

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

**TUESDAY – SEPTEMBER 14, 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](http://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](http://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/89337389869?pwd=ZXlDSE1XQkpUejRGR0hTRDBSbFVYdz09>

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

**Compton Zoom ID:893 3738 9869**

**Compton Zoom Passcode: 723964**

**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](http://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](mailto:contactcityclerk@comptoncity.org) prior to the meeting for assistance.

**(Zoom is only for Public Comments)**

<https://us02web.zoom.us/j/89337389869?pwd=ZXlDSE1XQkpUejRGR0hTRDBSbFVYdz09>

Meeting ID: 893 3738 9869  
Passcode: 723964  
Call In: 1-669-900-6833

**COMPTON CITY COUNCIL  
AGENDA  
09/14/2021  
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**

**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)

LIABILITY CLAIMS

Claimant: Craig Cornwell

Agency Claimed Against: City of Compton

Pursuant to California Government Code Section 54961

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.

**OPENING**

**REPORT ON CLOSED SESSION ACTION(S)**

**COMMENDATORY RESOLUTIONS/PRESENTATIONS**

1. CHECK PRESENTATION - ASSEMBLYMAN MIKE GIPSON

**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 27, 2021

### **PUBLIC WORKS DEPARTMENT**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO WILLDAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS AND SEWER SERVICE CHARGES IN AN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND, SIX HUNDRED ELEVEN DOLLARS AND EIGHTY SEVEN CENTS (\$26,611.87)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO ONE OR MORE VENDORS (U.S. GAIN [COMPTON] AND CLEAN ENERGY [CARSON]) FOR THE PREPAYMENT OF CNG (COMPRESSED NATURAL GAS) FUEL FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000)

### **WATER DEPARTMENT**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISHING A PURCHASE ORDER FOR AKM CONSULTING ENGINEERS, INC. TO EXPAND THE SCOPE OF SERVICES FOR PROVISIONS OF SUPPLEMENTAL ENGINEERING SERVICES IN PREPARATION OF THE WATER SYSTEM MASTER PLAN UPDATE AND HYDRAULIC MODEL CALIBRATION (\$35,094)

## **REGULAR AGENDA**

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

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

AUDIT AD HOC COMMITTEE

MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES  
REPRESENTATION

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

MAYOR PRO-TEM (COUNCILMAN ISAAC GALVAN)

**CITY MANAGER'S REPORT**

8. TRAVEL REQUEST TO LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO - SEPTEMBER 22-24, 2021 - SACRAMENTO, CA (ACTION ITEM)
9. POWER POINT PRESENTATION - CITY CONTROLLER , DEPARTMENT REVIEW

**NEW BUSINESS**

10. 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
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL WATER DEPARTMENT'S FISCAL YEAR 2021-2022 BUDGET AND APPROPRIATING FOUR MILLION THIRTY EIGHT THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$4,038,723.00) OF AMERICAN RESCUE PLAN ACT FUNDS TO THE OPERATING BUDGET
12. 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
13. 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: 9/21/2021@ 5:30 PM*

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

**JULY 27, 2021**

The Compton City Council meeting was called to order at 6:23 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, R. Simpson**

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### **4:00 P.M. - WORKSHOP - CITY COUNCIL - VALUES, CONDUCT, COMMUNICATION AND POLICY - Presented by: Liebert Cassidy Whitmore**

**City Attorney Damon Brown** and Attorney’s from Liebert Cassidy Whitmore presented a presentation regarding values, conduct, communication and policy.

### **CLOSED SESSION AGENDA ITEM**

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

CONFERENCE WITH LABOR NEGOTIATOR Agency negotiators: Jabari Willis, Ronerick Simpson, Triphenia Simmons and Damon Brown Employee organizations: AFSCME 2325 and SEIU Local 721 Pursuant to Government Code Section 54957.6

### **PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY**

**Robert Ray** raised concerns that he has attended Council meetings for 15 years, but until last week, this is the first time he can recall Compton ever having a temporary appointment of a City Manager. Mr. Ray expressed that whenever a City Manager is needed, an Interim City Manager is appointed until such time that a new City Manager can be appointed.

**Mel Bailey, II** also requested that the City Council appoint an Interim City Manager.

**Paul Scott** questioned the method for allowing citizen input regarding the closed session items, and further noted that the community is not given adequate information to allow for comments and questions.

**Bishop T. Flowers** commented that the City Council should appoint an Interim City Manager, and further suggested that Mr. Frank Sotelo be appointed as Interim City Manager until a Nationwide search can be conducted.

**Mr. Aaron Vorhees** suggested that the City Council not worry about public pressure and make a decision that will provide for the easiest transition of a City Manager and continue to take care of the City’s business.

**Mark Smith** urged the City Council to dispel the notion that something is being ‘conspired’ and urged the Councilmembers to move the City forward and conduct a Nationwide search for a new City Manager.

**City Attorney Damon Brown** requested a closed session to discuss Public Employee Temporary Appointment of City Manager Pursuant to California Government Code Section 54957 and a conference with Labor Negotiators: Jabari Willis, Ronerick Simpson, Triphenia Simmons and Damon Brown Employee organizations: AFSCME 2325 and SEIU Local 721 Pursuant to Government Code Section 54957.6

On motion by Bowers, seconded by Chambers, the City Council recessed to closed session at 6:36 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 Bowers, the Council reconvened at 7:35 p.m. by the following vote on roll call:

**AYES:** Council Members – Chambers, Bowers, Sharif  
**NOES:** Council Members – None  
**ABSENT:** Council Members – Galvan (*Re-joined the meeting at 7:43 p.m.*)

#### **REPORT OUT OF CLOSED SESSION**

**City Attorney Damon Brown** reported out of closed session the following relative to **Labor Negotiations**:

1. By a unanimous affirmative vote of 4-0, Council adopted the following terms stated in the side letter agreement reached between the City and AFSCME Local 2325:
  - Effective July 1, 2020, Community Services Manager position to receive a 10% base salary increase, be transferred to the Executive Group, and continue life insurance at the Chief Executive rate.
  - Effective July 1, 2020, Street Superintendent position to receive a 20% base salary increase
  - Effective January 1, 2020, Project Manager (Public Works Engineering) to receive 10% extra duty pay for additional workload until hiring start date of City Engineer or Senior Civil Engineer
2. By a unanimous affirmative vote of 4-0, Council adopted, in their entirety, the tentative agreements reached between the City and SEIU Local 721 as concerns negotiation of the 2019-2022 Memoranda of Agreement for the Public Safety and Maintenance and Trades units.
3. By a unanimous affirmative vote of 4-0, Council adopted the terms of the side letter agreement reached by the City and SEIU Local 721 Maintenance and Trades Unit which states that for the term of the 2019-2022 MOA, the trigger for parity referenced in Section C of Article 19 shall be a percentage pay amount greater than 0%.
4. By a unanimous affirmative vote of 4-0, Council adopted the terms of the side letter agreement reached by the City and SEIU Local 721 Public Safety Unit which states that for the term of the 2019-2022 MOA, the trigger for parity referenced in Section C of Article 19 shall be a percentage pay amount greater than 0%.

Attorney Brown then indicated that the City Council will return to closed session at the conclusion of the meeting to discuss the temporary appointment of a City Manager.

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

**Ahmadi Williams** commented that the new City Treasurer allowed him to tour his Office. Mr. Williams reported that the Treasurer's vault door is broken and must be secured as soon as possible, along with the plexiglass door. Mr. Williams referenced the City's Building Code which provides for a homeowners' exemption whereby a homeowner is permitted to perform his/her construction projects, however, the City will not allow residents to perform work unless they are a licensed contractor. Mr. Williams indicated that many residents in the community are qualified to do their own work and urged the Council to require less 'regulation' which will greatly assist the residents.

**Ingrid Williams** commented that she came before the City Council last December regarding the need for additional community parking and added that there are serious parking issues in the area of 500 N. Willowbrook Avenue at the Compton Willow Walk. When the community was designed 12 years ago, the Developer did not create sufficient vehicle parking for families with 3 or 4 vehicles, which resulted in vehicles being vandalized while parked in common areas. Ms. Williams further raised concerns that the Central Avenue Project does not possess adequate parking, which will negatively impact the residents in the area.

**Paul Scott**, Firefighter, addressed the issue of accountability, and further questioned if the time limit for public comments could be increased to allow for more input from the community. Mr. Scott then indicated that the Compton Fire Department does not possess full capabilities to address the emergency needs of the community. Several community projects have been approved and other improvements have been made throughout the City, however, the Fire Department remains in dire need of improvement as well as significant apparatus upgrades and proper staffing. Many Firefighters are working 5 days straight with only one day off. Mr. Scott further indicated that the City's Fire Department must be upgraded with the necessary equipment to provide public safety services to the proposed high-rise developments. Mr. Scott concluded by raising concerns relative to the State Controller's Audit.

**Jenn Flores**, representing the District 3 Coalition, praised the City Council's Values, Conduct and Communication Workshop held earlier and urged the Council to begin the meeting on time each Tuesday. Ms. Flores referenced Agenda item Number 15 relative to the Purchase Orders to the Auditors and noted that the June 30, 2021 deadline has passed and the community has not seen any reports regarding the recommendations contained in the Audit. Ms. Flores noted that 90% of the City Controller's financial controls have been deemed inadequate. Ms. Flores indicated that the District 3 Coalition will be meeting on Thursday at Starbucks near the 91 Freeway and urged the community to attend the meeting.

**Robert Ray** spoke regarding agenda item Number 6 (Appointment of District 4 Councilmember) and stated that many residents are requesting that Ms. Lillie Darden, who is highly respected and loved by the citizens, be appointed. Mr. Ray spoke in favor of agenda item Number 12 (Purchase Order for Sully Miller) and encouraged the City to pay the contractor in a timely manner. Mr. Ray concluded by announcing that the highly contagious and deadly Delta variance of the Coronavirus is on the rise and urged every unvaccinated person to get vaccinated.

**Tomas Carlos** raised concerns regarding the illegal vehicle street takeovers performed by the residents in local neighborhoods and requested a faster response time by the Compton Sheriffs to prevent this activity, which is very dangerous and placing the lives of the community in jeopardy. Illegal dumping fines must be increased along with surveillance by portable security cameras which will assist in apprehending those responsible for illegal dumping around the City. Mr. Carlos further raised concerns about the oversized vehicles taking up valuable parking spaces, and concluded by asking how much money has been collected with respect to Measure P and further questioned how the funds have been allocated.

**Charmaine Hays** addressed the City Council regarding the appointment of a 4<sup>th</sup> District Councilperson and requested that the Council give special consideration to Mrs. Lillie Darden, who has a wealth of experience in City administration and also served on various Commissions. Ms. Hays urged the Council to address the serious parking issues associated with the Central Town Home Project and further indicated that the 900 block of South Clymar has been requesting that their street signage be replaced for over 5 years.

**John Tyson** commented that he is a resident of District 1 and noted that the District has never had such responsible leadership and phenomenal representation. Mr. Tyson praised Councilmember Chambers for her service and dedication to the residents.

**Adolpho Varas** invited the community to attend the Compton's Mercadito event on July 31, 2021, at Tomorrow's Aeronautical Museum, 961 West Alondra Blvd. from 10:00 a.m. until 5:00 p.m., in support of small businesses which have been adversely affected by the coronavirus pandemic. Mr. Varas thanked former Councilmember Tana McCoy for her many years of service to the Compton community by being a champion for small businesses.

**Jacqueline Venters** requested that the City address the matters of the Compton Chamber of Commerce receiving \$100,000, which should have been received by her organization and other organizations and groups serving the Compton community. Ms. Venters stated that the Compton Chamber should no longer be able to operate in the City because they are aware of the misuse of funds. Ms. Venters further indicated that lawsuits will be filed to obtain funds that were given to the Compton Chamber and must be returned.

**Bishop T. Flowers** addressed agenda Item Number 6 (Appointment of District 4 Councilmember) and commented that the Ministers and Pastors of Compton would like to see Ms. Lillie Darden appointed to the seat.

**Mr. Aaron Vorhees** spoke of the disrespect and immaturity exhibited by some members of the City Council and emphasized that the Council must serve the community with dignity and respect and empower the citizens. Mr. Vorhees noted that the City must re-purpose the Compton Swap Meet and create jobs and provide incentives to support programs for community improvement. Mr. Vorhees proposed that the Council interact with dignity, respect and love and to empower and uplift the residents.

**Mel Bailey, II** thanked the City Attorney for the informative training session regarding values conduct and communication policy and encouraged the Councilmembers to take heed of the recommendations and guidance provided in the session. Mr. Bailey urged Councilman Galvan to address the needs and concerns of the residents of District 2 and become a voice for the residents. Mr. Bailey urged the City Council to remain in session, rather than taking an August recess, as there is plenty of work for the Council to do to improve the City of Compton.

## **CONSENT AGENDA**

### **APPROVAL OF MINUTES**

1. JUNE 22, 2021  
JUNE 29, 2021 -SPECIAL (*Approved*)

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

2. INVESTMENT REPORT - JUNE 30, 2021 (*Received and filed*)

### **CITY ATTORNEY**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2021-2022 AND 2022-2023 (*Approved Resolution Number 25,527*)

## **CITY CONTROLLER**

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE SOFTWARE LICENSING SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR GOVINVEST, INC. TO EXPAND THE SCOPE OF POST-RETIREMENT HEALTHCARE BENEFIT ACTUARIAL REPORTING SERVICES AND PROVIDE ADDITIONAL COMPENSATION (\$15,630.35) (*Approved Resolution Number 25,528*)

## **CITY FIRE DEPARTMENT**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER TO LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$85,000.00) (*Approved Resolution Number 25,529*)

On motion by Chambers, 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**

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

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

#### **METROPOLITAN WATER DISTRICT (MWD) APPOINTMENT**

On motion by Chambers, seconded by Galvan, **Councilman Galvan** was appointed to the **Metropolitan Water District** by the following vote on roll call:

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

#### **CITY COUNCIL - DISTRICT 4 APPOINTMENT**

It was moved by Galvan, seconded by Bowers, that Joel Estrada be appointed to serve as City Councilmember for District 4. The motion failed by the following vote on roll call:

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

On motion by Mayor Sharif (who stepped from the Chair), seconded by Chambers, **Lillie Darden** was appointed as the Councilmember for the District 4, by the following vote on roll call:

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

**Councilman Galvan** requested that the meeting be recessed to allow Ms. Darden to be sworn in as District 4 Councilmember.

**City Clerk Alita Godwin** indicated that the swearing in process must be conducted during normal business hours, moreover, City Hall is currently closed. City Clerk Godwin assured the City Council that she would contact Ms. Darden to arrange for her to be sworn in as soon as possible.

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

7. A REQUEST TO SCHEDULE A WORKSHOP - INVESTMENT OPTIONS FOR THE CITY'S PENSION FUND (September 7, 2021, at 4:00 p.m.)

On motion by Chambers, seconded by Bowers, the workshop was scheduled for September 7, 2021, at 4:00 p.m. by the following vote on roll call:

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

8. A REQUEST TO SCHEUDLE A JOINT PUBLIC HEARING FOR CONSIDERATION OF APPROVAL OF A PURCHASE AND SALES AGREEMENT BETWEEN OLSON URBAN HOUSING, LLC AND THE CITY OF COMPTON - 250 NORTH CENTRAL AVENUE (September 21, 2021, at 6:15 p.m.)

On motion by Galvan, seconded by Chambers, the joint public hearing was scheduled for September 21, 2021, 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

9. A REQUEST FOR TRAVEL: INDEPENDENT CITIES ASSOCIATION 61ST ANNUAL SUMMER SEMINAR - AUGUST 26-29, 2021, SANTA BARBARA, CA. (Councilmembers: M. Chambers, I. Galvan, J. Bowers and Mayor E. Sharif) - Action Item

It was moved by Galvan, seconded by Bowers, that the travel request be approved.

