

Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

**COMPTON CITY COUNCIL
AGENDA
11/02/2021
5:30 PM**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. OCTOBER 5, 2021

PUBLIC WORKS DEPARTMENT

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES (\$269,292.50)
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR PSOMAS TO PROVIDE DESIGN ENGINEERING SERVICES RELATED TO THE DRAINAGE ISSUE LOCATED AT FIRE STATION NO. 3 (\$48,950)

WATER DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,414 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND PITNEY BOWES PRESORT SERVICES LLC FOR USE OF CITY-OWNED VACANT PROPERTY LOCATED AT 18551 BROADWICK STREET FOR EMPLOYEE PARKING
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE BOEING COMPANY FOR ASSIGNMENT OF A NON-CONSUMPTIVE WATER USE PERMIT FOR GROUNDWATER ASSESSMENT AND REMEDIATION ON WEST LAUREL STREET

REGULAR AGENDA

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

6. APPOINTMENTS OF BOARDS/COMMISSIONS AND COMMITTEES

BOARD AND COMMISSION (VARIOUS)

CITY MANAGER'S REPORT

7. POWER POINT PRESENTATION - WATER BILL EXPLANATION- Water Department

NEW BUSINESS

8. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING VARIOUS SECTIONS OF CHAPTERS VII, VIII, IX, XII AND XXII OF THE COMPTON MUNICIPAL CODE RELATED TO THE IMPOUNDMENT OF VEHICLES (First Reading)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/9/2021 @ 5:30 PM

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

OCTOBER 5, 2021

The Compton City Council Closed Session meeting was called to order at 4:35 p.m. by Mayor Emma Sharif. The Council Members participated in the meeting through Zoom Teleconference due to the existence of the coronavirus pandemic.

ROLL CALL

Council Members Present – M. Chambers, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – I. Galvan

Other Officials Present: D. Brown, V. McDaniel, B. Mims, R. Simpson

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20. The City Council will participate in the meeting through teleconference. Members of the public may observe this meeting via Channel 36 or via city website streaming services at: www.comptoncity.org, and offer comments at this meeting via Zoom during the public comments portion of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act (“ADA”) please contact the City Clerk’s Office at (310) 605-5530 or email: contactcityclerk@comptoncity.org prior to the meeting for assistance.

CLOSED SESSION AGENDA ITEMS

LIABILITY CLAIMS Claimant: Craig Cornwell Agency Claimed Against: City of Compton Pursuant to California Government Code Section 54961
 PUBLIC EMPLOYEE APPOINTMENT Title: City Manager Pursuant to California Government Code Section 54957

PUBLIC COMMENTS ON CLOSED SESSION ITEMS ONLY

There were no audience comments.

On motion by Darden, seconded by Bowers, the City Council recessed to closed session at 4:40 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Chambers, seconded by Bowers, the City Council reconvened at 5:36 p.m., by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION – CITY MANAGER’S CONTRACT

City Attorney Damon Brown reported out the terms of compensation for the City Manager and indicated that the City Council will vote to approve a contract for the employment of **Mr. Ronerick Simpson** as **City Manager** through the period of July 21, 2021, through January 20, 2022, at the compensation of \$18,416 per month, which is based on an annualized salary of \$221,000. Mr. Simpson will be permitted the use of a City vehicle, cell phone and various employee benefits that come with the position. City Attorney Brown further indicated that this is an “At Will” contract with no compensation for early termination of the contract.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray commented that he attempted to log in to make a statement regarding the closed session item, however, he was unable to do so. Mr. Ray urged the City to provide for permit parking to address the numerous recreational vehicles illegally parked around the City. Mr. Ray also commented that the City received funds from the American Rescue Act and urged the City Manager to rehire Fire Department Personnel and Parks and Recreational employees.

Aaron Vorhees encouraged the residents to not approach the Council with rumors and inuendo, but to thoughtfully and respectfully engage with the Council and share only factual information. Mr. Vorhees encouraged the City to provide stable and proper leadership and formulate a plan to assist and engage the residents of the community. Mr. Vorhees stated that he would like to see a recruitment plan and also requested a report that details past projects that have been completed along with future project plans for the City.

Barbara Calhoun, former City Councilmember, informed the City Council that the area of Compton Avenue and Stockwell is in need of speed bumps which will assist in deterring the illegal street takeovers, and further indicated that Compton Avenue must be completely repaved rather than patch work repair. Ms. Calhoun encouraged the City Council to keep the community involved and informed and noted that the City must provide the residents with a telephone number to report street light outages on the weekends.

Twone Flowers raised concerns regarding the \$25,000 issued to the Olson Project from the bowling alley. Mr. Flowers commended Councilman Bowers for doing such an awesome job for speaking up and getting content and back up agenda information. Mr. Flowers then encouraged the City to support the Crystal Park hotel in Compton and advertise that it has been completely remodeled and will be an excellent location for those visiting Compton during the 2028 Olympics.

Mel Bailey, II commented that Republic Waste is refusing to provide new trash receptacles for those that were damaged by their company, and further requested assistance from City Hall. Mr. Bailey also spoke regarding the need for permit parking and also city-wide internet and further reminded the City Council to be respectful and properly represent the citizens. Mr. Bailey also noted that October is Domestic Violence Awareness month.

CONSENT AGENDA

APPROVAL OF MINUTES

1. SEPTEMBER 7, 2021 (*Approved*)

CITY ATTORNEY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT EXTENDING THE TERM OF THE SOFTWARE LICENSE AND MAINTENANCE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR VENTIV TECHNOLOGY, INC. FOR PROVISION OF THE RISK MANAGEMENT IVOS DATABASE (\$94,177.93) (*Approved Resolution Number 25,560*)

WATER DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2021-2022 FISCAL YEAR (\$2,640,000) (*Approved Resolution Number 25,561*)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA FOR THE PURCHASE OF IMPORTED WATER FOR THE 2021-2022 FISCAL YEAR (\$530,000) (*Approved Resolution Number 25,562*)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR REPAYMENT OF UNSPENT CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY, DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY GRANT FUNDS FROM GRANT NO. OPP-10-19-0122 (\$26,571) (*Approved Resolution Number 25,563*)

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

AYES: Council Members – Chambers, Galvan, Bowers, Darden, 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 (*No action taken regarding this item*)
7. REMOVAL OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

Mayor Sharif requested that all board and committee members with expired terms be removed and required to submit applications for re-appointment.

On motion by Chambers, seconded by Darden, all board and committee members with expired terms were removed by the following vote on roll call:

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

CITY MANAGER'S REPORT

8. METROPOLITAN WATER DISTRICT REPORT - TANA MCCOY, BOARD MEMBER

On motion by Chambers, seconded by Darden, the report was received and filed by the following vote on roll call:

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

9. A REQUEST TO SCHEDULE A PUBLIC HEARING ADOPTING THE 2019 EDITION OF THE CALIFORNIA ADMINISTRATIVE, BUILDING, RESIDENTIAL, MECHANICAL, PLUMBING, ELECTRICAL, GREEN BUILDING STANDARDS, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING, AND FIRE CODES, INCLUDING CERTAIN APPENDICES THERETO; AND THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS, ADDITIONS, EXCEPTIONS, AND PENALTIES, AND AMENDING CHAPTERS 14 THROUGH 17, OF THE COMPTON MUNICIPAL CODE

On motion by Darden, seconded by Galvan, the public hearing was scheduled for **October 26, 2021, at 5:45 p.m.** by the following vote on roll call:

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

NOES: Council Members – None

ABSENT: Council Members – None

10. ORAL REPORT - ARTESIA BRIDGE UPDATE

Assistant City Manager Michael Antwine reported that on December 18, 2020, the Artesia Bridge sustained significant fire damage due to the fire that occurred underneath the bridge. The fire was put out by the Compton Fire Department. After the fire, the bridge was subsequently closed. The City contacted Los Angeles county and public works as well as Caltrans to assist with an assessment of the bridge. Prior to that assessment, the City Council approved contracts for hazardous waste removal of fire debris and other materials that were left after the bridge fire.

Los Angeles County performed a thorough and detailed inspection as it relates to the under workings of the bridge. On June 9, 2021, a formal report indicated that there was significant damage to the steel girders and concrete that sustained warping and degrading to the point of no repair.

Staff is working with L. A. Metro, Caltrans, as well as state and local officials to identify funding sources to repair the bridge. It was recommended that the bridge be fully replaced at the cost of over \$30 Million. Staff is engaged in potential alternatives in the interim until Staff can identify funding to replace the bridge.

11. POWER POINT PRESENTATION - 501/601 EAST COMPTON BOULEVARD DEVELOPMENT UPDATE

City Manager Ronerick Simpson introduced Mr. Keith B. Key and Jonathan Chambers who offered a power point presentation regarding the 501/601 East Compton Boulevard development update.

Keith B. Key and Jonathan Chambers provided the update and offered a power point presentation explaining that this proposed project is a mixed-use, mixed-income development that will include 290 residential units as well as residential amenities such as a lobby, lounge area, fitness room, swimming pool, in-unit washers/dryers and more. The site will also include community serving commercial space in addition to a large Innovation Center. There will be sufficient parking for both the commercial and residential use as well as a public pedestrian plaza. All of which will be accommodated in a seven-story building that will be broken up into different vertical sections and will bridge over Willow Street.

- **Innovation Center** – The Innovation Center is envisioned to be a 44,514 square-foot campus designed to foster innovation in technology, arts, entrepreneurial concepts and more for Compton’s innovators. This center will provide learning labs, coworking and product development,” makers” labs, studios, and recreational space for artists, writers, musicians, designers and tech developers by creating a state-of-the-art, high-energy atmosphere for learning, collaboration, and production.

- **Willow Plaza** – A public pedestrian plaza will be created by closing Willow Street to non-emergency vehicle traffic. This plaza will become the focal point for the site and the nearby district; features may include public art, outdoor dining, mini performance spaces, mobile vendors, public seating and vegetation.

- **Retail Uses** – Two spaces for commercial retail uses of 7,234 sq. ft. are planned and may be used for a variety of commercial retail uses, including food services.

- **Residential Uses** – The 290 residential units will include 58 affordable housing units.

6:15 P.M. - JOINT PUBLIC HEARING - CONSIDERATION OF APPROVAL OF A PURCHASE AND SALES AGREEMENT BETWEEN OLSON URBAN HOUSING, LLC AND THE CITY OF COMPTON (250 N. CENTRAL AVENUE)

On motion by Chambers, seconded by Darden, the Governing Body of the Successor Agency meeting was open at 7:05 p.m. by the following vote on roll call:

AYES: **Directors – Chambers, Galvan, Bowers, Darden, Sharif**
NOES: **Directors – None**
ABSENT: **Directors – None**

Assistant City Manager Michael Antwine indicated that the property of the City subject to the Purchase and Sale Agreement is an undivided 5/6 interest in the approximately 450 square foot property located on the east side of Central Avenue, north of Compton Boulevard and south of Brazil Street in the City of Compton, County of Los Angeles. The Developer is acquiring the land for the purpose of developing market rate and affordable housing consisting of 57 2-3-bedroom townhomes. Three of the townhomes will be required to be sold at affordable sales prices to low-income households. The City of Compton acquired the land using housing funds that the City, as Housing Successor, received as a result of the dissolution of the Community Redevelopment Agency of the City of Compton.

Pursuant to the Purchase and Sale Agreement, the City’s property will be sold to the Developer simultaneously with the sale by the Successor Agency to the Developer of the Successor Agency’s approximately 2.5-acre parcel located at 250 N. Central Avenue (also referred to as 14904 Central Avenue) in the City of Compton (the “Successor Agency’s Property”). The City’s property will facilitate the development of the housing project to be developed on the Successor Agency’s Property by, among other things, providing the project with access to a publicly dedicated street Central Avenue.

Mr. Ben Johnson and John Reekstin provided a brief presentation regarding the proposed development.

Mr. Antwine concluded by stating that Staff is recommending that the adopt of the resolution approving the execution and delivery of the Purchase and Sale Agreement by and among the City, the Successor Agency and the Developer, making certain findings, and finding the project exempt from the California Environmental Quality Act.

PUBLIC COMMENTS REGARDING THE PUBLIC HEARING

Robert Ray indicated that the City should make certain that the Olson Group is aware that they are required to hire City employees through Career Link for large construction project for the 250 Central and 1950 N. Central projects.

Mel Bailey, II commented that he previously inquired as to whether the proposed project would be an HOA operated community and the HOA dues associated with the project, however, he did not receive a response. Mr. Bailey further questioned whether a property management company has been identified relative to the project.

Mr. Reekstin indicated that the Olson Group is very excited to be working with City Staff and the Compton community and added that the company will continue to seek community input over the next several months. He further asserted that affordable housing is a key component of the project.

Mr. Michael Antwine then asserted that the City requires local hiring with this project, as with all projects in the City.

On motion by Darden, seconded by Chambers, the public hearing was closed at 7:19 p.m. by the following vote on roll call:

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

On motion by Bowers, seconded by Chamber, the Successor Agency meeting was recessed at 7:19 p.m. by the following vote on roll call:

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

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SIX (6) MONTH EMPLOYMENT AGREEMENT WITH RONERICK D. SIMPSON TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON

On motion by Galvan, seconded by Bowers, **Resolution Number 25,564** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SIX (6) MONTH EMPLOYMENT AGREEMENT WITH RONERICK D. SIMPSON TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON**’ was adopted by the following vote on roll call:

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON (ACTING AS SUCCESSOR TO THE HOUSING ASSETS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON) MAKING CERTAIN FINDINGS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH OLSON URBAN HOUSING, LLC AND THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON FOR THE SALE OF PROPERTY OWNED BY THE CITY LOCATED ON THE EAST SIDE OF CENTRAL AVENUE, NORTH OF COMPTON BOULEVARD, AND SOUTH OF BRAZIL STREET IN THE CITY OF COMPTON, FINDING THAT SUCH AUTHORIZATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS

On motion by Bowers, seconded by Darden, **Resolution Number 25,565** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON (ACTING AS SUCCESSOR TO THE HOUSING ASSETS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON) MAKING CERTAIN FINDINGS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH OLSON URBAN HOUSING, LLC AND THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON FOR THE SALE OF PROPERTY OWNED BY THE CITY LOCATED ON THE EAST SIDE OF CENTRAL AVENUE, NORTH OF COMPTON BOULEVARD, AND SOUTH OF BRAZIL STREET IN THE CITY OF COMPTON, FINDING THAT SUCH AUTHORIZATION IS EXEMPT FROM ENVIRONMENTAL REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, AND TAKING RELATED ACTIONS**’ was adopted by the following vote on roll call:

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

14. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA ADMINISTRATIVE, BUILDING, RESIDENTIAL, MECHANICAL, PLUMBING, ELECTRICAL, GREEN BUILDING STANDARDS, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING, AND FIRE CODE, INCLUDING CERTAIN APPENDICES THERETO; AND THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS, ADDITIONS, EXCEPTIONS, AND PENALTIES, AND AMENDING CHAPTERS 14 THROUGH 17, AND 22, OF THE COMPTON MUNICIPAL CODE (First Reading)

On motion by Chambers, seconded by Galvan, the Ordinance entitled ‘**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING BY REFERENCE THE 2019 EDITION OF THE CALIFORNIA ADMINISTRATIVE, BUILDING, RESIDENTIAL, MECHANICAL, PLUMBING, ELECTRICAL, GREEN BUILDING STANDARDS, ENERGY, HISTORICAL BUILDING, EXISTING BUILDING, AND FIRE CODE, INCLUDING CERTAIN APPENDICES THERETO; AND THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE, TOGETHER WITH CERTAIN AMENDMENTS, DELETIONS, ADDITIONS, EXCEPTIONS, AND PENALTIES, AND AMENDING CHAPTERS 14 THROUGH 17, AND 22, OF THE COMPTON MUNICIPAL CODE**’ was placed on first reading by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Chambers offered the following communications/announcements:

- Announced that she will be hosting a Pop-up Children’s Entrepreneur event, whereby the youth of the community can showcase their art, talents, skills, inventions or products to the Compton community on October 24, 2021, at the Compton Grocery Outlet.
- Reported that another illegal marijuana dispensary establishment has opened on Rosecrans and Central Avenue and requested that the City increase the efforts to permanently close all such establishments.
- Urged the City to remove the many illegally parked trucks and campers around the City.
- Requested that the Council meeting be adjourned in memory of **Dr. Sandra Davis** and **Ms. Venice A. Francisco**.

