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. 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
07/26/2022
5:30 PM

HEARINGS

5:35 P.M. - PUBLIC HEARING - REQUEST TO APPROVE PROPOSED TENTATIVE TRACT MAP 83696 TO CREATE FIVE AFFORDABLE HOMES (Item #11)

5:45 P.M. - PUBLIC HEARING - TO RECEIVE COMMENTS ON THE PROPOSED 2022-2023 ANNUAL ACTION PLAN (Item #12)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. COMMENDATORY RESOLUTION PRESENTATION - Corvette of Choice - Outstanding Community Service (Councilwoman Duhart)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. JUNE 21, 2022

CITY CLERK

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2022-2023 ($43,200)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVIES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2022-2023 ($35,000)

HUMAN RESOURCES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS CLASSIFICATIONS WAGES AS A RESULT OF THE INCREASE TO THE 2019, 2020, 2021 AND 2022 STATE OF CALIFORNIA MINIMUM WAGE

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF WATER DEPARTMENT GENERAL MANAGER CORRECTING THE SALARY RANGE FROM 192 TO 220

PUBLIC WORKS DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING CURB MARKING POLICIES AND PROCEDURES FOR RED, GREEN, YELLOW AND WHITE CURBS IN THE CITY OF COMPTON

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE ACCESSIBLE PARKING FOR DISABLED PERSONS (BLUE CURB) POLICY AND PROCEDURES IN THE CITY OF COMPTON

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH ALL AMERICAN ASPHALT FOR USE OF CERTAIN HOUSING SUCCESSOR AGENCY-OWNED REAL PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD IN THE AMOUNT OF FOUR THOUSAND DOLLARS PER MONTH ($4,000) NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) WORKING DAYS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM MAJOR LEAGUE INFIELDS, INC. TO PROVIDE ANNUAL MAINTENANCE SERVICES FOR THE DODGERS DREAMFIELD AT GONZALES PARK AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND TWO HUNDRED DOLLARS ($49,200)

REGULAR AGENDA

CITY MANAGER'S REPORT

11. A REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE (September 7-9, 2022, Long Beach California) - $650 per attendee

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE TRACT MAP NO. 83696 (SUB 21-003) A REQUEST BY THE WIN PROJECT TO CREATE FIVE REDUCED SIZED LOW DENSITY RESIDENTIAL LOTS ON A 15,863 SQUARE FOOT SITE LOCATED AT 1716 EAST ROSECRANS AVENUE

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS AND AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2022-2023 AND COMBINED OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2021-2022

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO CITY-WIDE VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2022-2023 ($1,017,727)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE HOUSING SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, AUTHORIZING THE CITY MANAGER TO ACCEPT LOAN REPAYMENT FROM ALAMEDA COURT, LLC., AND RELEASING LIEN RESTRICTIONS PLACED ON THE ALAMEDA COURT TOWNHOMES LOCATED AT SOUTHWEST CORNER OF ALAMEDA BOULEVARD AND MYRRH AVENUE

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($399,774)

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000)

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES ($103,800)

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT TWO MEASURES BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS, ELIMINATING PRIMARY NOMINATING ELECTIONS AND CHANGING THE DATE OF GENERAL MUNICIPAL ELECTIONS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURES

21. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON NOVEMBER 8, 2022 FOR THE SUBMISSION TO THE VOTERS OF THE CITY TWO MEASURES TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQURIED MONTHLY REGULAR CITY COUNCIL MEETINGS, AND ELIMINATING PRIMARY NOMINATING ELECTION AND CHANGING THE DATE OF GENERAL MUNICIPAL ELECTION

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNNIA ELECTIONS CODE

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT TWO MEASURES BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS AND CHANGING THE DATE OF PRIMARY NOMINATING ELECTIONS AND GENERAL MUNICIPAL ELECTIONS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURES

24. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON NOVEMBER 8, 2022 FOR THE SUBMISSION TO THE VOTERS OF THE CITY TWO MEASURES TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS AND CHANGING THE DATE OF THE PRIMARY NOMINATING ELECTION AND GENERAL MUNICIPAL ELECTION

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/6/2022 @ 5:30 PM

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JUNE 21, 2022

The Compton City Council Closed Session meeting was called to order at 4:39 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, Mayor E. Sharif
Council Members Absent – J. Bowers L. Darden *(Both joined during closed session)*

Other Officials Present: E. Perrodin, A. Godwin, B. Mims, T. Thomas

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION Jenny Adame, et al. v. City of Compton, LASC Case No. 19STCV22593 Kareemah Bradford v. City of Compton, LASC Case Nos. TC026769 and 18STCV01367 Craig J. Cornwell v. City of Compton, LASC Case No. 22STCV07996 Demesne Corporation, et al. v. City of Compton, LASC Case No. BC706202 Michael Fletcher, et al. v. City of Compton, LASC Case No. BC670866 Rodney Myers, et al. v. County of Los Angeles, et al., LASC Case No. BC680294 Salvador Perez v. City of Compton, et al., LASC Case No. 21STCV27741 Satra Zurita v. City of Compton, Workers Compensation Claim ADJ15643188 Pursuant to Government Code Section 54956.9(a)

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEM ONLY

There were no audience comments regarding the closed session items.

City Attorney Eric Perrodin requested a closed session for a conference with legal counsel regarding pending litigation in the cases of Jenny Adame, et al. v. City of Compton, LASC Case No. 19STCV22593 Kareemah Bradford v. City of Compton, LASC Case Nos. TC026769 and 18STCV01367 Craig J. Cornwell v. City of Compton, LASC Case No. 22STCV07996 Demesne Corporation, et al. v. City of Compton, LASC Case No. BC706202 Michael Fletcher, et al. v. City of Compton, LASC Case No. BC670866 Rodney Myers, et al. v. County of Los Angeles, et al., LASC Case No. BC680294 Salvador Perez v. City of Compton, et al., LASC Case No. 21STCV27741 Satra Zurita v. City of Compton, Workers Compensation Claim ADJ15643188 Pursuant to Government Code Section 54956.9(a)

On motion by Duhart, seconded by Spicer, the City Council approved the closed session by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Sharif
NOES: Council Members – None
ABSENT: Council Members – Bowers, Darden

RECESS TO CLOSED SESSION

On motion by Duhart, seconded by Spicer, the City Council recessed to closed session at 4:42 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Sharif
NOES: Council Members – None
ABSENT: Council Members – Bowers, Darden

RECONVENE TO OPEN SESSION

On motion by Duhart, seconded by Spicer, the meeting reconvened at 5:38 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Bowers, Darden, Sharif
Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Perrodin announced that there was no reportable action taken by the City Council during the closed session meeting.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Rodney Lister questioned whether the City had addressed any of the Audit Findings of Eadie + Payne and Associates and further raised concerns regarding the City's finances relative to Community Development Block Grant funds. Mr. Lister further indicated that the Compton Unified School District Board of Trustees is considering a $350 Million Bond, which could substantially raise property taxes for the residents and questioned if the Board communicated with the City Council regarding this issue.

Sheila Smith referenced an incident regarding a child which was shot in the City and raised concerns that McCormick Services was not able to respond to transport the child to the hospital. Ms. Smith spoke in favor of replacing McCormick Ambulance Service by restoring emergency transport services to the Compton Fire Department, which would save the City a great deal of money.

Victor Robbins informed the City Council that he won a claim against the City, however, there was a small error in the amount of the claim and requested the City Council's assistance in resolving the matter.

Joseph Enayati, Studio 60, stated that last week City officials gave his son a citation for $1000 and further stated that every night his building is patrolled by code enforcement. Mr. Enayati stated that he has attempted to comply with all of the city requirements however he has not been allowed the right to operate his business. Mr. Enayati concluded that he has been closed for three months and will take legal action against the City if he is not allowed to reopen soon.

Tyra Bird commented that small businesses are the lifeblood of the City and added that Comptonmania is a small business with the main goal of uniting the City so that everyone can thrive. Ms. Bird further spoke in support of Comptonmania and indicated that the organization will work with other groups to provide opportunities for the youth and expose them to championship wrestling and showcase the wealth of talent in the City of Compton. Ms. Bird indicated that Comptonmania has set up a *go fund me* account to provide funds to allow all the children up to the age of 18 to attend the event free of charge.

DeSean Watkins announced that the next Comptonmania event will take place on August 28, 2022, and will be called the Ghetto Gauntlet II. Mr. Watkins noted that 20 to 30 wrestlers will compete for the heavyweight championship. This event will take place in the Richland Farms area in conjunction with the Compton Cowboys and other local organizations. Mr. Watkins further indicated that this event is for the youth of the community and will unite the residents of Compton.

Jeanette Lewis commented that the illegal street takeovers are still occurring and further questioned if the City Council has developed a plan to eradicate the problem.

Herbert Proby requested that the repass fees for the use of the Dollarhide Center be waive for his son, who is the nephew of Former Police Chief Hourie Taylor.

Hourie Taylor commented that this is the second son that the family has lost in the last 6 years and further thanked the City Council for their consideration of waiving the fees for the repass.

George Salvador of the Southwest Regional Council of Carpenters, stated that he represents more than 57,000 members. He urged the City to utilize local, highly skilled workers for the construction development site at 501 E. Compton Boulevard. Mr. Salvador indicated that utilizing local hired workers will reduce the construction related environmental impact, while benefiting the local economy and mitigating greenhouse gases because workers are not commuting great distances.

Brother Zaafir, Islamic Historical Society, discussed the Holy Month and further explained that Muhammad, the founder of Islam, was born in Mecca, and it is toward this religious center that Muslims turn five times daily in prayer. All devout and able Muslims must attempt a Hajj (pilgrimage) to Mecca at least once in their lifetime. Brother Zaafir urged the residents to turn to God and ask Him for relief.

Sandra Alvarez informed the City Council that there is an unruly rooster in her neighborhood causing problems for the residents. Ms. Alvarez further indicated that there is a high volume of crime and illegal street takeovers in the area with cars speeding up and down the street. Ms. Alvarez urged the City Council to take action and hold the Compton Sheriffs accountable.

Juan Ortega addressed the issue of the illegal street takeovers and noted that a growing memorial for the people that were recently killed has been set up. Mr. Ortega indicated that visitors to the memorial site are causing problems because they play loud music and drink alcohol at the location throughout the night. He requested that the City Council take action to combat the takeovers, adding outsiders are coming in and terrorizing the community.

Raul Riesgo spoke in opposition to the ballot initiative to allow for online and mobile phone sports wagering which would have a negative effect on the community. Mr. Riesgo urged the City to join the coalition to defeat this ballot measure.

Marjorie Shipp urged the City Council to address the illegal street takeovers and also address the many Municipal Code violations occurring in the Richland Farms area. Ms. Shipp indicated that she resides on Raymond Street and she and her neighbors are subjected to nuisances every Friday and Saturday with the illegal street takeovers which are occurring dangerously close to gas stations. Ms. Shipp further urged the City Council to improve the street lighting and repair the traffic signals and clean up the homeless encampments and remove the left-over debris left from the fires in the area.

Anthony Lewis commented that he received a parking violation citation and asserted that the street signage and the street curbs painting must be replaced and upgraded. Mr. Lewis then noted that he was in City Hall conducting City business and further noted that Compton should be amenable to those individuals visiting City Hall for business purposes. Mr. Lewis also informed the City Council that a vehicle pulling two trailers crashed into several vehicles including a car owned by a friend.

Yolanda Gomez requested to be informed regarding the status of her request for a Townhall meeting to discuss the strategies for combating illegal street takeovers as well as other crimes in the City. Ms. Gomez recited an incident whereby she was caught in the middle of an illegal street takeover and feared for the safety of her life and her family. Ms. Gomez requested that the City Council invite Los Angeles County Sheriff Villanueva to listen to the concerns of the residents which would provide an opportunity for the residents to hear what the Council plans to do regarding the illegal street takeovers. Ms. Gomez concluded by stating that Cinco de Mayo was a paid day off, however, the Latino community was not presented with any type of event to honor this holiday.

Veronica Campos urged the City Council to sympathize with the community and approve a neighborhood street closure for the safety of the residents. Ms. Campos invited the Council and community to participate in community talks involving law enforcement to discuss solutions and strategies for eradicating crime and eradicating illegal street takeovers.

Crystal Hodges, Compton Library Manager, announced that the Compton Library at 240 West Compton Boulevard, offers free 'grab and go' lunches for children up to the age of 18 every Tuesday through Friday from 12 noon to 1 p.m. through August 5, 2022. Ms. Hodges urged everyone to take advantage of this free service and also encouraged the residents to visit the library and obtain a library card to rent various items such as power washing tools, pliers, sewing machines, and many other items free of charge.

Maria Villareal, CEO/President of the Latino Chamber of Commerce, announced that on Monday, June 27, 2022, the Latino Chamber of Commerce is hosting a computer giveaway at their location from 11 a.m. until 12 noon. She invited the residents to come to the location with their identification and fill out a form to receive their free computer. Ms. Villarreal also discussed the

various Latino events such as Cinco de Mayo and the Taste of Compton and further recited the various holidays that should be celebrated throughout the City.

Lynn Boone commented that every surrounding City has addressed illegal street takeovers except the City of Compton and further stated that she blames the City Attorney for not taking action. Ms. Boone then announced that there will be a court date set to address the Second District Council seat and added that there should be changes made regarding the election. Ms. Boone alleged that the City Council is disrespecting the City Charter and the people of the City of Compton.

Mayor Sharif assured the community that the City Council is working diligently in conjunction with law enforcement and various agencies and surrounding cities to develop a strategy to eradicate crime and the illegal street takeovers.

INTRODUCTION OF SPECIAL GUESTS

1. POWER POINT PRESENTATION - 501-601 EAST COMPTON BOULEVARD DEVELOPMENT PROJECT - KBK DEVELOPER

Keith B. Key, KBK Developers, and his team provided a power point presentation relative to the development at 501-601 Compton Boulevard and indicated that the Compton Innovation Center will be a transformative, urban mixed-use development which will serve the residents and innovators of Compton, helping to make Downtown Compton into a world-class destination that all of the City's residents can enjoy and benefit from. This will include up to 300 studio, one-bedroom and two-bedroom units, of which 58 units will be affordable to very low-income households. Residential amenities to include 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.

Mr. Key then noted that the City of Compton was selected as a recipient of a statewide award and grant, through the Affordable Housing and Sustainable Communities Program (AHSC). The $21 Million grant will assist in the development of a mixed-use, transit-oriented development proposed to be built on Compton Boulevard and for other infrastructure related projects.

Mr. Key noted that this grant is the largest in Compton's history and represents a significant investment in the development and future of the City. This project will be the starting point of a renaissance of Downtown Compton with the goal of developing the City into a regional center for culture and commerce. KBK provided artist's renditions of the proposed development for the City Council and community.

Councilman Spicer questioned what the Developer would do to ensure that we do not have gentrification and further raised concerns regarding the parking.

Mr. Key indicated that 58 units will be affordable housing which is embedded in the deeds so that those 58 units will remain affordable, per HUD guidelines. The other 237 units' costs will be based on market realities. Mr. Key noted that residents will also have the opportunity to acquire additional parking at the site to accommodate their needs.

Councilman Spicer then raised concerns regarding the emergency plan for the development.

Mr. Key responded that the development will include state-of-the art fire retardant materials, along with fire extinguishers and water sprinkler systems. Mr. Key further confirmed KBK's written commitment to providing an additional ladder truck.

Councilmember Duhart suggested that the Developer consider scaling down the project to 4 stories rather than 7 stories high.

Councilman Bowers indicated that he would like for the Developer to purchase another fully equipped ladder truck and provide for high level training for Fire Department personnel. Councilman Bowers further indicated that the City needs a disaster plan and an emergency

evacuation plan in place for the safety of the residents. Councilman Bowers concluded that the City's infrastructure needs to make major improvements, prior to placing such a high-density housing project in the City.

Fire Chief Simpson stated that the City currently has emergency evacuations plans in place for the residents and further noted that the Department is fully capable of addressing an emergency situation for a development of this size.

5:35 P.M. - PUBLIC HEARING - FISCAL YEAR 2022-2023 BUDGET (Item #5)

On motion by Duhart, seconded by Spicer, the public hearing was opened at 7:23 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

Jimmie Smith, Budget Officer, presented the 2022-2023 Fiscal Year Budget for the City of Compton for review and adoption. The estimated revenues have been supplied by the City Controller. Available Special Fund Balances from prior year surplus have also been provided by the City Controller and utilized to balance the Budget. The projected expenditures recommended by the City Manager are in balance with the Controller's estimated revenue. The City Manager and City Controller, along with all the Budget Team members, have worked diligently to balance this proposed Budget. This balanced Budget is recommended to the Mayor and City Council for approval.

The Compton City Charter, Section 1407, requires that the City Manager present an Annual Budget for adoption by City Council on or before June 30, 2022, and this public hearing is being held to discuss the proposed Fiscal Year 2022-2023 Budget. Three City Council Budget Workshop discussions were held on April 5, 2022, May 17, 2022, and May 24, 2022.

The City organizes the Annual Budget by Fund and by Department. The Citywide Fiscal Year 2022-2023 Proposed Budget, which includes combined (all) Funds and Departments, totals **$215,260,174.** Expenditures are offset by City-wide revenues and Special Fund Balances totaling **$215,260,174.** The City-wide Budget includes the General Fund. The General Fund, which includes the Measure "P" 1% Sales Tax. This fund which provides for most of the typical public services which Compton citizens rely on, such as Law Enforcement, Fire Protection, Recreation, Street Repair, and General City Administration. The General Fund Budget equals: **$59,501,174**. Measure P General Fund Resources equal: **$14,286,625**. All General Fund Resources *(inclusive of Measure P)* equal **$73,787,799.**

Restore General Services and Human Resources Department - The Budget includes the proposal to separate from Public Works Street Maintenance and restore General Services Department as a stand-alone department. The Budget also includes a proposal to separate the Human Resources Department from the Internal Services Department. The remaining Internal Services Divisions, Information Technology, Reprographics, and the Public Access Channel will be transferred to the City Manager's Department. This organizational change is responsive to the State Controller's recommendation to address the lack of leadership at the management level.

Expand Community Improvement Department - This proposed Budget includes a plan to extend the operational days and hours for the Parking Division to address the public parking hazard the City of Compton faces. Inoperable, abandoned, long-term, and oversized vehicles park illegally on City streets. Additional staff included in this Budget will allow the Parking Division to address these concerns after regular weekday business hours and on weekends.

Mr. Smith indicated that ongoing monitoring of revenue and expenditures will result in Quarterly Budget review and appropriate adjustments. The City Manager and City Controller intend to conduct a "Mid-year" Budget Review and Workshops with the City Council, updating revenue estimates and expenditures.

Staff recommends that the Council accept the proposed 2022/2023 City of Compton Budget for public comments, revisions, and adoption.

PUBLIC COMMENTS REGARDING THE HEARING

Marjorie Shipp requested that the City hire more Code Enforcement Officers to address the Municipal Code violations and other issues affecting the City.

Mr. Smith indicated that there is a proposal to add 12 additional positions to the Code Enforcement Division and increase the hours of operation.

Bruce Boyden questioned the whereabouts of the listing of the funding for the various committees and commissions.

Mr. Smith replied that the funding for the committees and commissions is listed under the City Manager's budget and further stated that discussions are continuing relative to the boards, committees and commissions.

Mark Smith questioned whether funding was provided for the video surveillance system which would be crucial in the effort to combat illegal street takeovers. Mr. Smith further indicated that additional funding is needed for law-enforcement as well as fire department personnel and apparatus.

Richard Earl questioned if the City has detailed job duties and instructions for the new personnel positions in the Budget.

Mr. Smith responded that the job classification specifications outline the duties and other pertinent information relative to the various positions.

Unidentified Speaker noted that a portion of the General Fund revenue is budgeted for public services and further asked if the budget offers a break down as to how the funds are distributed.

Mr. Smith replied that a funding source breakdown is provided on the funding distribution page of the Budget.

Sinetta Farley requested a presentation to include a line-by-line breakdown of the proposed budget.

Yolanda Gomez requested that a Townhall meeting be conducted in each district to address the concerns of the residents.

Renee Bowen discussed the water wells and questioned whether funds will be allocated for their repair and upgrades.

Mr. Smith indicated that the funding for projects such as well repair will be considered at a later date and the public will be provided with status updates regarding the Budget.

City Attorney Eric Perrodin highlighted Section 1413 of the Compton City Charter, under Public Services Departments' Depreciation Funds and stated that the City Council shall annually set aside from the income derived from its revenue producing public utilities, as a separate depreciation fund for each of said public utilities, a sum which, according to the estimate of the City Manager, and approved by the City Council, shall be sufficient to meet the normal depreciation in said public utility. Such depreciation funds shall be used only for the replacement, betterment, and extension of the plants and equipment of said public utilities, respectively. Attorney Perrodin further indicated that under Section 1414, Capital Outlay funds; the City Council, by ordinance, may create a special fund or funds for a special capital outlay purpose.

Anthony Lewis noted that capital outlay funds may be used for building and street repair in addition to the purchase of Fire Department equipment.

Betrina Warren asked if funding is available to repair the traffic lights on Alameda Street.

Mr. Smith indicated that this issue is under discussion.

There being no further comments, it was moved by Duhart, seconded by Spicer, the hearing was closed at 7:48 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

Councilmember Darden raised concerns that there was an error listed for the salary of the Water Department Manager and further questioned whether an Engineer's position is included in the Budget. Ms. Darden further commented that residents had requested that the City Council include funding for an Economic Development Department in the Budget.

City Manager Thomas indicated that he did not plan funding for a position in an Economic Development Division.

Councilman Bowers noted that the Fiscal Sustainability Plan is not included in the proposed Budget.

Mayor Sharif commented that Fiscal Sustainability must be part of the 2022/2023 Fiscal Year Budget.

CONSENT AGENDA

APPROVAL OF MINUTES

1. MAY 24, 2022

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

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

REGULAR AGENDA

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

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

   PERSONNEL BOARD ***(Removed from agenda)***

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

   PERSONNEL BOARD ***(Removed from agenda)***

   AUDIT AD HOC COMMITTEE, AD HOC FINANCE COMMITTEE AND MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTES

Councilman Spicer indicated that he would like to serve on the **Audit Ad Hoc Committee**.

Mayor Sharif indicated that she would like to remain as alternate on the **Gateway Cities Committee** and Councilman Spicer stated that he would like to serve as the alternate.

Mayor Sharif commented that she would serve as a representative on the **Southern California Association of Governors**, and **Councilwoman Darden** noted that she would like to serve as the alternate.

Councilman Spicer requested to be appointed to the **Southern California Air Quality Management District** and **Councilmember Duhart** noted that she would like to serve as the alternate.

Mayor Sharif nominated **Councilman Spicer** to serve on the **91/605 Gateway Council** and suggested that **Councilmember Duhart** serve as the alternate.

On motion by Spicer, seconded by Duhart, the aforementioned appointments were approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

City Clerk Alita Godwin indicated that former Councilmember Chambers must be removed from her the Independent Cities Lease Finance Authority.

On motion by Duhart, seconded by Spicer, former Councilmember Chambers was removed from the Independent Cities Lease Finance Authority by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2022-2023 ***(Removed from agenda consideration)***

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Thanked Assemblyman Mike Gipson, Compton Lives Matter, the Compton community and the City Council for attending the wonderful Juneteenth Freedom Day Celebration and noted that a commendation was presented to the Compton Lives Matter organization for supplying the youth with free school uniforms, pajamas and school supplies and toys.

