SP) process. The proposed rezone from Low Density Residential to SP is consistent with the existing General Plan designation of Specific Plan and will also be compatible with the surrounding zoning of Low Density Residential. The project proposes 29 single family detached residential structures with 2-car garages similar to the surrounding homes with the primary difference being a smaller visual lot size.

134th and Central Specific Plan:

The proposed specific plan for the site will be titled: 134th and Central Avenue Specific Plan. This document will be the controlling document for development and function as a focused version of the General Plan and Zoning Code for this site.

The Specific Plan establishes regulations specific to this site relative to:
- land use
- site planning
- building intensity

The 134th and Central Avenue –Specific Plan -Key Elements

- Each house will be a two-story with attached two-car garages and a private rear yard.
- Two units are reserved for moderate income families, (6%).
- Primary access will be from 134th Street with secondary emergency access located on Central Ave. The emergency access will remain closed unless needed by the Fire Department.
- All internal streets and driveways will be private and no on street parking will be permitted.
- Guest parking will be in each unit's private driveway in front of the Garage.
- The proposed density will be 9.58 units per acre.
- No structure shall exceed twenty-five (25) feet in height. This is ten (10) feet less than permitted by the surrounding existing zoning.

- Each single-family residential unit will have a minimum private fenced area of 2,500 square feet.
- Minimum setbacks shall be as follows:
  1) Front: 12'-0"
  2) Rear: 10'-0"
  3) Sides: 3'-6"
- Two Mediterranean – Spanish style models with two elevations are proposed.

The primary common opens area is located at the project entrance. This area will contain several trees, a grass field, several tables, and benches with a hardscaped area covered by a shade structure. The developer is in the process of incorporating a Tot lot.

The City has determined that the prepared Mitigated Negative Declaration (MND) is appropriate for the scope of this project. The proposed project will have a less than significant environmental impact on the environment with the implementation of the mitigation measures. The IS/MND was processed, circulated, and noticed in accordance with CEQA guidelines. Staff recommends the approval of the following actions for:

1. **Mitigated Negative Declaration No. 948**
2. **Change of Zone Case No. 2020-002**
3. **Subdivision Case No. 2021-001**

Mr. Delgadillo provided the proposed new condition language:

1. Prior to the recordation of the Final Tract Map (83170), that the applicant shall submit to the Community Development Department a revised Access Plan for the Emergency Vehicle Access on North Central Avenue to explore with city staff the potential for creating a "Right Turn" only access. The plan shall be reviewed and approved by Public Works Department and Community Development Department.

2. Prior to the recordation of the Final Tract Map (83170), the applicant shall submit to the Community Development Department an Architectural Review Board application for the review of an Open Space Amenity Plan containing a minimum of a Tot Lot, Barbeque with tables and chairs, and shade structure. The plan shall be reviewed and approved by the Community Development Department.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray questioned if there is an estimated completion date for the project.

Bishop Flowers questioned whether the proposed development would include a swimming pool. Bishop Flowers also commented that the City needs a community center and guest parking at the Zurita Aquatics Center.

Mel Bailey II questioned whether the proposed project will be an HOA-operated community.

There were no further public comments. On motion by Galvan, seconded by Bowers, the hearing was closed at 9:27 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

Councilman Bowers questioned whether the development would have safety features such as emergency fire sprinklers**.**

Mr. Delgadillo confirmed that the proposed development will contain the required safety features including fire sprinklers.

Councilmember Chambers thanked the Planning Commission and City Staff for the proposed development and indicated that the development will provide excellent opportunities for residents participating in the First Time Home Buyers Program.

MOTION TO EXTEND THE MEETING BEYOND THE 4-HOUR PERIOD

On motion by Chambers, seconded by Bowers, the Council extended the meeting beyond the 4-hour period, by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray commented that the City Charter allows the Council to appoint a new City Manager, however, the individual cannot be a classified employee, and added that the Assistant City Manager would have to resign their position in order to accept an appointment of temporary City Manager. Mr. Ray referenced agenda Item Number 5 (street lighting and landscaping assessment) and urged the City to use those funds to replace streetlights, repair traffic signals and place landscaping in the center medians of Compton.

Bishop Flowers questioned whether there was a town hall meeting regarding the housing project in the First District.

Mel Bailey II expressed his dismay and embarrassment at the behavior of certain Council members at the previous two Council meetings. Mr. Bailey offered his prayers that the City Council will put the nonsense and personal issues to the side and work cohesively together to improve the City.

Charmaine Hayes applauded Councilmember Bowers for speaking his mind and encouraged the Council to work together and develop a vision to move Compton forward.

Mark Smith commented that it is refreshing to have a new Council with fresh ideas along with a desire to assist the community and give the people what they want and need. Mr. Smith urged the City Council to strive to improve the City of Compton.

CONSENT AGENDA

APPROVAL OF MINUTES

1. JUNE 15, 2021 ***(Approved)***

PUBLIC WORKS DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2021-2022 ***(Approved Resolution Number 25,521)***

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGES FOR FISCAL YEAR 2021-2022 ***(Approved Resolution Number 25,522)***

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2021-2022 ***(Approved Resolution Number 25,523)***

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE

LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2021-2022 ***(Approved Resolution Number 25,524)***

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

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

REGULAR AGENDA

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

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

(a.) League of California Cities Voting Delegates and Alternates Appointments

(b.) Appointments to Outside Jurisdiction Commissions/Boards/Committees

On motion by Chambers, seconded by Bowers, **Councilman Galvan** was appointed to the **Compton Creek Mosquito Abatement District Board of Trustees** by the following vote on roll call:

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

Mayor Sharif requested that that the following appointment be approved:

Committee/Board/Commission	Representative	Alternate
League of California Cities Voting Delegate	Galvan	Bowers
Gateway Cities Council - 91/605 Freeway	Bowers	Chambers
Independent Cities Association of L.A. County	Chambers	Bowers
Independent Cities Lease Finance Authority	Sharif	Chambers
Joint Powers Authority	Sharif	Galvan
League of California Cities	Bowers	Galvan/Chambers
L.A. County Sanitation Board	Sharif	Chambers

On motion by Chambers, seconded by Bowers, the above-listed appointments were approved by the following vote on roll call:

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

NEW BUSINESS

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING COMPTON MUNICIPAL CODE SECTION 12-8 (PARKING METERS) IN ITS ENTIRETY (First Reading)

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

AYES: **Council Members – Chambers, Bowers, Sharif**

NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

On motion by Chambers, seconded by Bowers, the ordinance entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING COMPTON MUNICIPAL CODE SECTION 12-8 (PARKING METERS) IN ITS ENTIRETY'** was placed on first reading by the following vote on roll call:

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-002, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN AND TO ADOPT THE 134TH STREET AND CENTRAL SPECIFIC PLAN (First Reading)

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

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

On motion by Chambers, seconded by Bowers, the ordinance entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-002, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN AND TO ADOPT THE 134TH STREET AND CENTRAL SPECIFIC PLAN'** was placed on first reading by the following vote on roll call:

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE TRACT MAP NO. 83170 TO CREATE A 29-UNIT CONDOMINIUM DEVELOPMENT AT 1950 NORTH CENTRAL AVENUE

On motion by Chambers, seconded by Bowers, **Resolution Number 25,525** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE TRACT MAP NO. 83170 TO CREATE A 29-UNIT CONDOMINIUM DEVELOPMENT AT 1950 NORTH CENTRAL AVENUE'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Galvan**

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AGREEMENT FOR THE PURCHASE OF CERTAIN REAL PROPERTY LOCATED ON THE EAST SIDE OF CENTRAL AVENUE, NORTH OF COMPTON BOULEVARD, AND SOUTH OF BRAZIL STREET IN THE CITY OF COMPTON, AND IDENTIFIED AS LOS ANGELES COUNTY TAX ASSESSOR'S PARCEL NUMBER 6143-011-018

On motion by Chambers, seconded by Bowers, that the resolution be adopted.

There was discussion among the Councilmembers regarding the item, and the uncompleted roll call vote was as follows:

AYES: **Council Members – Chambers**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – Galvan**

After further discussion regarding the item, the motion and second were subsequently withdrawn.

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Announced that Los Angeles County is offering free covid-19 vaccinations for homebound residents – please call 833-540-0473 for additional information.

- Requested that the City administration keep the Councilmembers abreast of projects and businesses opening in the community.

- Requested that the Council meeting be adjourned in memory of **Stanley Gardner** and **Dewayne Dunn.**

Councilmember Galvan offered the following communications/announcements:

- Commented that he and his son were insulted during the closed session portion of the meeting by another Councilperson.

City Attorney Damon Brown cautioned the City Council members against discussing in open session what occurred during a closed session as outlined in the Brown Act.

- Requested that the Council meeting be adjourned in memory of **Marvin Dean.**

Councilmember Bowers offered the following communications/announcements:

- Requested that the City Council meeting be broadcast in Spanish for the convenience of the residents.

- Requested that the City Attorney notify residents and businesses that are placing advertising on the City's utility poles is illegal and must cease immediately.

- Suggested that the City Council notify the community when there is a delay in the start time of the Council meeting or a prolonged closed session.

Mayor Sharif offered the following communications/announcements:

- **Mayor Sharif** requested that the City provide an update regarding the Artesia Bridge closure and the plans to re-open access to the site.

- **Mayor Sharif** requested that the City provide a strategy to re-open the City's parks and community centers.

- **Mayor Sharif** requested that the Council meeting be adjourned in memory of **Junnell Howard.**

(Councilmember Chambers exited the meeting at 10:56 p.m.)

ADJOURNMENT

The City Council meeting was adjourned in memory of **Junnell Howard, Dewayne Dunn, Stanley Gardner** and **Pastor Marvin Dean** at 11:03 p.m. due to a lack of quorum.

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

JULY 20, 2021

The Compton City Council Closed Session meeting was called to order at 4:59 p.m. by Mayor Emma Sharif. 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, J. Bowers, Mayor E. Sharif
Council Members Absent – I. Galvan *(Joined the meeting at 6:01 p.m.)*

Other Officials Present: D. Brown, A. Godwin, B. Mims

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. The City Council will participate in the meeting through teleconference. 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.

CLOSED SESSION AGENDA ITEM

PUBLIC EMPLOYEE TEMPORARY APPOINTMENT
Title: City Manager
Pursuant to California Government Code Section 54957

PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY

Robert Ray spoke out against making a temporary appointment for the City Manager's position and added that the City needs an interim City Manager until a permanent appointment is made.

City Attorney Damon Brown requested a closed session to discuss public employee temporary appointment of City Manager, pursuant to California Government Code Section 54957.

On motion by Chambers, seconded by Bowers, the City Council recessed to closed session at 5:03 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Galvan, seconded by Bowers, the City Council reconvened at 6:24 p.m. by the following vote on roll call:

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

City Attorney Damon Brown reported that with a City Council vote of 3 affirmative and 1 negative vote from Councilmember Chambers, **Fire Captain Ronerick Simpson** was appointed as Temporary City Manager beginning July 21, 2021, through July 27, 2021.

5:35 P.M. - PUBLIC HEARING - TO CONSIDER THE ISSUANCE OF LEASE REVENUE BONDS FOR THE PURPOSE OF RENOVATION AND IMPROVEMENT OF CITY FACILITIES, PUBLIC SAFETY FACILITIES, CITY PARKS AND PUBLIC INFRASTRUCTURE (Cancelled)

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA MATTERS

Robert Ray discussed covid-19 and highlighted that the number of positive cases is on the rise with a total of 17,449 confirmed cases of the virus in Compton and added that 242 residents have died. Mr. Ray emphasized that the Delta variant strain of the coronavirus is even more contagious and deadly, so we must take all the precautions necessary to protect everyone and get the lifesaving vaccine.

Kruti Parekh, Compton Lives Matter, commented that her family members reside in Compton and urged the City Council to institute a Violence Intervention Task Force to address the crime in the City. Ms. Parekh also urged the Council to re-open all City parks and make certain that they are fully staffed. Ms. Parekh concluded by urging the community to stop the killings and spread the peace.

Glen Gates informed the Council and community that he is a youth coach and has been working with the youth of the community for the past 25 years. Mr. Gates remarked that it is tragic that our youth are being gunned down, harassed by police and threatened by society. Mr. Gates urged the City to re-open the parks and institute programs to address the violence in the community and added that we must educate our youth with financial success classes, gaming classes and provide the tools necessary to instill a desire to achieve their goals and improve themselves and their community.

David remarked that the City needs violence intervention/prevention along with education and work opportunities for the residents of the community. Mr. David raised concerns regarding the actions of the City Council and their constant bickering and arguing and urged the Council to work together to improve the City. Mr. David questioned the rationale of Councilman Galvan's desire to fire the City Manager prior to having someone to fill the position.

Jasmine Gates expressed her offense at Councilman Galvan for making false accusations against Councilwoman Chambers, which put her and her family in jeopardy. Ms. Gates praised Councilmember Chambers for her stellar work on behalf of the residents. Ms. Gates raised serious concerns regarding Councilman Galvan's actions during the previous election which must be investigated. Ms. Gates urged the City Council to operate in a way that honors the truth.

Mel Bailey, II expressed his embarrassment at the behavior of Councilman Galvan and indicated that he has been a walking violation of the Brown Act and must be held accountable. Mr. Bailey further expressed his disappointment at the behavior of members of the City Council during the past meeting, which dishonored the community in which they were elected to serve. Mr. Bailey urged the City Council to maintain dignity, integrity and respect and work together to take care of the City's business.

Anna Samoa indicated that the City must have a District 4 Councilperson to represent the people of that district. Ms. Samoa stated that the City Manager's contract should have been extended for one year and indicated that street repairs have been halted as a result of the Council's actions. She further questioned what happened to the Covid-19 funds which were provided to the City of Compton. Ms. Samoa urged the Council to deal with their personal issues on their personal time and stay focused on improving the City.

Michael Richardson, Compton Lives Matter, commented that we must all respect one another and further urged the City Council not to breech etiquette protocol. Mr. Richardson remarked our children are tragically dying in the streets and the community is responding with the Compton Lives Matter movement to stop the violence and increase peace in the community. He urged the Council to re-open all Compton parks and provide activities and programs for the youth. Mr. Richardson noted that there have been 30 murders in the City over the past 12 months and noted that the Sheriff's Department must be held accountable to solve these murders and arrest the individuals responsible. Mr. Richardson indicated that Compton Lives Matter has partnered with various work sources to provide jobs for the youth.

Legrand Clegg, former City Attorney, expressed his disbelief for the allegations of misconduct of Councilmember Chambers as alleged by Councilman Galvan. Attorney Clegg further indicated that he has lived in Compton for 70 years and is very proud of the interracial love and respect of Hispanic friends and neighbors. Attorney Clegg encouraged the City Council to continue to work together harmoniously to move the City forward in a positive direction.

INTRODUCTION OF SPECIAL GUESTS

1. LEGISLATIVE UPDATE PRESENTATION FROM THE OFFICE OF ASSEMBLYMEMBER MIKE A. GIPSON - Itzel Sanchez, Field Representative

Ms. Itzel Sanchez, Field Representative for Assemblyman Mike Gipson, provided a legislative update on the Bills and legislation that Assemblyman Gipson has been actively involved with during this session. Ms. Sanchez provided a brief synopsis of the legislative Bills and programs which Assemblyman Gipson has championed to assist and improve the City and the residents of Compton.

5:45 P.M. - PUBLIC HEARING - CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES PROPOSED TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2021-2022

On motion by Galvan, seconded by Bowers, the public hearing was opened at 6:26 p.m. by the following vote on roll call:

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

Michael Antwine presented a staff report and stated that this public hearing is for the City Council's consideration and review of the City's assessment of solid waste charges and bills for the year 2021. The City charges solid waste management services fees for single-family properties as well as multifamily properties up to four units, without municipal bin collection service as provided by Republic Services. Mr. Antwine indicated that the Government Code, as well as the contractual relationship with Republic Services, allows the City to collect past due delinquent bills by placing them on the property tax rolls of the account.

Mr. Antwine indicated that the notice of the public hearing contains a list of approximately 131 accounts representing approximately $154,000 in outstanding fees and past due revenue. The purpose of this hearing is to give the public, as well as customers, an opportunity to 'cure' those delinquent bills and submit questions or concerns regarding trash collection services in the City of Compton. The notice of the hearing was published in the Compton Bulletin on June 30, 2021, and July 7, 2021.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray questioned whether the City is collecting the required number of recyclables from the residents, or if the City is being fined for not doing so. Mr. Ray suggested that the City place recycling bins in multi-family locations which will assist the City in meeting its quota.

Mel Bailey II commented that there are many gated and proposed gated communities in the City, which are required to pay for green waste recyclable bins. Mr. Bailey further indicated that it is unfair for the gated communities to pay this fee for green waste.

On motion by Galvan, seconded by Bowers, the public hearing closed at 6:32 p.m. by the following vote on roll call:

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

CONSENT AGENDA

CITY TREASURER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS ***(Approved Resolution Number 25,526)***

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

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

REGULAR AGENDA

UNFINISHED BUSINESS

3. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING COMPTON MUNICIPAL CODE SECTION 12-8 (PARKING METERS) IN ITS ENTIRETY (Second Reading)

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

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

On motion by Bowers, seconded by Galvan, **Ordinance Number 2,336** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING COMPTON MUNICIPAL CODE SECTION 12-8 (PARKING METERS) IN ITS ENTIRETY'** was adopted by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-002, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 1950 NORTH CENTRAL AVENUE FROM LOW DENSITY RESIDENTIAL TO SPECIFIC PLAN AND TO ADOPT THE 134TH STREET AND CENTRAL SPECIFIC PLAN (Second Reading)

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

AYES: **Council Members – Chambers, Galvan, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

It was moved by Galvan, seconded by Bowers, that the ordinance be adopted.

Councilman Bowers raised concerns that many residents in the areas have expressed that the area is currently very dense which creates a high volume of traffic.

Councilman Galvan commented that he too has concerns which were not addressed by the Developer and added that he requested a meeting with representatives from the Olsen Company which never took place. Councilman Galvan requested additional time to meet with the developer before voting on the item.

Assistant City Manager Michael Antwine addressed the Council's concerns and stated that the Developer and Staff have been engaged with several community outreach meetings along with public hearings, whereby the concerns of the community have been addressed.

Councilmember Chambers commented that the concerns of the residents of the community have been addressed and resolved. Ms. Chambers urged the Councilmembers to not let personal issues overshadow the critical need for additional housing for the residents of Compton.

City Attorney Damon Brown indicated that this matter has been before the City Council on several occasions in which the public had ample opportunity to voice their concerns. Moreover, the project has previously been approved and added to the City's General Plan.

Mayor Sharif remarked that the concerns of the community have been addressed and further indicated that the City must move forward. Mayor Sharif urged the Councilmembers to have their questions and concerns addressed and come to the next Council meeting prepared to vote on the item.

After further discussion, Councilmembers Galvan and Bowers withdrew their motion and seconded, respectively.

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Announced that in-home vaccinations against Covid-19 are available for homebound residents –please call 833-540-0474 for additional information.

- Requested that the community uplift her family and the entire Compton community in prayer.

- Requested that the Council meeting be adjourned in memory of **Vivian Fellows**.

Councilmember Galvan offered the following communications/announcements:

- Thanked Mayor Sharif for conducting such a cordial City Council meeting and further stated that he is looking forward to very respectful and courteous debates.

- Requested that the Dollarhide Center be renamed the Dollarhide Senior Community Center in honor of the Seniors of the community, and further requested that the Center be reopened as soon as possible to serve as a cooling center.

- Invited the community to attend his annual School Backpack and Grocery Giveaway in conjunction with Satra Zurita, NFL Superstar Keisean Nixon and United Hands scheduled for July 24, 2021, beginning at 10:00 a.m. at Roosevelt Elementary, 700 N. Bradfield.

Councilmember Bowers offered the following communications/announcements:

- Remarked that he participated in a meeting with Compton Sheriff's to discuss improving community relations between the Department and the Compton community.

- Emphasized the important of the City maintaining evacuation centers in the event of a disaster or catastrophic event, adding that disaster preparedness must be a priority for the City.

- Announced that a District 3 Town Hall meeting will be scheduled in the near future.

Mayor Sharif offered the following communications/announcements:

- **Mayor Sharif** announced that the swearing in ceremony for the newly elected officials will take place on August 20, 2021, from 1:00 to 3:00 p.m. at the Dollarhide Community Center.

- **Mayor Sharif** informed the community that the 'National Night Out' will take place on August 24, 2021 from 5:00 p.m. to 8:00 p.m.

- **Mayor Sharif** invited the community to attend a School Backpack Giveaway, sponsored by the Distinguished Men of Compton on August 7, 2021, at Emmanuel Temple Baptist Church beginning at 11:00 a.m.

- **Mayor Sharif** thanked the City Council and community for their support.

- **Mayor Sharif** requested that the Council meeting be adjourned in memory of **Pastor Marvin Dean.**

ADJOURNMENT

On motion by Galvan, seconded by Sharif (who stepped from the Chair), the meeting was adjourned in memory of **Vivian Fellows**, **Pastor Marvin Dean** and **Stanley Gardner** at 7:52 p.m. by the following vote on roll call:

AYES: **Council Members – Chambers, Galvan, Sharif,**
NOES: **Council Members – None**
ABSENT: **Council Members – Bowers**

_____ _____

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

September 7, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: CITY TREASURER REPORT – JULY 2021

SUMMARY

The City Treasurer's Office invests the City of Compton's (City) idle cash in compliance with the California Government Code, Section 53600 et. seq., and the City's Investment Policy. As of July 30, 2021, these funds had a book value of approximately **$109,230,848.93**. The City's cash balances as of July 30, 2021 were **$83,990,567.32** across all funds.

CITY PORTFOLIO OVERVIEW

The monthly investment report ("Portfolio Summary") details the City's ability to meet its expenditure requirements in the near term (next six months) or provides some explanation as to why sufficient cash may not be available.

Presently, the City's operations are estimated at twelve to fifteen million dollars per month (across all funds). The City would need approximately $75 million dollars of cash to "float" itself for six months in the event of severe revenue shortfalls. In an effort to ensure the security of City operations and the health and safety of the community, the City invests in the Local Agency Investment Fund (LAIF). As of July 30, 2021, the City had a total of **$109,230,848.93** invested in LAIF, which is **$3,000,000.00** less than the balance at June 30, 2021 **($112,000,000.00)**. The reduced balance is a result of a three million transfer from LAIF to the City's General Checking Account to cover employee benefit costs (CalPERS).

CASH BALANCES

As of July 30, 2021, the City's cash balance for all funds was **$83,990,567.32**, which is **$10,691,484.06 less** than the balance at June 30, 2021 **($94,682,051.38)**. The "cash balance" is the amount of money in an account at the close of the banking day.

Table A: Cash Balances as of July 30, 2021	
Account Name	Cash Balance
General Checking Account	48,091,624.45
PERS (Employees Retirement Assessment)	8,716,430.10
City of Compton Utilities Billing	8,964,316.54
Successor Agency General	580,443.79
Section 108 HUD Fund	2,362,804.67
Prop C Fund	1,872,432.00
Housing Authority	1,811,578.35
Home Loan Program	1,655,356.13
Proposition A	1,850,849.66
Measure R	1,146,077.74
City of Compton Parking Violations	1,400,553.41
Local Housing Authority PORT IN	872,332.45
Local Housing Authority ADMIN FEES	658,587.57
Successor Agency Low Cost Housing	762,813.17
Measure M	599,638.68
Workforce Investment Act	592,715.57
Prop C Bond	562,008.63
Measure M Bond	442,825.71
EMS City of Compton	232,876.84
Measure R Bond	369,170.73
Liability	116,127.40
Family Self Sufficiency	135,856.77
Worker's Compensation	103,094.49
COPS Grant Weed and Seed	76,611.07
Bond Sewer Construction Fund	8,328.40
Measure P	5,000.00
City of Compton Change Fund	113.00
Building and Safety Department	0
Total Cash Balance	**$83,990,567.32**

At the time of this reporting period, the City had approximately **$11,435,087.20** million in large outstanding warrants payable to vendors, including an **$8,651,283.95** debt service payment to U.S. Bank.

The City received $17.2 million dollars from the Federal Government's Coronavirus State and Local Fiscal Recovery Funds as part of the American Rescue Plan. The American Rescue Plan provides $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

In 1947, the Residents of the City of Compton enacted a parcel assessment to fund the retirement of the City's employees. The assessment collects more cash than is needed to pay the current costs for retired employees (and current employee benefit costs). Therefore, the City Treasurer's Office invests the excess idle cash in the LAIF. On July 30, 2021, the City had "cash" from this assessment invested in LAIF (**$36,788,360.52**) and cash on hand (**$8,716,430.10**) used to pay current employee benefit costs and the payment to the Public Employee Retirement System (PERS) for the City's retired employees.

MARKET OUTLOOK

As of this report, the Federal Open Market Committee (FOMC) stated that they would keep interest rates the same. The City completed a $37.7 million bond transaction tied to the City's County Transportation Funding: Proposition C, Measure M and Measure R. from the revenue of sales tax from MTA, only using 50% or less of that revenue for the payment of the bonds. Interest revenue for the Fiscal Year 2022 is anticipated to be consistent with Fiscal Year 2021 numbers.

ASSUMPTIONS

The investment report represents a specific snapshot in time and it is compared to other market performers during that same period but not limited to the Local Agency Investment Fund (State of California) and other Treasury term rates. The City uses SymPro portfolio management software for investment calculation results. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA. Local Agency Investment Fund (LAIF) Pool rates have been trending lower over the last few months. The City continues to monitor the daily LAIF rates.

FISCAL IMPACT

There is no impact to receiving and filing the July Treasurer Report.

RECOMMENDATION

The City Treasurer recommends the City Council receive and file the July Investment Report.

BRANDON MIMS
CITY TREASURER

Approved for Forwarding:

RONERICK SIMPSON
CITY MANAGER

City of Compton
July 2021 Cash Analysis Report

	Jun-21	Jul-21	Difference	% Inc./Dec.
General Checking Account	54,268,553.22	**48,091,624.45**	(6,176,928.77)	-11%
Employee Pension/Benefits	9,464,282.15	**8,716,430.10**	(747,852.05)	-8%
City of Compton Utilities Billing	8,289,104.33	**8,964,316.54**	675,212.21	8%
Successor Agency General	6,245,223.14	**580,443.79**	(5,664,779.35)	-91%
Section 108 HUD Fund	2,362,804.67	**2,362,804.67**	-	0%
Prop C Fund	1,872,432.00	**1,872,432.00**	-	0%
Housing Authority	1,642,265.55	**1,811,578.35**	169,312.80	10%
Home Loan Program	1,620,062.28	**1,655,356.13**	35,293.85	2%
Proposition A	1,604,461.12	**1,850,849.66**	246,388.54	15%
Measure R	1,146,077.74	**1,146,077.74**	-	0%
City of Compton Parking Violations	1,116,664.10	**1,400,553.41**	283,889.31	25%
Local Housing Authority PORT IN	884,136.26	**872,332.45**	(11,803.81)	-1%
Local Housing Authority ADMIN FEES	733,553.74	**658,587.57**	(74,966.17)	-10%
Successor Agency Low Cost Housing	699,180.44	**762,813.17**	63,632.73	9%
Measure M	599,638.68	**599,638.68**	-	0%
Workforce Investment Act	592,715.57	**592,715.57**	-	0%
Prop C Bond	359,370.23	**562,008.63**	202,638.40	56%
Measure M Bond	271,331.10	**442,825.71**	171,494.61	63%
EMS City of Compton	217,727.89	**232,876.84**	15,148.95	7%
Measure R Bond	217,410.03	**369,170.73**	151,760.70	70%
Liability	161,455.56	**116,127.40**	(45,328.16)	-28%
Family Self Sufficiency	135,855.62	**135,856.77**	1.15	0%
Worker's Compensation	87,667.14	**103,094.49**	15,427.35	18%
COPS Grant Weed and Seed	76,610.42	**76,611.07**	0.65	0%
Bond Sewer Construction Fund	8,328.40	**8,328.40**	-	0%
Measure P	5,000.00	**5,000.00**	-	0%
City of Compton Change Fund	140.00	**113.00**	(27.00)	-19%
Building and Safety Department	0.00	**0.00**	0.00	0%
Total Cash Balance	$ 94,682,051.38	**$ 83,990,567.32**	$ (10,691,484.06)	

CITY OF COMPTON
Portfolio Management
Portfolio Summary
July 31, 2021

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	109,230,848.93	109,230,848.93	109,230,848.93	100.00	1	1	0.325	0.330
Investments	**109,230,848.93**	**109,230,848.93**	**109,230,848.93**	**100.00%**	**1**	**1**	**0.325**	**0.330**

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	35,932.28	35,932.28
Average Daily Balance	**111,321,811.66**	**111,321,811.66**
Effective Rate of Return	**0.38%**	**0.38%**

SUMMARY

The City Treasurer's Office invests the City of Compton's (City) idle cash in compliance with the California Government Code, Section 53600 et. seq., and the City's Investment Policy. As of July 30, 2021, these funds had a book value of approximately $109,230,848.93. The City's cash balances as of July 30, 2021 were $83,990,567.32 across all funds.

CITY PORTFOLIO OVERVIEW

The monthly investment report ("Portfolio Summary") details the City's ability to meet its expenditure requirements in the near term (next six months) or provides some explanation as to why sufficient cash may not be available.

Presently, the City's operations are estimated at twelve to fifteen million dollars per month (across all funds). The City would need approximately $75 million dollars of cash to "float" itself for six months in the event of severe revenue shortfalls. In an effort to ensure the security of City operations and the health and safety of the community, the City invests in the Local Agency Investment Fund (LAIF). As of July 30, 2021, the City had a total of $109,230,848.93 invested in LAIF, which is $3,051,558.80 less than the balance at June 30, 2021 ($112,282,407.73). The reduced balance is a result of a three million transfer from LAIF to the Successor Agency General Account to cover a debt service payment.

The City received $17.2 million dollars from the Federal Government's Coronavirus State and Local Fiscal Recovery Funds as part of the American Rescue Plan. The American Rescue Plan provides $350 billion in emergency funding for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

In 1947, the Residents of the City of Compton enacted a parcel assessment to fund the retirement of the City's employees. The assessment collects more cash than is needed to pay the current costs for retired employees (and current employee benefit costs). Therefore, the City Treasurer's Office invests the excess idle cash in the LAIF. On July 30, 2021, the City had "cash" from this assessment invested in LAIF ($36,788,360.52) and cash on hand ($8,716,430.10) used to pay current employee benefit costs and the payment to the Public Employee Retirement System (PERS) for the City's retired employees.

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
July 31, 2021

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
6000	6000	General City			29,432,548.27	29,432,548.27	29,432,548.27	0.330	0.325	0.330	1	
6007	6007	Successor Agency Gen			28,225,628.40	28,225,628.40	28,225,628.40	0.330	0.325	0.330	1	
1203	1205	SA Low Cost Housing			6,035,450.76	6,035,450.76	6,035,450.76	0.330	0.325	0.330	1	
6029	6029	Measure R			1,920,729.78	1,920,729.78	1,920,729.78	0.330	0.325	0.330	1	
SYS10128	10128	Measur M			1,006,841.78	1,006,841.78	1,006,841.78	0.330	0.325	0.330	1	
6019	6019	EDA Revolving Loan			73,321.72	73,321.72	73,321.72	0.330	0.325	0.330	1	
6002	6002	Prop C			1,632,175.12	1,632,175.12	1,632,175.12	0.330	0.325	0.330	1	
6030	6030	PROP A			3,207,051.82	3,207,051.82	3,207,051.82	0.330	0.325	0.330	1	
2100	6021	PERS			36,788,360.52	36,788,360.52	36,788,360.52	0.330	0.325	0.330	1	
6027	6027	River Mountain Conservancy			12,714.70	12,714.70	12,714.70	0.330	0.325	0.330	1	
6003	6003	Sewer Bond Proceeds			896,026.06	896,026.06	896,026.06	0.330	0.325	0.330	1	
		Subtotal and Average	**111,321,811.66**		**109,230,848.93**	**109,230,848.93**	**109,230,848.93**		**0.325**	**0.330**	**1**	
		Total and Average	**111,321,811.66**		**109,230,848.93**	**109,230,848.93**	**109,230,848.93**		**0.325**	**0.330**	**1**	

MARKET OUTLOOK

As of this report, the Federal Open Market Committee (FOMC) stated that they would keep interest rates the same. The City completed a $37.7 million bond transaction tied to the City's County Transportation Funding: Proposition C, Measure M and Measure R. from the revenue of sales tax from MTA, only using 50% or less of that revenue for the payment of the bonds. Interest revenue for the Fiscal Year 2022 is anticipated to be consistent with Fiscal Year 2021 numbers.

ASSUMPTIONS

The investment report represents a specific snapshot in time and it is compared to other market performers during that same period but not limited to the Local Agency Investment Fund (State of California) and other Treasury term rates. The City uses SymPro portfolio management software for investment calculation results. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA. Local Agency Investment Fund (LAIF) Pool rates have been trending lower over the last few months. The City continues to monitor the daily LAIF rates.

Treasury Rates as of 7/30/21
3 month T-Bill @ 0.0410%
6 month T-Bill @ 0.0410%
1 year T-Bill @ 0.0660%

9/2/2021

BRANDON MIMS, CITY TREASURER

September 7, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2021-2022 ($35,500)

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Debra Duncan for a period of twelve (12) months (i.e. July 1, 2021 through June 30, 2022) and establish a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2021-2022.

BACKGROUND

The City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies").

The City contracted with Debra Duncan last fiscal year to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"). Use of her services allows the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner.

Additionally, Ms. Duncan's responsibilities have included providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from OnBase Live to the Media Manager.
2. Transcribes the spoken word from video files using sophisticated software (OnBase Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluates and maintains software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

STATEMENT OF THE ISSUE

The City Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner. Thus, informal quotes were sought through cityclerks@lists.cacities.org, which is a network of current and former California City Clerks. There were only three (3) responses to our request.

Sharp's Transcription Services – $1,200.00 per meeting date
Debra Duncan - $800.00 per meeting date
Playback Communications - $120.00 per hour

The three quotes received were evaluated on experience, professionalism, knowledge, etc. Debra Duncan's quote was the lowest quote received, with her ability to attend each meeting. Additionally, the City has previously contracted with Ms. Debra Duncan and has found her service reliable and very satisfactory.

Ms. Duncan will be compensated at a flat rate of $800.00 per meeting date for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2021-2022 budget in Account No. 1001-470-000-4262.

RECOMMENDATION

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

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2021-2022 ($35,500)

WHEREAS, the City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"); and

WHEREAS, the Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, informal quotes were sought through cityclerks@lists.cacities.org, which is a network of current and former California City Clerks.

WHEREAS, there were only three (3) responses to our request from:

Sharp's Transcription Services – $1,200.00 per meeting date
Debra Duncan - $800.00 per meeting date
Playback Communications - $120.00 per hour

WHEREAS, the proposed fees by Debra Duncan were the lowest and most competitive of all the vendors; and

WHEREAS, the City contracted with Debra Duncan last fiscal year, who is knowledgeable and experienced in the needed areas of service, to transcribe and prepare the meeting minutes for the legislative bodies of the City and use of her services allowed the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12-months (i.e. July 1, 2021 through June 30, 2022); and

WHEREAS, Ms. Duncan will be compensated at a flat rate of $800.00 per meeting date for each week that meetings of the legislative bodies are conducted as well as any special meetings called; and

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

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

Section 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a contract with Debra Duncan to provide transcription services and preparation of meetings minutes for the City's legislative bodies for a period of 12-months (i.e. July 1, 2021 through June 30, 2022), payable at the flat rate of Eight Hundred Dollars ($800.00) for each week that meetings of the legislative bodies are held that Debra Duncan performs services for.

Section 2. That a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) to pay for services rendered through June 30, 2022 is authorized to be established.

Section 3. That funds for this expenditure are available in the City Clerk's Fiscal Year 2021-2022 budget in Account No. 1001-470-000-4262.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

AUGUST 7, 2021

Alita L. Godwin, MMC
City Clerk of Compton
Minute Transcription Quote
205 S. Willowbrook Avenue
Compton, CA 90220

Dear City Clerk Godwin,

I am very pleased to offer a quote for Professional Services for the transcription and preparation of meeting minutes for the City of Compton's Legislative Bodies and Electronic Streamline Services.

MINUTE TRANSCRIPTION QUOTE -- $800.00 per Legislative Body Meeting Date

I am available to attend **each** meeting of the Compton City Council. All transcription will be completed and submitted the following week after the meeting. I am trained in OnBase Live/Media Manager internet-based software.

Thank you!

Sincerely,

DEBRA H. DUNCAN
Slamduncan85@gmail.com
213.880.7180

TRANSCRIPTION SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
DEBRA DUNCAN

This **AGREEMENT** is entered and made 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 the **DEBRA DUNCAN** (hereinafter referred to as **"CONTRACTOR"**) located at 4016 Pine Avenue, Long Beach, California 90807.

RECITALS:

WHEREAS, the City requires the services of a qualified and experienced professional to assist the City Clerk's Office by providing transcription services for the meeting minutes for the four (4) legislative bodies of the City of Compton; i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton Successor Agency to the Community Redevelopment Agency of the City of Compton and the Compton City Council; and

WHEREAS, Contractor represents that she is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____ 2021, the City Council authorized the City Manager to enter into a contract with the Contractor (Debra Duncan) to provide the needed services; and

WHEREAS, Contractor is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. Services to be rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall render services **"as-needed"** and requested by the Compton City Clerk. These services shall include, but are not limited to transcription and preparation of minutes from the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency meetings. Services further include responsibly for providing a variety of technological services attendant to the agenda preparation process, including:

1. Export the consent Agenda from OnBase to the Media Manager.
2. Transcribe the spoken word from video files using sophisticated software (OnBase Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enter specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Record amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.

6. Evaluate and maintain software to determine suitability.
7. Identify and take corrective action to resolve routine operational problems.
8. Publish training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operate peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

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

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

Acceptance by City of the work performed under this Agreement does not operate as a release of said Contractor from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for period of July 1, 2020 through June 30, 2021, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate of **Eight Hundred Dollars ($800.00)** per date for transcription and preparation of meeting minutes for each and every City of Compton legislative body (i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency) meeting on that date. The compensation paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the Contractor or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall detail the work performed on each task as

applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

The Contractor understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Five Hundred Dollars ($35,500.00).**

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

4. Ownership of Materials. Contractor agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Contractor hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Contractor 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 Contractor; 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 Contractor to use, the Work Product, City agrees to hold Contractor 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 Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor 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 Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights

to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor 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 Contractor or any agent, employee, or contractor of Contractor for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Contractor.

6. Successors, Assignment and Delegation. City and the Contractor 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 Contractor are material considerations for this Agreement. Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Contractor'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 Contractor 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. Contractor 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 Contractor 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 Contractor'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. Contractor's services are unique and personal. Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment

of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

10. Indemnification. Contractor 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 Contractor, its officers, employees, subcontractors, subcontractors or agents in the performance of the duties undertaken by Contractor 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 Contractor's indemnification of the City, Contractor 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 Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Contractor 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**.**

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

11.1 Commercial General Liability Insurance. $500,000.00 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 Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, Contractor will insure 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 Contractor. 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, Contractor 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. Contractor, 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 Contractor. Upon execution of this Agreement, the Contractor shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor 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. Contractor 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. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor'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 Contractor 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 Contractor 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. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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.

16. Termination. In the event of the Contractor's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Contractor in writing. Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement.

City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subcontractor.

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

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

17. Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor 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.

18. 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.

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

20. 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.

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

22. 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.

23. Amendments. This Agreement may be modified or amended only be written document executed by both Contractor 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.

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

25. 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.

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

To Contractor:
Debra Duncan
4016 Pine Avenue
Long Beach, California 90807
(213) 880-7180

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Clerk
(310) 605-5530
(310) 639-4685 – fax

With copy to: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

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.

27. 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, CONTRACTOR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

CONTRACTOR

Dated: _____ **By _____**
Debra Duncan

CITY OF COMPTON

Approved By:

Dated: _____ **By _____**
Ronerick D. Simpson, City Manager

Approved as to form:

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

ATTEST:

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

Meeting Minutes Transcription Quote

08.11.2021

—

Prepared For:

Compton City Clerk, Alita Godwin
205 South Willowbrook Avenue
Compton, California 90220

Overview

Hi there. My name is Melvinna Sharp. Thank you for the opportunity to submit a quote for the Compton City Clerk's Office meeting minutes transcription job. I am a veteran transcriber of 18 years, preparing and producing summary minutes transcription records for the following municipalities: Compton, Carson and Inglewood, combined. I understand this job will consist of the following tasks:

Task(s)

1. Production of a minutes transcription record of the City of Compton's Legislative Bodies meetings (Public Finance Authority, Urban Community Development Commission, Successor Agency and City Council), categorized by date, starting __,2021 through __,2022.
2. Utilization of software, licenses, passwords and/or equipment, as necessary.

Rate(s)

I hereby quote a flat rate of $4,800.00 per month to produce a minutes transcription record of the City of Compton's Legislative Bodies meetings (Public Finance Authority, Urban Community Development Commission, Successor Agency and City Council), categorized by date, starting __,2021 through __,2022. The turn-around time for City Clerk review and approval will be five (5) business days after the meeting, maximum, unless previous arrangements have been made and approved by the City Clerk. Payment will be due and payable 30 days upon receipt of the invoice.

About Me

My experience began in 1996, as part of my Naval career as a United States Yeoman Third Class in the Office of the Commanding Officer, Assault Craft Unit 5, Camp Pendleton, California. I have experience using OnBase. I am currently in the process of relocating to the Los Angeles area from Sacramento, and will be able to attend the meetings. Feel free to contact me for additional information.

Best,

Melvinna Sharp, Administrative Professional

(916) 670-9054

Playback Communications
5179 Lone Tree Way, Suite 502
Antioch, CA 94531
(925) 331-8231
playbackcommunications@yahoo.com
fax# (866) 300-1468

Alita Godwin
City Clerk , City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Re: Quote for minute transcription

Dear Ms. Godwin:

I am responding to your request for a quote for Professional Services for transcription and preparation of meeting minutes of the City's Legislative Bodies and Electronic Streamline Services.

Playback Communications provides captioning services at a rate of over 200 wpm with 98% accuracy. Playback Communications provides instant view for our clients through real-time streaming. We then are able to edit our work to provide a summation of any meeting.

Our full rate for captioning and transcription services is $120.00 an hour. Please let me know if we can be of assistance to you, or if you have any further questions.

Sincerely,

Rossolyn Turner, Director
Playback Communications
925-331-8231 - office
951-496-8618 - cell

REQUEST FOR QUOTE

The City of Compton, City Clerk's Office is seeking quotes for Professional Services for transcription and preparation of meeting minutes of the City's Legislative Bodies and Electronic Streamline Services.

The City Council meet every Tuesday of the month, with the exception of the 5th Tuesday and the month of August. Meetings can last up to six (6) hours or as short as three (3) hours. It is highly desired that you attend each meeting. The transcription should be completed and submitted the following week after the meeting but no later than two weeks after the meeting.

The Legislative Bodies consist of Public Finance Authority, Urban Community Development Commission, Successor Agency and City Council. With the exception of the City Council meeting, the other meetings are held on an as needed basis.

You will be required to transcribe the spoken word from video files using sophisticated software (OnBase Live/Media Manager internet-based software). The minutes are a summation of the meeting and not verbatim.

Please submit your cost per meeting or per month. Also include if you are able to attend each meeting. Please submit your quote by August 17, 2021 to:

Alita Godwin, City Clerk, City of Compton
Minute Transcription Quote
205 S. Willowbrook Avenue
Compton, Ca 90220

or

via email

agodwin@comptoncity.org

September 7, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2021-2022 ($35,000)

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a twelve (12) month agreement (i.e. July 1, 2021 through June 30, 2022) with All Star Interpreting Service ("All Star") to provide Spanish language translation and interpretation services for the public meetings of the City's legislative bodies for Fiscal Year 2021-2022 and establish a purchase order in the amount of Thirty Five Thousand Dollars ($35,000).

BACKGROUND

The City Council conducts much of the City's business during its weekly public and televised meetings in the English language. A substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings. The City conducts public meetings of its legislative bodies up to four (4) times monthly.

STATEMENT OF ISSUE

The Clerk's Office does not have staff to perform the professional services needed to provide professional, certified language translation and interpretation services for the various City's legislative bodies. Thus, informal proposals were sought and received from three (3) firms; to wit:

All Star Interpreting Service - $750.00 flat rate per meeting
BiLingual Services International - $595.00 times 2 Interpreters (required) up to 3 hours, $195.00 per each additional hour per interpreters
Medrano Interpreting - 1000.00 times 2 Interpreters (required) up to 6 hours for a total of $2000.00 per meeting.
.

Proposals received were evaluated on experience, professionalism, knowledge, experience, etc. While each of the firms seemingly were qualified to adequately perform the tasks needed, All Star Interpreting Service proposed fees were most competitive and reasonable. Additionally, the City has previously contracted with All Star Interpreting Service and has found their services reliable and very satisfactory.

All Star has been providing translation and interpreting service for over twenty-eight (28) years. All Star is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language.

All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings. The contract with All Star will be for one (1) year (July 1, 2021 through June 30, 2022). The costs of services will remain at the rate of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement.

FISCAL IMPACT

The costs for services for Fiscal Year 2021-2022 is estimated at Thirty Five Thousand Dollars ($35,000.00). Funds for this expenditure are available in Account No. 1001-470-000-4262.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2021-2022 ($35,000)

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, informal quotes were sought from vendors that provide Spanish translation services; and

WHEREAS, there were only three (3) quotes received from:

All Star Interpreting Service - $750.00 flat rate per meeting
BiLingual Services International - $595.00 per interpreter (2 required)
Medrano Interpreting - $1000.00 per interpreter (2 required)

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12-months (i.e. July 1, 2021 through June 30, 2022); and

WHEREAS, the proposed fees by All Star Interpreting Service were the lowest and most competitive of all the vendors; and

WHEREAS, All Star Interpreting Service ("All Star") has been providing translation and interpreting service for over twenty-eight (28) years and is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language; and

WHEREAS, All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings; and

WHEREAS, the contract with All Star will be for a term of one (1) year (July 1, 2021 through June 30, 2022) at a cost not to exceed Thirty Five Thousand Dollars ($35,000.00); and

WHEREAS, funds for this expenditure are available in Account No. 1001-470-000-4262 of the 2021-2022 Fiscal Year Budget.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is authorized to enter into a twelve (12) month (i.e. July 1, 2021 through June 30, 2022) agreement with All Star Interpreting Service to provide "as-needed" professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings and translation for the City's cable telecast of the aforementioned meetings in an amount not-to-exceed $35,000.00.

Section 2. That a purchase order in the amount of Thirty Five Thousand Dollars ($35,000.00) is authorized to be established for All Star Interpreting Service.

Section 3. That funds for this expenditure are available in the 2021-2022 Fiscal Year budget in Account No. 1001-470-000-4262.

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

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

ADOPTED this _____ day of _____, 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-
NOES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

ALL STAR
INTERPRETING SERVICE

Ms. Alita Godwin, CMC
City Clerk for City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

(310) 605-5530 phone
e-mail: agodwin@comptoncity.org

August 06, 2021

Dear Ms. Godwin,

As promised, I have attached a proposal, for the interpreting services we will provide for the City Council Meetings and any other Community Meeting to be held in Compton from this date forward.

For the purposes of pricing, this proposal assumes the consideration that the meetings will last more than 3:30 hrs. Hence, the cost will remain the same whether they lasts 3:30 and up to 6:00 hrs. In case the meeting lasts under the 3:30 hrs., the City of Compton will receive a discounted invoice as we will only charge you the basic fee of $500.00. In an effort to partner with the City once again, we are maintaining the same fees we have offered you since 2012.

I look forward to working with you again. If you have any questions, please feel free to contact me at (213)400-0925.

Sincerely,

All Star Interpreting Service, Inc.
By Juan Carlos Morales
President and CEO
jcmorales@aol.com
PO Box 250958
Glendale CA 91225
(818)547-0562 Fax

ALL STAR
INTERPRETING SERVICE

All Star's Proposal for City of Compton

If we need to schedule an event outside of the City Council Chambers and a large group of attendees is expected this is what we can offer you:

Simultaneous Interpreting Rates

Interpreter labor is assumed to be for a full day event (a half day event is considered up to 3:30 hours of translation time).

Spanish Translation

Interpreter Summary	**Qty**	**Units**		
Spanish Interpreter	1	**1.0 days**	$ 950.00	$ 950.00
Interpreter Non-Profit discount	1	**1.0 days**	$ (200.00)	$ (200.00)
Total (Up to 6:00 Hrs.)				**$ 750.00**

Equipment Rental Rates

Recommended Package

This equipment package includes:

	$/unit	qty	Extended Price
Translation Station	$ 50.00	1	$ 50.00
Sound Barrier	$ 25.00	1	$ 25.00
IR Emitter 1-channel	$ 100.00	1	$ 100.00
IR Headsets 1-channel	$ 6.00	20	$ 120.00
PA system (inc. Mixer/Amp and 2 speakers)	$ 125.00	1	$ 125.00
Wireless Microphone	$ 50.00	1	$ 50.00
Regular microphone with stand & cable	$ 25.00	1	$ 25.00
Equipment Sub-Total			**$ 495.00**

If additional headsets are required, they can be supplied at a rate of $6/unit. Please, let us know as soon as possible if any other audiovisual equipment (overhead projectors, screens, etc...) is required for the event.

A/V Technician Rates

There is a 5-hour minimum, for technician labor. A/V technician rates include travel time, equipment setup, sound check, the event and removal/clean up of the equipment.