**Mayor Sharif** indicated that she would not be attending the Summer Seminar.

**Councilman Galvan** offered an amended motion to include Councilmember Lillie Darden's attendance and exclude Mayor Sharif.

The motion was approved by the following vote on roll call:

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

### **UNFINISHED BUSINESS**

10. 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 Chambers, seconded by Galvan 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 Chambers, seconded by Mayor Sharif (who stepped from the Chair) that the ordinance be adopted.

**Assistant City Manager Michael Antwine** explained that this item will simply approve the zone change.

**Councilman Bowers** commented that all the issues from the residents have not been resolved and added that they do not wish to move forward with the project.

Assistant City Manager Michael Antwine indicated that traffic congestion and street improvement were addressed by the Developer.

**John Reekstin**, Olson Company, indicated that he met with the neighborhood association this past Sunday and further offered the following key elements to address the concerns of the community:

1. Olson Company will not permit truck traffic onto neighborhood streets and entire on Central.
2. Olson Company will work with neighbors on 134<sup>th</sup> Street and Stockwell to mitigate those impacted by construction noise, dust, traffic, etc. and also provide free vehicle washing of resident vehicles to offset any and all issue they face during construction dust mediation and control.
3. Neighborhood streets in the area will be reconstructed

**Attorney Brown** indicated that the City Council previously approved this development and added that the proposed item is simply bringing the Zoning ordinance into compliance with the General Plan.

**Councilmember Chambers** questioned whether the City may consider the option of permit parking to address the concerns of the residents.

The motion failed by the incomplete vote on roll call:

**AYES:** Council Members – Chambers  
**NOES:** Council Members – None  
**ABSENT:** Council Members – Galvan  
*(Bowers and Sharif did not vote)*

Councilmembers Chambers and Sharif withdrew their motion and second, respectively.

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGE OF ZONE CASE NO. 2020-004, A REQUEST TO CHANGE THE ZONING CLASSIFICATION OF 501-545 EAST COMPTON BOULEVARD, 601-625 EAST COMPTON BOULEVARD, 112 NORTH WILLOW AVENUE AND 107 NORTH SANTA FE AVENUE, FROM LIMITED COMMERCIAL (CL), PARKING/HIGH DENSITY RESIDENTIAL (PRH) TO SPECIFIC PLAN (SP) (Second Reading) *(Item removed from consideration per City Staff)*

## **NEW BUSINESS**

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RELIEVING EBS GENERAL ENGINEERING OF ITS BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE 2A (\$6,465,000)

On motion by Chambers, seconded by Bowers, **Resolution Number 25,530** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RELIEVING EBS GENERAL ENGINEERING OF ITS BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE ANNUAL RESIDENTIAL STREET REHABILITATION PROJECT, CIP# 18-01, PHASE 2A**' was adopted by the following vote on roll call:

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO WINNER CHEVROLET, INC., FREEWAY TOYOTA OF HANFORD AND SELMA HONDA FOR THE PROCUREMENT OF FLEET VEHICLES (\$3,163,001)

On motion by Galvan, seconded by Chambers, **Resolution Number 25,531** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO WINNER CHEVROLET, INC., FREEWAY TOYOTA OF HANFORD AND SELMA HONDA FOR THE PROCUREMENT OF FLEET VEHICLES**' was adopted by the following vote on roll call:

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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCINDING RESOLUTION NO. 25,441 CANCELING THE PURCHASE ORDER ESTABLISHED FOR ELK GROVE AUTO GROUP AND AUTHORIZING THE RE-ISSUANCE OF PURCHASE ORDERS TO WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PURCHASE OF FLEET VEHICLES (\$437,211)

On motion by Chambers, seconded by Bowers, **Resolution Number 25,532** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS, RESCINDING RESOLUTION NO. 25,441 CANCELING THE PURCHASE ORDER ESTABLISHED FOR ELK GROVE AUTO GROUP AND AUTHORIZING THE RE-ISSUANCE OF PURCHASE ORDERS TO WINNER CHEVROLET, INC. AND FREEWAY TOYOTA OF HANFORD FOR THE PURCHASE OF FLEET VEHICLES**'

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

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH EADIE AND PAYNE, LLP TO EXPAND THE SCOPE OF PROFESSIONAL INDEPENDENT AUDITING SERVICES AND ESTABLISH A PURCHASE ORDER (\$605,950)

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

**City Controller Sharon R. Navizadeh** presented background information regarding the item.

**Ms. Hong Nguyen from Eadie & Payne** provided an update regarding the City's auditing services.

**Councilman Galvan** raised concerns that the City is not going out for Requests For Proposals relative to the item.

There was discussion among the City Council and City Controller regarding the unpaid invoices.

After further discussion, the item was removed from the agenda for additional information and further review.

Councilmembers Chambers and Bowers withdrew their motion and second, respectively.

**MOTION TO EXTEND THE MEETING PAST THE 4-HOUR MARK**

On motion by Galvan, seconded by Chambers, at 10:12 p.m. the meeting was extended beyond the 4-hour meeting time mark by the following vote on roll call:

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

**NOES: Council Members – None**

**ABSENT: Council Members – None**

**COUNCIL COMMENTS**

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

- Requested that the City remove all the illegally abandoned cars around the City.
- Indicated that the corner of Aranbe Avenue and Arbutus Street is in dire need of a 4-way STOP sign.
- Congratulated her brother, **Michael K. Williams**, on his Emmy nomination.
- Requested that the City Council meeting be adjourned in memory of **Dewayne Dunn**.

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

- Thanked everyone for attending his Annual Backpack Giveaway and further thanked all the many sponsors for their generosity, especially Compton native NFL Superstar Keisan Nixon.
- Thanked Martha Barajas of United Hands for serving the community with free groceries.

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

- Remarked that he participated in a meeting with the Compton Sheriff's to discuss improving community relations between the Department and the Compton community and also provide for a strategy to address the illegal street takeovers.

- Emphasized the importance of the City maintaining video surveillance cameras of the “hotspot” areas of Compton to combat illegal dumping and other criminal activity.
- Requested that the City replace the missing street signs and street sweeping notifications in District 3,

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

- **Mayor Sharif** announced that Caltrans is making an investment in local grant programs to improve streets, parks and public transit, and added that a workshop will be held in the coming months.
- **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.

**RECESS TO CLOSED SESSION**

On motion by Chambers, seconded by Galvan, the Council voted to recess to closed session at 10:41 p.m. by the following vote on roll call:

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

**RECONVENE TO OPEN SESSION**

On motion by Chambers, seconded by Galvan, the Council reconvened at 11:13 p.m. by the following roll call vote:

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

**City Attorney Brown** reported that with regard to Public Employment—City Manager, by an affirmative vote of 3-1, the City Council extended appointment of Ronerick Simpson as City Manager through July 29, 2021, under the same terms and conditions as the initial appointment.

The roll call vote was as follows:

**Councilmembers Ayes:** Galvan, Bowers, Sharif  
**Councilmembers Noes:** Chambers

**RECESS**

It was moved by Chambers, seconded by Mayor Sharif (who stepped from the Chair), the meeting was recessed to July 29, 2021 at 5:30 p.m., in memory of **Gregory Alexander** and **Yolanda Harris**, by the following vote on roll call:

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

(The City Council recessed at 11:16 p.m.)



September 14, 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 ISSUE A PURCHASE ORDER TO WILLDAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS AND SEWER SERVICE CHARGES IN AN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND, SIX HUNDRED ELEVEN DOLLARS AND EIGHTY SEVEN CENTS (\$26,611.87)**

### **SUMMARY**

Adoption of this resolution will authorize the City Manager to issue a purchase order to Willdan Financial Services for the annual administration of the Landscape and Lighting District Assessments and Sewer Service Charges in an amount not to exceed \$26,611.87.

### **BACKGROUND**

The City of Compton annually levies and collects special assessments in order to maintain the improvements that provide special benefit to properties within the Compton Landscape and Lighting District No. 1 (the "District"). Assessments are levied annually for the District pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act").

The City also assesses a Sewer Service Charge used for the maintenance of the existing sanitary sewer system and repayment of a portion of the sewer bonds previously issued for reconstruction of the City's sewer system. Maintenance includes the repair or replacement of damaged mains, manholes and appurtenant structures in order to maintain the system for the health, safety and welfare of the parcels charged within the City.

On March 13, 2018, pursuant to Resolution No. 24,748, City Council authorized the City Manager to enter into a three (3) year professional service agreement in the amount of \$32,600 annually with Willdan Financial Services for the annual administration of the Landscape and Lighting District Assessments and Sewer Service Charges for Fiscal Years 2018-2019, 2019-2020, and 2020-2021, with two (2) one-year renewal options.

### **STATEMENT OF ISSUE**

During Fiscal Year 2020-2021, the City of Compton was authorized to pay Willdan Financial Services in the amount of Thirty Two Thousand, Six Hundred Dollars (\$32,600.00) for the 2020-2021 annual administration of Landscape and Lighting District Assessments and the Sewer Service Charges pursuant to Resolution No. 24,748.

**Staff Report - Willdan Financial Services**  
**Purchase Order Request**  
**September 14, 2021**

The Public Works Engineering FY2020-2021 budget did not include funding for the Landscape and Lighting District Assessments in the amount of \$16,300 and the Senior Exemption Letters in the amount of \$10,311.87. The City is required to pay an additional \$10,311.87 annually to Willdan Financial for the mailings of the City of Compton Senior Exemption Letters for FY 2020-2021 Sewer Service Charge assessment. Each year an assessment (\$54) for the maintenance of the City of Compton Sewer system is placed on the Property Tax Bill by Los Angeles County Tax Collector's Office. However, the fee is waived for senior citizens and disabled residents of the City. However, the cost of the mailings was not included as part of Willdan's original scope of services. City staff therefore is requesting to issue a purchase order in the amount of \$26,611.87 in order to pay the invoices due to Willdan Financial Services for services rendered.

**FISCAL IMPACT**

Funds in the amount of Twenty Six Thousand Six Hundred Eleven Dollars and Eighty-Seven Cents (\$26,611.87) are available in the Public Works 2021-2022 fiscal year budget as follows:

| <b><u>Account Number</u></b> | <b><u>Description</u></b>   | <b><u>Amount</u></b>      |
|------------------------------|-----------------------------|---------------------------|
| 2502-710-000-4262            | Other Professional Services | \$16,300.00               |
| 1001-710-000-4262            | Other Professional Services | <u>\$10,311.87</u>        |
|                              |                             | <b><u>\$26,611.87</u></b> |

Therefore, in order for the City Manager to issue a purchase order to Willdan Financial Services in the amount of Twenty Six Thousand Six Hundred Eleven Dollars and Eighty Seven Cents (\$26,611.87), City Council's authorization is necessary.

**ALTERNATIVE**

None recommended.

**RECOMMENDATION**

Therefore, City staff recommends that the City Council adopts 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 ISSUE A PURCHASE ORDER TO WILLDAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT ASSESSMENTS AND SEWER SERVICE CHARGES IN AN AMOUNT NOT TO EXCEED TWENTY SIX THOUSAND SIX HUNDRED AND ELEVEN DOLLARS AND EIGHTY SEVEN CENTS (\$26,611.87)**

**WHEREAS**, adoption of this resolution will authorize the City Manager to issue a purchase order to Willdan Financial Services for the annual administration of the Landscape and Lighting District Assessments and Sewer Service Charges in an amount not to exceed \$26,611.87; and

**WHEREAS**, the City of Compton annually levies and collects special assessments in order to maintain the improvements that provide special benefit to properties within the Compton Landscape and Lighting District No. 1 (the "District") and assessments are levied annually for the District pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "1972 Act"); and

**WHEREAS**, the City also assesses a Sewer Service Charge used for the maintenance of the existing sanitary sewer system and repayment of a portion of sewer bonds previously issued for reconstruction of the City's sewer system; and

**WHEREAS**, maintenance includes the repair or replacement of damaged mains, manholes and appurtenant structures in order to maintain the system for the health, safety and welfare of the parcels charged within the City; and

**WHEREAS**, on March 13, 2018, pursuant to Resolution No. 24,748, City Council authorized the City Manager to enter into a three (3) year professional service agreement in the amount of \$32,600 annually with Willdan Financial Services for the annual administration of the Landscape and Lighting District Assessments and Sewer Service Charges for Fiscal Years 2018-2019, 2019-2020, and 2020-2021, with two (2) one-year renewal options; and

**WHEREAS**, during Fiscal Year 2020-2021, the City of Compton was authorized to pay Willdan Financial Services in the amount of Thirty Two Thousand, Six Hundred Dollars (\$32,600.00) for the 2020-2021 annual administration of Landscape and Lighting District Assessments and the Sewer Service Charges pursuant to Resolution No. 24,748; and

**WHEREAS**, the Public Works Engineering FY2020-2021 budget did not include funding for the Landscape and Lighting District Assessments in the amount of \$16,300 and the Senior Exemption Letters in the amount of \$10,311.87; and

**WHEREAS**, the City is require to pay an additional \$10,311.87 annually to Willdan Financial for the mailings of the City of Compton Senior Exemption Letters for FY 2020-2021 Sewer Service Charge assessment; and

**WHEREAS**, each year an assessment (\$54) for the maintenance of the City of Compton Sewer system is placed on the Property Tax Bill by Los Angeles County Tax Collector's Office and the fee is waived for senior citizens and disabled residents of the City, however the cost of the mailings was not a part of Willdan's original scope of services; and

**WHEREAS**, city staff is requesting to issue a purchase order in the amount of \$26,611.87 in order to pay the invoices due to Willdan Financial Services for services rendered; and

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE 2**

**WHEREAS**, funds in the amount of Twenty Six Thousand Six Hundred Eleven Dollars and Eighty Seven Cents (\$26,611.87) are available in the Public Works 2021-2022 fiscal year budget as follows:

| <u>Account Number</u> | <u>Description</u>          | <u>Amount</u>       |
|-----------------------|-----------------------------|---------------------|
| 2502-710-000-4262     | Other Professional Services | \$16,300.00         |
| 1001-710-000-4262     | Other Professional Services | <u>\$10,311.87</u>  |
|                       |                             | <b>\$26,611.87;</b> |

and

**WHEREAS**, in order for the City Manager to issue a purchase order to Willdan Financial Services in the amount of Twenty Six Thousand Six Hundred Eleven Dollars and Eighty Seven Cents (\$26,611.87), 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 issue a purchase order to Willdan Financial Services for the annual administration of the Landscape and Lighting District Assessments and Sewer Service Charges in an amount not to exceed \$26,611.87.

**SECTION 2.** That funds in the amount of Twenty Six Thousand Six Hundred Eleven Dollars and Eighty Seven Cents (\$26,611.87) are available in the Public Works 2021-2022 fiscal year budget as follows:

| <u>Account Number</u> | <u>Description</u>          | <u>Amount</u>      |
|-----------------------|-----------------------------|--------------------|
| 2502-710-000-4262     | Other Professional Services | \$16,300.00        |
| 1001-710-000-4262     | Other Professional Services | <u>\$10,311.87</u> |
|                       |                             | <b>\$26,611.87</b> |

**SECTION 3.** That funding for the remaining fiscal years for the Sewer Exemption mailings in the amount of \$10,311,87 will be allocated in future year budgets.

**SECTION 4.** That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Departments.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**RESOLUTION NO. \_\_\_\_\_**  
**PAGE 3**

**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 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**

**September 14, 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 ONE OR MORE VENDORS (U.S. GAIN [COMPTON] AND CLEAN ENERGY [CARSON]) FOR THE PREPAYMENT OF CNG (COMPRESSED NATURAL GAS) FUEL FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000)**

### **SUMMARY**

This resolution will authorize the City Manager to establish a purchase order for U.S. Gain (Compton) or Clean Energy (Carson) fuel company for the pre-payment of CNG (Compressed Natural Gas) fuel for the City's Fleet in an amount not to exceed Five Thousand Dollars (\$5,000.00).