- Announced that the Compton Sheriff's Department is hosting a Zoom meeting on June 22, 2022, at 6:00 p.m. to discuss strategies to combat illegal street takeovers and other important topics of concern—contact: thebridgecompton@gmail.com for additional information.

- Invited the community to attend the free *Movie in the Park* event featuring ***The Lego Batman Movie*** beginning at 7:00 p.m. at Gonzales Park, located at 1101 W. Cressey Street on June 24, 2022.

- Reminded the community that the Compton Library, 240 W. Compton Boulevard, is offering free lunches for kids and teens Tuesdays through Fridays from 12:00 noon to 1:00 p.m.— there will also be a Summer reading program available for the residents—visit: lacountylibrary.org/summerdiscovery.

- Requested that the Compton Sheriff's Department increase patrol in and around the residential area of Hickory and Cedar Street to deter illegal activity.

Councilmember Spicer offered the following communications/announcements:

- Encouraged everyone to attend the Zoom teleconference with the Compton Sheriffs to discuss strategies to combat the illegal street takeovers and other topics raised by the community on June 22, 2022.

- Invited everyone to attend the District 2 Walk/Run scheduled for Saturday, July 2, 2022, beginning at 7:45 a.m., starting at 609 N. Long Beach Boulevard---this will be an opportunity to identify some of the issues and concerns of the neighborhood.

- Invited the community to attend the Big Giveback for the residents—available will be 500 hot meals, hygiene products, groceries and other essential goods and services on July 9, 2022, from 10:00 a.m. to 2:00 p.m. at the Pocket park located at 212 N. Long Beach Boulevard.

Councilmember Bowers offered the following communications/announcements:

- Reported that there are several traffic and street light outages on West Alondra between Central and Wilmington and elsewhere in the City.

- Reported that the street cleaners are not picking up the leftover debris and car remnants left by those individuals attending the illegal street takeovers—particularly in the area of Wilmington and Caldwell and urged the City Manager to take action.

Councilmember Darden offered the following communications/announcements:

- Reported on the various meetings, celebrations and community events she attended during the past week.

- Requested that the City Manager provide progress reports relative to the questions and concerns raised by the residents when they approach the Council during the City Council meetings.

- Invited the community to attend her Business Roundtable which will be held on June 30, 2022, at the Dollarhide Community Center, 301 N. Tamarind Avenue, Compton—contact: Dean Jones at 310-761-1482 for information and registration.

- Invited residents that would like to serve on the various boards, committees and commissions to submit applications to the City Clerk's Office.

- Requested a meeting with the City Manager to discuss the temporary repair of the Artesia Bridge.

- Requested that the City Council meeting be adjourned in memory of **Monica Petit.**

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif commented that the City must be clean, beautified and improved, particularly around the City's main thoroughfares and further suggested that a task force be constituted to address this issue.

- Mayor Sharif thanked everyone involved with the *Understanding Your Tax Bill* workshop and indicated that she is looking forward to more events of this nature for the residents.

- Mayor Sharif thanked the City Councilmembers for hosting their various events and indicated that the community is very appreciative of the services, supplies and critical information they receive from the various events, meetings and workshops.

- Mayor Sharif invited the community to join the City Council for an ***Art Walk*** on Saturday, July 30, 2022, from 11:00 a.m. to 3:00 p.m. at the Dollarhide Community Center—there will be festivities, music and more as the residents enjoy the City's rich heritage of talent. Contact Mariela Gonzales at (323) 877-2174 for additional information.

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned at 8:31 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

_____ _____

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

July 26, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2022-2023 ($43,200)

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Debra Duncan for a period of twelve (12) month (i.e. July 1, 2022 through June 30, 2023) and establish a purchase order in the amount of Forty Three Thousand Two Hundred Dollars ($43,200.00) for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2022-2023.

BACKGROUND

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

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

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

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

STATEMENT OF THE ISSUE

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

Sharp's Transcription Services – $1,500.00 per meeting date
Debra Duncan - $900.00 per meeting date
Playback Communications - $120.00 per hour

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

Ms. Duncan will be compensated at a flat rate of $900.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2022-2023 budget in Account No. 1001-470-000-4262.

RECOMMENDATION

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

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2022-2023 ($43,200)

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

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

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

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

Sharp's Transcription Services – $1,500.00 per meeting date
Debra Duncan - $900.00 per meeting date
Playback Communications - $120.00 per hour

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

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12-months (i.e. July 1, 2022 through June 30, 2023); and

WHEREAS, Ms. Duncan will be compensated at a flat rate of $900.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called; and

WHEREAS, funds for this expenditure are available in the 2022-2023 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Debra Duncan to provide transcription services and preparation of meetings minutes for the City's legislative bodies for a period of 12-months (i.e. July 1, 2022 through June 30, 2023), payable at the flat rate of Nine Hundred Dollars ($900.00) for each week that meetings of the legislative bodies are held that Debra Duncan performs services for.

Section 2. That a purchase order in the amount of Forty Three Thousand Two Hundred Dollars ($43,200.00) to pay for services rendered through June 30, 2023 is authorized to be established.

Section 3. That funds for this expenditure are available in the City Clerk's Fiscal Year 2022-2023 budget in Account No. 1001-470-000-4262.

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

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

ADOPTED this _____ day of _____, 2022.

_____
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 _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
DEBRA DUNCAN

This **AGREEMENT** is entered and made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and the **DEBRA DUNCAN** (hereinafter referred to as **"CONTRACTOR"**) located at 4016 Pine Avenue, Long Beach, California 90807.

RECITALS:

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

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

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____ 2022, the City Council authorized the City Manager to enter into a contract with the Contractor (Debra Duncan) to provide the needed services; and

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

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

AGREEMENT:

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

1. Export the consent Agenda from OnBase to the Media Manager.
2. Transcribe the spoken word from video files using sophisticated software (OnBase Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enter specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into

electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Record amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.

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

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

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

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

2. Duration of Contract. The term of this Agreement shall be for period of July 1, 2022 through June 30, 2023, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate of **Nine Hundred Dollars ($900.00)** per date for transcription and preparation of meeting minutes for each and every City of Compton legislative body (i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency) meeting on that date. The compensation paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable

items according to schedule, unless the failure is through no fault of the Contractor or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

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

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

The Contractor understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Forty Three Thousand Two Hundred Dollars ($43,200.00).**

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

4. Ownership of Materials. Contractor agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Contractor hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

applicants and subcontractors for employment, notices setting forth the provisions of this non-discrimination clause.

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

8. Subcontracting. Contractor's services are unique and personal. Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment

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

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

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

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

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

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

11.1 Commercial General Liability Insurance. $500,000.00 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

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

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

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

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

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

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

15. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

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

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

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

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

17. Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have

the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

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

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

waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

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

24. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not make any of these documents or information available to any individual or organization not

employed by the Contractor or the City without the written consent of the City before any such release.

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

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

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

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

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

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

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

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

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

CONTRACTOR

Dated: _____ **By _____**
Debra Duncan

CITY OF COMPTON

Approved By:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

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

REQUEST FOR QUOTE

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

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

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

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

Please submit your cost per meeting or per month. Also include if you are able to attend each meeting. Please submit your quote by July 7, 2022 to:

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

or

via email

agodwin@comptoncity.org

July 26, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2022-2023 ($35,000)

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a twelve (12) month agreement (i.e. July 1, 2022 through June 30, 2023) with All Star Interpreting Service ("All Star") to provide Spanish language translation and interpretation services for the public meetings of the City's legislative bodies for Fiscal Year 2022-2023 and establish a purchase order in the amount of Thirty Five Thousand Dollars ($35,000).

BACKGROUND

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

STATEMENT OF ISSUE

The Clerk's Office does not have staff to perform the professional services needed to provide professional, certified language translation and interpretation services for the various City's legislative bodies. Thus, informal proposals were sought and received from four (4) firms; to wit:

All Star Interpreting Service - $750.00 flat rate per meeting
BiLingual Services International - $595.00 times 2 Interpreters (required) up to 3 hours, $195.00 per each additional hour per interpreters
Medrano Interpreting - 1000.00 times 2 Interpreters (required) up to 6 hours for a total of $2000.00 per meeting.
Reliable Translation Inc. - $432.00 times 2 Interpreters (required) up to 2 hours, (additional cost per every 15 minutes, and mileage)

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

All Star has been providing translation and interpreting service for over twenty-nine (29) years. All Star is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language.

All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings. The contract with All Star will be for one (1) year (July 1, 2022 through June 30, 2023). The costs of services will remain at the rate of Seven Hundred Dollars ($750.00) per date of services rendered for the entire term of the agreement.

FISCAL IMPACT

The costs for services for Fiscal Year 2022-2023 is estimated at Thirty Five Thousand Dollars ($35,000.00). Funds for this expenditure are available in Account No. 1001-470-000-4262.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2022-2023 ($35,000)

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

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

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

WHEREAS, there were only four (4) quotes received from:

All Star Interpreting Service - $7500.00 flat rate per meeting
BiLingual Services International - $595.00 per interpreter (2 required)
Medrano Interpreting - $1000.00 per interpreter (2 required)
Reliable Translations Inc. - $648.00 per interpreter (2 required)

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager e authorized to enter into a contract for a period of 12-months (i.e. July 1, 2022 through June 30, 2023); and

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

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

WHEREAS, the contract with All Star will be for a term of one (1) year (July 1, 2022 through June 30, 2023) at a cost not to exceed Thirty Five Thousand Dollars ($35,000.00); and

WHEREAS, funds for this expenditure are available in Account No. 1001-470-000-4262 of the 2022-2023 Fiscal Year Budget.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is authorized to enter into a twelve (12) month (i.e. July 1, 2022 through June 30, 2023) agreement with All Star Interpreting Service to provide "as-needed" professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban

Community Development Commission and Successor Agency), including regular, special and emergency meetings and translation for the City's cable telecast of the aforementioned meetings in an amount not-to-exceed $35,000.00.

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

Section 3. That funds for this expenditure are available in the 2022-2023 Fiscal Year budget in Account No. 1001 470 000 4262.

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

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

ADOPTED this _____ day of _____, 2022.

_____
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 _____, 2022.

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

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

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **ALL STAR INTERPRETING SERVICE** (hereinafter referred to as **"ALL STAR"**), located at 1925 Vassar Avenue, Glendale, California 91204.

RECITALS:

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

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

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

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

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____, 2022, the City Council authorized the City Manager to enter into an agreement with All Star to provide interpretation and translation services to the City; and

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

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

AGREEMENT:

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

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

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

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

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

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

2. Duration of Contract. The term of this Agreement shall be for the period of July 1, 2022 through June 30, 2023, unless this Agreement is terminated as provided herein.

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

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

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

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

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

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

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

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

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

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

Star or any agent, employee, or contractor of All Star for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to All Star.

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

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

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

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

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

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

10. Indemnification. All Star shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including

property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the All Star, its officers, employees, subcontractor, subcontractors or agents in the performance of the duties undertaken by All Star pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

15. General Compliance with Laws. All Star will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by All Star, or in any way affect the performance of the services by All Star. All Star will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALL STAR INTERPRETING SERVICES

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

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

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

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

All Star's Proposal for City of Compton

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

Simultaneous Interpreting Rates

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

Spanish Translation

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

Equipment Rental Rates

Recommended Package

This equipment package includes:

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

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

A/V Technician Rates

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

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

Cost Summary

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

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

Post Office Box 250958, Glendale, CA 91225-0958
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@interpreting.com

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

Event Time & Location:

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

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

Payment Terms

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

Credentials

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

Post Office Box 250958, Glendale, CA 91225-0958
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@interpreting.com

BiLingual Services International

All Language Assistance Network

ESTIMATE FOR INTERPRETING SERVICES

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

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

In Person Fees:

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

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

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

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

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

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

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

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

_____ _____
Client's Signature Date

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

• EXCELLENCE IN SERVICE •
SINCE1980

MEDRANO
INTERPRETING

Proposal for
City of Compton City Council Meetings

Simultaneous Interpreting Rates

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

Spanish Translation

Interpreter Summary	Qty	Units	Individual cost	Total cost
Spanish Conference Interpreter	2	1 full day	$ 1050.00	$ 2100.00
Total (Up to 6:00 Hrs.)				$ 2000.00

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

Equipment Rental Rates

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

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

Event Time & Location:

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

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

Payment Terms

Payment is expected within 45 days.

Visit our website: www.medranointerpreting.com

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

Tanesha Hudson

From: Alita Godwin
Sent: Monday, July 11, 2022 1:27 PM
To: Tanesha Hudson
Subject: FW: Spanish Translation Quote
Attachments: Price Sheet USA -Rev7.xlsx; Reliable Translations Inc New Client-Info Pack.pdf

Tanesha,

Can you print and scan this cover email and excel spread sheet to me please.

Alita

From: James Marmolejo <jamesm@rtitran.com>
Sent: Tuesday, July 5, 2022 12:06 PM
To: Alita Godwin <agodwin@comptoncity.org>
Subject: Spanish Translation Quote

Dear Alita,

Reliable Translations, Inc. is interested in translating documents from English to Spanish and Interpreting at the council meetings, which are 3 or 6 hours in length.

Translations is by the word count. Reliable Translations charges $0.16 per word for Spanish translations. Interpretation is at $108 per hour.

1) For onsite meetings there is a minimum of 2 hours.
2) And, we have a requirement of using 2 interpreters, working together for 2.5 hours, plus.

If you have any questions please call me directly at 805-630-6773.

Also, attached is our price guide and information pack for your reference.

Sincerely,

James Marmolejo
Sales & Marketing Director
Reliable Translations, Inc.
"We Speak Your Language"
121 W. Lexington Dr. Ste L106D
Glendale, CA 91203
Email: jamesm@rtitran.com
Phone: 818-484-8673 X700
Mobile: 805-630-6773
www.ReliableTranslations.com

CONFIDENTIALITY STATEMENT: THIS MESSAGE AND ANY ACCOMPANYING DOCUMENTS CONTAIN INFORMATION WHICH IS PRIVILEGED, CONFIDENTIAL AND INTENDED ONLY FOR THE USE OF THE ABOVE-NAMED RECIPIENT. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION, PRINTING OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE IMMEDIATELY NOTIFY RELIABLE TRANSLATIONS, INC., BY TELEPHONE OR RETURN THE E-MAIL MESSAGE TO US. THANK YOU.

Category			MINIMUM CHARGE		
On-Site Meetings		**Rate/hour**	**2 hours**		
	Spanish	$108	$216		
	Arabic	$154	$308		
	ASL*	$154	$308		
	Cantonese	$154	$308		
	Farsi	$154	$308	Partner needed for 2.5 hours or more, if simultaneous interpreting is required.	
	Hmong	$192	$384		
	Italian	$154	$308		
	Korean	$154	$308		
	Mandarin	$154	$308		
	Somali	$192	$384		
	Russian	$154	$308		
	Tagalog	$154	$308		
	Vietnamese	$170	$340		
	Other Languages - request quote				
Zoom/Videoconference Meetings		**Rate/hour**	**1.5 hours / except ASL**	Partner needed for 2.5 hours or more, if simultaneous interpreting is required.	
	Spanish	$108	$162.0		
	Arabic	$154	$231.0		
	ASL	$154	$231.0		2 hour Min,not 1.5 hours
	Cantonese	$154	$231.0		
	Farsi	$154	$231.0		
	Hmong	$192	$288.0		
	Italian	$154	$231.0		
	Korean	$154	$231.0		
	Mandarin	$154	$231.0		
	Russian	$154	$231.0		
	Somali	$192	$288.0		
	Tagalog	$154	$231.0		

Vietnamese	$170	$255.0

Other Languages - request quote

Phone Conferences	Rate/hour	1 hour
Spanish	$108	$ 108.00
Arabic	154	$ 154.00
Cantonese	154	$ 154.00
Farsi	154	$ 154.00
Hmong	$192	$ 192.00
Italian	154	$ 154.00
Korean	154	$ 154.00
Mandarin	154	$ 154.00
Russian	154	$ 154.00
Somali	$192	$ 192.00
Tagalog	$154	$ 154.00
Vietnamese	170	$ 170.00

Other Languages - request quote

We charge for additional time in 15 minute increments, rounded to the nearest 15 minutes.

Mileage will be charged at Standard IRS Reimbursement rate for the year if mileage is > 25 miles round trip.

Cancellation or no show with less than 24 hours' notice will incur the full charge for the booked time.

You are committing to the booked time. If the meeting or conference ends early, the booked time is still due.

VOLUME DISCOUNTS WILL APPLY

any month exceeding 20 hours booked time used: 2% discount

any month exceeding 50 hours booked time used: 5% discount

WRITTEN TRANSLATIONS	Professional Translator	ATA certified		Calif Court Ce
Spanish	0.16/word	0.22/word		0.25/word
Arabic	$0.25		$0.31	$0.34
Chinese	$0.21		$0.27	$0.30
Farsi	$0.25	not tested*		$0.34
Hmong	$0.27	not tested*		$0.36
Italian	$0.25		$0.31	$0.34
Korean	$0.25	not tested*		$0.34
Russian	$0.23		$0.29	$0.30

	Somali	$0.25	not tested*	$0.34
	Tagalog	$0.27		$0.36
	Vietnamese	$0.27	not tested*	$0.36

* American Translators Association does not test in these languages

FLAT RATE MINIMUM OF $75.00 PER ASSIGNMENT APPLIES

VOLUME DISCOUNTS WILL APPLY	IF > 20000 WORDS IN A MONTH	2 % discount
	IF > 50000 WORDS IN A MONTH	5 % discount

Cancellations are not permitted on written translations since we are obligated to pay the translator in full once the job order is begun.

REQUEST FOR QUOTE

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

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

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

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

Please submit your quote per meeting or per meeting day by July 7, 2022 to:

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

or

via email at

agodwin@comptoncity.org

July 26, 2022

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS CLASSIFICATIONS WAGES AS A RESULT OF THE INCREASE TO THE 2019, 2020, 2021 AND 2022 STATE OF CALIFORNIA MINIMUM WAGE**

SUMMARY

Adoption of the attached resolution will amend the Compensation Plan to adjust the wages for Seasonal, Hourly and Miscellaneous classifications as a result of the 2017 increase to the State of California minimum wage to Fourteen Dollars ($14.00) per hour. Effective January 1, 2022, the Compensation plan will be amended to adjust the wages for Seasonal, Hourly and Miscellaneous classifications as a result of the 2022 increase to the State of California minimum wage to Fifteen Dollars ($15.00) per hour.

BACKGROUND

On January 1, 2017, the State of California began a gradual increase to the minimum wage and will continue to increase each year until it reaches $15.00 per hour for employers with 26 or more employees. Effective January 1, 2019 the minimum wage increased to $12.00 an hour from $11.00 an hour. Effective January 1, 2020, the minimum wage increased to $13.00 per hour from $12.00 per hour. Effective January 1, 2021, the minimum wage increased to $14.00 per hour from $13.00 per hour. Effective January 1, 2022, the minimum wage will increase to $15.00 per hour from $14.00 per hour. The minimum wage is an obligation of the employer and cannot be waived by any agreement, including collective bargaining agreements.

STATEMENT OF ISSUE

There are several Seasonal, Hourly and Miscellaneous classifications that will be impacted by this increase. It is mandatory for these wages to be adjusted in order to maintain compliance with state law. The classifications affected by the current minimum wage law have been adjusted as identified in Exhibits A-F, which is attached hereto by reference.

FISCAL IMPACT

The increase of the 2021 and 2022 minimum wage shall have a minimal impact to the City's Compensation Plan and Fiscal Year 2022-2023 General Fund.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution to increase the hourly wages for Seasonal, Hourly and Miscellaneous classifications impacted by the 2017 minimum wage law. Effective January 1, 2021, wages of the affected classifications should be increased to the next highest salary step that is equal to or higher than $14.00 per hour. Effective January 1, 2022, wages of the affected classifications should be increased to the next highest salary step that is equal to or higher than $15.00 per hour as identified in (Exhibits A-F.)

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS CLASSIFICATIONS WAGES AS A RESULT OF THE INCREASE TO THE 2019, 2020, 2021 and 2022 STATE OF CALIFORNIA MINIMUM WAGE

WHEREAS, effective January 1, 2019, the State of California minimum wage increased to $12.00 per hour from $11.00 per hour; and

WHEREAS, effective January 1, 2020, the State of California minimum wage increased to $13.00 per hour from $12.00 per hour; and

WHEREAS, effective January 1, 2021, the State of California minimum wage increased to $14.00 per hour from $13.00 per hour; and

WHEREAS, effective January 1, 2022, the State of California minimum wage increased to $15.00 per hour from $14.00 per hour; and

WHEREAS, the minimum wage is an obligation of the employer and cannot be waived by any agreement, including collective bargaining agreements; and

WHEREAS, there are several Seasonal, Hourly or Miscellaneous classifications that are impacted by the minimum wage increase and; thus, the wages need to be adjusted in order to maintain compliance with state law; and

WHEREAS, the increase in the minimum wage shall have a minimal impact on the City's Compensation Plan and Fiscal Year 2022-2023 General Fund.

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

Section 1. That effective January 1, 2019, the wages for Seasonal, Hourly or Miscellaneous classifications affected by the 2017 minimum wage law is adjusted to equal to or above $12.00 per hour.

Section 2. That effective January 1, 2020, the wages for Seasonal, Hourly or Miscellaneous classifications affected by the 2017 minimum wage law is adjusted to equal to or above $13.00 per hour.

Section 3. That effective January 1, 2021, the wages for Seasonal, Hourly or Miscellaneous classifications affected by the 2017 minimum wage law is adjusted to equal to or above $14.00 per hour.

Section 4. That effective January 1, 2022, the wages for Seasonal, Hourly or Miscellaneous classifications affected by the 2017 minimum wage law is adjusted to equal or above $15.00 per hour.

Section 5. That the wage adjustments for the Seasonal, Hourly or Miscellaneous classifications impacted by the 2017 minimum wage are hereby approved as attached hereto as Exhibits A through F.