AV Tech Summary	**Qty**	**Units**		
AV Technician	1	**hours**	$ 65.00	$ 455.00
AV Technician Non-Profit discount	1	7	$ (10.00)	$ (70.00)
Total				**$ 385.00**

ALL STAR
INTERPRETING SERVICE

Cost Summary

The following is a cost summary per event. Each item is identified and totaled for your convenience.

Labor	$ 1,135.00
Equipment	$ 495.00
Taxes on Equipment 9.25%	$ 45.79
Total	**$ 1,675.79**

Event Time & Location:

Tuesday Evenings form 5:30 pm until the meeting is adjourned.

City Council Chambers or other places within the City of Compton (To be determined)

Payment Terms

All Star Interpreting Service, Inc., is a small business and can extend these very competitive rates based on prompt payment. Payment is expected within 45 days.

Credentials

All Star Interpreting Service, Inc., has been providing translations and interpreting services since 1993. All Star Interpreting Service, Inc., works with a crew of professional certified court translators and interpreters of practically every language. Among other languages, we have provided written translations and interpretation service in Chinese, Japanese, Korean, Arabic, Armenian, Yugoslavian, Hungarian, German, French, Italian, Portuguese and of course, Spanish. Upon request, we can provide virtually any other language through our network of translators and interpreters. Being members of the American Translators Association, State and Federally Certified Interpreters we strive to provide the highest quality translations in any given circumstance.

All Star Interpreting Service, Inc.
By Juan Carlos Morales
President and CEO
jcmorales@aol.com
PO Box 250958
Glendale CA 91225
(818)547-0562 Fax

INTERPRETATION AND TRANSLATION SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND ALL STAR INTERPRETING SERVICE

This **AGREEMENT** is made 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 **ALL STAR INTERPRETING SERVICE** (hereinafter referred to as **"ALL STAR"**), located at 1925 Vassar Avenue, Glendale, California 91204.

RECITALS:

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking; and

WHEREAS, the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

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

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____, 2021, the City Council authorized the City Manager to enter into an agreement with All Star to provide interpretation and translation services to the City; and

WHEREAS, All Star is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, All Star and **City,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. **Services to be rendered by All Star.** It is the mutual understanding of the parties that the All Star shall perform and be responsible for providing professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meeting. All Star shall be available for performance of services at the aforementioned public meetings of the City's legislative bodies commencing at 5:30 p.m. on any Tuesday that a meeting(s) is scheduled, unless directed otherwise by the City Clerk's Office. For special and emergency meetings of the aforementioned legislative bodies, All Star shall be available upon twenty-four (24) hours advance notice of the date and time.

All Star acknowledges that in entering into this Agreement the City is relying on All Star's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, All Star agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

All Star will be responsible for employing or engaging all persons necessary to perform the services. All of All Star's staff will be qualified by training and experience to perform their assigned tasks. All Star will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractor, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of All Star fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Acceptance by City of the work performed under this Agreement does not operate as a release of said All Star from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for the period of July 1, 2021 through June 30, 2022, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be on a flat fee-for-services basis. Interpreter labor shall be assumed to be for a full day event at a cost of **Seven Hundred Fifty Dollars ($750.00).** A half day event is considered to be less than three and a half-hours (3:30 hrs.) of translation time, charged at a cost of **Five Hundred Dollars ($500.00).** The total price paid All Star will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the All Star, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the All Star and the City. Adjustment in the total compensation will not be effective until authorized and approved by written contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the All Star. If All Star fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the All Star or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

All Star shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the All Star is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

All Star is required to comply with all federal, state and local laws and ordinances applicable to the work.

All Star understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Dollars ($35,000.00).**

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

4. Ownership of Materials. All Star agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, All Star hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by All Star or its agents, employees and subcontractor 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 All Star; 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 All Star to use, the Work Product, City agrees to hold All Star 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 All Star, or anyone for whose acts it is responsible, in preparation of the Work Product. All Star will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. All Star, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "All Star"), will perform the services in All Star's own way and pursuant to this Agreement as an independent contractor and in pursuit of All Star's independent calling, and not as an employee of City. The persons used by All Star 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 All Star, except as expressly set forth in this Agreement. All Star expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that All Star shall not at any time or in any manner, represent that All Star is in any manner officers, employees, agents or volunteers of the City. All Star shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. All Star expressly waives any claim to such rights.

The payment made to All Star pursuant to the Agreement will be the full and complete compensation to which All Star is entitled. City will not make any federal or state tax withholdings on behalf of All Star or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of All Star or its employees or subcontractors. All Star 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 All Star or any agent, employee, or contractor of All Star for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to All Star.

6. Successors, Assignment and Delegation. City and the All Star 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 All Star are material considerations for this Agreement. All Star shall not assign or transfer any interest in this Agreement or the performance of any of All Star's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of All Star'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 All Star 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. All Star 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 All Star 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 All Star'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. All Star's services are unique and personal. Except as may be agreed to by the City, All Star will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If All Star subcontracts any of the services, All Star will be fully responsible to City for the acts, errors and omissions of All Star's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as All Star is for the acts and omissions of persons directly employed by All Star. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of All Star and City. All Star will be responsible for payment of subcontractors. All Star will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to All Star's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Contractors. The City reserves the right to employ other contractors in connection with the services.

10. Indemnification. All Star 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 All Star, its officers, employees, subcontractor, subcontractors or agents in the performance of the duties undertaken by All Star 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 All Star's indemnification of the City, All Star 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 All Star or All Star's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the All Star 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**.**

Coverages and Limits. All Star will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on All Star'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 All Star pursuant to this Agreement are adequate to protect All Star. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation. All Star will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If All Star believes that any required insurance coverage is inadequate, All Star will obtain such additional insurance coverage, as All Star deems adequate, at All Star'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 All Star has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, All Star 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 All Star. 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, All Star 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. All Star, 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 All Star. Upon execution of this Agreement, the All Star shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. All Star will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. All Star 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. All Star 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. All Star represents and warrants (i) that All Star has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with All Star'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 All Star 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 All Star 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. All Star will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by All Star, or in any way affect the performance of the services by All Star. All Star 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.

16. Termination. In the event of the All Star's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying All Star in writing. All Star has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that All Star has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by All Star, whether located at the project site, at All Star's place of business, or at the offices of a subcontractor.

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

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

17. Covenants Against Contingent Fees. All Star warrants that All Star has not employed or retained any company or person, other than a bona fide employee working for All Star, to solicit or secure this Agreement, and that All Star 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.

18. 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.

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

20. 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.

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

22. 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.

23. Amendments. This Agreement may be modified or amended only be written document executed by both All Star 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.

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

25. 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.

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

To Provider:
All Star Interpreting Service
1925 Vassar Avenue
Glendale, California 91204
Attn: Juan Carlos Morales, President & CEO
(213) 400-9225
(213) 400-0925 – Direct
(818) 547-0562 – fax
customerservice@allstarinterpreting.com

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Clerk
(310) 605-5530
(310) 639-4685 – fax

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

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.

27. 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, ALL STAR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

ALL STAR INTERPRETING SERVICES

Dated: _____ **By _____**
Juan Carlos Morales, President & CEO

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Ronerick D. Simpson., City Manager

Approved as to form:

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

ATTEST:

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

BiLingual Services International

All Language Assistance Network

ESTIMATE FOR INTERPRETING SERVICES

Prepared for: Anita Godwin, MMC
City Clerk, City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
Phone: 310. 605. 5530 Email: agodwin@comptoncity.org

Services requested: Spanish language interpreting services for City Council meetings
Location, date, and time: TBD

In Person Fees:

Half-day session (up to 3 hours)	**$ 595.00 (per interpreter)**
Each additional hour or fraction thereof	**$ 195.00 (per interpreter)**
Headsets:	**$ 8.95 (per headset, if requested)**

Two interpreters required if meeting is scheduled for more than 2.0 hours

Teleconference by Zoom Fees:	**$ 495.00 (per interpreter)**
Half-day session (up to 3 hours)	**$ 165.00 (per interpreter)**

Two interpreters required if meeting is scheduled for more than 2.0 hours

Rush Fee: 25% ADDITIONAL IF LESS THAN 4 (FOUR) BUSINESS DAYS NOTICE IS PROVIDED.
Mileage: If applicable.
Parking: Reimbursement if validation is not available.

Cancellation and Re-scheduling Policy: Less than 4 (four) business days notice is subject to the minimum session rate quoted above.
Billing Policy:
50% deposit required at booking, and balance due upon receipt of invoice. VISA/ MASTERCARD accepted for payment of the 50% deposit and/or balance due.
When paying by credit card, please fill out section below.

Amount: $_____ Name on Card:_____
Expiration Date:_____ Account Number:_____
CVV#:_____ Address:_____Zip code:_____

We take this opportunity to thank you for allowing us to be of service. Should this estimate for services meets with your approval, please indicate agreement by signing below. Please feel free to email our office at biligualservices@email.com if we can be of further assistance.

_____ _____
Client's Signature Date

H. M. Torres-Comas _____
BiLingual Services International Representative Date

• EXCELLENCE IN SERVICE •
SINCE1980

cc: Estimate Interpreting.21

MEDRANO
INTERPRETING

Ms. Alita Godwin
City Clerk
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

e-mail: agodwin@comptoncity.org

August 6, 2021

Dear Ms. Alita Godwin,

Please find our proposal, for interpreting services for the City Council Meetings.

Conference interpreting requires of team interpreting if the event is to last more than one hour. For the purposes of pricing, this proposal assumes that the average length of your meetings is between 3:00 and 4:00 hours. Our costs have gone up a bit.

Should you have any questions, please feel free to contact me at (626) 576-5007.

Sincerely,

Joseph W Medrano
President/Owner
Medrano Interpreting

JOSEPH W. MEDRANO & ASSOCIATES
1828 SOUTH SIXTH STREET, ALHAMBRA, CA 91803
(626) 576-5007
www.medranointerpreting.com

MEDRANO
INTERPRETING

Proposal for
City of Compton City Council Meetings

Simultaneous Interpreting Rates

Interpreter labor is assumed to be for a full day event (a half day event is considered up to 3 hours of translation time).

Spanish Translation

Interpreter Summary	Qty	Units	Individual cost	Total cost
Spanish Conference Interpreter	2	1 full day	$ 1000.00	$ 2000.00
Total (Up to 6:00 Hrs.)				$ 2000.00

***Note**: All materials to be translated (presentations, agendas, speaker notes, etc., should be provided by customer at least 48 hours prior to the event in pdf format so the interpreters can prepare for the meeting accordingly.

Equipment Rental Rates

We do not offer equipment rental. Customer is to provide all equipment necessary to perform services.

If listening equipment is necessary, please contact Ametron at (323) 466-4321 for any audiovisual equipment (receivers, headsets, transmitters, overhead projectors, screens, etc...) required for the event.

Event Time & Location:

Tuesday Evenings form 5:30 pm until the meeting is adjourned.

City Council Chambers at 205 S. Willow Avenue, Compton, CA 90220

Payment Terms

Payment is expected within 45 days.

Visit our website: www.medranointerpreting.com

JOSEPH W. MEDRANO & ASSOCIATES
1828 SOUTH SIXTH STREET, ALHAMBRA, CA 91803
(626) 576-5007
www.medranointerpreting.com

REQUEST FOR QUOTE

The City of Compton, City Clerk's Office is seeking quotes for Professional Services for Spanish translation of the City's Legislative Bodies Meetings and translation of audience comments when requested.

The City Council meet every Tuesday of the month, with the exception of the 5th Tuesday and the month of August. Meetings can last up to six (6) hours or as short as three (3) hours. You will be required to attend each meeting.

The Legislative Bodies consist of Public Finance Authority, Urban Community Development Commission, Successor Agency and the City Council. With the exception of the City Council meeting, the other meetings are held on an as needed basis.

You will be required to translate the English spoken word to Spanish.

Please submit your quote per meeting or per meeting day by August 20, 2020 to:

Alita Godwin, City Clerk
Spanish Translation Quote
205 S. Willowbrook Avenue
Compton, Ca 90220

or

via email at

agodwin@comptoncity.org

September 7, 2021

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2021-2022 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND, FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79)**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2021-2022.

BACKGROUND

I-710 Corridor Environmental Impact Report/Environmental Impact Statement

The mission of the GCCOG includes transportation planning for the sub-region and advocating for maximum public sector funding for city and sub-regional projects. GCCOG adopted improvement of the I-710 freeway as one of its transportation priorities. The purpose and need for the study is to analyze traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor. GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study.

In April 2008, GCCOG entered into a Memorandum of Understanding (MOU) with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710. The MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers.

91/605/405 Major Corridor Study

There are 15 separate communities in the SR-91/I-605/I-405 Corridor and each has unique needs, concerns and culture of community involvement. There are also similarities regarding certain concerns such as impact of future freight growth on mobility, air quality and economic viability of the individual communities, and potential property impacts for any freeway widening.

The study provides a foundation for understanding the mobility demands of the three freeway corridors, the complete range of multi-modal improvement needs, and how the improvement project should be shaped to accommodate the needs and concerns of the Gateway Cities.

Atlantic Avenue/Boulevard Corridor Study

This study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to unincorporated Los Angeles County, for a complete street. Two primary alternatives to be considered include 1). the Atlantic Corridor as a "Complete Street" in the feasibility, and 2). as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and project benefits. The results would provide potential funding partners with an understanding of the holistic context of conditions, levels of service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, city entryways/gateways, and potential safe routes to school options.

The study would require participation and consensus from all stakeholders including the cities Compton, Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor.

STATEMENT OF THE ISSUE

In order for the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2021-2022, City Council's authorization is necessary

FISCAL IMPACT

The amount of the invoices listed below will be received annually until the projects are completed.

Local Agency Participation in the EIR/EIS report for the I-710 Corridor	$ 25,000.00
Local Agency Participation in the 91/605/405 Major Corridor Study	$ 20,000.00
Local Participation in the Study for the Atlantic Corridor	$ 6,551.79
	$ 51,551.79

Funds to pay for participation fees for the above invoices in an amount not to exceed Fifty One Thousand, Five Hundred Fifty-One Dollars and Seventy-Nine Cents **($51,551.79)** are available in Public Works Department's 2021-2022 Fiscal Year budget in Account No. 1900-710-000-4262.

ALTERNATIVES

The alternative is that the City of Compton would no longer be a part of the GCCOG and would not provide input with regards to the I-710 Corridor EIR/EIS Report, the 91/605/405 Major Corridor Study or the Atlantic Avenue/Boulevard Corridor Study.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Gateway Cities Council of Governments in the amount of $51,551.79.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY, AND THE ATLANTIC AVENUE/BOULEVARD CORRIDORS STUDY FOR FISCAL YEAR 2020-2021 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND, FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79)

WHEREAS, this resolution authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2021-2022; and

WHEREAS, the mission of the GCCOG includes transportation planning for the sub-region and advocating for maximum public sector funding for city and sub-regional projects; and

WHEREAS, GCCOG adopted improvement of the I-710 Freeway as one of its transportation priorities; and

WHEREAS, the purpose and need for the study is to analyze traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor and the GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study; and

WHEREAS, in April 2008, GCCOG entered into a Memorandum of Understanding (MOU) with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710; and

WHEREAS, the MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers; and

WHEREAS, there are 15 separate communities in the SR-91/I-605/I-405 Corridor and each has unique needs, concerns and culture of community involvement and there are also similarities regarding certain concerns such as impact of future freight growth on mobility, air quality and economic viability of the individual communities, potential property impacts for any freeway widening; and

WHEREAS, the study provides a foundation for understanding the mobility demands of the three freeway corridors, the complete range of multi-modal improvement needs, and how the improvement project should be shaped to accommodate the needs and concerns of the Gateway Cities; and

WHEREAS, the study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to unincorporated Los Angeles County, for a complete street and two primary alternatives considered include 1). the Atlantic Corridor as a “Complete Street” in the feasibility, and 2). as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and project benefits; and

WHEREAS, the results would provide potential funding partners with an understanding of the holistic context of conditions, levels of service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, city entryways/gateways, and potential safe routes to school options; and

WHEREAS, the study would require participation and consensus from all stakeholders including the cities of Compton, Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor; and

WHEREAS, in order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid; and

WHEREAS, the amount of fees are listed below and will be received annually until the projects are completed; and

Local Agency Participation in the EIR/EIS report for the I-710 Corridor	$ 25,000.00
Local Agency Participation in the 91/605/405 Major Corridor Study	$ 20,000.00
Local Participation in the Study for the Atlantic Corridor	$ 6,551.79
	$ 51,551.79

WHEREAS, funds to pay for participation fees are in an amount not to exceed Fifty One Thousand Five Hundred Fifty One Dollars and Seventy Nine Cents **($51,551.79)** are available in Public Works Department's 2021-2022 Fiscal Year budget in Account No. 1900-710-000-4262; and

WHEREAS, in order for the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2021-2022, City Council's authorization is necessary.

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

SECTION 1. That the City Manager is authorized to issue a purchase order to GCCOG in the amount of Fifty One Thousand Five Hundred Fifty One Dollars and Seventy Nine Cents ($51,551.79).

SECTION 2. That the funds to pay for membership and participation fees are available in Public Works Department's 2021-2022 Fiscal Year budget in Account Number 1900-710-000-4262.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

SECTION 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

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

September 7, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: 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 A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON HOUSING SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON ($13,500)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Property Maintenance Service Agreement with New West Landscaping ("New West") for the remainder of Fiscal Year 2021-2022; with authority to exercise a one-year renewal option; to provide routine monitoring, maintenance, and landscaping services for all Housing Successor Agency ("Housing Successor") owned properties, and establish a purchase order in the amount of Thirteen Thousand Five Hundred Dollars ($13,500.00) for services rendered.

BACKGROUND

As part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Housing Successor is required to provide landscaping services and property maintenance and management activities on Housing Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"). The intent is to prepare the subject sites for future development while ensuring public safety, discourage vandalism and illegal dumping on the Housing Successor-owned parcels.

STATEMENT OF THE ISSUE

The Housing Successor has five (5) parcels held for resale in its inventory. These parcels continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight. In order to accomplish such objectives, the Housing Successor needs to employ the services of a contractor to perform maintenance of the Housing Successor-owned properties.

On May 19, 2021, staff issued a Request for Proposal ("RFP") for Maintenance and Landscaping Services for each of the properties owned by the Housing Successor and Successor Agencies, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors. Proposals were due on June 10, 2021. Four (4) proposals were received; to wit: United Pacific Services, Inc, New West Landscaping, Screaming Eagles Services and Complete Landscape Care.

Contractor	**Successor Agency (14)**	**Housing Successor Agency (5)**	**Total Annual Cost**
New West Landscaping	$44,550.00	$13,500.00	$58,050.00
Complete Landscape Care	$79,888.50	$26,383.50	$106,272.00
Screamin Eagle Services	Not Broken Down by Agency	Not Broken Down by Agency	$175,.000.00
United Pacific Services, Inc.	Not Broken Down by Agency	Not Broken Down by Agency	$180,000.00

Review of the proposals presented by the staff evaluation committee was based on the following criteria:

I. (a) Company's contact information.
(b) Years of experience in and description of similar work in lawn care, park (recreational space) improvement, and lot clearing.
(c) Staff qualifications, training, and expertise.
(d) Amount and types of equipment that the contractor currently has on hand for completion of similar work. (photographs encouraged)
(e) Provide a fee schedule for project, including the hourly-rate and total number of anticipated staff hours. Please separate the properties by Successor Agency and Housing Successor Agency properties as set forth in the previous charts.
(f) List contact names and telephone numbers of three (3) professional references that can verify your experience.
(g) Provide proof of insurance coverage and licensure:

1. Valid Contractor's License issued by the California State License Board (CCSB)-please provide copy- detailed verification printout (can be accessed at the State of California Department of Consumer Affairs Contractors State License Board)
2. Valid City of Compton Business License
3. Worker's Compensation Insurance

II. Provide other relevant documentation for consideration of the contract.

The committee found that the proposal of New West was the lowest cost and most responsive bidder based on the criteria above and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Housing Successor-owned properties.

FISCAL IMPACT

There is no fiscal impact to the General Fund with adoption of this Resolution. The Housing Successor Agency has funds available in the amount of $13,500.00 in the Low Cost Housing Fund, Account No. 1205-920-000-4269. Should the option to extend the agreement be exercised, the costs for services rendered during Fiscal Year 2022-2023 will be $13,500.00, which will be appropriated in future City budgets.

Even though services rendered for Fiscal Year 2021-2022 will be for less than 12 months, it is anticipated that the $13,500.00 requested will be needed because there has not been any maintenance services performed on the properties since the end of Fiscal Year 2020-2021.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached Resolution.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

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 A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON HOUSING SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON ($13,500)

WHEREAS, as part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Housing Successor Agency ("Housing Successor") is required to provide landscaping services and property maintenance and management activities on Housing Successor-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"); and

WHEREAS, the Housing Successor has five (5) parcels held for resale in its inventory which continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight; and

WHEREAS, in order to accomplish such objectives, the Housing Successor needs to employ the services of a contractor to perform maintenance of the Housing Successor-owned properties; and

WHEREAS, on May 19, 2021, staff issued a Request for Proposal ("RFP") for Maintenance and Landscaping Services for each of the properties owned by the Housing Successor and Successor Agencies, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors. Four (4) proposals were received; to wit: United Pacific Services, Inc, New West Landscaping, Screaming Eagles Services and Complete Landscape Care:

Contractor	**Successor Agency**	**Housing Successor Agency**	**Total Annual Cost**
New West Landscaping	$44,550.00	$13,500.00	$58,050.00
Complete Landscape Care	$79,888.50	$26,383.50	$106,272.00
Screaming Eagle Services	Not Broken Down by Agency	Not Broken Down by Agency	$175,.000.00
United Pacific Services, Inc.	Not Broken Down by Agency	Not Broken Down by Agency	$180,000.00

WHEREAS, staff found that the proposal of New West was the lowest cost and most responsive bidder based on the criteria identified within the RFP and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Housing Successor-owned properties; and

WHEREAS, funding for this expenditure are available in the Low Cost Housing Fund.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON HEREBY 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 Property Maintenance Service Agreement with New West Landscaping ("New West") for the remainder of Fiscal Year 2021-2022; with authority to exercise a one-year renewal option; with authority to exercise a one-year renewal option; to provide routine monitoring, maintenance, and landscaping services for all Housing Successor Agency ("Housing Successor") owned properties.

Section 2. That funds for this expenditure are available in the Housing Successor Agency's Fiscal Year 2021-2022 budget in Account No. 1205-920-000-4269.

Section 3. That a purchase order is authorized to be established in the amount of $13,500.00 for services rendered during the remainder of Fiscal Year 2021-2022. That if the option to renew the term of the agreement is exercised, funds in the amount of $13,500.00 for such expenditure will be appropriated in future City budgets.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Housing Successor Agency 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
CITY OF COMPTON: ss

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

PROPERTY MAINTENANCE SERVICES CONTRACT
BETWEEN
NEW WEST LANDSCAPING
AND
THE CITY OF COMPTON
(HOUSING SUCCESSOR AGENCY)

This **CONTRACT** is made by and between the **CITY OF COMPTON. acting as the Housing Successor Agency** (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **NEW WEST LANDSCAPING** (hereinafter referred to as **"CONTRACTOR")** located at 1019 West 133rd Street, Gardena, California 90247, pursuant to Resolution No. _____, adopted by the City Council on _____, 2021.

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing monthly property maintenance and landscaping services on the Housing Successor owned parcels, identified within the attachment titled **"Housing Successor City Property Inventory",** which is incorporated herein. Services include, but are not limited to abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City**.** Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Contract by all of its employees and subcontractors, if any, and will keep the services under its control.

1.1 Key Personnel.

. a Contractor's Representative. Contractor hereby designates **Keith Dickerson, Owner** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

. b City's Representative. City hereby designates the City Manager or his/her designated representative as City's Representative for this Contract.

2. Compensation:

The method of payment for this Contract shall be based on lump sum fee amounts for each of the specified Housing Successor parcels, as identified in **Contractor's Fee Schedule** (incorporated herein) and as agreed to by the City. The agreed amount charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City.

Adjustment in the total compensation payable for each project to be completed will not be effective until authorized by written approval by the City. Adjustment to the compensation that exceeds the total compensation authorized by this Contract may require approval of the legislative body of the City.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, the City shall have the right to delay payment and/or terminate this Contract in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **City Manager** at the following address: **Housing Successor of the City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

For the work agreed to be performed pursuant to this Contract, it is understood between the parties that the maximum compensation payable to the Contractor for any and all services rendered during Fiscal Year 2021-22 of this Contract is limited to a total not-to-exceed amount of **Thirteen Thousand Five Hundred Dollars ($13,500.00).**

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and material associated with the performance of this Contract.

3. Commencement of Services:

The term of this Contract shall be effective as of execution of this Contract by the Parties, and shall expire on June 30, 2022, or when the above-specified total compensation has been exhausted, whichever occurs first, unless this Contract is terminated as provided herein.

The City Manager, at his/her discretion, is authorized to extend the term of this Contract for a period of one (1) year (i.e. July 1, 2022 through June 30, 2023), at the agreed compensation of $13,500.00.

4. Safety:

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

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

. a Employees and all other persons at the locations where services are rendered ("Sites");

. b Materials and equipment stored on the Sites or off the Sites at locations for use in performance of the work; and

.c The assigned project Sites and all property located at the Sites, whether or not said property or structures are part of the project or involved in the work.

4.3 Contractor shall designate an individual at the Sites of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

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

4.5 If the City deems any part of the work or Site unsafe, the City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the Contract price or Contract time.

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites were services are performed.

5. Indemnity:

Contractor shall indemnify and save harmless the City of Compton**,** its officials, officers, employees, agents and volunteers 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 defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

6. Insurance:

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

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

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

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

. a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

. b Automobile Liability. A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars ($500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

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

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

. a The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

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

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

. b The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

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

.c The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

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

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

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

7. <u>Nondiscriminatory Employment Practices:</u>

During the performance of this Contract, the Contractor 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. The Contractor 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. Successor and Assigns:

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, Contracts and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

9. Independent Contractor Status:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor retains the right to provide services for others during the term of this Contract.

10. Subcontracting:

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

11. Other Contractors:

The City reserves the right to employ other Contractors in connection with the services.

12. Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

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

13. Termination:

Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

13.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

13.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

13.3 If the Contractor fails to perform or breaches any material obligation under this Contract, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination, Contractor shall furnish to the City a final invoice for work performed.

14. 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 Contractor or any of Contractor's subcontractors), 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 Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. Waivers:

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

16. Amendments:

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

17. Notice:

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

To Contractor:	**New West Landscaping** **1019 West 133rd Street** **Gardena, California 90247** **Attn: Keith Dickerson, Owner** **(310) 617-9667** **(310) 769-6614 – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager** **(310) 605-5585** **(310) 761-1429 – fax.**

18. Contractor's Books and Records:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Contract for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City**,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

19. Examination and Audit:

This Contract shall be subject to examination and audit of the City**,** State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Contract.

20. Covenants Against Contingent Fees:

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract, and that Contractor 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 Contract. For breach or violation of this warranty, City will have the right to terminate this Contract for nonperformance, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

21. Extent of Contract:

This Contract and any attachments hereto, constitute the entire understanding and Contract of the parties. This Contract integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous Contracts between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Contract by reason of promise, Contract, representation, statement or warranty other than as herein contained. Nothing in this Contract shall create any Contractual relations between any subcontractor and the City.

22. Governing Law, Jurisdiction and Venue:

This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively 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.

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

23. Waiver of Jury Trial:

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

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

No provision of this Contract 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 Contract, 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, CONTRACTOR has executed this Contract and the **CITY** by its City Manager, who is authorized to do so, has executed this Contract.

NEW WEST LANDSCAPING
CONTRACTOR

By _____ **Dated: _____**
Keith Dickerson, Owner

THE CITY OF COMPTON

Approved By:

By _____ **Dated: _____**
Ronerick D. Simpson, City Manager

Approved as to form:

By _____ **Dated: _____**
Damon Brown City Attorney

ATTEST:

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

Landscape Maintenance Cost Proposals

New West Landscaping

Complete Landscape Care, Inc.

Screamin' Eagles Services

United Pacific Services, Inc.

Fee Schedule:

	Address	Size	Frequency	Fee
ID	**Successor Agency Properties**			
1	250 North Central Ave.	107,208 sq. ft.	Every Two Weeks	300.00
2	1113-1125 West Rosecrans Avenue	18,352 sq. ft.	Every Two Weeks	25.00
3	413-415 West Compton Blvd.	11,087 sq. ft.	Every Two Weeks	150.00
4	1425 East Compton Blvd.	13,392 sq. ft.	Every Two Weeks	150.00
5	110-114 North Bowen Avenue	11,505 sq. ft.	Every Two Weeks	100.00
6	413-415 North Alameda Street	11,030 sq. ft.	Every Two Weeks	150.00
7	2901 West Alondra Blvd.	40,075 sq. ft.	Every Two Weeks	100.00
8	2815-2875 West Alondra Blvd.	779,724 sq. ft.	As Requested	
9	408 West Alondra Avenue	6,603 sq. ft.	Every Two Weeks	50.00
10	412 West Alondra Avenue	18,509 sq. ft.	Quarterly @3,375	13,500
11	501-545 East Compton Blvd.	42,801 sq. ft.	Every Two Weeks	100.00
12	107 North Santa Fe Avenue 601 East Compton Blvd. 607 East Compton Blvd. 625 East Compton Blvd. 112 North Willow Ave.	43,090 sq. ft.	Every Two Weeks	200.00
13	217 East Indigo Street	7,750 sq. ft.	Every Two Weeks	100.00
14	1117 South Long Beach Blvd.	56,509 sq. ft.	Every Two Weeks	200.00
	Housing Successor Agency Properties			
1	16208 South Atlantic Avenue	40,511 sq. ft.	Every Two Weeks	200.00
2	16216 South Atlantic Avenue	7,836 sq. ft.	Every Two Weeks	50.00
3	1716 East Rosecrans Avenue	13,257 sq. ft.	Every Two Weeks	100.00
4	1950 North Central Avenue	51, 987 sq. ft.	Every Two Weeks	200.00
5	1434 West Compton Blvd.	62,262 sq. ft.	Every Two Weeks	200.00

Total fee for Successor Agency Properties= 44,550.00

Total fee for Housing Successor Agency Properties= 13,500.00

37.00 Per hour x 1488 staff hours Total= 58,050.00

New West

Fee Schedule

Successor Agency Properties						
Address	Sq. Footage	Man Hours Per Service	Hourly Price	Cost Per Service	Annual Service Frequency	Total Annual Cost
250 North Central Avenue	107,208	12.00	$41.00	$492.00	26	$12,792.00
1113 – 1125 West Rosecrans Avenue	18,352	3.00	$41.00	$123.00	26	$3,198.00
413 – 415 West Compton Boulevard	24,463	3.75	$41.00	$153.75	26	$3,997.50
1425 East Compton Boulevard	13,392	2.25	$41.00	$92.25	26	$2,398.50
110 – 114 North Bowen Avenue	11,505	1.50	$41.00	$61.50	26	$1,599.00
413 – 415 North Alameda Street	11,030	1.50	$41.00	$61.50	26	$1,599.00
2901 West Alondra Boulevard	40,075	5.25	$41.00	$215.25	26	$5,596.50
2815 – 2875 West Alondra Boulevard	779,724	24.00	$41.00	$984.00	4	$3,936.00
408 West Alondra Boulevard	6,303	0.75	$41.00	$30.75	26	$799.50
412 West Alondra Boulevard	18,509	3.00	$41.00	$123.00	26	$3,198.00
1434 West Compton Boulevard	62,262	7.50	$41.00	$307.50	26	$7,995.00
501 – 545 East Compton Boulevard	42,801	5.25	$41.00	$215.25	26	$5,596.50
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090	6.00	$41.00	$246.00	26	$6,396.00
217 East Indigo Street	7,750	1.50	$41.00	$61.50	26	$1,599.00
1117 South Long Beach Boulevard	56,509	7.50	$41.00	$307.50	26	$7,995.00
2000-2024 West Compton Boulevard	88,114	10.50	$41.00	$430.50	26	$11,193.00

Successor Agency Properties Total Annual Cost:	$79,888.50

Housing Successor Agency Properties						
Address	Sq. Footage	Man Hours Per Service	Hourly Price	Cost Per Service	Annual Service Frequency	Total Annual Cost
16208 South Atlantic Avenue	40,511	6.00	$41.00	$246.00	26	$6,396.00
Small area adjacent to 16208 S. Atlantic Avenue	0.17	0.75	$41.00	$30.75	26	$799.50
16216 South Atlantic Avenue	7,836	1.50	$41.00	$61.50	26	$1,599.00
1716 E. Rosecrans Avenue	13,257	1.50	$41.00	$61.50	26	$1,599.00
1950 North Central Avenue	51,987	7.50	$41.00	$307.50	26	$7,995.00
1434 W. Compton Blvd.	62,262	7.50	$41.00	$307.50	26	$7,995.00

Housing Successor Agency Properties Total Annual Cost:	$26,383.50

Total Annual Cost for Succesor + Housing Successor Agency Properties:	$106,272.00

HEAVY EQUIPMENT

The contractor shall furnish at his own expense, all tools, equipment, labor, material and services necessary for the satisfactory performance of the work set forth in the project specifications.

Equipment to be used:

- Landscape equipment
- Grafitti removal machine
- Bobcat (as needed)
- Dump trucks (as needed)
- Roll-off containers

All equipment operators and drivers are thoroughly and strategically trained.

PROPOSED RATES

For all services which the contractor is obligated to perform under the terms of this proposal, the City shall pay to the contractor the full amount within two weeks of receiving an invoice for previously performed work.

Annually: $175,000.00
Monthly: $14,583.33
Bi-weekly: $7,291.66

Screamin' Eagles

In order to put our plan into operation we are willing to deliver our ground up wood chips free of charge and we will not charge the city for our wood chip mulch product that is costing the State of California approximately $400.00 dollars per load. We propose to do this for the city to beautify the vacant lots in the city with a wood chip product at no cost to the city. However, it is impossible to determine the amount of debris that could be dumped on the various vacant lots and based on the high cost of dumping trash at the county of Los Angeles Transfer Stations we need the city to pay for the cost of all dump fees paid to the county of Los Angeles transfer sites. We will not charge the city for hauling the debris to the landfill however in order for this to work for United we need the city to pay for the cost of dumping debris.

I also wanted to mention we have been awarded the City's Tree Maintenance contract and we have crews working in the city providing tree planting, tree trimming and tree removal throughout the city of Compton. In addition we have also provided the city with a comprehensive Tree Inventory of all the trees in the city. This will allow us to better manage the city's Urban Forest. The combination of having the city's tree maintenance contract and at the same time this current contract would be a benefit to the city in that the city is dealing with only one company that has the resources to do both contracts at the same time with a facility located in the City of South Gate only minutes for the City of Compton. The reason this is so important is that the cost of dumping trash has skyrocket and is extremely expensive. Our landscape maintenance division can respond to any trash dropped in any street or lot within one hour with the right type of equipment from large to small tractor loaders and one-ton dump trucks to as large as a forty cubic yard roll-off container delivered by our roll-off trucks. You have over 6 million in equipment that supports our operation ready to assist the city in any emergency situations from fallen trees to trash being dropped on city streets or property and/or vacant lots.

RECAP:

United Pacific proposal for the maintenance of the vacant lots is as follows:

Number of employees	Hours worked per Day	Number of days per week	Total hours per week three employees	Total weeks per year	Total hours per year three employees	Charge per manhour	Total charge per year three employees
3	8	2	48	50	2400	$75.00	$180,000.00
We estimate it will take 3 employees working 2 days per week to maintain the vacant lots. The city at anytime can schedule the work for our crews. We will always be flexible in scheduling our crews to do work on the vacant lots and will be based on the city's schedule determined by the condition of each lot.							
DUMP COST: The amount of trash picked up by our crews at each vacant lot could be very expensive depending on the tonnage removed. We are currently using the County Santation Transfer station located in the City of Downey and debris is weighted on scales and dump receipts are given to our drivers. We propose to bill the City of Compton for all trash removed from the vacant lots on a monthly basis. All dump fees for trash removal are a pass-through back to the city.							
Wood chipped/mulch: We will not charge the city for delivery of mulch or for the cost of the mulch to be used to cover the open areas of the vacant lots with grass and dirt as a weed retention mulch to reduce the fequency of maintenance and also to enhance the appearance of each lot. To be used as ground cover.							

If you any questions concerning our bid submittal please call my direct cell number at (562) 254-0749. Thank you for taking the time to review our bid submittal we are standing by to start the contract with our crew(s).

Gus K. Franklin, President

	Address	Size
ID	**Successor Agency Properties**	
1	Elm/Tamarind	4,967 sq. ft.
2	2000-2024 West Compton Blvd.	82,496 sq. ft.
3	250 North Central Avenue	107,208 sq. ft.
4	1113-1125 West Rosecrans Avenue	18,352 sq. ft.
5	413-415 West Compton Blvd.	11,087 sq. ft.
6	1425 East Compton Blvd.	13,392 sq. ft.
7	110-114 North Bowen Avenue	11,505 sq. ft.
8	413-415 North Alameda Street	11,030 sq. ft.
9	2901 West Alondra Blvd.	40,075 sq. ft.
10	2815-2875 West Alondra Blvd.	779,724 sq. ft.
11	408 West Alondra Avenue	6,603 sq. ft.
12	412 West Alondra Avenue	18,509 sq. ft.
13	501-545 East Compton Blvd.	42,801 sq. ft.
14	601-625 East Compton Blvd.	43,090 sq. ft.
15	217 East Indigo Street	7,750 sq. ft.
16	1117 South Long Beach Blvd.	56,509 sq. ft.
	Housing Successor Agency Properties	
1	16208 South Atlantic Avenue	40,511 sq. ft.
2	16216 South Atlantic Avenue	7,836 sq. ft.
3	1716 East Rosecrans Avenue	13,257 sq. ft.
4	1950 North Central Avenue	51, 987 sq. ft.
5	1434 West Compton Blvd.	62,262 sq. ft.
6	930 West Compton Blvd.	107,020 sq. ft.

September 7, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING THE AMENDED CLASSIFICATION SPECIFICATION FOR THE POSITION OF METER READER

SUMMARY

The City Council will consider a resolution approving an amendment to the Position Classification Plan by adopting amended classification specifications for the position of Meter Reader.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to amend the position of Meter Reader.

On May 4, 2021, the City and representatives of the applicable employee bargaining union, SEIU 721, met, conferred and agreed to amend the Position Classification Plan and update the position of Meter Reader. Staff determined a need to amend the classification to change the supervision of the position of Meter Reader from the Customer Service Supervisor to the Water Operation Division Supervisor.

After conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on July 29, 2021, the Personnel Board approved amendment to the classification plan to include the amended classification specification of Meter Reader and recommend approval and adoption thereof to the City Council at its meeting conducted on September 7, 2021.

STATEMENT OF ISSUE

After review, staff has determined that in order to better classify the positions according to authority, duties and responsibilities and to meet the current departmental needs it is necessary to amend the Classification Plan by amending the classification of Meter Reader. These revisions will update the existing Classification Plan.

FISCAL IMPACT

The salaries for the above new classifications are included in the City's 2021-2022 adopted Fiscal Year's budget; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

It is recommended that the proposed resolution be adopted by the City Council.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN BY ADOPTING THE AMENDED CLASSIFICATION SPECIFICATION FOR THE POSITION OF METER READER

WHEREAS, the City Manager authorized a review of the City's Position Classification Plan to amend the position of Meter Reader; and

WHEREAS, on May 4, 2021, the City and representative(s) of the applicable employee bargaining union, SEIU 721 met, conferred and agreed to amend the Position Classification Plan to include the amended classification of Meter Reader; and

WHEREAS, after conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on July 29, 2021, the Personnel Board approved amendment to the classification of the Meter Reader and recommend approval and adoption thereof to the City Council on September 7, 2021; and

WHEREAS, after review, staff has determined that in order to better classify the position according to authority, duties and responsibilities and to meet the current departmental needs it is necessary to amend the Classification Plan by amending the classification of Meter Reader; and

WHEREAS, the salary for the above classification is included in the City's 2021-2022 adopted Fiscal Year budget; therefore, no anticipated fiscal impact will result from approving this resolution.

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

Section 1. That the amended classification specification of Meter Reader is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, Human Resources, City Manager, the City Controller.

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

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton		
METER READER		
Department: Water	**Class Code:**	6102
Revised Date: July 2021	**FLSA Status:**	Non-Exempt
Personnel Board Approved: **July 29, 2021**	**Bargaining Unit:** SEIU – Maintenance & Trades	
Council Approved:		

GENERAL PURPOSE: Under general supervision, reads meters and records readings and usage levels in computerized hand held device for assigned routes. Inspects meters, meter boxes and connections to determine maintenance requirements; generates work orders necessary for maintenance through hand held device. Cleans meter boxes and replaces meter box lids; performs related work as assigned.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the ~~Customer Service Supervisor~~ Water Operation Division Supervisor; does not have supervisory responsibilities.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Reads and records meter readings on assigned route to assess usage levels and enters data into hand held computerized device.
- Maintains accurate reading review to assure accurate user billings.
- Inspects meter, boxes and connections for any damage or maintenance requirements; records maintenance work order requests into hand held device.
- Reviews assigned route and secures all meter readings before route is turned in as completed.
- Interacts with customers regarding meter related problems.
- Cleans meter boxes and replaces meter box lids.
- Responds to questions and resolves customer service issues within scope of authority.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

High School diploma or GED equivalent; AND one (1) year experience in a related field; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver's License.

Required Knowledge of:

- City organization, operations, policies and procedures.
- Geographical layout and street locations of service areas.

- Occupational hazards and safety precautions related to meter reading.
- Using common office machinery, hand tools and equipment.

Required Skill in:

- Reading street maps, street signs, and meters accurately and entering information in a computer device correctly.
- Locating meters by distinguishing directions (north, south, east, west) from abbreviated meter locations
- Using computerized hand-held device to read meters.
- Following safety practices and recognizing safety hazards.
- Human relations and communicating effectively with customers.
- Following written and oral instructions.
- Verbal and written communications.
- Ability to establish and maintain effective working relationships with those contacted in the course of the work.

Physical Demands / Work Environment:

- Work is performed in a primarily outdoor setting and will require some work in high temperatures (above 80 degrees) and low temperatures (40-60 degrees) with exposure to the elements.
- Work involves heavy physical activity with exposure to insects, dogs, rodents, snakes and other hazards.
- Work may require frequent walking, sitting, talking, hearing, using hands and fingers, stooping, kneeling, crouching, climbing, balancing, crawling and perform other similar actions during the course of the workday, and on occasion digging.
- Must be physically capable of operating motor vehicle safely and have an acceptable driving history.
- On occasion work will require exposure to slippery surfaces and dust.

September 7, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **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 MULTI-YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SERVICE FIRST COMMERCIAL POOL SYSTEMS FOR MAINTENANCE SERVICE OF THE GONZALES AND LUEDERS PARKS POOLS ($44,000)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a multi-year service agreement (i.e. commencing on execution of the contract through June 30, 2024) with Service First Commercial Pool Systems to provide routine and "as-needed" commercial cleaning and maintenance services of the Gonzales Park Aquatic Center pools and the Lueders Park Aquatic Center pool three (3) times each week and establish a purchase order in an amount not to exceed Forty Four Thousand Dollars ($44,000) for services rendered during the Fiscal Year 2021-2022.

BACKGROUND

The City of Compton operates and maintains two (2) pools at Gonzales Park (i.e. a competition pool containing 286,000 gallons of water and a children's activity pool containing 27,600 gallons of water) and one (1) pool at Lueders Park (i.e. a commercial pool containing 250,000 gallons of water).

Although the pools continue to remain closed due to the COVID 19 pandemic, the pools still require ongoing maintenance to preserve the pool structures and equipment for continued operation.

STATEMENT OF THE ISSUE

When pools are not properly maintained, the incidence of cracks in the concrete, leaks in the pool plumbing, pump problems, clogged filters and corrosion may occur and cause additional repair costs. The Public Works Street Maintenance Department ("Department") do not have personnel with the training, experience and expertise needed for the maintenance of these City pools, thus, in order keep pool structures and equipment properly maintained it is in the best interest of the City and safety to the public that a commercial pool contractor be retained to perform the necessary services.

Department staff solicited quotes from qualified commercial pool maintenance vendors and received the following quotes:

VENDOR	GONZALEZ POOL	LUEDERS POOL	MONTHLY CHARGE
A&M	$2450.	$2150.	$4600.
Service First	$1953.	$1701.	$3654.
Waterline	$2385.	$2075.	$4460.

(*Please note that quoted costs do not include pool chemicals because of price and frequency variation)***.**

The lowest, most responsive quote was received from Service First Commercial Pool Systems. The City has used this company in the past and has been satisfied with its service and response times and recommends that a multi-year service agreement be entered with this vendor.

FINANCIAL IMPACT

Funds in the amount of $44,000.00 for services that will be rendered at the Gonzales and Lueders Parks Aquatic Centers during the first contract year are allocated in the Department's Fiscal Year 2021-2022 Budget in Account 1001-720-PK0-4269 (General Fund). Funds for the remaining years of the contract (i.e. Fiscal Years 2022-2023 and 2023-2024) will be allocated in future Fiscal Year budgets.

RECOMMENDATION

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

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR SERVICE FIRST COMMERCIAL POOL SYSTEMS FOR MAINTENANCE SERVICE OF THE GONZALES AND LUEDERS PARKS POOLS ($44,000)

WHEREAS, the City of Compton operates and maintains two (2) pools at Gonzales Park (i.e. a competition pool containing 286,000 gallons of water and a children's activity pool containing 27,600 gallons of water) and one (1) pool at Lueders Park (i.e. a commercial pool containing 250,000 gallons of water); and

WHEREAS, although the pools continue to remain closed due to the COVID-19 pandemic, the pools still require ongoing maintenance to preserve the pool structures and equipment for continued operation; and

WHEREAS, when pools are not properly maintained, the incidence of cracks in the concrete, leaks in the pool plumbing, pump problems, clogged filters and corrosion may occur and cause additional repair costs; and

WHEREAS, the Public Works Street Maintenance Department ("Department") do not have personnel with the training, experience and expertise needed for the maintenance of these City pools, thus, in order keep pool structures and equipment properly maintained it is in the best interest of the City and safety to the public that a commercial pool contractor be retained to perform the necessary services; and

WHEREAS, Department staff solicited quotes from qualified commercial pool maintenance vendors and received the following quotes:

VENDOR	GONZALEZ POOL	LUEDERS POOL	MONTHLY CHARGE
A&M	$2450.	$2150.	$4600.
Service First	$1953.	$1701.	$3654.
Waterline	$2385.	$2075.	$4460.

(*Please note that quoted costs do not include pool chemicals because of price and frequency variation)***.**

WHEREAS, after reviewing the quotes presented, it was determined that the lowest, most responsive quote was received from Service First Commercial Pool Systems, and staff recommends that a multi-year service agreement be entered with this vendor; and

WHEREAS, funds for expenditure are available in the Department's Fiscal Year 2021-2022 Budget.

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 multi-year service agreement (i.e. commencing on execution of the contract through June 30, 2024) with Service First Commercial Pool Systems to provide routine and "as-needed" cleaning and maintenance services for the Gonzales Park Aquatic Center pools and the Lueders Park Aquatic Center pool three (3) each week.

Section 2. That funds in the amount of $44,000.00 for services that will be rendered at the Gonzales and Lueders Parks Aquatic Centers during the first contract year (i.e. Fiscal Year 2021-2022) are allocated in the Department's Fiscal Year 2021-2022 Budget in Account 1001-720-PK0-4269 (General Fund). Funds for the Fiscal Years 2022-2023 and 2023-2024 will be allocated in future Fiscal Year budgets.

Section 3. That a purchase order in the amount of $44,000.00 is hereby authorized to established for Service First Commercial Pool Systems for services rendered during the first (1st) contract year.

Section 4. 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 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 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

A&M POOLS, INC.

220 MIRA VERDE DRIVE
LA HABRA HTS., CA 90631
PHONE:
562.690.1514
FAX:
562.690.1513
BONDED • INSURED • LICENSE#: C53-715411

City of Compton

Gonzalez Park

1101 West Cressey St

Compton Ca 90221

Commercial Pool Maintenance performed Three (3) times per week, Labor only for Competition Pool

And Children's Activity Pool

$2450.00/mo

A&M POOLS, INC.

220 MIRA VERDE DRIVE
LA HABRA HTS., CA 90631
PHONE:
562.690.1314
FAX:
562.690.1513
BONDED • INSURED • LICENSE: CSL-795811

City of Compton

Leuders Park

1500 Rosecrans Ave

Compton Ca 90221

Commercial Pool Maintenance performed Three (3) times per week, Labor only for Slide Commercial Pool

$2150.00/mo

Service First

Quotation Only

2510 N Grand Ave st 110 Office: (714) 573-2253
Santa Ana Ca 92705 Fax: (714) 573-2261
Contractors Lic. #556812 C-53 C-61/D-35

TO:	City of Compton	CUSTOMER ORDER NO.		STARTED	FINISHED
ADDRESS:	1101 West Cressey Street Compton Ca 90221	☐ OPEN	☐ WARRANTY	Cost code	Department
		CONTACT:	Traci Watkins		
		Email:	twatkins@comptoncity.org		
JOB NAME / LOCATION	Gonzalez Park Aquatic Center	PHONE:	310-605-5691		
		DATE	7/16/2021		

Commercial Pool Service

Competition Pool 286,000 Gallons
Childrens Activity Pool 27,600 Gallons

Service to be performed three (3) times per week labor only. Chemicals NOT included

Grand Total			**$1953.00/mo**

Approval to start work:

Name/Signature

TITLE

Service First

Quotation Only

2510 N Grand Ave st 110 Office: (714) 573-2253
Santa Ana Ca 92705 Fax: (714) 573-2261
Contractors Lic. #556812 C-53 C-61/D-35

TO:	City of Compton	CUSTOMER ORDER NO.		STARTED	FINISHED
ADDRESS:	1500 Rosecrans Ave Compton Ca 90221	☐ OPEN	☐ WARRANTY	Cost code	Department
		CONTACT:	Traci Watkins		
		Email:	twatkins@comptoncity.org		
JOB NAME / LOCATION	Leuders Park Pool	PHONE:	310-605-5691		
		DATE	7/16/2021		

Commercial Pool Service

Commercial Pool < 250,000 Gallons

Service to be performed three (3) times per week labor only. Chemicals NOT included

Grand Total		**$1701.00/mo**

Approval to start work:

Name/Signature

TITLE

WATERLINE TECHNOLOGIES, INC.