Councilmember Galvan offered the following communications/announcements:

- Expressed his enthusiasm that the City Council will be returning to in-person meetings the next time the Council meets.
- Commended Deputy City Clerk Vernell McDaniel for her generous assistance given to the VFW Post and its members over the years.
- Wished **Armani Taylor** a very Happy Birthday!

Councilmember Bowers offered the following communications/announcements:

- Requested that the City address the issues and complaints relative to Republic Services.
- Invited the community to attend his first Movie in the Park event scheduled for October 15, 2021, at Tucker Park beginning at sunset.
- Invited the community to attend his Town Hall meeting on October 16, 2021, from 12:00 p.m. to 2:00 p.m. at Burrell MacDonald Park.

Councilmember Darden offered the following communications/announcements:

- Reported that she recently attended a community meeting with the Concerned Citizens of Compton regarding land use and development and other proposed project around the City.
- Invited the community members to contact her office to discuss any issue or concerns.
- Requested that the Council meeting be adjourned in memory of **Shante Alford Williams** and **Pierre Hamilton**.

Mayor Sharif offered the following communications/announcements:

- **Mayor Sharif** urged the community to report power outages to the City at: Comptoncity.org or contactmayor@comptoncity.org.
- **Mayor Sharif** wished **Irma Clemmons** a very Happy Birthday!
- **Mayor Sharif** invited the community to attend the **Halloween *Trunk or Treat*** event at the Dollarhide Community Center on October 30, 2021, from 12 noon to 4:00 p.m.
- **Mayor Sharif** requested that the Council meeting be adjourned in memory of **Kelly McCoy**.

ADJOURNMENT

On motion by Darden, seconded by Galvan, the meeting was adjourned in memory of **Dr. Sandra Davis, Venice A. Francisco, Kelly McCoy, Shante A. Williams** and **Pierre Hamilton** and at 8:00 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

November 2, 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 ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES (\$269,292.50)

SUMMARY

Staff is recommending the City Council adopt the attached resolution authorizing the City Manager to enter into a second (2nd) amendment to the professional services agreement with Interwest Consulting Group to continue to provide on-call civil and traffic engineering services to the Public Works (Engineering) Department and establishing a purchase order in the amount not to exceed Two Hundred Sixty Nine Thousand Two Hundred Ninety Two Dollars and Fifty Cents (\$269,292.50).

BACKGROUND

The City's Public Works (Engineering) Department ("Department") is responsible for, among other matters, performing civil and engineering services on behalf of the City, including assuring the successful and timely completion of many government and private projects within the City. Due to the voluminous nature of the projects and assignments and the insufficient number of personnel, for certain services and projects, the Department needs to employ the expert services of an independent consultants.

On July 21, 2020, pursuant to Resolution No. 25,321, City Council authorized the City Manager to enter into a professional services agreement with Interwest Consultant Group in the amount of \$150,000 to assist the Department by providing on-call and traffic engineering services.

On April 13, 2021, pursuant to Resolution No. 25,445, City Council authorized the City Manager to enter into a professional services agreement with Interwest Consulting Group ("Interwest") in the amount of \$175,000 to assist the Department by providing the following on-call and traffic engineering services:

- Review and provide recommendations for implementation of the Capital Improvement Project #18-01 – Phase 1 and Phase 2.

- Review and provide recommendations and/or approvals for Traffic Impact Analyses for public and private projects.
- Perform warrant studies for traffic signal and/or stop sign installations (including field review, research and review collision data, recommendations). Conformance with Federal, state and local regulations, particularly the California Manual on Uniform Traffic Control Devices requirements and general compliance with City standards, ordinances and regulations.
- Consultant will stamp and wet sign the approval of ALL engineering documents/plans/maps for accuracy and adequacy.
- GIS mapping.
- Conceptual Engineering and presentations for Grants and Regional Transportation Planning.
- Develop Traffic Control Plans for Capital Improvement Projects.

The current On-call and Engineering assistance services were authorized by Council up to \$175,000.00.

STATEMENT OF ISSUE

The previously agreed upon compensation of \$175,000 has been exhausted and the current agreement with Interwest has expired, however, the Department's need for assistance still exist due to staffing shortages and lack of adequate in-house expertise, thus staff is requesting to amend the current agreement with Interwest to continue to provide assistance as-needed and for specific projects, which include, but are not limited to the following:

1. Artesia Boulevard Bridge Closure Project mitigation for Compton
2. Rosecrans Bridge Mitigation (financial assistance)
3. Street Renaming Project (Palmer Avenue)
4. Coordinating of the United States Army Core of Engineers ("USACE") regarding the fence below the Artesia bridge for repair and clean-up of the area adjacent to Compton Creek
5. Annual Residential Street Rehabilitation – CIP #`18-01 Phase 2 (Design & Construction Services)
6. Compton Boulevard Corridor (Willowbrook Avenue to Central Avenue) HSIP Cycle 8 grant
7. Compton Boulevard Corridor (Willowbrook Avenue to East City Limits) HSIP Cycle 7 grant
8. 20 Pedestrian Heads – Request For Proposal, Construction Implementation
9. Compton Boulevard over Compton Creek Projects
10. Multi-Grade Crossing at 408 & 412 Alondra (Horse crosswalk) Project
11. SR-91/Central Metro Project Development for Compton with Gateway Cities/Metro

12. Release of Bonds for Mona & Oris Project and Rosecrans avenue Project
13. Los Angeles Permit Group
14. Private Development Projects including:
 - a. 1300 Atlantic Avenue – Ryder Truck Sales
 - b. 1650 West 134th Street Vacation Case No. 20-001
 - c. 2320 North Parmelee Avenue Grading and Civil Plans
 - d. Gas Company 27” L765 Project on Atlantic Avenue and Linsey Street
 - e. 927 Santa Fe Avenue Grading/Drainage Plan
 - f. 501/601 Compton Boulevard
 - g. 439 Carlin Avenue
 - h. 2600 Wilmington Avenue
 - i. 809 Pine Street – PC3
 - j. 15200 Gibson Avenue
 - k. 308 East Compton Boulevard
 - l. 1950 North Central Avenue
 - m. 701 North Wilmington Avenue – School Site
 - n. KBK Development – 501/601 E. Compton Blvd.
 - o. LandSpire Development – 1434 W. Compton Blvd.
 - p. Olson Development – 250 N. Central Ave. & 1950 N. Central Ave.
15. Intelligent Transportation System (“ITS”) coordination with Metro (signal projects)
16. Industrial Waste Permits including:
 - a. Owens Corning IWP No. 12609
 - b. Owens Corning IWP No. 005877
 - c. Avalon Cold Storage, LLC IWP No. 22541
 - d. Continental Forge Company IWP No. 3227 R-2
17. Atlantic Corridor Master Plan
18. I-710 TAC coordination for Early Action Funding of future projects in Compton
19. Integrated Corridor Management (“ICM”) Project for Compton
20. Pavement Management System Review for City
21. Traffic Engineering including assisting with City policy and implementation of speed bumps, stop signs, permit studies, street renaming, etc.
22. Construction Management and Inspection Services for Fire Stations Nos. 1 through 4 Driveway and Apron Improvement Project (CIP# 20-01)

Interwest is uniquely qualified to perform civil and traffic engineering services and project management services for the City. Interwest currently provides municipal engineering, transportation planning, program and project management, and Geographic Information Systems (“GIS”) services.

Given Interwest’s engineering expertise and management of capital improvement projects, coupled with the reduction of City workforce and lack of expertise in City staff, it is recommended that the City amend the agreement with Interwest to

continue providing civil and traffic engineering consultant services to the Department.

FISCAL IMPACT

Funding in the amount not to exceed Two Hundred Sixty Nine Thousand Two Hundred Ninety Two Dollars and Fifty Cents (\$269,292.50) for this expenditure are available in Account No. 1004-610-000-4269.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**RONERICK D. SIMPSON
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO
THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A
PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE
ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES (\$269,292.50)**

WHEREAS, the City's Public Works (Engineering) Department ("Department") is responsible for, among other matters, performing civil and engineering services on behalf of the City, including assuring the successful and timely completion of many government and private projects within the City; and

WHEREAS, due to the voluminous nature of the projects and assignments and the insufficient number of personnel, for certain services and projects the Department needs to employ the expert services of independent consultants; and

WHEREAS, on April 13, 2021, pursuant to Resolution No. 25,445, City Council authorized the City Manager to enter into a professional services agreement with Interwest Consulting Group ("Interwest") to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, said on-call and engineering assistance service were authorized to be performed until the agreed compensation amount of \$175,000.00 was exhausted, at which time the agreement would terminate; and

WHEREAS, the agreed upon compensation of \$175,000 has been exhausted and the current agreement with Interwest has expired; however, the Department's need for assistance still exist due to staffing shortages and lack of adequate in-house expertise, thus staff is requesting to amend the current agreement with Interwest to continue to provide assistance as-needed and for specific projects; and

WHEREAS, Interwest is uniquely qualified to perform civil and traffic engineering services and project management services for the City and given Interwest's engineering expertise and management of capital improvement projects, coupled with the reduction of City workforce and lack of expertise in City staff, it is recommended that the City amend the agreement with Interwest to continue providing civil and traffic engineering consultant services to the Department at a cost not-to-exceed \$269,292.50; and

WHEREAS, funding for this expenditure in the amount of Two Hundred Sixty Nine Thousand Two Hundred Ninety Two Dollars and Fifty Cents are available in Fiscal Year 2021-2022 budget in Account No. 1004-610-000-4269.

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 second (2nd) amendment to the professional services agreement with Interwest Consulting Group to continue to provide on-call civil and traffic engineering consultant services to the Public Works (Engineering) Department.

SECTION 2. That a purchase order in the amount of \$269,292.50 is hereby authorized to be established for Interwest Consulting Group.

SECTION 3. That funds in the amount of \$269,292.50 are available in the Fiscal Year 2021-2022 budget in Account No. 1004-610-000-4269.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works (Engineering) Department.

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
CITY OF COMPTON: ss

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

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

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

CITY CLERK OF THE CITY OF COMPTON

August 23, 2021

Michael L. Antwine II
Assistant City Manager
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220



Re: Letter Proposal for Extension of On-Call Civil Engineering and Traffic Services

Dear Mr. Antwine,

We are pleased to present this letter of proposal to the City of Compton for estimated costs of Interwest services for (i) The Four (4) Fire Stations Aprons Project; (ii) Public Works Director and City Engineer Advisory Support; (iii) Plan Review Services; and (iv) Traffic Engineering Services. We understand that the work will be on an as-needed basis; however, should you desire additional support, we would be happy to assist you with that as well. Below, please find the schedules of costs as per your discussions with Dan Garcia.

Schedules are calculated retroactively from August 1, 2021 and are forecasted through December 31, 2021.

The sum totals of all scheduled estimates through the specified period is \$269,292.50, rounded to \$270,000.

FOUR (4) FIRE STATIONS APRONS IMPROVEMENT PROJECT

CLASSIFICATION	TIME REQUIREMENT	HOURLY BILLING RATE	ESTIMATED COST
Inspector	102 Days x 8 Hrs Per Day	\$125	\$102,000
Constructin Manager	22 Weeks x 10 Hrs Per Wk	\$150	\$33,000
CM Support	22 Weeks x 8 Hrs Per Wk	\$85	\$14, 960

PUBLIC WORKS DIRECTOR/CITY ENGINEER SUPPORT

CLASSIFICATION	TIME REQUIREMENT	HOURLY BILLING RATE	ESTIMATED COST
PW Director/CE Advisor	22 Weeks x 10 Hrs Per Wk	\$150	\$33,000

PLAN REVIEW SERVICES

CLASSIFICATION	TIME REQUIREMENT	HOURLY BILLING RATE	ESTIMATED COST
RCE Review	22 Weeks x 4 Hrs Per Wk	\$150	\$13,200
Plan Check	22 Weeks x 10 Hrs Per Wk	\$85	\$18,700

TRAFFIC ENGINEERING SERVICES

CLASSIFICATION	TIME REQUIREMENT	MONTHLY BILLING RATE	ESTIMATED COST
Engineer	5 Months	\$10,000	\$50,000

We appreciate the opportunity to continue serving the City of Compton. Should you have any questions, please do not hesitate to contact me, Elizabeth O'Neil at honeil@interwestgrp.com / 310.500.5830, or Jim Ross at jross@interwestgrp.com / 714.742.1551.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul Meschino", with a long horizontal stroke extending to the right.

Paul Meschino

Vice President of Operations

pmeschino@interwestgrp.com

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
INTERWEST CONSULTING GROUP**

This **SECOND AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “CITY”) and **INTERWEST CONSULTING GROUP** (hereinafter referred to as “**CONSULTANT**”).