Section 6. That a duly certified copy of this Resolution shall be delivered to the Offices of Human Resources, the City Manager, City Controller and City Clerk.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof, held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

"A"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2019

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	$12.00	$12.48	$12.98	$13.50	$14.04
Administrative Intern, Sr.	$16.47	$17.13	$17.81	$18.53	$19.27
Cashier*	12.05	$12.53	$13.03	$13.55	$14.10
City Council Assistant	$24.44	$25.42	$26.43	$27.49	$28.59
Crossing Guard	$17.39	$18.09	$18.81	$19.56	$20.34
File Clerk	$12.32	$12.81	$13.33	$13.86	$14.41
Help for Posting Notices*	12.01	$12.49	$12.99	$13.51	$14.05
JTPA Trainee – Adult	$12.01	$12.49	$12.99	$13.51	$14.05
JTPA Trainee – Youth*	12.04	$12.52	$13.02	$13.54	$14.09
Lifeguard	12.04	$12.52	$13.02	$13.54	$14.09
Locker Room Attendant*	12.05	$12.53	$13.03	$13.55	$14.10
Maintenance Assistant	$14.14	$14.71	$15.29	$15.91	$16.54
Maintenance Laborer Trainee	$12.07	$12.55	$13.05	$13.58	$14.12
Manpower Program Monitor	$13.52	$14.06	$14.62	$15.21	$15.82
Receiving/Delivery Clerk	$12.81	$13.32	$13.86	$14.41	$14.99
Receptionist Clerk	$13.63	$14.18	$14.74	$15.33	$15.95
Recreation Activities Specialist	$16.23	$16.88	$17.55	$18.26	$18.99
Recreation Aide	$12.34	$12.83	$13.35	$13.88	$14.44
Special Services Aide Trainee	$14.97	$15.57	$16.19	$16.84	$17.51
Swim Pool Manager	$19.50	$20.28	$21.09	$21.93	$22.81

*State of California Minimum Wage is $12.00 an hour effective January 1, 2019, 13.00 an hour January 1, 2020

"B"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2020

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	$13.00	$13.52	$14.06	$14.62	$15.21
Administrative Intern, Sr.	$16.47	$17.13	$17.81	$18.53	$19.27
Cashier*	13.05	$13.57	$14.11	$14.68	$15.27
City Council Assistant	$24.44	$25.42	$26.43	$27.49	$28.59
Crossing Guard	$17.39	$18.09	$18.81	$19.56	$20.34
File Clerk	$13.32	$13.85	$14.41	$14.98	$15.58
Help for Posting Notices*	13.00	$13.52	$14.06	$14.62	$15.21
JTPA Trainee – Adult	$13.01	$13.53	$14.07	$14.63	$15.22
JTPA Trainee – Youth*	13.04	$13.56	$14.10	$14.67	$15.25
Lifeguard	13.04	$13.56	$14.10	$14.67	$15.25
Locker Room Attendant*	13.05	$13.57	$14.11	$14.68	$15.27
Maintenance Assistant	$14.14	$14.71	$15.29	$15.91	$16.54
Maintenance Laborer Trainee	$13.07	$13.59	$14.14	$14.70	$15.29
Manpower Program Monitor	$13.52	$14.06	$14.62	$15.21	$15.82
Receiving/Delivery Clerk	$13.07	$13.59	$14.14	$14.70	$15.29
Receptionist Clerk	$13.63	$14.18	$14.74	$15.33	$15.95
Recreation Activities Specialist	$16.23	$16.88	$17.55	$18.26	$18.99
Recreation Aide	$13.34	$13.87	$14.43	$15.01	$15.61
Special Services Aide Trainee	$14.97	$15.57	$16.19	$16.84	$17.51
Swim Pool Manager	$19.50	$20.28	$21.09	$21.93	$22.81

*State of California Min. Wage is $12.00 an hour effective January 1, 2019, 13.00 an hour January 1, 2020, 14.00 Janaury 1,2021.

"C"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2021

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	$14.00	$14.56	$15.14	$15.75	$16.38
Administrative Intern, Sr.	$16.47	$17.13	$17.81	$18.53	$19.27
Cashier*	14.05	$14.61	$15.20	$15.80	$16.44
City Council Assistant	$24.44	$25.42	$26.43	$27.49	$28.59
Crossing Guard	$17.39	$18.09	$18.81	$19.56	$20.34
File Clerk	$14.32	$14.89	$15.49	$16.11	$16.75
Help for Posting Notices*	14.00	$14.56	$15.14	$15.75	$16.38
JTPA Trainee – Adult	$14.01	$14.57	$15.15	$15.76	$16.39
JTPA Trainee – Youth*	14.04	$14.60	$15.19	$15.79	$16.42
Lifeguard	14.04	$14.60	$15.19	$15.79	$16.42
Locker Room Attendant*	14.05	$14.61	$15.20	$15.80	$16.44
Maintenance Assistant	$14.14	$14.71	$15.29	$15.91	$16.54
Maintenance Laborer Trainee	$14.07	$14.63	$15.22	$15.83	$16.46
Manpower Program Monitor	$14.52	$15.10	$15.70	$16.33	$16.99
Receiving/Delivery Clerk	$14.07	$14.63	$15.22	$15.83	$16.46
Receptionist Clerk	$14.63	$15.22	$15.82	$16.46	$17.12
Recreation Activities Specialist	$16.23	$16.88	$17.55	$18.26	$18.99
Recreation Aide	$14.34	$14.91	$15.51	$16.13	$16.78
Special Services Aide Trainee	$14.97	$15.57	$16.19	$16.84	$17.51
Swim Pool Manager**	$20.50	$21.32	$22.17	$23.06	$23.98

*State of California Hourly Minimum Wage $12.00 effective January 1, 2019, $13.00 January 1, 2020 $14.00 effective January 1, 2021 **Swim Pool Manager adjusted for equity with lifeguards

"D"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2022

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	$15.00	$15.60	$16.22	$16.87	$17.55
Administrative Intern, Sr.**	$17.47	$18.17	$18.90	$19.65	$20.44
Cashier*	15.05	$15.65	$16.28	$16.93	$17.61
City Council Assistant	$24.44	$23.96	$24.92	$25.92	$26.95
Crossing Guard	$17.39	$18.09	$18.81	$19.56	$20.34
File Clerk	$15.32	$15.93	$16.57	$17.23	$17.92
Help for Posting Notices*	15.00	$15.60	$16.22	$16.87	$17.55
JTPA Trainee – Adult	$15.01	$15.61	$16.23	$16.88	$17.56
JTPA Trainee – Youth*	15.04	$15.64	$16.27	$16.92	$17.59
Lifeguard	15.04	$15.64	$16.27	$16.92	$17.59
Locker Room Attendant*	15.05	$15.65	$16.28	$16.93	$17.61
Maintenance Assistant	$15.14	$15.75	$16.38	$17.03	$17.71
Maintenance Laborer Trainee	$15.07	$15.67	$16.30	$16.95	$17.63
Manpower Program Monitor	$15.52	$16.14	$16.79	$17.46	$18.16
Receiving/Delivery Clerk	$15.07	$15.67	$16.30	$16.95	$17.63
Receptionist Clerk	$15.63	$16.26	$16.91	$17.58	$18.28
Recreation Activities Specialist	$16.23	$16.88	$17.55	$18.26	$18.99
Recreation Aide	$15.34	$15.95	$16.59	$17.26	$17.95
Special Services Aide Trainee	$15.00	$15.60	$16.22	$16.87	$17.55
Swim Pool Manager**	$21.50	$22.36	$23.25	$24.18	$25.15

*State of California Minimum Wage is $15.00 effective January 1, 2022

**Admnistrative Intern, Sr Adjusted for Equity with Jr Intern- Swim Pool Manager adjusted for equity with Life Guard

"E"

HOURLY AND SEASONAL EMPLOYEES

CLASSIFICATION TITLE	HOURLY PAY RATE EFFECTIVE DATE		
	(01/01/2019)	(01/01/2020)	(01/01/2021)
Area Supervisor	$15.55	$16.02	$16.02
Community Service Worker*	$12.00	$13.00	$14.00
Construction Manager	$37.72	$38.85	$38.85
Construction Worker Trainee*	$12.00	$13.00	$14.00
Construction Worker I	$18.66	$19.22	$19.22
Construction Worker II	$24.88	$25.63	$25.63
Field Coordinator	$31.12	$32.05	$32.05
Fire Prevention Assistant (Res# 23,686 approved 01/22/13)	$21.29	$21.93	$21.93
Management Aide - 40 Hours	$19.17	$19.74	$19.74
Management Aide - 36 Hours	$21.30	$21.94	$21.94
Management Analyst	$35.50	$36.57	$36.57
Management Assistant - 40 Hours	$25.56	$26.33	$26.33
Management Assistant - 36 Hours	$28.41	$29.26	$29.26
Network Administrator	$44.74	$46.09	$46.09
Network Administrator, Assistant	$37.77	$38.90	$38.90
Network PC Specialist	$25.38	$26.14	$26.14
Production Aide I	$15.40	$15.86	$15.86
Production Aide II	$18.66	$19.22	$19.22
Program Manager	$51.78	$53.33	$53.33
Project Administrative/Public Affairs Officer	$31.27	$32.21	$32.21
Project Construction Inspector	$32.53	$33.50	$33.50
Public Access Coordinator	$18.66	$19.22	$19.22
Resident Construction Engineer	$35.95	$37.03	$37.03
Secretary to the Mayor	$29.66	$30.55	$30.55
Software Application Specialist	$26.50	$27.30	$27.30
Special Project Coordinator	$19.08	$19.65	$19.65
Special Services Aide	$16.04	$16.52	$16.52
Swim Pool Manager, Assistant ***	$15.21	$16.21	$17.21
Volunteer Program Coordinator	$16.44	$16.93	$16.93
Volunteer Program Manager	$29.47	$30.35	$30.35
Windows NT Administrator	$31.84	$32.79	$32.79
Youth Services Intern, Junior*	$12.00	$13.00	$14.00
Youth Services Intern, Senior**	$14.16	$15.34	$15.34

*State of California Hourly Minimum Wage is $12.00 effective January 1, 2019, $13.00 January 1, 2020, $14.00 Janaury 1, 2021

Adjusted for equity with Jumior Intern * adjusted for equity with Life Guards and Swim Pool Manager

HOURLY AND SEASONAL EMPLOYEES

CLASSIFICATION TITLE	HOURLY PAY RATE EFFECTIVE DATE (01/01/2022)		
Area Supervisor	16.02		
Community Service Worker*	$15.00		
Construction Manager	38.85		
Construction Worker Trainee*	$15.00		
Construction Worker I	19.22		
Construction Worker II	25.63		
Field Coordinator	32.05		
Fire Prevention Assistant (Res# 23,686 approved 01/22/13)	21.93		
Management Aide - 40 Hours	19.74		
Management Aide - 36 Hours	21.94		
Management Analyst	36.57		
Management Assistant - 40 Hours	26.33		
Management Assistant - 36 Hours	29.26		
Network Administrator	46.09		
Network Administrator, Assistant	38.90		
Network PC Specialist	26.14		
Production Aide I	15.86		
Production Aide II	19.22		
Program Manager	53.33		
Project Administrative/Public Affairs Officer	32.21		
Project Construction Inspector	33.50		
Public Access Coordinator	19.22		
Resident Construction Engineer	37.03		
Secretary to the Mayor	30.55		
Software Application Specialist	27.30		
Special Project Coordinator	19.65		
Special Services Aide	16.52		
Swim Pool Manager, Assistant	18.59		
Volunteer Program Coordinator	16.93		
Volunteer Program Manager	30.35		
Windows NT Administrator	32.79		
Youth Services Intern, Junior*	$15.00		
Youth Services Intern, Senior**	16.52		

*State of California Minimum Wage is $15.00 effective Janaury 1, 2022

**Adjusted for equity with Jumior Intern

July 26, 2022

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF WATER DEPARTMENT GENERAL MANAGER CORRECTING THE SALARY RANGE FROM 192 TO 220

SUMMARY

The City Council will consider a resolution amending the Salary Plan to correct the Salary Range for the Water Department General Manager.

BACKGROUND

Pursuant to Resolution 23,359, adopted by the City Council on July 19, 2011, the Water General Manager salary range was set at 208, Per Resolution 23,684, Water General Manager position was deleted from the classification plan and Deputy Director of Public Works and Municipal Utilities was added to address staffing and workflow issues at that time.

On August 8, 2016, the City and representatives of the Compton Management Employees Association, Local 2325 met, conferred, and agreed to reinstate the Water General Manager position in the Classification Plan.

On September 13, 2016, Resolution 24,430 was executed reinstating the Water General Manager. However, this classification was not included in the salary schedule nor was it updated from salary range 186 to the correct range which was 214 at that time.

On September 22, 2020, Resolution 25,353 was executed reinstating the Water General Manager. However, the salary was incorrectly set at Salary Range 192.

STATEMENT OF THE ISSUE

The City and representatives of the Compton Management Employees Association, Local 2325 met, conferred, and agreed to increase the salary ranges for all of the Classifications they represent back in 2018-2019, by 3% effective July 1, 2017 and another 3% effective July 1, 2018, the correct salary range as of July 2021 should be 220.

FISCAL IMPACT

Funds for the Water Department General Manager's adjusted salary range will be allocated from the Water Department's fund balance. Furthermore, the effective date of the proposed salary range adjustment is July 1, 2021. Therefore, funds to cover the salary range adjustment for Fiscal Year 2021-2022, will also be allocated from the Water Department's fund balance.

Account No.	Description	Amount
5000-000-000-2710	Fund Balance	$77,664

Increase Expenditures in the following Account:

Account No.	Description	Amount
5000-900-000-4101	Salaries-Permanent	$77,664

The total amount encompasses the salary range adjustment for both Fiscal Years (2021-2022 and 2022-2023), which averages $38,832 annually.

RECOMMENDATION

It is recommended that the proposed resolution adjusting the Water Department General Manager's Salary Range as listed below be adopted by the City Council.

That effective July 1, 2021 the City of Compton Salary Plan shall be amended by correcting the Water General Manager salary range as follows:

From: Range 192 - $8,582.00 - $10,065.00 monthly
$102,984.00 - $120,780.00 annually

To: Range 220 - $11,343.00 - $13,301.00 monthly
$136,116.00 - $159,612.00 annually

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF WATER DEPARTMENT GENERAL MANAGER CORRECTING THE SALARY RANGE FROM 192 TO 220

WHEREAS, Per Resolution 23,359, adopted by the City Council on July 19, 2011, the Water General Manager salary range was set at 208, Per Resolution 23,684, Water General Manager position was deleted from the classification plan and Deputy Director of Public Works and Municipal Utilities was added to address staffing and workflow issues at that time; and

WHEREAS, On August 8, 2016, the City and representatives of the Compton Management Employees Association, Local 2325 met, conferred, and agreed to reinstate the Water General Manager position in the Classification Plan; and

WHEREAS, On September 13, 2016, Resolution 24,430 was executed reinstating the Water General Manager. However, this classification was not included in the salary schedule nor was it updated from salary range 186 to the correct range which was 214 at that time; and

WHEREAS, On September 22, 2020, Resolution 25,353 was executed reinstating the Water General Manager. However, the salary was incorrectly set at Salary Range 192; and

WHEREAS, as a result of the Contract Negotiations with the City and representatives of the Compton Management Employees Association, Local 2325 met, conferred, and agreed to increase the salary ranges for all of the Classifications they represent, by 3% effective July 1, 2017 and another 3% effective July 1, 2018, the correct salary range as of July 2021 should be 220;

WHEREAS, funds for the Water Department General Manager's adjusted salary range will be allocated from the Water Department's fund balance. Furthermore, the effective date of the proposed salary range adjustment is July 1, 2021. Therefore, funds to cover the salary range adjustment for Fiscal Year 2021-2022, will also be allocated from the Water Department's fund balance.

Account No.	**Description**	**Amount**
5000-000-000-2710	Fund Balance	$77,664

Increase Expenditures in the following Account:

Account No.	**Description**	**Amount**
5000-900-000-4101	Salaries-Permanent	$77,664

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

Section 1. That effective July 1, 2021 the City of Compton Salary Plan shall be amended by correcting the Water General Manager salary range as follows:

From:
Range 192 - $8,582.00 - $10,065.00 monthly
$102,984.00 - $120,780.00 annually

To:
Range 220 - $11,343.00 - $13,301.00 monthly
$136,116.00 - $159,612.00 annually

Section 2. That a duly certified copy of this Resolution shall be delivered to the Office of the City Manager, Office of the City Controller and the Department of Human Resources.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the mayor and attested by the City Clerk at a regular meeting thereof, held on the _____day of _____, 2022.

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

July 26, 2022

TO: **MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING CURB MARKING POLICIES AND PROCEDURES FOR RED, GREEN, YELLOW AND WHITE CURBS IN THE CITY OF COMPTON**

SUMMARY

Adoption of this resolution will adopt the Curb Marking Policies and Procedures for Red, Green, Yellow, and White Curbs in the City of Compton.

BACKGROUND

Curb markings, which are most often used to indicate parking restrictions, are regulated by the California Vehicle Code, the California Manual on Uniform Traffic Controls Devices and the City of Compton's Municipal Code (Section 12-3).

The City of Compton Municipal Code has identified five curb markings, representing different types of parking restrictions as follows:

- Red No Stopping/Parking Any Time Zone
- Green Time-Limited Parking Zone
- Yellow Commercial Loading Zone
- White Passenger Loading Zone
- Blue Accessible Parking for Disabled Persons (separate policy)

The policies and procedures for red, green, yellow and white curb markings were developed to meet the needs of the community while following standard practices for the installation of curb markings.

It is the responsibility of the Public Works Department to maintain all infrastructure in the public right-of-way. This includes the installation and maintenance of curb markings in the City. The City's Traffic Authority or designated representative is authorized to determine and mark these painted curbs in accordance with the City of Compton's Municipal Code. For determining on-street parking, the City Engineer is the Traffic Authority's designated representative.

POLICY

The objective of this policy is to identify the procedures and approval criteria associated with the installation of curb markings. The evaluation of all curb markings shall be

performed by the City Engineer to ensure the installation is in accordance with the engineering standards and the City's Municipal Code.

Curb markings installed without the approval of the City Engineer will not be permitted. These installation will be removed by the Public Works Department and the cost of the removal will be charged to the responsible party.

Curb Marking Designations

Each type of curb marking and the related parking restrictions are described below.

Red Curb – No Stopping/No Parking Any Time Zone

A red curb represents a no-stopping/no-standing/no-parking any time zone, where neither parking, standing nor stopping is allowed at any time. Red indicates no stopping, no standing, or no parking at any time whether the vehicle is attended or unattended; except that a bus may stop in a red zone marked or signed as a bus zone. No-stopping/no-standing/no-parking zones can be installed in any area of the City where the presence of vehicles stopped, standing or parked at the curb creates an unsafe situation for vehicular, pedestrian and/or bicycle traffic.

A red curb is usually installed adjacent to corners of an intersection of public roads to maintain safe and efficient vehicular maneuverability and/or sight distance, where streets may be too narrow for a vehicle to safely pass. A red curb may also be installed adjacent to crosswalks to provide adequate visibility of pedestrians in the crosswalk. If the space between two driveways is too small to accommodate a passenger vehicle, a red curb may be installed to prevent parked vehicles from blocking the driveways. These locations are considered critical Red Zones, where parking restrictions are necessary to maintain a safe roadway and traffic conditions as determined by the City Engineer.

A red curb can also include areas within 15 feet of fire hydrants, however, since this area is already regulated by the California Vehicle Code (CVC) Section 22514 there is not usually a need for it to be marked as a red curb.

Private Driveway Clearance

The installation of a red curb adjacent to a driveway is used to discourage vehicles from parking too close and blocking driveways and to increase visibility and access in and out of the driveways. At the request of the fronting property owner/resident, a red curb may be installed on either side of a driveway to keep parked vehicles at a sufficient distance away from the driveway edges to facilitate access into and out of the driveway. Parking restrictions of a red curb adjacent to driveways are enforceable just as any other no-parking zone in the City. Any vehicle, including that of the property owner/resident, can be cited for parking in the red zone.

Typically, a residential driveway clearance consists of three to five feet of red paint on either side of a driveway. If the requested red curb extends towards a neighbor's driveway then an authorization letter is required from the adjacent neighbor. In evaluating each red curb request, the City must balance the issue of maintaining access in and out of the driveway while providing sufficient curb space for on-street parking. In a situation where the red curb installation results in an insufficient length to park a vehicle, then the City may install an additional red curb. There are limited situations where the length of the red curb can be adjusted on a case-by-case basis.

For a red curb requests adjacent to a multi-unit residence or business and/or commercial driveways, the property owner/manager or representative is required to submit an authorization letter stating they are in accordance with the red curb request.

Green Curb – Time-Limited Parking Zone

A green curb represents parking limited to a short period of time. Time-limited parking zones are areas where the length of time a vehicle can remain parked in a particular space is limited to a specific duration and are typically installed in commercial areas. A green curb is often installed where unrestricted curb space in front of a particular business is used for long-term parking during most of the day limiting access to the business. A green curb is intended to create parking turnover and prevent motorists from monopolizing on-street parking for an extended time. Green zones are open to all members of the public.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.4, a green curb means no standing or parking for longer than 20 minutes at a time from 7:00 am to 6:00 pm any day except Sunday.

The City of Compton does not reserve on-street parking for individuals. A green curb does not constitute "personal reserved parking," and is available for all vehicles during the specified time limit as designated by signs and curb markings.

Green zones are designated by painting the curb green, with the time limit either stenciled onto the green curb in white letters and/or shown on signs.

Yellow Curb – Commercial Loading Zone

A yellow curb designates parking areas that allow for temporary parking for the sole purpose of loading and unloading freight and/or passengers. Loading zones may be established where the City Engineer has determined the lack of a loading zone would create a safety hazard for the traveling public and no practical alternative exists. Loading zones are typically placed in commercial areas near the entrance to a business with high loading demand or in front of a place used for the purpose of public assembly.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.4, yellow zone loading or unloading activities are limited to 20 minutes for materials to/from commercial vehicles and the delivery of United States mail, and 3 minutes for passengers. Loading zones are in force from 7:00 am to 6:00 pm of any day except Sunday.

The City's Municipal Code also authorizes the Traffic Authority to determine and mark loading zones and passenger loading zones at any place in the Central Traffic District or any business district, and elsewhere in front of the entrance to any place of business or in front of any hall or place used for the purpose of public assembly. In no event shall more than ½ of the total curb length in any block be reserved for loading zone purposes exclusive of the passenger loading zones at the entrance to public theaters.

The City of Compton does not reserve on-street parking for individuals. Yellow zones do not constitute "personal reserved parking," and are available for all commercial vehicles or motor trucks for loading and unloading of materials, goods, or merchandise, and for passenger loading.

On-street yellow zones are designated by painting the curb yellow with the time limit either stenciled onto the yellow curb in black letters.

White Curb – Passenger Loading Zone

White curb designates areas where only passenger loading activities are permitted. White means no stopping, standing, or parking for any purpose other than loading or unloading of passengers, which shall not exceed three minutes. White Zones are typically found in commercial areas, near schools, senior care facilities, senior housing, hospitals, restaurants, hotels, apartment buildings, theaters, churches, and other large places of assembly. White zones can be installed in areas where it is desirable to permanently reserve curb-space to facilitate passenger loading.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.3, White zone loading activities are limited to 3 minutes and the restriction is in force between 7:00 am and 6 pm of any day except Sunday, and except as follows:

- When such zone is in front of a hotel the restrictions shall apply at all times.
- When such zone is in front of a theater the restrictions shall apply at all times except when the theater is closed.

The City of Compton does not reserve on-street parking for individuals. White zones do not constitute "personal reserved parking," and are available for loading and unloading only of passengers or for depositing mail in an adjacent mailbox. On-street white zones are designated by painting the curb white, with the time limit stenciled onto the white curb in black letters.

Processing Fee

When a request for a curb marking is approved, a one-time processing fee in the amount shown on the application form, may be collected to cover field investigation, installation, maintenance and removal costs.

PROCEDURE FOR THE INSTALLATION OF MARKED CURBS

All requests for marked curbs shall be submitted to the City of Compton for consideration, using the City's Application for: Curb Marking (Red, Green, Yellow and White) form (attached). Supporting documentation must be submitted with the written request.

The request will be reviewed by the City Engineer for approval. In evaluating the request, the City Engineer will consider whether the applicant has demonstrated a need for the parking space that outweighs the preservation of such space for public use. In particular, the evaluation will include a field review, consideration of the applicant's needs, any impact on adjacent businesses or properties, consideration of the public's needs, the feasibility of the request, and if indicated, the consideration of other possible measures to address the applicant's concerns.