QUOTATION

PSOC
SWIMMING POOL EQUIPMENT & CHEMICALS

SANTA ANA BRANCH
620 SANTIAGO STREET
SANTA ANA, CA 92701
714.564.9100

ORDER NUMBER	
1639873	
ORDER DATE	**PAGE**
7/20/2021 12:58:57	1 of 1

BILL TO: 8523

CITY OF COMPTON PARKS AND REC
205 S WILLOWBROOK AVE
COMPTON, CA 90220

SHIP TO: 8450

GONZALES PARK POOL
1101 WEST CRESSY STREET
KEY #8
COMPTON, CA 90222

310-605-5501

PO NUMBER	CARRIER	TERMS
POOL SERVICE QUOTE	OUR TRUCK - SANTA ANA	Net 30

LINE	ITEM DESCRIPTION	ORDERED	PRICE	EXTENDED PRICE
	DELIVERY INSTRUCTIONS: PLEASE CALL MANUEL PRIOR TO DELIVERY 310-650-9793			
1	L SERVICE LABOR Vendor: 1698 Part # : SERVICE LABOR CHARGE POOL CLEANING SERVICE FOR 3 TIMES PER WEEK - CHEMICALS ARE NOT INCLUDED	1	2,385.00	2,385.00

TOTAL LINES: 1

SUB-TOTAL: 2,385.00

Quote Expires On 9/18/2021

AMOUNT DUE: **2,385.00**

All items are in accordance with plans and specifications. Waterline Technologies shall not be responsible for misinterpretations of specifications after making a reasonable effort. Material quoted shall be verified by the purchaser as to conforming to specifications and/or quantities. Waterline Technologies shall not be obligated to honor or accept any purchase order based on the quotation, and no contract or obligation on the part of Waterline Technologies shall arise unless and until all of the following conditions have been satisfied: 1. The quote is timely and unconditionally accepted in writing by perspective customer within ten (10) days of the quotation. 2. All terms of the quotation are accepted without modifications or change. 3. Waterline Technologies satisfies itself, in the sole and absolute discretion, regarding the credit worthiness of the prospective customer. 4. It is the responsibility of the purchaser to carefully review the items listed for accuracy and application. 5. Unless revised in writing, the goods listed above are those that will be shipped.

Signature: _____ Date: _____

TBERREY tberrey@waterlinetech.com

WATERLINE TECHNOLOGIES, INC.

QUOTATION

PSOC
SWIMMING POOL EQUIPMENT & CHEMICALS

SANTA ANA BRANCH
620 SANTIAGO STREET
SANTA ANA, CA 92701
714.564.9100

ORDER NUMBER	
1639876	
ORDER DATE	**PAGE**
7/20/2021 13:42:05	1 of 1

BILL TO: 8523

CITY OF COMPTON PARKS AND REC
205 S WILLOWBROOK AVE
COMPTON, CA 90220

310-605-5501

SHIP TO: 6314

LUEDERS PARK
1500 ROSECRANS AVE
KEY #22
COMPTON, CA 90221
MAP 735 D-4

PO NUMBER	CARRIER	TERMS
POOL CLEANING QUOTE	OUR TRUCK - SANTA ANA	Net 30

LINE	ITEM DESCRIPTION	ORDERED	PRICE	EXTENDED PRICE
	DELIVERY INSTRUCTIONS: ***ALBERTO CELL 714-863-1206			
1	L SERVICE LABOR Vendor: 1698 Part # : SERVICE LABOR CHARGE POOL CLEANING SERVICE - 3 TIMES WEEKLY - CHEMICALS IS NOT INCLUDED	1	2,075.00	2,075.00

TOTAL LINES: 1

SUB-TOTAL: 2,075.00

Quote Expires On 9/18/2021

AMOUNT DUE: **2,075.00**

All items are in accordance with plans and specifications. Waterline Technologies shall not be responsible for misinterpretations of specifications after making a reasonable effort. Material quoted shall be verified by the purchaser as to conforming to specifications and/or quantities. Waterline Technologies shall not be obligated to honor or accept any purchase order based on the quotation, and no contract or obligation on the part of Waterline Technologies shall arise unless and until all of the following conditions have been satisfied: 1. The quote is timely and unconditionally accepted in writing by perspective customer within ten (10) days of the quotation. 2. All terms of the quotation are accepted without modifications or change. 3. Waterline Technologies satisfies itself, in the sole and absolute discretion, regarding the credit worthiness of the prospective customer. 4. It is the responsibility of the purchaser to carefully review the items listed for accuracy and application. 5. Unless revised in writing, the goods listed above are those that will be shipped.

Signature: _____ Date: _____

TBERREY tberrey@waterlinetech.com

SERVICES CONTRACT
BETWEEN
SERVICES FIRST COMMERCIAL POOL SYSTEMS
AND
CITY OF COMPTON

This **CONTRACT** is made 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 **SERVICE FIRST COMMERCIAL POOL SYSTEMS (**hereinafter referred to as "**CONTRACTOR")** located at 2510 North Grand Avenue, Suite 110, Santa Ana, California 92705, pursuant to Resolution No. _____, adopted by the City Council on _____, 2021.

WITNESSETH:

That the City and Contractor, for the consideration, terms and conditions herein described, mutually agree as follows:

1. Services to be Performed by Contractor. The Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing regularly scheduled and "as-needed" cleaning and maintenance services for the Gonzales Park Aquatic Center, located at 1101 West Cressey Street, and Lueders Park Aquatic Center, located at 1500 East Rosecrans Avenue, Compton. Services shall be performed three (3) times weekly during the term of this Contract. Services to be provided shall include the following *(Contractor to perform labor only, no chemicals provided)*:

A. Gonzales Park (Competition Pool and Children's Activity Pool) and Lueders Park (Commercial Pool).

Weekly Services (3 times):

- Vacuum the bottom surface of each pool
- Skim debris from surface of each pool
- Clean all water line tiles as necessary
- Brush sides of each pool to remove dirt and debris as needed
- Remove accumulated debris from all pool skimmers and drains
- Remove accumulated debris from all pump strainers
- Backwash pool filter as necessary to maintain proper pressure differential
- Refill all chemical feed equipment containers as necessary *(City to provide chemical supplies)*
- Maintain a clean and organized equipment room
- Check and record the following in the supplied commercial log book:

    1. Free Chlorine
    2. pH level
    3. Flow rate
    4. Influent pressure
    5. Effluent pressure
    6. Pool Temperature
    7. Chemicals added
    8. Services performed

- Check for safety hazards and conditions in and around the pool area.

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work. Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense (except chemicals, to be provided by City), as are necessary to perform and complete the work in a good worker-like and substantial manner and to the satisfaction of the City**.**

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical work, materials, tools, equipment, transportation, telephone, etc. *(except for those items that go beyond the scope of work specified above or that the City expressly agrees to provide or perform)*, used by Contractor in connection with the work.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its personal attention to the fulfillment of the provisions of this Contract by all of its employees and subcontractors, if any, and will keep the services under its control.

1.1 Key Personnel.

.a Contractor's Representative. Contractor hereby designates **Bob Wormus, Project Manager** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

.b City's Representative. City hereby designates the **Damion Timmons, Street Superintendent** or his/her designated representative as City's Representative for this Contract.

2. Term of Contract. The term of this Contract shall be effective as of execution of this Contract by the Parties through June 30, 2024, unless this Contract is extended or terminated as provided herein.

3. Compensation.

The method of payment for this Contract shall be based on the following agreed monthly rates for services rendered.

- Weekly maintenance/servicing of Gonzales Park Aquatic Center Competition Pool and Children's Activity Pool: $1,953.00 per month that services are performed.

- Weekly maintenance/servicing Lueders Park Aquatic Commercial Pool: $1701.00 per month that services are performed.

The services to be performed by the Contractor shall be three (3) times each week for the term of this Contract. Services performed are for labor only, chemical supplies are not included . The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized by written approval by the City and Contractor. Adjustment to the compensation that exceeds the total compensation authorized by this Contract may require approval of the legislative body of the City.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for services rendered during the period reflected in the invoice. Contractor's invoice(s) shall be delivered or mailed to the **Damion Timmons, Street Superintendent** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

4. Safety.

4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

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

.a Employees and all other persons at the location where services are rendered ("Sites");

.b Materials and equipment stored on the Sites or off the Sites at locations for use in performance of the work; and

.c The assigned project Sites and all property located at the Sites, whether or not said property or structures are part of the project or involved in the work.

4.3 Contractor shall designate an individual at the Sites of the assigned project in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

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

4.5 If City deems any part of the work or Sites unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites where services are performed.

5. Indemnity. Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter 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 defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising

out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

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

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

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

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

.a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Commercial General Liability, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

.b Automobile Liability: Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Automobile Liability Insurance, ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

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

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

.a The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

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

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

.b The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

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

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

.c The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

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

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

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

7. Nondiscriminatory Employment Practices. During the performance of this Contract, the Contractor 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. The Contractor 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part.

8. Successor and Assigns. City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, Contracts and obligations contained in this Contract. Neither party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

9. Independent Contractor Status. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor retains the right to provide services for others during the term of this Contract.

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

11. Permits and Licenses. Contractor, at its sole expense, shall obtain and maintain during the term of this Contract, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

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

12. Termination. Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

12.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

12.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

12.3 The Contractor fails to perform or breaches any material obligation under this Contract, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

12.4 Either Party may terminate this Contract for convenience, with or without cause, upon provision of no less than sixty (60) days advance written notice to the other party.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination, Contractor shall furnish to the City a final invoice for work performed prior to the date of termination.

13. 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 Contractor or any of Contractor's subcontractors), 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 Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

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

15. Amendments. This Contract may be modified or amended only by written document executed by both Contractor 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 Contract.

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

Contractor:	**Service First Commercial Pool Services** **2510 North Grand Avenue, Suite 110** **Santa Ana, California 92705** **Attn: Bob Wormus, Project Manager** **(714) 573-2200** **(714) 573-2297 – fax.**
City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Damion Timmons, Street Superintendent** **(310) 605-5691** **(310) 609-1753 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

17. **Contractor's Books and Records.** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Contract for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City**,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

18. **Examination and Audit.** This Contract shall be subject to examination and audit of the City**,** State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Contract.

19. **Extent of Contract.** This Contract and any attachments hereto, constitute the entire understanding and Contract of the parties. This Contract integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous Contracts between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Contract by reason of promise, Contract, representation, statement or warranty other than as herein contained. Nothing in this Contract shall create any contractual relations between any subcontractor and the City.

20. **Governing Law, Jurisdiction and Venue.** This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively 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.

Should any part of this Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force

and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

21. Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Contract, the relationship between City and Contractor, Contractor's performance on each project, or the enforcement of any remedy under any law, statute or

regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work on any assigned projects, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

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

23. Miscellaneous. No provision of this Contract 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 Contract, 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, Contractor has executed this Contract and the **City**, by its City Manager, who is authorized to do so, has executed this Contract.

SERVICE FIRST COMMERCIAL POOL SERVICES
CONTRACTOR

Dated: _____ **By _____**
Rich Rohr, President

CITY OF COMPTON

Recommended for Approval:

By _____ **Dated: _____**
Damion Timmons, Street Superintendent

Approved by:

Dated: _____ **By_____**
Ronerick D. Simpson, City Manager

Approved as to form:

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

ATTEST:

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

September 7, 2021

TO: **MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS ENGINEERING DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2018-2019 ($92,750)**

SUMMARY

Adoption of the attached resolution will amend the Public Works Engineering Department's Fiscal Year 2021-2022 budget to accept and appropriate Ninety Two Thousand Seven Hundred Fifty Dollars ($92,750.00) in funds from the Los Angeles County Metropolitan Transportation Authority ("LACMTA") National Transit Data ("NTD") and authorize the City Manager to enter into a Memorandum of Understanding with LACMTA for successfully reporting to the National Transit Database for Fiscal Year 2018-2019.

BACKGROUND

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

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

STATEMENT OF THE ISSUE

On September 24, 2019, LACMTA approved the FY 2020-2021 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2018-2019. Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

On December 27, 2020, the Federal Transit Administration published in the Federal Register the FY 2018-2019 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD.

The City has voluntarily submitted their FY 2018-2019 data to the NTD and have successfully met all NTD and FTA requirements in order to generate Federal 5307 funds for the Los Angeles County region.

Upon adoption of this resolution, the City Manager will sign a Memorandum of Understanding with the LACMTA, which entitles the City of Compton to receive a grant of Ninety Two Thousand Seven Hundred Fifty Dollars ($92,750.00) for the City's participation in the National Transit Data Base development for Fiscal Year 2018-2019.

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

City Council authorization is required for amendment of the FY 2021-2022 budget to accept and authorize the grant funds and authorize the City Manager to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to NTD for FY 2018-2019.

FISCAL IMPACT

There is no impact to the City's General Fund with this resolution. The funds appropriated will be allocated from Grant Funding sources, including Federal Transit Administration, United States Department of Transportation and Federal Highway Administration, which will be appropriated as follows:

Increase Revenue

2000-000-000-3577	Other Agencies - MTA	$92,750.00

Increase Expenditure

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

2000-710-000-4269	Other Contract Services	$92,750.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY NATIONAL TRANSIT DATA FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2018-2019 ($92,750)

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

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

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

WHEREAS, on December 27, 2020, the Federal Transit Administration ("FTA") published in the Federal Register the FY 2018-2019 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the City has voluntarily submitted their FY 2018-2019 data to the NTD and have successfully met all NTD and Federal Transit Administration requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

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

WHEREAS, on adoption of this Resolution, the City Manager will sign a Memorandum of Understanding with the LACMTA which entitles the City of Compton to receive a grant of Ninety Two Thousand Seven Hundred Fifty Dollars ($92,750.00) for the City's participation in the National Transit Data Base development for Fiscal Year 2018-2019; and

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

WHEREAS, the City of Compton will accept Ninety-Two Thousand Seven Hundred and Fifty Dollars ($92,750.00) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works Department's FY 2021-2022 budget; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and submit an invoice in the amount of Ninety-Two Thousand Seven Hundred and Fifty Dollars ($92,750.00) in order to receive payment.

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

SECTION 1. That the City hereby accepts and appropriates Ninety Two Thousand Seven Hundred Fifty Dollars ($92,750.00) in National Transit Data funds from the Los Angeles County Metropolitan Transportation Authority for successfully reporting to the National Transit Database for Fiscal Year 2018-2019.

SECTION 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a "Proposition A Discretionary Incentive Grant Program Memorandum of Understanding for Collecting and Reporting Data for the National Transit Database for Report Year 2019" with the Los Angeles County Metropolitan Transportation Authority.

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

Increase Revenue

2000-000-000-3577	Other Agencies - MTA	$92,750.00

Increase Expenditure

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

2000-710-000-4269	Other Contract Services	$92,750.00

SECTION 4. That the Public Works Department's Fiscal Year 2021-2022 budget shall be amended to accept and appropriate fund in the amount $92,750.00 into Account No. 2000-710-000-4269 for the additional expenditures and Account No. 2000-000-000-3577 for the increased revenues.

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

SECTION 6. That the Mayor shall sign and City Clerk attests 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 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-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2019

This Memorandum of Understanding (MOU) is entered into as of March 1, 2021 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

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

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

WHEREAS, at its September 24, 2020 Board meeting, LACMTA approved the Fiscal Year FY 2020-21 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2018-19. It also included supplemental funding for the City as CARES Act Equivalent funds to support transportation programs that are impacted by the COVID-19 crisis; and

WHEREAS, the City has voluntarily submitted their FY2018-19 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2018-19 Report Year (the "Project"); and

WHEREAS, on December 27, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2020-21 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

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

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

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **March 1, 2021**, through **June 30, 2024** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2018-19 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2018-19 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **October 31, 2019**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2018-19 NTD statistics. LACMTA shall pay the City for submitting the FY 2018-19 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 129,101 revenue vehicle miles reported by the City multiplied by the FTA unit value of $ 0.434030161 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 23,215 revenue vehicle miles reported by the City multiplied by the FTA unit value of $ 0.434030161 per revenue vehicle mile. See Attachment A for detail.

CARES ACT EQUIVALENT SUPPLEMENTAL FUNDING
LACMTA shall pay up to $ 26,640 in CARES Act equivalent Program Funds to support transit programs that are impacted by the COVID-19 pandemic.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2024**, in the amount of **$92,750** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

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

Re: LACMTA MOU# MOUPAICOMP21000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

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

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton,CA 90220
Attn: John Strickland
jstrickland@comptoncity.org

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

CITY:

City of Compton

_____

Mayor/City Manager

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: _____

Los Angeles County Metropolitan Transportation Authority

By: _____
STEPHANIE N. WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____
Deputy

Date: 6/22/2021

September 7, 2021

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENT 2021-2022 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO UNIFIRST FOR UNIFORM SERVICES FOR PARATRANSIT DRIVERS ($2,000.00)

SUMMARY

This Resolution authorizes the City Manager to amend the Public Works Department 2021-2022 Fiscal Year budget to transfer funds between accounts and issue a purchase order in the amount of $2,000.00 to Unifirst for uniform services for the department's paratransit drivers.

BACKGROUND

On March 2, 2017, the City of Compton entered into a contract with Unifirst to provide weekly uniform services for Dial-A-Ride paratransit drivers. Dial-A-Ride is a division of the Public Works Engineering Department.

Paratransit drivers provide shared, fixed transportation service for residents of Compton, age 65 and older, and those that meet American Disabilities Act (ADA) eligibility requirements. The City requires paratransit drivers to wear City issued uniforms while performing their job duties.

STATEMENT OF ISSUE

Unifirst has provided weekly uniform services for 3 paratransit drivers from July 1, 2020 to the present. Due to the City Manager's $25,000 threshold being reached during fiscal year 2020-2021, Dial-A-Ride Division was unable to pay outstanding invoices due to Unifirst.

The Public Works Department is therefore requesting City Council to authorize the City Manager to issue a purchase order in the amount $2,000.00 to pay for uniform services.

ALTERNATIVE

There is no other alternative at this time.

FISCAL IMPACT

The Public Works Department 2021-2022 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

Account No.	Description	Amount
2000-710-000-4249	Special Projects	$2,000.00

To:

Account No.	Description	Amount
2000-710-000-4246	Uniform Replacement	$2,000.00

Funds in the amount of $2,000.00 will be available in the Public Works 2021-2022 fiscal year budget in Account No. 2000-71-000-4246.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

RONERICK SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENT 2021-2022 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO UNIFIRST FOR UNIFORM SERVICES FOR THE PARATRANSIT DRIVERS ($2,000.00)

WHEREAS, this Resolution authorizes the City Manager to amend the Public Works Department 2021-2022 Fiscal Year budget to transfer funds between accounts and issue a purchase order in the amount of $2,000.00 to Unifirst for uniform services for the department's paratransit drivers; and

WHEREAS, on March 2, 2017, the City of Compton entered into a contract with Unifirst to provide weekly uniform services for Dial-A-Ride paratransit drivers; and

WHEREAS, Dial-A-Ride is a division of the Public Works Engineering Department; and

WHEREAS, paratransit drivers provide shared, fixed transportation service for residents of Compton, age 65 and older, and those that meet American Disabilities Act (ADA) eligibility requirements; and

WHEREAS, the City requires paratransit drivers to wear City issued uniforms while performing their job duties; and

WHEREAS, Unifirst has provided weekly uniform services for 3 paratransit drivers from July 1, 2020 to the present and due to the City Manager's $25,000 threshold being reached during fiscal year 2020-2021, Dial-A-Ride Division was unable to pay invoices due to Unifirst; and

WHEREAS, the Public Works Department is therefore requesting City Council to authorize the City Manager to issue a purchase order in the amount $2,000.00 to pay for uniform services; and

WHEREAS, the Public Works Department 2021-2022 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

Account No.	**Description**	**Amount**
2000-710-000-4249	Special Projects	$2,000.00

To:

Account No.	**Description**	**Amount**
2000-710-000-4246	Uniform Replacement	$2,000.00

WHEREAS, funds in the amount of $2,000.00 will be available in the Public Works 2021-2022 fiscal year budget in Account No. 2000-71-000-4246.

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

Section 1. That the City Manager is hereby authorized to amend the Public Works Department 2021-2022 Fiscal Year budget transferring fund between accounts and issue a purchase order to Unifirst for uniform services for the paratransit drivers.

Section 2. That the Public Works Department 2021-2022 Fiscal Year budget will be amended to transfer funds between accounts as follows:

From:

Account No.	Description	Amount
2000-710-000-4249	Special Projects	$2,000.00

To:

Account No.	Description	Amount
2000-710-000-4246	Uniform Replacement	$2,000.00

Section 3. That funds in the amount of $2,000.00 will be available in the Public Works Department 2021-2022 Fiscal Year budget in Account No. 2000-710-000-4246.

Section 4. That a purchase order in the amount of $2,000.00 is authorized to be established for Unifirst to pay outstanding invoices for uniform services.

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

Section 6. 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

September 7, 2021

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL MANAGER**
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK HOLDING COMPANY LLC FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2021-2022 ($44,885.80)**

SUMMARY

City Council adoption of the attached resolution will authorize the City Manager to issue a purchase order to Springbrook Holding Company LLC ("Springbrook") in the amount of Forty Four Thousand Eight Hundred Eighty Five Dollars and Eighty Cents ($44,885.80) for provision of utility billing support, finance integration and postal link for the Compton Municipal Water Department ("Department") during Fiscal Year 2021-2022 (i.e. July 1, 2021 through June 30, 2022).

BACKGROUND

The Department delivers quality water to residents of the City of Compton. One of the Department's goals is to implement ways to provide better service and more effectively serve its customers. The Department bills approximately 22,000 customers monthly. The Department utilizes Springbrook Utility Billing software for billing and finance integration, which is a complex database of customer data and information for billing of water, sewer and refuse collection services as well as customer service support.

STATEMENT OF THE ISSUE

The Department bills approximately 22,000 customers monthly for water, sewer and refuse collection services, and offers various ways to pay their bill including in person, on line or by telephone. Springbrook is the current vendor of the Utility Billing software. There is an Annual Maintenance and Support services cost for this software. The cost for these services, which includes utility billing support, finance integration, and postal link is $44,885.80 for the 12 months period of Fiscal Year 2021-2022.

FINANCIAL IMPACT

The cost for the utility billing support, finance integration, and postal link for Fiscal Year 2021-2022 (i.e. July 1, 2021 through June 30, 2022) is $44,885.80. Funds are available in the Fiscal Year 2021-2022 budget in Account No. 5000-900-000-4222 (Computer Software) for this expenditure.

RECOMMENDATION

It is staff's recommendation that the City Council adopt this Resolution.

DON NGUYEN, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK HOLDING COMPANY LLC FOR UTILITY BILLING SOFTWARE SUPPORT SERVICES FOR FISCAL YEAR 2021-2022 ($44,885.80)

WHEREAS, the Compton Municipal Water Department ("Department") bills approximately 22,000 customers monthly for water, sewer and refuse collection services, and offers various ways to pay their bill including in person, online or by telephone; and

WHEREAS, the Department currently utilizes Springbrook Holding Company LLC ("Springbrook") Utility Billing Software for billing and finance integration, which is a complex database of customer data and information for billing of water, sewer and refuse collection services as well as customer service support; and

WHEREAS, there is an Annual Maintenance and Support services cost for use of the Springbrook software and services, which includes utility billing support, finance integration, and postal link which is $44,885.80 for the 12 months period of Fiscal Year 2021-2022 (i.e. July 1, 2021 through June 30, 2022); and

WHEREAS, payment of maintenance and support services invoice due for Fiscal Year 2021-2022 will assure the continued proper functioning of the Utility Billing Software and Interfaces; and

WHEREAS, funds for this expenditure is allocated in the Department's 2021-2022 Fiscal Year Budget.

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

SECTION 1. That the City Manager is authorized to issue a purchase order in the amount of Forty Four Thousand Eight Hundred Eighty Five Dollars and Eighty Cents ($44,885.80) to Springbrook Holding Company LLC for provision of utility billing support, finance integration and postal link for the Compton Municipal Water Department ("Department") during Fiscal Year 2021-2022 (i.e. July 1, 2021 through June 30, 2022).

SECTION 2. Funds for this expenditure are allocated in the Department's Fiscal Year 2021-2022 Budget in Account Number 5000-900-000-4222 (Computer Software).

SECTION 3. That a certified copy of this Resolution shall be filed in the office of the City Manager, City Clerk, City Controller and the Compton Municipal Water Department.

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

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:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

SEPTEMBER 7, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES/DELINQUENCIES AND ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2021-2022**

SUMMARY

Staff respectfully requests the City Council to adopt the attached Resolution receiving a report in connection with the charges for solid waste and recyclable materials handling services and delinquencies and ordering charges for solid waste and recyclable materials handling services proposed to be collected on the Los Angeles County Property Tax Roll for Fiscal Year 2021-2022.

BACKGROUND

On July 20, 2021 at 5:45 p.m., the City Council held a public hearing and prepared a written report that described (i) the single-family parcels and the amount of the charges proposed to be collected on the 2021-2022 Tax Roll and (ii) the parcels with delinquent multi-family accounts and commercial accounts (delinquencies of over 90 days) that Republic Services has turned over to the City to be collected on the 2021-2022 Tax Roll.

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

STATEMENT OF ISSUE

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

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

Pursuant to the City's Amended and Restated Agreement with Republic, Republic bills and collects Charges for all other customers. For the specific services rendered and charged by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing, and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action. Republic may turn over delinquent accounts to the City for collection on the Tax Roll. Republic has submitted a list of accounts that are delinquent at least 90 days, as of May 10, 2021, to the City for collection on the fiscal year 2021-2022 Tax Roll, and staff has reviewed such list.

The collection of Charges and delinquencies on the Tax Roll requires the preparation of a report and the holding of a public hearing. Staff has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2021-2022, including the amount of the Charge for each parcel for fiscal year 2021-2022, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2021-2022, including the delinquent amount.

FISCL IMPACT

The total amount of delinquent accounts is One Hundred and Forty-Six Thousand Five-Hundred and Six Dollars and Thirteen cents ($146,506.13). There is no guarantee that the City will receive all monies owed; however, any revenue received from the Tax Lien will be deposited into the Water Department operating budget.

RECOMMENDATION

Staff respectfully recommends the City Council to adopt the attached Resolution receiving a report in connection with the charges for solid waste and recyclable materials handling services and delinquencies and ordering charges for solid waste and recyclable materials handling services proposed to be collected on the Los Angeles County Property Tax Roll for Fiscal Year 2021-2022.

DON NGUYEN
WATER GENERAL MANAGER

Approved for Forwarding:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RECEIVING A REPORT IN CONNECTION WITH CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES/DELINQUENCIES AND ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2021-2022

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

WHEREAS, the City Council held a public hearing on the Report pursuant to HSC Code Section 5473 on July 20, 2021 at 5:45 p.m., and prepared a written report that described (i) the single-family parcels and the amount of the charges proposed to be collected on the 2021-2022 Tax Roll and (ii) the parcels with delinquent multi-family accounts and commercial accounts (delinquencies of over 90 days) that Republic Services has turned over to the City to be collected on the 2021-2022 Tax Roll; and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2021-2022, including the amount of the Charge for each parcel for fiscal year 2021-2022, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2021-2022, including the delinquent amount; and

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

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

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

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

WHEREAS, Republic submitted a list of accounts that are delinquent at least 90 days, as of May 10, 2021, to the City for collection on the fiscal year 2021-2022 Tax Roll, and the City has reviewed such list; and

WHEREAS, the total amount of delinquent accounts is One Hundred and Forty-Six Thousand Five-Hundred and Six Dollars and Thirteen cents ($146,506.13); and

WHEREAS, there is no guarantee that the City will receive all monies owed; however, any revenue received from the Tax Lien will be deposited into the Water Department operating budget; and

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

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

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

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

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

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

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

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

Contract 60 Days Tax Lien File ROSEMEAD #629379

Account #	Site Name	Site Address #/Name
168272	CAPITAL FREIGHT SYSTEMS	525 W MANVILLE ST
7501383	MID CITY ASSOCIATE	1011 N WILLOWBROOK AVE
7500284	ATLANTIC DR LLC	1306 S ATLANTIC DR
7500845	AIR TEX, INC	1600 W MAHALO PL
7500940	ALBERTO MORENO JR	1008 S PETROLIA AVE
7500197	10961 S FIGUEROA LLC	446 W ALONDRA BLVD
79460	BANK OF AMERICA	242 TOWN CENTER DR
7500212	TOMMORROWS AERONAUTICAL MUSEUM	961 W ALONDRA BLVD
136575	SELDAT DISTRIBUTION INC	1121 W ARTESIA BLVD
7501408	MICHAEL ARMSTRONG	1520 S WILMINGTON AVE
171717	RUBICON GLOBAL	307-309 W COMPTON BLVD
7500466	COMPTON ECONO	720 W COMPTON BLVD
75331	ANNA MACIAS	204 W ROSECRANS AVE
78575	DHS COMMERCIAL INVESTMENTS	1712 ALONDRA BLVD
81800	CONSUELO G MEZA	250 N SANTA FE AVE
83919	MARTIN MOORE	1004 POINSETTIA AVE
99937	GABRIEL ZACARIAS	735 E COMPTON BLVD
7501040	UMB HEAT ENTERPRISE INC	617 W ROSECRANS AVE
136546	MARIA LOPEZ	108 E ROSECRANS AVE
81368	JOEL SANCHEZ	1205 N TAMARIND AVE
7501412	AJ NURSERY	1600 S WILMINGTON AVE
123050	DOMINIQUE ROBERTS	100 E MYRRH ST
7500736	ROSA SOLARES	817 S LONG BEACH BLVD
7500296	TORIBIO	503 E BANNING ST
7500451	ELEGANT HAIR FASHION	543 W COMPTON BLVD
7501064	RAUL FLOREZ	935-937 E ROSECRANS AVE
80651	MEHDI FATHI	1924 COMPTON BLVD
100350	ROBERTO'S APPLIANCES AND FURNI	4713 E COMPTON BLVD
96385	RICKEY HAMMOND	456 W COMPTON BLVD
101312	LEONA CHEEKS	724 W TICHENOR ST
111815	BANJ HEALTH CENTER INC	201 N CENTRAL AVE
7500476	FREDERICK D RED	822 E COMPTON BLVD
7500711	AILETRA BLUITT	410 N LONG BEACH BLVD
7500733	COMMUNITY PHYSICAL THERAPY	725 S LONG BEACH BLVD
7500996	JULIA CHO	222 N ROSE AVE
7501007	CARLOS PINTO	300 W ROSECRANS AVE
7501210	METAL POLISHING INC	3013 N SANTA FE AVE
7500177	ALONDRA SQUARE	2722 E ALONDRA BLVD
134374	VICTORY OUTREACH COMPTON	4205 E ALONDRA BLVD
166844	SANTA FE MARKET PLACE	435 S SANTA FE AVE
7501026	TAQUERIA ZAVALA #5	518 E ROSECRANS AVE
146027	DOTSIES TOTS	1480 W COMPTON BLVD
84004	ANTONIO PIMENTEL JR	1309S ALAMEDA ST
176449	DINO CALABI	426 E BANNING ST
136991	UPS CACPT COMPTON	1430 MCKINLEY AVE
7500080	RAFAEL DAVILA-MADRIGAL	1515 S ALAMEDA ST
93474	ELDORA RANSFER	711 W GREENLEAF BLVD
100705	COMPTON BUSINESS	981 W COMPTON BLVD
151092	CONTRACTORS CARGO CO	500 S ALAMEDA ST

Account #	Site Name	Site Address #/Name
7500203	GERARDO MOLINA	620 W ALONDRA BLVD
7501075	GRACE HAM	1300 E ROSECRANS AVE
7500650	AILINE ADKINS	850 E GREENLEAF BLVD
157648	JOHNSON BROTHERS BBQ	1710 E COMPTON BLVD
7500220	JERRY HALE	225 W ALONDRA BLVD
162928	FERNANDO MURILLO	700 W RAYMOND ST
121924	DANIEL REYES	915 N SANTA FE AVE
168034	SCREAMIN EAGLE SERVICES	1119 S ALAMEDA ST
7501212	BSI SPORTS TURF MANAGEMENT	1205 S SANTA FE AVE
173173	COMPTON T-SHIRTS	721 E COMPTON BLVD
7500831	OPTODYCE INC	1165 W MAHALO PL
7500289	DALES DONUTS	15904 S ATLANTIC AVE
7500201	CHRIST LUTHERAN CHURCH	530 W ALONDRA BLVD
141418	NORA NATARAJAN	800 E COMPTON BLVD
175894	GODS PRECIOUS LITTLE	203 N SPRING AVE
152265	BALERNO CASTLE LLC	326 W PALM ST
7500673	BRIAN LEE	321 E JOHNSON AVE
75103	GREATER PHILLIPS CHAPEL	121 W INDIGO ST
162226	WILMINGTON CENTER PROPERTIES	1495 N WILMINGTON AVE
7500195	ROBERT MCLAUREN	336 W ALONDRA BLVD
129121	ROBERT LANGTON	1324 S ALAMEDA ST
7500489	EXPLORER-1 AMBULANCE & MED	1038 E COMPTON BLVD
7500731	MC AUTOMOTIVE	718 S LONG BEACH BLVD
7500388	CECILIA BARNETT	115 N CHESTER AVE
7501257	BILLIE JOHNSON	1306 N TAMARIND AVE
104586	SERGIO RENTERIA	1036 S SANTA FE AVE
174620	VICTOR ROBBINS	1449 E COMPTON BLVD
113499	DAVID HANCOCK	1115 E PECK ST
113525	DAVID HANCOCK	1119-1121 E PECK ST
7500917	VFW	303 E PALMER ST
7500146	CALVARY BAPTIST CHURCH	1517 E ALONDRA BLVD
7500376	RITE AID	1001 N CENTRAL AVE
7500159	LUIS PEREZ	2005 E ALONDRA BLVD
80005	BRUCE J HARKNESS	306 N WILMINGTON AVE
81135	MIRANDA'S TIRES	710 LONG BEACH BLVD
86331	MARIA JOHNSON	1411 S LONG BEACH BLVD
87745	STEVE NOU	511 N LONG BEACH BLVD
98354	FIRST CHARITY BPT CH	921 E ROSECRANS
100299	FINE ARTIST HOME EXPO	1927 W EL SEGUNDO BLVD
107934	NEW BRIGHTER DAY BPT CHURCH	1546 E COMPTON BLVD
115430	ELEA INVESTMENTS LLC	1525 W ELSEGUNDO BLVD
138745	MARGARITA AUDETAT - NEVARES	427 N LONG BEACH BLVD
143868	FLORENCE FUSS	904 E ROSECRANS AVE
149484	IMRAN M BHOLOT	605 S LONG BEACH BLVD
150172	MEED LLC	1002 S LONG BEACH BLVD
160005	TOMORROWS AERONAUTICAL MUSEUM	950 W ALONDRA BLVD
7500386	CARVER FOURSQUARE GOSPEL	717 W CHERRY ST
7500542	MASJID AR-RASHID	2226 E COMPTON BLVD
176706	ARTURO CAMPOS	715 W TICHENOR ST

Contract 60 Days Tax Lien File ROSEMEAD #629379

Account #	Site Name	Site Address #/Name
7500150	HAENG IL AHAN	1703 E ALONDRA BLVD
159788	CONTRACTORS CARGO CO	500 S ALAMEDA ST
79962	COMMUNITY MKT	511 N WILMINGTON AVE
100312	BELTRAN BROTHER KARATE SCHOOL	308 N LONG BEACH BLVD
163544	REEVANCE & DANETTA GATES	420 S PEARL AVE
7500136	MARTHA VIRGIL	712 E ALONDRA BLVD
170751	OMAR MARTINEZ	203 W REEVE ST
7600056	NATIONAL RETAIL TRANSPORTATION	1620 S WILMINGTON AVE
175996	HG GENERAL CONSTRUCTION INC	1329 W ARBUTUS ST
7501088	DORETHA COOPER	1700 E ROSECRANS AVE
7500796	RAMON CORONA	1903 N LONG BEACH BLVD
7500937	JOHNNY WITHERS	1310 E PECK ST
100694	919 W COMPTON BLVD	919 W COMPTON BLVD
177603	JANET TELLES	817 W SPRUCE ST
7501395	SANG HYUN LEE	1701 N WILLOWBROOK AVE
7500999	JORGE & MAGDALENA OLIVERA	117 E ROSECRANS AVE
7500480	JUAN VARGAS	900 E COMPTON BLVD
101785	ADWIN	1403 W MAHALO PL
155936	HOME DEPOT #1858 *GREENWASTE*	101 TOWN CENTER DR
156166	TESHOME WOLDEMAGNY	1239 E COMPTON BLVD
172525	JAY SANTIALLANA CONTRACTORS	342 W ALONDRA BLVD
162784	AIDA AYON	946 W BRAZIL ST
176121	SHARON WALTERS	1108 E TUCKER ST
178053	OSIE M CLARK	1106 130TH ST
7501012	CURRY TEMPLE EPISCOPAL	322 W ROSECRANS AVE
7500723	GEROLD SOUTH	523 N LONG BEACH BLVD
7500268	WILLOW TREE INN	1919 W ARTESIA BLVD
166487	RWS FACILITY SERVICES	740 W COMPTON BLVD
176029	JN	1209 ROSECRANS AVE
94634	QUEST FOR CARTER STORE #1005	208 TOWN CENTER DR
160976	JOSE CONTRERAS	1225 E COMPTON BLVD
176674	RESCOM	1900 W ALONDRA BLVD
7501209	RAMON SOTO	2919 N SANTA FE AVE
118860	SAJAN ENTERPRISE	1333 S LONG BEACH BLVD
7500069	CHONG TON KUN	811 S ALAMEDA ST
130977	MARCIA E ZURIC	971 W ROSECRANS AVE
152906	FIVE STARS	1121 ROSECRANS AVE

Contract 60 Days Tax Lien File ROSEMEAD #629379

City	State/Province	Zip/Postal Code	90+	120+	150+	TOTAL
COMPTON	CA	90220-5509	.00	.00	5192.57	5192.57
COMPTON	CA	90220-2331	512.03	512.03	4036.72	5060.78
COMPTON	CA	90221-4754	678.98	678.98	3284.08	4642.04
COMPTON	CA	90220-5424	314.27	314.27	3156.76	3785.30
COMPTON	CA	90221-4329	357.20	357.20	2816.02	3530.42
COMPTON	CA	90220-4659	507.85	507.85	1968.60	2984.30
COMPTON	CA	90220-6443	267.83	267.83	2111.43	2647.09
COMPTON	CA	90220-3528	267.83	267.83	2111.43	2647.09
COMPTON	CA	90220-5107	.00	.00	2463.67	2463.67
COMPTON	CA	90220-4590	241.46	241.46	1903.60	2386.52
COMPTON	CA	90220	373.35	373.35	1613.12	2359.82
COMPTON	CA	90220-3015	314.27	314.27	1562.40	2190.94
COMPTON	CA	90222-4054	216.24	216.24	1704.76	2137.24
COMPTON	CA	90221-4502	216.24	216.24	1704.76	2137.24
COMPTON	CA	90222-2322	216.24	216.24	1704.76	2137.24
COMPTON	CA	90221-2164	216.24	216.24	1704.76	2137.24
COMPTON	CA	90221-3212	216.24	216.24	1704.76	2137.24
COMPTON	CA	90222-3945	178.60	363.23	1409.33	1951.16
COMPTON	CA	90222-4119	216.24	216.24	1494.84	1927.32
COMPTON	CA	90222-4124	.00	.00	1903.60	1903.60
COMPTON	CA	90220-5115	216.24	216.24	1464.28	1896.76
COMPTON	CA	90220-3125	189.10	189.10	1490.76	1868.96
COMPTON	CA	90221-4030	189.10	189.10	1490.76	1868.96
COMPTON	CA	90222-1415	267.83	267.83	1331.43	1867.09
COMPTON	CA	90220-3010	189.10	189.10	1465.89	1844.09
COMPTON	CA	90220	203.82	203.82	1406.84	1814.48
COMPTON	CA	90221-3545	178.60	178.60	1413.18	1770.38
COMPTON	CA	90221-3158	178.63	178.63	1408.00	1765.26
COMPTON	CA	90220-3009	178.60	178.60	1408.00	1765.20
COMPTON	CA	90220-4416	178.60	178.60	1408.00	1765.20
COMPTON	CA	90220-1425	178.60	178.60	1408.00	1765.20
RANCHO DOMINGUEZ	CA	90220-1106	178.60	178.60	1408.00	1765.20
COMPTON	CA	90221-2219	178.60	178.60	1208.00	1565.20
COMPTON	CA	90221-4028	178.60	178.60	1408.00	1765.20
COMPTON	CA	90221-2650	178.60	178.60	1408.00	1765.20
COMPTON	CA	90222-4000	178.60	178.60	1408.00	1765.20
COMPTON	CA	90222-1423	178.60	178.60	1408.00	1765.20
COMPTON	CA	90221-4230	.00	.00	1726.67	1726.67
COMPTON	CA	90221-4234	267.83	267.83	978.48	1514.14
COMPTON	CA	90221-3243	.00	.00	1689.47	1689.47
COMPTON	CA	90221-2040	.00	.00	1676.32	1676.32
COMPTON	CA	90220-2750	267.83	267.83	1071.43	1607.09
COMPTON	CA	90220-4804	314.27	314.27	947.02	1575.56
COMPTON	CA	90222-1414	.00	.00	1374.41	1374.41
COMPTON	CA	90220	.00	.00	1347.66	1347.66
COMPTON	CA	90220-4902	.00	.00	793.56	793.56
COMPTON	CA	90220-4629	135.57	135.57	1068.81	1339.95
COMPTON	CA	90220-2926	135.57	135.57	1068.81	1339.95
COMPTON	CA	90221-3801	.00	.00	1322.25	1322.25

City	State/Province	Zip/Postal Code	90+	120+	150+	TOTAL
COMPTON	CA	90220-4468	216.24	216.24	865.08	1297.56
COMPTON	CA	90221-2235	.00	.00	1296.69	1296.69
COMPTON	CA	90221-4950	178.60	178.60	569.23	926.43
COMPTON	CA	90221-3409	178.60	178.60	887.86	1245.06
COMPTON	CA	90220-3710	178.60	178.60	887.86	1245.06
COMPTON	CA	90220-4412	203.82	.59	909.33	1113.74
COMPTON	CA	90221-7016	.00	.00	1113.38	1113.38
COMPTON	CA	90220	1096.71	.00	.00	1096.71
COMPTON	CA	90221-4338	216.24	.00	804.76	1021.00
COMPTON	CA	90221-3212	178.60	178.60	596.60	953.80
COMPTON	CA	90220-5444	.00	.00	930.93	930.93
COMPTON	CA	90221-4726	216.24	216.24	464.76	897.24
COMPTON	CA	90220-4670	178.60	178.57	538.14	895.31
COMPTON	CA	90220-3302	90.38	90.38	712.54	893.30
COMPTON	CA	90221-2626	203.82	203.78	473.92	881.52
COMPTON	CA	90220-3169	241.46	241.46	241.51	724.43
COMPTON	CA	90221-4933	178.60	178.60	357.26	714.46
COMPTON	CA	90220-3721	102.24	102.13	487.63	692.00
COMPTON	CA	90220-3134	.00	.00	649.35	649.35
COMPTON	CA	90220-3713	216.24	216.24	216.28	648.76
COMPTON	CA	90221-4803	216.24	216.24	213.54	646.02
COMPTON	CA	90221-3306	216.24	216.24	204.76	637.24
COMPTON	CA	90221-4029	314.27	314.27	.00	628.54
COMPTON	CA	90221-2701	199.60	199.60	201.60	600.80
COMPTON	CA	90222-4127	267.83	267.83	31.43	567.09
COMPTON	CA	90221-4335	178.60	178.60	178.63	535.83
COMPTON	CA	90221-3453	178.60	178.57	178.63	535.80
COMPTON	CA	90221-8501	.00	.00	525.30	525.30
COMPTON	CA	90221-1526	.00	.00	520.14	520.14
COMPTON	CA	90221-2610	.00	.00	487.18	487.18
COMPTON	CA	90221-4405	45.19	81.60	357.26	484.05
COMPTON	CA	90222-3647	.00	.00	478.72	478.72
COMPTON	CA	90221-4562	.00	.00	468.15	468.15
COMPTON	CA	90220-1935	45.19	45.19	356.27	446.65
COMPTON	CA	90221-4029	45.19	45.19	356.27	446.65
COMPTON	CA	90221-5028	45.19	45.19	356.27	446.65
COMPTON	CA	90221-2220	45.19	45.19	356.27	446.65
COMPTON	CA	90220	45.19	45.19	356.27	446.65
COMPTON	CA	90222-1027	45.19	45.19	356.27	446.65
COMPTON	CA	90221-3405	45.19	45.19	356.27	446.65
COMPTON	CA	90222-1023	45.19	45.19	356.27	446.65
COMPTON	CA	90221-2218	45.19	45.19	356.27	446.65
COMPTON	CA	90221-2148	45.19	45.19	356.27	446.65
COMPTON	CA	90221-4026	45.19	45.19	356.27	446.65
COMPTON	CA	90221-4417	45.19	45.19	356.27	446.65
COMPTON	CA	90220-3519	45.19	45.19	356.27	446.65
COMPTON	CA	90222-3917	45.19	45.19	356.27	446.65
COMPTON	CA	90221-3556	45.19	45.19	356.27	446.65
COMPTON	CA	90220-4415	189.10	189.57	63.05	441.72

Contract 60 Days Tax Lien File ROSEMEAD #629379

City	State/Province	Zip/Postal Code	90+	120+	150+	TOTAL
COMPTON	CA	90221-4501	.00	.00	419.84	419.84
COMPTON	CA	90221-3801	.00	.00	414.79	414.79
COMPTON	CA	90220-1938	45.19	45.19	312.40	402.78
COMPTON	CA	90221-2869	45.19	45.19	312.40	402.78
COMPTON	CA	90221-3334	.00	.00	382.84	382.84
COMPTON	CA	90221-4304	41.10	178.60	157.22	376.92
COMPTON	CA	90220-4745	.00	.00	369.28	369.28
COMPTON	CA	90220-5115	.00	354.52	.00	354.52
COMPTON	CA	90220-1749	.00	.00	351.04	351.04
COMPTON	CA	90221-1706	.00	178.57	154.23	332.80
COMPTON	CA	90221-1205	216.24	81.32	.00	297.56
COMPTON	CA	90221-1580	.00	.00	289.48	289.48
COMPTON	CA	90220-2926	45.19	45.19	180.79	271.17
COMPTON	CA	90220-1845	268.51	.00	.00	268.51
COMPTON	CA	90222-3044	.00	.00	262.71	262.71
COMPTON	CA	90222-4118	226.74	33.27	.00	260.01
COMPTON	CA	90221-3304	178.60	66.46	.00	245.06
COMPTON	CA	90220-5421	.00	.00	221.36	221.36
COMPTON	CA	90220-6437	.00	.00	217.79	217.79
COMPTON	CA	90221-3309	216.24	.80	.00	217.04
COMPTON	CA	90220-3713	.00	.00	210.57	210.57
COMPTON	CA	90220-1808	.00	100.05	.00	100.05
COMPTON	CA	90221-1212	200.05	.00	.00	200.05
COMPTON	CA	90222-1916	200.01	.00	.00	200.01
COMPTON	CA	90222-4000	176.90	.00	.00	176.90
COMPTON	CA	90221-2220	189.10	.00	.00	189.10
COMPTON	CA	90220-5309	.00	186.28	.00	186.28
COMPTON	CA	90220-3015	.00	.00	183.17	183.17
COMPTON	CA	90221-2153	178.60	.03	.00	178.63
COMPTON	CA	90220-6443	.00	173.38	.00	173.38
COMPTON	CA	90221-3309	45.19	45.19	81.75	172.13
COMPTON	CA	90220-3537	.00	.00	171.67	171.67
COMPTON	CA	90222-1422	167.52	.00	.00	167.52
COMPTON	CA	90221-5026	.00	.00	160.02	160.02
COMPTON	CA	90220-3810	.00	.00	63.09	63.09
COMPTON	CA	90222-3823	45.19	1.46	.00	46.65
COMPTON	CA	90221-2151	26.94	.00	.00	26.94
						146,506.13

September 7, 2021

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **APPOINTMENTS TO AUDIT AD HOC COMMITTEE AND AD HOC FINANCE COMMITTEE**

Below is the current representation for the above committees. It is requested that your Honorable Body make any necessary appointments to the committees.

AUDIT AD HOC COMMITTEE

Representative – Isaac Galvan
Michelle Chambers

Alternate: Mayor Emma Sharif

AD HOC FINANCE COMMITTEE

Representative – Aja Brown
Emma Sharif

Alternate: Michelle Chambers

ALITA L. GODWIN, MMC
CITY CLERK

September 7, 2021

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **APPOINTMENTS TO MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES FOR CITY OF COMPTON REPRESENTATION**

The following is a list of associations and committees that this Honorable Body represents.