RECITALS:

WHEREAS, due to the voluminous nature of the projects and assignments that the Public Works (Engineering) Department (“Department”) is responsible for handling, the City has a need to employ the services of an experienced and professional engineering consulting firm to assist the Department by providing certain civil and traffic engineering services; and

WHEREAS, on July 21, 2020, pursuant to Resolution No. 25,321, City Council authorized the City Manager to enter into a professional services agreement with Consultant (“Interwest Consulting Group”) to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, on April 13, 2021, pursuant to Resolution No. 25,445, City Council authorized the City Manager to enter into a First Amendment to the professional services agreement with Consultant (“Interwest Consulting Group”) to assist the Department by providing on-call and traffic engineering services; and

WHEREAS, the current agreement with Interwest is about to expire; however, the Department’s need for assistance still exist due to staffing shortages and lack of adequate in-house expertise, thus the parties desire to amend the original Agreement to extend the term of the Agreement, continue and expand the scope of services and provide additional compensation in the amount of \$242,200.00 for the additional services rendered during the extended Agreement term’ and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____ 2021, the City Council authorized the City Manager to enter into a second (2nd) amendment to the professional services agreement with Consultant; and

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to authorize the continued performance of the services specified within the original Agreement and expand the scope of services to include performance of the following services:

- Artesia Boulevard Bridge Closure Project mitigation for Compton
- Rosecrans Bridge Mitigation (financial assistance)
- Street Renaming Project (Palmer Avenue)
- Coordinating of the United States Army Core of Engineers (USACE) regarding the fence below the Artesia bridge for repair and clean-up of the area adjacent to Compton Creek
- Annual Residential Street Rehabilitation Phase 2 (Design & Construction)
- Compton Boulevard Corridor (Willowbrook Avenue to Central Avenue) HSIP Cycle 8 grant
- Compton Boulevard Corridor (Willowbrook Avenue to East City Limits) HSIP Cycle 7 grant
- 20 Pedestrian Heads – Request For Proposal, Construction Implementation

- Compton Boulevard over Compton Creek Projects
- Four Fire Stations Driveway Apron Improvement Projects (CM & Inspection)
- Multi-Grade Crossing at 408 & 412 Alondra (Horse crosswalk) Project
- SR-91/Central Metro Project Development for Compton with Gateway Cities/Metro
- Release of Bonds for Mona & Oris Project and Rosecrans avenue Project
- Los Angeles Permit Group
- Private Development Projects including:
 - a. 1300 Atlantic Avenue – Ryder Truck Sales
 - b. 1650 West 134th Street Vacation Case No. 20-001
 - c. 2320 North Parmelee Avenue Grading and Civil Plans
 - d. Gas Company 27" L765 Project on Atlantic Avenue and Linsey Street
 - e. 927 Santa Fe Avenue Grading/Drainage Plan
 - f. 501/601 Compton Boulevard
 - g. 439 Carlin Avenue
 - h. 2600 Wilmington Avenue
 - i. 809 Pine Street –PC3
 - j. 15200 Gibson Avenue
 - k. 308 East Compton Boulevard
 - l. 1950 North Central Avenue
 - m. 701 North Wilmington Avenue – School Site
- Intelligent Transportation System (ITS) coordination with Metro (signal projects)
- Industrial Waste Permits including:
 - a. Owens Corning IWP No. 12609
 - b. Owens Corning IWP No. 005877
 - c. Avalon Cold Storage, LLC IWP No. 22541
 - d. Continental Forge Company IWP No. 3227 R-2
- Atlantic Corridor Master Plan
- I-710 TAC coordination for Early Action Funding of future projects in Compton
- Integrated Corridor Management (ICM) Project for Compton
- Pavement Management System Review for City
- Traffic Engineering including assisting with City policy and implementation of speed bumps, stop signs, permit studies, street renaming, etc.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to provide that the Agreement shall terminate on exhaustion of the authorized maximum compensation of **Two Hundred Sixty Nine Thousand Two Hundred Ninety Two Dollars and Fifty Cents (\$269,292.50)**, unless otherwise extended or terminated.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for services rendered during the extended term of the original Agreement, as specified above, in the not-to-exceed amount of **Two Hundred Sixty Nine Thousand Two Hundred Ninety Two Dollars and Fifty Cents (\$269,292.50)**.

4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Contractor all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **SECOND AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

INTERWEST CONSULTING GROUP/CONSULTANT

Dated: _____

By _____
Paul Meshchino, Vice-President of Operations

Approved by:

Dated: _____

By _____
Ronerick L. Simpson, City Manager

Approved as to form:

By _____
,City Attorney

Dated: _____

ATTEST:

Dated:.._____

By _____
Alita Godwin, City Clerk

November 2, 2021

TO: HONORABLE MAYOR AND CITY COUNCILMEMBERS

FROM: PUBLIC WORKS ENGINEERING DEPARTMENT

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 ISSUE A PURCHASE ORDER FOR PSOMAS TO PROVIDE DESIGN ENGINEERING SERVICES RELATED TO THE DRAINAGE ISSUES LOCATED AT FIRE STATION NO. 3 (\$48,950)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Professional Services Agreement with and issue a purchase order for Psomas to provide design engineering services related to the drainage issue located at Fire Station No. 3 in an amount not to exceed Forty Eight Thousand Nine Hundred and Fifty Dollars (\$48,950).

BACKGROUND

On April 13, 2021, pursuant to Resolution No. 25,444, City Council authorized the City Manager to enter into a Construction Services Agreement with Horizons Construction Company International, Inc. in the amount of \$584,700.25 for the Compton Fire Stations Nos. 1 through 4 Driveways and Apron Improvement Project, CIP# 20-01.

The "Compton Fire Stations Nos. 1 through 4 Driveways and Apron Improvement Project", CIP# 20-01 ("Project") consists of the following general work description: construction of PCC driveways, on-site concrete slab accesses and parking lots, dowel bars and tie bars joints, isolated joints, sawcut contraction joints, curb and gutters, sidewalks, aggregate base (Class II), detectable warning surfaces, cold mill, asphalt concrete pavement overlay, full depth of AC slot patch, adjustment of water valve, groundwater monitoring well covers, water meter boxes, and pull boxes.

The Project locations are as follows:

Fire Station 1
(Headquarters)
201 South Acacia Avenue
Compton, CA 90220

Fire Station 3
(Training Facility)
1133 West Rosecrans Avenue
Compton, CA 90222

Fire Station 2

1320 East Palmer Street
Compton, CA 90221

Fire Station 4

950 West Walnut Avenue
Compton, CA 90220

The contractor began construction on June 14, 2021 at Fire Station No. 1 and continued to provide construction work in the order as follows:

<u>Location</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Status</u>
Fire Station No. 1	6/14/2021	10/1/2021	Completed
Fire Station No. 2	9/2/2021	9/17/2021	Completed
Fire Station No. 4	9/21/2021	11/30/2021	Under Construction
Fire Station No. 3	Pending	Pending	Redesign

STATEMENT OF THE ISSUE

As part of the pre-construction activities, staff and the contractor performed a site visit to verify and compare the scope of work identified in the plans and the current conditions of each fire station based on the architectural plans created in 2019.

Upon completion of staff assessment of Fire Station No. 3, it was determined the site has significantly poor pavement conditions due to the inadequate maintenance and repair over the past several years. Additionally, there are several areas within the site that experience severe drainage issues. As a result, any discharge from the fire station could cause runoff from its paved surfaces into Gonzales Park, which is adjacent to Fire Station No 3. What's more, this drainage issue could cause damage to the newly constructed baseball fields at Jackie Robinson Stadium, which was a joint project between the City of Compton and the Los Angeles Dodgers Foundation.

On September 9, 2021, City staff and its engineering consultant firm (Interwest) contacted the engineering firm Psomas to perform an assessment of the design and drainage issues and provide the City with recommendations to resolve the drainage issue at Fire Station No. 3. Staff engaged the firm of Psomas, since their firm prepared the original drainage plans for Gonzales Park Drainage Improvement project that was completed in November 2012.

On September 22, 2021, City staff requested that Psomas submit a proposal to resolve the drainage issue associated with the work at Fire Station No. 3. The civil engineering scope for this portion of the project is to review potential drainage solutions for Fire Station No. 3. The alternatives that will be considered are either a piped storm drain to the Los Angeles County drainage system on Rosecrans Avenue or a piped storm drain to the retention basin area on the north side of Gonzales Park. Once a satisfactory drainage solution is found, Psomas will prepare a design drawing for the contractor to construct.

If the connection to the Los Angeles County storm drain prove to be the only alternative, then an additional storm water treatment design is needed to meet the Los Angeles County Low Impact Development (LID) criteria.

Psomas agrees to furnish and perform the various professional services pertinent to the project specifically outlined as follows:

SURVEYING SERVICES

Design Survey

Psomas will provide land surveying services for the preparation of a design survey of the subject site. Specific items of services are as follows:

- Prepare a survey map at a scale of 1"=20' over the site shown on attached Exhibit "A-1" delivered in PDF and AutoCAD Civil 3D format
- Boundary is not a part of this scope
- Delineation of plottable easements is not a part of this scope
- Horizontal location size and description of buildings, driveways, walks, curbs, walls, fences, signs, poles, trees over six (6) inch in diameter, and other permanent surface visible features
- Topography at one (1) foot contour interval and spot elevations on a grid pattern in level areas on site.
- Elevations on driveways, walks, curbs, gutters, and walls, including at back of walk, top of curb, flow line, and edge of gutter along abutting streets shown on attached Exhibit "A-1"
- Utilities from visible signs of utilities located by the field crew. Field measured invert elevations on sanitary sewer and storm drain manholes.
- Horizontal and vertical datum utilized will be based upon County of Los Angeles record information

CIVIL ENGINEERING SERVICES

Preliminary Design Phase

- Prior to the construction documents phase, Psomas will review the drainage options available, based on the design survey, and determine the most favorable solution to implement.
- Psomas will communicate with the County Flood Control District to determine the flexibility of connecting to their drainage facility
- Psomas will prepare a schematic layout design and provide this to the City for their approval

- Psomas will attend a total of three (3) virtual meetings with the City during the preliminary design phase

Construction Document Phase

Construction documents will be provided for the City-approved layout in the preliminary design phase. The construction documents will describe the quality, configuration, size, and relationships of site components of the project. Construction documents will be provided electronically. Work elements include the following:

Plan Deliverables	Remarks
Existing Conditions Plan	Site survey showing existing improvements
Horizontal Control Plan	Locate new site improvements with dimensions within site work limit
Grading and Drainage Plan	Precise grading plan indicating proposed grading and storm drain improvements
Erosion Control Plan	Local erosion control standard
Civil Construction Details	

- Make provisions to protect in place or reconstruct the surface indications of existing utilities, as required
- Attend three (3) virtual coordination meetings
- Prepare final drainage/hydrology study
- Submit drawings to the City for implementation at 100% completion

On-Site Hydrology Study and LID Report (Los Angeles County Drain Option Only)

Should the connection to the Los Angeles County storm drain on Rosecrans Avenue be the preferred solution, then Psomas will need to prepare a hydrology study and process a connection permit with the county. Psomas will provide an on-site hydrology study to calculate the runoff (run-on to the project site) in support of the development of the site. The study will include an analysis of the LID storm water treatment requirements, as required by the City of Compton and Los Angeles County. Psomas will calculate the required stormwater treatment volume and document the required treatment systems. This study will be for flows within the project limits only.

Permit Processing

Psomas shall provide the final design drawings to the City of Compton for plan check review and approval. Should the option of connecting to the Los Angeles

County drain on Rosecrans Avenue be implemented, Psomas will process a Los Angeles County connection permit.

Staff acknowledges that Psomas has the necessary skills and expertise to perform the work in accordance with the best standards of professional practice. Psomas estimates to completed the project in approximately 9 weeks.

Staff seeks to sole source the services of Psomas for the following reasons:

- They are the only firm that the City believes would meet the project objectives
- Staff was able to negotiate much more quickly than a typical competitive contract
- Due to the nature of the urgency surrounding the completion of the project, staff recommends sole sourcing the design engineering services
- Psomas has the necessary expertise to complete the project in a timely manner

Therefore, in order for the City Manager to enter into a professional services agreement with and issue a purchase order for Psomas to provide design engineering services related to the drainage issue located at Fire Station No. 3, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time.

FISCAL IMPACT

Funds in the amount of \$48,950 are available in the 2021-2022 Fiscal Year budget in Account No. 1004-610-000-4269.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**JOHN STRICKLAND, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT**

APPROVED FOR FORWARDING:

**RONERICK D. SIMPSON
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AND
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR
PSOMAS TO PROVIDE DESIGN ENGINEERING SERVICES RELATED TO
THE DRAINAGE ISSUE LOCATED AT FIRE STATION NO. 3 (\$48,950)**

WHEREAS, adoption of this resolution will authorize the City Manager to enter into a Professional Services Agreement with and issue a purchase order for Psomas to provide design engineering services related to the drainage issue located at Fire Station No. 3 in an amount not to exceed Forty Eight Thousand Nine Hundred and Fifty Dollars (\$48,950); and

WHEREAS, on April 13, 2021, pursuant to Resolution No. 25,444, City Council authorized the City Manager to enter into a Construction Services Agreement with Horizons Construction Company International, Inc. in the amount of \$584,700.25 for the Compton Fire Stations Nos. 1 through 4 Driveways and Apron Improvement Project, CIP# 20-01; and

WHEREAS, the “Compton Fire Stations Nos. 1 through 4 Driveways and Apron Improvement Project”, CIP# 20-01 (“Project”) consists of the following general work description: construction of PCC driveways, on-site concrete slab accesses and parking lots, dowel bars and tie bars joints, isolated joints, sawcut contraction joints, curb and gutters, sidewalks, aggregate base (Class II), detectable warning surfaces, cold mill, asphalt concrete pavement overlay, full depth of AC slot patch, adjustment of water valve, groundwater monitoring well covers, water meter boxes, and pull boxes; and

WHEREAS, the Project locations are as follows:

Fire Station 1
(Headquarters)
201 South Acacia Avenue
Compton, CA 90220

Fire Station 3
(Training Facility)
1133 West Rosecrans Avenue
Compton, CA 90222

Fire Station 2
1320 East Palmer Street
Compton, CA 90221

Fire Station 4
950 West Walnut Avenue
Compton, CA 90220; and

WHEREAS, the contractor began construction on June 14, 2021 at Fire Station No. 1 and continued to provide construction work in the order as follows:

<u>Location</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Status</u>
Fire Station No. 1	6/14/2021	10/1/2021	Completed
Fire Station No. 2	9/2/2021	9/17/2021	Completed
Fire Station No. 4	9/21/2021	11/30/2021	Under Construction
Fire Station No. 3	Pending	Pending	Drainage Issue; and

WHEREAS, as part of the pre-construction activities, staff and the contractor performed a site visit to verify and compare the scope of work identified in the plans and the current conditions of each fire station based on the architectural plans created in 2019; and

WHEREAS, upon completion of staff assessment of Fire Station No. 3, it was determined the site has significantly poor pavement conditions due to the inadequate maintenance and repair over the past several years. Additionally, there are several areas within the site that experience sever drainage issues. As a result, any discharge from the fire station could cause runoff from its paved surfaces into Gonzales Park, which is adjacent to Fire Station No 3. What’s more, this drainage issue could cause damage to the newly constructed baseball fields at Jackie Robinson Stadium, which was a joint project between the City of Compton and the Los Angeles Dodgers Foundation; and

WHEREAS, on September 9, 2021, City staff and its engineering consultant recommended that the City contact Psomas regarding the Gonzales Park Best Management Practices to find a resolution for the issue a Fire Station No. 3. Psomas was the consultant that prepared the drainage plans for Gonzales Park Drainage Improvement project completed in November 2012; and

WHEREAS, on September 22, 2021, City staff requested that Psomas submit a proposal to resolve the drainage issue associated with the work at Fire Station No. 3. The civil engineering scope for this portion of the project is to review potential drainage solutions for Fire Station No. 3. The alternatives that will be considered are either a piped storm drain to the Los Angeles County drainage system on Rosecrans Avenue or a piped storm drain to the retention basin area on the north side of Gonzales Park. Once a satisfactory drainage solution is found, Psomas will prepare a design drawing for the contractor to construct.