The City Engineer will notify the applicant whether or not the request has been approved.

- If approved:
    - A one-time processing fee, in the amount noted on the application, may be collected.
    - The City will install the requested parking zone.
- If denied, the applicant will be informed which criterion/criteria was not met. The applicant may re-apply if the missing criterion/criteria is provided.

A report of the requested locations and their eligibility will be sent to the City Manager for distribution to the City Council.

STATEMENT OF ISSUE

The City Council of the City of Compton recognizes the desirability to establish updated policies and procedures by which the adoption of this resolution will adopt the Curb Marking Policies and Procedures for Red, Green, Yellow, and White Curbs in the City of Compton. Therefore, in order to implement the new policies and procedures, City Council authorization is necessary.

FISCAL IMPACT

There is no fiscal impact with the adoption of the policies and procedures for the Curb Marking Policies and Procedures for Red, Green, Yellow, and White Curbs in the City of Compton.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR., PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT

APPROVED AS TO FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING CURB MARKING POLICIES AND PROCEDURES FOR RED, GREEN, YELLOW AND WHITE CURBS IN THE CITY OF COMPTON

WHEREAS, adoption of this resolution will adopt the Curb Marking Policies and Procedures for Red, Green, Yellow, and White Curbs in the City of Compton; and

WHEREAS, curb markings, which are most often used to indicate parking restrictions, are regulated by the California Vehicle Code, the California Manual on Uniform Traffic Controls Devices and the City of Compton's Municipal Code (Section 12-3); and

WHEREAS, the City of Compton Municipal Code has identified five curb markings, representing different type of parking restrictions as follows:

- Red No Stopping/Parking Any Time Zone
- Green Time-Limited Parking Zone
- Yellow Commercial Loading Zone
- White Passenger Loading Zone
- Blue Accessible Parking for Disabled Persons (separate policy); and

WHEREAS, the policies and procedures for red, green, yellow and white curb markings were developed to meet the needs of the community while following standard practices for the installation of curb markings; and

WHEREAS, it is the responsibility of the Public Works Department to maintain all infrastructure in the public right-of-way and this includes the installation and maintenance of curb markings in the City; and

WHEREAS, the City's Traffic Authority or designated representative is authorized to determine and mark these painted curbs in accordance with the City of Compton's Municipal Code and for determining on-street parking, the City Engineer is the Traffic Authority's designated representative; and

WHEREAS, the objective of this policy is to identify the procedures and approval criteria associated with the installation of curb markings and the evaluation of all curb markings shall be performed by the City Engineer to ensure the installation is in accordance with the engineering standards and the City's Municipal Code; and

WHEREAS, curb markings installed without the approval of the City Engineer will not be permitted and the installation will be removed by the Public Works Department and the cost of the removal will be charged to the responsible party; and

WHEREAS, each type of curb marking and the related parking restrictions are described below:

Red Curb – No Stopping/No Parking Any Time Zone

Red curb represents a no-stopping/no-standing/no-parking any time zone, where neither parking, standing nor stopping is allowed at any time. Red indicates no stopping, no standing, or no parking at any time whether the vehicle is attended or unattended; except that a bus may stop in a red zone marked or signed as a bus zone. No-stopping/no-standing/no-parking zones can be installed in any area of the City where the presence of vehicles stopped, standing or parked at the curb creates an unsafe situation for vehicular, pedestrian and/or bicycle traffic.

Red curb is usually installed adjacent to corners of an intersection of public roads to maintain safe and efficient vehicular maneuverability and/or sight distance, where streets may be too narrow for a vehicle to safely pass. Red curb may also be installed adjacent to crosswalks to provide adequate visibility of pedestrians in the crosswalk. If the space between two driveways is too small to accommodate a passenger vehicle, red curb may be installed to prevent parked vehicles from blocking the driveways. These locations are considered critical Red Zones, where parking restrictions are necessary to maintain a safe roadway and traffic conditions as determined by the City Engineer.

Red curb can also include areas within 15 feet of fire hydrants, however, since this area is already regulated by the California Vehicle Code (CVC) Section 22514 there is not usually a need for it to be marked as a red curb.

Private Driveway Clearance

The installation of red curb adjacent to a driveway is used to discourage vehicles from parking too close and blocking driveways, and to increase visibility and access in and out of the driveways. At the request of the fronting property owner/resident, red curb may be installed on either side of a driveway to keep parked vehicles at a sufficient distance away from the driveway edges to facilitate access into and out of the driveway. Parking restrictions of red curb adjacent to driveways is enforceable, just as any other no-parking zone in the City. Any vehicle, including that of the property owner/resident, can be cited for parking in the red zone.

Typically, a residential driveway clearance consists of three to five feet of red paint on either side of a driveway. If the requested red curb extends towards a neighbor's driveway then an authorization letter is required from the adjacent neighbor. In evaluating each red curb request, the City must balance the issue of maintaining access in and out of the driveway while providing sufficient curb space for on-street parking. In a situation where the red curb installation results in an insufficient length to park a vehicle, then the City may install additional red curb. There are limited situations where the length of red curb can be adjusted on a case-by-case basis.

For red curb requests adjacent to a multi-unit residence or business and/or commercial driveways, the property owner/manager or representative is required to submit an authorization letter stating they are in accordance with the red curb request.

Green Curb – Time-Limited Parking Zone

Green curb represents parking limited to a short period of time. Time-limited parking zones are areas where the length of time a vehicle can remain parked in a particular space is limited to a specific duration and are typically installed in commercial areas. Green curb is often installed where unrestricted curb space in front of a particular business is used for long-term parking during most of the day, limiting access to the business. Green curb is intended to create parking turnover and prevent motorists from monopolizing on-street parking for an extended time. Green zones are open to all members of the public.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.4, green curb means no standing or parking for longer than 20 minutes at a time from 7:00 am to 6:00 pm, any day except Sunday.

The City of Compton does not reserve on-street parking for individuals. Green curb does not constitute "personal reserved parking," and, is available for all vehicles during the specified time limit as designated by signs and curb markings.

Green zones are designated by painting the curb green, with the time limit either stenciled onto the green curb in white letters and/or shown on signs.

Yellow Curb – Commercial Loading Zone

Yellow curb designates parking areas that allow for temporary parking for the sole purpose of loading and unloading freight and/or passengers. Loading zones may be established where the City Engineer has determined the lack of a loading zone would create a safety hazard for the traveling public and no practical alternative exists. Loading zones are typically placed in commercial areas near the entrance to a business with high loading demand or in front of a place used for the purpose of public assembly.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.4, yellow zone loading or unloading activities are limited to 20 minutes for materials to/from commercial vehicles and the delivery of United States mail, and 3 minutes for passengers. Loading zones are in force from 7:00 am to 6:00 pm of any day except Sunday.

The City's Municipal Code also authorizes the Traffic Authority to determine and mark loading zones and passenger loading zones at any place in the Central Traffic District or any business district, and elsewhere in front of the entrance to any place of business or in front of any hall or place used for the purpose of public assembly. In no event shall more than ½ of the total curb length in any block be reserved for loading zone purposes exclusive of the passenger loading zones at the entrance to public theaters.

The City of Compton does not reserve on-street parking for individuals. Yellow zones do not constitute "personal reserved parking," and are available for all commercial vehicles or motor trucks for loading and unloading of materials, goods, or merchandise, and for passenger loading.

On-street yellow zones are designated by painting the curb yellow with the time limit either stenciled onto the yellow curb in black letters.

White Curb – Passenger Loading Zone

White curb designates areas where only passenger loading activities are permitted. White means no stopping, standing, or parking for any purpose other than loading or unloading of passengers, which shall not exceed three minutes. White Zones are typically found in commercial areas, near schools, senior care facilities, senior housing, hospitals, restaurants, hotels, apartment buildings, theaters, churches, and other large places of assembly. White zones can be installed in areas where it is desirable to permanently reserve curb-space to facilitate passenger loading.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.3, White zone loading activities are limited to 3 minutes and the restriction is in force between 7:00 am and 6 pm of any day except Sunday, and except as follows:

- When such zone is in front of a hotel the restrictions shall apply at all times;
- When such zone is in front of a theater the restrictions shall apply at all times except when the theater is closed.

The City of Compton does not reserve on-street parking for individuals. White zones do not constitute "personal reserved parking," and are available for loading and unloading only of passengers or for depositing mail in an adjacent mailbox.

On-street white zones are designated by painting the curb white with the time limit stenciled onto the white curb in black letters.

Processing Fee

When a request for a curb marking is approved, a one-time processing fee, in the amount shown on the application form, may be collected to cover field investigation, installation, maintenance and removal costs.

PROCEDURE FOR THE INSTALLATION OF MARKED CURBS

All requests for marked curbs shall be submitted to the City of Compton for consideration, using the City's Application for: Curb Marking (Red, Green, Yellow and White) form (attached). Supporting documentation must be submitted with the written request.

The request will be reviewed by the City Engineer for approval. In evaluating the request, the City Engineer will consider whether the applicant has demonstrated a need for the parking space that outweighs the preservation of such space for public use. In particular, the evaluation will include a field review, consideration of the applicant's needs, any impact on adjacent businesses or properties, consideration of the public's needs, the feasibility of the request, and if indicated, the consideration of other possible measures to address the applicant's concerns.

The City Engineer will notify the applicant whether or not the request has been approved.

- If approved:
    - A one-time processing fee, in the amount noted on the application, may be collected.
    - The City will install the requested parking zone.
- If denied, the applicant will be informed which criterion/criteria was not met. The applicant may re-apply if the missing criterion/criteria is provided; and

WHEREAS, a report of the requested locations and their eligibility will be sent to the City Manager for distribution to the City Council; and

WHEREAS, the adoption of the policies and procedures for the Curb Marking Policies and Procedures for Red, Green, Yellow, and White Curbs in the City of Compton has no fiscal impact; and

WHEREAS, the City Council of the City of Compton recognizes the desirability to establish updated policies and procedures by which the adoption of this resolution will adopt the Curb Marking Policies and Procedures for Red, Green, Yellow, and White Curbs in the City of Compton; and

WHEREAS, in order to implement the new policies and procedures, City Council authorization is necessary.

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

SECTION 1. That the Curb Marking Policies and Procedures for Red, Green, Yellow, and White Curbs in the City of Compton is hereby adopted.

SECTION 2. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this _____ day of _____, 2022.

_____
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 _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton

Curb Marking Policy and Procedures

for Red, Green, Yellow and White Curbs

Adopted by the City Council on _____, 2022

DRAFT

City of Compton
Curb Marking Policy and Procedures
for Red, Green, Yellow and White Curbs

INTRODUCTION

Curb markings, which are most often used to indicate parking restrictions, are regulated by the California Vehicle Code, the California *Manual on Uniform Traffic Controls* and the City of Compton's Municipal Code (Section 12-3).

The City of Compton Municipal Code has identified five curb markings, representing different types of parking restrictions, as follows:

1. Red – No Stopping/Parking Any Time Zone
2. Green – Time-Limited Parking Zone
3. Yellow – Commercial Loading Zone
4. White – Passenger Loading Zone
5. Blue – Accessible Parking for Disabled Persons (see separate policy)

This policy and procedures, for red, green, yellow and white curb markings, were developed to meet the needs of the community while following standard practices for installation of curb markings. It is the responsibility of the Public Works Department to maintain all infrastructure in the public right-of-way. This includes the installation and maintenance of curb markings in the City. The City's Traffic Authority or designated representative is authorized to determine and mark these painted curbs in accordance with the City of Compton's Municipal Code. For determining on-street parking, the City Engineer is the Traffic Authority's designated representative.

POLICY

The objective of this policy is to identify the procedures and approval criteria associated with the installation of curb markings. The evaluation of all curb markings shall be performed by the City Engineer to ensure the installation is in accordance with the engineering standards and the City's Municipal Code. An excerpt from the City of Compton Municipal Code regarding parking prohibitions and curb markings is attached for reference.

Curb markings installed without approval of the City will not be permitted. These installations will be removed by the Public Works Department, and the cost of the removal will be charged to the responsible party.

Curb Marking Designations

Each type of curb marking and the related parking restrictions are described below.

Red Curb – No Stopping/No Parking Any Time Zone

Red curb represents a no-stopping/no-standing/no-parking any time zone, where neither parking, standing nor stopping is allowed at any time. Red indicates no stopping, no standing, or no parking at any time whether the vehicle is attended or unattended; except that a bus may stop in a red zone marked or signed as a bus zone. No-stopping/no-standing/no-parking zones can be installed in any area of the City where the presence of vehicles stopped, standing or parked at the curb creates an unsafe situation for vehicular, pedestrian and/or bicycle traffic.

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Red curb can also include areas within 15 feet of fire hydrants, however, since this area is already regulated by the California Vehicle Code (CVC) Section 22514 there is not usually a need for it to be marked as a red curb.

Private Driveway Clearance

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Typically, a residential driveway clearance consists of three to five feet of red paint on either side of a driveway. If the requested red curb extends towards a neighbor’s driveway then an authorization letter is required from the adjacent neighbor. In evaluating each red curb request, the City must balance the issue of maintaining access in and out of the driveway while providing sufficient curb space for on-street parking. In a situation where the red curb installation results in an insufficient length to park a vehicle, then the City

may install additional red curb. There are limited situations where the length of red curb can be adjusted on a case-by-case basis.

For red curb requests adjacent to a multi-unit residence or business and/or commercial driveways, the property owner/manager or representative is required to submit an authorization letter stating they are in accordance with the red curb request.

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The City of Compton does not reserve on-street parking for individuals. Green curb does not constitute “personal reserved parking,” and, is available for all vehicles during the specified time limit as designated by signs and curb markings.

Green zones are designated by painting the curb green, with the time limit either stenciled onto the green curb in white letters and/or shown on signs.

Yellow Curb – Commercial Loading Zone

Yellow curb designates parking areas that allow for temporary parking for the sole purpose of loading and unloading freight and/or passengers. Loading zones may be established where the City Engineer has determined the lack of a loading zone would create a safety hazard for the traveling public and no practical alternative exists. Loading zones are typically placed in commercial areas near the entrance to a business with high loading demand or in front of a place used for the purpose of public assembly.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.4, yellow zone loading or unloading activities are limited to 20 minutes for materials to/from commercial vehicles and the delivery of United States mail, and 3 minutes for passengers. Loading zones are in force from 7:00 AM to 6:00 PM of any day except Sunday.

The City’s Municipal Code also authorizes the Traffic Authority to determine and mark loading zones and passenger loading zones at any place in the Central Traffic District or

any business district, and elsewhere in front of the entrance to any place of business or in front of any hall or place used for the purpose of public assembly. In no event shall more than ½ of the total curb length in any block be reserved for loading zone purposes exclusive of the passenger loading zones at the entrance to public theaters.

The City of Compton does not reserve on-street parking for individuals. Yellow zones do not constitute "personal reserved parking," and, are available for all commercial vehicles or motor trucks for loading and unloading of materials, goods, or merchandise, and for passenger loading.

On-street yellow zones are designated by painting the curb yellow, with the time limit either stenciled onto the yellow curb in black letters.

White Curb – Passenger Loading Zone

White curb designates areas where only passenger loading activities are permitted. White means no stopping, standing, or parking for any purpose other than loading or unloading of passengers, which shall not exceed three minutes. White Zones are typically found in commercial areas, near schools, senior care facilities, senior housing, hospitals, restaurants, hotels, apartment buildings, theaters, churches, and other large places of assembly. White zones can be installed in areas where it is desirable to permanently reserve curb-space to facilitate passenger loading.

As defined in the City of Compton Municipal Code, Section 12-3.6.a.3, White zone loading activities are limited to 3 minutes the restriction is in force between 7:00 AM and 6 PM of any day except Sunday, and except as follows:

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The City of Compton does not reserve on-street parking for individuals. White zones do not constitute "personal reserved parking," and, are available for loading and unloading only of passengers or for depositing mail in an adjacent mailbox.

On-street white zones are designated by painting the curb white, with the time limit stenciled onto the white curb in black letters.

Processing Fee

When a request for a curb marking is approved, a one-time processing fee, in the amount shown on the application form, may be collected to cover field investigation, installation, maintenance and removal costs.

PROCEDURE FOR THE INSTALLATION OF MARKED CURBS

All requests for marked curbs shall be submitted to the City of Compton for consideration, using the City's Application for: Curb Marking (Red, Green, Yellow and White) form (attached). Supporting documentation must be submitted with the written request.

The request will be reviewed by the City Engineer for approval. In evaluating the request, the City Engineer will consider whether the applicant has demonstrated a need for the parking space that outweighs the preservation of such space for public use. In particular, the evaluation will include a field review, consideration of the applicant's needs, any impact on adjacent businesses or properties, consideration of the public's needs, the feasibility of the request, and, if indicated, the consideration of other possible measures to address the applicant's concerns.

The City Engineer will notify the applicant whether or not the request has been approved.

- If approved:
    - A one-time processing fee, in the amount noted on the application, may be collected.
    - The City will install the requested parking zone.
- If denied, the applicant will be informed which criterion/criteria was not met. The applicant may re-apply if the missing criterion/criteria is provided.

A report of the requested locations and their eligibility will be sent to the City Manager for distribution to the City Council.

City of Compton
Public Works Department Engineering Department

Application for:

Curb Marking (Red, Green, Yellow & White) (DRAFT)

1. Applicant:

Contact Name:

Business Name (if applicable):

Address:

Zip Code: | Daytime Phone Number:

Email Address:

Alternate Contact Name: | Phone Number:

2. Request:

a. Check the type of curb marking you are requesting:

☐ Red (No Stopping/Parking Any Time Zone) ☐ Green (Time-Limited Parking Zone)
☐ Yellow (Commercial Loading Zone) ☐ White (Passenger Loading Zone)

b. If Green, provide the requested time-limit and days: _____

c. Address or location: _____

d. Length of Zone requested: _____feet

3. Land Use Type & Parking Needs:

☐ Single Family Home ☐ Condominium ☐ Multi-Family / Hotel ☐ Retail
☐ Restaurant ☐ General Office ☐ Medical Office ☐ Other: _____

☐ Own (if Condominium, request must come from the homeowner's association board)
☐ Renting/Leasing (if Renting or Leasing, Section 4 must be completed by landlord or property manager)

4. Parking Needs:

a. Business hours and days: _____

b. Parking is currently available on property: ☐ Yes ☐ No

c. Type(s) of available on-site parking: ☐ Garage ☐ Driveway ☐ Carport/Parking Lot

d. Requested curb marking zone is completely within my property frontage ☐ Yes ☐ No

If No, then Section 6 must be completed by adjacent resident/property owner where curb marking will also be installed. If more than one property, submit additional sheet(s) with Section 6, as needed.

e. Briefly explain why you are requesting a curb marking to limit parking in front of your residence or business *(attach supplemental sheet if necessary):*

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Continued on Next Page)

City of Compton

Application for: On-Street Accessible Parking for Disabled Persons

(Continued)

4. Parking Needs (continued):	
f. For Time-Limited Parking Zones (green curb): 1. Estimated number of customers/visitors daily:_____ 2. Estimated times of greatest usage: _____	
g. For Commercial Loading Zones (yellow curb): 1. Typical number of pickups/deliveries daily _____ 2. Typical size and type of truck _____ 3. Estimated times of greatest usage: _____	
h. For Passenger Loading Zones (white curb): 1. Estimated number of passenger drop-offs daily_____ 2. Estimated time of greatest usage _____	
5. Landlord/Property Manager:	
Name:	Phone Number:
Address:	
Email Address	
I support this application and concur with the information applicant has indicated in Section 3 of this application.	
Signature:	Date:
6. Adjacent Property Owner:	
Name:	Phone Number:
Address:	
Email Address	
I support this application and concur with the installation of the described curb marking along my property frontage, as indicated in Section 2 of this application.	
Signature:	Date:
7. Agreement:	
In submitting this application, I understand and agree to the following: 1. Completion of this application does not guarantee approval of the installation of a marked curb. 2. The approved installation of a green, yellow or white curb is not a parking space solely for the benefit of the requestor and is available for public use by any vehicle. 3. The City of Compton reserves the right to deny or remove any curb marking, according to policy guidelines or for public right-of-way purposes. 4. The City may inspect the applicant's parking area(s) for the verification of information provided herein. Applicant understands and agrees to provide access to the property upon request of City Staff. 5. Applicant shall notify the City's Public Works Department, in writing, of any changes in the information provided on this application and if/when the space approved under this application is no longer needed. **I, _____, hereby certify, under penalty of perjury, that the information provided herein is correct and agree to all items listed in Section 7 "Agreement" of this application.** Applicant's Signature: _____ Date: _____	
Please return completed application and attachments to: City of Compton Attention: Public Works Department, Engineering Division 205 S Willlowbrook Ave Compton, CA 90220	
Or email to: contactPW@comptoncity.org	For more information, call: (310) 605-5505

Office Use Only		
Date Received:	☐ Approved, Date:	☐ Denied, Date:
If Denied, reason for denial:_____		

July 26, 2022

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE ACCESSIBLE PARKING FOR DISABLED PERSONS (BLUE CURB) POLICY AND PROCEDURES IN THE CITY OF COMPTON

SUMMARY

Adoption of this resolution will adopt the Accessible Parking for Disabled Persons (Blue Curb) Policy and Procedures in the City of Compton.

BACKGROUND

The purpose of an accessible parking zone for disabled persons is to provide designated parking at major points of assembly for the exclusive use of physically disabled persons whose vehicles display a valid license plate or placard as authorized by the California Vehicle Code. In certain circumstances, on-street accessible parking zone may also be provided adjacent to or near an individual residence or business.

Accessible parking is regulated by the Access Board, an independent federal agency that is responsible for developing accessibility guidelines. Accessibility related to public roadways is also regulated by the US Department of Transportation, the California Vehicle Code, and the California Manual on Uniform Traffic Control Devices (CAMUTCD). The City's policy is in compliance with the applicable regulations of these agencies.

The City of Compton Municipal Code, Section 12-3.14, Subsections B & C authorize the Traffic Authority to determine the location of disabled parking at on-street locations and within publicly owned, leased or controlled parking facilities.

POLICY

This policy provides a procedure by which a Compton resident, business, or property owner (applicant) can apply for an on-street accessible parking space for disabled persons (blue zone) within the City of Compton.

On-street accessible parking spaces will only be considered when off-street parking is not available for an applicant or parking demands in the area prohibit

the applicant from having the use of existing on-street parking near a residence, business or major point assembly.

In establishing accessible on-street parking facilities for the disabled, a reasonable determination shall be made that the facility will serve more than one disabled person and that the need is of an on-going nature (accessible parking spaces will not be installed on the basis of a temporary disabled persons placard). The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose, but are seldom used. Unjustified installation of such parking stalls unnecessarily reduces available on-street parking for the general public, increases the City's maintenance and operation costs, and detracts from the overall effectiveness of the disabled persons parking program.

Accessible parking spaces will not be installed at locations with a no parking or no stopping any time prohibition. The accessible parking zones are in force twenty-four hours a day, seven days a week, unless otherwise posted. All must comply with ADA requirements. The total number of accessible on-street parking spaces will be limited to no more than 1% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Accessible parking spaces shall be provided within all publicly owned, leased or controlled off-street parking facilities as specified below. On-street accessible parking spaces will not be provided to residences with garages, driveways and/or carports. On-street accessible parking spaces will not be provided to businesses or facilities that do not provide the required off-street accessible parking. The total number of accessible off-street parking spaces to be provided within an off-street parking facility shall be measured on the basis of demonstrated need or as determined by the requirements of the Office of the State Architect, whichever is greater, and approved by the City’s Building Official.