ALAMEDA CORRIDOR BOARD

Representative – Mayor Emma Sharif Alternate: **Vacant**

CALIFORNIA CITIES HOME OWNERSHIP AUTHORITY

Representative – Isaac Galvan Alternate: **Vacant**

CALIFORNIA CONTRACT CITIES

Representative – Michelle Chambers Alternate: Isaac Galvan

COMPTON CREEK MOSQUITO ABATEMENT DISTRICT (BOARD OF TRUSTEES)

Representative – Isaac Galvan

COUNTY SANITATION DISTRICT

Representative – Mayor Emma Sharif Alternate: Michelle Chambers

GATEWAY CITIES COUNCIL OF GOVERNMENTS

710 Freeway
Representative – Isaac Galvan Alternate: Lillie Darden

91/605 Freeway
Representative – Jonathan Bowers Alternate: Michelle Chambers

INDEPENDENT CITIES ASSOCIATION OF LOS ANGELES COUNTY (Non-Voting)

Representative –Michelle Chambers Alternate: Jonathan Bowers

INDEPENDENT CITIES LEASE FINANCE AUTHORITY

Representative – Mayor Emma Sharif — Alternate: Michelle Chambers

JOINT POWERS AUTHORITY

Representative – Mayor Emma Sharif — Alternate: Isaac Galvan

LEAGUE OF CALIFORNIA CITIES

Representative – Jonathan Bowers — Alternate: Isaac Galvan
Alternate: Michelle Chambers

LA GAGEWAY REGION INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY GOVERNING BOARD

Representative – Tana McCoy — Alternate: Michelle Chambers
Alternate: Mayor Emma Sharif

MTA – METROPOLITAN TRANSPORTATION AUTHORITY

Representative – Mayor Emma Sharif — Alternate: **Vacant**

METROPOLITAN WATER DISTRICT

Representative – Tana McCoy

SO. CA. AIR QUALITY MANAGEMENT DISTRICT

Representative – Michelle Chambers — Alternate: **Vacant**

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

Representative – Michelle Chambers — Alternate: **Vacant**

ALITA L. GODWIN, MMC
CITY CLERK

September 7, 2021

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY CLERK**

SUBJECT: **REMOVAL OF COMMISSIONER**

Commissioner Lillie Darden served on the Compton Taxpayer Commission (Measure P), however on July 27, 2021, Mrs. Darden, was appointed to the Compton City Council, District 4.

It is hereby requested that the City Council officially remove Mrs. Lillie P. Darden from the Compton Taxpayer Commission (Measure P) for consistent record keeping.

ALITA L. GODWIN, MMC
CITY CLERK

September 7, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

Recommendation: Authorize travel to attend the California Contract Cities Association 2021 Fall Educational Summit.

Authorization For: Mayor and Councilmembers

Location: Indian Wells, CA

Meeting Date: September 17-19, 2021

Approximate Cost: Registration: **$650** (Per person)
Hotel: **$246** per day (Plus taxes and fees)
Transportation: N/A
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the California Contract Cities Association 2021 Fall Educational Summit is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Michelle Chambers	
Councilmember Isaac Galvan	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

RONERICK D. SIMPSON
CITY MANAGER

September 7, 2021

TO: **HONORABLE MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2021-2022**

SUMMARY

The purpose of this Ordinance is to authorize the levy of the assessed valuation municipal tax rate for Fiscal Year 2021-2022.

BACKGROUND

The City has levied a municipal tax (parcel tax) for many years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City's obligations under the Employees' Retirement Plan managed by the California Public Employees' Retirement System (CalPERS). The municipal tax is collected by the Los Angeles County Auditor-Controller on behalf of the City. The Los Angeles County Auditor-Controller has based assessed values at market values and it is necessary to set the municipal tax at a rate based on market value. The tax rate will remain at 0.451632, the same as the prior fiscal year.

STATEMENT OF ISSUE

The Los Angeles County Auditor-Controller requires that the municipal tax rate ordinance be passed each year by the City Council even though the municipal tax rate remains unchanged. This agenda item is required to comply with the County requirements.

FISCAL IMPACT

The passing of the attached Ordinance will ensure that the City's retirement fund continues to receive the municipal parcel tax revenues in line with the requirements of the City Charter for the purposes stipulated by the Charter. The municipal parcel tax generates approximately $30 million per year.

ALTERNATIVE

The City's General Fund would have to pay the cost of the retirement obligations resulting in severe financial consequences to other City programs and services.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Ordinance.

SHARON RAHBAN NAVIZADEH,
CITY CONTROLLER

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2021-2022

WHEREAS, the City has levied a municipal tax (parcel tax) for many years in line with Section 1402, 1600, and 1601 of the City Charter to pay for the City's obligations under the Employees' Retirement Plan managed by the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the municipal tax is collected by the Los Angeles County Auditor-Controller on behalf of the City; and

WHEREAS, the Los Angeles County Auditor-Controller has based assessed rates at market values and it is necessary to set the municipal tax at rate based on market value; and

WHEREAS, it is required that the City certify the municipal tax rate every year.

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

Section 1. That there is hereby levied a municipal tax upon the equalized assessment of the taxable property in the City of Compton at a market valuation of the following rates (per cent):

Taxation District #1…….0.451632

(Old City of Compton, Annexations 1 to 3 inc; 5 to 10 inc; 13 to 32 inc; 106, 107 111 to 122 inc; 125 to 133 inc; 136 to 139 inc; 141 to 143 inc; 145, 147, 149, 151, 152, 153A, 155, 158, 159, 160, 161, 163, 164, 168, 172A, 173B)

Rosecrans Redevelopment Project…….0.451632

Walnut Industrial Redevelopment Project…….0.451632

Section 2. That said rate is made up as follow:

Employment Retirement (Debt Service)…….0.451632

Section 3. That the City Clerk shall certify to the adoption of this Ordinance by the City Council and shall cause this Ordinance to be published as required by law.

Section 4. That pursuant to Section 611 of the Compton Charter, this Ordinance shall take effect upon adoption of the City Council.

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

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

September 7, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT POWERS AGREEMENT (JPA) WITH PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) TO EXERCISE JOINTLY POWERS COMMON TO THE MEMBERS OF THE JPA

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to enter into a Joint Powers Agreement (JPA) with Public Risk Innovation, Solutions, and Management (PRISM) to exercise jointly powers common to the members of the JPA.

BACKGROUND

Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et. seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties. California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these. California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of these methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code.

The Joint Powers Agreement (JPA) is an agreement executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this JPA. This agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

STATEMENT OF THE ISSUE

The City of Compton desires to join together with the members of the Public Risk Innovation, Solutions, and Management (PRISM) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined. PRISM is a public entity separate and apart from its members, with powers common to general law counties in California, as well as additional powers set forth in the joint powers law. In order to authorize the City Manager to enter into a Joint Powers Agreement (JPA) with PRISM to exercise jointly powers related to this agreement, City Council's authorization is necessary.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

DAMON M. BROWN
CITY ATTORNEY

APPROVED FOR FORWARDING:

RONERICK SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A JOINT POWERS AGREEMENT (JPA) WITH PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM) TO EXERCISE JOINTLY POWERS COMMON TO THE MEMBERS OF THE JPA

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et. seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of these methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the Joint Powers Agreement (JPA) is an agreement executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this JPA. This agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined; and

WHEREAS, the City of Compton desires to join together with the members of the Public Risk Innovation, Solutions, and Management (PRISM) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined; and

WHEREAS, PRISM has determined that it is necessary for each member of PRISM to delegate to a person, or position, authority to act on the member's behalf in matters relating to the member and PRISM; and

WHEREAS, in order to approve the City of Compton becoming a member of PRISM and to authorize the City Manager to enter into a Joint Powers Agreement (JPA) with PRISM to exercise jointly powers related to this agreement, City Council's authorization is necessary.

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

SECTION 1. That the City Council does hereby approve becoming a member of the Public Risk Innovation, Solutions, and Management (PRISM).

SECTION 2. That the City Manager is authorized into a Joint Powers Agreement (JPA) with Public Risk Innovation, Solutions, and Management (PRISM) for the purpose of jointly funding and/or establishing excess and other insurance programs as determined.

SECTION 3. That the City Attorney, or his/her designee, is hereby appointed to act in all matters, except as to actions that must be approved by the City Council, relating to the City as a member of PRISM,.

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

September 7, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES ASSOCIATION/AFSCME LOCAL 2325 TO AMEND ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT.

SUMMARY

Adoption of the attached resolution will ratify the Side Letter Agreement entered into amending the Memorandum of Agreement between the City of Compton ("City") and the Compton Management Employees Association, affiliated with the American Federation of State, County and Municipal Employee Union, designated as Local 2325 ("CMEA/AFSCME Local 2325").

Ratification of the Side Letter Agreement will approve the amendment of Article 40 (Title and Salary Range) of the Memorandum of Agreement ("MOA") between the City and CMEA/AFSCME Local 2325 and provides extra duty pay for the Project Manager in the Public Works Engineering Department.

BACKGROUND

Article 40 of the MOA entered into between the City and the CMEA/AFSCME Local 2325 identifies the Classification Titles and the Salary Ranges for Chief Executive, Executive and Supervisory Position. In June 2020 the City implemented a workforce reduction which impacted the duties and responsibilities of several Classifications represented by CMEA/AFSCME Local 2325.

STATEMENT OF ISSUE

In efforts to minimize the impacts on staff and to improve the expediency and efficiency of service to the public, the City and CMEA/AFSCME Local 2325 reached an agreement on November 18, 2020 as follows:

1. Salary Increase

The side letter agreement amends Article 40 (Title and Salary Range) of the MOA. By this agreement, the salary for the following positions shall be amended:

Community Services Manager	**Effective July 1, 2020**
	*10% Base Salary Increase to perform homeless advocacy, outreach, and programming services for the City and to monitor grant reports and provide grant assistance. *Transfer from the Chief Executive to Executive Group *Continue Life Insurance at the Chef Executive Rate
Building Maintenance Supervisor	**Effective at the Time of Resolution Adoption**
	*10% Base Salary Increase to Perform direct supervisory duties of the Custodial Division
Street Superintendent	**Effective July 1, 2020**
	*20% Base Salary Increase for the additional span of control of the Parks and General Services Divisions

2. Extra Duty Pay

The side letter agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department:

Project Manager (Public Works Engineering)	**Effective January 1, 2020**
	*10% Extra Duty Pay for additional workload. The duration of this pay last until the City Engineer is filled, OR a Senior Civil Engineer is hired that assumes the duties.

FINANCIAL IMPACT

Funds to cover the cost of the increased salaries are available in the 2021-2022 Fiscal Year Budget.

RECOMMENATION

Staff recommends that the City Council adopt the attached Resolution.

RONERICK D. SIMPSON
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES ASSOCIATION/AFSCME LOCAL 2325 TO AMENDING ARTICLE 40 MEMORANDUM OF AGREEMENT

WHEREAS, the City of Compton ("City") and the Compton Management Employees Association, affiliated with the American Federation of State, County and Municipal Employee Union, designated as Local 2325 ("CMEA/AFSCME Local 2325"), are parties to a Memorandum of Agreement ("MOA"), with an effective term of July 1, 2016 through June 30, 2019; and

WHEREAS, CMEA/AFSCME Local 2325 typically represents Chief Executive, Executive and Supervisory designated position classifications; and

WHEREAS, *Article 40* of the MOA entered into between the City and the CMEA/AFSCME Local 2325 identifies the Classification Titles and the Salary Ranges for Chief Executive, Executive and Supervisory Positions; and

WHEREAS, the City implemented a workforce reduction in June 2020 which impacted the duties and responsibilities of several Classifications represented by CMEA/AFSCME; and

WHEREAS, On November 18, 2020 the City and CMEA/AFSCME reached an agreement as follows:

1. Salary Increase

The side letter agreement amends Article 40 (Title and Salary Range) of the MOA. By this agreement, the salary for the following positions shall be amended:

Community Services Manager	**Effective July 1, 2020**
	*10% Base Salary Increase to perform homeless advocacy, outreach, and programming services for the City and to monitor grant reports and provide grant assistance. *Transfer from the Chief Executive to Executive Group *Continue Life Insurance at the Chef Executive Rate
Building Maintenance Supervisor	**Effective at the Time of Resolution Adoption**
	*10% Base Salary Increase to Perform direct supervisory duties of the Custodial Division
Street Superintendent	**Effective July 1, 2020**
	*20% Base Salary Increase for the additional span of control of the Parks and General Services Divisions

2. Extra Duty Pay

The side letter agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department:

Project Manager (Public Works Engineering)	**Effective January 1, 2020**
	*10% Extra Duty Pay for additional workload. The duration of this pay last until the City Engineer is filled, OR a Senior Civil Engineer is hired that assumes the duties.

WHEREAS, funds are available in the 2021-2022 Fiscal Year budget to pay the additional costs; and

WHEREAS, the negotiations had during these meetings culminated in a number of mutual concessions between the City and the employee bargaining units, including CMEA/AFSCME Local 2325's agreement to amend Article 40 of their MOA.

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

Section 1. That the recitals above stated are incorporated herein.

Section 2. That the attached Side Letter of Agreement between the City of Compton and the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325 is hereby ratified.

Section 3. That pursuant to the provisions of the attached Side Letter of Agreement, Article 40 of the Memorandum of Agreement between the City of Compton and the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325 is hereby amended as follows:

1. Salary Increase

The side letter agreement amends Article 40 (Title and Salary Range) of the MOA. By this agreement, the salary for the following positions shall be amended:

Community Services Manager	**Effective July 1, 2020** *10% Base Salary Increase to perform homeless advocacy, outreach, and programming services for the City and to monitor grant reports and provide grant assistance. *Transfer from the Chief Executive to Executive Group *Continue Life Insurance at the Chef Executive Rate
Building Maintenance Supervisor	**Effective at the Time of Resolution Adoption** *10% Base Salary Increase to Perform direct supervisory duties of the Custodial Division
Street Superintendent	**Effective July 1, 2020** *20% Base Salary Increase for the additional span of control of the Parks and General Services Divisions

2. Extra Duty Pay

The side letter agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department:

Project Manager (Public Works Engineering)	**Effective January 1, 2020** *10% Extra Duty Pay for additional workload. The duration of this pay last until the City Engineer is filled, OR a Senior Civil Engineer is hired that assumes the duties.

Section 4. That all other terms and conditions of the current Memorandum of Agreement shall remain in effect and unchanged.

Section 5. That a copy of this Resolution, including the attached Side Letter of Agreement, shall be filed in the offices of the City Clerk, City Manager, City Attorney, Human Resources and President of the Compton Management Employees Association/American Federation of State, County and Municipal Employees, Local 2325.

Section 6. 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 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

SIDE LETTER OF AGREEMENT BETWEEN
CITY OF COMPTON
AND
AFSCME LOCAL 2325, AFL-CIO COUNCIL 36

LAYOFF IMPACT MEETING
TENTATIVE AGREEMENT

This side letter of agreement between the City of Compton ("City") and the Compton Management Employees Association, AFSCME Local 2325, AFL-CIO Council 36 ("Union") amends and modifies the original Memorandum of Agreement, Between the City of Compton and Compton Management Employees Association, AFSCME Local 2325, AFL-CIO Council 36, effective from July 1, 2016 to June 30, 2019 (hereinafter "Memorandum of Agreement") in two important respects, as outlined below. This side letter of agreement was reached after good faith bargaining on November 18, 2020, regarding the impact issues due to the layoff on July 1, 2020, in which both the City and the Union agreed. The Memorandum of Agreement is amended as follows:

1. Salary Increase

This side letter agreement amends Article 40 (Title and Salary Range) of the Memorandum of Agreement. By this agreement, the salary for the following positions shall be amended:

Community Services Manager

Effective July 1, 2020

- 10% Base Salary Increase to perform homeless advocacy, outreach, and programming services for the City and to monitor grant reports and provide grant assistance.
- Transfer from the Chief Executive to Executive Group
- Continue Life Insurance at the Chief Executive Rate

Building Maintenance Supervisor

Effective at the Time of Resolution Adoption

- 10% Base Salary Increase to perform direct supervisory duties of the Custodial Division

Street Superintendent

Effective July 1, 2020

- 20% Base Salary Increase for the additional span of control of the Parks and General Services Divisions

SALARY RANGE PROPOSED CHANGES

Position	Current Range	Proposed Range	Change
Community Services Manager	180	190	+10
Street Superintendent	176	196	+20

2. Extra Duty Pay

This side letter agreement provides extra duty pay for the additional workload for the Project Manager in the Public Works Engineering Department:

Project Manager (Public Works Engineering) **Effective January 1, 2020**

- 10% Extra Duty Pay for additional workload. The duration of this pay last until the City Engineer is filled, OR a Senior Civil Engineer is hired that assumes the duties.

The City and the Union hereby agree:

CITY:

Craig J. Cornwell
City Manager

Date: 7/7/2021

UNION:

Bob Adams
AFSCME Representative

Date: 7/8/2021

Desmond Fletcher
AFSCME 2325 President

Date: 7/14/21

Kimberly McKenzie
AFSCME 2325 Vice-President

Date: 7/14/21

This agreement by the parties is subject to City Council's approval.

September 7, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2021-2022 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS, AND AMENDING THE EXISTING PERSONNEL SUMMARY

SUMMARY

Adoption of this resolution will authorize amendments to the Fiscal Year 2021-2022 Adopted Budget which was adopted by the City Council on June 22, 2021. Consistent with its commitment to prudence, the Council will review the Fiscal Year 2021-2022 expenditures.

Based on this review, Council will consider a resolution to amend expenditure appropriations to address budgetary issues that arose between the adoption of the budget and the present. The City Manager is recommending adjustments needed in order to maintain a balanced budget and correct any inadvertent errors. All of these transactions are “cost neutral” (i.e. they do not increase or decrease net Budget appropriations).

BACKGROUND

The annual budget is a planning document used to fund policies and programs as directed by Council, and is based on assumptions and projections. As a result of the daily monitoring, staff revised expenditures to make necessary budget corrections.

STATEMENT OF THE ISSUE

Budget Adjustment for Fiscal Year 2021-2022

The proposed budget amendments are all cost neutral and the total revenues and expenditures remain balanced as projected for the Fiscal Year 2021-2022 Adopted Budget.

The following budget transactions are necessary in order to add personnel positions that will increase the level in services provided and correct any inadvertent errors.

1) Additional Positions and Increase Level of Services

The City Manager has identified positions that can be funded using salary savings that was realized since the commencement of the Fiscal Year 2021-2022. In order to increase level of services provided, some vacant positions had to be removed in order to deliver a cost-neutral effect.

Public Works Street Maintenance – Facility Maintenance Division:

COVID-19 cases are still lingering and City facilities have begun reopening however, there is not enough staffing for the sanitation of all City facilities. The City Manager is recommending we use salary savings to add two (2) Custodian in order to address this issue. The following are the proposed changes:

Add Positions:

- Two (2) 1.0 FTE Custodian

Decrease Budget Accounts:

• 1001-400-000-4101	Salary Savings	$ 10,415.00
• 1001-510-000-4101	Salary Savings	$ 13,388.00
• 1001-650-000-4101	Salary Savings	$ 13,658.00
• 1001-780-000-4101	Salary Savings	$ 22,257.00
• 1001-780-BSF-4101	Salary Savings	$ 15,540.00
• 1001-710-000-4101	Salary Savings	$ 4,278.00
	Total	**$ 79,536.00**

Increase Budget Accounts:

• 1001-720-GS0-4101	Permanent Salaries	$ 79,536.00
	Total	**$ 79,536.00**

City Attorney's Office:

A) The City Attorney's Office has a budget of $9.28 million and financial assistance is needed therefore, the City Manager is recommending that we remove two (2) legal interns and add one (1) Administrative Analyst II. The following are the proposed changes:

Delete Positions:

- Two (2) 0.5 FTE Legal Intern

Add Positions:

- One (1) 1.0 FTE Administrative Analyst II

Decrease Budget Accounts:

• 1001-670-000-4101	Salary Savings	$ 28,984.00
• 6300-420-000-4101	Salary Savings	$ 12,480.00
• 6400-420-000-4101	Salary Savings	$ 29,120.00
	Total	**$ 70,584.00**

Increase Budget Accounts:

• 1001-420-000-4101	Permanent Salaries	$ 28,984.00
• 6300-420-000-4101	Permanent Salaries	$ 12,480.00
• 6400-420-000-4101	Permanent Salaries	$ 29,120.00
	Total	**$ 70,584.00**

Fire Department:

The Fire Department has a budget of $14.69 million and financial assistance is needed therefore, the City Manager is recommending that we remove one (1) Office Assistant I and add one (1) Administrative Specialist. The difference in salaries will be supplemented with savings in the Fire Department Other Contract Services account. The following are the proposed changes:

Delete Positions:

- One (1) 1.0 FTE Office Assistant I

Add Positions:

- One (1) 1.0 FTE Administrative Specialist

Decrease Budget Accounts:

• 1001-690-000-4269	Other Contract Serv.	$ 16,008.00
	Total	**$ 16,008.00**

Increase Budget Accounts:

• 1001-690-000-4101	Permanent Salaries	$ 16,008.00
	Total	**$ 16,008.00**

City Controller's Office:

The City Controller's Office is in need of office assistance therefore, the City Manager is recommending that we add one (1) Office Assistant I. The following are the proposed changes:

Add Positions:

- One (1) 1.0 FTE Office Assistant I

Decrease Budget Accounts:

• 1001-620-000-4101	Salary Savings	$ 33,740.00
	Total	**$ 33,740.00**

Increase Budget Accounts:

• 1001-650-000-4101	Permanent Salaries	$ 33,740.00
	Total	**$ 33,740.00**

Water Department:

A) The Fiscal Year 2021-2022 Budget inadvertently listed the incorrect position and salary range for Meter Reader. In order to correct this mistake, the following proposed changes are needed:

Delete Positions:

- Four (4) 1.0 FTE Meter Reader II

Add Positions:

- Four (4) 1.0 FTE Meter Reader

Listed Salary Range:

- 119 - $58,416

Correct Salary Range:

- 121 - $59,592

Decrease Budget Accounts:

• 5000-850-000-4101	Salary Savings	$ 4,704.00
	Total	**$ 4,704.00**

Increase Budget Accounts:

• 5000-890-000-4101	Permanent Salaries	$ 4,704.00
	Total	**$ 4,704.00**

B) The Fiscal Year 2021-2022 Budget inadvertently listed the incorrect salary range for Storekeeper. In order to correct this mistake, the following proposed changes are needed:

Listed Salary Range:

- 99 - $47,928

Correct Salary Range:

- 101 - $48,864

Decrease Budget Accounts:

• 5000-850-000-4101	Salary Savings	$ 936.00
	Total	**$ 936.00**

Increase Budget Accounts:

• 5000-880-000-4101	Permanent Salaries	$ 936.00
	Total	**$ 936.00**

C) The Fiscal Year 2021-2022 Budget inadvertently listed the incorrect account number for One (1) Project Manager and One (1) Administrative Assistant. This will create a savings in fund 5000 in the amount of $160,823. The Water Dept. Manager would like to utilize these saving to add a Senior Civil Engineer and utilize the remaining difference in maintenance and operations. The following are the proposed changes:

Add Positions:

- One (1) 1.0 FTE Senior Civil Engineer

Decrease Budget Accounts:

• 5000-850-000-4101	Permanent Salaries	$ 138,370.00
• 5000-850-000-4190	Worker's Compensation	$ 4,289.00
• 5000-850-000-4194	Life Insurance	$ 541.00
• 5000-850-000-4195	Dental Insurance	$ 2,400.00
• 5000-850-000-4196	Vision Insurance	$ 871.00
• 5000-850-000-4197	Unemployment Insurance	$ 4,896.00
• 5000-850-000-4198	State Disability Insurance	$ 1,728.00
• 5000-850-000-4199	Medi-Cal Contribution	$ 2,088.00
• 5100-850-000-4249	Special Department Exp.	$ 1,624.00
• 5100-850-000-4294	Contingency	$ 159,199.00
	Total	**$ 316,006.00**

Increase Budget Accounts:

• 5000-900-000-4101	Permanent Salaries	$ 92,316.00
• 5000-890-000-4262	Other Professional Serv.	$ 62,867.00
• 5100-850-000-4101	Permanent Salaries	$ 144,010.00
• 5100-850-000-4190	Worker's Compensation	$ 4,289.00
• 5100-850-000-4194	Life Insurance	$ 541.00
• 5100-850-000-4195	Dental Insurance	$ 2,400.00
• 5100-850-000-4196	Vision Insurance	$ 871.00
• 5100-850-000-4197	Unemployment Insurance	$ 4,896.00
• 5100-850-000-4198	State Disability Insurance	$ 1,728.00
• 5100-850-000-4199	Medi-Cal Contribution	$ 2,088.00
	Total	**$ 316,006.00**

2) <u>City of Compton April 2021 Election Additional Funding</u>

Staff has identified a need to increase funding for the City Clerk Election Budget. The division has an outstanding invoice for the Citywide 2021 election that exceeded original estimates. The City Manager is proposing to utilize any remainder salary savings incurred to offset this expense. The remainder of the cost will be paid using account number 1004-610-000-4269. Therefore, the budget needs to be amended to accurately reflect the following changes:

Decrease Budget Accounts:

• 1001-670-000-4101	Salary Savings	$ 113,780.00
• 1001-620-IT0-4101	Salary Savings	$ 11,882.00
• 1001-840-000-4101	Salary Savings	$ 39,545.00
• 1001-710-000-4101	Salary Savings	$ 16,716.00
	Total	**$ 181,923.00**

Increase Budget Accounts:

• 1001-480-000-4262	Other Professional Svcs.	$ 181,923.00
	Total	**$ 181,923.00**

The proposed Budget Amendments add personnel positions that will increase the level in services provided and correct any inadvertent errors while maintaining a balanced 2021-2022 Fiscal Year Budget. All changes are to take effect on the approval of this resolution.

FISCAL IMPACT

The City of Compton has a balanced budget and the recommendations are cost neutral and does not have a negative impact on the City's balanced budget for FY 2021-2022.

ALTERNATIVE

The City Council has the option of considering these recommendation individually, collectively, or in the numbered groups and then direct staff accordingly.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to make budget amendments to the Fiscal Year 2021-2022 Budget.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING BUDGET AMENDMENT TO THE 2021-2022 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN VARIOUS ACCOUNTS, AND AMENDING THE EXISTING PERSONNEL SUMMARY

WHEREAS, pursuant to Resolution No. 25,512, the City Council of the City of Compton adopted the Fiscal Year 2021-2022 budget on June 22, 2021; and

WHEREAS, it is necessary in order to balance all expenditures, correct any inadvertent errors, and increase the City's level of service; and

WHEREAS, staff has identified positions that can be funded using salary savings that was realized since the commencement of the Fiscal Year 2021-2022. In order to increase level of services provided, some vacant positions had to be removed in order to deliver a cost-neutral effect; and

WHEREAS, COVID-19 cases are still lingering and City facilities have begun reopening however, there is not enough staffing for the sanitation of all City facilities. The City Manager is recommending we use salary savings to add two (2) Custodian in order to address this issue; and

WHEREAS, the City Attorney's Office has a budget of $9.28 million and financial assistance is needed therefore, the City Manager is recommending that we remove two (2) legal interns and add one (1) Administrative Analyst II; and

WHEREAS, the Fire Department has a budget of $14.69 million and financial assistance is needed therefore, the City Manager is recommending that we remove one (1) Office Assistant I and add one (1) Administrative Specialist. The difference in salaries will be supplemented with savings in the Fire Department Other Contract Services account; and

WHEREAS, the City Controller's Office is in need of office assistance therefore, the City Manager is recommending that we add one (1) Office Assistant I; and

WHEREAS, the Fiscal Year 2021-2022 Budget inadvertently listed the incorrect position and salary range for Meter Reader; and

WHEREAS, the Fiscal Year 2021-2022 Budget inadvertently listed the incorrect salary range for Storekeeper; and

WHEREAS, the Fiscal Year 2021-2022 Budget inadvertently listed the incorrect account number for One (1) Project Manager and One (1) Administrative Assistant. This will create a savings in fund 5000 in the amount of $160,823. The Water Dept. Manager would like to utilize these saving to add a Senior Civil Engineer and utilize the remaining difference in maintenance and operations; and

WHEREAS, staff has identified a need to increase funding for the City Clerk Election Budget. The division has an outstanding invoice for the Citywide 2021 election that exceeded original estimates. The City Manager is proposing to utilize any remainder salary savings incurred to offset this expense. The remainder of the cost will be paid using account number 1004-610-000-4269; and

WHEREAS, the proposed Budget Amendments add personnel positions that will increase the level in services provided and correct any inadvertent errors while maintaining a balanced 2021-2022 Fiscal Year Budget. All changes are to take effect on the approval of this resolution.

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

SECTION 1. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for Additional Positions and Increase Level of Services - Public Works Street Maintenance Department, Facility Maintenance Division:

Add Positions:

- Two (2) 1.0 FTE Custodian

Decrease Budget Accounts:

• 1001-400-000-4101	Salary Savings	$ 10,415.00
• 1001-510-000-4101	Salary Savings	$ 13,388.00
• 1001-650-000-4101	Salary Savings	$ 13,658.00
• 1001-780-000-4101	Salary Savings	$ 22,257.00
• 1001-780-BSF-4101	Salary Savings	$ 15,540.00
• 1001-710-000-4101	Salary Savings	$ 4,278.00
	Total	**$ 79,536.00**

Increase Budget Accounts:

• 1001-720-GS0-4101	Permanent Salaries	$ 79,536.00
	Total	**$ 79,536.00**

SECTION 2. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for Additional Positions and Increase Level of Services - City Attorney's Office:

Delete Positions:

- Two (2) 0.5 FTE Legal Intern

Add Positions:

- One (1) 1.0 FTE Administrative Analyst II

Decrease Budget Accounts:

• 1001-670-000-4101	Salary Savings	$ 28,984.00
• 6300-420-000-4101	Salary Savings	$ 12,480.00
• 6400-420-000-4101	Salary Savings	$ 29,120.00
	Total	**$ 70,584.00**

Increase Budget Accounts:

• 1001-420-000-4101	Permanent Salaries	$ 28,984.00
• 6300-420-000-4101	Permanent Salaries	$ 12,480.00
• 6400-420-000-4101	Permanent Salaries	$ 29,120.00
	Total	**$ 70,584.00**

SECTION 3. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for Additional Positions and Increase Level of Services – Fire Department:

Delete Positions:

- One (1) 1.0 FTE Office Assistant I

Add Positions:

- One (1) 1.0 FTE Administrative Specialist

Decrease Budget Accounts:

• 1001-690-000-4269	Other Contract Serv.	$ 16,008.00
	Total	**$ 16,008.00**

Increase Budget Accounts:

• 1001-690-000-4101	Permanent Salaries	$ 16,008.00
	Total	**$ 16,008.00**

SECTION 4. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for Additional Positions and Increase Level of Services – City Controller's Office:

Add Positions:
- One (1) 1.0 FTE Office Assistant I

Decrease Budget Accounts:

• 1001-620-000-4269	Salary Savings	$ 33,740.00
	Total	**$ 33,740.00**

Increase Budget Accounts:

• 1001-650-000-4101	Permanent Salaries	$ 33,740.00
	Total	**$ 33,740.00**

SECTION 5. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for Water Department - Meter Reader Correction:

Delete Positions:
- Four (4) 1.0 FTE Meter Reader II

Add Positions:
- Four (4) 1.0 FTE Meter Reader

Listed Salary Range:
- 119 - $58,416

Correct Salary Range:
- 121 - $59,592

Decrease Budget Accounts:

• 5000-850-000-4101	Salary Savings	$ 4,704.00
	Total	**$ 4,704.00**

Increase Budget Accounts:

• 5000-890-000-4101	Permanent Salaries	$ 4,704.00
	Total	**$ 4,704.00**

SECTION 6. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for Water Department – Storekeeper Correction:

Listed Salary Range:
- 99 - $47,928

Correct Salary Range:
- 101 - $48,864

Decrease Budget Accounts:

• 5000-850-000-4101	Salary Savings	$ 936.00
	Total	**$ 936.00**

Increase Budget Accounts:

• 5000-880-000-4101	Permanent Salaries	$ 936.00
	Total	**$ 936.00**

SECTION 7. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for Additional Positions and Increase Level of Services – Water Department:

Add Positions:

- One (1) 1.0 FTE Senior Civil Engineer

Decrease Budget Accounts:

• 5000-850-000-4101	Permanent Salaries	$ 138,370.00
• 5000-850-000-4190	Worker's Compensation	$ 4,289.00
• 5000-850-000-4194	Life Insurance	$ 541.00
• 5000-850-000-4195	Dental Insurance	$ 2,400.00
• 5000-850-000-4196	Vision Insurance	$ 871.00
• 5000-850-000-4197	Unemployment Insurance	$ 4,896.00
• 5000-850-000-4198	State Disability Insurance	$ 1,728.00
• 5000-850-000-4199	Medi-Cal Contribution	$ 2,088.00
• 5100-850-000-4249	Special Department Exp.	$ 1,624.00
• 5100-850-000-4294	Contingency	$ 159,199.00
	Total	**$ 316,006.00**

Increase Budget Accounts:

• 5000-900-000-4101	Permanent Salaries	$ 92,316.00
• 5000-890-000-4262	Other Professional Serv.	$ 62,867.00
• 5100-850-000-4101	Permanent Salaries	$ 144,010.00
• 5100-850-000-4190	Worker's Compensation	$ 4,289.00
• 5100-850-000-4194	Life Insurance	$ 541.00
• 5100-850-000-4195	Dental Insurance	$ 2,400.00
• 5100-850-000-4196	Vision Insurance	$ 871.00
• 5100-850-000-4197	Unemployment Insurance	$ 4,896.00
• 5100-850-000-4198	State Disability Insurance	$ 1,728.00
• 5100-850-000-4199	Medi-Cal Contribution	$ 2,088.00
	Total	**$ 316,006.00**

SECTION 8. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2021-2022 Adopted Budget for City of Compton April 2021 Election Additional Funding:

Decrease Budget Accounts:

• 1001-670-000-4101	Salary Savings	$ 113,780.00
• 1001-620-IT0-4101	Salary Savings	$ 11,882.00
• 1001-840-000-4101	Salary Savings	$ 39,545.00
• 1001-710-000-4101	Salary Savings	$ 16,716.00
	Total	**$ 181,923.00**

Increase Budget Accounts:

• 1001-480-000-4262	Oth. Professional Svcs.	$ 181,923.00
	Total	**$ 181,923.00**

SECTION 9. That all changes are to take effect immediately.

SECTION 10. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager and City Controller.

SECTION 11. 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

September 7, 2021

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS

FROM: PUBLIC WORKS ENGINEERING DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORK'S 2021-2022 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($342,300)

SUMMARY

Adoption of this resolution will amend the Public Works 2021-2022 Fiscal Year budget to transfer Three Hundred Forty Two Thousand Three Hundred Dollars ($342,300) between accounts and authorize the City Manager to enter into a second (2nd) amendment to the professional services agreement with John L. Hunter and Associates, Inc. to expand the scope of services to address additional National Pollutant Discharge System Program Compliance requirements (i.e. mandated monitoring activities) and authorize the establishment of a purchase order in the amount of $342,300.00 in compensation for the expanded scope of services.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as drainage pipes or man-made channels, ditches. Individual homes that discharge storm water to a municipal street's curb and gutter do not need a NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street's curb and gutter, catch basin, storm drains, etc. In most cases, the NPDES permit program is administered by authorized states. In California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality.

Compliance with NPDES permitting rules is multi-faceted and very time consuming. The Public Works Department ("Department") does not have sufficient staff resources to perform all tasks required by the complex NPDES permit

program. Thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year (i.e. July 1, 2019 through June 30, 2022) professional services agreement with John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year).

A critical components of the MS4 Permit is monitoring. A monitoring program meeting the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather. The monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with Hunter. As a result, on April 14, 2020, pursuant to Resolution No. 25,238, City Council authorized the City Manager to amend the original professional service agreement (1st Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2020-2021 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $292,024.50.

On April 9, 2021, Hunter, through and in conjunction with its sub-consultant, Alta Environmental dba NV5, submitted a proposal to provide the required Fiscal Year 2021-2022 monitoring services for the City's compliance with National Discharge Elimination System requirements. This proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Regional Board's requirements.

The expanded scope of services will include the following:

Task 1 – Project Management and Coordination

NV5 will conduct the planning, preparation, and subcontractor scheduling required for the proposed monitoring and reporting services. This task will include coordination with the client and the City as-needed, and attendance at up to one (1) kick-off meeting and one (1) mid-term project meeting. This task will also be used to provide project updates, communications, and project invoicing.

Task 2 – Coordination, Permitting, Access Agreements with LADWP (1 Receiving Water Site (R1) and 3 MS4 Outfalls), and Updates to SAP/HASP

NV5 will update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). Additionally, Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1. Other permits, although not anticipated, will be obtained from other jurisdictions as-needed (e.g., Railway right of ways or Caltrans). This task also includes any necessary updates to the site-specific health and safety plan (HASP) and Sampling and Analysis Plan (SAP), which will be implemented during all proposed field activities. The SAP will define the final analyst list for the 2021-2022 Monitoring Season based on the 2020-2021 annual report assessment.

Task 3 – Equipment Installation, Maintenance, and Laboratory Coordination

NV5 will procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed, depending on the site access requirements. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored bagged in clean enclosures prior to use.

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 site)

NV5 will perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. NV5 will target sampling the first significant rain event of the 2021-2022 wet season with a predicted rainfall of at least 0.25 inch at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges.

Monitoring will include sample collection of a single grab sample using as autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the event (20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is not amenable for installing a

permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored twice per year during the first and second sample events. Additional sample will be collected during each event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., 50% effect). However, based on toxicity test results from the first two events during the 2020-2021 season, no toxicity was observed at the R1 location. Therefore, budget has been included for one potential TIE to be performed for the receiving water site R1. This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class is likely causing toxicity and will be supported by chemistry data assessment. This task does not include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

NV5 will perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed in Task 4a. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e., 50% effect). However, based on toxicity test results from the first flush sample during the 2020-2021 season, no toxicity was observed at any outfall. Therefore, up to two toxicity tests would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location. Additionally, based on the available of unused budget from the dry weather toxicity testing (Task 4c), and assuming no TIEs were required, NV5 will coordinate with JLHA to determine the best use of funds for assessing TIE requirements within the available budget. This task does include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

NV5 will perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2021 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2022. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). Additional sample will be collected during one event for Toxicity Identification Evaluation (TIE) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e. 50% effect). However, based on toxicity test results from the first dry weather event in fall 2020, no toxicity was observed at Site R1. Therefore, budget has been included for one TIE to be performed for the receiving water site R1 for one dry weather event. In the event that a TIE is not required (no significant toxicity), the remaining budget will be utilized for Task 4b TIEs as-needed.

Dry weather monitoring in May will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.

Task 5 – Non-Stormwater Outfall-Based Screening and Monitoring

The City is required to perform non-stormwater outfall screening and monitoring to determine compliance with dry weather Total Maximum Daily Loads (TMDLs), non-stormwater action levels, or other water quality standards or specifications. Outfalls will be inspected to determine the presence of dry weather flows and future dry weather monitoring will be utilized to meet the requirements outlined in the LA County MS4 Permit for the Illicit Connection and Illicit Discharge (IC/ID) Program. This will enable the City to detect, investigate, and eliminate IC/IDs as per Part VI.D.4.d and Part VI.D.10 of the LA County MS4 Permit.

NV5 will prepare a list of potential MS4 outfall locations based on available information. The major outfalls will be defined as follows:

- 36-inch or larger pipes, or non-circular drains with a drainage area of more than 50 acres; and
- 12-inch or larger pipes, or non-circular drains from industrial zoned areas with a drainage area of 2 acres or more.

NV5 will conduct a desktop verification of the potential MS4 outfall locations in order to create an inventory and map of potential MS4 outfall locations to be verified through in-field verification screening. In order to collect data to determine significant non-stormwater outfalls, NV5 will perform three (3) outfall screenings at the major MS4 outfalls during the 2021-2022 monitoring year. The outfall screenings are necessary to collect the information to identify outfalls exhibiting significant non-stormwater discharges and to develop the information needed for the inventory of outfalls with significant non-stormwater discharges.

The initial first screening will serve the dual purpose of field verification for completing the MS4 inventory database and the initial evaluation of outfalls for significant non-stormwater discharge. Each major MS4 outfall identified will be visited once by NV5 during the first screening, once during the second round of field screening, and once during the third round of field screening. A standard field data collection form will be used, consisting of the following:

- Date, time, weather;
- Photos of outfall and receiving water;
- Descriptions of site condition and accessibility;
- Discharge characteristics, such as odor, color, and flow rate.

Concurrently, NV5 will develop an inventory of major MS4 outfalls. The inventory database will include available existing data from outfall field screening efforts. The data within the database will include the physical attributes of major MS4 outfalls determined to have significant non-stormwater discharges as well as a list of those outfalls requiring no further assessment. If the major MS4 outfall requires no further assessment, the inventory will include the rationale for the determination of no further action required based on the following:

- The outfall does not have flow;
- The outfall does not have a known significant non-stormwater discharge; or
- Discharges observed were determined to be exempt during the source identification (to be completed in future monitoring year).

The following physical attributes of major MS4 outfalls with significant non-stormwater discharges will be included in the inventory and should be collected as part of the screening process:

- Date and time of last of visual observation or inspection;
- Outfall alpha-numeric identifier;
- Description of outfall structure including size (e.g., diameter and shape);
- Description of receiving water at the point of discharge (e.g., concrete channel);
- Latitude/longitude coordinates;
- Nearest street address;
- Parking, access, and safety considerations;
- Photographs of outfall condition;
- Photographs of significant non-stormwater discharge (or indicators of discharge) unless safety considerations preclude obtaining photographs;
- Estimation of discharge rate;
- All diversions either upstream or downstream of the outfall;
- Observations regarding discharge characteristics such as turbidity, odor, color, presence of debris, floatables, or monitoring characteristics that could aid in pollutant source identification; and
- Monitoring data.

Once the significant non-stormwater outfalls have been identified through the screening process and incorporated into the inventory, the City is required to prioritize outfalls for further source investigations. The LA County MS4 Permit identifies the following prioritization criteria for outfalls with significant non-stormwater discharges:

- Outfalls discharging directly to receiving waters with WQBELs or receiving water limitations in the TMDL provisions for which final compliance deadlines have passed.
- All major outfalls and other outfalls that discharge to a receiving water subject to a TMDL shall be prioritized according to TMDL compliance schedules.
- Outfalls for which monitoring data exist and indicate recurring exceedances of one or more of the Action Levels identified in Attachment G of the Permit.
- All other major outfalls identified to have significant non-stormwater discharges.

In addition to the Permit requirements, the following criteria may be considered when developing the prioritization schedule:

- Rate of discharge based on visual flow observations
- Drainage area to outfall and/or size of outfall
- Odor, color, and clarity of discharge
- Presence of flow in the receiving water

Once the prioritization is complete, NV5 will prepare a source identification schedule focused on the outfalls with the highest priorities first. These source investigations are not included in this proposal and will be planned for the 2022-2023 monitoring year.

Task 6 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

NV5 will review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format.

Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted to NV5 upon completion. NV5 will review, finalize, format, and submit all field and analytical data to JLHA.

Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgement. Once the data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted.

NV5 will include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups).

Sample results and tables will be coordinated with JLHA and the City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California

Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database.

Task 7 – Draft and Final Monitoring Report

NV5 will prepare a draft and final annual monitoring report. The draft report will be provided by August 30, 2022. The final report will be provided approximately two weeks after review by JLHA and the City (assuming two weeks for client review). Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30, 2022.

STATEMENT OF ISSUE

The agreement with Hunter expires on June 30, 2022. Since the current consultant is familiar with the City's needs in meeting the expansive requirements of the National Pollutant Discharge System Program and has satisfactorily performed the services, including the monitoring mandates of Fiscal Year 2020-2021, staff recommends amending the existing agreement to authorize Hunter to assist the City in complying with the monitoring requirements for Fiscal Year 2021-2022.

In order to amend the Public Works 2021-2022 Fiscal Year budget and authorize the City Manager to amend the professional services agreement with John L. Hunter and Associates, Inc. to expand the scope of services to address additional National Pollutant Discharge System Program Compliance requirements and authorize the issuance of a purchase order in the amount of Three Hundred Forty Two Thousand Three Hundred Dollars ($342,300) in compensation for the expanded scope of services, City Council authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City is required to comply with the provisions of the NPDES permit program.

FISCAL IMPACT

The Public Works 2021-2022 fiscal year budget will be amended as follows:

From:

Account No.	Description	Amount
1529-000-000-2710	Measure W Fund Balance	$342,300

To:

Account No.	Description	Amount
1529-710-000-4262	Other Professional Svc.	$342,300

Funds in the amount of $342,300 will be available in the Public Works 2021-2022 Fiscal Year budget in Account No. 1529-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORK'S 2021-2022 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($342,300)

WHEREAS, as authorized by the Clean Water Act, the U.S. Environmental Protection ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States and point sources are conveyances such as drainage pipes or man-made channels or ditches; and

WHEREAS, individual homes that discharge storm water to a municipal street curb and gutter do not need a NPDES permit, however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street curb and gutter, catch basins, storm drains, and etc; and

WHEREAS, in most cases, the NPDES permit program is administered by authorized states and in California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the Public Works Engineering Department ("Department") does not have sufficient staff resources to perform all task required by the complex NPDES permit program; thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year (i.e. July 1, 2019 through June 30, 2022) professional service agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program Services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year); and

WHEREAS, one of the critical components of the MS4 Permit is a monitoring program and in order to meet the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather; and

WHEREAS, the monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with Hunter; thus**,** on April 14, 2020, pursuant to Resolution No. 25,238, City Council authorized the City Manager to amend the original professional service agreement (1st Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2020-2021 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $292,024.50; and

WHEREAS, on April 9, 2021, Hunter, through and in conjunction with its sub-consultant, Alta Environmental dba NV5, submitted a proposal to provide the required Fiscal Year 2021-2022 monitoring services for the City's compliance with National Discharge Elimination System requirements. This proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Regional Board's requirements at a cost of $342,300; and

WHEREAS, he agreement with Hunter expires on June 30, 2022 and since the current consultant is familiar with the City's needs in meeting the expansive requirements of the National Pollutant Discharge System Program and has satisfactorily performed the services, including the monitoring mandates of Fiscal Year 2020-2021, staff recommends amending the existing agreement to authorize Hunter to assist the City in complying with the monitoring requirements for Fiscal Year 2021-2022 and further authorize additional compensation in the amount of $342,300.00 for provision of the additional services; and

WHEREAS, funds for this expenditure is be available upon amendment of the Public Works Engineering Department's 2021-2022 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon advice and approval of the City Attorney is hereby authorized to enter into a second (2nd) amendment to the Professional Services Agreement with John L. Hunter and Associates, Inc. to expand the scope of services to provide comprehensive monitoring program services in compliance with National Pollutant Discharge System Compliance Program standards and requirements at a cost of $342, 300.00.

SECTION 2. That the Public Works 2021-2022 Fiscal Year budget shall be amended as follows:

From:

Account No.	Description	Amount
1529-000-000-2710	Measure W Fund Balance	$342,300

To:

Account No.	Description	Amount
1529-710-000-4262	Other Professional Svc.	$342,300

SECTION 3. That funds in the amount of $342,300 will be available in the Public Works Department Fiscal Year 2021-2022 budget in Account No. 1529-710-000-4262 to include the additional compensation authorized herein.

SECTION 4. That a purchase order in the amount of $342,300 is authorized to be established for John L. Hunter and Associates, Inc. for the expanded services to be rendered.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

SECTION 6. 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 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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JOHN L. HUNTER AND ASSOCIATES
[NPDES PERMIT PROGRAM]

This **SECOND AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) and **JOHN L. HUNTER AND ASSOCIATES** (hereinafter referred to as **"CONSULTANT"**).

RECITALS:

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") is a nation-wide program authorized by the Clean Water Act to eliminate pollutants in the storm water, thereby reducing pollution in receiving water; and

WHEREAS, the NPDES program requires that municipalities must obtain a permit if their discharges go directly to receiving water systems; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the City's Public Works Department does not have sufficient staff resources to perform all tasks required by the complex NPDES permit program; thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year (i.e. July 1, 2019 through June 30, 2022) Professional Services Agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year); and

WHEREAS, subsequent to entering into the contractual relationship with Consultant, it was brought to the attention of the City that one of the critical components of the MS4 Permit is having a comprehensive monitoring program which meets the State Regional Water Quality Control Board's requirements; however, the monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with the Consultant; thus, on April 14, 2020, pursuant to Resolution No. 25,238, the City Council authorized the City Manager to amend the original professional service agreement (1st Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2020-2021 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $292,024.50; and

WHEREAS, On April 9, 2021, Hunter, through and in conjunction with its sub-consultant, Alta Environmental dba NV5, submitted a proposal to provide the required Fiscal Year 2021-2022 monitoring services for the City's compliance with National Discharge Elimination System requirements; and

WHEREAS, there is a need to amend the professional services agreement with the Consultant to revise the scope of services to provide for implementation of the additional services required by the NPDES monitoring requirements of the permit and provide for additional compensation for such services to be rendered; and

WHEREAS, by Resolution No. _____, adopted on the _____ of _____, 2021, the City Council authorized the City Manager to enter into a second (2nd) amendment to the professional services agreement with the Consultant to expand the scope of services to provide comprehensive monitoring program services in compliance with National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $342,300.00.