### **BACKGROUND**

The Public Works Street Maintenance Department ("Department") - Fleet Division undertakes the responsibility of the operation of all vehicles and equipment within its Fleet. Some vehicles and equipment require CNG (Compressed Natural Gas) fuel to operate. The City's current fueling station which is located at 458 N. Alameda Street, provides regular and diesel fuel only.

### **STATEMENT OF THE ISSUE**

The Public Works Street Maintenance Department ("Department") – Fleet Division has the need to provide Compressed Natural Gas (CNG) for certain vehicles and equipment within its Fleet. The City's fueling station located at 458 N. Alameda Street provides only regular and diesel fuel. In order to operate other vehicles and equipment in the Fleet (i.e. senior transportation buses, utility vans and landscape equipment) the purchase of CNG fuel is needed.

The Department contacted several CNG fuel providers to obtain payment options:

- California Clean Fuels, 15330 Woodruff Avenue, Bellflower, CA (credit card only)
- Speedy Fuel, 1492 S. Lorena Street, Los Angeles, CA (credit card or cash)
- Southern California Gas Company, Compton, CA (credit card or fleet credit card)
- Clean Energy, 23934 Figueroa Street, Carson, CA (credit card, fleet card and pre-payment option)
- U.S. Gain, 435 E. Weber Avenue, Compton, CA (credit card, fleet card and pre-payment option)

Most of the fuel providers we contacted require the City to utilize a credit card. Credit card usage at the City is limited to the City Manager's use only. Both U.S. Gain and Clean Energy have both agreed to accept pre-payment for CNG fuel.

Record Keeping:

- Staff will require employees that are authorized to purchase CNG fuel to present receipts after purchase.
- Staff will keep an ongoing record of (1) How much fuel was purchased, (2) What vehicle was fueled, (3) When the fuel purchased and (4) Who (employee) purchased the fuel.

**FINANCIAL IMPACT**

Funding in the amount of \$5,000.00 (Five Thousand Dollars) is available in the Fiscal Year 2021-2022 budget in Account No. 6000-720-000-4228 (Fleet).

**RECOMMENDATION**

Staff recommends that City Council adopt the attached Resolution.

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

**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 ISSUE A PURCHASE ORDER TO ONE OR MORE VENDORS (U.S. GAIN [COMPTON] AND CLEAN ENERGY [CARSON]) FOR THE PREPAYMENT OF CNG (COMPRESSED NATURAL GAS) FUEL FOR THE CITY’S FLEET IN AN AMOUNT NOT TO EXCEED FIVE THOUSAND DOLLARS (\$5,000)**

**WHEREAS**, the Public Works Street Maintenance Department (“Department”) - Fleet Division undertakes the responsibility of the operation of all vehicles and equipment within its Fleet; and

**WHEREAS**, some vehicles and equipment require CNG (Compressed Natural Gas) fuel to operate; and

**WHEREAS**, in order to operate other vehicles and equipment in the Fleet (i.e. senior transportation buses, utility vans and landscape equipment) the purchase of CNG fuel is necessary; and

**WHEREAS**, the Department contacted several CNG fuel providers to obtain payment options:

- California Clean Fuels, 15330 Woodruff Avenue, Bellflower, CA (credit card only)
- Speedy Fuel, 1492 S. Lorena Street, Los Angeles, CA (credit card or cash)
- Southern California Gas Company, Compton, CA (credit card or fleet credit card)
- Clean Energy, 23934 Figueroa Street, Carson, CA (credit card, fleet credit card or pre-payment option)
- U.S. Gain, 435 E. Weber Avenue, Compton, CA (credit card, fleet credit card or pre-payment option)

**WHEREAS**, most fuel providers require the City to utilize a credit card for the purchase of CNG fuel; and

**WHEREAS**, credit card usage at the City is limited to the City Manager’s use only; and

**WHEREAS**, U.S. Gain and Clean Energy have both agreed to accept pre-payment for CNG fuel purchases; and

**WHEREAS**, funds for this expenditure are allocated 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 is hereby authorized to establish a purchase order in an amount not to exceed \$5,000.00 (Five thousand Dollars) to one or more vendors (U.S. Gain and Clean Energy) for the pre-payment to purchase CNG (Compressed Natural Gas) fuel.

**Section 2.** That funds for this expenditure are allocated in the Department’s Fiscal Year 2021-2022 Budget in Account Number 6000-720-000-4228 (Fleet).

**Section 3.** That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and Public Works – Street Maintenance 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    )       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 14, 2021**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: GENERAL MANAGER  
COMPTON MUNICIPAL WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COMPTON AMENDING THE PROFESSIONAL SERVICES  
AGREEMENT WITH AND ESTABLISHING A PURCHASE ORDER  
FOR AKM CONSULTING ENGINEERS, INC. TO EXPAND THE  
SCOPE OF SERVICES FOR PROVISION OF SUPPLEMENTAL  
ENGINEERING SERVICES IN PREPARATION OF THE WATER  
SYSTEM MASTER PLAN UPDATE AND HYDRAULIC MODEL  
CALIBRATION (\$35,094)**

### **SUMMARY**

Adoption of the attached resolution will authorize the City Manager to enter into a first (1<sup>st</sup>) amendment to the Professional Services Agreement with and establish or supplement a purchase order in the amount of Thirty Five Thousand Ninety Four Dollars (\$35,094.00) for AKM Consulting Engineers Inc. ("AKM") to expand the scope of services for provision of supplemental engineering services in preparation of the Water System Master Plan Update and Hydraulic Model Calibration.

### **BACKGROUND**

The Compton Municipal Water Department ("Department") is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The water system consists of approximately 156 miles of water mains, 1,000 fire hydrants, 1,000 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station.

Pursuant to Resolution No. 24,970, adopted by the City Council on March 19, 2019, the City entered into a professional services agreement with AKM for engineering services for preparation of the Water System Master Plan Update and Hydraulic Model Calibration. Even though the agreement was executed by the parties, it was discovered that inadvertently a purchase requisition was not completed in Fiscal Year 2018-2019, thus funds were not encumbered for the expenditure, resulting in delay in commencing the project.

In order to cure this omission, on January 14, 2020, the City Council adopted Resolution No. 25,191, wherein Resolution No. 24,970 was rescinded, the professional services agreement between the City and AKM was authorized/ratified and a purchase order in the authorized amount of \$115,440.00 for preparation of the Water System Master Plan

Update and Hydraulic Model Calibration was established from funds appropriated in the Department's 2019-2020 Fiscal Year budget.

### **STATEMENT OF ISSUE**

In February 2020, at the project commencement kick-off meeting between staff and AKM it was discovered that a calibrated hydraulic model of the water system could not be developed based on the original scope of services due to a lack of system information through the City's Supervisory Control and Data Acquisition ("SCADA") system. Staff was subsequently able to provide additional information to AKM to formulate a calibration program and develop a budget for the extra work needed.

The supplementary engineering services consists of providing two (2) pressure data loggers for tracking reservoir levels, Meter Masters for tracking water use at 8 wells, retrieving and processing the data, and using it in calibrating the hydraulic model. Also included in the supplemental services is additional project management time due to the delays in implementing the work, as well as an approximately 6% rate increase, revising the total budget for the project from \$115,440.00 to \$150,534.00.

Staff seeks Council authorization to amend the current agreement to expand the scope of services and establish (or supplement) a purchase order in the amount of \$35,094.00 for the needed supplementary professional engineering services in order to commence and complete this project.

### **FINANCIAL IMPACT**

Funds for this expenditure in the amount of Thirty Five Thousand Ninety Four Dollars (\$35,094.00) are allocated in the Department's Fiscal Year 2021-2022 Budget in Account No. 5000-900-000-4262.

### **RECOMMENDATION**

Staff recommends that the City Council adopt the attached 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  
AMENDING THE PROFESSIONAL SERVICES AGREEMENT WITH AND  
ESTABLISHING A PURCHASE ORDER FOR AKM CONSULTING  
ENGINEERS, INC. TO EXPAND THE SCOPE OF SERVICES FOR PROVISION  
OF SUPPLEMENTAL ENGINEERING SERVICES IN PREPARATION OF THE  
WATER SYSTEM MASTER PLAN UPDATE AND HYDRAULIC MODEL  
CALIBRATION (\$35,094)**

**WHEREAS**, the Compton Municipal Water Department (“Department”) is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The water system consists of approximately 156 miles of water mains, 1,000 fire hydrants, 1,000 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station; and

**WHEREAS**, a Water System Master Plan will evaluate the water system facilities and prioritize rehabilitation or replacement based on age, and/or ability to provide adequate hydraulic capacity; and

**WHEREAS**, the water system facilities require regular updates to provide safe and adequate water supply for drinking, economic development growth and for firefighting purposes; and

**WHEREAS**, pursuant to Resolution No. 24,970, adopted by the City Council on March 19, 2019, the City entered into a professional services agreement with AKM Consulting Engineers, Inc. (“AKM”) for engineering services for preparation of the Water System Master Plan Update and Hydraulic Model Calibration and even though the agreement was executed by the parties, it was discovered that inadvertently a purchase requisition was not completed in Fiscal Year 2018-2019, thus funds were not encumbered for the expenditure, resulting in delay in commencing the project; and

**WHEREAS**, in order to cure this omission, on January 14, 2020, the City Council adopted Resolution No. 25,191, wherein Resolution No. 24,970 was rescinded, the professional services agreement between the City and AKM was authorized/ratified and a purchase order in the authorized amount of \$115,440.00 for preparation of the Water System Master Plan Update and Hydraulic Model Calibration was established from funds appropriated in the Department’s 2019-2020 Fiscal Year budget; and

**WHEREAS**, in February 2020, at the project commencement kick-off meeting between staff and AKM it was revealed that a calibrated hydraulic model of the water system could not be developed based on the original scope of services due to a lack of system information through the City’s SCADA system. Staff was able to provide additional information to AKM to formulate a calibration program and develop a budget for the extra work needed; and

**WHEREAS**, the supplementary engineering services consists of providing two (2) pressure data loggers for tracking reservoir levels, Meter Masters for tracking water use at 8 wells, retrieving and processing the data, and using it in calibrating the hydraulic model. Also included in the supplemental services is additional project management time due to the delays in implementing the work, as well as an approximate 6% rate increase, revising the total budget for the project from \$115,440.00 to \$150,534.00; and

**WHEREAS**, the it is incumbent on the City to utilize the services of a qualified and experienced engineering firm to provide the required services, thus staff recommends that the City Council authorize amending the current agreement with AKM to expand the scope of services and provide additional compensation so that this project can commence; and

**WHEREAS**, funds for this expenditure are allocated 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 a first (1<sup>st</sup>) amendment to the Professional Services Agreement with AKM Consulting Engineers Inc. to expand the scope of services to provide supplemental engineering services in preparation of the Water System Master Plan Update and Hydraulic Model Calibration and provide additional compensation in the amount of Thirty Five Thousand Ninety Four Dollars (\$35,094.00).

**SECTION 2.** That a purchase order in the amount of \$35,094.00 is hereby authorized to be established for AKM Consulting Engineers, Inc. for provision of supplemental engineering services in preparation of the Water System Master Plan Update and Hydraulic Model Calibration

**SECTION 3.** That funds for this expenditure are appropriated in the Compton Municipal Water Department's 2021-2022 Fiscal Year budget in Account No. 5000-900-000-4262.

**SECTION 4.** That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, and Compton Municipal Water 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, 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-**  
**ABSTAINS: COUNCIL MEMBERS-**

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



*AKM Consulting Engineers*

**553 Wald**

**Irvine, CA 92618**

**Telephone: 949.753.7333 Facsimile: 949.753.7320**

**[www.akmce.com](http://www.akmce.com)**

**Water Resources  
Infrastructure  
Construction Management**

July 15, 2021

**City of Compton  
Municipal Water Department  
205 S. Willowbrook Avenue  
Compton, CA 90220**

**Attention: Mr. Don Nguyen  
General Manager - Water**

**Subject: Request for Budget Amendment for Engineering Services for the 2019 Water System Master Plan Update**

Dear Mr. Nguyen:

AKM Consulting Engineers (AKM) submitted a proposal for the Water Master Plan Update project on January 20, 2019. The City of Compton (City) awarded the project to AKM in March 2019. Because the City did not issue a purchase order, the project was delayed, and the City awarded the project to AKM again in January 2020. There was no adjustment to the project's budget due to the nearly 1 year delay.

A kickoff meeting was held on February 6, 2020. At this meeting, it was understood that a calibrated hydraulic model of the water system could not be developed based on the original scope of work primarily due to lack of system information through the City's SCADA system. The City agreed to expand the project's scope of work to include development of a calibrated hydraulic model. AKM requested additional information from the City in order to formulate a calibration program and develop a budget for the work. Unfortunately, AKM did not receive all the information necessary for this effort despite several requests. Following our meeting with the City Staff on March 25, 2021, we received more information from the City, and are in a position to provide a scope of work and budget for this extra work.

The extra work consists of providing two pressure data loggers for tracking reservoir levels, Meter Masters for tracking water use at 8 wells, retrieving and processing the data, and using it in calibrating the hydraulic model. Also included in our request is additional project management time due to the delays in implementing the work, as well as approximately 6% increase in our rates. The attached table shows the original; scope of work tasks as well as the additional tasks with the revised hourly rates. The revised budget for the work is \$150,534. The approved budget was \$115,440. Therefore, we request a budget amendment of \$35,094.

We appreciate the opportunity to submit this request, and look forward to completing this most important project for the City of Compton. Should you have any questions or require any additional information, please do not hesitate to contact the undersigned or Mr. Jon Nitta.

Very truly yours,

**AKM Consulting Engineers**

A handwritten signature in black ink, appearing to read 'Zeki Kayiran'.

**Zeki Kayiran P.E.**

**Principal**

**FIRST AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF COMPTON  
AND  
AKM CONSULTING ENGINEERING, INC. (CONSULTANT)**

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 **AKM CONSULTING ENGINEERS, INC.** (hereinafter referred to as "**CONSULTANT**").

**RECITALS:**

**WHEREAS**, the Compton Municipal Water Department ("Department") is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The water system consists of approximately 156 miles of water mains, 1,000 fire hydrants, 1,000 valves, 8 water wells, 2 water storage tank locations with 5 storage tanks total and 1 booster pump station.

**WHEREAS**, the water system facilities require regular updates to provide safe and adequate water supply for drinking, economic development growth and for firefighting purposes; and

**WHEREAS**, the City determined that it will be prudent to engage the services of a professional and experienced engineering firm for the preparation of a Water System Master Plan Update and Hydraulic Model Calibration; and

**WHEREAS**, pursuant to Resolution No. 24,970, adopted by the City Council on March 19, 2019, the City entered into a professional services agreement with AKM Consulting Engineers, Inc. ("Consultant") for engineering services for preparation of the Water System Master Plan Update and Hydraulic Model Calibration and even though the agreement was executed by the parties, it was discovered that inadvertently a purchase requisition was not completed in Fiscal Year 2018-2019, thus funds were not encumbered for the expenditure, resulting in delay in commencing the project; and

**WHEREAS**, in order to cure this omission, on January 14, 2020, the City Council adopted Resolution No. 25,191, wherein Resolution No. 24,970 was rescinded, the professional services agreement between the City and Consultant was authorized/ratified and a purchase order in the authorized amount of \$115,440.00 for preparation of the Water System Master Plan Update and Hydraulic Model Calibration was established from funds appropriated in the Department's 2019-2020 Fiscal Year budget; and

**WHEREAS**, in February 2020, it was discovered that a calibrated hydraulic model of the water system could not be developed based on the original scope of services due to a lack of system information through the City's Supervisory Control and Data Acquisition ("SCADA") system, thus staff provided additional information to Consultant to formulate a calibration program and develop a budget for the extra work needed; and

**WHEREAS**, the supplementary engineering services, inclusive of additional project management time due to the delays in implementing the work, as well as an approximately 6% rate increase, revises the total budget for the project from \$115,440.00 to \$150,534.00; and

**WHEREAS**, by Resolution No. \_\_\_\_\_, adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, the City Council authorized the City Manager to enter into a first (1<sup>st</sup>) amendment to the professional services agreement with the Consultant to expand the scope of services of the original agreement to provide the supplemental engineering services and additional compensation for such services.