Processing Fee

When a request for an on-street accessible parking space is approved, a one-time processing fee, in the amount shown on the application form, will be collected to cover field investigation, installation, maintenance and removal costs. The cost of installing accessible parking will be assumed by the City for all on-street spaces serving City-owned facilities and for City-owned off-street parking facilities. The cost of installing accessible parking either on-street or off-street, at all other facilities, will be assumed by the resident or proprietor of the facility.

ELIGIBILITY CRITERIA

Evaluation by Land Use

There are three types of land uses that will be considered for accessible on-street parking, as follows:

- Major Point of Assembly
- Residential
- Business

The definition of each land use, along with the criteria that must be met, is provided below.

Major Point of Assembly Eligibility Criteria:

1. The City, may upon request and recommendation by the City Engineer, provide a minimum of one on-street parking space for disabled persons at the following facilities:
    a. Government buildings serving the public, such as administration building, public employment offices, post offices, public library, police stations, etc.
    b. Hospitals and convalescent homes
    c. Medical facilities and doctor's offices, staffed by a minimum of five practitioners. Zone shall be located to serve the maximum number of facilities on one block.
    d. Community service facilities, such as senior citizen service centers, etc.
    e. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
    f. Employment offices or major enterprises employing more than two hundred persons.
    g. Public recreational facilities, including municipal swimming pools, recreation halls, etc.
    h. Public theaters, museums, auditoriums, meeting halls, arenas and stadiums.
    i. Other places of assembly, such as schools and churches.
    j. All non-residential land uses with an aggregate of more than 50,000 square feet of usable floor space. Zones shall be located to serve the maximum number of facilities on one block.
2. Before an on-street parking space is considered, the applicant must demonstrate that the property currently meets City requirements regarding

the number of on-site accessible parking spaces and why the requested parking space cannot be installed on-site.

3. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the building and the obstruction-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk as determined by the Public Works Department.

Residential Eligibility Criteria:

It is not the intention of the City to provide reserved parking in the public right-of-way, especially in residential areas. However, exceptions may be made in special cases provided all of the following conditions exist:

1. Applicant (or guardian) must be in possession of a valid license plate or placard for “disabled persons” or “disabled veterans.”
2. The proposed accessible parking space must be in front of the applicant (or guardian’s) place of residence.
3. The applicant (or guardian) must provide at least one form of proof of residency at the subject address (i.e. current utility bill, State or Federal issued picture identification, or rental agreement). In addition, the applicant must be prepared to show proof of identity with a State-issued picture identification.
4. Residences with garages, carports and/or driveways are not eligible for an on-street accessible parking space.
5. On the application, the applicant (or guardian) must state why an on-street accessible parking space is being requested.
6. For residences not owned by the applicant (or guardian) the landlord/property owner must sign the application to confirm and agree to the accessible parking space being placed in front of the residence.
7. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the residence and the obstacle-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk as determined by the Public Works Department.
8. To ensure continued eligibility, the applicant must submit to the City a copy of the disabled persons license or placard renewal provided by the State every two years.

Business Eligibility Criteria:

It is not the intention of the City to provide reserved parking in the public right-of-way, especially in business areas. However, exceptions may be made in special cases provided all of the following conditions exist:

1. All non-residential land uses with usable floor space of 50,000 square feet or less and that are not noted as a major point of assembly will be defined as commercial and/or office buildings. This category also includes assisted living facilities and senior apartments. The applicant must provide proof of business ownership or property ownership of the subject address.
2. For businesses located in a building or on property not owned by the applicant, the landlord/property owner must sign the application to confirm and agree to the accessible parking space being placed in front of the business.
3. Before an on-street parking space is considered, the applicant must demonstrate that the property currently meets City and State requirements regarding the number of on-site accessible parking spaces and state why the requested parking space cannot be installed on-site.
4. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the business and the obstacle-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk as determined by the Public Works Department.

Evaluation of Location:

City staff will also consider the following when evaluating an application for accessible on-street parking. To qualify for an accessible on-street parking space, the proposed location must meet all of the following requirements:

1. The requested on-street space is immediately adjacent to an ADA compliant ramp or a compliant driveway approach with a clear path of travel.
2. The requested on-street parking space is located so that the disabled person is not required to wheel or walk behind or in front of a parked vehicle other than their own. The curb lane or street is wide enough that the disabled person is not required to wheel or walk in traffic.
3. There are no obstructions on the sidewalk adjacent to and for the full length of the parking space.

Note: If the requested on-street space is not located in close proximity to an ADA compliant curb ramp or driveway approach for access to the sidewalk or walkway, the accessible space may need to be provided in a different location such as at the nearest corner with an accessible curb ramp. If there is not an accessible curb

ramp at the nearest corner, a compliant curb ramp may need to be installed prior to providing the accessible parking space.

The City of Compton is not required to make any structural changes to existing on-street parking if accessible on-street parking is already nearby. The City of Compton prefers that accessible parking be located off-street whenever feasible.

PROCEDURE FOR THE INSTALLATION OF ACCESSIBLE ON-STREET PARKING ZONES

All requests for accessible on-street parking shall be submitted to the City of Compton for consideration, using the City's Application for: On-Street Accessible Parking for Disabled Persons form (attached). Supporting documentation must be submitted with the written request.

The request will be reviewed by City staff for approval. In evaluating the request, City staff will consider whether the applicant has demonstrated a need for the parking space that outweighs the preservation of such space for public use.

The City will notify the applicant whether or not the request has been approved.

- If approved:
    - A one-time processing fee, in the amount noted on the application, will be collected.
    - The City will install the accessible parking space.
    - To ensure continued eligibility, the applicant shall submit to the City a copy of the Disabled License or Placard renewal provided by the State every two years. A renewal fee may apply.
- If denied, the applicant will be informed which criterion/criteria was not met. The applicant may re-apply if the missing criterion/criteria is provided.

A report of the requested locations and their eligibility will be sent to the City Manager for distribution to the City Council.

ACCESSIBLE PARKING DESIGN CRITERIA

Each on-street accessible parking space shall be installed in accordance with the most recent edition of the CA MUTCD, Figure 3B-22 (CA), Sheet 2 of 2 (see Attachment A) and Caltrans Standard Plans A90A and A90B (see Attachment B), as indicated by blue paint on the curb or edge of the paved portion of the street adjacent to the space and a post-mounted R99 (CA) sign with R99(B)(CA) or R99C(CA) sign, in plain view of each space showing the International Symbol of Accessibility. Where tow-away provisions are applied to on-street spaces, the

R100A(CA) sign may be used with the R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign.

Each off-street accessible parking space shall be installed in accordance with the most recent edition of the CA MUTCD, Figure 3B-22 (CA), Sheet 1 of 2 (see Attachment A), indicated by (1) painting the border for the loading/unloading area blue, painting the stall or space border white, and on the ground, in the stall or space, a white profile view depicting a wheelchair with occupant, on a blue background, outlined in white (International Symbol of Accessibility), and (2) installation of the post-mounted R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign mentioned above, in plain view of each stall or space. Where tow-away provisions are applied to off-street spaces, the previously mentioned R100A sign may be used with the R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign (see Attachment A), which shall be posted at each entrance to the off-street parking facility.

STATEMENT OF ISSUE

The City Council of the City of Compton recognizes the desirability to establish updated policies and procedures by which the adoption of this resolution will adopt the policies and procedures for Disabled Persons (Blue Curb) in the City of Compton. Therefore, in order to implement the new policies and procedures, City Council authorization is necessary.

FISCAL IMPACT

There is no fiscal impact to the adoption of the policies and procedures for Disabled Persons (Blue Curb) Policy and Procedures.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR., PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT

APPROVED AS TO FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE ACCESSIBLE PARKING FOR DISABLED PERSON (BLUE CURB) POLICY AND PROCEDURES IN THE CITY OF COMPTON

WHEREAS, adoption of this resolution will adopt the Accessible Parking for Disabled Persons (Blue Curb) Policy and Procedures in the City of Compton; and

WHEREAS, the purpose of an accessible parking zone for disabled persons is to provide designated parking at major points of assembly for the exclusive use of physically disabled persons whose vehicles display a valid license plate or placard as authorized by the California Vehicle Code; and

WHEREAS, in certain circumstances, on-street accessible parking zones may also be provided adjacent to or near an individual residence or business; and

WHEREAS, accessible parking is regulated by the Access Board, an independent federal agency that is responsible for developing accessibility guidelines; and

WHEREAS, accessibility related to public roadways is also regulated by the US Department of Transportation, the California Vehicle Code, and the California Manual on Uniform Traffic Control Devices (CAMUTCD) and the City's policy is in compliance with the applicable regulations of these agencies; and

WHEREAS, the City of Compton Municipal Code, Section 12-3.14, Subsections B & C authorize the Traffic Authority to determine the location of disabled parking at on-street locations and within publicly owned, leased or controlled parking facilities; and

WHEREAS, this policy provides a procedure by which a Compton resident, business, or property owner (applicant) can apply for an on-street accessible parking space for disabled persons (blue zone) within the City of Compton; and

WHEREAS, on-street accessible parking spaces will only be considered when off-street parking is not available for an applicant or parking demands in the area prohibit the applicant from having the use of existing on-street parking near a residence, business or major point assembly; and

WHEREAS, in establishing accessible on-street parking facilities for the disabled, a reasonable determination shall be made that the facility will serve more than one disabled person and that the need is of an on-going nature (accessible parking spaces will not be installed on the basis of a temporary disabled persons placard); and

WHEREAS, the intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose, but are seldom used and unjustified installation of such parking stalls unnecessarily reduces available on-street parking for the general public, increases the City's maintenance and operation costs, and detracts from the overall effectiveness of the disabled persons parking program; and

WHEREAS, accessible parking spaces will not be installed at locations with a no parking or no stopping any time prohibition and the accessible parking zones are in force twenty-four hours a day, seven days a week, unless otherwise posted; and

WHEREAS, all must comply with ADA requirements and the total number of accessible on-street parking spaces will be limited to no more than 1% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area; and

WHEREAS, accessible parking spaces shall be provided within all publicly owned, leased or controlled off-street parking facilities as specified below and on-street accessible parking spaces will not be provided to residences with garages, driveways and/or carports; and

WHEREAS, on-street accessible parking spaces will not be provided to businesses or facilities that do not provide the required off-street accessible parking; and

WHEREAS, the total number of accessible off-street parking spaces to be provided within an off-street parking facility shall be measured on the basis of demonstrated need or as determined by the requirements of the Office of the State Architect, whichever is greater, and approved by the City's Building Official; and

WHEREAS, when a request for an on-street accessible parking space is approved, a one-time processing fee, in the amount shown on the application form, will be collected to cover field investigation, installation, maintenance and removal costs; and

WHEREAS, the cost of installing accessible parking will be assumed by the City for all on-street spaces serving City-owned facilities and for City-owned off-street parking facilities and the cost of installing accessible parking either on-street or off-street, at all other facilities, will be assumed by the resident or proprietor of the facility; and

ELIGIBILITY CRITERIA

Evaluation by Land Use

There are three types of land uses that will be considered for accessible on-street parking, as follows:

- Major Point of Assembly
- Residential
- Business

The definition of each land use, along with the criteria that must be met, is provided below.

Major Point of Assembly Eligibility Criteria:

1. The City, may upon request and recommendation by the City Engineer, provide a minimum of one on-street parking space for disabled persons at the following facilities:
    a. Government buildings serving the public, such as administration building, public employment offices, post offices, public library, police stations, etc.
    b. Hospitals and convalescent homes
    c. Medical facilities and doctor's offices, staffed by a minimum of five practitioners. Zone shall be located to serve the maximum number of facilities on one block.
    d. Community service facilities, such as senior citizen service centers, etc.
    e. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
    f. Employment offices or major enterprises employing more than two hundred persons.
    g. Public recreational facilities, including municipal swimming pools, recreation halls, etc.
    h. Public theaters, museums, auditoriums, meeting halls, arenas and stadiums
    i. Other places of assembly, such as schools and churches

j. All non-residential land uses with an aggregate of more than 50,000 square feet of usable floor space. Zones shall be located to serve the maximum number of facilities on one block.

2. Before an on-street parking space is considered, the applicant must demonstrate that the property currently meets City requirements regarding the number of on-site accessible parking spaces and why the requested parking space cannot be installed on-site.
3. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the building and the obstruction-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk, as determined by the Public Works Department.

Residential Eligibility Criteria:

It is not the intention of the City to provide reserved parking in the public right-of-way, especially in residential areas. However, exceptions may be made in special cases provided all of the following conditions exist:

1. Applicant (or guardian) must be in possession of a valid license plate or placard for “disabled persons” or “disabled veterans.”
2. The proposed accessible parking space must be in front of the applicant (or guardian’s) place of residence.
3. The applicant (or guardian) must provide at least one form of proof of residency at the subject address (i.e. current utility bill, State or Federal issued picture identification, or rental agreement). In addition, the applicant must be prepared to show proof of identity with a State-issued picture identification.
4. Residences with garages, carports and/or driveways are not eligible for an on-street accessible parking space.
5. On the application, the applicant (or guardian) must state why an on-street accessible parking space is being requested.
6. For residences not owned by the applicant (or guardian) the landlord/property owner must sign the application to confirm and agree to the accessible parking space being placed in front of the residence.
7. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the residence and the obstacle-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk, as determined by the Public Works Department.
8. To ensure continued eligibility, the applicant must submit to the City a copy of the disabled persons license or placard renewal provided by the State every two years.

Business Eligibility Criteria:

It is not the intention of the City to provide reserved parking in the public right-of-way, especially in business areas. However, exceptions may be made in special cases provided all of the following conditions exist:

1. All non-residential land uses with usable floor space of 50,000 square feet or less and that are not noted as a major point of assembly will be defined as commercial and/or office buildings. This category also includes assisted living facilities and senior apartments. The applicant must provide proof of business ownership or property ownership of the subject address.

2. For businesses located in a building or on property not owned by the applicant, the landlord/property owner must sign the application to confirm and agree to the accessible parking space being placed in front of the business.
3. Before an on-street parking space is considered, the applicant must demonstrate that the property currently meets City and State requirements regarding the
4. number of on-site accessible parking spaces and state why the requested parking space cannot be installed on-site.
5. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the business and the obstacle-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk as determined by the Public Works Department.

Evaluation of Location:

City staff will also consider the following when evaluating an application for accessible on-street parking. To qualify for an accessible on-street parking space, the proposed location must meet all of the following requirements:

1. The requested on-street space is immediately adjacent to an ADA compliant ramp or a compliant driveway approach with a clear path of travel.
2. The requested on-street parking space is located so that the disabled person is not required to wheel or walk behind or in front of a parked vehicle other than their own. The curb lane or street is wide enough that the disabled person is not required to wheel or walk in traffic.
3. There are no obstructions on the sidewalk adjacent to and for the full length of the parking space.

Note: If the requested on-street space is not located in close proximity to an ADA compliant curb ramp or driveway approach for access to the sidewalk or walkway, the accessible space may need to be provided in a different location such as at the nearest corner with an accessible curb ramp. If there is not an accessible curb ramp at the nearest corner, a compliant curb ramp may need to be installed prior to providing the accessible parking space.

The City of Compton is not required to make any structural changes to existing on-street parking if accessible on-street parking is already nearby. The City of Compton prefers that accessible parking be located off-street whenever feasible; and

PROCEDURE FOR THE INSTALLATION OF ACCESSIBLE ON-STREET PARKING ZONES

All requests for accessible on-street parking shall be submitted to the City of Compton for consideration, using the City's Application for: On-Street Accessible Parking for Disabled Persons form (attached). Supporting documentation must be submitted with the written request.

The request will be reviewed by City staff for approval. In evaluating the request, City staff will consider whether the applicant has demonstrated a need for the parking space that outweighs the preservation of such space for public use.

The City will notify the applicant whether or not the request has been approved.

- If approved:
    -

  - A one-time processing fee, in the amount noted on the application, will be collected.
  - The City will install the accessible parking space.

  - To ensure continued eligibility, the applicant shall submit to the City a copy of the Disabled License or Placard renewal provided by the State every two years. A renewal fee may apply.
- If denied, the applicant will be informed which criterion/criteria was not met. The applicant may re-apply if the missing criterion/criteria is provided.

A report of the requested locations and their eligibility will be sent to the City Manager for distribution to the City Council.

ACCESSIBLE PARKING DESIGN CRITERIA

Each on-street accessible parking space shall be installed in accordance with the most recent edition of the CA MUTCD, Figure 3B-22 (CA), Sheet 2 of 2 (see Attachment A) and Caltrans Standard Plans A90A and A90B (see Attachment B), as indicated by blue paint on the curb or edge of the paved portion of the street adjacent to the space and a post-mounted R99 (CA) sign with R99(B)(CA) or R99C(CA) sign, in plain view of each space showing the International Symbol of Accessibility. Where tow-away provisions are applied to on-street spaces, the R100A(CA) sign may be used with the R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign.

Each off-street accessible parking space shall be installed in accordance with the most recent edition of the CA MUTCD, Figure 3B-22 (CA), Sheet 1 of 2 (see Attachment A), indicated by (1) painting the border for the loading/unloading area blue, painting the stall or space border white, and on the ground, in the stall or space, a white profile view depicting a wheelchair with occupant, on a blue background, outlined in white (International Symbol of Accessibility), and (2) installation of the post-mounted R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign mentioned above, in plain view of each stall or space. Where tow-away provisions are applied to off-street spaces, the previously mentioned R100A sign may be used with the R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign (see Attachment A), which shall be posted at each entrance to the off-street parking facility; and

WHEREAS, a report of the requested locations and their eligibility will be sent to the City Manager for distribution to the City Council; and

WHEREAS, the adoption of the policies and procedures for Disabled Persons (Blue Curb) in the City of Compton has no fiscal impact; and

WHEREAS, the City Council of the City of Compton recognizes the desirability to establish updated policies and procedures by which the adoption of this resolution will adopt the policies and procedures for Disabled Persons (Blue Curb) in the City of Compton; and

WHEREAS, in order to implement the new policies and procedures, City Council authorization is necessary.

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

SECTION 1. That the Accessible Parking for Disabled Persons (Blue Curb) Policy and Procedures in the City of Compton is hereby adopted.

SECTION 2. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this _____ day of _____, 2022.

_____
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 _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton

Accessible Parking for Disabled Persons (Blue Curb) Policy and Procedures

Update Adopted by the City Council on _____, 2022

DRAFT

City of Compton
Accessible Parking for Disabled Persons (Blue Curb) Policy and Procedures

INTRODUCTION

The purpose of an accessible parking zone for disabled persons is to provide designated parking at major points of assembly for the exclusive use of physically disabled persons whose vehicles display a valid license plate or placard as authorized by the California Vehicle Code. In certain circumstances, an on-street accessible parking zone may also be provided adjacent to or near an individual residence or business.

Accessible parking is regulated by the Access Board, an independent federal agency that is responsible for developing accessibility guidelines. Accessibility related to public roadways is also regulated by the US Department of Transportation, the California Vehicle Code, and the California Manual on Uniform Traffic Control Devices (CA MUTCD). The City's policy is in compliance with the applicable regulations of these agencies.

The City of Compton Municipal Code, Section 12-3.14, Subsections B & C authorize the Traffic Authority[1] to determine the location of disabled parking at on-street locations and within publicly owned, leased or controlled parking facilities.

POLICY

This policy provides a procedure by which a Compton resident, business, or property owner (applicant) can apply for an on-street accessible parking space for disabled persons (blue zone) within the City of Compton.

On-street accessible parking spaces will only be considered when off-street parking is not available for an applicant or parking demands in the area prohibit the applicant from having the use of existing on-street parking near a residence, business or major point of assembly.

It should be noted that on-street accessible parking spaces are NOT:

- A reserved parking space for the applicant
- Intended as a private parking space for the applicant
- For temporary or short-term need

[1] *The Traffic Authority is the City of Compton's Street Superintendent or authorized representative. (For on-street accessible parking, the City Engineer has been designated as the authorized representative.)*

In establishing accessible on-street parking facilities for the disabled, a reasonable determination shall be made that the facility will serve more than one disabled person and that the need is of an on-going nature (accessible parking spaces will not be installed on the basis of a temporary disabled persons placard). The intent is to prevent the proliferation of special parking stalls that may be installed for a short-term purpose, but are seldom used. Unjustified installation of such parking stalls unnecessarily reduces available on-street parking for the general public, increases the City's maintenance and operation costs, and detracts from the overall effectiveness of the disabled persons parking program.

Accessible parking spaces will not be installed at locations with a no parking or no stopping any time prohibition. The accessible parking zones are in force twenty-four hours a day, seven days a week, unless otherwise posted. All must comply with ADA requirements. The total number of accessible on-street parking spaces will be limited to no more than 1% of the total number of on-street parking spaces available in the area and shall be distributed uniformly within the area.

Accessible parking spaces shall be provided within all publicly owned, leased or controlled off-street parking facilities as specified below. On-street accessible parking spaces will not be provided to residences with garages, driveways and/or carports. On-street accessible parking spaces will not be provided to businesses or facilities that do not provide the required off-street accessible parking. The total number of accessible off-street parking spaces to be provided within an off-street parking facility shall be measured on the basis of demonstrated need or as determined by the requirements of the Office of the State Architect, whichever is greater, and approved by the City's Building Official.

Processing Fee

When a request for an on-street accessible parking space is approved, a one-time processing fee, in the amount shown on the application form, will be collected to cover field investigation, installation, maintenance and removal costs. The cost of installing accessible parking will be assumed by the City for all on-street spaces serving City-owned facilities and for City-owned off-street parking facilities. The cost of installing accessible parking either on-street or off-street, at all other facilities, will be assumed by the resident or proprietor of the facility.

ELIGIBILITY CRITERIA

Evaluation by Land Use

There are three types of land uses that will be considered for accessible on-street parking, as follows:

- Major Point of Assembly
- Residential
- Business

The definition of each land use, along with the criteria that must be met, is provided below.

Major Point of Assembly Eligibility Criteria:

1. The City, may, upon request and recommendation by the City Engineer, provide a minimum of one on-street parking space for disabled persons at the following facilities:
    a. Government buildings serving the public, such as administration building, public employment offices, post offices, public library, police stations, etc.
    b. Hospitals and convalescent homes
    c. Medical facilities and doctor's offices, staffed by a minimum of five practitioners. Zone shall be located to serve the maximum number of facilities on one block.
    d. Community service facilities, such as senior citizen service centers, etc.
    e. Accredited vocational training and educational facilities where no off-street parking is provided for disabled persons.
    f. Employment offices or major enterprises employing more than two hundred persons.
    g. Public recreational facilities, including municipal swimming pools, recreation halls, etc.
    h. Public theaters, museums, auditoriums, meeting halls, arenas and stadiums
    i. Other places of assembly, such as, schools and churches
    j. All non-residential land uses with an aggregate of more than 50,000 square feet of usable floor space. Zones shall be located to serve the maximum number of facilities on one block.
2. Before an on-street parking space is considered, the applicant must demonstrate that the property currently meets City requirements regarding the number of on-site accessible parking spaces and why the requested parking space cannot be installed on-site.
3. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the building and the obstruction-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk, as determined by the Public Works Department.