NOW, THEREFORE, the Parties do hereby mutually agree to amend the Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to expand the scope of services to be rendered by the Consultant to include the following tasks and deliverables during Fiscal Year 2021-2022:

Task 1 – Project Management and Coordination

Task 2 – Coordination, Permitting, Access agreements with LADWP (1 Receiving Water Site (R1) and 3 MS4 Outfalls), and Updates to SAP/HASP

Task 3 – Equipment Installation, Maintenance, and Laboratory Coordination

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 site)

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

Task 5 – Non-Stormwater Outfall-Based Screening and Monitoring

Task 6 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

Task 7 – Draft and Final Monitoring Report

As more fully described in the **Consultant's (Sub-Consultant Alta Environmental's dba NV5) "Proposal for City of Compton NPDES Monitoring and Reporting for the 2021-2022 Monitoring Year",** dated April 9, 2021, which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for the expanded scope of services to be provided, as specified above in Section 1, in the not-to-exceed amount of Three Hundred Forty Two Thousand Three Hundred Dollars ($342,300.00).

3. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this **SECOND AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT.**

JOHN L. HUNTER AND ASSOCIATES
CONSULTANT

Dated: _____ **By _____**
John L. Hunter, P.E., Principal

Approved by:

Dated: _____ **By _____**
Ronerick D. Simpson, City Manager

Approved as to form:

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

ATTEST:

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

April 9, 2021

Mr. John L. Hunter, PE
John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, Suite 300
Buena Park, California 90620

Re: Proposal for City of Compton NPDES Monitoring and Reporting for the 2021-2022 Monitoring Year

Dear Mr. Hunter:

Alta Environmental, LP DBA NV5 (NV5) is pleased to submit this cost proposal to John L. Hunter and Associates, Inc. (JLHA) to provide monitoring services for the City of Compton's (City) compliance with National Pollutant Discharge Elimination System (NPDES) requirements. This proposal provides monitoring services as outlined in the Baseline Monitoring and Reporting Plan to meet the intent of Enclosure 2 of the Los Angeles Regional Water Quality Control Board's (RWQCB) letter dated August 5, 2016. The letter specifies the monitoring and reporting requirements of Attachment E of the NPDES Permit No. CAS004001: Order No. R4-2012-0175 (Permit).

This proposal provides monitoring services for one (1) receiving water site in Compton Creek, three (3) Municipal Separate Storm Sewer System (MS4) outfalls, and the initial monitoring services for the Non-Stormwater Outfall-Based Screening and Monitoring Program requirements.

This proposal does not include services for the Dominquez Channel Estuary Total Maximum Daily Load (TMDL) monitoring site (DOM-RW-DCE01) and the Los Angeles River Mass Emission Site (S-10), which are supported via cost sharing agreements with the watershed groups.

1 SCOPE OF WORK

Task 1 – Project Management and Coordination

NV5 will conduct the planning, preparation, and subcontractor scheduling required for the proposed monitoring and reporting services. This task will include coordination with the client and the City as-needed, and attendance at up to one (1) kickoff meeting and one (1) mid-term project meeting. This task will also be used to provide project updates, communications, and project invoicing.

Task 2 –Coordination, Permitting, Access agreements with LADPW (1 Receiving Water Site (R1) and 3 MS4 Outfalls), and Updates to SAP/HASP

NV5 will update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). Additionally, Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1. Other permits, although not

anticipated, will be obtained from other jurisdictions as-needed (e.g., Railway right of ways or Caltrans). This task also includes any necessary updates to the site-specific health and safety plan (HASP) and Sampling and Analysis Plan (SAP), which will be implemented during all proposed field activities. The SAP will define the final analyte list for the 2021-2022 Monitoring Season based on the 2020-2021 annual report assessment.

Task 3 – Equipment Installation, Maintenance, and Laboratory Coordination

NV5 will procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed, depending on the site access requirements. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored bagged in clean enclosures prior to use.

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 sites)

NV5 will perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. NV5 will target sampling the first significant rain event of the 2021-2022 wet season with a predicted rainfall of at least 0.25 inch at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges."

Monitoring will include sample collection of a single grab sample using an autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the event (>20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is not amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored twice per year during the first and second sample events. Additional sample will be collected during each event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., ≥ 50% effect). However, based on toxicity test results from the first two events during the 2020-2021 season, no toxicity was observed at the R1 location. Therefore, budget has been included for one potential TIE to be performed for the receiving water site R1. This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class is likely causing toxicity and will be supported by chemistry data assessment. This task does include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

NV5 will perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed in Task 4a. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e., ≥ 50% effect). However, based on toxicity test results from the first flush sample during the 2020-2021 season, no toxicity was observed at any outfall. Therefore, up to two toxicity tests would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location. Additionally, based on the available of unused budget from the dry weather toxicity testing (Task 4c), and assuming no TIEs were required, NV5 will coordinate with JLHA to determine the best use of funds for assessing TIE requirements within the available budget. This task does include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

NV5 will perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2021 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2022. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures. Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). Additional sample will be collected during one event for Toxicity Identification Evaluation (TIE) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., ≥ 50% effect). However, based on toxicity test results from the first dry weather event in fall 2020, no toxicity was observed at Site R1. Therefore, budget has been included for one TIE to be performed for the receiving water site R1 for one dry weather event. In the event that a TIE is not required (no significant toxicity), the remining budget will be utilized for Task 4b TIEs as-needed.

Dry weather monitoring in May will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in

August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.

Task 5 – Non-Stormwater Outfall-Based Screening and Monitoring

The City is required to perform non-stormwater outfall screening and monitoring to determine compliance with dry weather Total Maximum Daily Loads (TMDLs), non-stormwater action levels, or other water quality standards or specifications. Outfalls will be inspected to determine the presence of dry weather flows and future dry weather monitoring will be utilized to meet the requirements outlined in the LA County MS4 Permit for the Illicit Connection and Illicit Discharge (IC/ID) Program. This will enable the City to detect, investigate, and eliminate IC/IDs as per Part VI.D.4.d and Part VI.D.10 of the LA County MS4 Permit.

NV5 will prepare a list of potential MS4 outfall locations based on available information. The major outfalls will be defined as follows:

- 36-inch or larger pipes, or non-circular drains with a drainage area of more than 50 acres; and
- 12-inch or larger pipes, or non-circular drains from industrial zoned areas with a drainage area of 2 acres or more.

NV5 will conduct a desktop verification of the potential MS4 outfall locations in order to create an inventory and map of potential MS4 outfall locations to be verified through in-field verification screening. In order to collect data to determine significant non-stormwater outfalls, NV5 will perform three (3) outfall screenings at the major MS4 outfalls during the 2021-2022 monitoring year. The outfall screenings are necessary to collect the information to identify outfalls exhibiting significant non-stormwater discharges and to develop the information needed for the inventory of outfalls with significant non-stormwater discharges.

The initial first screening will serve the dual purpose of field verification for completing the MS4 inventory database and the initial evaluation of outfalls for significant non-stormwater discharge. Each major MS4 outfall identified will be visited once by NV5 during the first screening, once during the second round of field screening, and once during the third round of field screening. A standard field data collection form will be used, consisting of the following:

- Date, time, weather;
- Photos of outfall and receiving water;
- Descriptions of site condition and accessibility;
- Discharge characteristics, such as odor, color, and flow rate.

Concurrently, NV5 will develop an inventory of major MS4 outfalls. The inventory database will include available existing data from outfall field screening efforts. The data within the database will include the physical attributes of major MS4 outfalls determined to have significant non-stormwater discharges as well as a list of those outfalls requiring no further assessment. If the major MS4 outfall requires no further assessment, the inventory will include the rationale for the determination of no further action required based on the following:

- The outfall does not have flow;
- The outfall does not have a known significant non-stormwater discharge; or
- Discharges observed were determined to be exempt during the source identification (to be completed in future monitoring year).

The following physical attributes of major MS4 outfalls with significant non-stormwater discharges will be included in the inventory and should be collected as part of the screening process:

- Date and time of last visual observation or inspection;
- Outfall alpha-numeric identifier;
- Description of outfall structure including size (e.g., diameter and shape);
- Description of receiving water at the point of discharge (e.g., concrete channel);
- Latitude/longitude coordinates;
- Nearest street address;
- Parking, access, and safety considerations;
- Photographs of outfall condition;
- Photographs of significant non-stormwater discharge (or indicators of discharge) unless safety considerations preclude obtaining photographs;
- Estimation of discharge rate;
- All diversions either upstream or downstream of the outfall;
- Observations regarding discharge characteristics such as turbidity, odor, color, presence of debris, floatables, or monitoring characteristics that could aid in pollutant source identification; and
- Monitoring data.

Once the significant non-stormwater outfalls have been identified through the screening process and incorporated into the inventory, the City is required to prioritize outfalls for further source investigations. The LA County MS4 Permit identifies the following prioritization criteria for outfalls with significant non-stormwater discharges:

- Outfalls discharging directly to receiving waters with WQBELs or receiving water limitations in the TMDL provisions for which final compliance deadlines have passed.
- All major outfalls and other outfalls that discharge to a receiving water subject to a TMDL shall be prioritized according to TMDL compliance schedules.
- Outfalls for which monitoring data exist and indicate recurring exceedances of one or more of the Action Levels identified in Attachment G of the Permit.
- All other major outfalls identified to have significant non-stormwater discharges.

In addition to the Permit requirements, the following criteria may be considered when developing the prioritization schedule:

- Rate of discharge based on visual flow observations
- Drainage area to outfall and/or size of outfall
- Odor, color, and clarity of discharge
- Presence of flow in the receiving water

Once the prioritization is complete, NV5 will prepare a source identification schedule focused on the outfalls with the highest priorities first. These source investigations are not included in this proposal and will be planned for the 2022-2023 monitoring year.

Task 6 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

NV5 will review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format.

Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted to NV5 upon completion. NV5 will review, finalize, format, and submit all field and analytical data to JLHA.

Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgment. Once the data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted.

NV5 will include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups).

Sample results and tables will be coordinated with JLHA and the City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database.

Task 7 – Draft and Final Monitoring Report

NV5 will prepare a draft and final annual monitoring report. The draft report will be provided by August 30, 2022. The final report will be provided approximately two weeks after review by JLHA and the City (assuming two weeks for client review). Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30, 2022.

2 PROJECT COST

NV5 proposes to implement the scope of work on a time-and-materials basis not to exceed a base cost of **$342,300.00.**

A Summary Cost Schedule and a Detailed Cost Schedule are attached in Table 1 and Table 2, respectively. Additional work provided beyond those services described will be provided on a time-and-materials basis. The Analytical Cost Schedule is attached in Table 3.

3 COST ASSUMPTIONS

1. Costs are provided for receiving water and MS4 Outfall sampling and reporting for sites in the City of Compton's jurisdiction (R1, FS1, FS2, and FS6).
2. Permitting costs for LADPW access agreements are included at a rate of $1,439.00/area (1 for RW and 1 for three for MS4 Outfalls). This cost is estimated based on previous similar access agreements. If significant engineering drawings or extensive permitting costs exceed this value, NV5 will promptly notify JLHA to address LADPW's concerns. It is also assumed that ACOE will not require a fee permit for the FS1 Site.
3. The estimated costs for Task 3 are based on establishing temporary monitoring stations for flow monitoring and autosamplers. Should permanent stations be needed and/or specific accommodations be required to obtain permits with LACFD or other jurisdictions, revisions to the cost estimate for this task will be needed.
4. Traffic control equipment will be required for site FS2.
5. Security Staffing has been included for sites FS1 and FS6 to prevent theft, vandalism, or personal safety concerns from transients.
6. Work is dependent upon a sufficient number of storm events meeting sampling criteria.
7. The City is required to conduct source investigations and classify the investigation results as one of four: IC/IDs, authorized or conditionally exempt non-stormwater flows, natural flows, or from unknown sources (as per IX.A.2 of the MRP). These source investigations are not included in this proposal and will be planned for the 2022-2023 monitoring year.
8. The City will need to monitor outfalls that have been determined to convey significant discharges (>10 gallons per minute) comprised of either unknown or conditionally exempt non-storm water discharges, or continuing discharges attributed to illicit discharges. Such monitoring is not included in this proposal and will be determined at a later time following the source investigations.

We appreciate this opportunity to provide this proposal. Please do not hesitate to call me at (760) 908-5749 or (562) 495-5777 should you have any questions or concerns regarding this proposal. We look forward to working with you on this project.

For and on behalf of NV5,

David S. Renfrew, PMP, QISP/ToR, CPSWQ, QSD
Vice President, Water Resources

Garth Engelhorn, CPSWQ, QISP/ToR
Senior Project Manager

Attachments: (1) Table 1 – Summary Cost Schedule
(2) Table 2 – Detailed Cost Schedule
(3) Table 3 – Analytical Cost Schedule

TABLE 1. SUMMARY COST SCHEDULE

Work Item	Total Staff Hours	Total Labor Costs	Total Reimbursables (Subcontractors and ODCs)	Total Costs
Task 1. Project Management and Coordination	58	$ 10,216.00	$ -	**$ 10,216.00**
Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW, Update SAP/HASP	132	$ 18,730.00	$ 3,139.50	**$ 21,869.50**
Task 3. Equipment, Installation, and Maintenance, Lab Coordination	150	$ 19,830.00	$ 16,323.30	**$ 36,153.30**
Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)	138	$ 19,590.00	$ 24,543.75	**$ 44,133.75**
Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)	422	$ 51,920.00	$ 51,521.81	**$ 103,441.81**
Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)	72	$ 9,100.00	$ 30,704.10	**$ 39,804.10**
Task 5. NSW Outfall Monitoring (Inventory and 3 rounds of field screening)	328	$ 41,230.00	$ 1,201.54	**$ 42,431.54**
Task 6. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	196	$ 30,130.00	$ -	**$ 30,130.00**
Task 7. Draft and Final Monitoring Report	84	$ 14,120.00	$ -	**$ 14,120.00**
Total	**1,580**	**$ 214,866.00**	**$ 127,434.00**	**$ 342,300.00**

TABLE 2. DETAILED COST SCHEDULE

NV5 ALTA ENVIRONMENTAL

Compton NPDES Sampling (2021-22)			Task Description																				Total Hours	Total Cost
			Task 1. Project Management and Coordination		Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW, Update SAP/HASP		Task 3. Equipment, Installation, and Maintenance, Lab Coordination		Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)		Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)		Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)		Task 5. NSW Outfall Monitoring (Inventory and 3 rounds of field screening)		Task 6. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads		Task 7. Draft and Final Monitoring Report			
Alta Title	Hourly Rate	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost			Hours	Cost	Hours	Cost		
Senior Principal	$ 225.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Principal	$ 215.00	20	$ 4,300.00	18	$ 3,870.00	18	$ 3,870.00	18	$ 3,870.00	6	$ 1,290.00	12	$ 2,580.00	12	$ 2,580.00	10	$ 2,150.00	16	$ 3,440.00	118	$ 27,950.00
Senior III	$ 190.00	22	$ 4,180.00	10	$ 1,900.00	24	$ 4,560.00	24	$ 4,560.00	32	$ 6,080.00	4	$ 760.00	18	$ 3,420.00	30	$ 5,700.00	24	$ 4,560.00	170	$ 35,720.00
Senior II	$ 180.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Senior I	$ 170.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Staff III	$ 160.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Staff II	$ 155.00	4	$ 620.00	16	$ 2,480.00		$ -		$ -	42	$ 6,510.00		$ -	54	$ 8,370.00	96	$ 14,880.00	24	$ 3,720.00	182	$ 36,580.00
Staff I	$ 145.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Associate III	$ 130.00	4	$ 520.00	64	$ 8,320.00	42	$ 5,460.00	48	$ 6,240.00	132	$ 17,160.00	20	$ 2,600.00	136	$ 17,680.00	50	$ 6,500.00		$ -	360	$ 64,480.00
Associate II	$ 120.00		$ -		$ -		$ -	24	$ 2,880.00	66	$ 7,920.00		$ -		$ -		$ -	20	$ 2,400.00	110	$ 13,200.00
Associate I	$ 115.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Specialist III	$ 90.00		$ -	24	$ 2,160.00	66	$ 5,940.00		$ -	144	$ 12,960.00	20	$ 1,800.00		$ -	10	$ 900.00		$ -	264	$ 23,760.00
Specialist II	$ 85.00	4	$ 340.00		$ -		$ -	24	$ 2,040.00		$ -	16	$ 1,360.00	108	$ 9,180.00		$ -		$ -	44	$ 12,920.00
Specialist I	$ 70.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Financial Analyst II	$ 77.00	2	$ 154.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 154.00
Administrative I	$ 51.00	2	$ 102.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 102.00
Labor Fee Costs		**58**	**$ 10,216.00**	**132**	**$ 18,730.00**	**150**	**$ 19,830.00**	**138**	**$ 19,590.00**	**422**	**$ 51,920.00**	**72**	**$ 9,100.00**	**328**	**$ 41,230.00**	**196**	**$ 30,130.00**	**84**	**$ 14,120.00**	**1252**	**$ 214,866.00**

Subcontractor and ODCs	Notes	Unit Cost	units	Cost	units	Cost	units	Cost	units	Cost	units	Cost	units	Cost			units	Cost	units	Cost		Totals
Mileage	$0.56/mile	$ 0.56		$ -	200	$ 112.00	600	$ 336.00	500	$ 280.00	720	$ 403.20	400	$ 224.00	972	$ 544.32		$ -		$ -		$ 1,899.52
LADPW Access Permit	$1,439/yr	$ 1,439.00		$ -	2	$ 2,878.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ 2,878.00
Confined Space Equipment	$250/day	$ 250.00		$ -		$ -	2	$ 500.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 500.00
Security Staff (for FS1+FS6)	24 hour shift	$ 528.00		$ -		$ -		$ -		$ -	6	$ 3,168.00		$ -		$ -		$ -		$ -		$ 3,168.00
Traffic Control Equipment	$50/day	$ 50.00		$ -		$ -	6	$ 300.00		$ -	3	$ 150.00		$ -	12	$ 600.00		$ -		$ -		$ 1,050.00
Autosampler	$250/event	$ 250.00		$ -		$ -		$ -	3	$ 750.00	9	$ 2,250.00		$ -		$ -		$ -		$ -		$ 3,000.00
Flow Meter with sensor	$3290/year	$ 3,290.00		$ -		$ -	4	$ 13,160.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 13,160.00
Autosampler Teflon lined tubing	$2/foot	$ 2.00		$ -		$ -	300	$ 600.00	225	$ 450.00		$ -		$ -		$ -		$ -		$ -		$ 1,050.00
Installation Materials-RW	$200/site	$ 200.00		$ -		$ -	1	$ 200.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 200.00
Installation Materials-Outfalls	$150/site	$ 150.00		$ -		$ -	3	$ 450.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 450.00
YSI 6600 Multiparameter Data Sonde	$200/day	$ 200.00		$ -		$ -		$ -	3	$ 600.00	3	$ 600.00	2	$ 400.00		$ -		$ -		$ -		$ 1,600.00
Sampler Pole	$35/event	$ 35.00		$ -		$ -		$ -	3	$ 105.00	9	$ 315.00	2	$ 70.00		$ -		$ -		$ -		$ 490.00
Ice	$5/bag	$ 5.00		$ -		$ -		$ -	12	$ 60.00	36	$ 180.00	12	$ 60.00		$ -		$ -		$ -		$ 300.00
Analytical-RW-Wet (Compton Creek)	per sample	$ 2,586.00		$ -		$ -		$ -	5	$ 12,930.00		$ -		$ -		$ -		$ -		$ -		$ 12,930.00
Analytical-RW-Dry (Compton Creek)	per sample	$ 2,197.00		$ -		$ -		$ -		$ -		$ -	4	$ 8,788.00		$ -		$ -		$ -		$ 8,788.00
Analytical OF-Compton Creek	per sample	$ 2,399.00		$ -		$ -		$ -		$ -	6	$ 14,394.00		$ -		$ -		$ -		$ -		$ 14,394.00
Analytical OF-Dominguez (Inc. High Res PCBs and DDTs)	per sample	$ 3,469.00		$ -		$ -		$ -		$ -	5	$ 17,345.00		$ -		$ -		$ -		$ -		$ 17,345.00
Aquatic Toxicity	$1,500/sample	$ 1,500.00		$ -		$ -		$ -	3	$ 4,500.00	2	$ 3,000.00	2	$ 3,000.00		$ -		$ -		$ -		$ 10,500.00
Toxicity Identification Evaluation	$3,700/sample	$ 3,700.00							1	$ 3,700.00	1	$ 3,700.00	1	$ 3,700.00		$ -		$ -		$ -		$ 11,100.00
Analytical Contingency		$ 2,888.19								$ -	1	$ 2,888.19		$ -		$ -		$ -		$ -		$ 2,888.19
Bioassessment (BMI)	$13,000/event	$ 13,000.00		$ -		$ -		$ -		$ -		$ -	1	$ 13,000.00		$ -		$ -		$ -		$ 13,000.00
Shipping to Vista Analytical (High Res)	$225/event	$ 225.00		$ -		$ -		$ -		$ -	3	$ 675.00		$ -		$ -		$ -		$ -		$ 675.00
Fee on Subs/ODCs	5%			$ -		$ 149.50		$ 777.30		$ 1,168.75		$ 2,453.42		$ 1,462.10		$ 57.22		$ -		$ -		$ 6,068.29
ODCs Cost				**$ -**		**$ 3,139.50**		**$ 16,323.30**		**$ 24,543.75**		**$ 51,521.81**		**$ 30,704.10**		**$ 1,201.54**		**$ -**		**$ -**		**$ 127,434.00**

	Task 1. Project Management and Coordination	Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW, Update SAP/HASP	Task 3. Equipment, Installation, and Maintenance, Lab Coordination	Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)	Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)	Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)	Task 5. NSW Outfall Monitoring (Inventory and 3 rounds of field screening)	Task 6. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	Task 7. Draft and Final Monitoring Report	Total	Total
Total Cost Estimate (Labor and ODCs)	**$ 10,216.00**	**$ 21,869.50**	**$ 36,153.30**	**$ 44,133.75**	**$ 103,441.81**	**$ 39,804.10**	**$ 42,431.54**	**$ 30,130.00**	**$ 14,120.00**	**$ -**	**$ 342,300.00**

TABLE 3. ANALYTICAL COST SCHEDULE

Laboratory Analyte List Based on 2020-2021 Assessment		Compton Creek			Dominguez
Parameter group*	**Parameter**	**R1-Dry**	**R1-Wet**	**Outfalls (FS1, FS2)-Wet**	**Outfalls (FS6)-Wet**
Conventional Pollutants	Oil and grease	x	x	x	x
	Total Phenols	x	$ 25.00	x	x
	Cyanide	$ 35.00	$ 35.00	$ 35.00	x
Bacteria (2-1,600,000 MPN/100ml)	Total coliform	$ 185.00	$ 185.00	$ 185.00	$ 185.00
	Enterococcus	$ 84.00	$ 84.00	$ 84.00	$ 84.00
	Fecal coliform	Included	Included	Included	Included
	E. coli	$ 120.00	$ 120.00	$ 120.00	$ 120.00
General	Dissolved Phosphorus	$ 25.00	$ 25.00	$ 25.00	$ 25.00
	Total Phosphorus	$ 25.00	$ 25.00	$ 25.00	$ 25.00
	Total Suspended Solids	$ 20.00	$ 20.00	$ 20.00	$ 20.00
	Total Dissolved Solids	$ 20.00	$ 20.00	x	x
	Volatile Suspended Solids	$ 30.00	$ 30.00	x	x
	Total Organic Carbon	$ 40.00	$ 40.00	x	x
	Total Petroleum Hydrocarbon	x	x	x	x
	Biochemical Oxygen Demand	$ 40.00	$ 40.00	x	x
	Chemical Oxygen Demand	$ 30.00	$ 30.00	$ 30.00	$ 30.00
	Total Ammonia-Nitrogen	$ 25.00	$ 25.00	$ 25.00	$ 25.00
	Total Kieldahl Nitrogen	$ 35.00	$ 35.00	$ 35.00	$ 35.00
	Nitrate-Nitrite as Nitrogen	$ 32.00	$ 32.00	$ 32.00	$ 32.00
	Nitrate-Nitrogen	$ 16.00	$ 16.00	$ 16.00	$ 16.00
	Nitrite-Nitrogen	$ 16.00	$ 16.00	$ 16.00	$ 16.00
	Alkalinity	$ 16.00	$ 16.00	x	x
	Specific Conductance	Included	Included	Included	Included
	Total Hardness	$ 20.00	$ 20.00	$ 20.00	$ 20.00
	MBAS	$ 40.00	$ 40.00	$ 40.00	x
	Chloride	$ 16.00	$ 16.00	x	x
	Fluoride	$ 16.00	x	x	x
	Suspended Sediment Concentration	$ 45.00	$ 45.00	$ 45.00	$ 45.00
	Methyl tertiary butyl ether (MTBE)	x	x	x	x
	Perchlorate	$ 40.00	$ 40.00	$ 40.00	x
Metals	Wet Weather-CC (T+D-Ca,Mg, Al, Cd, Cr, Cu, Pb, Zn, Hg)	NA	$ 216.00	$ 216.00	NA
	Dry Weather-CC (T+D-Ca,Mg, Al, Cd, Cu, Pb, Zn, Hg)	$ 196.00	NA	NA	NA
	Wet Weather-DC (T+D - Ca,Mg, Al, Cu, Pb, Zn, Hg)	NA	NA	NA	$ 176.00
Semivolatile Organic Compounds	See 2020-2021 Analyte Table	$ 360.00	$ 360.00	$ 360.00	$ 200.00
Chlorinated Pesticides	See 2020-2021 Analyte Table	$ 130.00	$ 130.00	$ 130.00	$ 130.00
Polychlorinated Biphenyls (PCBs)	Aroclors	included	included	included	included
	Congeners (56)	$ 350.00	$ 350.00	$ 350.00	included
Organophosphate Pesticides	See 2020-2021 Analyte Table	$ 160.00	$ 160.00	$ 160.00	x
Herbicides	See 2020-2021 Analyte Table	x	x	x	x
PCB Congeners (209)	Hi-Res PCBs	NA	NA	NA	$ 1,000.00
DDxs	Hi-Res DDTs	NA	NA	NA	$ 850.00
Additional Lab Fees					
Ceden EDD-Weck		$ 30.00	$ 30.00	$ 30.00	$ 30.00
Lab Grade Blank Water		NA	NA	NA	$ 20.00
Ceden EDD-Vista		NA	NA	NA	$ 25.00
After Hours Bacteria Charges-AMS		NA	$ 360.00	$ 360.00	$ 360.00
Cost Per Sample		**$ 2,197.00**	**$ 2,586.00**	**$ 2,399.00**	**$ 3,469.00**
X = removed from analyte list based on 2020-2021 assessment, NA=Not Applicable					

September 7, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT – LOCAL HOUSING AUTHORITY DIVISION**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO RECEIVE, APPROPRIATE AND ALLOCATE FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE AMERICAN RESCUE PLAN (ARP) ACT OF 2021 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES CONTINUUM OF CARE – LOS ANGELES HOMELESS SERVICES AUTHORITY ($987,912)**

SUMMARY

The adoption of the attached Resolution will amend the 2021-2022 Fiscal Year budget of the Compton Local Housing Authority, a Division of the Community Development Department, to receive revenue and allocate funds in the amount of Nine Hundred Eighty-Seven Thousand, Nine Hundred Twelve Dollars ($987,912.00) from the U.S. Department of Housing and Urban Development ("HUD") as part of the American Rescue Plan (ARP) Act of 2021.

BACKGROUND

The Compton Local Housing Authority ("Housing Authority") is funded by HUD to implement programs that provide housing assistance to low and very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing.

On March 11, 2021, Congress enacted the American Rescue Plan (ARP) Act of 2021. The ARP provided appropriations to the U.S. Department of Housing and Urban Development ("HUD") to be allocated to Housing Authorities and Housing Agencies to administer the Emergency Housing Voucher ("EHV") program; Housing Assistance Payments ("HAP"); administrative fees and other eligible expenses to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners.

STATEMENT OF THE ISSUE

On June 10, 2021, HUD awarded the Compton Local Housing Authority with a total of 53 Emergency Housing Vouchers to the Housing Authority to administer and allocated new Emergency Housing Vouchers (EHV) funding in the amount of $987,912.00. The funds will be allocated for HAP ($696,936), Preliminary Fees ($21,200), Service Fees ($185,500) and Administrative Fees ($84,276), totaling $987,912.

In order for the Housing Authority to implement this program and utilize these funds, a budget amendment to the Housing Authority's Fiscal Year 2021-2022 budget is necessary to receive and allocate these funds from HUD through the American Rescue Plan Act of 2021 in the amount of $987,912.

The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, and (4) recently homeless.

HUD requires all Public Housing Agencies ("PHAs") to partner with Continuum of Care ("CoC") in administering the EHV program. PHAs must enter into a Memorandum of Understanding ("MOU") with their community's CoC to establish a partnership for the administration of the EHVs. All referrals for EHVs must come through the CoC's Coordinated Entry (CE) System. The CoC is responsible for determining whether the family qualifies under one of the four eligibility categories for EHVs.

The CoC is a local planning body that coordinates housing and services funding for homeless individuals and families. Los Angeles Homeless Services Authority ("LAHSA") is the Collaborative Applicant for the Los Angeles Continuum of Care. LAHSA is responsible for determining eligibility for EHVs and referring eligible families to the PHAs. LAHSA is responsible for assessing eligible households for EHV and services, if needed; referring eligible households to the PHAs for EHV; and LAHSA may also assist referred households in completing and obtaining necessary documentation for the EHV application process.

HUD requires that each Housing Authority partner with a CoC that provides services within the City's boundaries and within SPA 6 Homeless Services Area. As such, staff contacted several providers and ultimately conducted interviews with LAHSA and HOPICS.

Based on staff evaluation of the two services providers, staff is recommending LAHSA as the CoC for the EHV program. The reason being that, LAHSA is one of the largest service providers in SPA 6, with services provided to unhoused persons in Compton. Additionally, LAHSA has entered into MOU's with 13 other Housing Authorities for the implementation of their EHV programs and they have the proven administrative capacity for administration of these programs.

PHA is responsible for reviewing applications for EHV, certifying program eligibility, and conducting annual recertification for continued eligibility; determining that the unit meets Housing Quality Standards and approving units for leasing and contracts; determining amounts and paying Housing Assistance Payments landlords on behalf of the participants; explaining and providing information about program policies and procedures to current and prospective landlords and participants; and monitoring program performance and compliance of participants and owners.

FINANCIAL IMPACT

Approval of this resolution will have no impact to the City's General Fund. The additional revenues and expenditures will be allocated within the Compton Local Housing Authority's Fiscal Year 2021-2022 budget as follows:

Increase Revenue:

Account	Description	Amount
2820-000-010-3583	HUD EHV HOUSING ASSISTANCE PYMT	$695,936
2820-000-011-3583	HUD EHV PRELIMINARY FEES	$ 21,200
2820-000-013-3583	HUD EHV SERVICE FEES	$184,500
2820-000-012-3583	HUD EHV ADMINISTRATIVE FEES-HUD	$ 83,876
2820-000-014-3583	HUD EHV MISCELLANOS REVENUE	$ 200
2820-000-015-3583	HUD EHV RENTS & CONCESSIONS-Port Ins	$ 1,000
2820-000-016-3583	HUD ADMINISTRATIVE FEES-Port Ins	$ 200
2820-000-017-3583	HUD SERVICE FEES-Port Ins	$ 1,000
Total		**$987,912**

Increase Expenditures:

Account	Description	Amount
2820-780-010-4285	Housing Assistance Payment	$671,936
2820-780-010-4208	HAP Port Outs	$ 10,000
2820-780-010-4284	HAP Port Ins	$ 10,000
2820-780-010-4285	FSS Local Housing Authority	$ 2,000
2820-780-010-4284 UTL	HAP Port-Ins	$ 1,000
2820-780-010-4285 UTL	HAP Port-Outs	$ 1,000
2820-780-012-4209	Admin Fee Contri Other Agency	$ 500
2820-780-012-4210	Office Supplies	$ 7,000
2820-780-012-4215	Postage	$ 4,000
2820-780-012-4216	Printing & Duplication	$ 6,000
2820-780-012-4218	Other General Office	$ 3,000
2820-780-012-4219	Publishing & Membership Dues	$ 3,000
2820-780-012-4222	Computer Software	$ 26,076
2820-780-012-4249	Special Department Expense	$ 9,500

2820-780-012-4262	Other Professional Services	$ 21,200
2820-780-012-4273	Training	$ 5,000
2820-780-013-4266	Services Fees	$185,500
2820-780-011-4269	Preliminary Fees	$ 21,200
Total		**$987,912**

The Urban Community Development Commission is the governing body of the Compton Local Housing Authority; however, the Local Housing Authority's budget is controlled by the City Council, therefore a companion resolution will be presented to that legislative body for authorization to amend the 2021-2022 Fiscal Year budget to receive and allocate the HUD Emergency Housing Vouchers funding through the American Rescue Plan Act of 2021.

RECOMMENDATION:

Staff recommends the City Council to adopt the attached Resolution.

ALENA SALL, HOUSING SERVICES SUPERVISOR
COMPTON LOCAL HOUSING AUTHORITY
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2021-2022 BUDGET TO RECEIVE, APPROPRIATE AND ALLOCATE FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE AMERICAN RESCUE PLAN (ARP) ACT OF 2021 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LOS ANGELES CONTINUUM OF CARE – LOS ANGELES HOMELESS SERVICES AUTHORITY ($987,912)

WHEREAS, the Compton Local Housing Authority ("Housing Authority") receives funds from the U.S. Department of Housing and Urban Development ("HUD") to assist low-income families, the elderly and the disabled to afford decent, safe and sanitary housing in the private market; and

WHEREAS, on March 11, 2021, Congress enacted the American Rescue Plan (ARP) Act of 2021. The ARP provides appropriations to the U.S. Department of Housing and Urban Development ("HUD") to be allocated to Housing Authorities and Housing Agencies to administer the Emergency Housing Voucher ("EHV") program; Housing Assistance Payments ("HAP"); administrative fees and other eligible expenses to prevent, prepare, and respond to coronavirus to facilitate the leasing of the emergency vouchers, such as security deposit assistance and other costs related to retention and support of participating owners; and

WHEREAS, the EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, and (4) recently homeless; and

WHEREAS, on June 10, 2021, HUD awarded the Compton Local Housing Authority with a total of 53 Emergency Housing Vouchers to the Housing Authority to administer and allocated new Emergency Housing Vouchers (EHV) funding in the amount of $987,912.00. The funds will be allocated for HAP ($696,936), Preliminary Fees ($21,200), Service Fees ($185,500) and Administrative Fees ($84,276), totaling $987,912; and

WHEREAS, HUD requires all Public Housing Agencies ("PHAs") to partner with Continuum of Care ("CoC") in administering the EHV program. PHAs must enter into a Memorandum of Understanding ("MOU") with their community's CoC to establish a partnership for the administration of the EHVs. All referrals for EHVs must come through the CoC's Coordinated Entry (CE) System. CoC is responsible for determining whether the family qualifies under one of the four eligibility categories for EHVs; and

WHEREAS, the CoC is a local planning body that coordinates housing and services funding for homeless individuals and families. Los Angeles Homeless Services Authority ("LAHSA") is the Collaborative Applicant for the Los Angeles Continuum of Care. LAHSA is responsible for determining eligibility for EHVs and referring eligible families to the PHAs. LAHSA is responsible for assessing eligible households for EHV and services, if needed; referring eligible households to the PHAs for EHV; and LAHSA may also assist referred households in completing and obtaining necessary documentation for the EHV application process; and

WHEREAS, HUD requires that each Housing Authority partner with a CoC that provides services within the City's boundaries and within SPA 6 Homeless Services Area. As such, staff contacted several providers and ultimately conducted interviews with LAHSA and HOPICS.

Based on staff evaluation of the two services providers, staff is recommending LAHSA as the CoC for the EHV program. The reason being that, LAHSA is one of the largest service providers in SPA 6, with services provided to unhoused persons in Compton. Additionally, LAHSA has entered into MOU's with 13 other Housing Authorities

for the implementation of their EHV programs and they have the proven administrative capacity for administration of these programs; and

WHEREAS, PHA is responsible for reviewing applications for EHV, certifying program eligibility, and conducting annual recertification for continued eligibility; determining that the unit meets Housing Quality Standards and approving units for leasing and contracts; determining amounts and paying Housing Assistance Payments landlords on behalf of the participants; explaining and providing information about program policies and procedures to current and prospective landlords and participants; and monitoring program performance and compliance of participants and owners; and

WHEREAS, a budget amendment to the Housing Authority's Fiscal Year 2021-2022 budget is necessary to receive and allocate these Emergency Housing Vouchers funds from the American Rescue Plan Act of 2021 in the amount of $987,912.

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

SECTION 1. That the City Manager is hereby authorized to accept and appropriate Nine Hundred Eighty-Seven Thousand, Nine Hundred Twelve Dollars ($987,912.00) in U.S. Department of Housing and Urban Development Department American Rescue Plan (ARP) Act of 2021 (Emergency Housing Vouchers) funds.

SECTION 2. That the 2021-2022 Fiscal Year budget of the Compton Local Housing Authority shall be amended to increase the revenue and expenditures as follows:

Increase Revenue:

Account	Description	Amount
2820-000-010-3583	HUD EHV HOUSING ASSISTANCE PYMT	$695,936
2820-000-011-3583	HUD EHV PRELIMINARY FEES	$ 21,200
2820-000-013-3583	HUD EHV SERVICE FEES	$184,500
2820-000-012-3583	HUD EHV ADMINISTRATIVE FEES-HUD	$ 83,876
2820-000-014-3583	HUD EHV MISCELLANOS REVENUE	$ 200
2820-000-015-3583	HUD EHV RENTS & CONCESSIONS-Port Ins	$ 1,000
2820-000-016-3583	HUD ADMINISTRATIVE FEES-Port Ins	$ 200
2820-000-017-3583	HUD SERVICE FEES-Port Ins	$ 1,000
Total		**$987,912**

Increase Expenditures:

Account	Description	Amount
2820-780-010-4285	Housing Assistance Payment	$671,936
2820-780-010-4208	HAP Port Outs	$ 10,000
2820-780-010-4284	HAP Port Ins	$ 10,000
2820-780-010-4285	FSS Local Housing Authority	$ 2,000
2820-780-010-4284 UTL	HAP Port-Ins	$ 1,000
2820-780-010-4285 UTL	HAP Port-Outs	$ 1,000
2820-780-012-4209	Admin Fee Contri Other Agency	$ 500
2820-780-012-4210	Office Supplies	$ 7,000
2820-780-012-4215	Postage	$ 4,000
2820-780-012-4216	Printing & Duplication	$ 6,000
2820-780-012-4218	Other General Office	$ 3,000
2820-780-012-4219	Publishing & Membership Dues	$ 3,000
2820-780-012-4222	Computer Software	$ 26,076
2820-780-012-4249	Special Department Expense	$ 9,500
2820-780-012-4262	Other Professional Services	$ 21,200
2820-780-012-4273	Training	$ 5,000

2820-780-013-4266	Services Fees	$185,500
2820-780-011-4269	Preliminary Fees	$ 21,200
Total		**$987,912**

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Community Development Department (Compton Local Housing Authority).

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

ADOPTED this _____ day of _____, 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, Clerk of the City Council of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Mayor, 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: **COUNCIL MEMBERS-**

_____
CITY CLERK OF THE CITY OF COMPTON

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-5000

OFFICE OF PUBLIC AND INDIAN HOUSING

June 10, 2021

Michael Antwine
Executive Director
CITY OF COMPTON HOUSING AUTHORITY
600 N. ALAMEDA STREET #163
COMPTON, CA 90221

Dear Executive Director:

This is your public housing agency's (PHA) Emergency Housing Vouchers (EHV) Award notification, which is authorized by the American Rescue Plan (ARP) Act of 2021 (Public Law No: 117-2).

The ARP authorized the Department of Housing and Urban Development (HUD) to allocate additional vouchers to PHAs through an allocation formula designed to direct emergency housing vouchers to the PHAs operating in areas where the EHV's eligible populations have the greatest need while also considering PHA capacity and the requirement to ensure geographic diversity, including rural areas. The EHVs are provided to help assist individuals and families who are (1) homeless, (2) at risk of homelessness, (3) fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, or (4) recently homeless.

The following table provides the details for your agency's EHV award:

Emergency Housing Vouchers Awarded: 53			
Housing Assistance Payments	Preliminary Fees	Service Fees	Administrative Fees
$696,936	$21,200	$185,500	$84,276
Effective: July 1, 2021	Effective: June 1, 2021	Effective: June 1, 2021	Effective: July 1, 2021

Please notice the effective date of your EHV awards based on the category of funding. HUD will obligate 12 months of Housing Assistance Payments (HAP) and Administrative (Admin) Fee funding to all eligible PHAs. HAP and Admin Fees are effective on July 1st, and 1/12 of the total HAP and Admin Fees will be disbursed automatically for July, August, and September 2021. After that, monthly HAP disbursements will be based on actual EHV HAP expenses and units leased reported in VMS. HUD will automatically adjust the HAP funding based on actual costs associated with the EHV Awards. If your PHA needs HAP funds beyond the automatic adjustments, please contact your Financial Analyst at the Financial Management Center.

Further, the Department will obligate and disburse 100% of the Preliminary Fees in a lump sum effective June 1, 2021. Services Fees will be obligated for 100% of the units awarded, but HUD will only disburse 50% of these funds in a lump sum payment, also effective June 1, 2021. Two additional Service Fee disbursements for 25% of the total obligation will occur when the PHAs had spent 50% and 100% of the initial lump sum disbursement. If you require the Service Fee disbursement in advance of the schedule outlined here, please send a request with justification to your Financial Analyst at the Financial Management Center (FMC).

The Financial Management Center (FMC) will provide your agency with an amended Consolidated Annual Contributions Contract (CACC) that reflects the EHVs new incremental vouchers and funding. Your agency must follow applicable Housing Choice Voucher (HCV) program requirements, when administering EHVs, including the regulations at 24 CFR part 982, and the EHV operating requirements set forth in PIH Notice 2021-15.

Finally, PIC and VMS reporting requirements will be provided under separate notification.

Should you have questions about this award, please do not hesitate to contact your FMC Financial Analyst or email EHV@hud.gov.

Sincerely,

Danielle L. Bastarache

Digitally signed by Danielle L. Bastarache
DN: CN = Danielle L. Bastarache.
C = US.
Reason: I am approving this document

Danielle L. Bastarache
Deputy Assistant Secretary for
Public Housing and Voucher Programs

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Financial Management Center
2380 McGee Street, Suite 400
Kansas City, MO 64108-2605

OFFICE OF PUBLIC AND INDIAN HOUSING

June 11, 2021

CA071
CITY OF COMPTON
600 N. ALAMEDA STREET #163
COMPTON, CA 90221-0221

Dear Executive Director:

SUBJECT: Section 8 Housing Choice Voucher Program - Award of Additional Funding

This letter is to notify you that HUD will be providing your agency additional Housing Voucher program funds. The amount of funds being obligated and the purpose of such funds are reflected in the table below.

Program Funding	Budget Authority Assigned	Purpose of Funding
EF	$84,276	EHV Admin Fees
EH	$696,936	EHV HAP
EP	$21,200	EHV Preliminary Fees
ES	$185,500	EHV Service Fees

Your executed copy of the notice to amend the Consolidated Annual Contributions Contract (CACC) with revised funding exhibits reflecting the changes described above will be transmitted under separate cover. That letter will contain all information related to this funding including increment number, effective/expiration dates and units, if applicable.

If you have any questions, please contact your Financial Analyst.

Sincerely,

Jennifer D. Marshall

Digitally signed by Jennifer D. Marshall
DN: CN = Jennifer D. Marshall, C = US
O = Financial Management Center.
OU = Division Director.
Reason: I am approving this document

Division Director

Memo Reference: 21-120

MEMORANDUM OF UNDERSTANDING –
EMERGENCY HOUSING VOUCHER PROGRAM

BETWEEN

CITY OF COMPTON HOUSING AUTHORITY
700 NORTH BULLIS ROAD
COMPTON, CA 90221

AND

LOS ANGELES CONTINUUM OF CARE
LOS ANGELES HOMELESS SERVICES AUTHORITY
707 WILSHIRE BOULEVARD, 10TH FLOOR, LOS ANGELES, CA 90017

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Compton Housing Authority ("CHA") and the Los Angeles Homeless Services Authority ("LAHSA") as the Collaborative Applicant for the Los Angeles Continuum of Care ("CoC") and will commence on the date of the execution of the last signatory.

I. Introduction and Goals:

a. On behalf and as the lead agency of the CoC, LAHSA, and CHA commit to administering the Emergency Housing Vouchers ("EHV") Program ("Program").
b. The Program is authorized by the American Rescue Plan ("ARP") Act of 2021 (Public Law No. 117-2), in accordance with applicable Housing Choice Voucher ("HCV") program requirements, including the regulations of 24 CFR Part 982 and the EHV operating requirements as set forth in the May 5, 2021, PIH 2021-15 Notice found at https://www.hud.gov/sites/dfiles/PIH/documents/PIH2021-15.pdf, incorporated herein by reference.
c. CHA and LAHSA have shared goals and standards for success of the Program. The Program will be deemed successful if 13 EHV planned monthly referrals are processed beginning from July 1, 2021 through March 3, 2022.
d. The names and staff positions at CHA and LAHSA who will serve as the lead Program liaisons are as follows:

Name and title of CHA staff positions:

Alena Sall, Housing Services Supervisor (Program Lead)
Ronerick Simpson, City Manager (Executive Director)
Michael L. Antwine II, Assistant City Manager

Name and title of LAHSA (CoC) staff position:

Amy Perkins, Special Projects Advisor

II. Populations eligible for EHV assistance to be referred by CoC:

The following lists the eligible populations for the EHV program:

Eligible Households
Individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking or another eligible category as applicable.
Recently Homeless and for whom providing rental assistance will prevent the individual's or family's homelessness or having high risk of housing instability, including households requesting a VAWA Emergency Transfer.
Homeless
At risk of homelessness

Prioritization will be determined by the Coordinated Entry System.

III. Services Provided to Eligible EHV Households:

a. Security Deposits: Security deposit fees will be provided by LAHSA to the extent possible.
b. CHA, LAHSA, and/or a partnering service provider will further assist individuals and families in the Program by providing the following services:
    i. LAHSA will assist individuals and families with the completion of rental applications and forms, obtain necessary supporting documentation for referrals and applications for assistance, and assist with addressing or mitigating barriers to leasing.
    ii. Housing search assistance for eligible individuals and families.
    iii. Partnering service providers will support CHA to ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with CHA.
    iv. CHA will establish timeframes for applicants to complete intake appointments for EHV assistance.
    v. CHA and partnering service providers will provide counseling on compliance with lease requirements.
    vi. Partnering service providers will assess and refer individuals and families to benefits and supportive services, where applicable.

IV. CHA Roles and Responsibilities:

a. CHA will coordinate and consult with LAHSA in developing the Program services and assistance to be offered under the EHV services fee.
b. CHA will accept direct referrals for eligible individuals, families, and survivors of domestic violence, dating violence, sexual assault, stalking, and human trafficking through the CoC Coordinated Entry System ("CES") implemented by LAHSA.
c. CHA will notify LAHSA if a referral has been rejected.

d. CHA will assign staff to ensure that the application, certification, voucher issuance, unit inspection, and lease up processes are completed in accordance with the Program operating requirements.
e. CHA must receive documentation provided by LAHSA, which verifies that the individual or family meets one of the four eligible categories for EHV assistance.
f. CHA, with the support of partnering service providers, will ensure appointment notifications to eligible individuals and families, and assist eligible households in attending appointments with CHA.
g. CHA will establish timeframes for applicants to complete intake appointments for EHV assistance.
h. CHA, along with partnering service providers, will provide counseling on compliance with lease requirements.
i. CHA will process 13 EHV planned monthly referrals from July 1, 2021 through March 3, 2022.
j. CHA will comply with the provisions of this MOU.

V. LAHSA Roles and Responsibilities:

a. LAHSA will coordinate and consult with CHA in developing the Program services and assistance to be offered under the EHV services fee.
b. LAHSA will refer eligible individuals, families, and survivors of domestic violence, dating violence, sexual assault, stalking, and human trafficking, to CHA via the CES.
c. LAHSA must provide documentation to CHA, which verifies that the individual or family meets one of the four eligible categories for EHV assistance.
d. LAHSA will support eligible applicants in completing applications and obtaining the necessary supporting documentation (self-certifications, birth certificate, social security card, etc.) to be submitted to CHA.
e. Information regarding survivors of domestic violence, sexual assault and human trafficking will be maintained and/or shared in compliance with federal, state, and local law to ensure confidentiality.
f. LAHSA will attend EHV applicant briefings when needed.
g. LAHSA will assess all applicants, who are referred for EHV assistance, for mainstream benefits and supportive services available to support eligible applicants through their transition.
h. LAHSA will identify and provide supportive services to EHV participants, as needed. However, participants are not required to participate in supportive services.
i. LAHSA will send to CHA 13 EHV planned monthly referrals beginning from July 1, 2021 through March 3, 2022.
j. LAHSA will comply with the provisions of this MOU.

VI. Program Evaluation:

a. CHA and LAHSA agree to cooperate with the U.S. Department of Housing and Urban Development ("HUD"), to provide any and all requested data to HUD or a HUD-approved contractor who has been delegated the responsibility of program evaluation, and follow all evaluation protocols established by HUD or the HUD-approved contractor, including possible random assignment procedures. All named agencies will

communicate on an on-going and as needed basis to ensure that HUD receives any requested information.