**1<sup>st</sup> Amendment to Professional Services Agreement – AKM Consulting Engineers, Inc.  
Water System Master Plan Update & Hydraulic Model Calibration  
Water/Resolution No. \_\_\_\_\_**

**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 to provide supplemental engineering services for preparation of the Water System Master Plan Update and Hydraulic Model Calibration as follows:

- Two (2) pressure data loggers for tracking reservoir levels, Meter Masters for tracking water use at 8 wells, retrieving and processing the data, and using it in calibrating the hydraulic model.

As more specifically described in Consultant's "**Proposal/Letter – Request for Budget Amendment for Engineering Services for the 2019 Water System Master Plan Update**", dated July 15, 2021, 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 supplemental engineering services rendered as specified above, in the not-to-exceed amount of **Thirty Five Thousand Ninety Four Dollars (\$35,094.00)**.

3. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Consultant 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**.

**AKM CONSULTING ENGINEERS, INC.  
CONSULTANT**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Diann Pay, P.E., Principal Engineer

**CITY OF COMPTON**

Approved by:

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Ronerick D. Simpson, City Manager

Approved as to form:

By \_\_\_\_\_  
Damon M. Brown, City Attorney

Dated: \_\_\_\_\_

**1<sup>st</sup> Amendment to Professional Services Agreement – AKM Consulting Engineers, Inc.  
Water System Master Plan Update & Hydraulic Model Calibration  
Water/Resolution No. \_\_\_\_\_**

**ATTEST:**

**Dated:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Alita Godwin, City Clerk**

**September 14, 2021**

**TO: MAYOR AND CITY COUNCIL**

**FROM: CITY CLERK**

**SUBJECT: APPOINTMENTS TO AUDIT AD HOC COMMITTEE**

Below is the current representation for the above committee. It is requested that your Honorable Body make any necessary appointments to the committee.

**AUDIT AD HOC COMMITTEE**

Representative – Isaac Galvan  
Michelle Chambers

Alternate: Mayor Emma Sharif

**ALITA L. GODWIN, MMC**  
**CITY CLERK**

**September 14, 2021**

**TO: HONORABLE MAYOR AND COUNCIL MEMBER**

**FROM: CITY MANAGER**

**SUBJECT: REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

**Recommendation:** Authorize travel to attend the League of California Cities Annual Conference and Expo

**Location:** Sacramento, CA

**Meeting Date:** September 22, 2021 thru September 24, 2021

**Approximate Cost:** Registration: \$600 (Per attendee)  
Hotel: \$205 per night (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 League of California Cities Annual Conference and Expo is to learn and discuss issues that are impacting our city.

| <b>Elected Official</b>         | <b>Attending</b> |
|---------------------------------|------------------|
| Mayor Emma Sharif               |                  |
| Councilmember Michelle Chambers |                  |
| Councilmember Isaac Galvan      |                  |
| Councilmember Jonathan Bowers   |                  |
| Councilmember Lillie Darden     |                  |

**RONERICK D. SIMPSON**  
**CITY MANAGER**

**September 14, 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 14, 2021**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL WATER DEPARTMENT'S FISCAL YEAR 2021-2022 BUDGET AND APPROPRIATING FOUR MILLION THIRTY EIGHT THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$4,038,723.00) OF AMERICAN RESCUE PLAN ACT FUNDS TO THE OPERATING BUDGET**

### **SUMMARY**

The City Council will consider a resolution amending the Municipal Water Department's Fiscal Year 2021-2022 budget and appropriating Four Million Thirty Eight Thousand Seven Hundred Twenty-Three Dollars (\$4,038,723.00) of American Rescue Plan Act Funds to the operating budget.

### **BACKGROUND**

On March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) of 2021. The legislation provides \$1.9 trillion in funding to address the economic impacts of the Coronavirus (COVID-19) pandemic, which included \$350 billion in federal fiscal recovery aid to state and local governments.

The City of Compton expects to receive approximately \$34 million in aid as a result of the ARPA. On June 10, 2021, the City received ARPA funds from the U.S. Department of the Treasury in the amount of \$17 million dollars for the first half of the allocation.

The U.S. Department of the Treasury has adopted guidance regarding the use of ARPA funds. According to the guidance, recipients may use ARPA funds to invest in necessary improvements to their water infrastructure, including areas that address the impacts of climate change. Recipients may also use this funding to invest in an array of drinking water infrastructure projects, such as building, repairing or upgrading facilities and transmission, distributing and storage systems. Recipients retain flexibility to identify those water infrastructure investments that are of the highest priority for their own communities.

### **STATEMENT OF THE ISSUE**

As the City Council considers the appropriation of ARPA funds, the Municipal Water Department (“Department”) is requesting to allocate Four Million Thirty Eight Thousand Seven Hundred Twenty-Three Dollars (\$4,038,723.00) to the Department’s Fiscal Year 2021-2022 budget.

The Department will dedicate these funds to improving the water systems infrastructure that services approximately eighty percent (80%) of the land within city limits and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. The water systems infrastructure requires updated software, routine maintenance, repairs or rehabilitation to assure an adequate potable water supply, sufficient pressure for fire protection and optimal water quality.

The following is the Department’s ARPA expenditure recommendation:

#### **Administration:**

- \$415,992.00
- To fulfill current contract obligations and acquire agreements for engineering services

#### **Customer Service:**

- \$324,731.00
- Upgrade software and acquire vendors to streamline payment processing

#### **Pump, Transmission & Distribution:**

- \$3,298,000.00
- Provide technical and maintenance services for the City’s aging water systems infrastructure

**Total amount \$4,038,723.00**

The proposed use of ARPA funds is consistent with the Department of Treasury’s funding objectives.

### **FISCAL IMPACT**

The fiscal impact of the proposed use of the federal fiscal recovery aid will be paid directly from the ARPA funds the City received in June 2021. Staff is requesting that the Fiscal Year 2021-2022 budget be amended as follows:

#### **Anticipated Grant Revenue to be earned by allowable use of ARPA monies:**

| <b><u>ACCOUNT NO.</u></b> | <b><u>DESCRIPTION</u></b> | <b><u>AMOUNT</u></b> |
|---------------------------|---------------------------|----------------------|
| 5000-900-000-3565         | Federal Grant Revenue     | \$4,038,723.00       |

#### **Appropriating Funds to Water Enterprise Fund Expenditure Accounts as follows:**

| <b><u>ACCOUNT NO.</u></b> | <b><u>DESCRIPTION</u></b>   | <b><u>AMOUNT</u></b> |
|---------------------------|-----------------------------|----------------------|
| 5000-900-000-4222         | Computer Software           | \$25,000.00          |
| 5000-900-000-4249         | Special Department Expense  | \$45,000.00          |
| 5000-900-000-4262         | Other Professional Services | \$154,992.00         |
| 5000-900-000-4266         | Contract Services           | \$190,000.00         |
| 5000-900-000-4335         | Office Equipment            | \$1,000.00           |
| 5000-890-000-4222         | Computer Software           | \$322,731.00         |
| 5000-890-000-4335         | Office Equipment            | \$2,000.00           |
| 5000-860-000-4266         | Contract Services           | \$1,600,000.00       |
| 5000-860-000-4269         | Other Contract Services     | \$500,000.00         |
| 5000-880-000-4266         | Contract Services           | \$800,000.00         |
| 5000-880-000-4334         | Machinery & Equipment       | \$398,000.00         |

### **RECOMMENDATIONS**

Staff recommends the City Council to adopt the attached Resolution amending the Municipal Water Department's Fiscal Year 2021-2022 budget and appropriate Four Million Thirty Eight thousand Seven Hundred Twenty-Three Dollars (\$4,038,723.00) of ARPA funds to improve the City's water systems infrastructure.

Budget Amendment ARPA Funds – Municipal Water Department  
September 14, 2021  
Page Four

**DON NGUYEN**  
**WATER DEPARTMENT GENERAL MANAGER**

**APPROVED FOR FORWARDING:**

**RONERICK SIMPSON**  
**CITY MANAGER**

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
AMENDING THE MUNICIPAL WATER DEPARTMENT’S FISCAL YEAR 2021-  
2022 BUDGET AND APPROPRIATING FOUR MILLION THIRTY EIGHT  
THOUSAND SEVEN HUNDRED TWENTY-THREE DOLLARS (\$4,038,723.00)  
OF AMERICAN RESCUE PLAN ACT FUNDS TO THE OPERATING BUDGET**

**WHEREAS**, the Municipal Water Department (“Department”) is recommending to amend the Fiscal Year 2021-2022 budget and appropriating Four Million Thirty Eight Thousand Seven Hundred Twenty-Three Dollars (\$4,038,723.00) of American Rescue Plan Act Funds to the operating budget; and

**WHEREAS**, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act (ARPA) that provides funding to address the economic impacts of the COVID-19 pandemic and includes \$350 billion in federal fiscal recovery aid to state and local governments; and

**WHEREAS**, on June 10, 2021, the City received \$17 million of the expected \$34 million of ARPA funds from the U.S. Department of the Treasury; and

**WHEREAS**, according to the Department of Treasury’s adopted guidance for the use of ARPA funds, recipients may use funding to invest in necessary improvements of their water infrastructure, including building, repairing or upgrading facilities and transmission, distributing and storage systems; and

**WHEREAS**, the Department is requesting to amend the Fiscal Year 2021-2022 budget and allocate Four Million Thirty Eight Thousand Seven hundred Twenty-Three Dollars (\$4,038,723.00) of ARPA funds to improving the water systems infrastructure that services approximately eighty percent (80%) of the land within city limits and maintains a total of eight (8) active wells for extracting groundwater, 156 miles of water distribution lines and two (2) reservoir locations (including booster stations) with four (4) 3 million gallon elevated storage tanks. The water systems infrastructure requires updated software, routine maintenance, repairs or rehabilitation to assure an adequate potable water supply, sufficient pressure for fire protection and optimal water quality.

**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 amendments to the Municipal Water Department’s Fiscal Year 2021-2022 adopted budget:

**Anticipated Grant Revenue to be earned by allowable use of ARPA Monies:**

| <b><u>ACCOUNT NO.</u></b> | <b><u>DESCRIPTION</u></b> | <b><u>AMOUNT</u></b> |
|---------------------------|---------------------------|----------------------|
| 5000-900-000-3565         | Federal Grant Revenue     | \$4,038,723.00       |

**Appropriating Funds to Water Enterprise Fund Expenditure Accounts as follows:**

| <b><u>ACCOUNT NO.</u></b> | <b><u>DESCRIPTION</u></b>   | <b><u>AMOUNT</u></b> |
|---------------------------|-----------------------------|----------------------|
| 5000-900-000-4222         | Computer Software           | \$25,000.00          |
| 5000-900-000-4249         | Special Department Expense  | \$45,000.00          |
| 5000-900-000-4262         | Other Professional Services | \$154,992.00         |
| 5000-900-000-4266         | Contract Services           | \$190,000.00         |
| 5000-900-000-4335         | Office Equipment            | \$1,000.00           |
| 5000-890-000-4222         | Computer Software           | \$322,731.00         |
| 5000-890-000-4335         | Office Equipment            | \$2,000.00           |

|                   |                         |                |
|-------------------|-------------------------|----------------|
| 5000-860-000-4266 | Contract Services       | \$1,600,000.00 |
| 5000-860-000-4269 | Other Contract Services | \$500,000.00   |
| 5000-880-000-4266 | Contract Services       | \$800,000.00   |
| 5000-880-000-4334 | Machinery & Equipment   | \$398,000.00   |

**SECTION 2.** The fiscal impact of the proposed use of the federal fiscal recovery aid will be paid directly from the ARPA funds the City received in June 2021.

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



# Example Uses of Funds

## Support Public Health Response

- **Services to contain and mitigate the spread of COVID-19**, including vaccination, medical expenses, testing, contact tracing, quarantine costs, capacity enhancements, and many related activities
- **Behavioral healthcare services**, including mental health or substance misuse treatment, crisis intervention, and related services
- **Payroll and covered benefits** for public health, healthcare, human services, and public safety staff to the extent that they work on the COVID-19 response

## Replace Public Sector Revenue Loss

- **Ensure continuity of vital government services** by filling budget shortfalls
- **Revenue loss is calculated** relative to the expected trend, beginning with the last full fiscal year pre-pandemic and adjusted annually for growth
- **Recipients may re-calculate revenue loss** at multiple points during the program, supporting those entities that experience revenue loss with a lag

## Water & Sewer Infrastructure

- **Includes improvements to infrastructure**, such as building or upgrading facilities and transmission, distribution, and storage systems
- **Eligible uses aligned to Environmental Protection Agency project categories** for the Clean Water State Revolving Fund and Drinking Water State Revolving Fund

## Equity-Focused Services

- **Additional flexibility for the hardest-hit communities and families** to address health disparities, invest in housing, address educational disparities, and promote healthy childhood environments
- **Broadly applicable** to Qualified Census Tracts, other disproportionately impacted areas, and when provided by Tribal governments

## Address Negative Economic Impacts

- **Deliver assistance to workers and families**, including support for unemployed workers, aid to households, and survivor's benefits for families of COVID-19 victims
- **Support small businesses** with loans, grants, in-kind assistance, and counseling programs
- **Speed the recovery of impacted industries**, including the tourism, travel, and hospitality sectors
- **Rebuild public sector capacity** by rehiring staff, replenishing state unemployment insurance funds, and implementing economic relief programs

## Premium Pay for Essential Workers

- **Provide premium pay to essential workers**, both directly and through grants to third-party employers
- **Prioritize low- and moderate-income workers**, who face the greatest mismatch between employment-related health risks and compensation
- **Key sectors include** healthcare, grocery and food services, education, childcare, sanitation, and transit
- **Must be fully additive** to a worker's wages

## Broadband Infrastructure

- **Focus on households and businesses** without access to broadband and those with connections that do not provide minimally acceptable speeds
- **Fund projects that deliver reliable service** with minimum 100 Mbps download / 100 Mbps upload speeds unless impracticable
- **Complement broadband investments** made through the Capital Projects Fund

## Ineligible Uses

- **Changes that reduce net tax revenue** must not be offset with American Rescue Plan funds
- **Extraordinary payments into a pension fund** are a prohibited use of this funding
- **Other restrictions apply** to eligible uses

**The examples listed in this document are non-exhaustive, do not describe all terms and conditions associated with the use of this funding, and do not describe all the restrictions on use that may apply.** The U.S. Department of the Treasury provides this document, the State and Local contact channels, and other resources for informational purposes. Although efforts have been made to ensure the accuracy of the information provided, the information is subject to change or correction. Any Coronavirus State and Local Fiscal Recovery Funds received will be subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which shall incorporate the provisions of the Interim Final Rule and/or Final Rule that implements this program.



## U.S. DEPARTMENT OF THE TREASURY

# Coronavirus State and Local Fiscal Recovery Funds

The American Rescue Plan will deliver \$350 billion for state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs.