Residential Eligibility Criteria:

It is not the intention of the City to provide reserved parking in the public right-of-way, especially in residential areas. However, exceptions may be made in special cases provided all of the following conditions exist:

1. Applicant (or guardian) must be in possession of a valid license plate or placard for "disabled persons" or "disabled veterans."

2. The proposed accessible parking space must be in front of the applicant (or guardian's) place of residence.
3. The applicant (or guardian) must provide at least one form of proof of residency at the subject address (i.e. current utility bill, State or Federal issued picture identification, or rental agreement). In addition, the applicant must be prepared to show proof of identity with a State-issued picture identification.
4. Residences with garages, carports and/or driveways are not eligible for an on-street accessible parking space.
5. On the application, the applicant (or guardian) must state why an on-street accessible parking space is being requested.
6. For residences not owned by the applicant (or guardian) the landlord/property owner must sign the application to confirm and agree to the accessible parking space being placed in front of the residence.
7. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the residence and the obstacle-free navigation of a disabled person from a vehicle parked in the accessible space to the sidewalk, as determined by the Public Works Department.
8. To ensure continued eligibility, the applicant must submit to the City a copy of the disabled persons license or placard renewal provided by the state every two years.

Business Eligibility Criteria:

It is not the intention of the City to provide reserved parking in the public right-of-way, especially in business areas. However, exceptions may be made in special cases provided all of the following conditions exist:

1. All non-residential land uses with usable floor space of 50,000 square feet or less and that are not noted as a major point of assembly will be defined as commercial and/or office buildings. This category also includes assisted living facilities and senior apartments. The applicant must provide proof of business ownership at or property ownership of the subject address.
2. For businesses located in a building or on property not owned by the applicant the landlord/property owner must sign the application to confirm and agree to the accessible parking space being placed in front of the business.
3. Before an on-street parking space is considered, the applicant must demonstrate that the property currently meets City and State requirements regarding the number of on-site accessible parking spaces and state why the requested parking space cannot be installed on-site.
4. The decision to install an on-street parking space will also be based on the sidewalk conditions adjacent to the business and the obstacle-free navigation of a

disabled person from a vehicle parked in the accessible space to the sidewalk, as determined by the Public Works Department.

Evaluation of Location:

City staff will also consider the following when evaluating an application for accessible on-street parking. To qualify for an accessible on-street parking space, the proposed location must meet all of the following requirements:

1. The requested on-street space is immediately adjacent to an ADA compliant ramp or a compliant driveway approach with a clear path of travel.
2. The requested on-street parking space is located so that the disabled person is not required to wheel or walk behind or in front of a parked vehicle other than their own. The curb lane or street is wide enough that the disabled person is not required to wheel or walk in traffic.
3. There are no obstructions on the sidewalk adjacent to and for the full length of the parking space.

Note: If the requested on-street space is not located in close proximity to an ADA compliant curb ramp or driveway approach for access to the sidewalk or walkway, the accessible space may need to be provided in a different location such as at the nearest corner with an accessible curb ramp. If there is not an accessible curb ramp at the nearest corner, a compliant curb ramp may need to be installed prior to providing the accessible parking space.

The City of Compton is not required to make any structural changes to existing on-street parking if accessible on-street parking is already nearby. The City of Compton prefers that accessible parking be located off-street whenever feasible.

PROCEDURE FOR THE INSTALLATION OF ACCESSIBLE ON-STREET PARKING ZONES

All requests for accessible on-street parking shall be submitted to the City of Compton for consideration, using the City's Application for: On-Street Accessible Parking for Disabled Persons form (attached). Supporting documentation must be submitted with the written request.

The request will be reviewed by City staff for approval. In evaluating the request, City staff will consider whether the applicant has demonstrated a need for the parking space that outweighs the preservation of such space for public use.

The City will notify the applicant whether or not the request has been approved.

- If approved:

  - A one-time processing fee, in the amount noted on the application, will be collected.
  - The City will install the accessible parking space.
  - To ensure continued eligibility, the applicant shall submit to the City a copy of the Disabled License or Placard renewal provided by the State every two years. A renewal fee may apply.
- If denied, the applicant will be informed which criterion/criteria was not met. The applicant may re-apply if the missing criterion/criteria is provided.

A report of the requested locations and their eligibility will be sent to the City Manager for distribution to the City Council.

ACCESSIBLE PARKING DESIGN CRITERIA

Each on-street accessible parking space shall be installed in accordance with the most recent edition of the CA MUTCD, Figure 3B-22 (CA), Sheet 2 of 2 (see Attachment A) and Caltrans Standard Plans A90A and A90B (see Attachment B), as indicated by blue paint on the curb or edge of the paved portion of the street adjacent to the space and a post-mounted R99 (CA) sign with R99(B)(CA) or R99C(CA) sign, in plain view of each space showing the International Symbol of Accessibility. Where tow-away provisions are applied to on-street spaces, the R100A(CA) sign may be used with the R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign.

Each off-street accessible parking space shall be installed in accordance with the most recent edition of the CA MUTCD, Figure 3B-22 (CA), Sheet 1 of 2 (see Attachment A), indicated by (1) painting the border for the loading/unloading area blue, painting the stall or space border white, and on the ground, in the stall or space, a white profile view depicting a wheelchair with occupant, on a blue background, outlined in white (International Symbol of Accessibility), and (2) installation of the post-mounted R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign mentioned above, in plain view of each stall or space. Where tow-away provisions are applied to off-street spaces, the previously mentioned R100A sign may be used with the R99(CA) and R99(B)(CA) signs or the R99(C)(CA) sign (see Attachment A), which shall be posted at each entrance to the off-street parking facility.

Insert Application Form

Attachment A

Excerpts for Installation of Accessible Parking for Disabled Persons from the *California Manual on Uniform Traffic Control Devices, 2014, rev6*
(Note: Reference the most recent version of the CA MUTCD)

Section 2B.46 Parking, Standing, and Stopping Signs (R7 and R8 Series)

Special Signs

The Accessible Parking Only (R99(CA)) sign in combination with MINIMUM FINE $250 (R99B(CA)) plaque; or, Accessible Parking Only Minimum Fine $250 (R99C(CA)) sign shall be used in on-street and off-street parking facilities to designate stalls for vehicles with a special identification license plate or a distinguishing placard for persons with disabilities.

Support:

64 The R99(CA) sign in combination with the R99B(CA) plaque; or, R99C(CA) sign, blue pavement markings and International Symbol of Accessibility Marking, are required for enforcement of these parking areas. Refer to CVC 22511.7 and 22511.8.

Standard:

65 **The VAN ACCESSIBLE (R7-8b) sign shall be mounted below the Accessible Parking Only (R99(CA)) sign in combination with MINIMUM FINE $250 (R99B(CA)) plaque; or, Accessible Parking Only Minimum Fine $250 (R99C(CA)) sign of the parking space for persons with disabilities designated as the van accessible space as provided in the California Building Code Section 1129B.**

Option:

66 The TOW-AWAY SPECIAL PLACARD OR LICENSE PLATE REQUIRED (R100A(CA)) sign may be used with the R99(CA) sign in combination with the R99B(CA) plaque; or, R99C(CA) sign to inform motorists that their vehicle will be towed away if they do not have a special identification license plate or a distinguishing placard for persons with disabilities.

Standard:

67 **The Disabled Tow-Away (R100B(CA)) sign shall be placed immediately adjacent to, and visible from, the stall or space, or at each entrance to an off street parking facility to inform motorists that their vehicle will be towed away if they park in designated stalls or spaces without a special identification license plate or a distinguishing placard for persons with disabilities. The sign shall include the address where the towed vehicle can be reclaimed and the telephone number of the local traffic law enforcement agency. Refer to CVC 22511.8 and 22511.9.**

R99 (CA)

R99B (CA)

R99C (CA)

R7-8b

R100A (CA)

R100B (CA)

Table 2B-1(CA). California Regulatory Sign and Plaque Sizes (Excerpt)

Sign or Plaque	Sign Designation	Section	Conventional Road	
			Single Lane	Multi-Lane
Accessible Parking Only	R99(CA)	2B.46	12 x 18	12 x 18
MINIMUM FINE $250 plaque	R99B(CA)	2B.46	12 x 9	12 x 9
Accessible Parking Only MinimumFine $250	R99C(CA)	2B.46	12 x 24	12 x 24
TOW-AWAY SPECIAL PLACARDOR LICENSE PLATE REQUIRED	R100A(CA)	2B.46	12 x 8	12 x 8
Disabled Tow-Away	R100B(CA)	2B.46	24 x 24	24 x 24

Section 3B.19 Parking Space Markings

Standard:

02 **Parking space markings shall be white.**

Option:

03 Blue lines may supplement white parking space markings of each parking space designated for use only by persons with disabilities.

Support:

04 Additional parking space markings for the purpose of designating spaces for use only by persons with disabilities are discussed in Section 3B.20 and illustrated in Figure ~~3B-22~~ 3B-22(CA). The design and layout of accessible parking spaces for persons with disabilities is provided in the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)" (see Section 1A.11).

Support:

05 Refer to CVC 22500 through 22522 for parking space markings.

06 Refer to Section 2B.39 for Parking Regulations.

Policy on Parking Restrictions

18 **The International Symbol of Accessibility (ISA) parking space marking shall be placed in each off-street parking space (see Figure 3B.22(CA)).**

Guidance:

18a *The ISA parking space marking (3B-22(CA)) should be placed in each on-street parking space designated for use by persons with disabilities.*

Standard:

A blue background with white border ~~may~~ shall supplement the wheelchair symbol as shown in Figure 3B-22(CA).

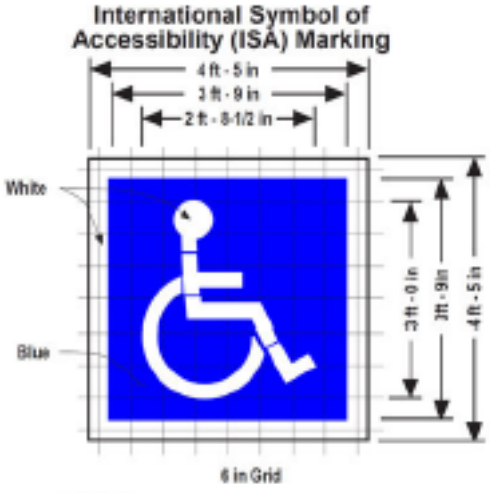
19a **If used, new construction of accessible off-street parking spaces, and, loading and unloading areas shall include pavement marking details shown on Figure 3B-22 (CA), or as shown on Caltrans' Standard Plan A90A. The loading and unloading area shall be marked by a border and hatched lines. The border shall be painted blue and the hatched lines shall be painted a suitable contrasting color to the parking space (blue or white paint is preferred).**

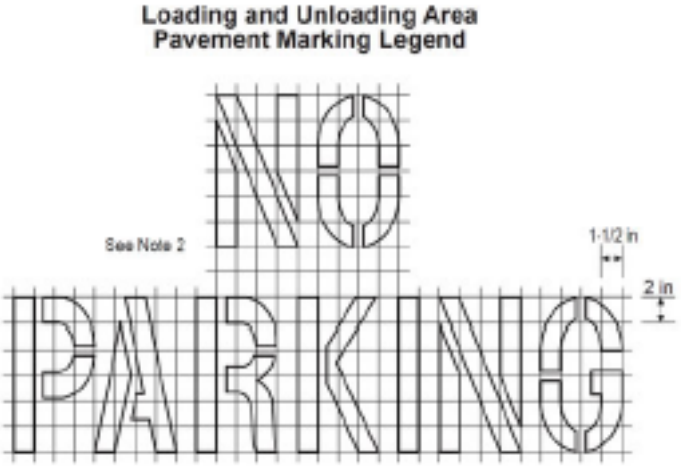
19b **If used, new construction of accessible on-street parking shall include a blue painted curb, as shown on Caltrans' Standard Plan A90B. If on-street parking designated and designed for persons with disabilities includes a loading and unloading area, it shall be marked by a border and**

hatched lines. The border shall be painted blue and the hatched lines shall be painted a suitable contrasting color to the parking space (blue or white paint is preferred).

19c **Loading and unloading areas shall include the words "NO PARKING" within the blue border and shall be painted in white letters no less than 12 inch high (See detail in Figure 3B-22 (CA)). Refer to California Code of Regulations Title 24, Section 1129B.4.**

Figure 3B-22 (CA). Examples of Disabled Persons Parking Symbol, Legend and Related Markings (Sheet 1 of 2)



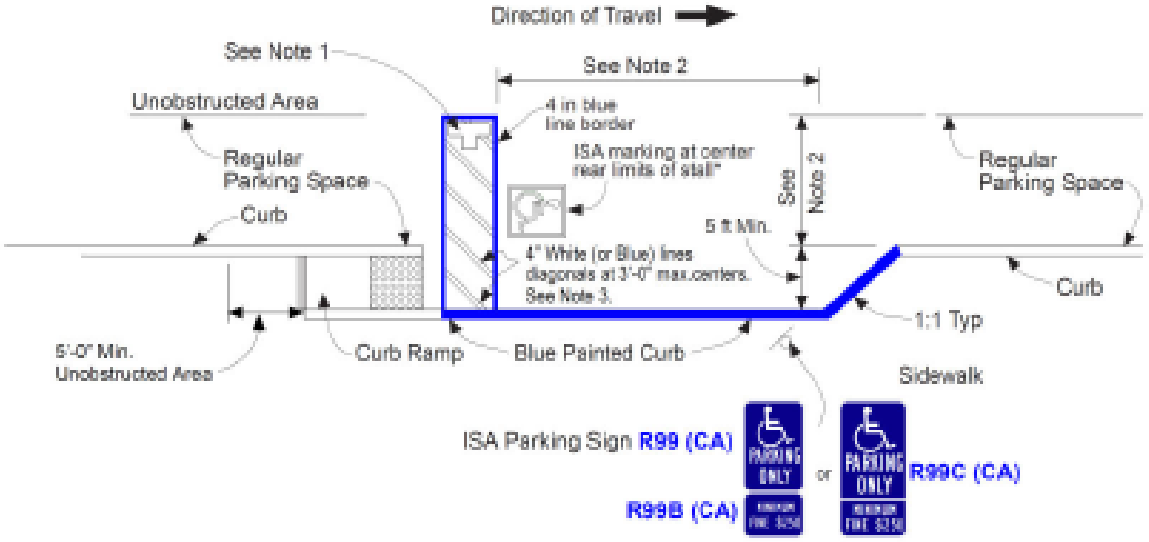


NOTES:

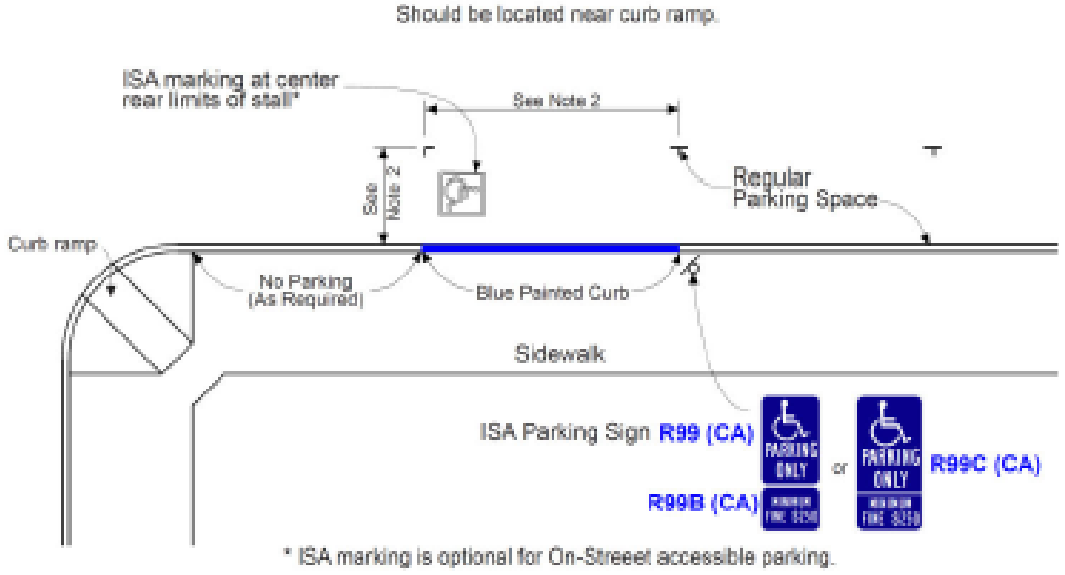
1. The design details for this symbol, legends, and related markings are shown in the Department of Transportation's Standard Plans. See Standard Plan A24C for square unit area for the ISA marking.
2. The words "NO PARKING" shall be painted in the loading and unloading area in white letters no less than 12 in high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square unit area for "NO PARKING" legend.
3. Loading and unloading area border shall be marked in blue paint. The hatched lines shall be painted a suitable contrasting color to the parking space. Blue or white paint is preferred.

Figure 3B-22 (CA). Examples of Disabled Persons Parking Symbol, Legend and Related Markings (Sheet 2 of 2)

On-Street Parking (Conventional)



On-Street Parking (Restricted Right of Way Width)

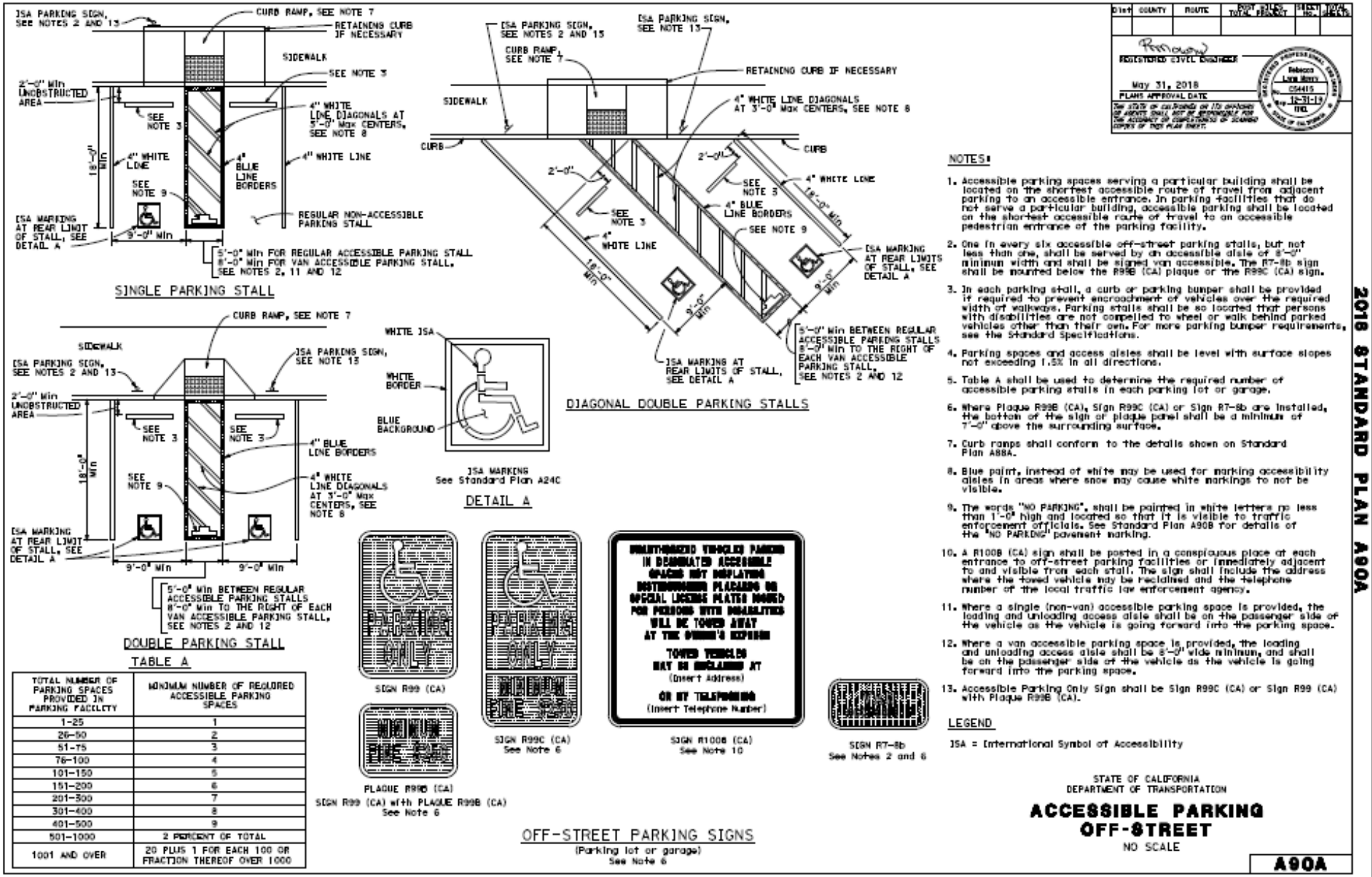


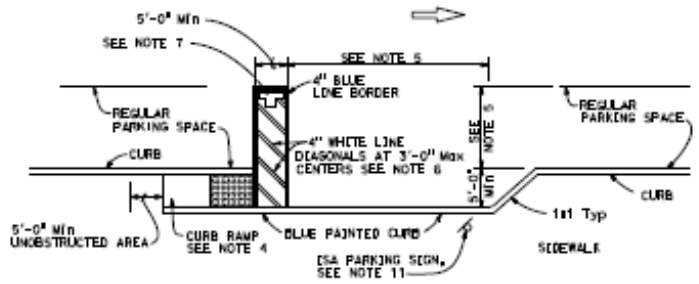
NOTES:

1. The words "NO PARKING", shall be painted in white letters no less than 12 in high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square unit area for painting the legend "NO PARKING".
2. Accessible on-street parking spaces shall not be smaller in length or width than that specified by the local jurisdiction for other parking spaces, but not less than 20 ft in length and not less than 8 ft in width.
3. The hatched lines shall be painted a suitable contrasting color to the parking space. Blue or white paint is preferred.
4. Actual dimensions and curb geometry may differ from that shown. See Standard Plan A90B for additional details.