VII. General MOU Provisions:

a. *Counterparts and Electronic Signatures*. This MOU may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The email or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and electronic copies hereof shall be deemed to constitute duplicate originals.

b. *Hold harmless / Indemnity*. Government Code Section 895.2 imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code Section 895. Pursuant to Government Code Section 895.4 and 895.6, LAHSA and CHA shall each assume the full liability imposed upon them, or any of their respective officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring during the performance of this Agreement and any sub-agreements entered into pursuant thereto. LAHSA and CHA indemnify and hold harmless one another for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code Section 895.2. The parties' covenants and obligations contained herein shall survive the expiration or termination of this Agreement.

c. *Insurance*. The Parties represent that they maintain sufficient insurance coverages through self-insurance and third-party coverage to meet their respective indemnity and hold harmless obligations as set forth under this agreement.

d. *Confidentiality and Data Security*. The Parties acknowledge that all Personally Identifiable Information will be held confidential in accordance with the Federal Privacy Act of 1974, and all applicable Federal and state laws.

e. *Modification and Termination*. This MOU may be modified by the mutual consent of the Parties by the issuance of a written amendment, signed and dated by the Parties. The MOU may be terminated for any reason by either party upon sixty (60) days written notice. Notwithstanding early termination, the term of this MOU shall end on September 30, 2023, unless extended by mutual agreement of the Parties.

SIGNATURES

IN WITNESS WHEREOF, the CHA and LAHSA have caused this MOU to be executed by their duly authorized representatives.

FOR: **CITY OF COMPTON HOUSING AUTHORITY**

By: _____
Print Name: **Ronerick Simpson**
Title: **City Manager/Executive Director**

Executed on this: _____

FOR: LOS ANGELES HOMELESS SERVICES AUTHORITY

By: Heidi Marston
Heidi Marston (Jul 21, 2021 16:08 PDT)
Print Name: **Heidi Marston**
Title: **Executive Director**

Executed on this: 07/21/2021

Compton MOU

Final Audit Report 2021-07-21

Created:	2021-07-21
By:	Samantha Vethavanam (svethavanam@lahsa.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA796KZidCixY4g8KvuK3tsPBmcCVbvhD1

"Compton MOU" History

Document created by Samantha Vethavanam (svethavanam@lahsa.org)
2021-07-21 - 10:47:06 PM GMT- IP address: 75.82.161.236

Document emailed to Heidi Marston (hmarston@lahsa.org) for signature
2021-07-21 - 10:48:01 PM GMT

Email viewed by Heidi Marston (hmarston@lahsa.org)
2021-07-21 - 11:08:14 PM GMT- IP address: 162.203.154.191

Document e-signed by Heidi Marston (hmarston@lahsa.org)
Signature Date: 2021-07-21 - 11:08:24 PM GMT - Time Source: server- IP address: 162.203.154.191

Agreement completed.
2021-07-21 - 11:08:24 PM GMT

September 7, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS - ENGIENEERING DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE ROSECRANS AVENUE/ATLANTIC AVENUE & ARTESIA BOULEVARD/SANTA FE AVENUE INTERSECTION IMPROVEMENTS

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Memorandum of Understanding between the City of Compton and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Atlantic Avenue & Artesia Boulevard/Santa Fe Avenue Intersection Improvements.

BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (LACMTA) adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the “Ordinance”), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as “Measure R” and became effective on January 2, 2009.

Measure R set aside traffic improvement project funding of $590 million for I-710 South and/or Early Action Projects of which $160 million was allocated to non-freeway improvements.

The City is proposing improvements at the intersection of Rosecrans Avenue/Atlantic Avenue and Artesia Boulevard/Santa Fe Avenue in the City (hereinafter referred to as the “Project”), which currently experience significant delays. The project aims to reduce delay and improve the traffic operation by implementing geometric improvements while minimizing impacts to the surrounding area as follows:

- Increase capacity by adding a lane
- Traffic signal upgrade
- Signal timing upgrade

- Safety Improvement to reduce delay
- Improve vehicular-pedestrian-cycling safety
- Improve operations

The City requested LACMTA to lead the Project Approval & Environmental Document (PA&ED) and Plans, Specifications, & Estimates (PS&E) phases of the project. LACMTA will enter into an Architectural and Engineering (A&E) service contract to complete PA&ED and PS&E at the request of, and on behalf of the City.

The LACMTA Board, at its July 22, 2021 meeting, programmed $329,500 in Measure R Funds to the City for the project. The LACMTA and the City have agreed to use Measure R Funds allocated to the Gateway Cities Sub region to fully fund the contract and the City will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phase.

STATEMENT OF ISSUE

The LACMTA and the City desire to set forth the terms of their ongoing collaboration with respect to this effort in the MOU. The term of this MOU shall commence upon execution of this MOU by the parties and shall continue through the date when all work under the contract is complete or July 31, 2023, whichever comes first. The term of the MOU may be extended by mutual agreement of the parties through written consent.

LACMTA and the City hereby agree to use Measure R Funds allocated to the Gateway Cities Subregion to fully fund the contract and the City will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phases.

Therefore, in order to authorize the City Manager to enter into a Memorandum of Understanding between the City of Compton and Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Atlantic Avenue & Artesia Boulevard/Santa Fe Avenue Intersection Improvements, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City desires to reduce delays and improve the traffic operation by implementing geometric improvements while minimizing impacts to the surrounding area.

FISCAL IMPACT

There will be no payments or reimbursements by either party for the services provided by staff or either party in this MOU.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution authorizing the City Manager to enter into a Memorandum of Understanding between the City of Compton and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Atlantic Avenue & Artesia Boulevard/Santa Fe Avenue Intersection Improvements.

JOHN STRICKLAND
PROJECT MANAGER

Approved for Forwarding:

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COMPTON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR THE ROSECRANS AVENUE/ATLANTIC AVENUE & ARTESIA BOULEVARD/SANTA FE AVENUE INTERSECTION IMPROVEMENTS

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a Memorandum of Understanding between the City of Compton and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Atlantic Avenue & Artesia Boulevard/Santa Fe Avenue Intersection Improvements; and

WHEREAS, the Los Angeles County Metropolitan Transportation Authority (LACMTA) adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009; and

WHEREAS, Measure R set aside traffic improvement project funding of $590 million for I-710 South and/or Early Action Projects of which $160 million was allocated to non-freeway improvements; and

WHEREAS, the City is proposing improvements at the intersection of Rosecrans Avenue/Atlantic Avenue and Artesia Boulevard/Santa Fe Avenue in the City (hereinafter referred to as the "Project"), which currently experience significant delays; and

WHEREAS, the project aims to reduce delay and improve the traffic operation by implementing geometric improvements while minimizing impacts to the surrounding area as follows:

- Increase capacity by adding a lane
- Traffic signal upgrade
- Signal timing upgrade; and
- Safety Improvement to reduce delay
- Improve vehicular-pedestrian-cycling safety
- Improve operations

WHEREAS, the City requested LACMTA to lead the Project Approval & Environmental Document (PA&ED) and Plans, Specifications, & Estimates (PS&E) phases of the project and the LACMTA will enter into an Architectural and Engineering (A&E) service contract to complete PA&ED and PS&E at the request of, and on behalf of the City; and

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, programmed $329,500 in Measure R Funds to the City for the project and the LACMTA and the City have agreed to use Measure R Funds allocated to the Gateway Cities Subregion to fully fund the contract and the City will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phases; and

WHEREAS, the LACMTA and the City desire to set forth the terms of their ongoing collaboration with respect to this effort in the MOU; and

WHEREAS, the term of this MOU shall commence upon execution of this MOU by the parties and shall continue through the date when all work under the contract is complete or July 31, 2023, whichever comes first and the term of the MOU may be extended by mutual agreement of the parties through written consent; and

WHEREAS, in order to authorize the City Manager to enter into a Memorandum of Understanding between the City of Compton and Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Atlantic Avenue & Artesia Boulevard/Santa Fe Avenue Intersection Improvements, City Council's authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a Memorandum of Understanding between the City of Compton and the Los Angeles County Metropolitan Transportation Authority (LACMTA) for the Rosecrans Avenue/Atlantic Avenue & Artesia Boulevard/Santa Fe Avenue Intersection Improvements.

SECTION 2. That the LACMTA and the City desire to set forth the terms of their ongoing collaboration with respect to this effort in the MOU.

SECTION 3. That the terms of this MOU shall commence upon execution of this MOU by the parties and shall continue through the date when all work under the contract is complete or July 31, 2023, whichever comes first.

SECTION 4. That the term of the MOU may be extended by mutual agreement of the parties through written consent.

SECTION 5. That the LACMTA and the City hereby agree to use Measure R Funds allocated to the Gateway Cities Subregion to fully fund the contract and the City will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phases.

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

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

ADOPTED this _____ day of _____, 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 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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

MEMORANDUM OF UNDERSTANDING

ROSECRANS AVENUE/ATLANTIC AVENUE & ARTESIA BOULEVARD/SANTA FE AVENUE INTERSECTION IMPROVEMENTS MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF COMPTON AND LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA)

The following Memorandum of Understanding (hereinafter, "MOU") is effective this _____ day of _____, 2021, entered by and between the Los Angeles County Metropolitan Transportation Authority (hereinafter, "LACMTA") and the City of Compton (hereinafter, "CITY").

RECITALS:

WHEREAS, LACMTA adopted Ordinance #08-01, the Traffic Relief and Rail Expansion Ordinance, on July 24, 2008 (the "Ordinance"), which Ordinance was approved by the voters of Los Angeles County on November 4, 2008 as "Measure R" and became effective on January 2, 2009; and

WHEREAS, Measure R set aside traffic improvement project funding of $590 million for I-710 South and/or Early Action Projects of which $160 million was allocated to non-freeway improvements; and

WHEREAS, the CITY is proposing improvements at the intersections of Rosecrans Avenue/Atlantic Avenue and Artesia Boulevard/Santa Fe Avenue in the CITY (hereinafter referred to as the "PROJECT"), which currently experience significant delay; and

WHEREAS, the PROJECT aims to reduce delay and improve the traffic operation by implementing geometric improvements while minimizing impacts to the surrounding area; and

WHEREAS, the LACMTA Board, at its July 22, 2021 meeting, programmed $329,500 in Measure R Funds to CITY for the PROJECT; and

WHEREAS, the CITY requested LACMTA to lead the Project Approval & Environmental Document (PA&ED) and Plans, Specifications, & Estimates (PS&E) phases of the PROJECT; and

WHEREAS, LACMTA will enter into an Architectural and Engineering (A&E) service contract (hereinafter referred to as "CONTRACT") to complete PA&ED and PS&E at the request of, and on behalf of, the CITY; and

WHEREAS, the LACMTA and the CITY have agreed to use Measure R Funds allocated to the Gateway Cities Subregion to fully fund the CONTRACT and the CITY will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phase; and

WHEREAS, the LACMTA and the CITY desire to set forth the terms of their ongoing collaboration with respect to this effort in this MOU.

NOW, THEREFORE, LACMTA and the CITY (hereinafter referred to as "PARTIES") agree to the following:

I. GENERAL CONDITIONS:

A. The term of this MOU shall commence upon execution of this MOU by the PARTIES and shall continue through the date when all work under the CONTRACT is complete or July 31, 2023, whichever comes first. The term of this MOU may be extended by mutual agreement of the PARTIES through written consent.

B. LACMTA and the CITY hereby agree to use Measure R Funds allocated to the Gateway Cities Subregion to fully fund the CONTRACT and the CITY will support allocation of additional Measure R funds, if necessary, to fully fund the PA&ED and PS&E phases.

C. There will be no payments or reimbursements by either PARTY for the services provided by staff of either PARTY in this MOU.

II. RESPONSIBILTIES OF EACH OF THE PARTIES:

A. LACMTA

1. Serve as the implementing agency for the PA&ED and PS&E phases of the PROJECT, responsible for managing the scope, cost, schedule, and quality of the work activities and products of the PROJECT as stated herein.
2. Serve as the contracting entity with the Consultant.
3. Review and approve final deliverables submitted by the Consultant.
4. Lead monthly Project Development Team (PDT) and focus meetings.
5. Facilitate ongoing coordination with all parties involved in or impacted by the PROJECT.

B. CITY

1. Provide all local information pertinent to the PROJECT in a timely manner to allow for efficient PROJECT delivery.
2. Review and provide comments on draft deliverables.
3. Participate in bi-weekly check-in calls and/or meetings with Consultant and LACMTA staff.
4. Participate in monthly PDT and focus meetings.
5. Participate in briefings with elected Officials, Agencies, and Stakeholders (i.e., City Council, Chamber of Commerce, Gateway Cities Council of Governments, etc.).
6. Review and concur with final deliverables submitted by the Consultant. CITY hereby agrees that LACMTA shall have ultimate authority to make decisions regarding deliverables under the CONTRACT.
7. CITY's use of the remaining Measure R Funds following LACMTA's completion of PA&ED and PS&E is contingent upon CITY's use of the final designs approved by LACMTA for the PROJECT.

III. PROJECT COMPLETION

A. Notwithstanding section VII. below, upon completion of the PA&ED and PS&E phases of the PROJECT, CITY shall be solely responsible for implementation of any future project phases, including Construction, Operations, and Maintenance. LACMTA shall have no obligation to fund or implement future project phases including, but not limited to, construction, operations, maintenance, and use of the facilities. Upon completion of the PROJECT, CITY hereby agrees to indemnify and hold LACMTA harmless in perpetuity for any and all third party claims for damages, including any claims arising during future project phases. Such claims include, but are not limited to, personal injury or property damage claims arising out of the acts or omissions of the CITY, its consultants, contractors, subcontractors, or anyone acting on CITY's behalf.

IV. PROJECT MANAGEMENT:

A. For purposes of this MOU, LACMTA designates the following staff as its Project Manager:

Julio Perucho
Principal Transportation Planner
Program Management
Highway Program
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, Mail Stop 99-18-2
Los Angeles, CA 90012
213.922.4387
peruchoj@metro.net

LACMTA reserves the right to change this designation for cause upon written notice to the CITY.

B. For purposes of this MOU, the main contact at the CITY will be:

Michael L. Antwine II
Assistant City Manager
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220
310.605.5577
mantwine@comptoncity.org

The CITY reserves the right to change this designation for cause upon written notice to LACMTA.

V. DEFAULT:

A. Default under this MOU is defined as any one or more of the following:

(i) Either PARTY fails to comply with the terms and conditions contained in this MOU; (ii) Either PARTY fails to perform satisfactorily or to make sufficient progress toward completion, or make a material change to the communication related to the MOU, without the complainant PARTY's prior written consent or approval.

VI. REMEDIES:

A. In the event of a default by either PARTY, the complainant PARTY shall provide written notice of such default and the defaulting PARTY shall provide a corrective action plan to the complainant PARTY with a 30-day period to cure the default. In the event that the defaulting PARTY fails to cure the default or commit to cure the default and commence the corrective action plan within such 30-day period and to the satisfaction of the other PARTY, the complainant PARTY may terminate this MOU.

B. Effective upon receipt of written notice of termination from the complainant PARTY, the defaulting PARTY shall not undertake any new work or obligation with respect to this Agreement unless so approved by the complainant PARTY in writing.

Subject to the agreement to provide prior written notice with a 30-day period to cure the default, the remedies described herein are non-exclusive. Either PARTY shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law.

VII. INSURANCE AND INDEMNITY:

A. Neither LACMTA nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by CITY or its respective officers or employees under or in connection with the MOU. CITY and its respective officers or employees shall fully indemnify, defend and hold LACMTA, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or CITY), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by CITY, or its respective officers or employees' obligations under this MOU; or (ii) the acts or omissions, by CITY or those of their respective officers, agents, employees, contractors or sub-contractors in the performance MOU or the provision of the services, unless caused solely by the negligence or willful misconduct of LACMTA.

B. Neither CITY nor its respective officers or employees thereof shall be responsible for any damage or liability occurring by reason of anything done or committed to be done by LACMTA or its respective officers or employees under or in

connection with the MOU. LACMTA and its respective officers or employees shall fully indemnify, defend and hold the CITY, its subsidiaries and its respective officers, agents and employees harmless, individually and collectively, to the maximum extent allowed by law, from and against any liability, claims, losses, actions, and expenses, including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of use of property (including property of either LACMTA or CITY), any environmental obligation, any legal fees and any claims for damages of any nature whatsoever arising out of or resulting from; (i) breach by LACMTA, or its respective officers or employees' obligations under this MOU; or (ii) the acts or omissions, by LACMTA or those of their respective officers, agents, employees, contractors or sub-contractors in the performance MOU or the provision of the services, unless caused solely by the negligence or willful misconduct of CITY.

VIII. OTHER TERMS AND CONDITIONS:

A. Neither PARTY shall represent to cities, communities, or other organizations or interests that communication related to this MOU is being conducted on behalf of the other PARTY, or that either PARTY is representing the other PARTY in any manner.

B. This MOU, along with the applicable requirements of either PARTY, constitutes the entire understanding between the PARTIES with respect to the subject matter herein. The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the PARTIES who agreed to the original MOU or the same level of authority.

C. In the event that there is any legal court (e.g., Superior Court of the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California) proceeding between the PARTIES to enforce or interpret this Agreement or the applicable requirements of either PARTY to protect or establish any rights or remedies hereunder, the prevailing PARTY shall be entitled to its costs and expenses, including reasonable attorneys' fees.

D. Neither PARTY hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes including acts of God, floods, earthquake, fires, acts of a public enemy, and government acts beyond the control and without fault or negligence of the affected PARTY. Each PARTY hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this MOU.

E. Neither PARTY shall assign this MOU, or any part thereof, without the prior written consent and prior approval of the other PARTY. Any assignment without consent shall be void and unenforceable.

F. This Agreement shall be governed by California law and applicable federal law.

G. If any provision of this MOU is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

H. The terms of this MOU shall inure to the benefit of, and shall be binding upon, each of the PARTIES and their respective successors and assigns.

This MOU constitutes the entire agreement between the PARTIES with respect to the subject matter of this MOU and supersedes all prior and contemporaneous agreements and understandings.

LACMTA:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: _____ Date: _____

Stephanie N. Wiggins
Chief Executive Officer

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: _____ Date: 8/2/2021

Deputy

CITY:

CITY OF COMPTON

By: _____ Date: _____

City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

Damon Brown
City Attorney

I-710 EARLY ACTION PROJECT

CITY OF COMPTON

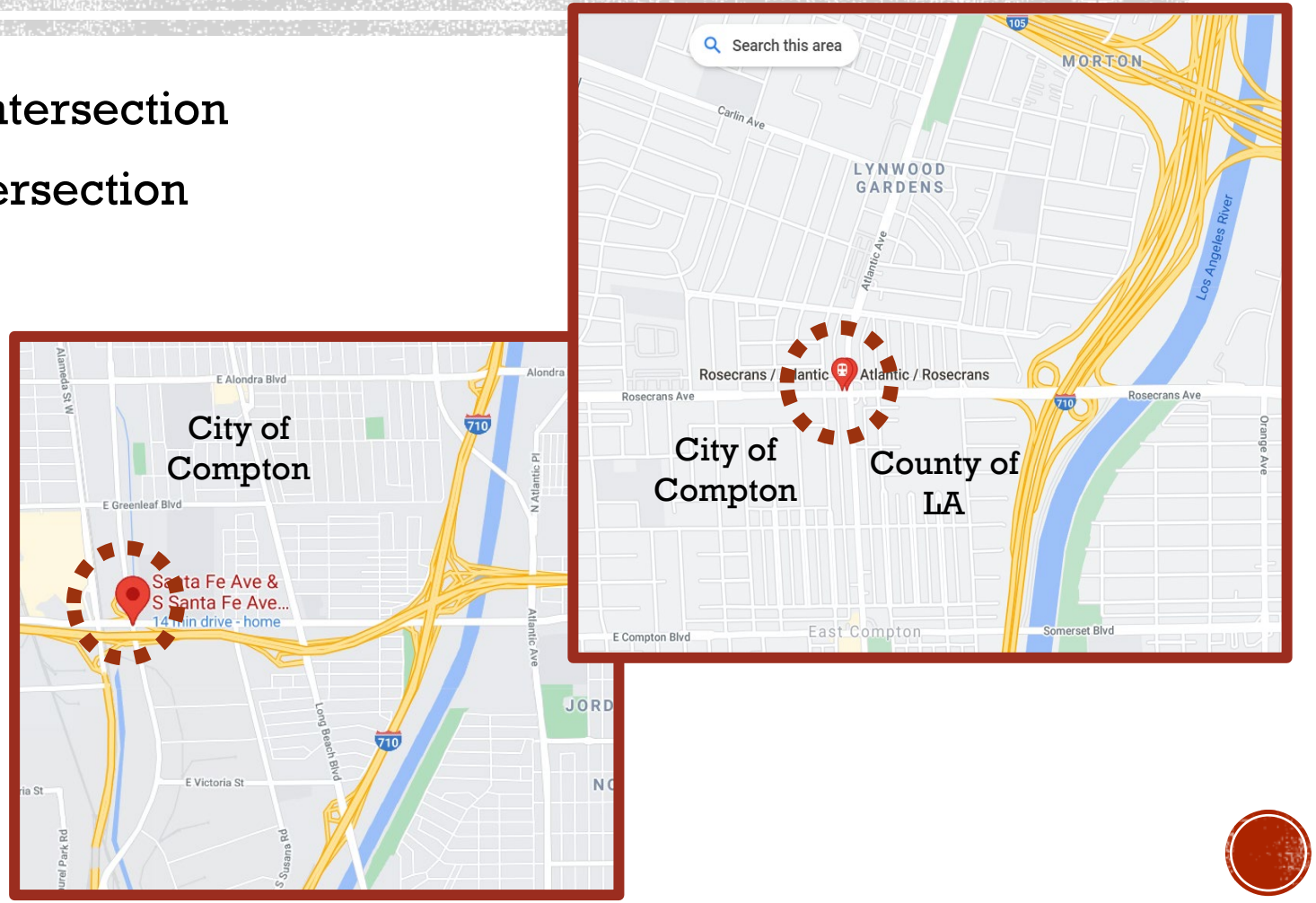
ROSECRANS AVENUE/ATLANTIC AVENUE AND ARTESIA BLVD/SANTA FE AVENUE

I-710 TAC Meeting - MAY 2021

PROJECT - LOCATION AND NEED

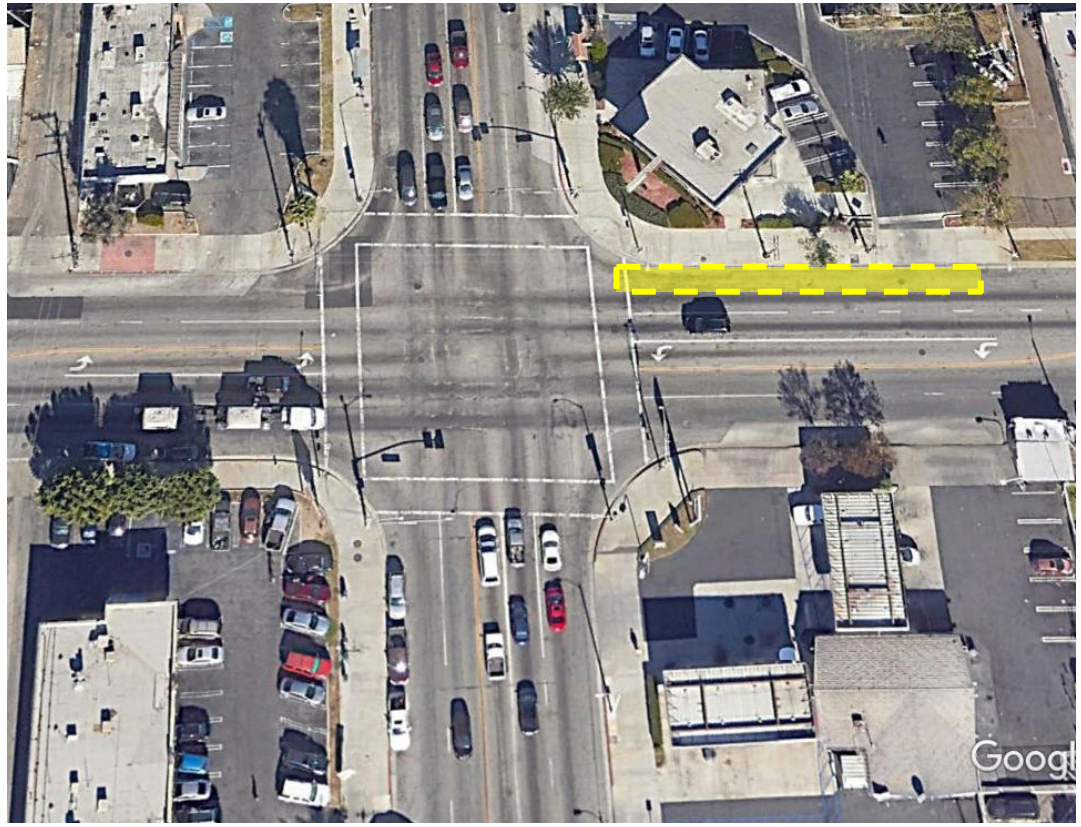
1. Rosecrans Ave/Atlantic Ave Intersection
2. Artesia Blvd/Santa Fe Ave Intersection

- Regionally Significant Locations
- Key intersections to I-710
- Operationally Impacted
- Congested Hot Spots
- Existing Traffic Deficiency
  - AM LOS F
  - PM LOS F

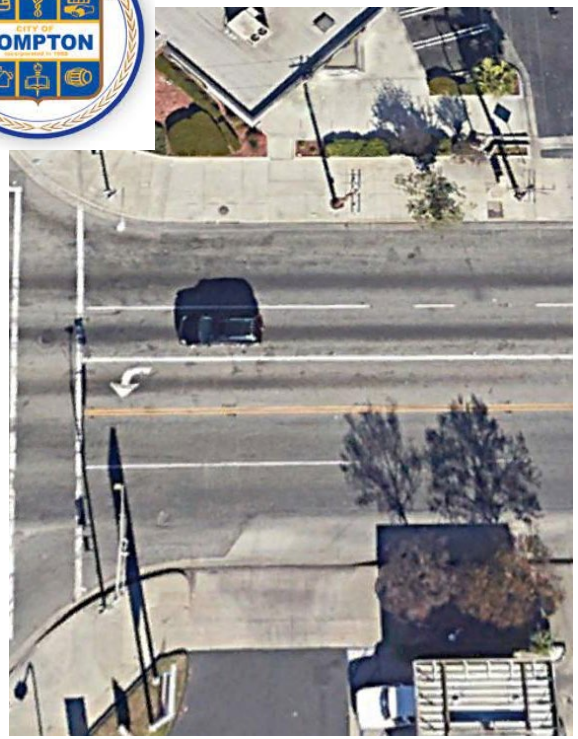


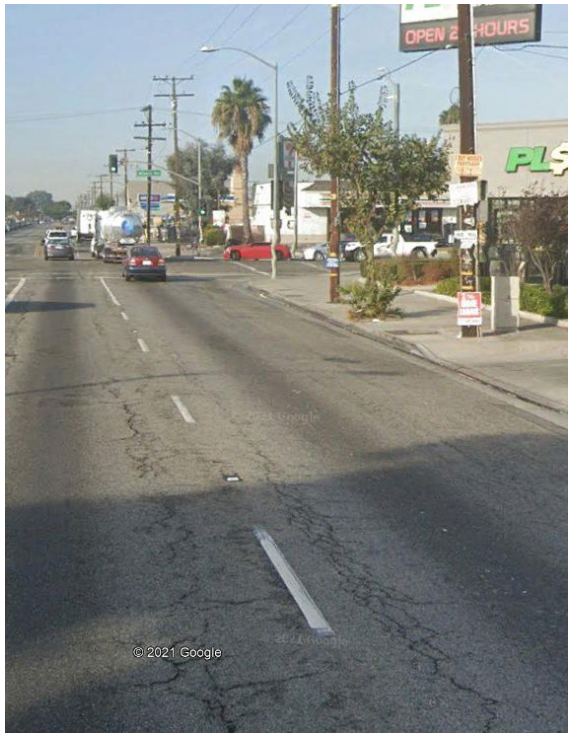
PROJECT DESCRIPTION

ROSECRANS AVE/ATLANTIC AVE



- Increase Capacity by adding a lane
  - Add westbound right-turn lane
- Traffic Signal Upgrade
- Signal Timing Upgrade
- Safety Improvement to reduce Delay
- Improve vehicular-pedestrian-cycling safety
- Improve operations (Existing LOS F)



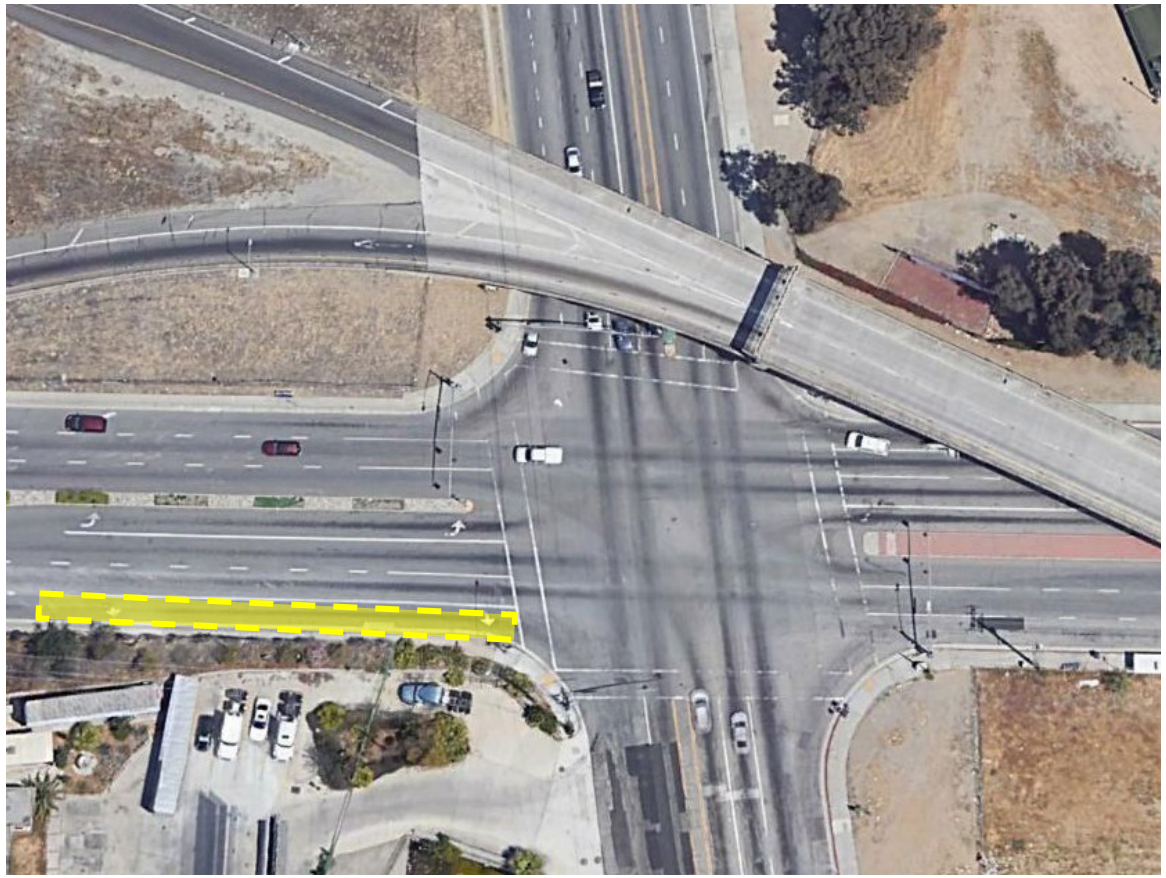


PROJECT DESCRIPTION

ROSECRANS AVE/ATLANTIC AVE

PROJECT DESCRIPTION

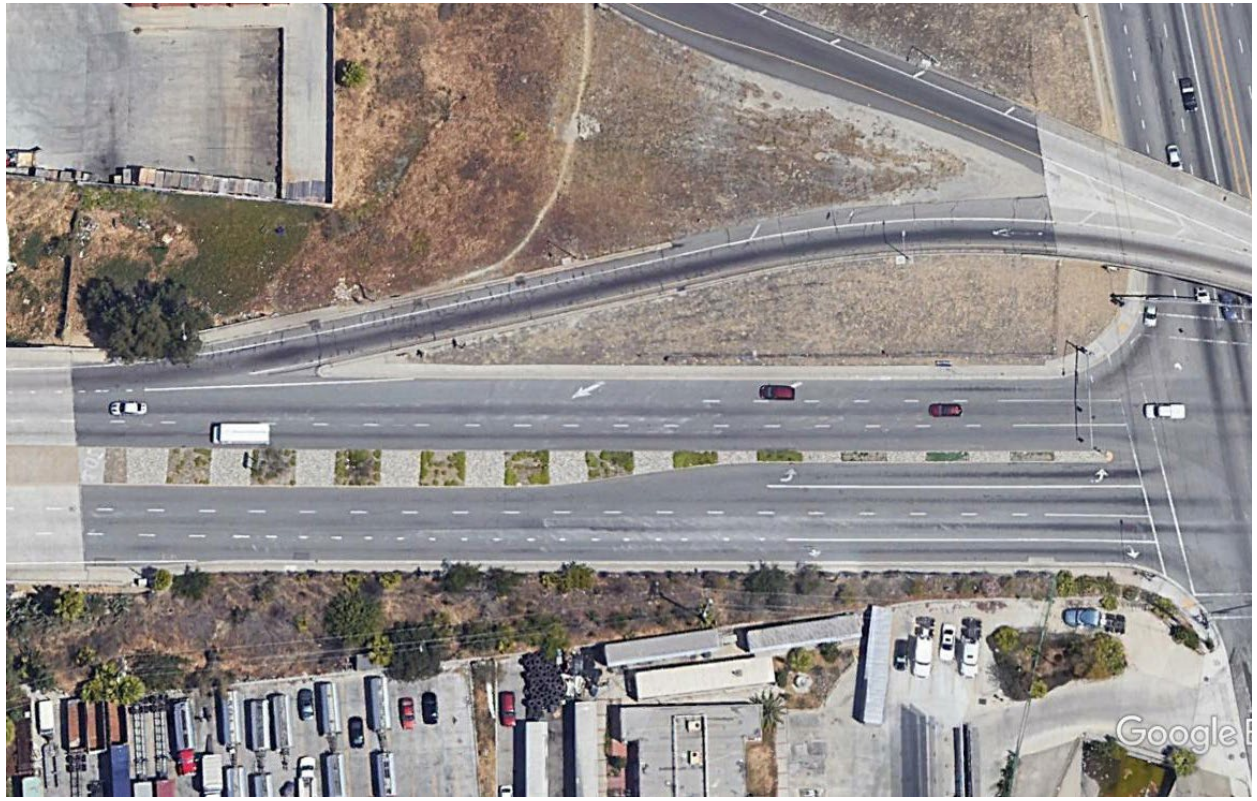
ARTESIA BLVD/SANTA FE AVE

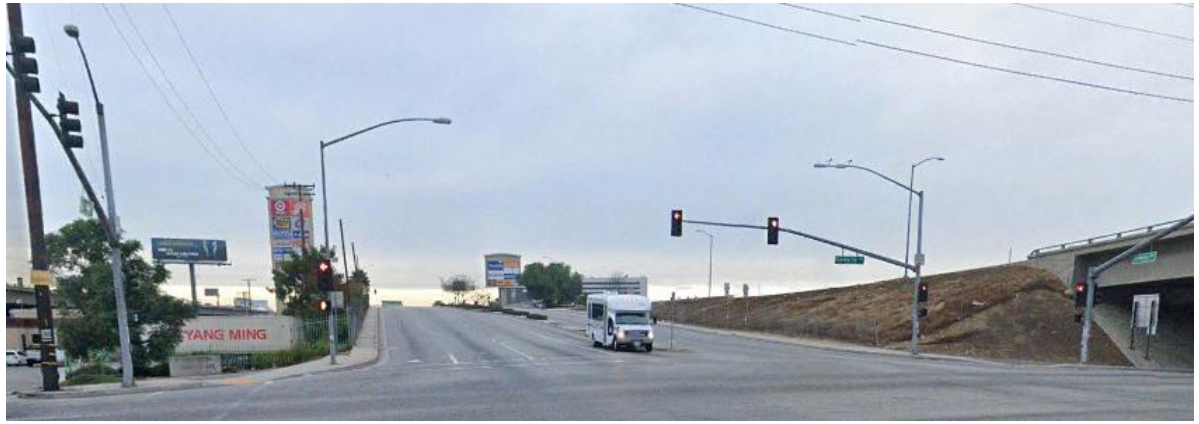


- Increase Capacity by adding a lane
  - Add eastbound right-turn lane
  - Convert EB right turn lane into shared through/right-turn lane
- Traffic Signal Upgrade
- Signal Timing Upgrade
- Safety Improvement to reduce Delay
- Improve vehicular-pedestrian-cycling safety
- Improve operations (Existing LOS F)

PROJECT DESCRIPTION

ARTESIA BLVD/SANTA FE AVE

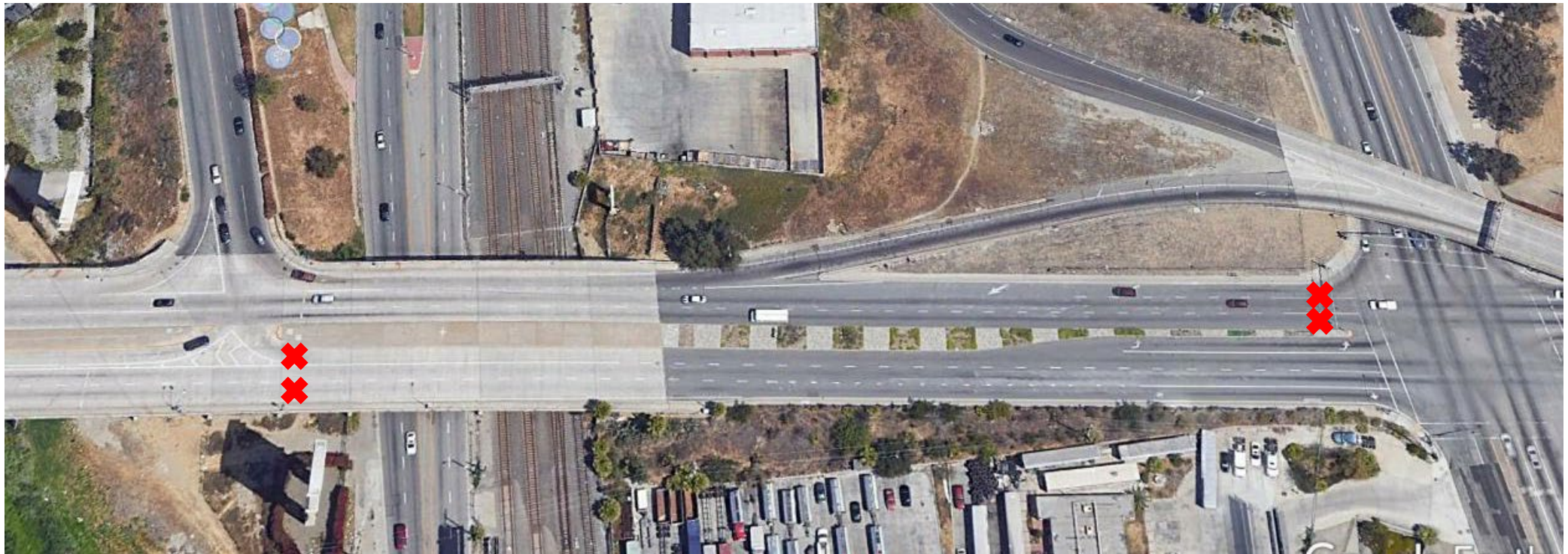




PROJECT DESCRIPTION

ARTESIA BLVD/SANTA FE AVE

- Artesia Blvd currently closed due to bridge fire
- City seeking financial assistance/cooperation with State
- Planning & Environmental Phase only



City of Compton Intersection/Arterial Analysis

I-710 Corridor Project RDEIR/SDEIS – July 2017

Table 3.5-7: Study Intersections

ID	Main Street	Cross Street	City	Control	Impacted?
41	Alondra Blvd	Santa Fe Ave	Compton	Signalized	No
42	Alondra Blvd	Long Beach Blvd	Compton	Signalized	No
43	Alondra Blvd	Atlantic Ave	Compton	Signalized	No
48	Rosecrans Ave	Santa Fe Ave	Compton	Signalized	No
49	Rosecrans Ave	Long Beach Blvd	Compton	Signalized	No
50	**Rosecrans Ave**	**Atlantic Ave**	**Compton**	**Signalized**	**Yes**
116	I-710 NB	Alondra Blvd (On/Off)	Compton	Signalized	No
117	I-710 SB	Alondra Blvd (On)	Compton	Unsignalized	No
513	SR-91 EB	Santa Fe Ave (On/Off)	Compton	Signalized	No
514	SR-91 WB	Santa Fe Ave (Off)	Compton	Signalized	No
515	**Artesia Blvd**	**Santa Fe Ave**	**Compton**	**Signalized**	**Yes**

Table 3.5-23: Summary of Impacted Intersections

Int. ID	Description	Google Map Link	Existing Traffic Control	Adverse Impact	Potential Improvement	Is Improvement Recommended?	
						Yes	No
50	Rosecrans Ave/Atlantic Ave	https://goo.gl/maps/MAcwktCwkX2ogQJ4A	Signal	In the AM peak hour, the intersection delay is expected to increase from 109.7 seconds (LOS F) in the No Build Alternative to 129.9 seconds (LOS F).	• Add a separate right-turn lane on the WB approach	X	
515	Artesia Blvd/Santa Fe Ave	https://goo.gl/maps/2Tu8aKKeqNUJxNc99	Signal	In the PM peak hour, the intersection delay is expected to increase from 86.6 seconds (LOS F) in the No Build Alternative to 97.5 seconds (LOS F).	• Convert the EB right-turn lane into shared through/right-turn lane • Add an extra right-turn lane on the EB approach	X	

PROJECT JUSTIFICATION

- Identified in the I-710 Corridor Project RDEIR/SDEIS as Impacted intersections
- Critical to congestion relief
- Projected to operate over capacity in Year 2035
- Recommended Improvements

FUNDING CRITERIA

1) Is the initial project consistent with the I-710 Alternatives as currently defined? How is the project consistent (provide details)?
   - Yes, Rosecrans Ave/Atlantic Ave Intersection is located less than 0.5 miles from the I-710 Fwy
   - Yes, Artesia Blvd/Santa Fe Ave Intersection runs parallel to the SR-91 Fwy and is 1 mile west of the I-710/SR/91 interchange
   - Both intersections are identified as Impacted Study Intersections.

2) Can the initial project stand alone by itself? Does it have independent utility? Can it be built consistent with existing and ultimate conditions in the I-710 corridor?
   - YES, the proposed project is required to address existing deficiencies
   - YES, it has independent utility. This project is a priority to the City of Compton
   - YES, it can be built consistent with existing and ultimate conditions along the I-710 corridor

FUNDING CRITERIA

3) Are there any costs that could be “lost” to make the project consistent with the potential ultimate configuration? If so, how much? Is the initial project consistent with the I-710 Alternatives as currently defined? How is the project consistent (provide details)?

- NO, the project is independent of the I-710 Alternatives. There are no lost costs.
- The project is consistent with the congestion relief mitigations

4) What are the “risk” costs estimated to be associated with building the project early if the I-710 corridor design changes as currently proposed?

- There are no “risk” costs included because the community will benefit from the improvements regardless of the I-710 corridor design.

FUNDING CRITERIA

5) What clearance(s) does this initial project already have (or will have)? What is the status of the clearance(s)?

- CEQA (Categorically Exempt) will need to be filed with the County

6) Is there local support (or opposition) for this initial project? Is this project a local priority?

- YES, there is local support and YES, this project is a local priority.
- City of Compton City Council
- METRO
- No known opposition

FUNDING CRITERIA

7) What funding is being requested? What is the time frame for that funding request? Are there any existing funds, potential funding or matching funds (identify sources or potential sources)? Is the project consistent with the funding programmed for Measure R?

- Funds are being requested for Planning & Environmental phase only.
- The time frame is approximately 12 months
- The project is consistent with funding programmed for Measure R.

FUNDING CRITERIA

Funding Request

#	Phase		Cost
1	Planning & Environment	$ 329,500	$60,000 (Rosecrans/Atlantic)
			$269,500 (Artesia/Santa Fe)
	Total	**$ 329,500**	**$ 329,500**

	Planning & Environmental Tasks	Deliverables	Cost
1	Project Management	Project Quarterly Reports; Coordination; Consultant Selection; Project Administration (20%)	$60,000
2	Data Research & Collection	Field Review; Photos; Utility maps/Coordination; Traffic Counts; Topographic Survey; Record Research	$95,000
3	Conceptual Plan Development	35% Plans	$70,000
4	Environmental Studies; Documents & Permits	Categorically Exempt Filing; Hydrology; Geotechnical; Traffic Study; City, County & State Permits	$104,500
	Total		**$ 329,500**

FUNDING CRITERIA

8) What is the schedule for this potential initial early action project?

Activity	Estimated Timeline	
	Start	Complete
TAC Committee Approval	May 2021	May 2021
Metro Board Approval	Fall 2021	Winter 2021
Agreement Execution	Winter 2021	Spring 2022
Planning & Environmental	May 2022	December 2022

9) Is there any other information that should be presented?

– NO

SUMMARY / CONCLUSION

- Consistent with I-710 Project Goals
- Designed to be Congestion Relief Project
- Improves existing deficiencies
- Local priority
- Proposed Improvements are regionally beneficial
- **Funding Request is $329,500 for Planning & Environmental**

September 7, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS ENGINEERING DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KOA TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($353,234)

SUMMARY

This resolution will authorize the City Manager to amend the Professional Services Agreement with KOA to provide additional design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project (CIP# 18-02) and establish a purchase order in the amount of Three Hundred Fifty Three Thousand Two Hundred Thirty Four Dollars ($353,234.00).

BACKGROUND

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions. The proposed pedestrian and bicycle safety improvements include the following street segments:

- Rosecrans Avenue at Wilmington Avenue
- Spruce Street at Wilmington Avenue
- Poplar Street at Wilmington Avenue
- Stockwell Street at Wilmington Avenue
- Arbutus Street at Wilmington Avenue
- Palmer Street at Wilmington Avenue
- School Street at Wilmington Avenue
- Compton Boulevard at Wilmington Avenue
- Laurel Street at Wilmington Avenue
- Alondra Boulevard at Wilmington Avenue
- Raymond Street at Wilmington Avenue
- Caldwell at Wilmington Avenue
- Greenleaf Boulevard at Wilmington Avenue; and

STATEMENT OF ISSUE

On September 11, 2018, pursuant to Resolution No. 24,842, the City Council authorized the City Manager to enter into a professional services agreement with KOA to provide design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project.

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb-gutter and sidewalks, make recommendations as to the extent and type of rehabilitation to be employed, and develop construction plans and specifications to affect the necessary recommended improvements. An engineer's estimate and estimated construction duration are part of the deliverables.

On April 29, 2021, the City requested that the scope of the design services be expanded to improve roadway and pedestrian safety along Wilmington Avenue from Rosecrans Avenue to Greenleaf Boulevard. The additional scope include upgrading sidewalks and curb ramps, adding bus shelters, raised median islands, and landscaping. The City also requested to extend the pavement rehabilitation scope from Greenleaf Boulevard to the southern City limit which will be considered Phase II of this project. The City requested KOA to provide additional engineering services that will be amended to the original authorized contract. The additional services are as follows:

Phase I – Improvements on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard

- Provide engineering design services to upgrade all non-ADA compliant curb ramps, replace damaged sidewalk, and new bus shelters on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard

- Provide raised median island design services on Wilmington Avenue between Compton Boulevard and Alondra Boulevard

- Provide landscaping and irrigation on existing/proposed raised median island and street trees on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard

- Provide Construction Support for Phase I

Phase II – Improvements on Wilmington Avenue between Greenleaf Boulevard and Southern City Limit

- Provide additional roadway pavement rehabilitation, pedestrian and bicycle improvement design on Wilmington Avenue between Greenleaf Boulevard and southern City limit south of Victoria Street.

- Provide Construction Support for Phase II

The required project administration, field review, preparation of plans, specifications, and cost estimate (PS&E) and recommendations or other direct costs will be included within each design task.

The additional engineering services would meet the City's expectation for the proposed improvements. During the field review, KOA found water ponding along the northeast corner at the existing street widening area east of Wilmington Avenue and north of Greenleaf Boulevard. An optional task is proposed to provide a solution to improve water ponding issues. The proposing additional project tasks are based on the changes in the scope of work and budget.

KOA has provided design of street improvements for numerous projects in California. These services include: new specialty pedestrian lighting, pavement treatment, crosswalk accents, curb ramps upgrades and streetscape enhancements to city parking structures.

On June 17, 2021, KOA provided a proposal to provide the additional services at a cost of $353,234.00. The timeframe to complete the additional design work is estimated to be an additional 16 weeks. Therefore, in order for the City Manager to amend the professional services agreement with KOA for additional design services pursuant to the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the construction documents to begin the necessary roadway pavement rehabilitation required on Wilmington Avenue from Rosecrans Avenue to the southern City limits.