WHEREAS, the civil engineering scope for this portion of the project is to review potential drainage solutions for Fire Station No. 3. The alternatives that will be considered are either a piped storm drain to the Los Angeles County drainage system on Rosecrans Avenue or a piped storm drain to the retention basin area on the north side of Gonzales Park. Once a satisfactory drainage solution is found, Psomas will prepare a design drawing for the contractor to construct; and

WHEREAS, should the connection to the Los Angeles County storm drain prove to be the only alternative, then an additional storm water treatment design is needed to meet the Los Angeles County Low Impact Development (LID) criteria; and

WHEREAS, Psomas agrees to furnish and perform the various professional services pertinent to the project specifically outlined as follows:

SURVEYING SERVICES

Design Survey

Psomas will provide land surveying services for the preparation of a design survey of the subject site. Specific items of services are as follows:

- Prepare a survey map at a scale of 1"=20' over the site shown on attached Exhibit "A-1" delivered in PDF and AutoCAD Civil 3D format
- Boundary is not a part of this scope
- Delineation of plottable easements is not a part of this scope
- Horizontal location size and description of buildings, driveways, walks, curbs, walls, fences, signs, poles, trees over six (6) inch in diameter, and other permanent surface visible features
- Topography at one (1) foot contour interval and spot elevations on a grid pattern in level areas on site.
- Elevations on driveways, walks, curbs, gutters, and walls, including at back of walk, top of curb, flow line, and edge of gutter along abutting streets shown on attached Exhibit "A-1"
- Utilities from visible signs of utilities located by the field crew. Field measured invert elevations on sanitary sewer and storm drain manholes.
- Horizontal and vertical datum utilized will be based upon County of Los Angeles record information

CIVIL ENGINEERING SERVICES

Preliminary Design Phase

Prior to the construction documents phase, Psomas will review the drainage options available, based on the design survey, and determine the most favorable

- solution to implement.
- Psomas will communicate with the County Flood Control District to determine the flexibility of connecting to their drainage facility
- Psomas will prepare a schematic layout design and provide this to the City for their approval
- Psomas will attend a total of three (3) virtual meetings with the City during the preliminary design phase

Construction Document Phase

Construction documents will be provided for the City-approved layout in the preliminary design phase. The construction documents will describe the quality, configuration, size, and relationships of site components of the project. Construction documents will be provided electronically. Work elements include the following:

Plan Deliverables	Remarks
Existing Conditions Plan	Site survey showing existing improvements
Horizontal Control Plan	Locate new site improvements with dimensions within site work limit
Grading and Drainage Plan	Precise grading plan indicating proposed grading and storm drain improvements
Erosion Control Plan	Local erosion control standard
Civil Construction Details	

- Make provisions to protect in place or reconstruct the surface indications of existing utilities, as required
- Attend three (3) virtual coordination meetings
- Prepare final drainage/hydrology study
- Submit drawings to the City for implementation at 100% completion

On-Site Hydrology Study and LID Report (Los Angeles County Drain Option Only)

Should the connection to the Los Angeles County storm drain on Rosecrans Avenue be the preferred solution, then Psomas will need to prepare a hydrology study and process a connection permit with the county. Psomas will provide an on-site hydrology study to calculate the runoff (run-on to the project site) in support of the development of the site. The study will include an analysis of the LID storm water treatment requirements, as required by the City of Compton and Los Angeles County. Psomas will calculate the required stormwater treatment volume and document the required treatment systems. This study will be for flows within the project limits only.

Permit Processing

Psomas shall provide the final design drawings to the City of Compton for plan check review and approval. Should the option of connecting to the Los Angeles County drain on Rosecrans Avenue be implemented, Psomas will process a Los Angeles County connection permit.

WHEREAS, staff acknowledges that Psomas has the necessary skills and expertise to perform the work in accordance with the best standards of professional practice; and

WHEREAS, staff seeks to sole source the services of Psomas for the following reasons:

- They are the only firm that the City believes would meet the project objectives
- Staff was able to negotiate much more quickly than a typical competitive contract
- Due to the nature of the urgency surrounding the completion of the project, staff recommends sole sourcing the design engineering services
- Psomas has the necessary expertise to complete the project in a timely manner; and

WHEREAS, funds in the amount of \$48,950 are available in the 2021-2022 Fiscal Year budget in Account No. 1004-610-000-4269; and

WHEREAS, in order for the City Manager to enter into a professional services agreement with and issue a purchase order for Psomas to provide design engineering

services related to the drainage issue located at Fire Station No. 3, 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 advice and approval of the City Attorney is hereby authorized to enter into a Professional Services Agreement with and issue a purchase order for Psomas to provide design engineering services related to the drainage issue located at Fire Station No. 3 at a cost not to exceed Forty Eight Thousand Nine Hundred and Fifty Dollars (\$48,950).

SECTION 2. That funds in the amount of \$48,950 are available in the Fiscal Year 2021-2022 budget in Account No. 1004-610-000-4269 and is hereby authorized.

SECTION 3. That a purchase order in the amount of \$48,950 is authorized to be established for Psomas for services to be rendered for the project.

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

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

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

"Via E-Mail"
jstrickland@comptoncity.org

September 22, 2021

Mr. John Strickland
City of Compton
Public Works Division
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: Proposal for Professional Services
Drainage of Fire Station 3 into Gonzales Park
Psomas Proposal No. 21-0968

Dear Mr. Strickland:

Psomas is submitting the attached proposal for professional services for the subject project. Based on our knowledge, we have developed the attached Scope of Services and associated fee to meet the project requirements, as we understand them, as described in Exhibit "A" and Schedule "A" respectively (attached).

We look forward to working with you on this important project.

Sincerely,

P S O M A S



David Martin, PE,
Project Manager

DM:bh

Enclosures (5)

- Exhibit "A": Scope of Services
- Schedule "A": Fee Schedule
- Hourly Rates
- Billing Procedures
- Exhibit "A-1": Project Limits

EXHIBIT "A"
SCOPE OF SERVICES
Proposal for Professional Services
Drainage of Fire Station 3 into Gonzales Park
Psomas Proposal No. 21-0968
September 22, 2021

PROJECT DESCRIPTION

Per our discussion on September 9th, 2021, the Interwest Group is currently contracted to repave Fire Station 3 and the city is interested in resolving a drainage issue associated with that work. Currently, the fire station discharges runoff overland from its paved surfaces into Gonzales Park. This drainage is causing damage to the nearby baseball diamond and the city wants to implement a drainage solution to prevent this.

The civil engineering scope for this project is to review potential drainage solutions for the fire station. Alternatives that will be considered are either a piped storm drain to the Los Angeles County drainage system on Rosecrans Avenue, or a piped storm drain to the retention basin area on the north side of Gonzales Park. Once a satisfactory drainage solution is found, Psomas will prepare a design drawing for the city to implement.

Should the connection to the Los Angeles County storm drain prove to be the only alternative, then an additional storm water treatment design is needed to meet the Los Angeles County Low Impact Development (LID) criteria. In addition, we have provided an alternative fee for handling the county LID approval process.

SCOPE OF WORK

Psomas agrees to furnish and perform the various professional services pertinent to the project specifically outlined as follows:

SURVEYING SERVICES

Design Survey

Psomas will provide land surveying services for the preparation of a design survey of the subject site. Specific items of service are as follows:

- Prepare a survey map at a scale of 1" = 20' over the site shown on attached Exhibit "A-1" delivered in PDF and AutoCAD Civil 3D format.
- Boundary is not a part of this scope.
- Delineation of plottable easements is not a part of this scope.
- Horizontal location size and description of buildings, driveways, walks, curbs, walls, fences, signs, poles, trees over six (6) inch in diameter, and other permanent surface visible features.

**EXHIBIT “A”
SCOPE OF SERVICES
Proposal for Professional Services
Drainage of Fire Station 3 into Gonzales Park
Psomas Proposal No. 21-0968
September 22, 2021**

- Topography at a one (1) foot contour interval and spot elevations on a grid pattern in level areas on site.
- Elevations on driveways, walks, curbs, gutters, and walls, including at back of walk, top of curb, flow line, and edge of gutter along abutting streets shown on attached Exhibit “A-1”.
- Utilities from visible signs of utilities located by the field crew. Field measured invert elevations on sanitary sewer and storm drain manholes.
- Horizontal and vertical datum utilized will be based upon County of Los Angeles record information.

CIVIL ENGINEERING SERVICES

Preliminary Design Phase

Prior to the construction documents phase, Psomas will review the drainage options available, based on the design survey, and determine the most favorable solution to implement.

Psomas will communicate with the County Flood Control District to determine the flexibility of connecting to their drainage facility.

Psomas will prepare a schematic layout design and provide this to the city for their approval.

Psomas will attend a total of three (3) virtual meetings with the city and Interwest during the preliminary design phase.

EXHIBIT "A"
SCOPE OF SERVICES
Proposal for Professional Services
Drainage of Fire Station 3 into Gonzales Park
Psomas Proposal No. 21-0968
September 22, 2021

Construction Document Phase

Construction documents will be provided for the client-approved layout completed in the preliminary design phase. The construction documents will describe the quality, configuration, size and relationships of site components of the project. Construction documents will be provided electronically. Work elements include:

Plan Deliverables	Remarks
Existing Conditions Plan	Site survey showing existing improvements
Horizontal Control Plan	Locate new site improvements with dimensions within site work limit
Grading and Drainage Plan	Precise grading plan indicating proposed grading and storm drain improvements
Erosion Control Plan	Local erosion control standard.
Civil Construction Details	

- Make provisions to protect in place or reconstruct the surface indications of existing utilities, as required.
- Attend three (3) virtual coordination meetings.
- Prepare final drainage/hydrology study.
- Submit drawings to the city for implementation at 100% completion.

On-Site Hydrology Study and LID Report (Los Angeles County Drain Option Only)

Should the connection to the Los Angeles County storm drain on Rosecrans Avenue be the preferred solution, then Psomas will need to prepare a hydrology study and process a connection permit with the county. Psomas will provide an on-site hydrology study to calculate the runoff (run-on to the project site) in support of the development of the site. The study will include an analysis of the LID storm water treatment requirements, as required by the City of Compton and Los Angeles County. Psomas will calculate the required stormwater treatment volume and document the required treatment systems. This study will be for flows within the project limits only.

Permit Processing

Psomas shall provide the final design drawings to the City of Compton for plan check review and approval. Should the option of connecting to the Los Angeles County drain on Rosecrans Avenue be implemented, Psomas will process a Los Angeles County connection permit.

EXHIBIT "A"
SCOPE OF SERVICES
Proposal for Professional Services
Drainage of Fire Station 3 into Gonzales Park
Psomas Proposal No. 21-0968
September 22, 2021

EXCLUSIONS

- Geotechnical studies
- Design of facilities outside of the project site
- Design of retaining walls four (4) feet high or higher
- Design of paving structural cross-sections
- Legal descriptions, government fees, permits and assessments
- Methane gas protection measures and coordination
- Preparation and approval of plans for work within the public right-of-way
- Construction staking
- Design of fence walls
- Water quality monitoring
- Assembly, advertisement, and distribution of bid package
- Processing plans through city or any other agency (except for driveway closure)
- SWPPP preparation
- Off-site hydrology

EXHIBIT "A"
SCOPE OF SERVICES
Proposal for Professional Services
Drainage of Fire Station 3 into Gonzales Park
Psomas Proposal No. 21-0968
September 22, 2021

ASSUMPTIONS

- This proposal assumes all works to be wholly contained on-site. No provisions have been made for separate improvement plans within any road rights of way. Should these be needed, Psomas can provide these for an additional fee.
- Should the connection to the county storm drain be implemented, LID stormwater treatment will be required, and it is assumed that this treatment will be provided using either a 'Filterra' or 'Modular Wetland' proprietary product that does not rely on further geotechnical and infiltration testing.
- Interwest, as part of their repaving contract, or the city, will provide any pavement structural sections.

**SCHEDULE “A”
FEE SCHEDULE
Proposal for Professional Services
Drainage of Fire Station 3 into Gonzales Park
Psomas Proposal No. 21-0968
September 22, 2021**

Client agrees to pay Consultant as compensation for the professional services described in *Exhibit “A”* in accordance with the below schedule.

Description	Budget	Alternative for Los Angeles County drain connection
SURVEYING SERVICES		
Design Survey (fixed fee)	\$11,450	\$11,450
Subtotal	\$11,450	\$11,450
CIVIL ENGINEERING SERVICES		
Preliminary Design Phase (fixed fee)	\$6,000	\$6,000
Construction Document Phase (fixed fee)	\$ 12,000	\$ 14,000
On-Site Hydrology Study and LID Report (Los Angeles County Drain Option Only) (fixed fee)		\$ 9,000
Permit Processing (time and materials)	\$ 4,000	\$ 7,000
Subtotal	\$ 22,000	\$ 36,000
Reimbursables (time and materials)	\$ 1,500	\$ 1,500
TOTAL FEE	\$ 34,950	\$ 48,950

- Services will be performed in accordance with the provisions of our current agreement of which *Exhibit “A”* and *Schedule “A”* will become part.
- The attached Hourly Rate Schedule is valid through December 31, 2021.
- This proposal is valid for period of 90 days, after which, consultant’s proposed fees will be revaluated.

Effective through December 31, 2021

Land Use Entitlements, Engineering and Surveying

Los Angeles & Valencia Offices

Hourly Rates

Office Services

\$ 75 - \$110	- Administrative and Project Assistants
\$100 - \$145	- Drafters and Design Drafters
\$105 - \$170	- Surveyors, Project Surveyors, GIS Specialists, Photogrammetrist
\$100 - \$145	- Civil Engineering Designers and Engineers
\$100 - \$170	- Planners, Assistant Planners, Expeditors, and Senior Planners
\$145 - \$200	- Project Engineers, Sr. Project Engineers, Sr. Drafter, Sr. Project Surveyors, Sr. GIS Specialists
\$160 - \$260	- Project Management, Directors
\$225 - \$325	- Principals

Field Services

Rates are effective from October 1, 2020 – September 30, 2021

\$425	- Three-Person Survey Party
\$315	- Two-Person Survey Party
\$215	- One-Person Survey Party
\$170	- Field Supervisor

Hourly rates for field survey parties include normal usage of field equipment and are fully equipped rates.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

Special Equipment and Other Costs

\$250 per day	- 3D Laser Scanning
\$5,000 per day	- 3D Laser Scanner (Mobile Mapping System)

Standard computer and technology costs are incorporate into the hourly rates shown above.

Reimbursables

Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost. Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost plus ten percent. The services of outside consultants will be charged at cost plus fifteen percent.

The above schedule is for straight time. Overtime will be charged at 135 percent of the standard hourly rates. Sundays and holidays will be charged at 170 percent of the standard hourly rates.

Billing Policies and Procedures

The relationship with our client works best when there is a mutual understanding about fees and payment terms. You are encouraged to discuss with us any questions you may have concerning these policies.

Billing

The value of our services is determined primarily by the time spent on each client matter. Our time records are kept on a weekly basis and invoices are prepared every four or five weeks, depending on our accounting calendar.

Payments

As there is a time lag between rendering professional services and mailing our bills, all invoices are due upon presentation. Any bills that are not paid within thirty days are classified as “delinquent,” and a late charge of 1-1/2 % per month will be added.

Work Stoppage

Work will be stopped on any job that has invoices outstanding for more than **60 days**. Due to the costs and inefficiencies that results from stopping and restarting a job, an additional “start-up charge” will be assessed.

Retainers

It is our policy to obtain an advance retainer from all new clients and from exiting clients under certain circumstances. Also, it occasionally may be appropriate to require an advance retainer after the commencement of a project or to require an increase in a prior retainer. This depends in part on our client’s payment history and the scope of the work involved.

Reimbursable Expenses

Costs, other than time charges, are based on usage. Therefore, the cost of blueprinting, messenger service, transportation, and other specific job related costs are charges as “reimbursable expenses.” Generally, these are a very small portion of the total cost of a project. If requested, we will provide a computer printout which details these costs. We do not provide any additional backup for these generally nominal expenses.