The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

### Funding Objectives

- **Support urgent COVID-19 response efforts** to continue to decrease spread of the virus and bring the pandemic under control
- **Replace lost public sector revenue** to strengthen support for vital public services and help retain jobs
- **Support immediate economic stabilization** for households and businesses
- **Address systemic public health and economic challenges** that have contributed to the inequal impact of the pandemic

### Eligible Jurisdictions & Allocations

#### Direct Recipients

- States and District of Columbia (\$195.3 billion)
- Counties (\$65.1 billion)
- Metropolitan cities (\$45.6 billion)
- Tribal governments (\$20.0 billion)
- Territories (\$4.5 billion)

#### Indirect Recipients

- Non-entitlement units (\$19.5 billion)



#### Support Public Health Response

Fund COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff



#### Address Negative Economic Impacts

Respond to economic harms to workers, families, small businesses, impacted industries, and the public sector



#### Replace Public Sector Revenue Loss

Use funds to provide government services to the extent of the reduction in revenue experienced due to the pandemic



#### Premium Pay for Essential Workers

Offer additional support to those who have and will bear the greatest health risks because of their service in critical infrastructure sectors



#### Water and Sewer Infrastructure

Make necessary investments to improve access to clean drinking water and invest in wastewater and stormwater infrastructure



#### Broadband Infrastructure

Make necessary investments to provide unserved or underserved locations with new or expanded broadband access



**For More Information:** Please visit [www.treasury.gov/SLFRP](http://www.treasury.gov/SLFRP)

**For Media Inquiries:** Please contact the U.S. Treasury Press Office at (202) 622-2960

**For General Inquiries:** Please email [SLFRP@treasury.gov](mailto:SLFRP@treasury.gov) for additional information

**September 14, 2021**

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

**FROM: CITY MANAGER**

**SUBJECT: 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**

### **SUMMARY**

Staff respectfully requests the City Council adopt a Resolution approving the execution and delivery of a Purchase and Sale Agreement and Escrow Instructions (the "Purchase Agreement") by and between the City of Compton (the "City") and Mr. Abdul Rehman Bhamani, (the "Seller"), making certain findings, and finding the project exempt from the California Environmental Quality Act.

### **BACKGROUND**

The property subject to the Purchase Agreement is an approximately 450 square foot 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 in the City (the "Notch Property"). The Notch Property is described more particularly in Exhibit A and depicted on Exhibit B to the Agreement for Purchase and Sale and Escrow Instructions between City of Compton and Abdul Rehman Bhamani ("Agreement"). The Agreement is attached as Attachment 1 to the Resolution.

The City extended to Seller a written offer dated February 8, 2021 pursuant to Government Code Section 7267.2 to purchase the Property in fee for a public use, namely for public access and road purposes, and all uses necessary or convenient thereto in connection with a potential affordable housing project on the parcel located at 250 North Central, and identified as APNs 6143-011-902 and 6143-011-903 ("SA Parcel").

The Notch parcel, which is privately owned is bounded on all sides by property owned by the Successor Agency to the Community Redevelopment Agency of the City of Compton (SA).

### **STATEMENT OF THE ISSUE**

The Parties negotiated the City's purchase of the Notch Property and have reached an agreement regarding the terms of the City's purchase of the Property, subject to ratification by the City Council.

As set forth in the Agreement attached as Attachment 1 to the Resolution, the purchase price is \$25,000. Pursuant to the Agreement, the City will also deposit a 3% commission (\$750) into Escrow for the benefit of Sarina Amersi, real estate broker and daughter of the Seller, who represented Seller in this transaction. Staff is also requesting an amount not to exceed \$10,000 for associated escrow and title services.

The resolution also contains a finding that the project is exempt from CEQA pursuant to Section(s) Section 15061(b)(3) of the State CEQA Guidelines.

### **FISCAL IMPACT**

That the purchase price of \$25,000, commission in the amount of \$750, plus escrow and title charges not to exceed \$10,000 are available in Account No. 1205-920-000-4301 and the anticipated total costs of the acquisition is not to exceed \$35,750.

### **RECOMMENDATION**

That the City Council adopt the attached resolution approving the execution and delivery of the Purchase and Sale Agreement by and between the City and the Seller, making certain findings, and finding the project exempt from the California Environmental Quality Act.

**RONERICK D. SIMPSON  
CITY MANAGER**

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

**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**

**WHEREAS**, the City of Compton ("City") seeks to purchase in fee that certain approximate 450 square foot 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 ("APN") 6143-011-018 ("Property") for public use, namely for public access and road purposes, and all uses necessary or convenient thereto to provide access to the real property located at 250 North Central, and identified as APNs 6143-011-902 and 6143-011-903 ("SA Parcel"), which is owned by the Successor Agency to the Community Redevelopment Agency of the City of Compton, successor in interest to the Community Redevelopment Agency of the City of Compton, a public body corporate and politic, in connection with an affordable housing project on the SA Parcel ("Project"); and

**WHEREAS**, Abdul Rehman Bhamani ("Owner") holds title to an undivided 5/6 interest in the Property; and

**WHEREAS**, the Property is described more particularly in Exhibit A and depicted on Exhibit B to the Agreement for Purchase and Sale and Escrow Instructions Between City of Compton and Abdul Rehman Bhamani (APN 6143-011-018) ("Agreement"), which is attached as Attachment 1 to this Resolution; and

**WHEREAS**, the City extended to Owner a written offer dated February 8, 2021 pursuant to Government Code Section 7267.2 to purchase the Property in fee in connection with the Project; and

**WHEREAS**, the Parties negotiated the City's purchase in fee of the Property and have reached an agreement regarding the terms of the City's purchase of the Property, subject to ratification by the City Council; and

**WHEREAS**, the purchase price of \$25,000, commission in the amount of \$750, plus escrow and title charges not to exceed \$10,000 are available in Account No. 1205-920-000-4301.

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

**Section 1.** That the above recitals are all true and correct.

**Section 2.** That the City Council finds the project exempt from CEQA, pursuant to Section 15061(b)(3) of the California Environmental Quality Act (CEQA) Guidelines, the activity, the purchasing of vacant land by the City of Compton, is covered by the general rule that CEQA applies only to projects, which have the potential for causing significant effect on the environment and hereby directs staff to file a notice of exemption with the County Clerk.

**Section 3.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute the Purchase and Sale Agreement between the City and Abdul Rehman Bhamani in substantially the form attached hereto as Attachment 1, with such changes thereto as the City Manager and the City Attorney agree are required or appropriate to carry out the intent of this Resolution.

**Section 4.** That the purchase price of \$25,000, commission in the amount of \$750, plus escrow and title charges not to exceed \$10,000 are available in Account No. 1205-920-000-4301 and the anticipated total costs of the acquisition is not to exceed \$35,750.00.

**Section 5.** That the City Manager, or designee, are hereby authorized, jointly and severally, to execute and deliver any and all necessary documents and instruments, and to do all things which they may deem necessary or proper to effectuate the purposes of this Resolution and the Purchase and Sale Agreement, and any such actions previously taken are hereby ratified and confirmed.

**Section 6.** That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and City Controller's Office.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

**ATTEST:**

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

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

I, Alita 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**

**AGREEMENT FOR PURCHASE AND SALE AND ESCROW  
INSTRUCTIONS BETWEEN CITY OF COMPTON AND ABDUL  
REHMAN BHAMANI(APN 6143-011-018)**

THIS AGREEMENT FOR PURCHASE AND SALE AND ESCROW INSTRUCTIONS BETWEEN THE CITY OF COMPTON AND ABDUL REHMAN BHAMANI (APN 6143-011-018) ("Agreement") is entered into by and between the CITY OF COMPTON, a municipal corporation ("Buyer" or "City") and ABDUL REHMAN BHAMANI ("Seller") and constitutes an agreement to purchase and sell certain real property between Seller and Buyer and the joint escrow instructions directed to First American Title Insurance ("Escrow Holder" or "Title Company"). Seller and Buyer are referred to below collectively as the "Parties". The Agreement is effective on the date it is fully executed by the Parties ("Effective Date").

**RECITALS**

A. Seller Abdul Rehman Bhamani holds title to an undivided 5/6 interest in that certain approximate 450 square foot 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 (APN) 6143-011-018, and described more particularly in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference. Said undivided 5/6 interest of Seller in and to said property described in Exhibit "A" and depicted on Exhibit "B" hereto is referred to below as the "Property". The Property includes all of the interests of Seller in and to the Property, including all improvements thereon, and any rights, title, and interest of Seller in and to adjacent streets, alleys, or rights of way .

B. The City seeks to acquire all of Seller's interest in the Property to provide access to the real property located at 250 North Central, and identified as APNs 6143-011-902 and 6143-011-903 ("SA Parcel"), which is owned by the Successor Agency to the Community Redevelopment Agency of the City of Compton, successor in interest to the Community Redevelopment Agency of the City of Compton, a public body corporate and politic ("Successor Agency")

C. City extended to Seller a written offer dated February 8, 2021 pursuant to Government Code Section 7267.2 to purchase in fee the Property for public use, namely public access and road purposes, and all uses necessary or convenient thereto in connection with a potential affordable housing project on the SA Parcel.

D. The Parties negotiated the City's purchase in fee of the Property and have reached an agreement regarding the terms of the City's purchase of the Property, subject to ratification by the City Council.

E. The Parties acknowledge that City is authorized to acquire real property by eminent domain for a public use, including public street purposes, and all uses necessary or convenient thereto, including, but not limited to, street and access purposes in connection with the Project pursuant to the authority conferred upon the City of Compton by California Constitution Article 1, Section 19, California Government Code Sections 37350, 37350.5, 37351, 37364, 40401 and 40404 and California Code of Civil Procedure Section 1230.010 *et seq.* (Eminent Domain Law),

including but not limited to Code of Civil Procedure Sections 1240.010, 1240.020, 1240.050, 1240.110, and 1240.120. The Project is a public use for which City has the authority to exercise the power of eminent domain. The City Council of the City of Compton, as City's governing body, has sole discretion to make the findings required by Code of Civil Procedure Section 1240.030 for the adoption of a resolution of necessity pursuant to the Eminent Domain Law. (Code of Civil Procedure Section 1245.220). The adoption of any such resolution of necessity would require City's compliance with applicable law, including Government Code Section 7260 *et seq.* and the Eminent Domain Law. This Agreement is not a commitment or announcement of intent to acquire any other real property interests that City may need for the Project. Seller is solely responsible for consulting its tax advisors or seeking a letter ruling from the Internal Revenue Service regarding the applicability of 26 U.S.C. Section 1033 to Seller's sale of the Property to the City in connection with the Project. The City makes no express or implied representation regarding the applicability of 26 U.S.C. Section 1033 to this transaction.

F. Seller desires to sell to City the Property and City desires to purchase the Property on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated herein by this reference and for other valuable consideration, the sufficiency of which is hereby acknowledged, City and Seller agree as follows.

**1. SALE, PURCHASE PRICE, AND ADDITIONAL CONSIDERATION.**

1.1 Sale and Purchase. Seller agrees to sell to the City the Property described in Exhibit "A" and depicted on Exhibit "B" hereto, and the City agrees to purchase the Property, subject to the terms and conditions set forth in this Agreement. On the Close of Escrow (as defined in Section 2 below), Seller agrees to sell in fee to the City the approximate 450 square foot Property, and the City agrees to purchase in fee the Property pursuant to a Grant Deed, in the form of which is attached as Exhibit "C" hereto, and incorporated herein by this reference.

1.2 Purchase Price. The total purchase price for the Property is \$25,000 (Twenty-Five Thousand Dollars) ("Purchase Price").

1.3 Additional Consideration. As additional consideration for Seller's sale to Buyer of the Property, Buyer agrees to deposit with Escrow Holder the sum of \$750 for the benefit of Sarina Amersi, the real estate broker representing Seller in this transaction. The \$750 represents a three percent (3%) commission based on the Purchase Price of \$25,000.

**2. OPENING AND CLOSE OF ESCROW.** Within five (5) business days after the Effective Date, City will deliver a copy of the fully-executed Agreement to Escrow Holder. Opening of Escrow means the date on which Escrow Holder receives a copy of the fully-executed Agreement. The Parties can execute the Agreement in counterparts as set forth in Section 16.3 below. This Agreement shall serve as the instructions to Escrow Holder for consummation of the transactions contemplated hereby. City and Sellers agree to execute such additional and supplementary escrow instructions as may be appropriate to enable Escrow Holder to comply with the terms of this Agreement; provided, however, that in the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any supplementary escrow

instructions, the terms and provisions of this Agreement shall control. For purposes of the Agreement, Close of Escrow (or Closing) is the date on which the Grant Deed for the Property is recorded in the Official Records of the County of Los Angeles. The Close of Escrow will occur no later than September 20, 2021.

### **3. TITLE AND TITLE INSURANCE.**

3.1 General. Title to the Property shall be conveyed by a Grant Deed in the form attached hereto as Exhibit "C".

3.2 Title Insurance. Upon the Opening of Escrow, Escrow Holder will obtain and issue a title commitment for the Property. Escrow Holder will also request two copies each of all instruments identified as exceptions to title on said title commitment and deliver these instruments to Buyer and Seller. Escrow Holder will insure City's interest in the Property at the Close of Escrow by a CLTA Owner's Standard Coverage Policy of Title Insurance in the amount of the Purchase Price ("Title Policy"), with liability in the full amount of the Purchase Price, insuring title to the Property as vested in the City, free and clear of all liens and encumbrances and other matters affecting title to the Property, subject only to the following permitted conditions of title (the "Permitted Title Exceptions"):

a. General and special real property taxes and assessments for the then current tax fiscal year which are a lien not then due and payable;

b. The applicable zoning, building, and development regulations of any municipality, county, state, or federal jurisdiction affecting the Property;

c. Such other exceptions listed in the Preliminary Title Report that have been approved by City; and

d. Any exceptions directly or indirectly caused by City or City's agents, employees or contractors.

### **4. ESCROW, DEPOSITS, AND RECORDATION OF GRANT DEED.**

4.1 Seller Deposits. Before the Close of Escrow, Seller shall deposit into escrow the following:

a. A grant deed conveying the Property to Buyer, in the form attached hereto as Exhibit "C", duly executed by Seller and acknowledged ("Grant Deed");

b. A California 593 certificate and federal non-foreign affidavit (with respect to Seller); and

c. Any other documents reasonably required by Escrow Holder to be deposited by Seller to carry out this escrow.

4.2 Buyer Deposits. Buyer will deposit into escrow the following before the Close of Escrow (properly executed and acknowledged, if applicable):

a. An executed and acknowledged "Certificate of Acceptance" in the form attached to the Grant Deed (attached hereto as Exhibit "C");

b. The City covenants and agrees to deposit with Escrow Holder the Purchase Price and Additional Consideration discussed in Sections 1.2 and 1.3, respectively, and such escrow funds as are required within five (5) business days of receiving written notice from Escrow Holder regarding the confirmation of the completion of the conditions required herein for the Close of Escrow; and

c. Any other documents reasonably required by Escrow Holder to be deposited by Buyer to carry out this escrow.

4.3 Conditions to the Close of Escrow. Escrow shall not close unless and until both Parties have deposited with Escrow Holder all sums and documents required to be deposited as provided in Sections 4.1 and 4.2 of this Agreement. Additionally, Buyer's obligation to proceed with the transaction contemplated by this Agreement is subject to the satisfaction of all of the following conditions precedent, which are for Buyer's benefit and may be waived only by Buyer:

a. Seller shall have performed all conditions required to be performed by Seller hereunder.

b. Title Company shall have issued or shall have committed to issue the Title Policy to Buyer, for the amount of the Purchase Price, showing fee title to the Property to be vested in Buyer subject only to the Permitted Title Exceptions. Escrow Holder will use the proceeds of the Purchase Price to obtain a full reconveyance of any monetary liens encumbering the Property, so that said Property is free and clear of monetary liens and encumbrances at the Close of Escrow.

c. If any of the conditions to Close of Escrow are not timely satisfied for a reason other than a default of Buyer or Seller under this Agreement, and this Agreement is terminated, then upon termination of this Agreement, Escrow Holder shall promptly return to Buyer all funds (and all interest accrued thereon) and documents deposited by Buyer in escrow and to return to Seller all funds and documents deposited by Seller in escrow that are held by Escrow Holder on the date of the termination (less any escrow cancellation charges).