FISCAL IMPACT

Funds in the amount of $353,234.00 are available in the Public Works Fiscal Year 2021-2022 budget in Account No. 1900-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**RONERICK D. SIMPSON
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KOA TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, CIP# 18-02 ($353,234)

WHEREAS, the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project (CIP# 18-02) is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions; and

WHEREAS, the proposed pedestrian and bicycle safety improvements include the following street segments:

- Rosecrans Avenue at Wilmington Avenue
- Spruce Street at Wilmington Avenue
- Poplar Street at Wilmington Avenue
- Stockwell Street at Wilmington Avenue
- Arbutus Street at Wilmington Avenue
- Palmer Street at Wilmington Avenue
- School Street at Wilmington Avenue
- Compton Boulevard at Wilmington Avenue
- Laurel Street at Wilmington Avenue
- Alondra Boulevard at Wilmington Avenue
- Raymond Street at Wilmington Avenue
- Caldwell at Wilmington Avenue
- Greenleaf Boulevard at Wilmington Avenue; and

WHEREAS, on September 11, 2018, pursuant to Resolution No. 24,842, the City Council authorized the City Manager to enter into a professional services agreement with KOA to provide design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project; and

WHEREAS, the Wilmington Avenue Pavement Rehabilitation work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb, gutter and sidewalks, make recommendations as to the extent and type rehabilitation to be employed, and develop construction plans and specifications to effect the necessary recommended improvements as well as provide an engineer's estimate and estimated construction duration as part of its deliverables; and

WHEREAS, on April 29, 2021, the City requested that the scope of the design services be expanded to improve roadway and pedestrian safety along Wilmington Avenue from Rosecrans Avenue to Greenleaf Boulevard; and

WHEREAS, the additional scope includes upgrading sidewalks and curb ramps, adding bus shelters, raised median islands, and landscaping as well as extending the pavement rehabilitation scope from Greenleaf Boulevard to the southern City limit which will be considered Phase II of this project; and

WHEREAS, the City requested KOA to provide additional engineering services that will be amended to the original authorized contract; and

WHEREAS, the additional services are as follows:

Phase I – Improvements on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard

- Provide engineering design services to upgrade all non-ADA compliant curb ramps, replace damaged sidewalks, and new bus shelters on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard
- Provide raised median island design services on Wilmington Avenue between Compton Boulevard and Alondra Boulevard
- Provide landscaping and irrigation on existing/proposed raised median island and street trees on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard
- Provide Construction Support for Phase I

Phase II – Improvements on Wilmington Avenue between Greenleaf Boulevard and Southern City Limit

- Provide additional roadway pavement rehabilitation, pedestrian and bicycle improvement design on Wilmington Avenue between Greenleaf Boulevard and southern City limit south of Victoria Street.
- Provide Construction Support for Phase II; and

WHEREAS, the required project administration, field review, preparation of plans, specifications, and cost estimate (PS&E) and recommendations or other direct costs will be included within each design task; and

WHEREAS, during the field review, KOA found water ponding along the northeast corner at the existing street widening area east of Wilmington Avenue and north of Greenleaf Boulevard and an optional task is proposed to provide a solution to improve water ponding issues; and

WHEREAS, on June 17, 2021, KOA provided a proposal to provide the additional services at a cost of $353,234 and the timeframe to complete the additional design work is estimated to be an additional 16 weeks; and

WHEREAS, funds in the amount of $353,234.00 are available in the Public Works 2021-2022 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a first (1st) amendment to the Professional Services Agreement with KOA to provide additional street design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements (CIP#18-02), Phase I and Phase II Projects in an amount not to exceed $353,234.00.

SECTION 2. That funds in the amount of $353,234.00 are available in the Public Works 2021-2022 Fiscal Year budget in Account No. 1900-710-000-4262.

SECTION 3. That a purchase order in the amount of Three Hundred Fifty Three Thousand Two Hundred Thirty Four Dollars ($353,234.00) shall be established for KOA.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

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MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA

June 17, 2021

Mr. John Strickland
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Subject: Wilmington Avenue Safe Streets Pedestrian / Bicycle Improvement Project
Addendum No. 1 - Phase 1 and 2 Additional Work

Dear Mr. Strickland:

In regards to our MS Teams meeting on April 29, 2021, the City of Compton (City) is considering expanding the project scope to improve roadway and pedestrian safety along Wilmington Avenue Phase 1 from Rosecrans Avenue to Greenleaf Boulevard. The additional scopes are upgrading sidewalks and curb ramps, adding bus shelters, raised median islands, and landscaping. The City has also requested to extend the pavement rehabilitation scope from Greenleaf Boulevard to the southern City limit which is Phase 2 of this project. The City requested KOA Corporation (KOA) to provide additional engineering services that will be amended to the January 17, 2019 City authorized contract. The additional services are listed below:

Phase I – Improvements on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard

- Provide engineering design services to upgrade all non-ADA compliant curb ramps, replace damaged sidewalk, and new bus shelters on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard;
- Provide raised median island design services on Wilmington Avenue between Compton Boulevard and Alondra Boulevard.
- Provide landscaping and irrigation on existing/proposed raised median island and street trees on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard.
- Provide Construction Support for Phase I.

Phase II – Improvements on Wilmington Avenue between Greenleaf Boulevard and Southern City Limit

- Provide additional roadway pavement rehabilitation, pedestrian and bicycle improvement design on Wilmington Avenue between Greenleaf Boulevard and southern City limit south of Victoria Street.
- Provide Construction Support for Phase II.

The required project administration, field review, preparation of plans, specifications, and cost estimate (PS&E) and recommendations or other direct costs will be included within each design task.

The additional engineering services shown below would meet the City's expectation for the proposed improvements listed above. During our field review, we found water ponding along northeast corner at existing street widening area along east of Wilmington Avenue and north of Greenleaf Boulevard. An optional task is prosed to provide a solution to improve water ponding issue. The proposing additional project tasks are based on the following changes in the scope of work and budget.

	PHASE I Wilmington Avenue between Rosecrans Ave and Greenleaf Blvd	
Task No.	**Task Item**	**Proposed Budget**
	SIDEWALK REPLACEMENT AND ADA-COMPLIANT CURB RAMP DESIGN	***$55,955***
	Scope:	
1.	***Sidewalk Evaluation and Design*** KOA will visit the project site to verify and document existing conditions. We will investigate and verify existing sidewalk and utilities along Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard. KOA will send a team of experienced and knowledgeable civil engineers to the project site to fully evaluate the existing pavement conditions as well. The sidewalk located in County and other agencies are excluded in this task. The design will be shown in roadway pavement rehabilitation plans.	
2.	***Curb Ramp Evaluation and Design*** KOA will perform a curb ramp ADA assessment and design on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard. We have identified 62 curb ramps along the project corridor. Our scope of work includes but not limited to the following. • Field verify existing curb ramp dimensions and slopes by using a smart level and measuring tape. We will document all measurements on a curb ramp field form. • Design new ADA compliant curb ramps per the Standard Plans for Public Works Construction (SPPWC) 2012 edition. The plans will identify the curb ramp case and type only. Proposed elevations and grades will not be identified. • The proposed curb ramp design will be shown on pavement rehabilitation plan. The curb ramps located within County right-of-way are excluded from this task.	
3.	***Bus Shelter Design*** KOA will perform research and provide the City with samples of bus shelters for review and assist the City to determine the bus shelter type. We will discuss ADA recommendation of bus landing pad (5-feet wide and 8-feet long) on sidewalk based on the available sidewalk width. After determining the bus shelter type, the proposed bus shelter location will be shown on a concept plan (30%) and cost estimate will be submitted to the City for review prior to the final plan. The final bus shelter design will be shown in roadway rehabilitation plan.	
4.	***Special Provision and Cost Estimate*** KOA will provide special provisions and cost estimate for all design tasks proposed for PHASE I. The cost estimate will be submitted along with each design plan submittal. We will use a recent bid document package, County Bid History, and or City provided bid information or standard as a reference to comply with the City's requirements and format.	

5.	***Additional Project Management*** KOA will provide additional services for project management and coordination with the City and design team agencies for the analysis and plan design approval shown in Task Nos. 1 to 4. KOA will be responsible for preparing agendas and minutes for all meetings and activities. Project schedules will be provided itemizing all activities and subtasks to support project milestones for City's review per request. Up to 3 meetings are scheduled in this task.	
	Raised Median, Landscaping and Irrigation Design	**$88,498**
6.	**Scope:** ***Topographic Survey*** A design level topographic survey on Wilmington Avenue between Compton Boulevard and Alondra Boulevard within the public right-of-way at 50-foot cross section intervals. Data collection will include elevation points at the back of walk, top of curb, curb flowline, edge of gutter, grade breaks, quarter crown, striping, and crown.	
7.	***Raised Median Design*** KOA will design a raised median on Wilmington Avenue between Compton Boulevard and Alondra Boulevard. Prior to the design, KOA will identify all required left turn pockets and recommended pocket lengths based on City-provided traffic counts. KOA will provide a conceptual raised median design (30% design) to the City for review prior to preparation of the final design to be shown on the roadway rehabilitation plan for approval. The raised median design plan will show existing and proposed curb, gutter, median and roadway pavement, and necessary profiles for the construction, in a 20-scale design plan. A typical section, cross-section, and details will be included in the design plan and total up to 6 plan sheets for this task.	
8.	***Landscaping & Irrigation*** Armstrong & Walker will perform landscape architecture design on raised median island, street tree design on sidewalk and irrigation system design for proposed landscape. They will provide landscape and irrigation designs for raised median islands on Wilmington Avenue between Compton Boulevard and Alondra Boulevard and street tree on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard. Two alternative schematic design for landscape and automatic irrigation system for new raised median island and possible street tree and incorporate water-conserving features and City equipment preferences. *Schematic Design* Landscape plans to be developed utilizing accurate survey/ street improvement plans provided by KOA in AutoCAD format as backgrounds. Landscape plans and specifications will fit the Engineer's format, suitable for bidding and installation by a qualified contractor.	

	• Attend one meeting with City staff and design team to receive input on landscape goals, irrigation equipment and water source(s), and available record drawings. • Review background information, including engineering plans, locations of piping and utilities, project requirements, and other information that will affect the landscape design. • Make one visit to the site to observe and note existing median areas and landscape context, and any existing trees to be considered or incorporated into the design. • Develop two conceptual landscape designs and a plant palette for median islands, incorporating City goals and expressing different landscape themes. Design considerations will include visibility, safety, and functional use of the street by vehicles and pedestrians, aesthetic quality and visual image, ease of maintenance, utility and storm drainage requirements, and other appropriate criteria. Initial sketch-level drawings will be prepared, appropriate for review and discussion with the consultant team and City staff, prior to development of construction drawings. • Formulate preliminary cost estimates for both median hardscape, irrigation, and landscape design alternatives, as well as street trees. Estimates will be itemized and formatted for incorporation into overall project estimates, for review prior to preparation of construction documents. • Meet with City staff and design team to review conceptual design alternatives and costs and gather input. Agree on a design direction; coordinate work with other members of the consultant team. • Prepare a more detailed design for decorative hardscape and landscape per the preferred design alternative for one prototype median island, color rendered and including material selections. Also provide a photo board of proposed street tree and median plant selections for City review and input. • Attend one design review meeting to review the final design, tree and plant palette, and hardscape material selections; gather feedback from City staff and coordinate with consultant team prior to production of construction drawings. *Construction Documents* After City's agreed concept plan, we will provide the following services. • Coordinate with the civil engineer on existing items to be removed and protected related to medians and street trees, to assist in preparation of Demolition Plans by the Engineer. • Prepare Construction Plans (3 sheets) to illustrate decorative hardscape within medians, storm drainage features, mow strips, street tree grates, or other landscape-related construction items. • Prepare Irrigation Plans (3 sheets) showing layout of a complete new automatic irrigation system for median islands and street trees as directed by the City, including sprinkler and/or drip systems, valves, piping, weather-based controller(s), automatic rain shutoff, and other equipment as necessary, including all applicable water-conserving technology. Irrigation design criteria and product selections will be based on direction from the City. • Complete Planting Plans (3 sheets) for all landscaped medians and street trees, showing new trees and plant materials to be installed on the project, illustrating species, location, size, and quantities.

	• Provide detail sheets (2 sheets) with Construction, Irrigation, and Planting Details illustrating proper installation methods for hardscape elements, irrigation equipment, plant materials, and street trees included in the project. • Prepare technical specification sections in format to be directed by Engineer for decorative hardscape items, irrigation, and planting. • Develop cost estimates at designated submittal points for installation of decorative hardscape, median landscape and irrigation, and street trees based on materials and quantities called out on the construction drawings. Include final bid item descriptions and quantity calculations for use on bid forms. • Coordinate with design team to submit construction documents at completion points designated by the City for City review, comments, and approval; complete all plan check corrections as required prior to issuance of final plans for bidding. • Attend one coordination meeting with City staff and the design team for drawing review and coordination during the Construction Document phase.	
	Street Improvement for Water Ponding Area	**$28,842**
	Scope: During the field meeting on 5/23/19, KOA informed the City of a water ponding issue located on the east side of Wilmington Avenue between Greenleaf Boulevard and 300-feet north of Greenleaf Boulevard. If requested by the City, KOA can provide a street improvement design to improve drainage at this location.	
9.	***Topographic Survey*** A design level topographic survey on Wilmington Avenue between 300-feet north of Greenleaf Boulevard and Greenleaf Boulevard intersection at 25-foot intervals. Data collection will include, back of walk, top of curb, curb flowline, edge of gutter, grade breaks, quarter crown, striping, and crown.	
10.	***Street Improvement Design*** KOA can provide a street improvement plan on the east side of Wilmington Avenue between Greenleaf Boulevard and 300-feet north of Greenleaf Boulevard. The design plan will include preparation of cross-sections and at critical geometric points to illustrate the design intent and limits of construction and plan at 1"=20' scale containing necessary vertical profile, horizontal control, construction notes, and applicable details.	

	PHASE II Wilmington Avenue between Greenleaf Boulevard and Southern City Limit	
TASKS	**ADDITIONAL PAVEMENT REHABILIATION PS&E**	**$179,939**
	Scope: Phase II extends the project from Greenleaf Boulevard to southern City limit (Victoria Street). The extended project limit, approximately 4,900-foot, includes 6 signalized intersections, and one railroad crossing. The provided Geotechnical report does not cover the additional project site on Wilmington Avenue. Per our kick-off meeting held on February 12, 2019, a topographic survey will not be required for pavement rehabilitation, sidewalk replacement, and curb ramp design. All the design plans include as-built research, field review/site evaluation, utility research, base plan, engineering cost estimate, and specification preparation.	
11.	***Project Management and Coordination*** KOA will coordinate with the City regarding project design matters. We will assist the City to coordinate with City of Carson for design plan approval. We will attend up to 3 meetings with the City for kick-off, recommendations, plan preparation, and/or submittal.	
12.	***Pavement Rehabilitation Plans*** The plan will be prepared on Wilmington Avenue between Greenleaf Boulevard and southern City limit. The plan will show existing roadway improvements, right-of-way, centerline, utility manholes/valves/boxes, and underground utilities, proposed resurfacing areas, proposed areas requiring full removal and replacement and typical roadway cross sections. After performing our site evaluation (pavement, sidewalk, and curb ramps) and receiving the geotechnical boring report, we will work closely with the City to determine the best pavement rehabilitation strategy to stay within the project budget. The street improvement plans for pavement rehabilitation will be prepared at 1"= 40' scale and contain a detailed horizontal layout, construction notes, and applicable construction details. We will prepare up to 4 plan sheets in this task. KOA will perform a curb ramp ADA assessment and design and sidewalk replacements as necessary.	
13.	***Geotechnical Report*** The City-provided geotechnical report does not include any information for the additional segment. Twining Inc. will provide a geotechnical report for the additional segment. The scope of work includes performing visual site investigation, performing 6 cores for substructure exploration, conducting laboratory testing for R-value, in-place moisture, maximum density, atterberg limits/plasticity index, and #200 wash for soil classification, performing engineering analysis, and preparation of a final geotechnical report.	

14.	***Signing and Striping Plan*** KOA will prepare signing and striping modification plans on Wilmington Avenue between Greenleaf Boulevard and southern City limit to accommodate the proposed improvements. Signing and striping plans will be prepared at a scale of 1"=40' and will show centerlines, existing/proposed street improvements, and existing/proposed pavement delineations, markings and roadside signs. All road signs within the City right-of-way will be replaced with new signs per kick-off meeting. We will provide a preliminary design (30% plan level) along with roadway rehabilitation concept plans for review prior to a final plan preparation. We will prepare up to 3 plan sheets in this task. Additional striping improvement and/or lane width change in State right-of-way may trigger Caltrans' additional requirements and FACT sheet. Therefore, the striping in Sate right-of-way will be restoration and maintained the same width as existing.
15.	***Traffic Signal Modification Drawing*** We will prepare traffic signal modification drawing (sketch plan) at the following intersections. • Wilmington Avenue and Carob Street • Wilmington Avenue and Walnut Street • Wilmington Avenue and North Artesia Boulevard • Wilmington Avenue and South Artesia Boulevard • Wilmington Avenue and Ralphs Driveway • Wilmington Avenue and Victoria Street The Traffic Signal (TS) Modification Drawing, which is drawn to 1"=20' scale, will show enough details to ensure that a Contractor will be able to properly construct any proposed work indicated on the drawing and allows an Engineer to properly time the traffic signal. The intersection components shown on a TS Modification Drawing are similar to those of a Traffic Signal Plan except a TS Modification Drawing typically does not show pole schedules, R/W lines, all utilities, all pull boxes, and all conduits. Since TS Modification Drawings typically do not have pole schedules, proposed equipment may need to be dimensioned to indicate their intended locations. Some utilities, pull boxes, and conduits may need to be shown at times in order to clarify the proposed work. TS Modification Drawings should be used for intersections that involve medium work (i.e. installation of controller cabinet, advance loops, and/or vehicle heads). North Artesia Avenue and South Artesia Avenue at Wilmington Avenue may have a shared jurisdiction with State right-of-way and may trigger a full design plan requirement by Caltrans. If Caltrans require a full design plan at these subject signalized intersections, we will coordinate with the City for the additional engineering services.
16.	***Special Provision and Cost Estimate*** KOA will provide special provisions and cost estimate for Phase II. The special provision will be prepared and submitted in the Phase II 90% plan package for City review. The cost

	estimate will be submitted with each design plan submittal. We will use a recent bid document package, County Bid History and or City provided bid information or standard as a reference to comply with the City's requirements and format.
17.	***UPRR and CPUC Permit Processing*** A railroad crossing is located south of Carob Street. KOA will assist the City in obtaining the permits from Union Pacific Railroad Company (UPRR) and California Public Utilities Commission (CPUC) for this roadway rehabilitation plan. This task includes meetings with the agencies and preparation of worksite traffic control plan. Note that this does not include any design for the improvement or upgrade of the railroad crossing or other efforts specific to railroad operations.
18.	***Caltrans Encroachment Permit Processing*** KOA will assist the City with the Caltrans encroachment permit application process by printing plans, folding plan sheets, and assembling the permit application packages. We will submit the assembled encroachment permit application packages to the Caltrans Office of Permits, retrieve Caltrans plan review comments, and distribute these plan review comments to the City and project team as appropriate. Up to two meetings with the City and/or Caltrans staffs are included in this task to discuss permit matters, if needed. It is assumed that the City will be considered as the applicant on the Caltrans permit application. However, coordination efforts to expedite the Caltrans permitting process are not included in the work scope. Preparation of any additional studies or reports requested by Caltrans (PEER, DSDD, etc.) are not included in our scope of work.
19.	***Worksite Traffic Control Plan*** KOA will prepare temporary worksite traffic control plans for roadway rehabilitation in State right-of-way on Wilmington Avenue. The worksite traffic control plans will be prepared at a scale of 1"=40' and show work area and open traffic lanes during each construction stage. We will prepare the temporary traffic control design for two stages and detour plans for up to total of 6 sheets.
20.	***Utility Research and Notification*** KOA will obtain a list from the City of utility companies known to own and operate facilities in the project area. We will also utilize the Dig Alert website to determine utility companies in the area. Utility base plans will be prepared to be used as a background reference in the road plans. KOA will send an email with our standard utility response form and a map of the project site to all relevant utility companies. We will request information including record drawings and any planned upgrades. Utility information will be logged and existing facilities will be shown on the plans. KOA will provide the City Project Manager with a utility response list and maps/data received. We are not anticipating any potholing being needed but we are proposing $20,000 to provide potholing services at areas that may have utility conflicts which was not included in the fee estimate. This estimated cost covers about 20 potholes. Due to the nature of this project, we do not expect any major utilities requiring

	relocations, but have included some hours to coordinate minor relocations such as water meter or fire hydrant that may conflict with a proposed curb ramp. We will send utility relocation letters to the respective owners requesting relocation plans in compliance with Caltrans' requirements.	
Net	**PHASE I - TASKS 1 to 10** **PHASE II - TASKS 11 to 20**	**$173,295** **$179,939**

PHASE I & II - TOTAL ADDITIONAL TASK SERVICES: $353,234

WORK SCHEDULE

KOA will include the first submittal for PHASE I Tasks 1 to 8 within 10 weeks. We will work with the City to determine a mutually agreed schedule for PHASE I Tasks 9 and 10 and PHASE II Tasks 11 to 20. Incorporation of comments can be accomplished within four to six weeks.

KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

GOVERNING LAW

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

AUTHORIZATION

A professional service agreement shall be prepared and executed prior to work.

Sincerely,
KOA Corporation

Giuseppe S. Canzonieri, PE
Vice President / Senior Engineer

City of Compton - Wilmington Ave Safe Streets Pedestrian/Bicycle Improvements Project, Phase II

KOA CORPORATION - FEE ESTIMATE (NOT-TO-EXCEED)

STEP / TASK / DELIVERABLE	KOA CORPORATION						SUBCONTRACT
	Senior Engineer II	PM/Senior Engineer I	Senior Associate Engineer I	Associate Engineer I	Other Direct Costs (includes mileage, Hotels & Misc. Expenses)	KOA TOTAL FEE ESTIMATE	FEE ESTIMATE
Hourly Rates (Fully Burdened):	$237.00	$198.00	$138.00	$110.00			
ADDITIONAL TASKS							
PHASE I - IMPROVEMENTS ON WILMINGTON AVE BETWEEN ROSECRANS AVE AND GREENLEAF BLVD							
TASKS 1 to 5 - SIDEWALK, CURB RAMP, and BUS SHELTER DESIGNS							
1. SIDEWALK EVALUATION AND DESIGN	2	8	16	48	$ 75	$ 9,621	
2. CURB RAMP EVALUATION AND DESIGN	4	16	80	120	$ 100	$ 28,456	
3. BUS SHELTER DESIGN		4	16	48	$ 50	$ 8,330	
4. SPECIAL PROVISION AND COST ESTIMATE	2	24	8			$ 6,330	
5. ADDITIONAL PROJECT MANAGEMENT		16			$ 50	$ 3,218	
SUBTOTAL	**8**	**68**	**120**	**216**	**$ 275**	**$ 55,955**	**$ -**
TASKS 1 TO 5 SUBTOTAL							**55,955**
TASKS 6 to 8 - RAISED MEDIAN, LANDSCAPING, AND IRRIGATION DESIGN							
6. TOPOGRAPHIC SURVEY		2	4			$ 948	$ 21,958
7. RAISED MEDIAN DESIGN (6 Sheets)	4	16	160	160		$ 43,796	
8. LANDSCAPING & IRRIGATION (3 Sheets)		4	8			$ 1,896	$ 19,900
SUBTOTAL	**4**	**22**	**172**	**160**	**$ -**	**$ 46,640**	**$ 41,858**
TASKS 6 to 8 SUBTOTAL							**$ 88,498**
PHASE I - TASKS 1 to 8 COMBINED							**$ 144,453**
TASKS 9 to 10 - STREET IMPROVEMENT FOR WATER PONDING AREA (*OPTIONAL*)							
9. TOPOGRAPHIC SURVEY		2				$ 396	$ 12,708
10. STREET IMPROVEMENT (2 Sheets)	2	8	80	24		$ 15,738	
SUBTOTAL	**2**	**10**	**80**	**24**		**$ 16,134**	**$ 12,708**
TASKS 9 to 10 SUBTOTAL							**$ 28,842**
PHASE I - TASKS 1 to 10 COMBINED							**$ 173,295**
PHASE II - IMPROVEMENTS ON WILMINGTON AVE BETWEEN GREENLEAF BLVD AND SOUTHERN CITY LIMIT							
TASK 11 to 20 Wilmington Ave between Greenleaf Bl to Southern City Limit							
11. PROJECT MANAGEMENT & COORDINATION (3)		16			$ 160	$ 3,328	
12. PAVEMENT REHABILITATION PLAN (4 Sheets)	4	16	160	200	$ 100	$ 48,296	
13. GEOTECHNICAL REPORT		2				$ 396	$ 14,485
14. SIGNING AND STRIPING (3 Sheets)	2	8	40	60		$ 14,178	
15. TRAFFIC SIGNAL MODIFICATION DESIGN (6 Sheets)	4	16	120	160	$ 100	$ 38,376	
16. SPECIAL PROVISION AND COST ESTIMATE	4	24	8			$ 6,804	
17. UPRR AND CPUC PERMIT PROCESSING		16	12		$ 50	$ 4,874	
18. ENCROACHMENT PERMIT PROCESSING		16	12		$ 100	$ 4,924	
19. WORKSITE TRAFFIC CONTROL PLAN (6 Sheet)	2	12	56	80		$ 19,378	
20. UTILITY RESEARCH AND NOTIFICATION				40	$ 20,500	$ 24,900	
SUBTOTAL	**16**	**126**	**408**	**500**	**$ 21,010**	**$ 165,454**	**$ 14,485**
PHASE II - TASK 11 to 20 SUBTOTAL							**$ 179,939**
PHASE I & II - TOTAL ADDITIONAL TASK SERVICES						**$**	**353,234**

Notes: City will provide all required record plans and maps.

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
KOA

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) and **KOA** (hereinafter referred to as **"CONSULTANT"**).

RECITALS:

WHEREAS, the City maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to provide pavement resurfacing design services located on Compton Boulevard; and

WHEREAS, the City has secured funds from the Los Angeles County Metropolitan Transportation Authority to complete the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project, (CIP #18-02); and

WHEREAS, the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project, Phase II is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions; and

WHEREAS, the City determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this Project and be responsible to provide design and engineering services for specified street segments, including design support services during construction for the Project; and

WHEREAS, by Resolution No.24,842, adopted on the 11th day of September 2018, the City Council authorized the City Manager to accept the proposal of the Consultant (KOA) and enter into a professional services agreement to provide the necessary services; and

WHEREAS, the City desires to expand the scope of the design services to improve roadway and pedestrian safety along Wilmington Avenue from Rosecrans Avenue to Greenleaf Boulevard, which will include upgrading sidewalks and curb ramps, adding bus shelters, raised median islands, and landscaping, in addition to extending the pavement rehabilitation scope from Greenleaf Boulevard to the southern City limit which will be considered Phase II of this project; and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____, 2021, the City Council authorized the City Manager to enter into an amendment to the professional services agreement with the Consultant (KOA) to provide the additional design services; and

NOW, THEREFORE, Consultant and City**,** for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to expand the scope of services to be rendered as follows:

- **Phase I –** Improvements on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard

- **Phase II –** Improvements on Wilmington Avenue Between Greenleaf Boulevard and Southern City Limit

As more specifically described in Consultant's **"Proposal/Letter – Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project – Addendum No. 1 – Phase 1 and 2 Additional Work",** dated June 17, 2021, incorporated herein.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to continue provisions of the contracted services to completion, including, but not limited to the mutually accepted final contract figures, filing of the Notice of Completion with the Los Angeles County Recorder's Office and processing the City's authorization for release of the Project construction contractor's retention funds withheld for this Project.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Three Hundred Fifty Three Thousand Two Hundred Thirty Four Dollars ($353,234.00).**

4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT.**

KOA/CONSULTANT

Dated: _____ **By _____**
Min Zhou, P.E., CEO

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Ronerick D. Simpson, City Manager

Approved as to form:

By _____ Dated: _____
Ruth Rugley, City Attorney

ATTEST:

Dated: _____ By_____
Alita Godwin, City Clerk

September 7, 2021

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR RALPH ANDERSON & ASSOCIATES TO CONDUCT AN EXECUTIVE RECRUITMENT FOR THE POSITION OF CITY MANAGER ($32,000)

SUMMARY

Adoption of the attached resolution will authorize the execution of a Professional Service Agreement with and establishment of a purchase order in the amount of Thirty Two Thousand Dollars ($32,000.00) for Ralph Anderson & Associates to conduct an executive recruitment search for the position of City Manager of the City of Compton.

BACKGROUND

Section 703 of the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton. Section 705 of the Compton City Charter provides that the City Manager shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as Chief Administrative Officer of the City.

The employment agreement with the City's former City Manager expired on July 7, 2021. Subsequent thereto, in July 2021, Compton Fire Chief, Ronerick D. Simpson was appointed by the City Council and agreed to temporarily serve in the position of City Manager of the City of Compton; however, the City Council is seeking to appoint an individual on a permanent basis.

STATEMENT OF ISSUE

In order to develop a highly qualified candidate pool to fill this critical position, it has been recommended by staff to utilize the services of a reputable executive recruitment firm. The Human Resources Division ("Division") of the Internal Services Department solicited proposals from executive recruiters from Northern and Southern California to conduct the recruitment for City Manager, with the following firms presenting proposals for their services; to wit: Alliance Resource Consulting LLC – Long Beach, CA; The Hawkins Company – Los Angeles, CA; and Ralph Anderson & Associates - Rocklin, CA.

Ralph Anderson & Associates submitted a comprehensive and competitively priced (i.e. $32,000) proposal that offers cost savings, including the cost of all necessary meetings in their initial price, while the next lowest proposal requires an additional $2,000 per extra meeting needed by the City to conduct the executive recruitment for City Manager.

FISCAL IMPACT

Funds in the amount of $32,000.00 for this expenditure are available in the Internal Services Department's 2021-2022 adopted Fiscal Year budget in Account No. 1001-620-000-4262.

RECOMMENDATION

It is recommended that the attached Resolution be adopted by the City Council.

RONERICK D. SIMPSON
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR RALPH ANDERSON & ASSOCIATES TO CONDUCT AN EXECUTIVE RECRUITMENT FOR THE POSITION OF CITY MANAGER ($32,000)

WHEREAS, Section 703 of the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton; and

WHEREAS, Section 705 of the Compton City Charter provides that the City Manager shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as Chief Administrative Officer of the City; and

WHEREAS, in July 2021, Compton Fire Chief, Ronerick D. Simpson was appointed by the City Council and agreed to temporarily serve in the position of City Manager of the City of Compton; however, the City Council is seeking to appoint an individual on a permanent basis; and

WHEREAS, in order to develop a highly qualified candidate pool to fill this critical position, the Human Resources Division ("Division") of the Internal Services Department solicited proposals from executive recruiters from Northern and Southern California to conduct the recruitment for City Manager, with the following firms presenting proposals for their services; to wit: Alliance Resource Consulting LLC – Long Beach, CA; The Hawkins Company – Los Angeles, CA; and Ralph Anderson & Associates - Rocklin, CA.; and

WHEREAS, Ralph Anderson & Associates submitted a comprehensive and competitively priced (i.e. $32,000) proposal that offers cost savings, including the cost of all necessary meetings in their initial price, while the next lowest proposal requires an additional $2,000 per extra meeting needed by the City to conduct the executive recruitment for City Manager; and

WHEREAS, funds for this expenditure are available in the 2021-2022 Fiscal Year budget.

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 the approval of the City Attorney is hereby authorized to accept the proposal of and enter into a professional services agreement with Ralph Anderson & Associates to conduct an recruitment search for the position of City Manager of the City of Compton at the cost of Thirty Two Thousand Dollars ($32,000.00).

Section 2. That the funds for this expenditure are available in the Internal Services Department's 2021-2022 adopted Fiscal Year budget in Account No. 1001-620-000-4262.

Section 3. That a purchase order is authorized to be established in the amount of Thirty Two Thousand Dollars ($32,000.00).

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

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 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

Executive Recruitment Search

CITY MANAGER

City of Compton, CA

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ALLIANCE
RESOURCE CONSULTING LLC

August 17, 2021

VIA EMAIL

Kareemah Bradford
Deputy Director of Human Resources
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

Dear Ms. Bradford:

Alliance Resource Consulting is pleased to submit this proposal to assist City of Compton in its efforts to recruit and screen candidates for the City Manager position. Enclosed is our proposal which outlines how we would partner with your organization to recruit the best individuals. It describes the steps we will take to accomplish the recruitment within your desired timeframe.

Alliance Resource Consulting's corporate motto is "The Power of Partnership." We take this seriously and have built our reputation on providing services of the highest quality. Alliance Resource Consulting was formed in 2004 and has a proven track record of success with more than 550 placements to our credit. We are a minority and female-owned company and have an outstanding track record of diversity outreach.

We do not have any potential conflicts of interest from past recruitments or relationships. We will be happy to answer any additional questions you may have. We look forward with great interest to working with you on this very important assignment.

Sincerely,

Sherrill Uyeda
Founding Partner

1 Centerpointe Drive, Suite 440
La Palma, California 90623
Tel: (562) 901-0769
Fax: (562) 901-3082

Website: www.allianceRC.com
E-mail: info@allianceRC.com
http://twitter.com/GoAllianceRC
Facebook: Alliance Resource Consulting LLC

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1 – OUR UNDERSTANDING

It is our understanding that City of Compton wishes to engage an executive search firm to assist in its City Manager recruitment.

The City Manager will implement fiscal and administrative policies, ensure organizational efficiency and develop and implement communication plan to increase transparency between citizens and their government.

Alliance Resource Consulting prides itself on its commitment to customer service to both the client and the candidates.

2 – FIRM QUALIFICATIONS

2.1 Project Team

In 2004, Alliance Resource Consulting acquired the national executive recruiting practice of MAXIMUS. We are committed to providing our clients with the highest caliber of service in the industry. Our team of dedicated professionals utilizes custom-built state-of-the-art technology in conducting a search.

We are based out of La Palma, California. We also have consultants based in Palo Alto, California; Tallahassee, Florida and Seattle, Washington.

Our current staffing is:

Sherrill Uyeda – Founding Partner
Cindy Krebs - National Director
David McDonald – Regional Director, East Coast
Sean Joyce – Regional Director, West Coast
Syldy Tom – Manager
Richard Kaplan – Research Consultant
Sheryl Stewart – Research Consultant
Linda Kann – Special Projects and Graphics Manager

Sean Joyce and Sherrill Uyeda will work on this recruitment. Biographies can be found in Appendix A and references can be found in Appendix B.

2.2 Our Experience

We believe we are exceptionally well qualified to assist you. We have extensive nationwide experience recruiting executives for government agencies and special districts and have helped to place excellent people with diverse backgrounds and experiences in organizations large and small.

Recently, we completed the City of Palm Springs City Manager recruitment. In the past few years, we conducted the following recruitments for positions in the City Manager's office:

- Assistant City Manager - City of San Jose, CA
- Assistant City Manager/Chief Operating Officer - City of Ventura, CA
- City Administrator - City of Huntington Beach, CA
- City Administrator - City of Inglewood, CA
- City Manager - City of Bellflower, CA

- City Manager - City of Carlsbad, CA
- City Manager - City of Clovis, CA
- City Manager - City of Compton, CA
- City Manager - City of El Segundo, CA
- City Manager - City of Gaithersburg, MD
- City Manager - City of Hawaiian Gardens, CA
- City Manager - City of Hillsboro, OR
- City Manager - City of Maywood, CA
- City Manager - City of Moreno Valley, CA
- City Manager - City of Norwalk, CA

Our ability to carry out the work required by your agency is enhanced by our past experience in providing similar services to others. It should be noted that all of the recruitments listed above were completed on time and within budget.

We will preserve the confidential nature of any information received from you or developed during our work on this recruitment in accordance with our established professional standards.

We assure you that we will devote our best efforts to carrying out the work required. The results obtained, our recommendations and any written material we provide will be our best judgment based on the information available to us.

2.3 Advantages of Our Firm

Relative to your present search requirements, we believe the principal advantages in using Alliance Resource Consulting which differentiate us from other firms are:

- Our track record of success in placing superior senior level executives in particularly sensitive and highly responsible/accountable positions.
- Our specialization in public sector executive search on a nationwide basis.
- Our extensive experience recruiting executives for government agencies and special districts.
- Our PROACTIVE recruitment of candidates who may not be seeking new employment and would not normally respond to routine advertising and highly qualified candidates who might be overlooked by traditional recruiting approaches.
- Our ability to develop and meet a recruitment timeline to fit your needs.
- The fact that we assign two professionals to each recruitment to ensure we are always available to quickly respond to your most pressing requirements.
- The quality of our work and the fact that most of our clients have retained our services on more than one engagement.
- Our proven ability to identify and recommend qualified female and minority candidates.
- The transparency of our recruitment process. We will prepare weekly updates for you throughout the peak of the recruiting process.
- Our reputation among clients and candidates for timely communication and documentation (e.g., acknowledgement of receipt of candidate application, client status reports, candidate interviews, client meetings and candidate feedback).

- The thoroughness of our documented reference, internet and background checks. We request very specific references from candidates and supplement our reports with information gathered from available information sources such as LexisNexis and public records. Our ability to enhance the recruitment process through stakeholder outreach, the use of online surveys, and targeted research.
- The fact that all of our graphics work is done in-house, saving our clients time and money.
- Our promise to conduct the recruitment at the cost proposed. We have never charged a client more than our proposed amount.

3 – RECRUITMENT METHODOLOGY & APPROACH

Alliance Resource Consulting believes that the best way to assist you is to act as an extension of your organization, working within your expectations and guidelines. Our objective is to find the best qualified candidates. While notices in professional journals may be helpful, many of the best candidates must be sought out and their interest encouraged. Our general familiarity with the organization, knowledge of the field and our relationships with professional organizations make us well qualified to assist you.

Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who would be reluctant to respond to advertisements.
- Preserve the confidentiality of inquiries, consistent with State public disclosure and open meeting laws.
- Save a considerable amount of time for client staff in developing and responding to candidates.
- Protect the confidentiality of the information discussed with or received from the client.
- Build consensus among those involved in the hiring process.
- Independently and objectively assess the qualifications and suitability of candidates for the particular position for which we are recruiting.
- Adhere to client's budget and schedule expectations.

We will do the following for the City Manager recruitment:

3.1 Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. We will also discuss expectations regarding desirable training, experience and personal characteristics of candidates. In addition, should you request it, we will conduct/facilitate community outreach meetings and focus group discussions.

We also have experience creating and managing community surveys, should the organization want input from its constituents. We will also gather/review relevant information about the organization, such as budgets, organization and/or department goals, organization charts, etc.

Once our findings have been summarized, we will submit a Recruitment Profile with the desired qualifications and characteristics to you for approval. The Recruitment Profile that will be sent to potential candidates will include information about the organization, the job and the criteria established by you.

3.2 Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations. To achieve the best response, we will take a two-prong approach to attracting candidates:

1. **Direct Contact** – We will mail invitations and recruitment profiles to targeted individuals in comparable organizations at the appropriate level. These invitations will be followed up with direct phone calls to potential candidates to gauge interest.

2. **Advertisements** – We will place job advertisements in the appropriate professional journals and on-line sites.

As a matter of corporate policy, we do not discriminate against any applicant for employment on the basis of race, religion, creed, age, color, marital status, sex, sexual preference, disabilities, medical condition, veteran status or national origin. A substantial percentage of the placements made by our firm have been minority or female candidates.

Frequent communication with our clients is a hallmark of our firm. While consultants will provide regular updates on the progress of your search, you will also be able to access up-to-date 'real time' information regarding your search from our secure website.

3.3 Candidate Evaluation

We will review, acknowledge and evaluate all resumes received. Candidate evaluation will begin with an analysis based upon criteria contained in the Recruitment Profile, information contained in the resumes submitted to us, and our knowledge of the people and organizations for which they work.

The next phase in candidate evaluation will focus on gaining additional information from the qualified group of candidates through written supplemental information questionnaires and other resources. Telephone interviews will be conducted with the most promising candidates to gain a better understanding of their backgrounds, qualifications and interest in the position.

3.4 Progress Report Meeting

After the resume deadline, we will submit to you a progress report of the leading candidates. This report will include summary resumes, supplemental information, and the original resumes of those candidates we believe to be best qualified for the position. Supplemental information on a candidate typically includes: the size of the organization for which the person works, reporting relationships, budget responsibility, the number of people supervised, related experience and reasons for interest in the position. Any other specific information will be dictated by the criteria set forth in the Recruitment Profile.

The purpose of our progress report is two-fold. It allows you an opportunity to review the candidates and choose those who you would like to invite to be interviewed for the position. It also allows us to receive feedback on the caliber of the candidates recruited. In addition, at this point we will have conducted preliminary background checks on each of the presented candidates. Of course, we are flexible and may consider other individuals as final candidates who are subsequently identified and were not included in the progress report.

3.5 Preliminary Interviews

We will interview (either in person or via video-conference) those candidates identified by you to be the leading candidates. We will conduct a preliminary interview with questions that focus on the selection criteria. Additionally, we will verify degrees and certifications and continue to gather information about the candidate's professional backgrounds.

3.6 Client Interviews & Interview Books

We will assist you in scheduling final candidates for interview with your organization, and will send the candidates packets of information which we obtain from you should you request it (e.g., information about the organization and the geographic area, budgets, etc.).

We will prepare final interview books for the selection panel. These books will include interviewing/selection tips, suggested interview questions, and rating forms for your use. Candidates will not be ranked, for we believe it will then be a matter of chemistry between you and the candidates.

We will facilitate the interview process on-site or virtually, based on your preference. We will brief the interview panel at the start of the interviews and will facilitate the process throughout the day. After the last candidate interview, we will assist you in "debriefing" the interview panel members.

As part of our process in evaluating candidates, we make telephone reference checks. In conducting these references, it is our practice to speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. To gain a well-rounded impression of the candidates, we speak with current and prior supervisors, peers and subordinates. These references and our evaluations provide you with a frank, objective appraisal of the candidates. Once we finalize references on the top one or two candidates and conduct credit/criminal/civil litigation/motor vehicle record checks through an outside service, we will provide you with a detailed candidate evaluation report.

3.7 Special Assistance

Our efforts do not conclude with presentation of the final report. We are committed to you until a successful placement is made. Services that are routinely provided include:

- Arranging the schedule of interviews and the associated logistics for final candidates.
- Advising on starting salary, fringe benefits, relocation trends and employment packages.
- Acting as a liaison between client and candidate in discussing offers and counter offers.
- Conducting a final round of reference checking with current employers (if not previously done for reasons of confidentiality).
- Notifying those candidates who were not recommended for interview of the decision. Following up with the client and the selected candidate once he/she has joined the organization to ensure a smooth transition.

4 – OUR CLIENT'S ROLE

The client has a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is the client who must make the decision about which candidate to hire.

In order to insure that the best candidates are available from which to choose, our clients should be willing to do the following:

- Clearly inform us about matters relevant to the search that you wish to keep confidential (e.g., salary, personnel issues, and other privileged information).
- Supply us with the names of people you have previously interviewed/ considered for this position.
- Forward us copies of the resumes you receive, to avoid duplication of effort.
- Provide feedback to Alliance Resource Consulting regarding the information and recommendations provided by us.
- Promptly decide upon and follow up in scheduling interviews with the most promising candidates.
- Assist in providing information to candidates that will enable them to make their career decisions.
- Uphold confidentiality (while respecting relevant state laws about open disclosure) to protect the integrity of the recruitment process, as well as the candidate's involvement.

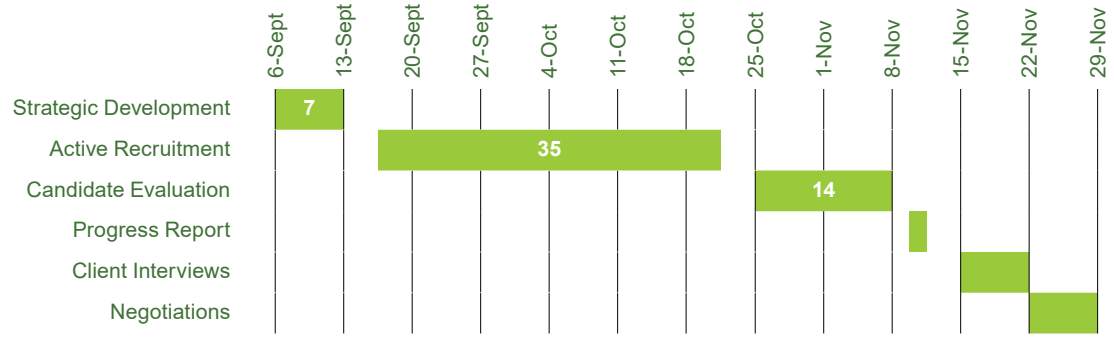
By doing the above, we will maximize the likelihood of mutual success.

Finally, please be reminded that the United States Immigration Reform and Control Act of 1986 requires that all employers verify an employee's eligibility to work in the United States. Since Alliance Resource Consulting cannot serve as your agent in this matter, your hiring process should include this verification procedure.

5 – PROJECTED TIMELINE

The following is a typical schedule to conduct a thorough recruitment. However, we would be pleased to modify this to meet your needs:

1st Week	Meet with the appropriate individuals to gather background information.
2nd - 3rd Week	Develop and obtain approval for the Recruitment Profile. Develop a list of potential candidates to target. Prepare and place advertisements, if desired.
4th - 7th Week	Active recruitment––solicit, receive and acknowledge resumes.
8th - 9th Week	Evaluate resumes and gather supplemental information. Submit progress report and meet with you to review leading candidates.
10th Week	Verify degrees and certifications and interview the best qualified candidates.
11th Week	Submit final report and initiate the interview process with you.
Following Interviews	Conduct references, credit/criminal/civil litigation/motor vehicle record checks, and assist with negotiations.



6 – ALLIANCE ADVANTAGES

6.1 Technology

Alliance Resource Consulting is proud to announce the launch of our new client/candidate management system. This cutting edge system allows candidates to upload their resumes and cover letters on our website with one quick click. (For candidates who wish to email or mail us a hard copy of their resume, we will upload the information for them.) One of the benefits of our system is that it enables our consultants to contact the applicants and clients quickly with accurate and timely information.

In addition, we utilize social media to best market the recruitment. We have active accounts on LinkedIn, Twitter and Facebook. The use of social media allows us to contact our network and "followers" to alert them to our recruitment announcements, informational updates and reminders. It allows us to stay one step ahead of our competitors.

Alliance Resource Consulting is always searching for new ways technology can help us save our client's money. One way we do this is by using Skype, Facetime or Zoom to interview out of area candidates. Our innovative ways have set us apart from our more traditional competitors. We are able to interact with our candidates swiftly and effectively.

6.2 Stakeholder Outreach

Our firm has used several methods, including stakeholder meetings, community forums and surveys, for stakeholder outreach in a number of previous recruitments. For example, for the previous City of San José City Manager recruitment, our consultants facilitated 13 community outreach meetings where citizens were invited to attend and express their opinions about what they were looking for in city manager candidates. For the City of Alexandria's City Manager recruitment, we also met with special interest groups such as business leaders, Chamber of Commerce members and historic preservation groups.

During the recruitment of the City Administrator for the City of Huntington Beach (CA), the consultants met with each councilperson, each department head, conducted an open citizen forum and a forum for a group of stakeholders comprised of two citizens recommended by each councilperson. For the City Manager recruitment conducted for the City of Moreno Valley (CA), the consultants conducted a community panel as well. Our previous experience in stakeholder outreach makes our firm very qualified to conduct the meetings with the Mayor's Office and City Council Members as well as facilitate multiple stakeholder outreach forums throughout the City that your request for proposal outlined.

Lastly, our firm has significant experience in creating community surveys should you wish to provide this option to your community. We have utilized surveys for many of our recruitments and can prepared them in different languages, if required. The surveys can be accessed on-line, or at our office and our client's office.

6.3 Diversity Outreach

Striving for diversity in our recruitments is a hallmark of our firm. We use a variety of sources for outreach to various minority communities to ensure the desired diversity of our candidate pool. In addition to our personal contacts in various minority communities, we advertise our positions in publications that target minorities in government and further publicize the position through minority organizations such as Blacks in Government and the International Hispanic Network. To ensure a diverse pool, we also create a recruiting list of qualified candidates from communities that have a comparable level of diversity as our client's community.

We have created lists for comparable diversity during recruitments for the City Manager for the City of Compton (CA), the City of Tigard (OR), the Assistant City Manager/Chief Operating Officer for the City of Ventura (CA), and the Assistant City Manager for the City of Irvine, CA. The final pool for the City of Irvine included three women among the six finalists. We also collect Equal Employment Opportunity (EEO) information on our candidate pool. This information is accessible to our clients in real time on our company website.

6.4 Weekly Client Updates

Our consultants provide our client contacts written recruitment updates on a weekly basis. These updates include work done that was completed during the week and what we expect to work on the following week.

7 – RECRUITMENT COSTS

We propose a fixed fee of $30,000 for the work outlined above, which includes up to three main meetings: one to develop the Recruitment Profile (which may occur over several days to ensure all stakeholders are included), one to present our Progress Report, and one to attend the first round of candidate interviews. If additional on-site meetings, community meetings, or stakeholder outreach forums are required, an additional fee of $2,000 per meeting will be added. Please note that this amount does not include reimbursement of candidates who travel to be interviewed by you. Unless you notify us to the contrary, we will assume that you will handle these reimbursements directly.

Our fee will be split among four equal invoices. All invoices are due and payable upon receipt. We do NOT base our fees on a percentage of the position's salary.

Our billing schedule on a retained fee (and based not on an hourly rate) is as follows:

1st Billing	Due after Start Meeting	First Phase	$7,500
2nd Billing	Due upon our submittal of a draft recruitment profile	Second Phase	$7,500
3rd Billing	Due after we meet and submit our Progress Report to you	Third Phase	$7,500
4th Billing	Due after the client conducts interviews with finalists	Fourth Phase	$7,500

Please note that this is a standard billing schedule and can be modified as requested.

You may discontinue this assignment at any time by written notification. In the unlikely event that this occurs, you will be billed for all expenses incurred to the date of the cancellation, and for professional fees based upon the time elapsed from the commencement of the assignment to the date of cancellation. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

In the event that the Client hires, within one year of completion of this recruitment project, any candidates identified during the Progress Report as a result of Consultant's recruitment project for any position other than the City Manager, the Client agrees to pay Consultant a fee of $10,000 for each additional candidate hired.

Guarantee

If the selected candidate (recommended by us for hire, and excluding internal candidates) should be terminated within one year from the date of hire, we will conduct a new search at a 25-50% discount from the original fee, in addition to reimbursement for direct expenses related to the new search.