PSOMAS



Nick Tarditti, CFA Chief
Financial Officer



EXHIBIT "A-1"

Work Limit

Psomas Proposal No. 21-0968
September 22, 2021

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
PSOMAS
[Design Engineering Services]**

This **AGREEMENT** is entered 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 **PSOMAS** (hereinafter referred to as “**CONSULTANT**”), located at 27220 Turnberry Lane, Suite 190, Valencia, California 91355.

RECITALS:

WHEREAS, the City is experiences drainage issues at Fire Station No. 3 and as a result any discharge from the fire station could cause runoff from its paved surfaces into nearby Gonzales Park; and

WHEREAS, the City desires to have the expertise of an experience design engineer functions that the City does not have in-house staffing to perform Best Management Practices in order to be in compliance with the NPDES permit adopted by the Los Angeles Regional Water Quality Control Board; and

WHEREAS, the City has a need of an experience design engineer firm to provide a solution to the drainage issue located at Fire Station No. 3 located at 1133 West Rosecrans Avenue, Compton, CA 90222; and

WHEREAS, the scope for this portion of the project is to review potential drainage issues for Fire Station No. 3, recommend alternatives for construction, and prepare the necessary design drawings for construction; and

WHEREAS, by Resolution No. _____, adopted on the ____ of _____, 2021, the City Council authorized the City Manager to accept the proposal of the Consultant (Psomas) and enter into a contract to provide design engineering services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional design engineering services to provide a solution to the drainage issue located at Fire Station No. 3 located at 1133 West Rosecrans Avenue in the City of Compton to be in compliance with requirements associated with the Municipal NPDES permit adopted by the Los Angeles Regional Water Quality Control Board. Significant project deliverables shall include, but may not be limited to the following tasks and deliverables:

Surveying Services

Design Survey

Psomas will provide land surveying services for the preparation of a design survey of the subject site. Specific items of services are as follows:

- Prepare a survey map at a scale of 1"=20' over the site shown on attached Exhibit "A-1" delivered in PDF and AutoCAD Civil 3D format
- Boundary is not a part of this scope
- Delineation of plottable easements is not a part of this scope
- Horizontal location size and description of buildings, driveways, walks, curbs, walls, fences, signs, poles, trees over six (6) inch in diameter, and other permanent surface visible features
- Topography at one (1) foot contour interval and spot elevations on a grid pattern in level areas on site.
- Elevations on driveways, walks, curbs, gutters, and walls, including at back of walk, top of curb, flow line, and edge of gutter along abutting streets shown on attached Exhibit "A-1"
- Utilities from visible signs of utilities located by the field crew. Field measured invert elevations on sanitary sewer and storm drain manholes.
- Horizontal and vertical datum utilized will be based upon County of Los Angeles record information

Civil Engineering Services

Preliminary Design Phase

- Prior to the construction documents phase, Psomas will review the drainage options available, based on the design survey, and determine the most favorable solution to implement.
- Psomas will communicate with the County Flood Control District to determine the flexibility of connecting to their drainage facility
- Psomas will prepare a schematic layout design and provide this to the City for their approval
- Psomas will attend a total of three (3) virtual meetings with the City during the preliminary design phase

Construction Document Phase

Construction documents will be provided for the City-approved layout in the preliminary design phase. The construction documents will describe the quality, configuration, size, and relationships of site components of the project. Construction documents will be provided electronically. Work elements include the following:

Plan Deliverables	Remarks
Existing Conditions Plan	Site survey showing existing improvements
Horizontal Control Plan	Locate new site improvements with dimensions within site work limit
Grading and Drainage Plan	Precise grading plan indicating proposed grading and storm drain improvements
Erosion Control Plan	Local erosion control standard
Civil Construction Details	

- Make provisions to protect in place or reconstruct the surface indications of existing utilities, as required
- Attend three (3) virtual coordination meetings
- Prepare final drainage/hydrology study
- Submit drawings to the City for implementation at 100% completion

On-Site Hydrology Study and LID Report (Los Angeles County Drain Option Only)

Should the connection to the Los Angeles County storm drain on Rosecrans Avenue be the preferred solution, then Psomas will need to prepare a hydrology study and process a connection permit with the county. Psomas will provide an on-site hydrology study to calculate the runoff (run-on to the project site) in support of the development of the site. The study will include an analysis of the LID storm water treatment requirements, as required by the City of Compton and Los Angeles County. Psomas will calculate the required stormwater treatment volume and document the required treatment systems. This study will be for flows within the project limits only

Permit Processing

Psomas shall provide the final design drawings to the City of Compton for plan check review and approval. Should the option of connecting to the Los Angeles County drain on Rosecrans Avenue be implemented, Psomas will process a Los Angeles County connection permit.

As further detailed in the Consultant's **"Proposal for Professional Services Drainage of Fire Station 3 into Gonzales Park"** dated September 22, 2021, which is incorporated herein.

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

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 subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor 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, he or she will be discharged immediately from the services to be performed pursuant to this Agreement.

Jeff Chess, Principal/Vice-President of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein on or about November 1, 2021 and continue in a diligent and professional manner until the services to be rendered are complete by or before June 30, 2022.

Consultant will generally adhere to deliverable timelines set forth by the City or otherwise agreed to by the parties provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task basis as specified within Consultant's "**Proposal**" dated September 22, 2021 and specified in **Section 1**, above. 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 City.

If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Forty Eight Thousand Nine Hundred and Fifty Dollars (\$48,950)** for drainage solution of Fire Station No. 3.

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 noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold

Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Contractor 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 Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

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

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

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

19. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract.

Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Jeff Chess, Principal/Vice-President

(Date)

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

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

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

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

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

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

26. 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.

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

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

To Consultant:

**Psomas
27220 Turnberry Lane, Suite 190
Valencia, California 91355
Attn: Jeff Chess, Principal/Vice-President
(562) 802-7880 – ext. 225
(562) 802-2297 – fax
jchess@psomas.com**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.**

Copy to:

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

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

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

Should either party hereto, or any representative, successor or assign of either party hereto, resort to litigation to enforce the provisions of this Agreement, the party or parties prevailing in such

litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorney's fees and costs in such litigation from the party or parties against whom enforcement is sought.

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

PSOMAS/CONSULTANT

Dated: _____

By _____
Jeff Chess, Principal/Vice-President

CITY OF COMPTON
Recommended for Approval:

Approved by:

Dated: _____

By _____
Ronerick L. Simpson, City Manager

Approved as to form:

By _____
, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

November 2, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,414 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND PITNEY BOWES PRESORT SERVICES LLC FOR USE OF CITY-OWNED VACANT PROPERTY LOCATED AT 18551 BROADWICK STREET FOR EMPLOYEE PARKING

SUMMARY

Adoption of the attached resolution will rescind Resolution No. 25,414, adopted by the City Council on February 9, 2021, and authorize the City Manager to enter into a three (3) year lease agreement (effective on a mutually agreed commencement date through December 31, 2024), with Pitney Bowes Presort Services LLC ("Pitney Bowes") for use of approximately 24,300 square feet of vacant, unused and unimproved outdoor space at property located at 18551 Broadwick Street, Rancho Dominguez for temporary parking of their employees' and business invitees' personal vehicles at the monthly lease amount of Three Thousand Dollars (\$3,000.00).

BACKGROUND

The City owns certain real property located at 18551 Broadwick Street, Rancho Dominguez (the "Site"), part of which is occupied by facilities and equipment of the Compton Municipal Water Department ("Department").

The Department has four (4) 3.0 million gallon water storage tanks on the Site for providing water to the distribution system to meet system demands. A portion of the property at the Site is not being utilized by the Department and is vacant, unused, unimproved and separated by a chain-link fence from the rest of the property at the Site (the "Premises").

STATEMENT OF THE ISSUE

Pitney Bowes facilities are located at 18550 South Broadwick Street, Rancho Dominguez and seek City Council authorization to enter into a lease agreement with the City that will commence on a mutually agreed commencement date

**Staff Report – Resolution Rescind Resolution No. 25,414
Authorize Lease Agreement/Pitney Bowes Presort Services
(Vehicle parking)-18551 Broadwick Street (24,300 Sq. Ft. Outdoor)
November 2, 2021, page 2**

through December 31, 2024, to use approximately 24,300 square feet of vacant, unimproved land located at the Site as temporary parking of their employees' and business invitees' personal vehicles.

The Department has graded the Premises, removed brush/weeds and City-owned property stored on the Premises. The estimated cost to prepare the Premises is itemized as follows:

1 Distribution Supervisor @ \$41.40 an hour x 24 hours	=	\$ 993.60
2 Water Service Worker 2 @ \$30.72 an hour x 24 hours	=	\$ 1,475.77
4 Water Service Worker 1 @ \$26.98 an hour x 24 hours	=	\$ 2,590.08

Department of Transportation Rental Cost for Equipment

Backhoe Loader - \$80.70 an hour @ 24 hours	=	\$ 1,936.80
Dump Truck - \$ 79.48 an hour @ 24 hours	=	\$ 1,907.52

Total Cost to Prepare Premises	\$ 8,843.77
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If a lease agreement is authorized, Pitney Bowes has agreed to invest over \$120,000 into the Premises directly and another \$75,000 to upgrade the cameras and security systems and will:

1. Pay Three Thousand Dollars (\$3,000.00) rent per lease month for the term of the lease agreement.
2. Place gravel or road base on the Premises.
3. Pay for all of its operations on/at the Premises, including but not limited to insurance, security, utilities and general upkeep.

On February 9, 2021, the City Council adopted Resolution No. 25,414 which authorized the City Manager to enter into a lease agreement with Pitney Bowes for exclusive use of the subject property through August 31, 2021 for providing temporary parking of its employees' and business invitees' personal vehicles; however, due to a loss of the Department General Manager the proposed lease agreements was never executed by the parties; plus the Resolution incorrectly provided a lease term through August 31, 2021, instead of the negotiated term to August 31, 2022. Subsequent to employment of a new Department General Manager, Pitney Bowes has indicated a continued interest in leasing the subject Premises but requests to change the provisions of the lease agreement to seek a

**Staff Report – Resolution Rescind Resolution No. 25,414
Authorize Lease Agreement/Pitney Bowes Presort Services
(Vehicle parking)-18551 Broadwick Street (24,300 Sq. Ft. Outdoor)
November 2, 2021, page 3**

longer term through December 31, 2024, thus Resolution No. 25,414 should be rescinded in order to enter into a lease agreement which will revise the lease term.

FISCAL IMPACT

Leasing this vacant, unused portion of this Site to Pitney Bowes will result in the area being physically improved by the prospective tenant at minimal cost, as described above with total \$8,843.77 to the City (i.e. staff cost to grade the Premises, remove brush and weeds and City property stored on the Premises) and the City's Municipal Water Department receiving monthly revenues of \$3,000.00, with no ongoing expenses. Additional Fiscal Impact include:

In addition to rent, Pitney Bowes will be investing over \$120,000.00 into the lot directly and another \$75,000.00 for upgraded security systems and cameras.

\$60,000.00 site electrical service
\$20,000.00 site lighting
\$20,000.00 site work (gravel, lines)
\$20,000.00 electric gates

Lease payments shall be deposited in Account No. 5000 900 000 3420.

RECOMMENDATION

Staff recommends that the City Council approve this request and adopt the attached Resolution.

**DON NGUYEN, GENRAL 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
RESCINDING RESOLUTION NO. 25,414 AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO A THREE (3) YEAR LEASE AGREEMENT
BETWEEN THE CITY OF COMPTON AND PITNEY BOWES PRESORT
SERVICES LLC FOR USE OF CITY-OWNED VACANT PROPERTY LOCATED
AT 18551 BROADWICK STREET FOR EMPLOYEE PARKING**

WHEREAS, the City of Compton owns certain real property located at 18551 Broadwick Street, Rancho Dominguez (the "Site"), part of which is occupied by facilities and equipment of the Compton Municipal Water Department ("Department"); and

WHEREAS, the Department has four (4) 3.0 million gallon water storage tanks on the Site for providing water to the distribution system to meet system demands; however, a portion of the property at the Site is not being utilized by the Department and is vacant, unused, unimproved and separated by a chain-link fence from the rest of the property at the Site (the "Premises"); and

WHEREAS, Pitney Bowes Presort Services, LLC ("Pitney Bowes") facilities are located at 18550 South Broadwick Street, Rancho Dominguez and they seek City Council authorization to enter into a lease agreement with the City through December 31, 2024, to use approximately 24,300 square feet of the vacant, unimproved land located at the Site as temporary parking of their employees' and business invitees' personal vehicles; and

WHEREAS, Pitney Bowes seeks to lease the Premises for Three Thousand Dollars (\$3,000.00) per lease month for the term of the lease agreement and will place gravel or road base on the Premises, pay for all of its operations on/at the Premises, including but not limited to insurance, security, utilities and general upkeep; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 25,414, which authorized the City Manager to enter into a lease agreement with Pitney Bowes for exclusive use of the subject property through August 31, 2021 for providing temporary parking of its employees' and business invitees' personal vehicles; however, due to a loss of the Department General Manager the proposed lease agreements were never executed by the parties; plus the Resolution incorrectly provided a lease term through August 31, 2021, instead of the negotiated term to August 31, 2022; and

WHEREAS, subsequent to employment of a new Department General Manager, Pitney Bowes has indicated a continued interest in leasing the subject Premises but requests to change the provisions of the lease agreement to seek a longer term through December 31, 2024, thus Resolution No. 25,414 should be rescinded in order to enter into a lease agreement which will revise the lease term.

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

Section 1. That Resolution No. 25,414, adopted by the City Council on February 9, 2021, is hereby rescinded.

Section 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a lease agreement, effective on a mutually agreed commencement date (i.e. completion of City grading the Premises, removal of brush and weeds and stored City property) through December 31, 2024, with Pitney Bowes Presort Services LLC for the exclusive use of approximately 24,300 square feet of vacant, unimproved outdoor space at 18551 South Broadwick Street, Rancho Dominguez for providing temporary parking of its employees' and business invitees' personal vehicles.

Section 3. That the monthly lease rental rate shall be Three Thousand Dollars (\$3,000.00) per lease month for the term of the lease agreement.

Section 4. That lease payments shall be deposited in Account No. 5000 900 000 3420.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, City Attorney, and the Compton Municipal Water Department.

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**LEASE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
PITNEY BOWES PRESORT SERVICES, LLC**

This **LEASE AGREEMENT** is entered into as of the last date set forth in the signature lines below by and between the **CITY OF COMPTON**, a municipal corporation of the State of California, (hereinafter referred to as “**OWNER**”) located at 205 South Willowbrook Avenue, Compton, California 90220, and **PITNEY BOWES PRESORT SERVICES, LLC** (hereinafter referred to as “**TENANT**”), located at 18550 South Broadwick Street, Rancho Dominguez, California 90220.