4.4 Recordation of Grant Deed; Delivery of Funds and Possession. Upon receipt of the funds and instruments described in Sections 4.1 and 4.2 and satisfaction of the conditions herein, Escrow Holder shall cause the Grant Deed to be recorded in the Official Records of the County of Los Angeles. Thereafter, Escrow Holder shall deliver the proceeds of this escrow (less appropriate charges as shown on a preliminary Settlement Statement executed by Buyer and Seller) to Seller, and Seller shall deliver possession of the Property to Buyer free and clear of all occupants.

4.5 Prorations. Real property taxes for the Property shall not be prorated, but must be paid by Seller for the current tax period. Seller may apply for a refund of property taxes in the event any property taxes paid are allocable to the period after the Close of Escrow and Buyer will reasonably cooperate with Buyer in connection with providing relevant documentation to Seller regarding the purchase of the Property. Buyer, as a municipal corporation acquiring

property within its jurisdiction, is exempt from property taxes. All property assessments shall be prorated between Buyer and Seller as of the Close of Escrow based on the latest available tax information. All prorations for such assessments shall be determined on the basis of a 365-day year. Escrow Holder is authorized to pay from the Purchase Price any unpaid delinquent taxes and/or penalties and interest thereon, and for any delinquent or non-delinquent assessments or bonds recorded against the Property.

4.6 Costs of Escrow. City will pay for the cost of the Title Policy. City will also pay for escrow fees and Escrow Holder's customary out-of-pocket expenses for messenger services, long distance telephone calls, etc. City will pay for recording the Grant Deed, and any documentary or other local transfer taxes, if any, and any recording costs (if any).

4.7 Escrow Cancellation Charges. If escrow fails to close through no fault of either party, the City will pay all escrow and title cancellation charges. In the event that this escrow shall fail to close by reason of the default of either party hereunder, the defaulting party shall be liable for all escrow and title cancellation charges.

5. **BROKERS.** Except for Seller's representation in this transaction by Sarina Amersi as discussed in Section 1.3 above, Seller agrees that Seller has not been represented by any other broker in connection with this transaction. The deposit by Buyer into escrow of the \$750 discussed in Section 1.3 for the benefit of Ms. Amersi is the total that Buyer shall pay towards any broker commission in connection with this transaction. Seller is solely responsible for the payment of any additional commission(s) to any broker(s) in accordance with the agreement between Seller and such broker. Except as otherwise set forth in this Agreement, Seller covenants and agrees that Seller shall solely bear any other broker fee or commission that may be due or payable in connection with the closing of the transaction contemplated by this Agreement through any such broker's dealings with Seller. Seller agrees to defend, indemnify and hold harmless Buyer and its respective employees, agents, representatives, council members, attorneys, successors and assigns, from and against all claims of any agent, broker, finder or other similar party arising from or in connection with its activities relating to the sale of the Property to Buyer.

6. **REPRESENTATION AND WARRANTIES OF SELLER.** Seller hereby represents and warrants to City the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

6.1 That to the best of Seller's knowledge on the Close of Escrow (i) the Property will be free and clear of Hazardous Materials (defined in Section 12.1. below) or toxic substances and waste, including, but not limited to, asbestos; (ii) businesses, if any, on the Property have disposed of their waste in accordance with all applicable statutes, ordinances, and regulations; and (iii) Seller has no notice of any pending or threatened action or proceeding arising out of the condition of the Property or alleged violation of Environmental Laws (defined in Section 12.2. below), health or safety statutes, ordinance, or regulations.

6.2 That Seller is the sole owner of the Property free and clear of all liens, claims, encumbrances, easements, encroachments from adjacent properties, encroachments by improvements or vegetation on the Property onto adjacent property, or rights of way of any nature,

other than those that may appear on the title commitment. Seller will not further encumber the Property or allow the Property to be further encumbered prior to the Close of Escrow.

6.3 Neither this Agreement nor anything provided to be done hereunder, including the transfer of the Property to City, violates or will violate any contract, agreement, or instrument to which Seller is a party, or which affects the Property, and the Seller's grant to City of the Property pursuant to this Agreement does not require the consent of any party not a signatory hereto.

6.4 There are no claims or liens presently claimed or that will be claimed against the Property by contractors, subcontractors, or suppliers, engineers, architects, surveyors or others that may have lien rights for work performed or commenced prior to the Effective Date. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including reasonable attorneys' fees, arising from or relating to any such lien or any similar lien claimed against the Property and arising from work performed or commenced prior to the Close of Escrow.

6.5 Except for any interest of the Successor Agency in connection with the Property, there are no written or oral leases or contractual right or option to lease, purchase, or otherwise enjoy possession, rights, or interest of any nature in and to the Property, or any part thereof, and no persons have any right of possession to the Property thereof. Seller agrees to hold City harmless from all costs, expenses, liabilities, losses, charges, fees, including attorneys' fees, arising from or relating to any claims by any person or entity claiming rights to possession of any portion of the Property, except for any claims made by the Successor Agency.

6.6 Seller has no knowledge of any pending, threatened or potential litigation, action or proceeding against Seller or any other party before any court or administrative tribunal that involves the Property.

**7. REPRESENTATIONS AND WARRANTIES OF CITY.** City hereby represents and warrants to Seller the following, it being expressly understood and agreed that all such representations and warranties are to be true and correct as of the Close of Escrow and will survive the Close of Escrow:

7.1 City has taken all required action to permit it to execute, deliver, and perform its obligations under this Agreement.

7.2 City has the power and authority to execute and deliver this Agreement and carry out its obligations hereunder and consummate the transaction contemplated herein.

## **8. TOTAL CONSIDERATION.**

8.1 City's Payment of Purchase Price. City's payment to Seller of the Purchase Price set forth in Section 1.2 and deposit with Escrow of the Additional Consideration set forth in Section 1.3 above is an all-inclusive settlement and is the full and complete consideration and payment of just compensation for the fair market value of the Property, any improvements located on the Property, inverse condemnation, precondemnation damages, attorneys' fees, real estate broker commissions, interest, appraisal costs, loss of rents, lost profits, any other damages of every kind and nature suffered by Seller by reason of City's acquisition of the Property or the proposed

Project for which City is acquiring the Property, and all costs and expenses whatever in connection therewith.

8.2 No Loss of Business Goodwill. Seller further acknowledges and agrees that Seller will not suffer any loss of goodwill under Code of Civil Procedure Section 1263.510 as a result of City's acquisition of the Property or the construction of the Project because the Property is a vacant, unimproved parcel and no business is operated on said parcel. Under Code of Civil Procedure Section 1263.510, the owner of a business conducted on the property taken, or on the remainder if the property is part of a larger parcel, will be compensated for loss of goodwill if the owner proves that (i) the loss is caused by City's acquisition of the property or the injury to the remainder; (ii) the loss cannot reasonably be prevented by a relocation of the business or by taking steps and adopting procedures that a reasonably prudent person would take and adopt in preserving the goodwill; (iii) compensation for the loss will not be included in payments under Government Code Section 7262; and (iv) compensation for the loss will not be duplicated in the compensation otherwise awarded to the owner.

8.3 No Relocation Assistance. The Property consists of a vacant, unimproved parcel, except for failing asphalt pavement. The City's acquisition of the Property will not result in the displacement of any person or business. Accordingly, no relocation assistance and benefits pursuant to applicable federal or state relocation laws or regulations, including without limitation, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 *et seq.*), if applicable, or under Title 1, Division 7, Chapter 1 of the Government Code of the State of California (Section 7260 *et seq.*), or the Relocation Assistance and Real Property Acquisition Guidelines (Chapter 6 of Title 25 of the California Code of Regulations) are triggered as a result of the City's acquisition of the Property in connection with the Project.

## 9. **RELEASES.**

9.1 This Agreement is a voluntary agreement and Seller on the Close of Escrow, on behalf of Seller, Seller's successors and assigns, fully releases City, its Councilmembers, officers, counsel, employees, representatives and agents, from all claims and causes of action by reason of any damage that has been sustained, or may be sustained, as a result of City's efforts to acquire the Property, or any preliminary steps thereto. Seller further releases and agrees to hold City harmless from any and all claims and causes of action asserted by any party claiming to have rights to possession of any portion of the Property.

9.2 Seller acknowledges that it may have sustained damage, loss, costs or expenses that are presently unknown and unsuspected, and such damage, loss, costs or expenses that may have been sustained, may give rise to additional damages, loss, costs or expenses in the future. Nevertheless, Seller hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights that Seller may have under California Civil Code Section 1542 as it relates to the releases set forth in this Section 7, or under any statute or common law or equitable principle of similar effect. California Civil Code Section 1542 provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor

at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Seller's Initials: \_\_\_\_\_ City's Initials: \_\_\_\_\_

This Section 9 will survive the Close of Escrow.

**10. WAIVER OF ANY RIGHTS PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1245.245.** Seller has reviewed Code of Civil Procedure Section 1245.245, a copy of which is attached as Exhibit “D” hereto and incorporated herein by this reference. Seller expressly waives any rights that it may have pursuant to Code of Civil Procedure Section 1245.245 to re-purchase the Property from Buyer if Buyer has not used the Property in connection with the Project within ten (10) years of the sale of the Property to Buyer. .

Seller's Initials: \_\_\_\_\_

This Section 10 will survive the Close of Escrow.

**11. CITY'S CONTINGENCIES.** For the benefit of City, the Close of Escrow and City's obligation to consummate the purchase of the Property will be contingent upon and subject to the occurrence of all of the following (or City's written waiver thereof, it being agreed that City can waive any or all such contingencies) on or before the Close of Escrow:

11.1 That as of the Close of Escrow the representations and warranties of Seller contained in this Agreement are all true and correct;

11.2 The delivery to Escrow Holder of all documents pursuant to Sections 4.2 and 4.3 of this Agreement;

11.3 Escrow Holder's commitment to issue, in favor of City, the Title Policy with liability equal to the Purchase Price showing City's interest in the Property, subject only to the Permitted Title Exceptions; and

11.4 City's approval prior to the Close of Escrow of any due diligence testing, environmental site assessment, soils or geological reports, or other physical inspections of the Property that City might perform prior to the Close of Escrow.

**12. CERTAIN DEFINITIONS.**

12.1 The term “Hazardous Materials” will mean and include the following, including mixtures thereof: any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et seq.*; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. Section 136 *et seq.*; asbestos and asbestos-containing materials, PCBs and other substances regulated under the Toxic Substances

Control Act, 15 U.S.C. Section 2601 *et seq.*; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act of 1982; chemicals subject to the OSHA Hazard Communication Standard, 29 C.F.R. Section 1910.1200 *et seq.*; industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et seq.*; any substance defined as a “hazardous substance” in California Civil Code Section 2929.5(e)(2) or California Code of Civil Procedure Section 736(f)(3); and any other substance or material regulated by any Environmental Laws.

12.2 The term “Environmental Laws” will mean and include all federal, state and local statutes, ordinances, regulations and rules in effect on or prior to the Effective Date relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 *et seq.*; the Clean Water Act, 33 U.S.C. Section 1251 *et seq.*; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act 7 U.S.C. Section 136 *et seq.*; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 *et seq.*; the National Environmental Policy Act, 42 U.S.C. Section 4321 *et seq.*; the Noise Control Act, 42 U.S.C. Section 4901 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C. Section 651 *et seq.*; the Resource Conservation and Recovery Act 42 U.S.C. Section 6901 *et seq.*; as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f *et seq.*; the Comprehensive Environmental Response, Compensation and Liability Act 42 U.S.C. Section 9601 *et seq.* as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act and the Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act 15 U.S.C. Section 2601 *et seq.*; the Atomic Energy Act, 42 U.S.C. Section 2011 *et seq.*; and the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 *et seq.*; and state and local environmental statutes and ordinances, with implementing regulations and rules in effect on or prior to the Effective Date.

13. **EVIDENCE IN COURT PROCEEDING.** The Parties agree that the total Purchase Price of \$25,000.00 or any inference of per square foot value of the Property based on said Purchase Price will not be admissible as evidence of the fair market value of the Property in any eminent domain or other proceeding or litigation concerning the Property.

14. **DEFAULT.** In the event of a breach or default under this Agreement by either City or Seller, the non-defaulting party will have, in addition to all rights available at law or equity, the right to terminate this Agreement and the Escrow for the purchase and sale of the Property, by delivering written notice thereof to the defaulting party and to Escrow Holder, and if City is the non-defaulting party, City will thereupon promptly receive a refund of all of the deposits it deposited with Escrow Holder, if any, less City’s share of any Escrow cancellation charges. Such termination of the Escrow by a non-defaulting party will be without prejudice to the non-defaulting party’s rights and remedies at law or equity.

15. **NOTICES.** All notices and demands will be given in writing by certified mail, postage prepaid, and return receipt requested, by personal delivery, or by Federal Express or other overnight carrier. Notices will be considered given upon the earlier of (a) personal delivery, (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or

registered, return receipt requested, or (c) one (1) business day following deposit with Federal Express or other overnight carrier. A copy of all notices will be sent to Escrow Holder. The Parties will address such notices as provided below or as may be amended by written notice:

BUYER: City of Compton  
205 S. Willowbrook Avenue  
Compton, California 90220  
Attention: City Manager

COPY TO: City of Compton  
205 S. Willowbrook Avenue  
Compton, California 90220  
Attention: City Attorney

SELLER: Abdul Rehman Bhamani  
13488 Maxella Avenue, Apartment 408  
Marina Del Rey, California 90292-4321

ESCROW  
HOLDER: First American Title  
18500 Von Karman Avenue, Suite 600  
Irvine, California 92612  
Attention: Kathryn Wood, Escrow Officer

## 16. MISCELLANEOUS.

16.1 Attorneys' Fees. In any action between Buyer and Seller seeking enforcement of any of the terms and provisions of this Agreement, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, not limited to taxable costs, reasonable attorneys' fees and reasonable fees of expert witnesses.

16.2 Entire Agreement. This Agreement contains all of the agreements of the Parties hereto with respect to the matters contained herein, and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended, supplemented or in any way modified except by an agreement in writing signed by the Parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement.

16.3 Counterparts, Facsimile, and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Facsimile or electronic signatures/counterparts to this Agreement will be effective as if the original signed counterpart were delivered.

16.4 Time of the Essence. Time is of the essence of this Agreement.

16.5 Governing Law. This Agreement is deemed to have been prepared by each of the Parties hereto, and any uncertainty or ambiguity herein will not be interpreted against the drafter, but rather, if such uncertainty or ambiguity exists, will be interpreted according to the applicable rules of interpretation of contracts under the laws of the State of California, and not the substantive law of another state or the United States or federal common law. This Agreement will be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties will be governed by, and construed and enforced in accordance with, the laws of the State of California.

16.6 Third Parties. Nothing contained in this Agreement, expressed or implied, is intended to confer upon any person, other than the Parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

16.7 Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless such invalidity, illegality or unenforceability materially affects the economic terms of the transactions contemplated by this Agreement or the ability of either party to perform its obligations under this Agreement. In such case, either party may terminate this Agreement and the escrow upon written notice to the other party given no later than ten (10) business days after the party giving such notice becomes aware of such invalidity, illegality, or unenforceability. In the event of such termination, all funds deposited with Escrow Holder by Buyer and any interest accrued thereon shall be returned to Buyer.