8 – ALLIANCE SUMMARY

Thank you for reviewing our proposal. Should you decide to retain Alliance Resource Consulting for your executive search needs, we will do the following:

- Partner with you and act as an extension of your organization.
- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Conduct a multi-layered candidate screening analysis on the applicants.
- Communicate frequently and on-time with both the client and candidates.

Our firm's motto is "the Power of Partnership" and we are committed to adding value to your organization's goals and mission. We bring an ethical, transparent and well-documented recruitment process to all our clients.

9 – CONTACT INFORMATION

Sean Joyce
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Fax: (562) 901-3082
E-mail: sjoyce@alliancerc.com

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Alliance Resource Consulting LLC

APPENDIX–A
BIOGRAPHIES

Sean Joyce – Regional Director

Sean Joyce has over 30 years of experience in local government. Sean was city manager of the small full-service cities of Sierra Madre and South Pasadena prior to his 2005 appointment as city manager of his hometown of Irvine, CA. He retired from the City of Irvine in 2018.

Over the course of his municipal career, Sean has conducted numerous successful recruitments for Department Heads and other key city positions, including Police Chief, Fire Chief, City Librarian, Assistant City Manager, Public Works Director, Community Services Director, Community Development Director, among others. From his personal experience, he understands the importance of a fully engaged and proactive approach to recruiting the best qualified candidates who are prepared to immediately advance the mission of organizations.

In 2015, Sean was elected by his peers to serve as President of the League of California Cities City Managers' Division. He has also served as President of the League of California Cities' City Managers Divisions of Orange County (2015) and the San Gabriel Valley (1997). In 2007, Sean was recipient of the Irvine Valley College "Alumni of the Year" award and in 2009 received the League of California Cities' "Advancement of Diverse Communities" award.

Sean holds a Bachelor of Arts Degree in Political Science and a Master's Degree in Public Administration from California State University, Fullerton.

Sherrill A. Uyeda – Founding Partner

Sherrill would assist with this recruitment. Sherrill has over twenty years of public sector executive search experience. She began her career in 1998 as an executive search consultant with MAXIMUS. In 2004, she co-founded Alliance Resource Consulting LLC with Eric Middleton.

Sherrill has an impressive track record of recruiting high-profile government executives across the nation in various industries. Additional areas of expertise include facilitating community forums and outreach meetings, conducting multi-lingual citizen surveys, and handling compensation and benefit negotiations.

Sherrill graduated from the University of Southern California, with both a Bachelor of Arts degree in Communication Arts and Sciences and a Master of Public Administration degree. She is a member of the Society for Human Resources Management.

APPENDIX–B
REFERENCES

City of Palm Springs, CA
Name: Stephanie George
Title: Executive Program Administrator
Phone #: (760) 323-8217
Email: Stephanie.George@palmspringsca.gov

City of San Jose, CA
Name: Sharon Zimmerman
Title: Senior Employment Analyst, Human Resources Department
Phone #: (408) 975-1443
Email: sharon.zimmerman@sanjoseca.gov

Ralph Andersen & Associates

August 9, 2021

Mayor Emma Sharif
and Members of the City Council
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

Via Email: kbradford@comptoncity.org

Dear Mayor Sharif and Members of the City Council:

We are pleased to submit this Letter Proposal to recruit for the position of City Manager for the City of Compton. We will ***facilitate the recruitment process*** and professionally ***add value*** to the entire recruitment and selection process.

We anticipate that much of this interaction with the City Council in terms of kick-off activities and initial candidate interviews will be done via video. We would anticipate final interviews may be done in person with social distancing in place.

If selected to conduct this search, the City will have Mr. Fred Wilson, Senior Consultant with Ralph Andersen & Associates, as the Project Director. As a former City Manager with over 35 years of experience including 20 years serving as a City Manager in different communities, Mr. Wilson is highly qualified to be actively involved in this search effort. ***You may recall that Mr. Wilson was retained by the City last year to handle the recruitment for City Controller position.***

As appropriate, and since Mr. Wilson is based in Southern California, he is available to meet in person with the City Council, if desired.

Recent City Manager Related Search Engagements

We believe we have an expansive network in which to draw highly qualified candidates on behalf of the City of Compton. Ralph Andersen & Associates has conducted the following City Manager related recruitments since 2016.

- Allen, TX – City Manager (2019)
- Apple Valley, CA – Town Manager (2018)
- Auburn, CA – City Manager (2017)
- Austin, TX
    - Assistant City Manager for Economic Opportunity & Affordability (2018)
    - Assistant City Manager for Health & Environment / Culture & Lifelong Learning (2018 & 2021)
    - Assistant City Manager for Mobility (2019)
    - Assistant City Manager for Safety (2019)
    - Deputy City Manager (2019)

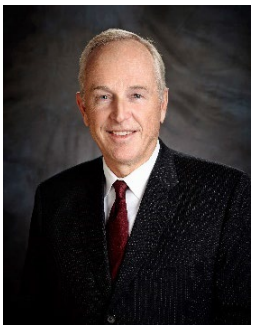
- Barstow, CA – City Administrator (Current Search)
- Belvedere, CA – City Manager (2017)
- Beverly Hills, CA – Deputy City Manager (2019)
- Bishop, CA – City Administrator (2018 & 2020)
- Brownsville, TX – City Manager (2018)
- Buellton, CA – City Manager (2019)
- Burleson, TX – Deputy City Manager (Current Search)
- Calabasas, CA – City Manager (2018 & 2021)
- Carmel-by-the-Sea, CA
    - Assistant City Administrator (2017)
    - City Administrator (Backgrounds) (2016)
- Charlotte, NC
    - Assistant City Manager (2019)
    - City Manager (2016)
- Citrus Heights, CA – City Manager (Current Search)
- Colma, CA – City Manager (2017)
- Corona, CA – City Manager (2019)
- Coronado, CA – City Manager (2021)
- Costa Mesa, CA – City Manager (2019)
- Cupertino, CA – City Manager (2019)
- Delray Beach, FL – City Manager (2019)
- Denton, TX – Assistant City Manager (2019)
- Encinitas, CA – City Manager (2020)
- Fountain Valley, CA – City Manager (2017)
- Goleta, CA – Deputy City Manager (2017 & 2019)
- Green Valley Recreation, Inc. – Chief Executive Officer (2020)
- Indio, CA – City Manager (2021)
- Irvine, CA
    - Assistant City Manager (2016)
    - City Manager (2018)
- La Palma, CA – City Manager (2020)

- La Quinta, CA – City Manager (2019)
- Laguna Niguel, CA – City Manager (2017)
- Lake Forest, CA – City Manager (2017)
- Lawrence, KS – City Manager (2016 & 2019)
- Lewisville, TX – City Manager (Current Search)
- Lincoln, CA – City Manager (Current Search)
- Loomis, CA – Town Manager (2017)
- Los Altos, CA – City Manager (2021)
- Los Banos, CA – City Manager (2016)
- McKinney, TX
    - Assistant City Manager (2017)
    - City Manager (2016)
- Miami Beach, FL – City Manager (2021)
- Mill Valley, CA – City Manager (2020)
- Modesto, CA
    - Deputy City Manager for Operations (2018)
    - Deputy City Manager for Support (2018)
- Monterey, CA – City Manager (2018)
- Moorpark, CA – City Manager (2018)
- Morro Bay, CA – City Manager (2017)
- Nevada City, CA – City Manager (Current Search)
- Norfolk, VA – City Manager (2017)
- Ocean Reef Community Association, FL – President (2019)
- Oakland, CA – City Administrator (2020)
- Pacific Grove, CA – City Manager (2016)
- Palm Desert, CA
    - Assistant City Manager (2019)
    - City Manager (2016 & 2021)
- Paso Robles, CA – Assistant City Manager (2019)
- Pomona, CA – City Manager (2019)
- Powell, OH – City Manager (2020)

- Redlands, CA – City Manager (2019)
- Reno, NV
  - Assistant City Manager (Current Search)
  - City Manager (2017)
- Rialto, CA – City Administrator (2019)
- Sacramento, CA
  - Assistant City Manager (Backgrounds) (2016)
  - Assistant City Manager – Public Safety (2018)
  - Assistant City Manager – Municipal Services (2019)
  - City Manager (2017)
- San Bruno, CA – City Manager (2018)
- Santa Monica, CA – City Manager (2021)
- Sierra Madre, CA – City Manager (Current Search)
- South Jordan, UT – Assistant City Manager (2016)
- South Padre Island, TX – City Manager (2017 & 2019)
- Stockton, CA – Deputy City Manager II (Two Placements) (2020)
- Sugar Land, TX – City Manager (2019)
- Suisun City, CA – City Manager (2019)
- Sun City West, AZ – General Manager (2019)
- The Woodlands Township, TX – President and General Manager (2020)
- Upland, CA – City Manager (Current Search)
- Upper Arlington, OH – City Manager (2019)
- Vancouver, WA
  - Deputy City Manager – Community and Economic Development (2021)
  - Deputy City Manager for Enterprise Services (2021)
- Waxhaw, NC – Town Manager (2017)
- Westlake Village, CA – City Manager (2019)

Project Staffing

Only senior members of Ralph Andersen & Associates are assigned to lead search assignments, ensuring that their broad experience and knowledge of the industry is brought to bear on our clients' behalf. The Project Director on this engagement will be Mr. Fred Wilson



Fred Wilson, Project Director

Mr. Wilson, Senior Consultant with Ralph Andersen & Associates, brings more than 35 years of experience as a local government executive, including 21 years serving as City Manager in two California cities. Working in full-service cities, he brings a strong background in identifying and recruiting top quality executive staff. His skills in identifying, recruiting, and retaining high quality employees and talent management, coupled with succession planning, have contributed significantly to the successes of those organizations. This experience gives Mr. Wilson a unique perspective to identifying high quality candidates that "fit" the organization.

Mr. Wilson has served as Project Director for six City Manager recruitments and two Deputy City Manager recruitments in the past year.

Since joining Ralph Andersen & Associates, Mr. Wilson has completed many successful recruitments and brings a vast network of contacts throughout the region. He has successfully completed searches for executives and professionals for local government organizations including City Managers, Community Development Directors, Public Works Directors, Finance Directors, and other General Managers.

Mr. Wilson's clients have found his knowledge of city management, experience working with City Council members, and expertise in recruitment and selection an asset.

As a long-tenured local government executive, Mr. Wilson has extensive experience in all aspects of governance including organizational development, succession planning, municipal finance, community development, and general management. His experience includes serving in multiple leadership roles in various organizations including the League of California Cities and has been active on various advisory boards throughout his career.

Mr. Wilson holds a Bachelor of Science degree in Urban Planning from Cal Poly Pomona, and a Master's degree in Public Administration from California State University, Northridge.

Mr. Wilson may be reached at (916) 630-4900 or directly on his cell at (714) 421-3258 or via email at fred@ralphandersen.com.

Paraprofessional and Support Staff

Other paraprofessional, graphics, and support staff will provide administrative support to the Search Team on recruitment assignments. These may include Ms. Christen Sanchez, Ms. Diana Haussmann, Ms. Hannah Jones, Ms. Teresa Heple, Ms. Karen AllGood, and Ms. Tina Keller.

Approach to Executive Search

The successful search process relies heavily on person-to-person contact to identify outstanding potential candidates and, in the evaluation phase, to gain a complete understanding of the background, experience, and management style of the top candidates. The executive recruitment techniques used by Ralph Andersen & Associates have been developed and used successfully with hundreds of clients for more than 49 years.

We feel that the key elements of the ***full search*** process, which can be tailored to fit the specific needs of the City, should include:

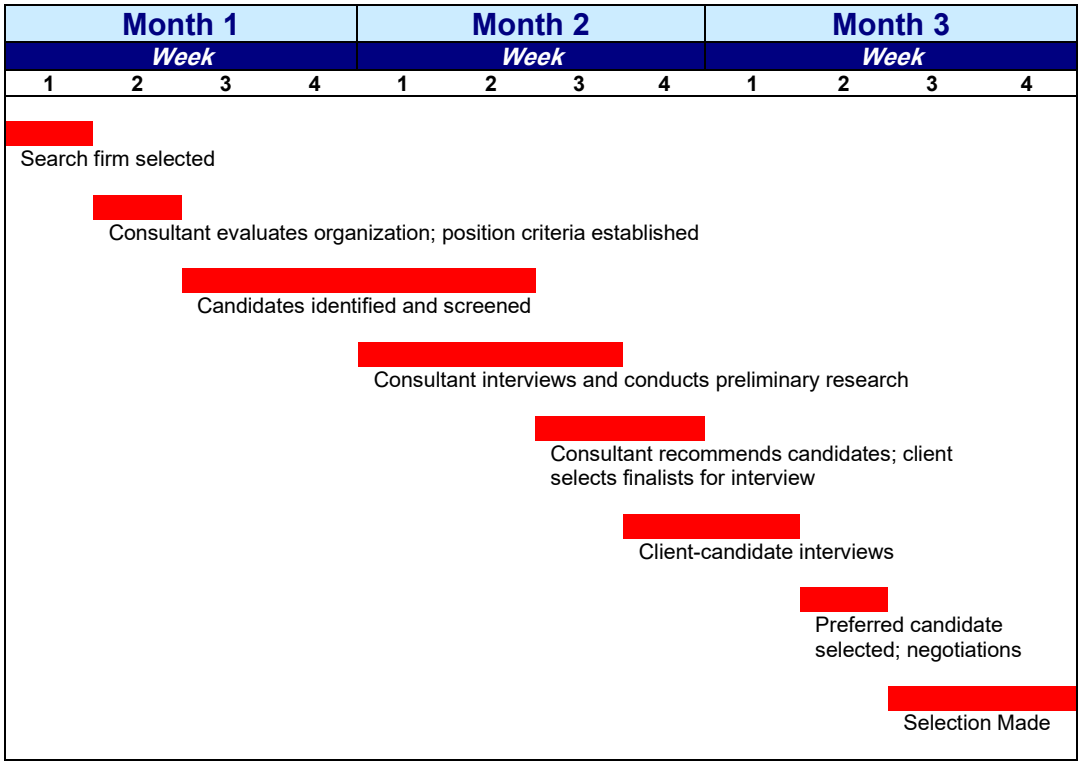
- Developing a comprehensive position profile based upon information obtained in various meetings with the City Council and other designated City staff.
- Reviewing current compensation and recommending changes based upon market and competitive conditions.
- Extensive personal outreach to highly qualified candidates throughout California.
- A marketing strategy that uses selected advertising to supplement the extensive candidate identification process, the Internet, and professional contacts throughout California.
- A screening process that narrows the field of candidates to those that most closely match the needs of the City and is based on screening interviews with the top candidates. Candidates' education, experience, and credentials are matched to the criteria established in the position profile.
- Candidates would be screened via video technology to determine their overall "match."
- Delivering a product in the form of a search report that recommends a top group of candidates and provides the City Council with detailed information about their backgrounds and experience.
- Conduct final background and verifications, including references, on the top candidate.
- Assist in negotiations of offer of employment.
- Close out the search and notify all candidates not selected.

Ralph Andersen & Associates has an outstanding reputation for being thorough and professional in the approach it takes in recruitments. Each candidate's match with the position is based on the individual's own set of professional experiences, management style, education and credentials, and overall fit with the organization and executive leadership.

Project Timing

We anticipate a timeframe of approximately 90 days (or less) from the execution of the agreement between the City and Ralph Andersen & Associates to when the finalists are presented for an interview. Negotiation with the top candidate will take an additional week after finalist interviews.

A brief overview of the recruitment schedule is presented on the following page (schedule does not include transition time by Selected Candidate to join the City).



Project Cost

The recruitment efforts for a new City Manager will be a comprehensive search process with a focus in California. The review of resumes and qualifications will be conducted on all candidates that submit giving the City the ability to select from a broad field of qualified candidates. **The professional services fee (inclusive of expenses*) to perform the City Manager search will be the fixed fee of $32,000.**

***Note** – Expenses included in this fixed fee include such items as advertisements, consultant interaction (kick-off and on-site meetings/interviews by Mr. Wilson), clerical, research, graphic design, printing (documentation submitted using file-sharing software), postage and delivery, verifications and Internet and Lexis/Nexis searches on the top candidates. References will be conducted on the top candidate during the final stage of the process.

Invoicing – Ralph Andersen & Associates will bill the City in four installment payments as follows:

- Following kick-off and finalization of recruitment brochure - $9,600
- After the closing date - $9,600
- After finalist interviews - $9,600
- Upon placement - $3,200

Progress payments will be due upon receipt.

Brochure – A full color digital brochure will be developed for this position. All pictures will be the responsibility of the City. Samples of a wide variety of brochures are available on the firm's website (www.ralphandersen.com).

Exclusions – The City of Compton will be responsible for all candidate expenses related to on-site interviews.

Ralph Andersen & Associates' Guarantee

Ralph Andersen & Associates offers the industry-standard guarantee on our full search services. If, within a one-year period after appointment, the City Manager of the City of Compton resigns or is dismissed for cause, we will conduct another search free of all charges for professional services. The City would be expected to pay for the reimbursement of all incurred expenses.

If a placement is not made in the first outreach effort, the Consultant will conduct a second outreach effort with no charge for Professional Services. The City would be expected to pay for all incurred expenses.

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Should you need any additional information, please feel free to call Mr. Wilson at (916) 630-4900 (office) or directly on his cell phone (714) 421-3258.

Respectfully Submitted,

Ralph Andersen & Associates

Ralph Andersen & Associates

THE HAWKINS COMPANY

CITY OF COMPTON • COMPTON, CA

EXECUTIVE SEARCH SERVICES

CITY MANAGER
08/17/2021

SUBMITTED BY:

THE HAWKINS COMPANY

Bill Hawkins, President & CEO

310-348-8800

bill@thehawkinscompany.com

www.thehawkinscompany.com

Executive Search Consultants
Connecting Leaders; Affecting Change

THE HAWKINS COMPANY

August 17, 2021

CONFIDENTIAL
Kareemah Bradford
Human Resources Department
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

Via Email: kbradford@comptoncity.org

Dear Mayor Sharif and Members of the City Council:

We are extremely pleased to present our firm's proposal to assist the city recruit a new City Manager. .

The Hawkins Company is exceptionally well qualified to assist you with this very important executive search. We have extensive experience recruiting for public sector organizations. Since 1984, we have conducted over 800 executive recruitments for clients in the private, public, and nonprofit sectors.

Our firm has been recognized for its ability to handle the most difficult and complex recruitments. We believe that the key to conducting successful searches for these key positions is achieving a profound understanding of the types of leaders needed to fulfill critical leadership positions. Such strategic personal consulting work is one of our strengths. Our approach is always to build a strong relationship with our client and to provide them with "best in class" talent and executive search services. You will find that we communicate with our client contact representatives frequently, typically by means of bi-weekly conference calls, as our search process unfolds.

Decisions about qualified potential candidates are always made collaboratively, with an open mind and ear to the nuances of the client's needs. We are committed to providing great customer service with timely results.

One key factor which contributes to our success is our "private sector-direct sourcing" approach in conducting public sector recruitments. We believe that the application of private sector recruiting strategies and our industry knowledge will streamline the process and add value to the services we provide.

We offer state-wide coverage in immediately interacting with candidates throughout the state. We also possess a track record of conducting national recruitments and are committed to recruit "best in class" professionals and provide our clients with great customer service.

Yonnine Hawkins Garr will lead our firm's recruitment efforts on behalf of the city. The recruitment will be staffed by other staff, and I will personally assist with this important search with the identification, recruitment, and evaluation of candidates who meet the core competencies for the City Manager position. Please be assured that the full resources of our firm will be employed on behalf of the city.

Please feel free to contact Yonnine Hawkins Garr at 323-252-1655 should you have any questions or need additional information. We look forward to hearing from you.

Sincerely,

William D. Hawkins
President

EXECUTIVE SUMMARY

During the past thirty-seven (37) years, *The Hawkins Company* has been instrumental in completing over 800 executive searches assisting public and private organizations recruit strong and highly effective leaders in senior executive leadership positions. We have a strong public-sector practice where we have worked on behalf of city and county governments, and special districts throughout the United States. Most of our searches are national in scope which has afforded us an opportunity to develop a large database of candidates and sources of candidates throughout the United States. We take great pride in our ability to work effectively on behalf of our clients and our focus is always tailored to the unique staffing objectives and needs of our clients. Our approach is always to build a strong relationship with our client and to provide them with high quality executive search consulting services in a manner that reflects positively on their organization.

We are pleased with our ability to assemble teams of consultants with specific expertise and skills that contribute to the delivery of outstanding recruitment services. **The team's objective is to clearly understand client needs and candidate competencies required to ensure that we identify and recruit "best in class" professionals. As a result, we are often requested to assist clients with their most difficult and challenging recruitments.** We have a solid footprint in recruiting top level change agents and highly skilled transformational leaders to lead urban public agencies, municipalities, and special districts. Furthermore, we have a long history of successfully recruiting top-notch leaders for cities throughout California including the City of Los Angeles and the County of Los Angeles, and the cities of Inglewood, Carson, Long Beach, Santa Monica, Huntington Beach, Vernon, National City and San Diego just to name a few in Southern California.

We have a long history of working with the City of Compton dating back to the late 80's when we recruited both the fire and police chiefs for the city. Subsequently, we recruited the late Larry Moore to replace the City's long serving City Manager, Howard Caldwell. We have a deep understanding of the city, and its culture having conducted numerous searches including the City's current Fire Chief. We also recruited the Compton Unified School District's current superintendent, Dr. Darin Brawley.

Our work experience (over 800 searches) allows us to maintain strong relationships with top level governmental, non-profit, education and private sector executives in most functional and geographical areas, and we will leverage these relationships to ensure that we identify and recruit "best in class" professionals on behalf of the City of Compton. We are experts in recruiting talented executives and maintain a 90% placement rate.

With respect to city manager searches, we have done searches for large cities like Long Beach and Oakland, CA and smaller cities like Inglewood, Carson, Compton, and Fillmore, CA. We are comfortable with our ability to recruit strong talent in this area. Our forte is

working for diverse urban communities. Our extensive contacts and speaking engagements experiences with the International City Managers Association (ICMA), League of California Cities, National Forum of Black Public Administrators (NFBPA), and International Hispanic Network afford us an extensive network of contacts in the city manager field nationally and regionally. Our experience working with elected officials and being responsive to their varied expectations has been one of our key strengths. We are experts in working in complex political environments without becoming political. We help elected officials develop solid strategies to meet their talent acquisition requirements and are trusted advisors. We take matching the needs of the Council with the talent of appropriate candidates without compromising trust and integrity. Our hands-on approach will add significant value to the City of Compton. Our ability to think and operate creatively and work collaboratively with our client partners is a hallmark of our expertise and what we do. Finally, our willingness to deploy adequate staff resources will result in a timely, thorough, and successful executive recruitment for the City of Compton.

BACKGROUND & EXPERIENCE

The Hawkins Company, established in 1984, is a management consulting firm specializing in executive search services. Long recognized as a leader in the field of executive recruitment, *The Hawkins Company* and its team have successfully conducted over 800 senior level talent acquisition assignments for public, private, nonprofit, and educational organizations with a consistent commitment to achieving the staffing objectives of our clients, quality of service, and "best in class," candidate recruiting.

The Hawkins Company is exceptionally well qualified to assist with your talent acquisition needs for the following reasons:

- *The Hawkins Company* is one of the premier MBE, senior level executive search firms in the United States, and offers an unbiased professional approach in successfully completing executive search assignments.

- *The Hawkins Company* utilizes a tailored six-step process in conducting senior level search assignments for Fortune 500 corporations, small and medium size companies, municipalities, public agencies, educational institutions, nonprofits, and start-up organizations.

- *The Hawkins Company* has extensive experience working with elected officials, boards, top administrators, search committees, corporate executives, and human resources professionals in designing and implementing effective recruitment strategies.

- *The Hawkins Company* is committed to diversity, equity, and inclusion and maintains excellent relationships with various professional organizations and associations. *The Hawkins Company* takes pride in its record of promoting diversity, equity, and inclusion at every stage of the recruitment process. The firm has been recognized for its success in diversity recruiting.

- *The Hawkins Company* and its team of consultants have conducted senior level recruitments for a variety of government organizations, in major cities nationally. We are often selected to conduct highly visible, challenging and politically sensitive searches. This is clearly one of our core "sweet spots."

MISSION STATEMENT

The mission of *The Hawkins Company* is to identify, cultivate, recruit, evaluate and deliver best in class executives that meet and exceed our clients' expectations with a commitment to diversity and inclusion. *The Hawkins Company's* objective is always to provide excellent customer service to our clients and to ensure that the candidate experience is exceptional.

The Hawkins Company's core values are:

- Human Capital is the most important asset in any organization.
- Integrity and service are the cornerstones that drives what we do.
- Treat everyone with dignity and respect. Be always open, flexible and adaptable.
- Value our work product, be creative, and innovative while serving both clients and candidates.
- Take pride in what we do and always advocate for diversity, equity, and inclusion.

The Hawkins Company's objective is always to find the best-qualified candidates.
We believe that, although advertisements in professional publications/career job sites may be helpful, many of the best candidates must be sought out and their interest encouraged. Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who might be reluctant to respond to advertisements.
- Identify and recruit highly qualified individuals with an emphasis on candidates from diverse backgrounds.
- Independently and objectively assess the qualifications and suitability of candidates for positions for which we are recruiting.
- Assemble a highly skilled team of recruiters with specific expertise in the industry we are recruiting candidates while using our national network of contacts and relationships to benefit the clients we serve.

DIVERSITY RECRUITING

As a certified Minority Business Enterprise (MBE), *The Hawkins Company* takes pride in its record of promoting diversity and inclusion. The firm was listed in *The Wall Street Journal* as one of twenty search firms nationally that focus on cultural diversity recruiting as a best practice in the 90's. Members of the firm are often quoted by major publications regarding diversity-recruiting practices. Over seventy-five percent (75%) of the firm's placements during the past three years have been people of color and women. *The Hawkins Company's* recruitment team and national contacts allow for the successful identification and recruitment of highly qualified people of color and female candidates. In addition, sixty percent (60%) of the recruitments are nationwide in scope. Furthermore, our firm has a ninety-five percent (95%) placement rate.

The Hawkins Company operates under Equal Opportunity Employment, Americans With Disabilities, and Affirmative Action guidelines in conducting executive search assignments and in contracting.

REPRESENTATIVE SEARCH ASSIGNMENTS

The Hawkins Company is very pleased with its track record of successfully assisting public agencies recruit top-level senior executives. Below is a partial list of city manager and assistant city manager searches our staff has conducted:

CLIENT	SEARCH
City of Berkeley, CA	-Deputy City Manager (2018) -Deputy City Manager (2017)
City of Carson, CA	-City Manager
City of Fillmore, CA	-City of Fillmore
City of Inglewood, CA	-City Manager
City of Long Beach, CA	- City Manager (2020)
City of Oakland, CA	-Assistant City Administrator (2019 -Assistant City Administrator (2018) -City Manager
City of Richmond, CA	-City Manager
City of Richmond, VA	-Chief Administrative Officer (CAO) -Deputy CAO -Deputy CAO
City of San Bruno, CA	-Assistant City Manager (2020)
City of Santa Monica, CA	-Assistant City Manager (COO) -Deputy City Manager (2018)

PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS

City of Austin, TX
City of Baltimore
City of Citrus Heights
City of Benicia
City of Bellevue, WA
City of Carson
City of Compton
City of Kansas City, MO
City of Los Angeles
City of Oakland
City of Pasadena
City of Richmond, VA
City of San Diego
City of San Jose
City of Salinas
County of Alameda
County of Los Angeles
Atlanta-Fulton County
Brooklyn Public Library
California East Bay Municipal Utility District
Las Vegas Valley Water District
Commission Village of Oak Park, IL
City of San Antonio, TX
City of Berkeley
City of Dallas, TX
City of Inglewood
City of Long Beach
City of Lynwood
City of Oceanside
City of Richmond, CA
City of Sacramento
City and County of San Francisco
City of Seattle
City of Santa Monica, CA
County of Contra Costa
County of San Diego
King County, WA
Dallas Area Rapid Transit District Authority
Las Vegas Housing Authority
Long Beach Water Department
Metropolitan Water District of Southern
City of College Park, GA
LA County Transportation

PROJECT MANAGEMENT AND STAFFING

Our team consists of William (Bill) Hawkins, Christine Boulware, Todd Hawkins, Yonnine Hawkins Garr, and Tisa Jones. The team has over seventy-five (75) years of experience in researching and conducting executive recruitments. We have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism, and positive results. Yonnine Hawkins Garr will serve as Project Manager, and we will employ other members of our team as needed. Bill Hawkins will also be active engaged.

William D. Hawkins

Mr. Hawkins is President/CEO and Founder of *The Hawkins Company* and has over thirty (30) years of executive search experience. During his search career, Bill has conducted and/or participated in over 1,200 executive searches. In addition to his extensive executive search experience, he is an industry pioneer in diversity recruiting at senior corporate and government levels. Since launching *The Hawkins Company* in 1984, the firm has conducted over 800 searches for Fortune 500 Companies, government agencies, non-profit organizations, educational institutions, and emerging businesses. Prior to establishing *The Hawkins Company*, Mr. Hawkins spent nine (9) years as a senior member of the world's largest executive search firm, Korn Ferry International. Mr. Hawkins also served as Senior Vice President of the National Economic Management Association, an economic development firm. Other experience includes banking and government service.

Mr. Hawkins is a graduate of Howard University and has lectured extensively on recruiting and human resources issues. He holds membership in numerous business and professional organizations.

Christine Boulware

Chris Boulware serves as a Senior Consultant with *The Hawkins Company and* has over 20 years of experience in executive search and 6 years of senior level financial management experience in state government. She has recruited for newly elected mayors, governors and staffed cabinet level offices for the White House. Her areas of expertise include advocacy groups, education, health organizations, human services, transportation and governmental and quasi-governmental leadership roles. Ms. Boulware also has extensive experience in the areas of public policy, human resources, banking, economic development, engineering, administration, and operations. She also possesses extensive experience recruiting executive talent for large foundations and nonprofits committed to social justice causes including educational equity, criminal justice reform, housing, and health disparities.

Before becoming a professional executive recruiter, Ms. Boulware served for five years in key fiscal and managerial roles with the Commonwealth of Massachusetts. She served as a Senior Budget Analyst with the Massachusetts Bureau of Fiscal Affairs and, subsequently, as Co-Budget Director for the Massachusetts Department of Social Services. In this latter capacity, she was responsible for the administration of a $226 million budget for the Department of Social Services. She also staffed the budget office of this newly created Department and developed policies consistent with the gubernatorial agendas and state administrative policy. In 1992, Ms. Boulware served as an active member of President Clinton's first-term transition search team. She has a bachelor's degree in Political Economy from Sweet Briar College in Virginia.

Yonnine Hawkins Garr

Yonnine Hawkins Garr has been affiliated with *The Hawkins Company* since 2013. Ms. Garr's' executive search work focuses on human resources, financial services, economic development, construction, facility management, and asset management. She also has conducted recruitments for government agencies (city management, public safety, DEI, and transportation) and nonprofits. She recently co-led the City Manager search for the City of Long Beach.

Her background also includes work in real estate development, construction, and real estate asset management. She is a skilled real estate commercial and residential lender, having worked as a bank loan officer. Ms. Garr has also worked in finance for a community development corporation (CDC), Ms. Garr was also a partner in a real estate investment company. She began her career in the mortgage banking and finance industry.

Yonnine is a graduate of the University of California, Irvine (BA), and attended the University of Santa Clara School of Law for one year.

Todd Hawkins

Todd Hawkins has been with *The Hawkins Company* since 2018. Mr. Hawkins serves in two roles at the firm. He concentrates on creating new business development opportunities and he conducts executive searches that focus on community-based nonprofits, corporate development positions and newly formed entrepreneurial enterprises at the C-suite level. He has served on several boards in Southern and Northern California. In his board roles he has chaired and served on several search committees for educational nonprofits. He has spoken nationally on issues related to diversity, equity, and inclusion.

Todd has been an integral part, as a committee chair and search committee member, on board search committees for arts, museums, and educational organizations. He has developed specialized expertise in recruiting fund development executives. In addition to his executive search experience, Todd performs community engagement, brand management, and event management for corporate, government and nonprofit organizations. He is a graduate of the University of California, Los Angeles (UCLA).

Tisa Jones

Tisa Jones is a senior executive search consultant and serves as *The Hawkins Company's* Candidate Engagement and Assessment Manager. She conducts both public sector and nonprofit searches and manages the firm's candidate background and reference process.

Tisa joined *The Hawkins Company* in 2016. Her recruiting and research experience covers human resources, legal, finance, IT and general management. Ms. Jones has played major roles on numerous successful executive search assignments and recently co-led the Chief Race and Equity Officer search for the City of San Diego.

Prior to joining *The Hawkins Company* Tisa managed her family's restaurant business and oversaw human resources, customer service, public relations, and finance, amongst other responsibilities.

Tisa Jones graduated from UC Berkeley with a Bachelor of Arts degree in Interdisciplinary Studies with an emphasis in Mass Communication, Psychology, and Chicano Studies. She is passionate about education and assisting people suffering from homelessness. She served on the Downtown's Women Center's inaugural junior Board from 2016-2018.

THE SEARCH PROCESS

Our assignments follow our well-defined six-step process:

1. DEVELOP A THOROUGH UNDERSTANDING AND ASSESSMENT OF THE CLIENT

This involves meeting with the City Council, and other key stakeholders to ascertain the mission, culture, and goals of the City of Compton. During this phase, a review of organizational structures, backgrounds of executives, official and unofficial lines of authority and responsibility, are conducted. The organization's plans and programs, perceived strengths and weaknesses, and the political climate are discussed. The status of potential internal candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization, which may aid or hinder recruitment, will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the client organization and *The Hawkins Company.*

2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION

In discussions with key executives, personal and professional attributes for the position are established. A recruitment profile is developed that includes a clear description of the recruitment criteria, which will serve as a profile for the ideal candidate. This profile is prepared by *The Hawkins Company*, from information provided by officials who have key relationships with the position to be filled. It is imperative that this position profile consists of realistic requirements and experience levels because it is the standard against which potential candidates are recruited and evaluated.

3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES

During this phase, the objective is to accumulate a strong pool of candidates. We will work with the to identify appropriate candidates. Organizations are targeted as sources of candidates and geographical preferences are established. We will also finalize recruitment plans and timelines.

The Hawkins Company will use various candidate solicitation methods, including direct sourcing based upon industry research, our candidate data bank, and contacts with appropriate professional associations. Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *The Hawkins Company* works closely with the client in developing the search strategy.

4. EVALUATE POTENTIAL CANDIDATES

In addition to the formal advertising and mailings, *The Hawkins Company* uses a private sector- direct sourcing approach in locating candidates who meet the position specifications and have established patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above method, are actively recruited to become candidates, and/or solicited as referral sources. We will review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, will be evaluated against the core competencies established for the position. Reports are prepared and reviewed with the client to select the most appropriate candidates for further consideration. These candidates are interviewed, by *The Hawkins Company*, in two phases. The first phase involves a telephone interview. Based upon information obtained in this interview, a decision is made as to the most appropriate candidates for further consideration. These candidates will then be interviewed in person or by a video conference by *The Hawkins Company*.

Our goal is to formulate a comprehensive understanding of their background, i.e., qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered. Additionally, candidates are evaluated to determine their overall suitability as a member of the client's management team, as well as their strengths and limitations. It is our policy to conduct reference checks, to include job performance, qualifications, and personal history, and ascertain degree verification on all finalists, i.e., professional, educational, and other credentials. We also conduct other background investigations, i.e., criminal record, and investigate other pertinent factors as required for the recruitment.

The most qualified candidates are selected for presentation to the Council. We will prepare a recruitment report which will detail each candidate's background, experience, education, and accomplishments. Reference summaries and *The Hawkins Company's* professional appraisals are also provided on the final candidates.

5. PRESENTATION OF FINAL CANDIDATES

The Hawkins Company works closely with the client and final candidates to arrange personal interviews. If requested, suggested interview questions and rating forms are provided. Additional selection processes such as assessment centers, psychological evaluations, and interview boards are available options. While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment. We maintain a very close relationship with both candidate and client during the offer/acceptance period.

6. CANDIDATE AND CLIENT FOLLOW-UP

After the executive is hired, *The Hawkins Company* meets with the client to evaluate the overall executive recruiting strategy. Our strengths and the level of client satisfaction are assessed, along with those areas needing improvement.

We periodically follow-up with the hired executive to identify any areas of concern and to ensure a lasting relationship

Throughout the search process, The Hawkins Company maintains a close Client-Consultant working relationship which includes periodic status reports.

PROJECT MANAGEMENT APPROACH

The key elements of *The Hawkins Company's* approach to effective project management are developed in the work plan. They include:

- Mutually agreed upon performance targets based on sound partnering principles.
- Realistic time schedule to complete tasks.
- Periodic progress reporting (bi-weekly).
- Immediate client notification of any issues/challenges that are impacting the recruitment.
- Open and honest dialogue between consultant and client at all stages of the search.
- Assigning, managing and coaching staff involved in recruiting activities.
- Internal status discussions regarding the recruitment.
- Documented follow-up between consultant and client at all stages of the recruitment.

All search assignments are tailored to meet the specific client needs and requirements. While we encourage our clients to follow certain best practices within the recruiting profession, we accept and follow the client organization's practices that are part of their standard operating procedures.

The biggest challenge, we encounter in most recruitments, is establishing the "fit" which is a combination of professional and personal attributes; beliefs and values; and the "win win." The project manager's role is to confirm realistic core competencies for the position to be filled with the client. These competencies need to be ranked or prioritized. The competencies become the standard for identifying, recruiting, evaluating, assessing candidates, and managing the assignment. Additionally, the core competencies become the primary quality control mechanism and should form the basis for the hiring decision.

The core competencies are used to rate the candidates' material and determine which individuals will receive additional consideration. Using core competencies, both personal and professional, will reduce the tendency to make subjective hiring decisions and therefore enhance the client's ability to make successful hiring decisions. For a good hire to occur, both the needs of the client and the candidate must be met.

The other area where strong project management can prove beneficial is how you approach the recruitment process. *The Hawkins Company* employs a variety of methods to recruit highly desirable candidates who may not currently be in the job market. They include:

- Personal meetings with a potential candidate to discuss the specifics of the job and address any obstacles.
- Getting other influential members of the profession to encourage reluctant candidates to consider the opportunity. **Peer to peer recruiting is a powerful tool.**
- Having a client representative contact the potential candidate and encourage them to become a candidate has been very helpful. **People enjoy being sought after.**

Being able to assess a candidate is as important as recruiting top level individuals. We use a three-step approach to candidate assessments.

1. Thorough personal interviews to assess skills in relationship to required competencies.
2. Research of literature, public records, news accounts and other sources to ascertain career accomplishments/awards or controversies/problems that will impact the candidate's performance.
3. The 360-degree reference/background investigation includes not only people supplied by candidates, but individuals identified, by the consultant, who are in positions to give candid non-bias impressions. Talking to people who have supervised the candidate, worked with them as peers, and who have served as subordinates gives us the 360-degree perspective that is useful in developing a complete candidate assessment.

The final part of our project management approach includes developing a schedule for formal progress meetings, informal status updates, and mutual feedback regarding the recruitment. Our formal meetings are scheduled as follows:

1. Beginning of the recruitment to develop the work plan.
2. Presentation of the initial recruitment report.
3. Report on the final candidates.

We are always available for additional meetings as needed by the client or consultant. During both formal and informal meetings, we address issues and activities that may require changing the scope or adjusting core competencies. Minor changes are immediately incorporated into the work plan, while major shifts/changes will require consultation between the project manager and the client.

CITY MANAGER
EXECUTIVE SEARCH
TIMELINE

Overview of Proposed Tasks and Timeline

	Proposed Tasks	Proposed Timeline
1.	Initial meetings with the City Council collectively and individually to identify core competencies and recruitment parameters for the position. Identify key information for the profile.	**Week 1-2**
2.	Interview other key stakeholders as identified by our client. Prepare survey for community input. Post survey. Strongly recommend community meetings.	**Week 2**
3.	Present work plan including detailed timeline and survey results. Finalize recruitment profile/brochure and place advertisements.	**Week 3**
4.	Candidate research and recruitment by search consultants. (Usually 6 weeks)	**Week 4-10**
5.	Prepare and submit initial recruitment report to client. Meet with client to select top 6-8 candidates for evaluations.	**Week 11**
6.	Candidate (6-8 shortlisted) screening and evaluations by search consultants including preliminary referencing.	**Week 12-13**
7.	Presentation of report on shortlisted candidates. Council selects candidates for site interviews.	**Week 14**
8	Top candidates participate in interview process. Final candidate selected for additional evaluations by the Council.	**Week 14-15**
9.	The City Council selects and makes job offer to the chosen candidate.	**Week 16**

Adjustments May Be Made To This Timeline As Needed

PROJECT COST

The professional fee for conducting the **City Manager** recruitment is $33,000 and includes a community survey or community meetings to allow input. The expenses for this recruitment include approved consultant/candidate travel/lodging, research and brochure development, report preparation, postage/mailings, and advertisements, and will not exceed $7,000. The cost of the fixed price contract is **$40,000.**

Professional Fee and Estimated Expenses

Item	***Cost:***
Professional Fee	$33,000
Reimbursable Expenses* (estimated)*:	
Advertisement	$ 1,500
Brochure Development/Printing/Mailing	1,500
Background Checks/Research	500
Report Preparation	500
Consultant & Candidate Travel	3,000
Subtotal-Expenses (Not to Exceed)	$ 7,000
Total	**$40,000**

It is our policy and practice to submit monthly invoices for professional fees and expenses. We bill our professional fee in three (3) equal installments. The initial fee of $11,000 will be rendered upon signing a letter agreement/contract. The second installment of 11,000 is rendered after the delivery of our recruitment report. The final installment will be billed once the final candidates are interviewed. Consultant's fees **are not contingent** upon hiring a City Manager candidate, and Consultants shall continue to recruit and present candidates until a suitable individual is selected and hired by the city. The billings will include reimbursable expenses on the assignment, as incurred. Authorized candidate travel is included in the expenses.

We will offer the city six months of executive coaching for the new city manager at a flat fee of $6,000. he cost for other requested services will be billed at the rate of $250 per hour. A community survey or up to three (3) community meetings will be part of the search services provided at no additional cost to the city.

PROJECT GUARANTEE

Should the employee leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only. Additionally, should your organization hire additional candidates referred by *The Hawkins Company* in conjunction with this assignment, a fee of $20,000 per candidate will be charged.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
RALPH ANDERSEN &ASSOCIATES

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 **RALPH ANDERSEN & ASSOCIATES** (hereinafter referred to as **"CONSULTANT"**) located at 5800 Stanford Ranch Road, Suite 410, Rocklin, California 95765, (each a "~~Party~~Party" and collectively, the "~~Parties~~Parties").

RECITALS

WHEREAS, City has a need to employ the services of an experienced and professional firm to provide specialized services requiring unique skills to be performed in connection with executive level recruitment services; and

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

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

WHEREAS, by Resolution No. _____~~25,001~~, adopted on the ___~~23~~rd day of _____, 2021~~April, 2019~~, the City Council authorized the City Manager to enter into a professional services agreement with Consultant to perform and provide executive recruitment services for the position of City Manager of the City of Compton; and ~~issue purchase orders and/or execute contracts wherein the cost is $25,000.00 or less without first obtaining separate authorization from the Council; 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~~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~~Parties that the Consultant shall provide and perform Executive-Level Recruitment; more particularly described in Consultant's **"Letter Proposal ~~for Recruitment Services""~~**, dated August 9, 2021~~July 10, 2020~~, which is incorporated herein; for the City's City Manager ~~Controller~~ position. Services necessary for completion of the City Manager ~~Controller~~ Executive Search Services ("Search") shall include, without limitation the following:

- Develop comprehensive position profile~~Position Analysis~~
- Review current compensation/recommend changes~~Advertising Campaign~~
- Extensive outreach to qualified candidates~~Candidate Identification~~
- Marketing strategy/advertising~~Resume Review and Screening~~
- Screening to narrow field of candidates~~Preliminary Interviews~~
- Search report recommending top group of candidates and backgrounds/experience~~Detailed Reference Checks~~
- Conduct final background/verifications
- Assist in employment negotiations~~Recruitment Report~~
- ~~Client/Finalist Interviews~~

- Final Interview Assistance
-
- Follow-up Correspondence

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

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

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

Fred Wilson, Project Director of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

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

2. Duration of Contract. The Consultant shall commence services requested by the City on execution of this Agreement by the Partiesissuance of Notification to Proceed from the City to Consultant and Consultant shall continue to perform in a diligent and professional manner those services requested and required pursuant to this Agreement until completed, unless this Agreement is extended or otherwise terminated as provided herein. The Consultant anticipates completion of the Search and other services to be 75 to 90 days (or less) from execution of this Agreement to when finalists are presented for interviews. Negotiation with the top candidate will take an additional week after the finalists' interviews.receipt of Notice to Proceed from the City,

Consultant will generally adhere to any schedule set forth by the Consultant's Proposality provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work productWork Product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of theCity's agreed schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant

will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Agreement will be based on an agreed fixed fee of Thirty Two Thousand Dollars ($32,000.00), ~~time and material lump sum basis~~ as specified within Consultant's "Proposal", which is incorporated herein. Unless otherwise agreed by the ~~Parties~~Parties in writing, the total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the ~~Parties~~Parties.

It is understood and agreed between the ~~Parties~~Parties that the maximum compensation authorized for the services provided by the Consultant shall be limited to a not-to-exceed amount of **Thirty ~~wenty~~ Two~~Four~~ Thousand Dollars ($32~~24~~,000.00),** payable in four (4) installment as follows:

- **$9,600~~7,200~~** **Following kick-off and finalization of recruitment brochure**
- **$9,600~~7,200~~** **After closing date**
- **$9,6~~7,200~~0** **After finalist interviews**
- **$3,2~~2,4~~00** **Upon placement**

If Consultant fails to submit required deliverables according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall submit itemized invoices for services completed to the **City Manager** at the following address: **City of Compton, 205 South ~~Willowbrook~~Willow brook Avenue, Compton, California 90220.**

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

4. Ownership of Materials. All product, including materials, information and data prepared, developed or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material and memorandum (the "~~Work Product~~Work Product") shall be the property of City. In the event this Agreement is terminated, all ~~Work Product~~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~~Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such

circumstances City uses, or engages the services of and directs another consultant to use the ~~Work Product~~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~~Work Product. Consultant will not be responsible for deficiencies attributable to modifications of the ~~Work Product~~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~~Work Product.

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

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

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

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

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

apprenticeship. The Consultant agrees to post in conspicuous places, available to employees, applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

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

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

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

10. Hold Harmless. The Consultant shall be responsible for its acts of negligence, and the City shall be responsible for its acts of negligence. The Consultant agrees to indemnify and hold the City harmless from any and all claims, demands, actions and causes of action to the extent caused by the negligent acts of the Consultant, its officers, agents and employees, by reason of the performance of this agreement. This indemnity shall not be construed to require indemnification of others.

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

Coverage's and Limits. Consultant will maintain the types of coverage's and minimum limits indicated below, unless the 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. Not less than $1,000,000 per each occurrence and $2,000,000 general aggregate for bodily injury, personal injury and property damage,

including broad form contractual liability, cross liability, independent contractorscontractors' liability and products and completed operations liability.

11.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of not less than $1,000,000 per accident for bodily injury. This policy shall be endorsed to state that the insurer waives its right of subrogation against the City, its officials, officers, employees and agents.

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

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

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

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

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

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

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

14. Warranties. Consultant represents (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) will exercise the professional standard of care in the performance of the services called for by this Agreement not violate any applicable law, rule or regulation or any proprietary or other right of any third

~~party~~Party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

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

between such laws and ordinances, Consultant shall notify the City in writing and the ~~parties~~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. City will make a determination of fact based upon the ~~work product~~Work Product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all ~~Work Product~~Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a sub-consultant.

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

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

17. Force Majeure. In the event that performance by either ~~party~~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~~Party, and without fault or negligence, said event shall excuse performance by such ~~party~~Party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other

consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

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

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

.c Does not have a proposed debarment pending; and

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____ _____

Name, titleHeather Renschler, President/CEO _____

Date

20. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the PartiesParties 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 PartiesParties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

22. Waivers. The waiver by either ~~Party~~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~~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~~Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

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

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

27. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the ~~parties~~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~~Parties.

28. Notices. Any notices required or permitted under this Agreement shall be effective when (a) delivered personally or via reputable delivery service (e.g. FedEx, DHL, UPS, etc.) or (b) on the fifth (5th) calendar day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.~~delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:~~

To Consultant:

Ralph Andersen & Associates
5800 Stanford Ranch Road, Suite 410
Rocklin, California, 95765
Attn: Fred Wilson, Project Director
(916) 630-4900
(916) 630-4911 - fax
www.ralphandersen.com

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220

Attn: ~~Craig J. Cornwell~~Ronerick D. Simpson, City Manager
(310) 605-5585
(310) 761-1429 - fax.

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

29~~30~~. Miscellaneous. No provision of this Agreement is to be interpreted for or against either ~~party~~Party because that ~~party~~Party or that ~~party~~Party's legal representative drafted such provision.

Should either ~~party~~Party hereto, or any representative, successor or assign of either ~~party~~Party hereto, resort to litigation to enforce the provisions of this Agreement, the ~~party~~Party or ~~parties~~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~~Party or ~~parties~~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.

RALPH ANDERSEN &ASSOCIATES
CONSULTANT

Dated: _____ **By _____**
Name, title~~Heather Renschler, President/CEO~~

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Ronerick D. Simpson~~Craig J. Cornwell~~, City Manager

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**

Alita Godwin, City Clerk