RECITALS:

WHEREAS, the City of Compton (“Owner”), has under its jurisdiction certain real property located at 18551 South Broadwick Street, Rancho Dominguez, California 90220 (the “Site”); and

WHEREAS, part of the real property at the Site is occupied by facilities and equipment of Owner’s Municipal Water Department and part of the Site is vacant land (as depicted in the diagram/map attached hereto as Exhibit A); and

WHEREAS, Pitney Bowes Presort Services, LLC (“Tenant”) operates a business in close proximity to the Site at 18551 Broadwick Street, Rancho Dominguez, California and requests to use approximately 24,300 square feet of the vacant portion of the Site for personal vehicle parking for its employees and business invitees for a term that shall commence on a mutually agreed date (as specified in Section 5 below) and terminate on December 31, 2024; and

WHEREAS, on _____, 2021, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Tenant at a monthly rental rate of Three Thousand Dollars (\$3,000.00)

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

WITNESSETH:

Section 1. Premises. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Tenant and upon the following terms and conditions, hereby leases to the Tenant, and the Tenant hereby hires and takes of and from the Owner, that certain vacant portion and identified as “Parking” on Exhibit A (the “Premises”) of the Site situated in Rancho Dominguez, County of Los Angeles, State of California, more particularly described as:

[The “Site”]

**18551 Broadwick Street
Rancho Dominguez, California 90220**

[The “Premises”]

Tenant shall lease approximately 24,300 square feet of vacant land as depicted in the diagram/map attached hereto as “Exhibit A”.

Section 2. Term. This Lease shall be for a term commencing upon completion of the Owner Work (as defined below in Section 5), and shall terminate on December 31, 2024, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral. The Owner and Tenant shall have the option to terminate this Lease Agreement prior to its expiration at any time after the eighteenth (18th) month on ninety (90) days advance written notice to the other Party.

Section 3. Rent. During the Lease term, the Tenant shall pay to Owner as rent for said Premises the sum of **Three Thousand Dollars (\$3,000.00)** per lease month, pro-rated for any partial month. The Rent is intended as a gross rent and Tenant shall not be obligated to Owner for any additional payments for Owner's real estate taxes, insurance or operating expenses. Lease payments shall be due in advance on first (1st) day of each month for the term hereof. Any lease payment not received by the Owner by the fifth (5th) day after written notice to Tenant that same remains outstanding shall be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:

Compton Municipal Water Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager
Payable to: City of Compton
[Please identify your Lease Site on the payment]

[18551 South Broadwick Street]

Section 4. Use of Premises. Tenant is entitled to use the Premises for the following purpose(s) only:

Temporary Parking of Tenant's Employees (and Business Invitees) Personal Vehicles.

Tenant shall not use the Premises for any other purposes without the prior written consent of the Owner. Tenant shall not use the Premises for residential purposes or for any commercial purposes not stated herein. Tenant shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment or vehicles. Tenant shall not use the Premises in a manner so as to interfere with Owner's use or equipment at/of the Site (i.e. other than the Premises).

Tenant shall have access to the Premises, as identified above, twenty-four (24) hours per day, seven (7) days per week and shall be solely responsible for keeping the Premises secure.

Section 5. Delivery of Premises. Tenant accepts delivery of the Premises from Owner in "As-Is" condition, except as follows:

Prior to the Commencement Date, Owner, at Owner's expense, shall (i) grade the Premises, (ii) remove all brush and weeds at the Premises and (ii) remove all items stored on the Premises (collectively, the "Owner Work"). Owner shall use good faith efforts to complete the Owner Work within thirty (30) days of execution of this Lease Agreement. Upon completion of the Owner Work, Tenant shall place gravel or road base on the Premises.

Section 6. Utilities and Other Services. Tenant shall make all arrangements and pay for all of its operations of the Premises, including, but not limited to, taxes, insurance, security, any utilities used by Tenant at or upon the Premises and general upkeep of the Premises that Tenant occupies.

Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Tenant shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Tenant's utility or service provider or its equipment.

Section 7. Assignment and Subletting. Tenant agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Tenant, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Notwithstanding the foregoing, without the prior consent of Owner, Tenant shall have a right to assign this Lease to an entity controlled by, controlling or under common control with Tenant, but only if the use of the Premises remains as specified in **Section 4** above. Any attempted assignment or subletting of this Lease in violation of the provisions of this Section 7 constitutes fraud and this Agreement shall be null and void.

Section 8. Alterations and Additions. Tenant shall not make any alterations or construct any additions or improvements in or on the Premises, except as specified above in **Section 5**, unless approved in writing by the Owner. Notwithstanding the foregoing, Owner acknowledges and agrees that Tenant shall have the right to place the gravel or road base on the Premises in accordance with **Section 5** above and to install lighting and security cameras at the Premises. Tenant shall have the right during the Lease Term, and any extension of renewal thereof, with Owner's consent, which shall not be unreasonably withheld, to store personal property and other temporary installations in and upon the Premises ("Alterations") as Tenant shall deem expedient or necessary for its purposes during the term of the Lease. All Alterations, whether installed by Tenant as Tenant Improvements or placed or stored on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Owner. **Except for the gravel or road base placed by Tenant on the Premises**, Owner agrees that Tenant may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or stored in or upon the Premises by the Tenant or under its authority. Any personal property or improvements not removed by Tenant within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner, subject to disposal at the discretion of the Owner.

Section 9. Repairs and Maintenance. Tenant shall keep the Premises in an orderly, clean condition (e.g. clear of brush, weeds, trash, inoperable vehicles and equipment) and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of lease. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in connection to any work thereon.

Tenant shall repair any damage to the Site and/or the Premises caused by Tenant's use, storage and/or removal of its personal property, equipment, materials or improvements. Tenant agrees to repair any damages caused by Tenant, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense. Tenant must obtain prior written approval from the Owner, which approval will not be unreasonably or untimely withheld, prior to commencing any repairs to the leased Premises.

Section 10. Insurance. Tenant shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. During the Term and upon Owner's written request, Tenant shall deliver to Owner copies of certificates evidencing any renewals thereof. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Tenant shall present evidence of required insurance and certificate of endorsement to Owner no later than at the time of executing this Agreement. ***Failure on the part of the Tenant to procure or maintain insurance shall constitute a material breach upon which the Owner may immediately terminate this Lease Agreement.***

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

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

b. Workers' Compensation Insurance. Tenant shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all employees providing services by or on behalf of the Tenant and all risks to such employees under the Agreement.

c. Fire and Casualty Insurance. Tenant shall maintain at its own expense fire insurance on such party's own equipment and property or to adequately self-insure the same. Tenant shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Tenant under the provisions of this Lease insured against fire or casualty, and Tenant will make no claim of any nature against Owner by reason of any damage to the business or property of Tenant or its employees, invitees, guests, etc. in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

d. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

(1) The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the Tenant.

(2) The insurer waives all rights of subrogation against the City.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

(4) Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

e. Contractor's Insurance Requirements. Tenant shall require that any contractors and subcontractors used to perform improvements/repairs to the Premises as provided in Sections 8 & 9 of this Lease Agreement to provide and maintain during the entire period of performing improvements/repairs the following programs of insurance:

(1) A policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence and **Two Million Dollars (\$2,000,000.00)** general aggregate. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

(2) A program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the contractor and all risks to such persons.

(3) A program of Automobile Liability Insurance with a limit of liability of not less than **One Million Dollars (\$1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(4) The Contractor(s) liability insurance policy(ies) shall be endorsed with the following language: The City and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the contractor.

f. Reporting of Claims. Tenant shall report to Owner, in writing within two (2) business days of the occurrence, the following:

- Any and all accidents or incidents related to Tenant's occupancy of the Premises and/or the Site which involves injury or property damage which may result in the filing of a claim or lawsuit against the Tenant and/or Owner.
- Any third party claim or lawsuit filed against the Tenant arising from or related to Tenant's occupancy of the Premises and/or the Site.
- Any injury to an employee, invitee, customer and patron of the Tenant that occurs on Owner's property.
- Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of Owner's property within or with-on the Premises.

g. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Tenant and/or its contractors, employees and business invitees under the terms of the Lease Agreement. Tenant shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to Tenant's use of the Premises and improvement/repairs made to the Premises.

Section 11. Losses. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Tenant, its employees, guests or invitees. Owner will not keep improvements which are constructed or installed and owned by Tenant under the provisions of this Lease insured against fire or casualty, and Tenant will make no claim of any nature against Owner by reason of any damage to the business or property of Tenant in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. Damage or Destruction. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements, or destroyed by fire or other casualty, so as to render them wholly unfit for Tenant's occupancy, then this Lease may be terminated immediately upon the happening of any such event, whereupon Tenant shall surrender

the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Tenant, calculated at a daily rate based on the regular monthly rental.

Section 13. Hazardous Materials. Tenant shall not use any Hazardous Materials in/on the Site or the Premises, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Tenant will promptly notify Owner of any release or presence of any Hazardous Material in the Premises of which Tenant placed or becomes aware. “Hazardous Materials” shall mean any hazardous or toxic substance, material or waste (including constituents thereof) that is or becomes regulated by one or more Governmental Authorities, but excluding any substances, materials or wastes used or produced in the ordinary course of, and customary to, Tenant’s business.

a. **Remediation.** If Hazardous Materials are released at the Premises by Tenant, its agents, employees, or contractors, then Tenant is solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws. In no event shall, however, shall Tenant be responsible for the remediation of any Hazardous Materials unless they are released by Tenant, its agents, employees or contractors.

b. **Indemnification.** Tenant shall indemnify and hold Owner harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys’ fees, consultants’ fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Premises released by Tenant or its agents, employees, or contractors.

Section 14. Default. Tenant shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Tenant to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Tenant to be kept and performed and if such default continues for a period of ten (10) calendar days after receipt of written notice from Owner to Tenant of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Tenant cures the default within the ten (10) day period after notice of default is given, or (b) the default cannot reasonably be cured within ten (10) days after notice of default is given, but Tenant reasonably commences to cure the default within the ten (10) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Tenant’s expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 15. Holding Over. In case Tenant holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 16. Owner’s Access. Tenant agrees to permit the Owner or Owner’s authorized agents, upon reasonable advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises. In no event, however, shall Owner be entitled to access the interior of any vehicles parked on the Premises.

Section 17. Discrimination. The Tenant herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, or vendees in the Premises herein leased.

Section 18. Indemnification. Tenant shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner Indemnities"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Tenant's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises.

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

Section 19. Recovery of Legal Fees. If action is brought by Owner for the recovery hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to the Owner against the Tenant, and if the Owner shall prevail in such action, the Tenant shall pay to the Owner such amount of all costs and expenses, including attorney's fees in said action, as the court determines to be reasonable.

Section 20. Partnership Disclaimer. Tenant and Owner, and any and all agents of the Tenant and Owner, shall act in an independent capacity and not as officers or employees of one another. Nothing herein contained shall be construed as constituting the Parties herein as partners.

Section 21. Vacating Premises. Tenant shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in substantially the same condition as on the Commencement Date, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. Compliance with Laws. Tenant shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force ("Applicable Laws") pertaining to the use of the Premises as provided by this Lease. Except as provided in Sections 8 and 13 above, Tenant shall not be obligated to make any improvements, alterations or other modifications to the Premises to cause same to be in compliance with any Applicable Laws .

Section 23. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Tenant hereby consents to the granting of any such easements. The public utility will be required to reimburse Tenant for any damages suffered by Tenant caused by the construction work on the easement area.

Section 24. Waiver of Consequential Damages. In no event shall Owner or Tenant be liable to the other party for consequential, indirect, special, or punitive damages.

Section 25. Relocation. Tenant acknowledges that Tenant, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Tenant to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Tenant, after written notice to Tenant and Tenant's failure to thereafter perform in thirty (30) days (or if the work cannot be performed in thirty (30) days to commence performance of such work and diligently prosecute to completion), Owner shall, at its option, have the right to do and perform the same, and Tenant hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 27. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Tenant.

Section 28. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Tenant and Owner's City Manager, approved as to form by the City Attorney, and except for minor modifications, authorized by Owner's legislative body. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Lease Agreement.

Section 29. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 30. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

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

Section 31. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5th) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after sending by nationally recognized overnight courier.

To Owner:

**City Of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton Municipal Water
Department
(310) 605-5595
(310) 763-4567 – fax.**

With copy to:

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

To Tenant: Pitney Bowes Presort Services, LLC
10110 "I" Street
Omaha, Nebraska 68127-1189
Attn: Lease Administration (PBPS CA091LIC)

With copies to: Pitney Bowes Inc.
27 Waterview Drive
Shelton, Connecticut 06484
Attn: Lease Administration (CA091LIC)

Savills Studley Occupier Services, Inc.
4532 West Kennedy Boulevard, Suite 440
Tampa, Florida 33609
Attn: Lease PBI Administration (PBPS CA091LIC)

Section 32. Authority to Execute. Each party represents to the other that this Lease has been duly authorized, executed, and delivered by and on behalf of such party and constitutes the valid, binding, and enforceable agreement of such party in accordance with the terms of this Lease. In addition, Owner represents to Tenant that Owner has the full right, power, and authority to enter into this Lease without the necessity of obtaining any third party approval (other than those already obtained by Owner) and that the terms of this Lease do not violate any lease, loan, condition, covenant, restriction, exclusive, or any other agreement or provisions which existed prior to the date of this Lease.

Section 33. No Construction Against Drafting Party. Owner and Tenant acknowledge that each of them and their respective counsel have had an opportunity to review this Lease and that this Lease will not be construed for or against either party merely because such party prepared or drafted this Lease or any particular provision thereof.

Section 34. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Tenant. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Tenant. This agreement may be modified only by written agreement signed by both Owner and Tenant.

IN WITNESS WHEREOF, Tenant has executed this Lease and the Owner, by its City Manager, who is authorized to do so, has executed this Lease.

PITNEY BOWES PRESORT SERVICES, LLC./TENANT

By _____
Nicole Ziska, Vice President
Network and Process Optimization

Dated: _____

CITY OF COMPTON/OWNER

Approved by:

By _____
Ronerick D. Simpson, City Manager

Dated: _____

Approved as to form:

By _____
 , City Attorney

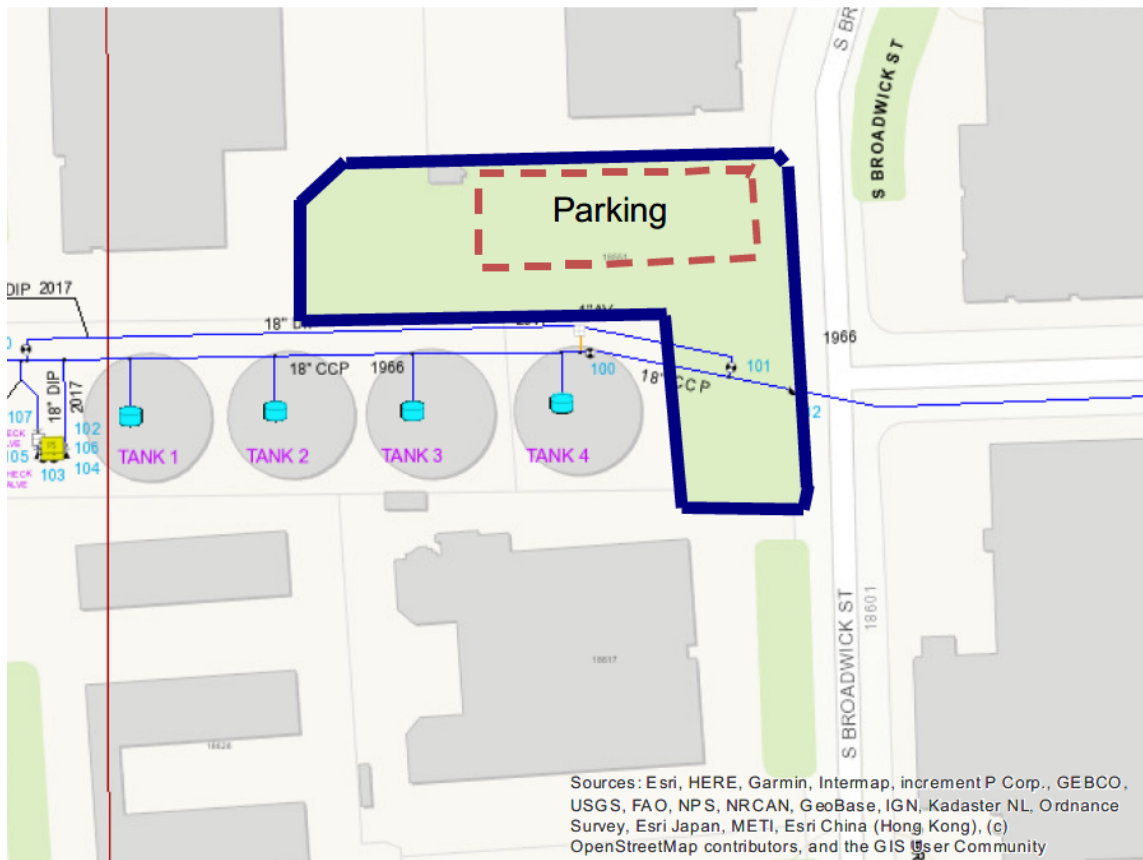
Dated: _____

ATTEST:

Dated: _____

By _____
 Alita Godwin, City Clerk

Exhibit A



November 2, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON MUNICIPAL WATER DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH THE BOEING COMPANY FOR ASSIGNMENT OF A
NON-CONSUMPTIVE WATER USE PERMIT FOR GROUNDWATER
ASSESSMENT AND REMEDIATION ON WEST LAUREL STREET**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into an agreement with The Boeing Company for Assignment of Non-Consumptive Water Use Permit for purposes of assigning the City's rights to extract groundwater to perform groundwater assessment and remediation on West Laurel Street, Compton.