16.8 Additional Documents. Each party hereto agrees to perform any further acts and to execute, acknowledge, and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

16.9 Authority of City Manager. The City Manager may give any and all notices, consents, and terminations hereunder on behalf of the City provided they are in writing. The City Manager may execute the Agreement, Certificate of Acceptance, escrow documents, and any such documents or instruments that are necessary to effect the transfer of property interests contemplated herein.

16.10 Legal Representation. Each of the Parties acknowledge that in connection with the negotiation and execution of this Agreement, they have each been represented by independent counsel of their own choosing and the Parties executed this Agreement after review by such independent counsel, or, if they were not so represented, said non-representation is and was the voluntary, intelligent and informed decision and election of any of the Parties not so represented; and, prior to executing this Agreement, each of the Parties has had an adequate opportunity to conduct an independent investigation of all the facts and circumstances with respect to the matters that are the subject of this Agreement.

16.11 Remedies Not Exclusive and Waivers. No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each

and every remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies will not constitute a waiver of the right to pursue other available remedies.

16.12 Severability. If any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth below.

**SELLER**

ABDUL REHMAN BHAMANI

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Ahamad Rehman Bhamani

**BUYER**

CITY OF COMPTON, a municipal  
corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
Alita Godwin, MMC, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Damon M. Brown, City Attorney

**Exhibit "A"**  
**Legal Description of Property**

PARCEL 2: (APN: 6143-011-018)

AN UNDIVIDED 5/6 INTEREST IN AND TO THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF BLOCK "I" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 2, PAGES 540 AND 541](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK "I" DISTANT THEREON NORTH 10° 56' WEST 85 FEET FROM THE NORTHWEST CORNER OF THE LAND CONVEYED TO FRED C. BURLINGAME BY DEEDS RECORDED IN BOOK 66, PAGE 597 OF DEEDS AND [BOOK 145, PAGE 551](#) OF DEEDS; THENCE NORTH 79° 04' EAST, AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 79° 04' EAST, AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10° 56' WEST PARALLEL WITH SAID WEST LINE 15 FEET; THENCE NORTH 79° 04' EAST AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET; THENCE SOUTH 10° 56' EAST PARALLEL WITH SAID WEST LINE 15 FEET; THENCE SOUTH 79° 04' WEST 30 FEET TO THE TRUE POINT OF BEGINNING.

[illegible]

Exhibit “B”

**Exhibit "C"**  
**Form of Grant Deed**

Recording Requested by  
and when recorded return to:

CITY OF COMPTON  
205 S. Willowbrook Avenue  
Compton, California 90220  
Attention: City Clerk

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Assessor's Parcel No. \_\_\_\_\_ [X] Portions

**Documentary Transfer Tax \$0.00**

This Instrument is for the benefit of the City of Compton and is exempt from Recording Fees (Govt. Code § 27383), Filing Fees (Govt. Code § 6103), and Documentary Transfer Tax (Rev & Tax Code § 11922).

**GRANT DEED**

Abdul Rehman Bhamani ("Grantor") is vested with title as to an undivided 5/6 interest to that certain 450 square foot 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 and described more particularly on Exhibit "A" and depicted on Exhibit "B", which are attached hereto and incorporated herein by this reference.

**NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION**, receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants in fee to the CITY OF COMPTON, a municipal corporation ("Grantee") all of Grantor's undivided interest in the real property described more particularly on Exhibit "A" and depicted on Exhibit "B" hereto. Grantor's undivided interest in said property described in Exhibit "A" and depicted on Exhibit "B" is referred to below as the "Property". The Property includes all of the interests of Grantor in and to the Property, including all improvements thereon, and any rights, title, and interest of Grantor in and to adjacent streets, alleys, or rights of way.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the date set forth below.

**GRANTOR**  
**Abdul Rehman Bhamani**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Abdul Rehman Bhamani

**Exhibit "A"**  
**Legal Description of Property**

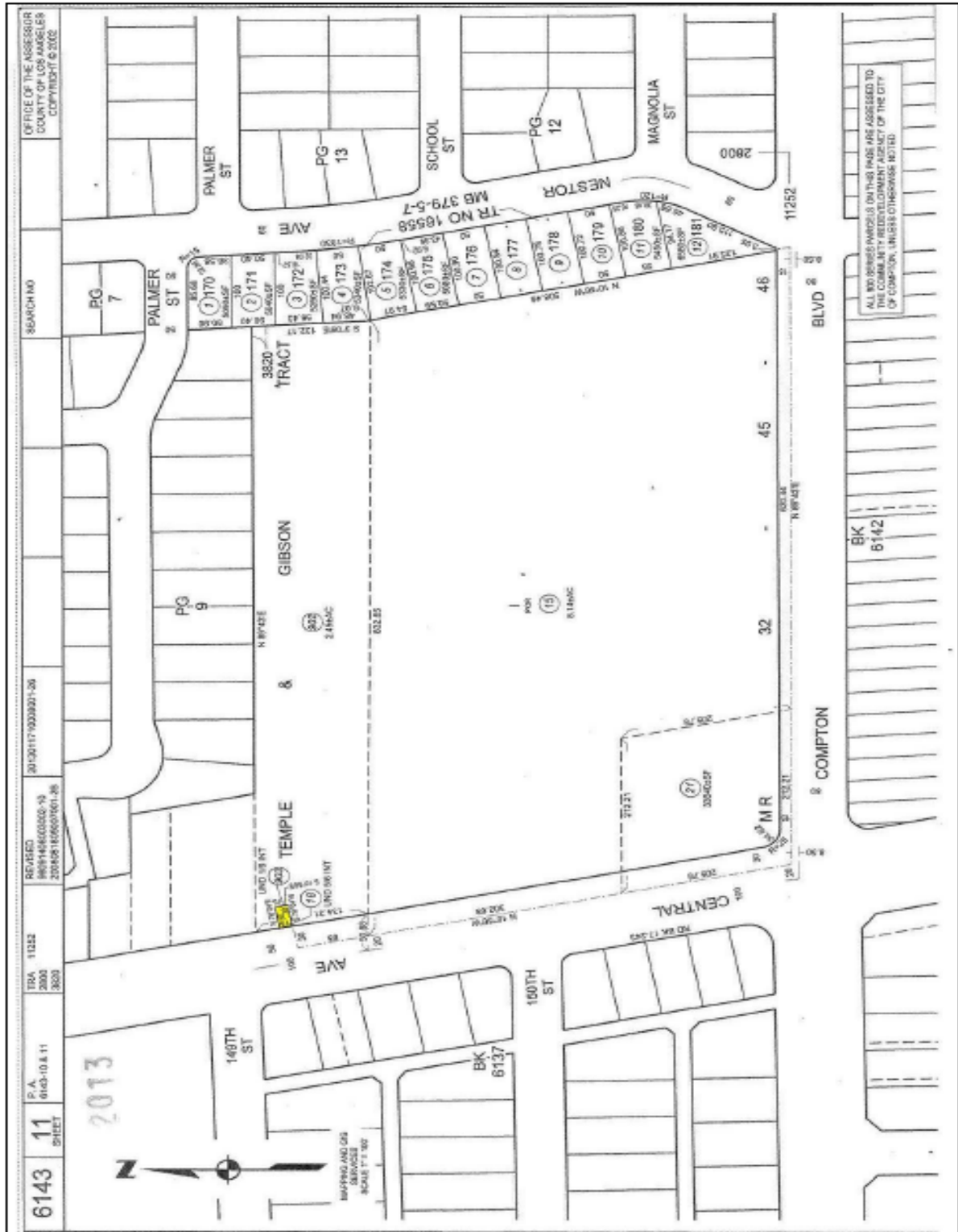
PARCEL 2: (APN: 6143-011-018)

AN UNDIVIDED 5/6 INTEREST IN AND TO THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF BLOCK "I" OF THE TEMPLE AND GIBSON TRACT, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN [BOOK 2, PAGES 540 AND 541](#) OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID BLOCK "I" DISTANT THEREON NORTH 10° 56' WEST 85 FEET FROM THE NORTHWEST CORNER OF THE LAND CONVEYED TO FRED C. BURLINGAME BY DEEDS RECORDED IN BOOK 66, PAGE 597 OF DEEDS AND [BOOK 145, PAGE 551](#) OF DEEDS; THENCE NORTH 79° 04' EAST, AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 79° 04' EAST, AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 10° 56' WEST PARALLEL WITH SAID WEST LINE 15 FEET; THENCE NORTH 79° 04' EAST AT RIGHT ANGLES FROM SAID WEST LINE 30 FEET; THENCE SOUTH 10° 56' EAST PARALLEL WITH SAID WEST LINE 15 FEET; THENCE SOUTH 79° 04' WEST 30 FEET TO THE TRUE POINT OF BEGINNING.

# Exhibit "B" Depiction of Property



State of California )  
County of Los Angeles )

Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

(Seal)

City of Compton  
205 S. Willowbrook Avenue  
Compton, California 90220

**CERTIFICATE OF ACCEPTANCE OF GRANT DEED**

(Gov't Code § 27281)  
(Undivided 5/6 interest to APN 6143-011-018)

This is to certify that Abdul Rehman Bhamani's grant in fee to the City of Compton of his undivided 5/6 interest in and to that approximate 450 square foot 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, which is described more particularly in Exhibit "A" and depicted on Exhibit "B" to the attached Grant Deed is hereby accepted under the authority of the City Council of the City of Compton, and the City of Compton hereby consents to the recordation thereof by its duly authorized officer.

CITY OF COMPTON, a municipal  
corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
City Manager

ATTEST:

By: \_\_\_\_\_  
Alita Godwin, MMC, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Damon M. Brown, City Attorney

**Exhibit “D”**  
**Code of Civil Procedure Section 1245.245**

(a) Property acquired by a public entity by any means set forth in subdivision (e) that is subject to a resolution of necessity adopted pursuant to this article shall only be used for the public use stated in the resolution unless the governing body of the public entity adopts a resolution authorizing a different use of the property by a vote of at least two-thirds of all members of the governing body of the public entity, or a greater vote as required by statute, charter, or ordinance. The resolution shall contain all of the following:

(1) A general statement of the new public use that is proposed for the property and a reference to the statute that would have authorized the public entity to acquire the property by eminent domain for that use.

(2) A description of the general location and extent of the property proposed to be used for the new use, with sufficient detail for reasonable identification.

(3) A declaration that the governing body has found and determined each of the following:

(A) The public interest and necessity require the proposed use.

(B) The proposed use is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

(C) The property described in the resolution is necessary for the proposed use.

(b) Property acquired by a public entity by any means set forth in subdivision (e) that is subject to a resolution of necessity pursuant to this article, and is not used for the public use stated in the resolution of necessity within 10 years of the adoption of the resolution of necessity, shall be sold in accordance with the terms of subdivisions (f) and (g), unless the governing body adopts a resolution according to the terms of subdivision (a) or a resolution according to the terms of this subdivision reauthorizing the existing stated public use of the property by a vote of at least two-thirds of all members of the governing body of the public entity or a greater vote as required by statute, charter, or ordinance. A reauthorization resolution under this subdivision shall contain all of the following:

(1) A general statement of the public use that is proposed to be reauthorized for the property and a reference to the statute that authorized the public entity to acquire the property by eminent domain for that use.

(2) A description of the general location and extent of the property proposed to be used for the public use, but not yet in use for the public use, with sufficient detail for reasonable identification.

(3) A declaration that the governing body has found and determined each of the following:

(A) The public interest and necessity require the proposed use.

(B) The proposed use is planned and located in the manner that will be most compatible with the greatest public good and least private injury.

(C) The property described in the resolution is necessary for the proposed use.

(c) In addition to any notice required by law, the notice required for a new or reauthorization resolution sought pursuant to subdivision (a) or (b) shall comply with Section 1245.235 and shall be sent to each person who was given notice required by Section 1245.235 in connection with the original acquisition of the property by the public entity.

(d) Judicial review of an action pursuant to subdivision (a) or (b) may be obtained by a person who had an interest in the property described in the resolution at the time that the property was acquired by the public entity, and shall be governed by Section 1085.

(e) The following property acquisitions are subject to the requirements of this section:

(1) Any acquisition by a public entity pursuant to eminent domain.

(2) Any acquisition by a public entity following adoption of a resolution of necessity pursuant to this article for the property.

(3) Any acquisition by a public entity prior to the adoption of a resolution of necessity pursuant to this article for the property, but subsequent to a written notice that the public entity may take the property by eminent domain.

(f) If the public entity fails to adopt either a new resolution pursuant to subdivision (a) or a reauthorization resolution pursuant to subdivision (b), as required by this section, and that property was not used for the public use stated in a resolution of necessity adopted pursuant to this article or a resolution adopted pursuant to subdivision (a) or (b) between the time of its acquisition and the time of the public entity's failure to adopt a resolution pursuant to subdivision (a) or (b), the public entity shall offer the person or persons from whom the property was acquired the right of first refusal to purchase the property pursuant to this section, as follows:

(1) At the present market value, as determined by independent licensed appraisers.

(2) For property that was a single-family residence at the time of acquisition, at an affordable price, which price shall not be greater than the price paid by the agency for the original acquisition, adjusted for inflation, and shall not be greater than fair market value, if the following requirements are met:

(A) The person or persons from whom the property was acquired certify their income to the public entity as persons or families of low or moderate income.

(B) If the single-family residence is offered at a price that is less than fair market value, the public entity may verify the certifications of income in accordance with procedures used for verification of incomes of purchasers and occupants of housing financed by the California Housing Finance Agency.

(C) If the single-family residence is offered at a price that is less than fair market value, the public entity shall impose terms, conditions, and restrictions to ensure that the residence will either:

(i) Remain owner-occupied by the person or persons from whom the property was acquired for at least five years.

(ii) Remain available to persons or families of low or moderate income and households with incomes no greater than the incomes of the present occupants in proportion to the area median income for the longest feasible time, but for not less than 55 years for rental units and 45 years for home ownership units.

(D) The Department of Housing and Community Development shall provide to the public entity recommendations of standards and criteria for those prices, terms, conditions, and restrictions.

(g) If after a diligent effort the public entity is unable to locate the person from whom the property was acquired, if the person from whom the property was acquired does not choose to purchase the property as provided in subdivision (f), or if the public entity fails to adopt a resolution as required pursuant to subdivision (a) or (b) but is not required to offer a right of first refusal pursuant to subdivision (f), the public entity shall sell the property as surplus property pursuant to Article 8 (commencing with Section 54220) of Chapter 5 of Part 1 of Division 2 of Title 5 of the Government Code.

(h) If residential property acquired by a public entity by any means set forth in subdivision (e) is sold as surplus property pursuant to subdivision (g), and that property was not used for the public use stated in a resolution of necessity adopted pursuant to this article or a resolution adopted pursuant to subdivision (a) or (b) between the time of its acquisition and the time of its sale as surplus property, the public entity shall

pay to the person or persons from whom the public entity acquired the property the sum of any financial gain between the original acquisition price, adjusted for inflation, and the final sale price.

(i) Upon completion of any acquisition described in subdivision (e) or upon the adoption of a resolution of necessity pursuant to this section, whichever is later, the public entity shall give written notice to the person or persons from whom the property was acquired as described in subdivision (e) stating that the notice, right of first refusal, and return of financial gain rights discussed in this section may accrue.

(j) At least 60 days before selling the property pursuant to subdivision (g), the public entity shall make a diligent effort to locate the person from whom the property was acquired. At any time before the proposed sale, the person from whom the property was acquired may exercise the rights provided by this section. As used in this section, "diligent effort" means that the public entity has done all of the following:

(1) Mailed the notice of the proposed sale by certified mail, return receipt requested, to the last known address of the person from whom the property was acquired.

(2) Mailed the notice of the proposed sale by certified mail, return receipt requested, to each person with the same name as the person from whom the property was acquired at any other address on the last equalized assessment roll.

(3) Published the notice of the proposed sale pursuant to Section 6061 of the Government Code in at least one newspaper of general circulation within the city or county in which the property is located.

(4) Posted the notice of the proposed sale in at least three public places within the city or county in which the property is located.

(5) Posted the notice of the proposed sale on the property proposed to be sold.

(k) For purposes of this section, "adjusted for inflation" means the original acquisition price increased to reflect the proportional increase in the Consumer Price Index for all items for the State of California, as determined by the United States Bureau of Labor Statistics, for the period from the date of acquisition to the date the property is offered for sale.

(Amended by Stats. 2007, Ch. 130, Sec. 36. Effective January 1, 2008.)

**September 14, 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).

Resolution No. \_\_\_\_\_  
Page 2

**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



# CITY MANAGER

City of Compton, CA

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

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# CITY MANAGER

City of Compton, CA

## 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 Compton, 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.

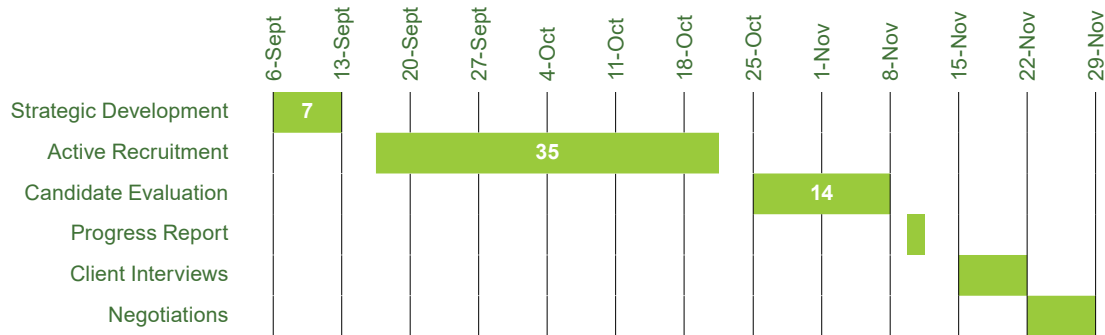
By doing the above, we will maximize the likelihood of mutual success.

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:

|                             |                                                                                                                              |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------|
| <b>1st Week</b>             | Meet with the appropriate individuals to gather background information.                                                      |
|                             | Develop and obtain approval for the Recruitment Profile.                                                                     |
| <b>2nd - 3rd Week</b>       | Develop a list of potential candidates to target.                                                                            |
|                             | Prepare and place advertisements, if desired.                                                                                |
| <b>4th - 7th Week</b>       | Active recruitment—solicit, receive and acknowledge resumes.                                                                 |
| <b>8th - 9th Week</b>       | Evaluate resumes and gather supplemental information. Submit progress report and meet with you to review leading candidates. |
| <b>10th Week</b>            | Verify degrees and certifications and interview the best qualified candidates.                                               |
| <b>11th Week</b>            | Submit final report and initiate the interview process with you.                                                             |
| <b>Following Interviews</b> | 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.

# CITY MANAGER

City of Compton, CA

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:

|                    |                                                         |              |         |
|--------------------|---------------------------------------------------------|--------------|---------|
| <b>1st Billing</b> | Due after Start Meeting                                 | First Phase  | \$7,500 |
| <b>2nd Billing</b> | Due upon our submittal of a draft recruitment profile   | Second Phase | \$7,500 |
| <b>3rd Billing</b> | Due after we meet and submit our Progress Report to you | Third Phase  | \$7,500 |
| <b>4th Billing</b> | 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.*

# CITY MANAGER

City of Compton, CA

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**                      Office: (562) 901-0769 x332  
                                            Fax: (562) 901-3082  
                                            E-mail: [sjoyce@alliancerc.com](mailto:sjoyce@alliancerc.com)

**Sherrill Uyeda**                      Office: (562) 901-0769 x331  
                                            Fax: (562) 901-3082  
                                            E-mail: [suyeda@alliancerc.com](mailto:suyeda@alliancerc.com)

**ALLIANCE RESOURCE CONSULTING LLC**  
**HEADQUARTERS**  
1 Centerpointe Drive, Suite 440  
La Palma, CA 90623



# CITY MANAGER

City of Compton, CA

**TALLAHASSEE, FLORIDA**

**SEATTLE, WASHINGTON**

[www.allianceRC.com](http://www.allianceRC.com)

 [twitter.com/GoAllianceRC](https://twitter.com/GoAllianceRC)

 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

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@comptontcity.org](mailto:kbradford@comptontcity.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)

*S e r v i n g   P u b l i c   S e c t o r   C l i e n t s   S i n c e   1 9 7 2*

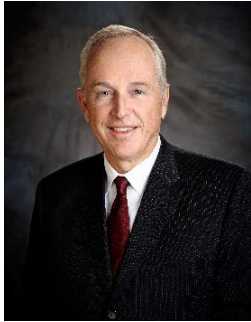
- Barstow, CA – City Administrator (Current Search)
- Belvedere, CA – City Manager (2017)
- Beverly Hills, CA – Deputy City Manager (2019)
- Bishop, CA – City Administrator (2018 & 2020)
- Brownsville, TX – City Manager (2018)
- Buellton, CA – City Manager (2019)
- Burleson, TX – Deputy City Manager (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](mailto: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:

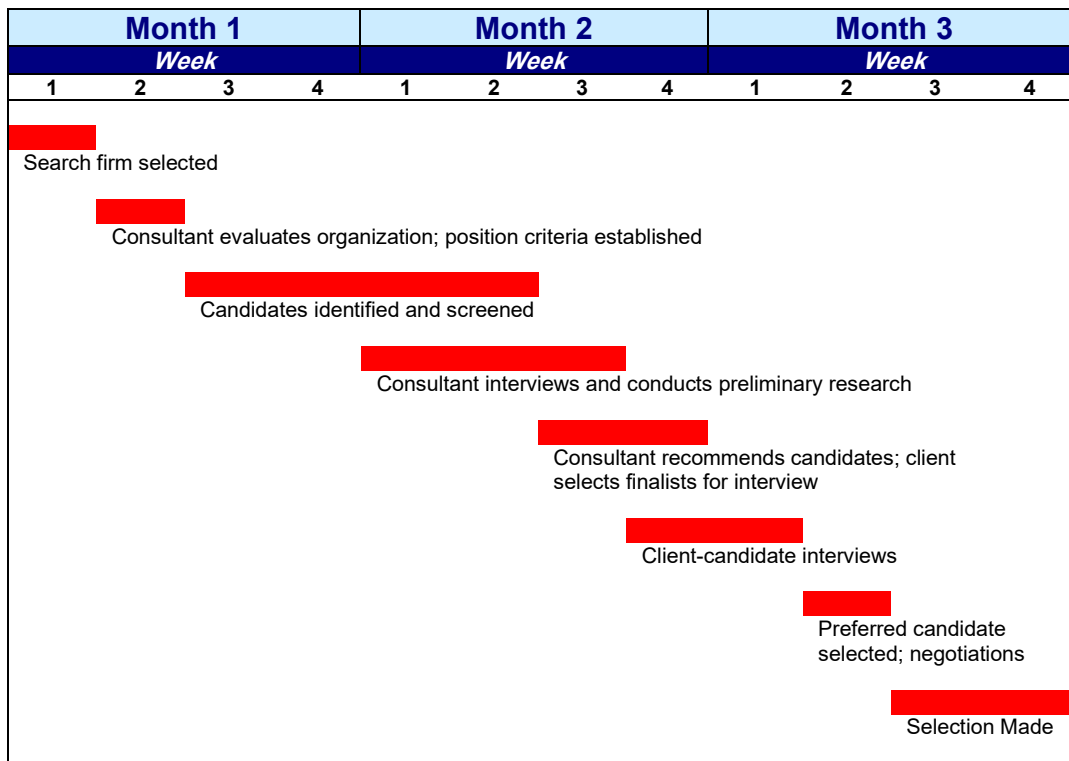
- Developing a comprehensive position profile based upon information obtained in various meetings with the City Council and other designated City staff.
- Reviewing current compensation and recommending changes based upon market and competitive conditions.
- Extensive personal outreach to highly qualified 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](http://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.



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



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](mailto:bill@thehawkinscompany.com)

[www.thehawkinscompany.com](http://www.thehawkinscompany.com)

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August 17, 2021

**CONFIDENTIAL**

Kareemah Bradford  
Human Resources Department  
City of Compton  
205 S. Willowbrook Avenue  
Compton, California 90220

Via Email: [kbradford@comptoncity.org](mailto: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.

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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,

A handwritten signature in cursive script, appearing to read "William D. Hawkins".

William D. Hawkins  
President

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## **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

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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.

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## **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.”

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## **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.

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## **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.*

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## **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)<br>-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)<br>-Assistant City Administrator (2018)<br>-City Manager |
| City of Richmond, CA     | -City Manager                                                                                 |
| City of Richmond, VA     | -Chief Administrative Officer (CAO)<br>-Deputy CAO<br>-Deputy CAO                             |
| City of San Bruno, CA    | -Assistant City Manager (2020)                                                                |
| City of Santa Monica, CA | -Assistant City Manager (COO)<br>-Deputy City Manager (2018)                                  |

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## **PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS)**

|                                                |                                              |
|------------------------------------------------|----------------------------------------------|
| City of Austin, TX                             | City of San Antonio, TX                      |
| City of Baltimore                              | City of Berkeley                             |
| City of Citrus Heights                         | City of Dallas, TX                           |
| City of Benicia                                | City of Inglewood                            |
| City of Bellevue, WA                           | City of Long Beach                           |
| City of Carson                                 | City of Lynwood                              |
| City of Compton                                | City of Oceanside                            |
| City of Kansas City, MO                        | City of Richmond, CA                         |
| City of Los Angeles                            | City of Sacramento                           |
| City of Oakland                                | City and County of San Francisco             |
| City of Pasadena                               | City of Seattle                              |
| City of Richmond, VA                           | City of Santa Monica, CA                     |
| City of San Diego                              | County of Contra Costa                       |
| City of San Jose                               | County of San Diego                          |
| City of Salinas                                | King County, WA                              |
| County of Alameda                              | Dallas Area Rapid Transit District Authority |
| County of Los Angeles                          | Las Vegas Housing Authority                  |
| Atlanta-Fulton County                          | Long Beach Water Department                  |
| Brooklyn Public Library                        | Metropolitan Water District of Southern      |
| California East Bay Municipal Utility District | City of College Park, GA                     |
| Las Vegas Valley Water District                | LA County Transportation                     |
| Commission Village of Oak Park, IL             |                                              |

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## **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.

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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).

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***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.

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## **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.

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#### **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.

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## **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.

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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.

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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.

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## **CITY MANAGER** **EXECUTIVE SEARCH** **TIMELINE**

### *Overview of Proposed Tasks and Timeline*

|    | <b>Proposed Tasks</b>                                                                                                                                                                     | <b>Proposed Timeline</b> |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| 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. | <b>Week 1-2</b>          |
| 2. | Interview other key stakeholders as identified by our client. Prepare survey for community input. Post survey. Strongly recommend community meetings.                                     | <b>Week 2</b>            |
| 3. | Present work plan including detailed timeline and survey results. Finalize recruitment profile/brochure and place advertisements.                                                         | <b>Week 3</b>            |
| 4. | Candidate research and recruitment by search consultants. (Usually 6 weeks)                                                                                                               | <b>Week 4-10</b>         |
| 5. | Prepare and submit initial recruitment report to client. Meet with client to select top 6-8 candidates for evaluations.                                                                   | <b>Week 11</b>           |
| 6. | Candidate (6-8 shortlisted) screening and evaluations by search consultants including preliminary referencing.                                                                            | <b>Week 12-13</b>        |
| 7. | Presentation of report on shortlisted candidates. Council selects candidates for site interviews.                                                                                         | <b>Week 14</b>           |
| 8. | Top candidates participate in interview process. Final candidate selected for additional evaluations by the Council.                                                                      | <b>Week 14-15</b>        |
| 9. | The City Council selects and makes job offer to the chosen candidate.                                                                                                                     | <b>Week 16</b>           |

***Adjustments May Be Made To This Timeline As Needed***

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## **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**.

| <b>Professional Fee and Estimated Expenses</b>   |                        |
|--------------------------------------------------|------------------------|
| <i>Item</i>                                      | <i>Cost:</i>           |
| Professional Fee                                 | \$33,000               |
| <b><i>Reimbursable Expenses (estimated):</i></b> |                        |
| Advertisement                                    | \$ 1,500               |
| Brochure Development/Printing/Mailing            | 1,500                  |
| Background Checks/Research                       | 500                    |
| Report Preparation                               | 500                    |
| Consultant & Candidate Travel                    | 3,000                  |
| <i>Subtotal-Expenses (Not to Exceed)</i>         | <u>\$ 7,000</u>        |
| <b><i>Total</i></b>                              | <b><u>\$40,000</u></b> |

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. The 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.

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**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**") and collectively, the "**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. 25,004, adopted on the 23<sup>rd</sup> day of 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**, for the consideration, terms and conditions herein described, mutually agree as follows:

**AGREEMENT:**

**1. Services to be rendered by Consultant.** It is the mutual understanding of the **Parties** that the Consultant shall provide and perform Executive-Level Recruitment; more particularly described in Consultant's "**Letter Proposal for Recruitment Services**", dated August 9, 2019, which is incorporated herein; for the City's City Manager position. Services necessary for completion of the City Manager 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. Simpson~~**Craig 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 Parties~~issuance 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 Proposal~~ity provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's ~~work-product~~Work Product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of ~~the City'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 twenty-Two~~Four Thousand Dollars (\$~~3224,000.00~~), payable in four (4) installment as follows:

- |                           |                                                             |
|---------------------------|-------------------------------------------------------------|
| ▪ <del>\$9,6007,200</del> | Following kick-off and finalization of recruitment brochure |
| ▪ <del>\$9,6007,200</del> | After closing date                                          |
| ▪ <del>\$9,67,2000</del>  | After finalist interviews                                   |
| ▪ <del>\$3,22,400</del>   | 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 ~~contractors~~contractors' 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's~~insured 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 commisal~~ with commission of any of the offenses enumerated in the preceding paragraph; and
- .f Have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

**[Supply exceptions on separate page]**

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

**[Attach separate page]**

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

\_\_\_\_\_  
**Name, title** Heather Renschler, President/CEO

**Date**

**20. Jurisdiction, Venue and Governing Law.** Any action at law or in equity brought by either of the ~~Parties~~ 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~~ Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

22. **Waivers.** The waiver by either ~~Party~~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 (5<sup>th</sup>) 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

Professional Services Agreement – Ralph Anderson & Associates  
Executive Level Recruitment – ~~City Manager~~Controller  
~~City Manager~~Resolution 25,004

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

**2930. Miscellaneous.** No provision of this Agreement is to be interpreted for or against either ~~partyParty~~ because that ~~partyParty~~ or that ~~partyParty~~'s legal representative drafted such provision.

Should either ~~partyParty~~ hereto, or any representative, successor or assign of either ~~partyParty~~ hereto, resort to litigation to enforce the provisions of this Agreement, the ~~partyParty~~ or ~~partiesParties~~ 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 ~~partyParty~~ or ~~partiesParties~~ 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, titleHeather Renschler, President/CEO

CITY OF COMPTON

Approved by:

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Ronerick D. SimpsonCraig J. Cornwell, City

Manager

Approved as to form:

By \_\_\_\_\_  
Damon M. Brown, City Attorney

Dated: \_\_\_\_\_

ATTEST:

Dated: \_\_\_\_\_

By \_\_\_\_\_

Professional Services Agreement – Ralph Anderson & Associates  
Executive Level Recruitment – ~~City Manager~~ Controller  
~~City Manager~~/Resolution 25,001

Alita Godwin, City Clerk