BACKGROUND

The Water Replenishment District of Southern California ("WRD") is responsible for managing, regulating, replenishing and protecting the groundwater resources of the Central and West Coast groundwater basins of south Los Angeles County.

The WRD requires a Non-Consumptive Water Use Permit ("NCWUP") pursuant to the Judgment entered in Central and West Basin Water Replenishment District, et al. v. Adams, et al., LASC Case No. 506806 ("the Judgment"), for groundwater remediation. The NCWUP will be assigned to The Boeing Company as part of a groundwater clean-up effort being carried out on West Laurel Street, down gradient of the former Boeing Compton Site located at 157/200 East Stanley Street and 233 East Manville Street in Compton.

The City is both party to the Central Basin Judgment and maintains groundwater rights in the Central Groundwater Basin ("Central Basin"). The Boeing Company is not a party to the Judgment, but will be responsible for carrying out a groundwater clean-up effort to address contaminated groundwater.

STATEMENT OF ISSUE

It has been found that the groundwater in the vicinity of West Laurel Street is impacted with volatile organic compounds ("VOC"), primarily trichloroethene ("TCE"), which is down gradient of the former Boeing Compton Site. The VOCs and TCE concentrations must be remediated as required by the California Regional Water Quality Control Board. The

**Staff Report – Resolution for Assignment of Non-Consumptive
Water Use Permit Agreement with The Boeing Company
Groundwater Remediation on West Laurel Street
November 2, 2021, page 2**

clean-up consists of extracting groundwater from two (2) extraction wells, the water is then treated before being discharged to the sanitation district sewer.

In connection with the this clean-up effort, The Boeing Company will apply to WRD for a NCWUP pursuant to the Central Basin Judgment. WRD has the authority to issue pumping rights exemptions under a NCWUP to purveyors in the Central Basin for groundwater treatment programs that remedy groundwater contamination. The City has water rights in the Central Basin and, upon approval of this Resolution, will into an agreement with The Boeing Company to assign its rights to extract groundwater pursuant to the NCWUP agreement.

The City is not a responsible party, partner or participant in the clean-up effort by The Boeing Company. However, the City is a party to the Central Basin Judgment and, accordingly, may petition the WRD for a NCWUP for use in connection with any clean-up efforts in the Central Basin.

The NCWUP will be granted for twenty (20) years with pumping not to exceed 2,900 acre-feet for the 20 year period (145 acre-feet per year).

FINANCIAL IMPACT

Granting the NCWUP to The Boeing Company will have no fiscal impact to the City. The extracted groundwater will be subject to WRD's Replenishment Assessment. The Boeing Company will be entirely responsible for obtaining any and all governmental permits, approvals, consents, licenses and other authorizations which may be necessary to carry out all activities at the clean-up site on West Laurel Street.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DON NGUYEN, GENERAL MANAGER
COMPTON MUNICIPAL WATER 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 ENTER INTO AN AGREEMENT WITH
THE BOEING COMPANY FOR ASSIGNMENT OF A NON-CONSUMPTIVE
WATER USE PERMIT FOR GROUNDWATER ASSESSMENT AND
REMIADIATON ON WEST LAUREL STREET**

WHEREAS, the Water Replenishment District of Southern California ("WRD") is responsible for managing, regulating, replenishing, and protecting the groundwater resources of the Central and West Coast groundwater basins of south Los Angeles County; and

WHEREAS, the WRD requires a Non-Consumptive Water Use Permit ("NCWUP") pursuant to the Judgment entered in Central and West Basin Water Replenishment District, et al. v. Adams, et al., LASC Case NO. 506806 ("the Judgment") for groundwater remediation; and

WHEREAS, it has been found that the groundwater in the vicinity of West Laurel Street is impacted with volatile organic compounds ("VOC"), primarily trichloroethene ("TCE"), which is down gradient of the former Boeing Compton Site located at 127/200 East Stanley Street and 233 East Manville Street. The VOCs and TCE concentrations must be remediated as required by the California Regional Water Quality Control Board; and

WHEREAS, in connection with this remediation, The Boeing Company will apply to WRD for a NCWUP pursuant to the Judgment. The City has water rights in the Central Basin and, upon approval of this Resolution, will enter into an agreement with The Boeing Company to assign its rights to extract groundwater pursuant to the NCWUP agreement; and

WHEREAS, the Boeing Company is not a party to the Judgment, but will be responsible for carrying out a groundwater clean-up effort to address the contaminated groundwater; and

WHEREAS, the City is not a responsible party, partner or participant in the clean-up effort by The Boeing Company. The City is a party to the Central Basin Judgment and, accordingly, may petition the WRD for a NCWUP for use in connection with any clean-up efforts in the Central Basin; and

WHEREAS, the NCWUP will be granted for twenty (20) years with pumping not to exceed 2,900 acre-feet for the 20 year period (145 acre-feet per year).

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 an agreement for Assignment of a Non-Consumptive Water Use Permit with The Boeing Company to assign its rights as part of a groundwater clean-up effort on West Laurel Street, down gradient of the former Boeing Compton Site located at 157/200 East Stanley Street and 233 East Manville Street.

Section 2. That the extracted groundwater will be subject to the Water Replenishment District of Southern California's Replenishment Assessment and will have no fiscal impact to the City.

Section 3. That The Boeing Company will be entirely responsible for obtaining any required permits, approvals, consents, licenses and other authorizations which may be necessary to carry out remediation activities on West Laurel Street.

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

AGREEMENT FOR ASSIGNMENT OF NON-CONSUMPTIVE WATER USE PERMIT

This Agreement for Assignment of Non-Consumptive Water Use Permit (“Agreement”) is entered into by and between the City of Compton (“City”) and The Boeing Company (“Boeing”) as of this ____ day of _____, 2021 (the “Effective Date”).

I. RECITALS

- A. WHEREAS, the City maintains groundwater rights in the Central Groundwater Basin (“Central Basin”) pursuant to the Judgment entered in *Central and West Basin Water Replenishment District, et al. v. Adams, et al.*, LASC Case No. 506806 (the “Judgment”).
- B. WHEREAS, Boeing is not a party to the Judgment, yet is carrying out a groundwater clean-up effort ~~at~~ on Laurel Street in Compton, California to address contaminated groundwater.
- C. WHEREAS, the City is not in any manner affiliated with or a responsible party, partner, or participant in the clean-up effort by Boeing.
- D. WHEREAS, Section III(B)(7) of the Judgment allows the Water Replenishment District of Southern California (“District”) to issue a Non-Consumptive Water Use Permit, upon certain terms and conditions, to a party to the Judgment so that groundwater extractions by an operator of a groundwater clean-up project are not debited against the adjudicated rights of any party to the Judgment.
- E. WHEREAS, the District has granted a Non-Consumptive Use Permit to the City pursuant to a District Resolution (the “Permit”), the force and effect of which is expressly conditioned upon the City’s assignment of its rights under the Permit to Boeing in accordance with the terms and conditions of the Permit.
- F. WHEREAS, the City and Boeing recognize that Boeing’s clean-up project on Laurel Street in Compton, California is intended to remedy or ameliorate soil and groundwater contamination in the Central Basin.
- G. WHEREAS, the City and Boeing desire to enter this Agreement whereby the City agrees to assign its rights to extract groundwater pursuant to the

Permit to Boeing for use by Boeing in carrying out its clean-up project on Laurel Street in Compton, California.

II. TERMS AND CONDITIONS

NOW THEREFORE, in exchange for good and valuable consideration, receipt of which is hereby acknowledged and received, the City and Boeing agree as follows:

A. Assignment. The City hereby assigns its non-consumptive water use rights under the Permit to Boeing to allow Boeing to carry out its clean-up project at Laurel Street in Compton, California in accordance with the terms and conditions of the City's Permit and the terms and conditions of this Agreement.

B. Term. This Agreement shall continue for the effective and authorized term of the City's Permit granted to the City by the District or until such time that this Agreement is terminated in accordance with Section II(C), below, whichever occurs first.

C. Termination. This Agreement shall terminate upon a default or material breach by Boeing of this Agreement or the City's Permit; provided, however, that in the event that Boeing fails to perform under this Agreement or the City's Permit, there shall be no default or material breach thereof until such failure has continued for thirty (30) calendar days after written notice from the City that Boeing has failed to perform under this Agreement or the City's Permit.

D. Indemnification. Boeing shall indemnify, defend (with counsel reasonably acceptable to the City) and hold harmless the City and its directors, officers, officials, employees, contractors, subcontractors, representatives, agents, successors and/or assigns for and against any and all liabilities, demands, suits, administrative proceedings, damages, losses, judgments, awards, penalties, attorneys' fees and expenses, expert witness fees and/or costs of any kind (collectively "Claims"), to the extent such Claims result from: (1) any act or omission committed by Boeing or any of Boeing's officers, directors, members, employees, contractors, subcontractors, representatives, agents, successors and/or assigns (collectively "Boeing Parties") as part of their activities and related work carried out in connection with this Agreement or the City's Permit; (2) any breach of any of the covenants, obligations, representations, or warranties by Boeing or Boeing Parties under this Agreement, the City's Permit, or (3) Boeing's or Boeing Parties' negligent acts, errors or omissions, or willful misconduct arising from or related to Boeing's or Boeing Parties' performance under this Agreement, the City's Permit. The foregoing indemnity obligations shall survive the expiration or termination of this Agreement, the City's Permit, and Boeing's clean-up project on Laurel Street in Compton, California.

E. Permits. Boeing, at its sole cost and efforts, shall be entirely responsible for obtaining any and all governmental permits, approvals, consents, licenses and other authorizations which may be necessary to carry out any and all activity or work at Boeing's clean-up project on Laurel Street in Compton, California pursuant to this Agreement and the City's Permit ("Authorizations").

F. Compliance With All Laws. Boeing shall comply with any and all applicable laws, rules, regulations, agreements and Authorizations in connection with its clean-up project and activities at Boeing's clean-up project on Laurel Street in Compton, California that are carried out pursuant to this Agreement and the City's Permit.

G. Amendments. This Agreement shall not be amended unless in writing by the City and Boeing.

H. Notices. Any notice or document required to be given or delivered under this Agreement shall be given or delivered by personal delivery or by depositing the same in a United States mail depository, first class postage prepaid, registered or certified, and addressed as follows:

If to City of Compton_____:

Attn: General Manager, Compton Water Dept._____
205 South Willowbrook Avenue_____
ComptonCity, CA 90220_____

If to Boeing:

The Boeing Company
Attn: John Williams
2201 Seal Beach Blvd.
Seal Beach, CA 90704-5603
MC: 110-SE17

Either party hereto may change its mailing address or substitute its representative identified above by written notice to the other party.

I. Successors and Assigns. All of the terms, conditions and provisions of this Agreement shall inure to the benefit of, and be binding upon, the City and Boeing and their respective successors and assigns. Notwithstanding the foregoing, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or conveyed by either party hereto without the prior written consent of the other party.

J. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

K. Interpretation. This Agreement shall be interpreted as though both parties hereto drafted the Agreement under the advice of independent legal counsel with regard to the provisions of the Agreement.

L. Attorneys' Fees. If a dispute arises, which cannot be resolved by arbitration, regarding breach or enforcement of the provisions of this Agreement or the City's Permit, the prevailing party shall be entitled to recover attorneys' fees and costs incurred in resolving the dispute, whether or not an action, claim or lawsuit is filed. In any action brought, the recovery of attorneys' fees and costs will be considered an element of costs and not of damages.

IN WITNESS WHEREOF, the City and Boeing, through their duly authorized officers and officials, have caused this Agreement to be executed on the Effective Date.

THE BOEING COMPANY

_____, 2021 By _____
Steven L. Shestag
Director Environmental Global Sustainability

~~“Boeing”~~

THE CITY OF COMPTON

_____, 2021 By: _____
Ronerick D. Simpson, City
ManagerName, _____ General
ManagerTitle

~~“BoardCity”~~

Name and Title

ATTEST:

By: _____

Name and Title

~~The Boeing Company~~

ATTEST:

By: _____

Alita Godwin, City Clerk

November 2, 2021

TO: MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: APPOINTMENT TO BOARDS, COMMISSIONS AND COMMITTEES

At the October 5, 2021 City Council meeting the City Council voted to remove all Commissioners with expired terms. Currently all Boards, Commissions and Committees are vacant.

The following is a list of residents that are interested in serving on a commission and have submitted an application expressing their desire to be appointed.

<u>Name</u>	<u>Commission</u>
Holbrook, Dolores	Beautification Committee
Johnson, Adele	Beautification Committee
Johnson, Mildred	Beautification Committee
Marshall, Terry	Beautification Committee
Reed, Dwayne	Beautification Committee
Diggs, Earlene	Commission on Aging
Thompson, Barbara	Commission on Aging
Ward, Carolyn	Commission on Aging
Williams, Etta	Commission on Aging
Wright, Theresa	Community Relations Commission
Andrews, Rodney Jr.	Federal Grants Advisory Board
Duhart, Deidre	Personnel Board
Grant, Jennifer	Personnel Board
Pitts, Gregory Jr.	Personnel Board
Rivers, Alysia	Personnel Board
Smith, Stephanie	Audit Committee
Oliver, Darrin	Employment & Training Advisory Council
Boyden, Bruce	Compton Taxpayers Committee (Measure P)
Childers, Patsy	Disability Commission
Adams, Susan	Planning Commission
Atkinson, Elizabeth	Planning Commission
Gardner, Kinikia	Planning Commission
Jones, Mona	Planning Commission
Lewis, Keahna	Planning Commission
Smith, Mark	Planning Commission
Wright, Juanita	Planning Commission
Baker, Barbara	Beautification Committee, Compton Taxpayers Committee (Measure P), Federal Grants Advisory Board, Planning Commission
Earl, Janet	Beautification Committee, Advisory Board (?)

Earl, Richard Jr.	Compton Taxpayers Committee (Measure P), Personnel Board
Eason, Flora	Beautification Committee, Oversight Committee
Francois-Hays, Charmaine	Planning Commission, Personnel Board
Ganter, La Tanya	Personnel Board, Planning Commission
Gutierrez, Hernaldo (Ernie)	Block Club Commission, Beautification Committee, Parks & Recreation
Jones, Asia	Commission Board (?)
Kindle-Young, La Shawn	Oversight Committee, Parks & Recreation, Planning Commission, Beautification Committee
King, Laverne	Oversight Committee, Planning Commission, Parks & Recreation, Beautification Committee
Lightner, Sandra	Block Club Commission, Beautification Committee
Reed, Jon Sr.	Public Safety Commission, Beautification Committee
Shandell-Taylor, Irene	Compton Taxpayers Committee (Measure P), Oversight Committee
Taylor, Randy	Public Safety Commission, Compton Taxpayers Committee, Parks & Recreation

Appointments to the following Commissions/Boards are required by district or categories:

Beautification Commission – Each Council Member shall appoint two (2) representatives from their respective district and the Mayor shall appoint three (3) from the City at large.

Community Relations Commission – Members shall be either residents or licensed business owners of the City. Four (4) members represent each district, one (1) member represent youth (may be a member of the Youth Leadership Council), one (1) member represent businesses (may be a member of the Chamber of Commerce), One (1) member represent Compton Unified School District, One (1) member represent the religious organizations (may be a member of the Religious Commission) and One (1) member represent community organizations or groups concerned with improvement of mutual understanding and respect among all residents.

Compton Taxpayers Committee – Each Council Member shall appoint one (1) member from their district and the Mayor shall appoint one (1) from the City at large.

Compton Youth Leadership Council – Each Council Member shall appoint one (1) member.

Employment and Training Advisory Council – Members shall represent the following categories: Client community, Community-based organizations, Employment services, Education and training agencies, Business, Labor and one at large.

ALITA L. GODWIN, MMC
CITY CLERK

As of October 5, 2021

BOARDS, COMMITTEES AND COMMISSIONS ROSTER

BEAUTIFICATION COMMITTEE (11) (Vacant)

BLOCK CLUB COMMISSION (9) (Vacant)
(1 vacancy ending 6-30-22)

COMMISSION ON AGING (5) (Vacant)
Baptiste, Shirley 09-28-21 6-30-24

COMMUNITY RELATIONS COMMISSION (9) (Vacant)
(1 vacancy ending 6-30-22)

COMPTON COMMISSION FOR WOMEN (15) (Vacant)

COMPTON TAXPAYERS COMMITTEE (5) (City Controller)
Collins, Karen 05-26-20 6-30-23
Lee, Angela 05-26-20 6-30-23
Postelle, Brenda 05-26-20 6-30-23
(Galvan and Darden Appointment ending 6-30-23)

DISABILITY COMMISSION (9) (Vacant)
(2 vacancy ending in 2022)

EMPLOYMENT & TRAINING ADVISORY COUNCIL (7) (Kimberly McKenzie)

FEDERAL GRANTS ADVISORY BOARD (9) (Aubrey Relf)

LAW ENFORCEMENT REVIEW BOARD COMMITTEE (11) (City Attorney)
Bell, Mollie 09-22-20 6-30-24
Corona, Alice 09-22-20 6-30-24
Esters, Royce 09-22-20 6-30-24
Fisher, Michael Pastor 09-22-20 6-30-24
Kahn, Mustafa 09-22-20 6-30-24
Monarrez, Hector Pastor 09-22-20 6-30-24
Moss, Sandra 09-22-20 6-30-24
Muhammad, Hakeem 09-22-20 6-30-24
Spears, Tene 09-22-20 6-30-24
Williams, Jasmine 09-22-20 6-30-24
(1 Vacancy – Galvan Appointment)

LOAN REVIEW BOARD (5) (Robert Degadillo)
Ronerick Simpson - City Manager No. Exp.

OVERSIGHT COMMITTEE (5) (Kimberly McKenzie)
(1 vacancy ending in 2022)

PARKS AND RECREATION COMMISSION (5) (Vacant)
Garnica, Marquez Martin 04-13-21 6-30-23
Escalante, Oswaldo 05-04-21 6-30-23

PERSONNEL BOARD (5) (Alita Godwin)
Liggins, James 05-12-20 6-30-22

PLANNING COMMISSION (5) (Robert Degadillo)
Keyes, Barbra 06-09-20 6-30-22

PUBLIC SAFETY COMMISSION (7) (City Manager/ACM/Fire/Building)

YOUTH LEADERSHIP COUNCIL (5) (Vacant)

QUALIFICATIONS FOR ALL BOARDS/COMMISSIONS: A RESIDENT OF COMPTON

November 2, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING VARIOUS SECTIONS OF CHAPTERS VII, VIII, IX, XII AND XXII OF THE COMPTON MUNICIPAL CODE RELATED TO THE IMPOUNDMENT OF VEHICLES

SUMMARY

Adoption of the attached Ordinance will amend various sections of Chapters 7 (Police Regulations), 8 (Public Safety), 9 (General Licensing), 12 (Traffic Regulations) and 22 (Fire Prevention and Protection) of the Compton Municipal Code ("Municipal Code") as related to the impoundment of vehicles such that said amended sections shall comply with state and federal laws.

BACKGROUND

The U.S. Supreme Court has held that all warrantless removals of vehicles are seizures under the Fourth Amendment and must be reasonable. Even when a statute authorizes the removal of a vehicle, the removal must still be reasonable to satisfy the Fourth Amendment. Accordingly, when an officer removes a vehicle pursuant to a local ordinance or state statute, they must have a reasonable justification for doing so. Reasonableness can come from probable cause that the vehicle contains fruits of a crime, or from the need to perform a community caretaking function.

As required by California Vehicle Code Section 22650, when an officer removes a vehicle pursuant to an authority based on community caretaking, the removal is only reasonable if it is necessary to achieve the community caretaking need. While the reasonableness of a removal ultimately depends on the unique circumstances of each case, reasonable community caretaking justifications for the removal of a vehicle include: (1) to permit the efficient flow of traffic; (2) to ensure public safety and convenience; (3) to prevent the vehicle or other property from vandalism or theft; and (4) to remove a vehicle blocking a driveway or crosswalk.

STATEMENT OF ISSUE

The attached Ordinance amends various sections of the Municipal Code related to the impoundment of vehicles in order to bring them into compliance with the Fourth Amendment standards for the seizure and removal of vehicles for community caretaking reasons. In particular, the attached Ordinance amends those provisions in the Municipal Code that seemingly allow officers and authorized City employees to impound vehicles

without probable cause or a community caretaking justification and requires seizures and removals of vehicles to serve a community caretaking function.

The attached Ordinance also amends the administrative fee provision for impounded vehicles to comport with state law. Vehicle Code Section 22658(i)(2) states that vehicles released from impoundment within 24 hours, regardless of the calendar date, will only be charged for one (1) day of impoundment. The current provisions of the Municipal Code requires a vehicle to be released within 8 hours to receive only one (1) days' worth of impoundment fees. This proposed Ordinance changes this provision so that it reflects the 24 hour timeframe mandated by state law.

FISCAL IMPACT

Unknown at this time. Possible fiscal impact due to limits placed on impounding vehicles due to necessity to meet mandates of current state and federal laws.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Ordinance.

CITY ATTORNEY'S OFFICE

APPROVED FOR FORWARDING:

**RONERICK D. SIMPSON
CITY MANAGER**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING VARIOUS SECTIONS OF CHAPTERS VII, VIII, IX, XII AND XXII
OF THE COMPTON MUNICIPAL CODE RELATED TO THE IMPOUNDMENT
OF VEHICLES**

WHEREAS, California Vehicle Code Section 22651 authorizes local law enforcement to tow away and impound certain vehicles; and

WHEREAS, in *South Dakota v. Opperman*, the U.S. Supreme Court ruled that the removal of vehicles pursuant to state law must still be reasonable under the Fourth Amendment; and

WHEREAS, California Assembly Bill 2876, effective January 1, 2019, clarified that the seizure and impoundment of vehicles pursuant to Vehicle Code Section 22651 must be reasonable and satisfy the limits set forth in the Fourth Amendment in order to be valid; and

WHEREAS, the removals of vehicles made for community caretaking reasons are only reasonable under the Fourth Amendment if they are necessary to achieve the community caretaking need, such as ensuring the safe flow of traffic, preserving public health and safety, and protecting property from theft or vandalism; and

WHEREAS, in order to incorporate these standards into the City of Compton's vehicle impoundment procedures, the City Council directed staff to evaluate and amend the City's impoundment provisions in the Compton Municipal Code.

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

Section 1. That subsection 7-7.11 (Seizure and Impoundment of Vehicles) of Chapter 7 (Police Regulations) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

7-7.11 Seizure and Impoundment of Vehicles.

a. A vehicle shall be seized and impounded pursuant to this subsection upon the occurrence of all of the following:

1. A valid arrest of the driver of a vehicle for the commission or attempted commission of an act that violates Sections 266h, 266i, or 647(b) of the California Penal Code; and
2. At the time of the arrest, the owner or operator of the vehicle has had a prior conviction for the same offense within the past three years; and
3. The vehicle presents a traffic or safety hazard.

b. Impoundment shall be for a period of up to 30 days. Any period during which a vehicle is subjected to storage pursuant to this subsection shall be included as part of the period of impoundment.

Section 2. That subsection 7-9.16 (Declaration of Public Nuisance of Vehicles in Commission of Illegal Dumping) of Chapter 7 (Police Regulations) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

7-9.16 Declaration of Public Nuisance of Vehicles Used in Commission of Illegal Dumping.

A vehicle used in the commission or attempted commission of an act that violates Section 374.3(h) of the California Penal Code is declared to be a public nuisance and shall be subject to seizure and impoundment for a period of up to 30 days if there is probable

cause to seize the vehicle and the owner or operator of the vehicle has had a prior conviction for the same offense within the past three years.

Section 3. That subsection 7-9.17 (Seizure and Impoundment of Vehicle) of Chapter 7 (Police Regulations) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

7-9.17 Seizure and Impoundment of Vehicle.

a. A vehicle shall be seized and impounded pursuant to this subsection upon the occurrence of all of the following:

1. A valid arrest of the driver of a vehicle for the commission or attempted commission of an act that violates Section 374.3(h) of the California Penal Code; and
2. At the time of the arrest, the owner or operator of the vehicle has had a prior conviction for the same offense within the past three years; and
3. The vehicle presents a traffic or safety hazard.

b. Impoundment shall be for a period of up to 30 days. Any period during which a vehicle is subjected to storage pursuant to this subsection shall be included as part of the period of impoundment.

Section 4. That subsection 8-6.12 (Administrative Fee for the Release of Abandoned and Impounded Vehicles) of Chapter 8 (Public Safety) of the Compton Municipal Code is hereby deleted in its entirety.

Section 5. That subsection 9-22.16 (d) (Towing Fee Rates - Exceptions) of Chapter 9 (General Licensing) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

- c. Exceptions. When a release request is made within the first hour of storage, the storage fee shall be waived.

When a release request is made within the second hour of storage, the storage fee shall be one-half of the regular fee.

When a release request is made within twenty-four (24) hours, only one day's storage shall be charged, regardless of the calendar date.

When a release request is made between 7:00 p.m. and midnight, one day's storage fee shall be waived providing such release occurs within the mandatory release hours (6:00 a.m. to 7:00 p.m.) of the following day.

Section 6. That subsection 12-4.4 (Impounding Vehicles Parked on Streets) of Chapter 12 (Traffic Regulations) of the Compton Municipal Code is amended in its entirety to read as follows:

12-4.4 Impounding Vehicles Parked on Streets.

Any vehicles which have been parked or left standing on any street, alley, or public way for a period longer than 72 consecutive hours may be removed by any police officer or authorized regular City employee provided such officer or employee complies with the provisions of Section 22652 of the Vehicle Code of the State of California to permit the efficient flow of traffic or ensure public safety and convenience.

Section 7. That subsection 12-4 (Impounding Vehicles) of Chapter 12 (Traffic Regulations) is amended to add subsection 12-4.5 (Administrative Fee for the Release of Abandoned and Impounded Vehicles) to read as follows:

12-4.5 Administrative Fee for the Release of Abandoned and Impounded Vehicles.

a. The City Council shall, by ordinance or resolution, from time to time determine and fix the amount to be assessed as fees applicable to the release of stored or impounded vehicles.

b. An administrative fee will be assessed on vehicles stored or impounded for reasons including, but not limited to:

1. Vehicles that have been abandoned;
2. Vehicles that are found on the street, and have not been registered for more than one year, and constitute a hazard to traffic or public safety;
3. Vehicles that create parking hazards;
4. Vehicles that block driveways and no other remedies are available;
5. Vehicles with more than four outstanding parking tickets that constitute a hazard to traffic or public safety;
6. Vehicles that are operated by unlicensed drivers and it is impracticable to lawfully relocate the vehicle to another location; or
7. The operators and/or owners are taken into custody and it is not practical to legally park and lock the vehicles.

Section 8. That subsection 22-1.3(a)(7) (Amendments) of Chapter 22 (Fire Prevention and Protection) of the Compton Municipal Code is hereby amended in its entirety to read as follows:

22-1.3(a)(7). Amendments. Section 104.11.6

OUTSIDE OBSTRUCTIONS

Section 104.11.6 Outside obstructions. No person shall park or place any material or vehicle in any established exit way, driveway, gateway, or alleyway between buildings that would hamper the ingress of fire equipment in case of fire. When in the opinion of the Fire Chief or his designee, any driveway, gateway, or alleyway between buildings is so obstructed by objects, materials, or vehicles as to impede the ingress or egress of said way and it is impracticable to move the vehicle to another location, it shall be removed immediately upon an order of the Fire Chief or his designee. When such obstruction is a vehicle, it may be removed or impounded at the owner's expense and as prescribed by law.

Section 9. That on the basis of the whole record and exercising its independent judgment, the City Council finds that this Ordinance is not subject to environmental review pursuant to Sections 15061(b)(3) of the State Guidelines for Implementation of the California Environmental Quality Act (CEQA) (14 Cal. Code Regs. § 15000, *et seq.*) because the Ordinance relates only to the requirements, standards, and circumstances pertaining to the impoundment of vehicles and there is no substantial evidence that such action will have any significant adverse effect on the environment.

Section 10. That if any section, subsection, line, sentence, clause, phrase, or word of this Ordinance is for any reason held to be invalid or unconstitutional, either facially or as applied, by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Compton hereby declares that it would have passed this Ordinance, and each and every individual section, subsection, line, sentence, clause, phrase, or word, without regard to

any such decision.

Section 11. That a copy of this Ordinance shall be filed in the offices of the City Clerk and every department and agency of the City.

Section 12. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 13. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

ADOPTED this _____ day of _____, 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 verify that the foregoing Ordinance 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 Ordinance was adopted by the following vote to wit:

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

CITY CLERK OF THE CITY OF COMPTON