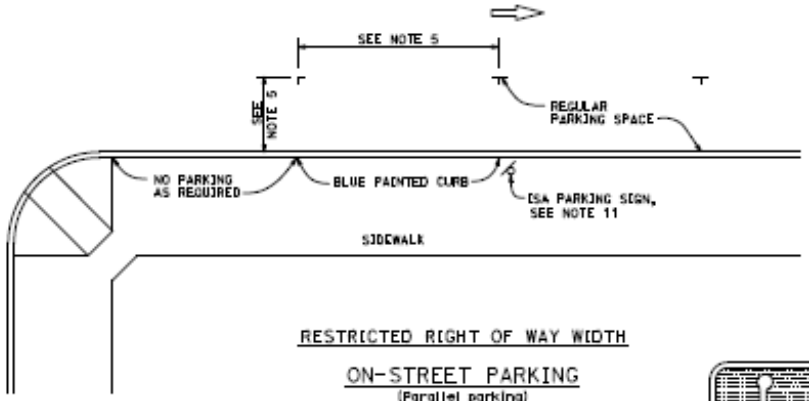
Attachment B

Caltrans 2018 Standard Plans A90A & A90B, for Installation of Accessible Parking for Disabled Persons
(Note: Reference the most recent version of the Standard Plans)


ISA PARKING SIGN, SEE NOTES 2 AND 13
CURB RAMP, SEE NOTE 7
RETAINING CURB IF NECESSARY
SIDEWALK
SEE NOTE 3
2'-0" Min UNOBSTRUCTED AREA
4" WHITE LINE DIAGONALS AT 3'-0" Max CENTERS, SEE NOTE 8
SEE NOTE 3
18'-0" Min
4" WHITE LINE
4" BLUE LINE BORDERS
4" WHITE LINE
SEE NOTE 9
REGULAR NON-ACCESSIBLE PARKING STALL
ISA MARKING AT REAR LIMIT OF STALL, SEE DETAIL A
9'-0" Min
5'-0" Min FOR REGULAR ACCESSIBLE PARKING STALL
8'-0" Min FOR VAN ACCESSIBLE PARKING STALL, SEE NOTES 2, 11 AND 12
SINGLE PARKING STALL
ISA PARKING SIGN, SEE NOTES 2 AND 13
ISA PARKING SIGN, SEE NOTE 13
CURB RAMP, SEE NOTE 7
RETAINING CURB IF NECESSARY
SIDEWALK
4" WHITE LINE DIAGONALS AT 3'-0" Max CENTERS, SEE NOTE 8
CURB
CURB
2'-0"
2'-0"
SEE NOTE 3
4" WHITE LINE
SEE NOTE 3
4" BLUE LINE BORDERS
SEE NOTE 9
18'-0" Min
4" WHITE LINE
ISA MARKING AT REAR LIMITS OF STALL, SEE DETAIL A
9'-0" Min
9'-0" Min
5'-0" Min BETWEEN REGULAR ACCESSIBLE PARKING STALLS
8'-0" Min TO THE RIGHT OF EACH VAN ACCESSIBLE PARKING STALL, SEE NOTES 2 AND 12
ISA MARKING AT REAR LIMITS OF STALL, SEE DETAIL A
DIAGONAL DOUBLE PARKING STALLS
CURB RAMP, SEE NOTE 7
SIDEWALK
ISA PARKING SIGN, SEE NOTES 2 AND 13
ISA PARKING SIGN, SEE NOTE 13
2'-0" Min UNOBSTRUCTED AREA
SEE NOTE 3
SEE NOTE 3
4" BLUE LINE BORDERS
18'-0" Min
SEE NOTE 9
4" WHITE LINE DIAGONALS AT 3'-0" Max CENTERS, SEE NOTE 8
ISA MARKING AT REAR LIMIT OF STALL, SEE DETAIL A
9'-0" Min
9'-0" Min
5'-0" Min BETWEEN REGULAR ACCESSIBLE PARKING STALLS
8'-0" Min TO THE RIGHT OF EACH VAN ACCESSIBLE PARKING STALL, SEE NOTES 2 AND 12
DOUBLE PARKING STALL
WHITE ISA
WHITE BORDER
BLUE BACKGROUND
ISA MARKING
See Standard Plan A24C
DETAIL A
PARKING ONLY
SIGN R99 (CA)
PLAQUE R99B (CA)
SIGN R99 (CA) with PLAQUE R99B (CA)
See Note 6
SIGN R99C (CA)
See Note 6
UNAUTHORIZED VEHICLES PARKING IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHED PLACARD OR SPECIAL LICENSE PLATE ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT THE OWNER'S EXPENSE
TOWED VEHICLES MAY BE RECLAIMED AT
(Insert Address)
OR BY TELEPHONING
(Insert Telephone Number)
SIGN R100B (CA)
See Note 10
SIGN R7-8b
See Notes 2 and 6
OFF-STREET PARKING SIGNS
(Parking lot or garage)
See Note 6
NOTES:
1. Accessible parking spaces serving a particular building shall be located on the shortest accessible route of travel from adjacent parking to an accessible entrance. In parking facilities that do not serve a particular building, accessible parking shall be located on the shortest accessible route of travel to an accessible pedestrian entrance of the parking facility.
2. One in every six accessible off-street parking stalls, but not less than one, shall be served by an accessible aisle of 8'-0" minimum width and shall be signed van accessible. The R7-8b sign shall be mounted below the R99B (CA) plaque or the R99C (CA) sign.
3. In each parking stall, a curb or parking bumper shall be provided if required to prevent encroachment of vehicles over the required width of walkways. Parking stalls shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own. For more parking bumper requirements, see the Standard Specifications.
4. Parking spaces and access aisles shall be level with surface slopes not exceeding 1.5% in all directions.
5. Table A shall be used to determine the required number of accessible parking stalls in each parking lot or garage.
6. Where Plaque R99B (CA), Sign R99C (CA) or Sign R7-8b are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
7. Curb ramps shall conform to the details shown on Standard Plan A88A.
8. Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
9. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high and located so that it is visible to traffic enforcement officials. See Standard Plan A90B for details of the "NO PARKING" pavement marking.
10. A R100B (CA) sign shall be posted in a conspicuous place at each entrance to off-street parking facilities or immediately adjacent to and visible from each stall. The sign shall include the address where the towed vehicle may be reclaimed and the telephone number of the local traffic law enforcement agency.
11. Where a single (non-van) accessible parking space is provided, the loading and unloading access aisle shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space.
12. Where a van accessible parking space is provided, the loading and unloading access aisle shall be 8'-0" wide minimum, and shall be on the passenger side of the vehicle as the vehicle is going forward into the parking space.
13. Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).
LEGEND
ISA = International Symbol of Accessibility
TABLE A
TOTAL NUMBER OF PARKING SPACES PROVIDED IN PARKING FACILITY
MINIMUM NUMBER OF REQUIRED ACCESSIBLE PARKING SPACES
1-25 1
26-50 2
51-75 3
76-100 4
101-150 5
151-200 6
201-300 7
301-400 8
401-500 9
501-1000 2 PERCENT OF TOTAL
1001 AND OVER 20 PLUS 1 FOR EACH 100 OR FRACTION THEREOF OVER 1000
Dist COUNTY ROUTE POST/BRIDGE TOTAL PROJECT SHEET NO. TOTAL SHEETS
REGISTERED CIVIL ENGINEER
May 31, 2018
PLANS APPROVAL DATE
STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
ACCESSIBLE PARKING
OFF-STREET
NO SCALE
A90A
2018 STANDARD PLAN A90A
152



CONVENTIONAL
(See Note 9)



RESTRICTED RIGHT OF WAY WIDTH

ON-STREET PARKING
(Parallel parking)
(See Note 10)

NO PARKING

PAVEMENT MARKING
See Note 7

SIGN R99 (CA)

SIGN R99C (CA)
See Note 3

PLAQUE R99B (CA)
SIGN R99 (CA) with PLAQUE R99B (CA)
See Note 3

Dist	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER

May 31, 2018
PLANS APPROVAL DATE

THE STATE OF CALIFORNIA OR ITS OFFICERS OR AGENTS SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF SCANNED COPIES OF THIS PLAN SHEET.

NOTES:

1. Parking spaces shall be so located that persons with disabilities are not compelled to wheel or walk behind parked vehicles other than their own.
2. Surface slopes of accessible on-street parking spaces shall be the minimum feasible.
3. Where Plaque R99B (CA) or Sign R99C (CA) are installed, the bottom of the sign or plaque panel shall be a minimum of 7'-0" above the surrounding surface.
4. Curb ramps shall conform to the details shown on Standard Plan A88A.
5. Accessible on-street parking spaces shall not be smaller in length or width than that specified by the local jurisdiction for other parking spaces, but not less than 20'-0" in length and not less than 8'-0" in width.
6. Blue paint, instead of white may be used for marking accessibility aisles in areas where snow may cause white markings to not be visible.
7. The words "NO PARKING", shall be painted in white letters no less than 1'-0" high on a contrasting background and located so that it is visible to traffic enforcement officials. See Standard Plan A24E for square foot area for painting the words "NO PARKING".
8. There shall be no obstructions on the sidewalk adjacent to and for the full length of the parking space, except for the ISA parking sign shown.
9. The Conventional detail should be the primary choice of accessible on-street parking. However, if the sidewalk lacks adequate space to construct a standard curb ramp, the Restricted Right of Way detail should be used.
10. If the Restricted Right of Way width detail is selected and it conflicts with a bus stop or other uses, this detail may apply to the other end of the block.
11. Accessible Parking Only Sign shall be Sign R99C (CA) or Sign R99 (CA) with Plaque R99B (CA).

LEGEND

ISA = International Symbol of Accessibility

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

ACCESSIBLE PARKING ON-STREET

NO SCALE

A90B

2018 STANDARD PLAN A90B

153

City of Compton
Public Works Engineering Department

Application for:

On-Street Accessible Parking for Disabled Persons

1. Applicant:

Contact Name:			
Address:			
Zip Code:	Daytime Phone Number:		
Email Address:			
Alternate Contact Name:		Phone Number:	
Requesting installation of an on-street disabled persons parking space:		☐ Yes	☐ No
Renewal of an existing on-street disabled persons parking space:		☐ Yes	☐ No
Removal of existing on-street disabled persons parking space:		☐ Yes	☐ No

2. Documentation:

*Please attach **copies** of the following documents and submit with your application.*

- ✓ Your DMV-issued Disabled Person or Disabled Veteran Placard or Plate
- ✓ DMV-issued Placard Receipt
- ✓ DMV-issued Vehicle Registration documents for applicant's vehicle(s)
- ✓ Your proof of residency/business ownership for the requested address (utility bill, phone bill or lease)

3. Property Information:

☐ Single Family Home ☐ Condominium ☐ Apartment

☐ Business ☐ Other: _____

☐ Own (If Condominimum, request must be made by homeowner's association board)

☐ Renting/Leasing (if Renting or Leasing, Section 4 must be completed by landlord or property manager)

Is parking available on property? ☐ Yes ☐ No

What type(s) of parking is available? ☐ Garage ☐ Driveway ☐ Carport

Note: Residences with a garage, driveway and/or carport do not qualify for on-street accessible parking.

Briefly explain why you are requesting an on-street accessible parking space adjacent to your residence or business. For a business, include the current number of on-site accessible parking spaces and why you cannot accommodate an additional on-site accessible parking space.
(attach supplemental sheet if necessary).

(Continued on Next Page)

City of Compton

Application for: On-Street Accessible Parking for Disabled Persons

(Continued)

4. Landlord/Property Manager:	
Name:	Phone Number:
Address:	
Email Address	
I support this application and concur with the information applicant has indicated in Section 3 of this application.	
Signature:	Date:

5. Agreement:

In submitting this application, I understand and agree to the following:

1. Completion of this application does not guarantee approval of the installation of an accessible parking space for disabled persons.
2. Approval of this application does not constitute an agreement to provide a permanent accessible parking space for disabled persons.
3. The approved installation of an accessible parking space for disabled persons is not a personal parking space and is available for public use for any vehicle displaying a DMV-issued Disabled Persons plate or placard.
4. The City of Compton reserves the right to deny or remove any accessible parking space for disabled persons according to policy guidelines or for public right-of-way purposes.
5. The City may inspect the applicant's parking area(s) for the verification of information provided herein. Applicant understands and agrees to provide access to the property upon request of City Staff.
6. Applicant shall notify the City's Public Works Department, in writing, of any changes in the information provided on this application and if/when the space approved under this application is no longer needed.
7. Residential accessible parking zones are subject to renewal every 2 (two) years, upon renewal of the related Disabled Placard or Plate by the State. To assure continued eligibility and to maintain the validity of the zone, residential applicants agree to submit a copy of the State-issued renewal of the Disabled Placard or Plate biennially, upon receiving it.
8. ***If my request is approved, I will pay a processing fee of $200.00 to cover the cost of field investigation, installation, maintenance, and removal.***

I, _____, hereby certify, under penalty of perjury, that the information provided herein is correct and agree to all items listed in Section 5 "Agreement" of this application.

Applicant's Signature: _____ Date: _____

Please return completed application and attachments to:

City of Compton
Attention: Public Works Department, Engineering Department
205 South Willlowbrook Avenue
Compton, CA 90220

Or email to: contactPW@comptoncity.org	For more information, call: (310) 605-5505

Office Use Only

Date Received:	☐ Approved, Date:	☐ Denied, Date:

If Denied, reason for denial:

July 26, 2022

TO: **MAYOR AND COUNCILMEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH ALL AMERICAN ASPHALT FOR USE OF CERTAIN HOUSING SUCCESSOR AGENCY-OWNED REAL PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD IN THE AMOUNT OF FOUR THOUSAND DOLLARS PER MONTH ($4,000) NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) WORKING DAYS**

SUMMARY

Adoption of this resolution will authorized the City Manager to enter into a one hundred and eighty (180) working day non-exclusive, revocable Limited License Agreement for the Housing Successor Agency ("Agency") owned property at 1434 West Compton Boulevard, Compton, California ("Property"), with All American Asphalt ("All American") for temporary parking and storage of construction equipment and vehicles being used for the construction work and services pursuant to the City's Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2B ("Project"). All American Asphalt will pay Four Thousand Dollars ($4,000) per month for the above referenced use.

BACKGROUND

All American Asphalt is currently under contract with the City of Compton to perform street construction and repairs. The area that the contractor is working on is in the vicinity of the subject site. All American made a request to City staff to use the Property to stage and store its construction equipment and materials for a period of one hundred and eighty (180) working days. The Property is currently vacant and is available for sale by the City.

STATEMENT OF THE ISSUE

The limited license term requested by All American Asphalt is for one hundred and eighty (180) working days commencing August 1, 2022. The City is currently in negotiations with a Developer to purchase the property; however, this proposed Limited License Agreement will expire prior to finalizing the Purchase Sales Agreement.

Staff Report – Resolution Authorizing Limited License Agreement
All American Asphalt
1434 West Compton Boulevard
July 26, 2022

All American Asphalt has agreed to the maintenance of the fence and the placement of screening on the fence surrounding the Property to restrict the view of the site from its surrounding neighbors as well as keep dust to a minimum. The contractor is also responsible for the maintenance and landscaping of the site including the removal of illegal dumping.

Therefore, in order for the City Manager to enter into a one hundred and eighty (180) working day non-exclusive, revocable Limited License Agreement for the Housing Successor Agency ("Agency") owned property at 1434 West Compton Boulevard, Compton, California ("Property"), with All American Asphalt ("All American") for temporary parking and storage of construction equipment and vehicles being used for the construction work and services pursuant to the City's Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2B ("Project"), City Council's authorization is necessary.

ALTERNATIVE

There are no other alternative being recommended at this time.

FISCAL IMPACT

City management negotiated the price with the contractor at $4,000 per month. The price is consistent and comparable to a previously approved City Council rate applied on February 8, 2022. The estimated total revenue is $24,000 based on a monthly rate of $4,000 for a total of six months. The funds will be deposited in the Housing Successor Agency fund under Rents and Concessions in Account No. 1205-000-000-3420.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached resolution authorizing the City Manager to enter into a License Agreement with All American Asphalt to lease certain Housing Successor Agency-owned real property at 1434 West Compton Boulevard for the purpose of temporary parking and storage of equipment and vehicles being used for the construction work and services pursuant to the City's Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2B in the amount of $4,000 a month for one hundred eighty (180) working days.

JOHN D. STRICKLAND, JR, PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT

APPROVED AS TO FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH ALL AMERICAN ASPHALT FOR USE OF CERTAIN HOUSING SUCCESSOR AGENCY-OWNED REAL PROPERTY LOCATED AT 1434 WEST COMPTON BOULEVARD IN THE AMOUNT OF FOUR THOUSAND DOLLARS PER MONTH ($4,000) NOT TO EXCEED ONE HUNDRED AND EIGHTY (180) WORKING DAYS

WHEREAS, the City of Compton Housing Successor Agency ("Agency") owns vacant real property located at 1434 West Compton Boulevard, Compton, California ("Property"); and

WHEREAS, All American Asphalt ("All American") is a construction company currently under contract with the City performing street construction and repair pursuant to the City's Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2B ("Project"); and

WHEREAS, the above noted Project that All American Asphalt is constructing is in the vicinity of the Property and All American Asphalt made a request to the City to use the Property to stage and store its construction equipment and materials for a period of one hundred and eighty (180) working days; and

WHEREAS, the Property is currently vacant and is available for sale by the Agency, thus the Agency can provide All American Asphalt with a non-exclusive, revocable Limited License to use the Property not to exceed one hundred and eighty (180) working days and All American Asphalt is willing to pay the Agency the sum of Four Thousand Dollars ($4,000) per month for temporary use; and

WHEREAS, funds will be deposited to Rents and Concessions in Account No. 1205-000-000-3420; and

WHEREAS, the limited license term requested by All American Asphalt is for one hundred and eighty (180) working days commencing August 1, 2022; and

WHEREAS, the Agency is currently in negotiations with a Developer to purchase the property; however, this proposed Limited License Agreement will expire prior to finalizing the Purchase Sales Agreement; and

WHEREAS, All American Asphalt has agreed to the maintenance of the fence and the placement of screening on the fence surrounding the Property to restrict the view of the site from its surrounding neighbors as well as keep dust to a minimum; and

WHEREAS, the contractor is also responsible for the maintenance and landscaping of the site including the removal of illegal dumping; and

WHEREAS, revenue of $4,000 a month will be received by the City Housing Successor Agency as a result of the Limited License Agreement; and

WHEREAS, funds will be deposited to Rents and Concessions Account No. 1205-000-000-3420; and

WHEREAS, in order for the City Manager to enter into a revocable Limited License Agreement with All American Asphalt for 180 working days in the amount of $4,000 per month, City Council's authorization is necessary.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a temporary License Agreement with All American Asphalt to lease certain Housing Successor Agency-owned property located at 1434 West Compton Boulevard for the sum of $4,000.00 per month for the purpose of temporary parking and storage of All American Asphalt construction equipment and vehicles being used pursuant to the construction work and services on the City's Annual Residential Street Rehabilitation Project, CIP# 18-01, Phase 2B.

Section 2. That the license fees for the Limited License Agreement of the property at 1434 West Compton Boulevard property shall be deposited in Account No. 1205-000-000-3420 (Rents and Concessions).

Section 3. That a certified copy of this resolution shall be filed in the offices of the Executive Director, City Attorney, City Controller, Successor Agency, Public Works Engineering Department and City Clerk.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

LICENSE AGREEMENT
BETWEEN
CITY OF COMPTON HOUSING SUCCESSOR AGENCY
OF THE CITY OF COMPTON
AND
ALL AMERICAN ASPHALT

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") is entered into by and between the **CITY OF COMPTON HOUSING SUCCESSOR AGENCY**, a distinct and separate legal entity from the City of Compton (hereinafter referred to as "Licensor") located at 205 South Willowbrook Avenue, Compton, California 90220, and **ALL AMERICAN ASPHALT** (hereinafter referred to as "Licensee") located at 400 East Sixth Street, Corona, California 92879.

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the land commonly known as 1434 West Compton Boulevard, Compton, California 90220 (the "Property");

WHEREAS, Licensee is a construction company currently under contract with the City of Compton on a Project and desires to use the Licensed Premises, as depicted in "Exhibit A", which is attached hereto and incorporated herein by this reference, for the following purpose: utilization of the Licensed Premises for parking and storage of Licensee's construction equipment and vehicles for the construction work and services on the City of Compton "Annual Residential Street Rehabilitation Project, CIP # 18-01, Phase 2B" (hereinafter the "Permitted Purpose"); and

WHEREAS, Licensor has agreed to grant to Licensee, and Licensee has agreed to accept from Licensor, a limited, non-exclusive, revocable license to enter upon the Property to conduct the Activities in accordance with and subject to the terms and provisions of this Agreement;

WHEREAS, Licensor and Licensee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Activities and Licensee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee do hereby covenant and agree as follows:

1. Term. The term of this Agreement shall be for the period commencing on March 1, 2022 and not to exceed one hundred and eighty (180) working days. This Agreement shall automatically terminate upon its expiration and Licensee hereby waives any and all rights to relocation benefits under California law upon the expiration or earlier termination of this Agreement.

2. Fee. The license fee for this Agreement shall be Four Thousand Dollars ($4,000.00) per month payable monthly in advance to the City of Compton Housing Successor Agency.

3. Use. Licensee may use the Property only for the Activities, and for no other use or purpose.

4. No Improvements or Hazardous Substances. Licensee shall not construct any improvements on the Property or bring onto or use any hazardous substances on the Property without the prior written consent of Licensor. Licensor acknowledge and agrees that Licensee shall have no responsibility or liability for any hazardous materials or contaminated material existing at the Property except for hazardous materials or contaminated materials Licensee brings to the Property and negligently handles.

5. Removal of Personal Property. Upon the expiration or earlier termination of this Agreement, Licensee shall remove all of its personal property from the Property and restore the Property to its condition as of the date hereof.

6. Damage; Indemnity. Licensee expressly agrees as follows: (i) any Activities by or on behalf of Licensee, including, without limitation, the entry by Licensee or Licensee's officers, members, employees, agents or contractors (collectively, "Licensee's Designees") onto the Property in connection with the Activities, shall not damage the Property in any manner whatsoever, (ii) in the event the Property is damaged, altered or disturbed in any manner in connection with the Activities, Licensee shall return the Property to the condition existing prior to the Activities, and (iii) Licensee, to the fullest extent allowed by law, shall indemnify, defend and hold Licensor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever, including, without limitation, attorneys' fees and expenses and court costs suffered, incurred or sustained by Licensor as a result of, by reason of, or in connection with the Activities or the entry by Licensee or Licensee's Designees onto the Property (including, without limitation mechanics liens). The indemnification and defense obligations of Licensee contained herein shall survive the expiration or earlier termination of this Agreement.

7. Permits and Licenses. Licensee, at its sole expense, shall obtain and maintain during the term of this Agreement all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of this Agreement.

8. Insurance. Licensee shall procure and maintain, at its own expense and during the term of this Agreement, a policy of commercial General Liability insurance issued by an insurer reasonably satisfactory to Licensor covering each of the Activities with limits of liability of not less than $1,000,000.00 per occurrence and Automobile insurance with a limit of liability of not less than $1,000,000 for each accident. Licensee shall deliver to Licensor Certificate(s) of Insurance evidencing that such insurance is in full force and effect, and evidencing that Licensor has been named as an additional insured thereunder with respect to the Activities, prior to entering the Property. Additionally, in accordance with the provisions of Section 3700 of the Labor Code, Licensee shall be insured against liability for Workers' Compensation or to undertake self-insurance in compliance with that Code.

9. Successors. This Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

10. Limitations. Licensor does not hereby convey to Licensee any right, title or interest in or to the Property, but merely grants the specific and limited contractual rights and privileges hereinabove set forth.

11. Notices. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and shall be deemed given as of the time of hand delivery to the addresses set forth below, or if sent by United States registered or certified mail, postage prepaid, return receipt requested or nationally recognized overnight mail service (i.e., FedEx), on the date of actual delivery. Unless notice of a different address has been given in accordance with this section, all such notices shall be addressed as follows:

If to Licensor, to:
City of Compton Housing Successor Agency
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

If to Licensee, to:
All American Asphalt
400 East Sixth Street
Corona, California 92879
Attn: Mark Luer, President

12. Assignment. This Agreement may not be assigned by Licensee, in whole or in part.

13. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

14. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Furthermore, executed counterparts of this Agreement may be delivered by emails of pdf documents, and such electronic transmissions shall be valid and binding for all purposes when transmitted to and actually received by the other party. Notwithstanding the foregoing, each party delivering executed documents by email agrees to provide the other party with an original, hard copy of the relevant signed documents promptly after the request of the other party.

15. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

16. Miscellaneous. As part of this Agreement, Licensor has directed Licensee to contact the following agencies in connection with the proposed use of the Property prior to the

commencement of the Activities: (i) the City's Parks and Recreation Department for all necessary fees and procedures; (ii) the Los Angeles County Sheriff's Department to ensure that any security plans for the event are in place; (iii) the City's Building and Safety for any applicable permits; (v) the City's Business License Division for all applicable licenses and permit fees; and (vi) the Compton Fire Department for any emergency medical assistance, if needed.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed and sealed, all the day and year first written above.

ALL AMERICAN ASPHALT
"LICENSEE"

Dated: _____ **By: _____**
Mark Luer, President

CITY OF COMPTON HOUSING SUCCESSOR AGENCY
"LICENSOR"

Dated: _____ **By: _____**
Thomas Thomas, City Manager

Approved as to form:

By: _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

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

July 26, 2022

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **PUBLIC WORKS STREET MAINTENANCE DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM MAJOR LEAGUE INFIELDS INC. TO PROVIDE ANNUAL MAINTENANCE SERVICES FOR THE DODGERS DREAMFIELD AT GONZALES PARK AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FORTY NINE THOUSAND TWO HUNDRED DOLLARS ($49,200)**

SUMMARY

Adoption of this resolution will accept the proposal of Major League Infields, Inc. to provide annual maintenance services for the Dodgers Dreamfield at Gonzales Park and authorizing the City Manager to establish a purchase order in an amount not to exceed Forty-Nine Thousand Two Hundred Dollars ($49,200.)

BACKGROUND

The Los Angeles Dodgers Foundation (LADF) builds Dodgers Dreamfields to give families in neighborhoods across Los Angeles safe havens and points of pride. The addition of revitalized baseball and softball fields contributes to existing green spaces, promotes physical activity and increases opportunities for play in underserved communities.

To-date, the Los Angeles Dodgers Foundation (LADF) has spent $14.9 million dollars building 57 Dodgers Dreamfields and have plans to complete an additional 18 fields to commemorate the 75th anniversary of the Dodgers' move to Los Angeles in 2033.

The LADF boasts the following measurable influences and positive changes:

- 81% Increase in baseball participation
- 61.8% increase in softball participation
- 66.7% increase in overall park usage and programming
- 64% increase in people visiting the park
- 94.7% increase in a positive change in the park's environment, and
- 70% of park directors reported the Dreamfields contributed to a safe park environment.

STATEMENT OF THE ISSUE

The City of Compton received three (3) proposals for baseball field maintenance:

Major League Construction Services:	$4850.00/monthly
Major League Infields, Inc.	$4100,00/monthly
Master Landscape & Maintenance, Inc.	$4600.00/monthly

Major League Infields, Inc. submitted the lowest most responsive proposal for monthly baseball field maintenance. The company will provide maintenance which will include; mow turf once (1) per week, edge/weed once (1) per week and chemically test and treat undesirable vegetation once (1) per month at a cost of $4100.00/monthly ($49,200/annually).

FISCAL IMPACT

This expenditure of Forty-Nine Thousand Two Hundred Dollars is available in the City's Fiscal Year 2022-2023 budget in Public Works Street Maintenance Account 1004-720-000-4266 (Contract Services).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution accepting the proposal of Major League Infields, Inc. and authorize the City Manager to establish a purchase order.

DAMION TIMMONS, STREET SUPERINTENDENT
PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACCEPTING THE PROPOSAL FROM MAJOR LEAGUE INFIELDS INC. TO PROVIDE ANNUAL MAINTENANCE SERVICES FOR THE DODGERS DREAMFIELD AT GONZALES PARK AND AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FORTY NINE THOUSAND TWO HUNDRED DOLLARS ($49,200)

WHEREAS, the Los Angeles Dodgers Foundation (LADF) builds Dodgers Dreamfields to give families in neighborhoods across Los Angeles safe havens and points of pride; and

WHEREAS, the addition of revitalized baseball and softball fields contributes to existing green spaces, promotes physical activity and increases opportunities for play in underserved communities; and

WHEREAS, to-date, the Los Angeles Dodgers Foundation (LADF) has spent $14.9 million dollars building 57 Dodgers Dreamfields; and

WHEREAS, the LADF boasts the following measurable influences and positive changes:

- 81% increase in baseball participation
- 61.8% increase in softball participation
- 66.7% increase in overall park usage and programming
- 64% increase in people visiting the park
- 94.7% increase in a positive change in the park's environment
- 70% of park directors reported the Dreamfields contributed to a safe park environment; and

WHEREAS, the City of Compton received three (3) proposals for baseball field maintenance:

- Major League Construction Services: $4850.00/monthly
- Major league Infields, Inc. $4100,00/monthly
- Master Landscape & Maintenance, Inc. $4600.00/monthly

WHEREAS, Major League Infields, Inc. submitted the lowest most responsive proposal for monthly baseball field maintenance; and

WHEREAS, the company will provide maintenance which will include; mow turf once (1) per week, edge/weed once (1) per week and chemically test and treat undesirable vegetation once (1) per month at a cost of $4100.00/monthly ($49,200 annually); and

WHEREAS, this expenditure of Forty-Nine Thousand Two Hundred Dollars is available in the City's Fiscal Year 2022-2023 budget in Public Works Street Maintenance Account 1004-720-000-4266 (Contract Services).

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

Section 1. That the City Manager is hereby authorized to accept the proposal of Major League Infields Inc. for baseball field maintenance of the Dodgers Dreamfield at Gonzales Park.

Section 2. That the City Manager is hereby authorized to establish a purchase order in the amount of Forty-Nine Thousand Two Hundred Dollars ($49,200) available in the City's 2022-2023 FY budget in Public Works Street Maintenance Account 1004-700-4269 (Contract Services).

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

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2022.

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

Major League Infields, Inc.
Landscape Contractor—License No. 992473
D.I.R. Registration No. 1000015255
508 E. Chapman Ave.
Fullerton, California 92632
(818) 355-2167 and (818) 355-2169

PROPOSAL/CONTRACT
April 7, 2022

Client and Client Billing Address:

Jon Mosier, President
Landmark Sports, Inc.
6341 Fairgrounds Ave., Suite 100
Windsor, CO 80550

Job Address:

Gonzales Park
1101 West Cressey St.
Compton, CA 90220

Job Specifications-Dodgers Dream Field Maintenance:

Mow Turf:
Using a Fairway Rel Mower one (1) time each week, cut all turf to a height of 1". Clean up and dispose of all clippings and unwanted debris. **Price includes labor, equipment and disposal.**

Edge and Weed:
Using a gas-powered edger one (1) time each week, edge all perimeter borders where turf meets infield mix and hardscapes. Where necessary, vegetation will be removed from infield mix and hardscape areas using a sod cutter and hand tools. **Price includes all labor and equipment.**

Chemically Treat Undesired Vegetation:
On one (1) occasion each month, spray Roundup and Speed Zone chemicals to control all undesirable vegetation. **Price includes chemical materials and labor.**

UNITS	UNIT PRICE	EXT. PRICE
1	$ 2,100.00	$2,100.00
1	$ 1,500.00	$1,500.00
1	$ 500.00	$ 500.00
	Total	$4,100.00

Notes:
* Work schedule to be coordinated with Client and designated City staff.
* Client shall be responsible for marking valve boxes and sprinkler heads prior to commencement.

Payment Terms:
Terms shall be Net 30 upon invoice subsequent to completion and acceptance of the work.

Entire Contract and Change Orders:
The above listed "Job Specifications" include the entire Contract and no other discussions or agreements, either verbal or written shall be binding. Any deviation or alteration from the above Job Specifications involving extra cost of material, labor or equipment will only be performed upon written Change Order for same and will become an extra charge over the sum mentioned in this Contract. All Agreements must be made in writing.

The client hereby accepts this Proposal and enters into a Contract as set forth above. The above specifications, prices and conditions are satisfactory and hereby accepted. The Contractor is authorized to do the work as specified. Payment will be made as outlined above.

For the Client:

By: Jon Mosier, Authorized Agent
Landmark Sports, Inc.

For the Contractor:

By: Patrick L. May
Vice President

Major League Construction Services
A Division of Major League Softball, Inc.
Landscape Contractor—License No. 845268
621 E. Walnut Avenue.
Burbank, California 91501
(818) 559-8787 Ext. 5

PROPOSAL/CONTRACT
April 8, 2022

Client and Client Billing Address:

Jon Mosier, President
Landmark Sports, Inc.
6341 Fairgrounds Ave., Suite 100
Windsor, CO 80550

Job Address:

Gonzales Park
1101 West Cressey St.
Compton, CA 90220

Job Specifications-Dodgers Dream Field Maintenance:

Mow Turf:
Using a Fairway Rel Mower one (1) time each week, cut all turf to a height of 1". Clean up and dispose of all clippings and unwanted debris. Price includes labor, equipment and disposal.

Edge and Weed:
Using a gas-powered edger one (1) time each week, edge all perimeter borders where turf meets infield mix and hardscapes. Where necessary, vegetation will be removed from infield mix and hardscape areas using a sod cutter and hand tools. Price includes all labor and equipment.

Chemically Treat Undesired Vegetation:
On one (1) occasion each month, spray Roundup and Speed Zone chemicals to control all undesirable vegetation. Price includes chemical materials and labor.

UNITS	UNIT PRICE	EXT. PRICE
1	$ 2,600.00	$2,600.00
1	$ 1,750.00	$1,750.00
1	$ 500.00	$ 500.00
	Total	$4,850.00

Notes:
* Work schedule to be coordinated with Client and designated City staff.
* Client shall be responsible for marking valve boxes and sprinkler heads prior to commencement.

Payment Terms:
Terms shall be Net 30 upon invoice subsequent to completion and acceptance of the work.

Entire Contract and Change Orders:
The above listed "Job Specifications" include the entire Contract and no other discussions or agreements, either verbal or written shall be binding. Any deviation or alteration from the above Job Specifications involving extra cost of material, labor or equipment will only be performed upon written Change Order for same and will become an extra charge over the sum mentioned in this Contract. All Agreements must be made in writing.

The client hereby accepts this Proposal and enters into a Contract as set forth above. The above specifications, prices and conditions are satisfactory and hereby accepted. The Contractor is authorized to do the work as specified. Payment will be made as outlined above.

For the Client:

By: Jon Mosier, Authorized Agent
Landmark Sports, Inc.

For the Contractor:

By: David R. Johnson
President

Master Landscape & Maintenance, Inc.

14600 Goldenwest Street, Ste 210
Westminster, CA 92683
Tel: (714) 531-0549 Fax: (714) 673-4816

April 12, 2022

Jon Mosier, President
Landmark Sports, Inc.
6341 Fairgrounds Ave., Suite 100
Windsor, CO 80550

Dear Mr. Mosier:

Thank you for the opportunity to submit this proposal for field maintenance services at the fields at Gonzales Park in Compton.

Mow Turf:
Mow the infield/outfield turf on the three baseball fields one time per week. The price includes all equipment, labor and cleanup.
Price for Mowing $2,500.00

Edging and Weeding:
In all turf and hardscape areas adjacent to turf, trim all borders one (1) time per week. The price includes all equipment, labor and cleanup.
Price for Edging and Weeding $1,600.00

Chemically Treat Undesired Vegetation
Spray Round and Speed Zone one (1) time monthly.
Price for Chemical Treatments $500.00

Prices include all equipment, labor, chemicals and dump/disposal fees. If you have any questions or comments, please do not hesitate to contact me at (714) 531-0549 office, (714) 673-4816 fax, or (714) 448-0305 cellular voice mail.

Grand Monthly Total $4,600.00

Sincerely,

Robert D. Whitecotton
Master Landscape and Maintenance, Inc.
C-27 Landscape Contractors License No. 830979
DIR Registration No. 1000018806
ISA Certified Arborist (WC-3442)
NALP Irrigation Certified Irrigation (ex 12-31-22)
Qualified pesticide applicator (QL37584)

SERVICES CONTRACT
BETWEEN
MAJOR LEAGUE INFIELDS, INC.
AND
CITY OF COMPTON

This **CONTRACT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **Major League Infields, Inc. (**hereinafter referred to as "**CONTRACTOR")** located at 2510 North Grand Avenue, Suite 110, Santa Ana, California 92705, pursuant to Resolution No. _____, adopted by the City Council on _____.

WITNESSETH:

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

1. Services to be Performed by Contractor. The Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing regularly scheduled maintenance of the Dodger Dreamfield at Gonzales Park 1500 E. Rosecrans Avenue Compton.

A. Dodger Dreamfield – Gonzales Park

Weekly Services:

- **Mow Turf**: Using a Fairway Rel Mower one (1) time each week, cut all turf to a height of 1". Clean up and dispose of all clippings and unwanted debris. **Price includes labor, equipment and disposal.**

- **Edge and Weed:** Using a gas-powered edger one (1) time each week, edge all perimeter borders where turf meets infield mix and hardscapes. Where necessary, vegetation will be removed from infield mix and hardscape areas using a sod cutter and hand tools. **Price includes all labor and equipment.**

Monthly Services:

- **Chemically Treat Undesired Vegetation:** On one (1) occasion each month, spray Roundup and Speed Zone chemicals to control all undesirable vegetation. **Price includes chemical materials and labor.**

Contractor will be responsible for the professional quality, technical accuracy and coordination of the work. Contractor will, without additional compensation, correct or revise any errors or deficiencies in the work. Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense (except chemicals, to be provided by City), as are necessary to perform and complete the work in a good worker-like and substantial manner and to the satisfaction of the City**.**

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical work, materials, tools, equipment, transportation, telephone, etc. *(except for those items that go beyond the scope of work specified above or that the City expressly agrees to provide or perform)*, used by Contractor in connection with the work.

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

its employees and subcontractors, if any, and will keep the services under its control.

1.1 Key Personnel.

.a Contractor's Representative. Contractor hereby designates **Patrick L. May, Vice President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

.b City's Representative. City hereby designates the **Damion Timmons, Street Superintendent** or his/her designated representative as City's Representative for this Contract.

2. Term of Contract. The term of this Contract shall be effective Fiscal Year 2022-2023 from July 1, 2022 through June 30, 2023, unless this Contract is extended or terminated as provided herein. Time is of the essence in performance of the services pursuant to this Contract.

3. Compensation.

The method of payment for this Contract shall be based on the following agreed monthly rates for services rendered.

- Weekly/Monthly maintenance services Dodger Dreamfield at Gonzales Park $4100. per month. Rates will be prorated for any month that full services are not performed.

The services to be performed by the Contractor shall be weekly and/or monthly for the term of this Contract. Services performed are for labor, equipment and chemicals. The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized by written approval by the City and Contractor.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for services rendered during the period reflected in the invoice. Contractor's invoice(s) shall be delivered or mailed to the **Damion Timmons, Street Superintendent** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

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

4. Safety.

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

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

. a Employees and all other persons at the location where services are rendered (Dreamfield at Gonzales Park ("Site");

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

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

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

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

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

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

5. Indemnity. Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

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

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

6.1 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor

under the terms of the Contract. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

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

.a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Commercial General Liability, Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

.b Automobile Liability: Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Automobile Liability Insurance, ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

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

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

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

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

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

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

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

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

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

(1) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives

all rights of subrogation against the indemnified parties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by

Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

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

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

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

Contractor:
Major League Infield, Inc.
508 E. Chapman Avenue
Fullerton, California 92632
Attn: Patrick L. May, Vice President
(818) 355-2167
(818) 355-2169

City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Damion Timmons, Street Superintendent
(310) 605-5691
(310) 609-1753 – fax.

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

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

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

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

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

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

20. Governing Law, Jurisdiction and Venue. This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

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

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

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

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

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

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

MAJOR LEAGUE INFIELDS, INC.
CONTRACTOR

Dated: _____ **By _____**

Patrick L, May, Vice President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Damion Timmons, Street Superintendent

Approved by:

Dated: _____ **By_____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

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

July 5, 2022

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

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

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

Location: Long Beach, CA

Meeting Date: September 7, 2022 thru September 9, 2022

Approximate Cost: Registration: $650 (Per attendee)
Hotel: N/A
Transportation: N/A
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the League of California Cities Annual Conference and Expo is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

THOMAS THOMAS
CITY MANAGER

JULY 26, 2022

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE TRACT MAP NO. 83696 (SUB 21-003) A REQUEST BY THE WIN PROJECT TO CREATE FIVE REDUCED SIZED LOW DENSITY RESIDENTIAL LOTS ON A 15,863 SQUARE FOOT SITE LOCATED AT 1716 E. ROSECRANS AVENUE

SUMMARY

The WIN Project is requesting approval of Tentative Tract Map 83696 to create five reduced sized Low Density Residential lots from two existing Successor Agency owned lots totaling 15,863 square feet (.364-acre).

BACKGROUND

On June 8, 2022, the Planning Commission held a public hearing on the above-listed request. After due consideration, the Planning Commission did not recommend approval to the City Council for Tentative Tract Map No. 83696. Tentative Tract Maps, (subdivisions) are approved or denied by the City Council; however, the Planning Commission must first hold a public hearing. However, the Planning Commission does not approve or deny subdivisions, but only issues a recommendation to the City Council to approve or deny the Tentative Tract Map.

STATEMENT OF THE ISSUE

The subject site on Rosecrans Avenue is a vacant successor agency owned property, which has been unused for decades. The applicant is proposing to create five Low Density Residential lots for five affordable single-family detached homes. The lots range in size from 3,020 square feet to 3,746 square feet. The proposed lot widths range from 25 to 37.56 feet and have a lot depth of 110 feet. The zoning code required minimum size for single-family lots is 5,000 square feet with a width of 50 feet and depth of 100 feet.

However, the applicant is invoking the provisions of AB 1763 and therefore does not require any Variances for the reduced size lots. AB1763 allows projects that are proposing 100% affordable housing to have administrative review, an 80% density bonus and four concessions (variances). The applicant is utilizing two of the concessions for reduced lot width and lot area. Therefore, the proposed five lots can be smaller than the typical Low Density Residential lot.

The applicant has already submitted an ARB application to develop five affordable detached single-family homes, which has been reviewed by staff and received preliminary approval pending approval of the subdivision (Tentative Tract Map 83696). The homes proposed are all two story with contemporary materials, architecture, five-foot front yard fences and two-car detached garages.

The project is categorically exempt in accordance with Section 15332 of the State CEQA Guidelines (Class 32 – In Fill projects). Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.(a) The project is consistent with the applicable

general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.(c) The project site has no value, as habitat for endangered, rare or threatened species.(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.(e) The site can be adequately served by all required utilities and public services.

FINANCIAL IMPACT

None. No City funds will be used for this project. The project will result in the sale of two Successor Agency lots for private development.

RECOMMENDATION

Staff recommends approval of Subdivision Case No. 2021-003 (Tentative Tract Map No. 83696) subject to the conditions of approval.

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING TENTATIVE TRACT MAP NO. 83696 (SUB 21-003) A REQUEST BY THE WIN PROJECT TO CREATE FIVE REDUCED SIZED LOW DENSITY RESIDENTIAL LOTS ON A 15,863 SQUARE FOOT SITE LOCATED AT 1716 EAST ROSECRANS AVENUE

WHEREAS, the WIN Project Company has made application for a Tentative Tract Map in accordance with Section 28 of the Compton Municipal Code a request to create five reduced sized Low Density Residential lots in the City of Compton, legally described as follows:

APN'S: 6184-002-901 & 902; located at 1716 E Rosecrans Avenue; and

WHEREAS, the Tentative Tract Map must be processed in accordance with Chapter 28 of the Compton Municipal Code (C.M.C.) and the State of California Subdivision Map Act; and

WHEREAS, all environmental documents were processed in accordance with the California Environmental Quality Act (CEQA) (Public Resources Code, Division 13 §21000 et seq.; and

WHEREAS, the project is categorically exempt in accordance with Section 15332 of the State CEQA Guidelines (Class 32 – In Fill projects). Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section; and

WHEREAS, this case was also properly noticed in accordance with California Government Code 65090 and 65091; and

WHEREAS, a public hearing upon said request for a Tentative Tract Map was held before the Planning Commission on June 8, 2022 and the Planning Commission did not recommend approval; and

WHEREAS, evidence was heard from all persons interested in effecting said Tentative Tract Map 83696 and all persons protesting same, and the City Council being fully informed,

WHEREAS, a public hearing upon said request for Tentative Tract Map 83696 Subdivision Case No. 21-003 was held before the City of Compton City Council on July 19, 2022; and

WHEREAS, the City Council being fully informed:

F I N D S

1. That the proposed subdivision for single family residential purposes will substantially comply with the Mixed Use General Plan land use designation and Limited Commercial zoning classification as mixed use units.
2. That the project conforms to the State Subdivision Map Act and the State Seismic Hazards Mapping Act (SHMA) of 1999 and Chapter 28 of the Compton Municipal Code.
3. That the proposed subdivision for single family residential will be located on a site that is physically suitable for residential development and will eliminate blight as well as provide five affordable single family housing units.

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

Section 1. That the City Council approves Tentative Tract Map No. 83696, a request to create five reduced size Low Density Residential lots for the properties located at 1716 E Rosecrans Avenue, Compton, subject to the following conditions:

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, the park fee, in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of building permits for the units.

2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. That each unit shall have individually metered separate utility service (i.e. electric, water, gas, etc.).
4. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Rosecrans Ave. and Bradfield required and directed by the Public Works Director.
5. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to submittal of Final Map.
6. That a plan for providing water service to the subdivision, including all necessary easements and meter locations, shall be submitted to and approved by the Public Works and Water Departments concurrent with submission of the Final Map. Water lines, including any required upgrades shall be built to City standards.
7. That prior to the issuance of Building permits, a plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the City Engineer and that the sewer lines, including upgrades shall be built to City standards.
8. The elevations of all building pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
9. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
10. That Tentative Parcel Map No. 83696 shall expire 24 months after City Council approval unless a Final Map is approved and recorded, except as provided under the provisions of California Government Code Section 66452.6 unless extended an additional 24 months as provided for in SB 9. The subdivision proposed by Tentative Parcel Map No.83696 shall not be effective until such time that a final map is recorded.
11. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code.
12. That the Final Map shall be approved by City Council and recorded prior to issuance of grading permits excluding all model units. That model building construction and associated utilities install can occur prior to final map recordation.
13. That a copy of the Final Map and copies of all improvement plans (hardcopy and digital) shall be submitted to the Planning Department and Public Works Department for inclusion in project files prior to approval of the Final Map by the City Engineer.
14. If an archaeological resource is encountered during ground-disturbing activities, work within 50 feet of the find must halt and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology must be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation may be warranted.
    The on-site monitoring shall end when the project site excavation activities are completed, or sooner if the archaeologist indicates that the site has a low potential for archeological resources. During monitoring, the archaeologist shall complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. Following completion of monitoring, the archaeologist shall prepare a summary memorandum of finds, their significance under CEQA and their disposition. (*Note: The California Historical Resources Information System contains a listing of qualified archaeologists at www.chrisinfo.org.)
15. The discovery of human remains is always a possibility during ground-disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the county coroner must be notified immediately. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.
16. If potential Native American resources are uncovered during grading, the applicant shall be required to halt work within 50 feet of the find, inform the Director of Community Development or his/her designee immediately and retain a qualified professional archaeologist and an experienced and certified Native American monitor of Gabrieleño

heritage to examine the material to determine whether it is a “unique cultural resource” as defined in Section 21083.2 (g) of the State CEQA Statues. If this determination is positive, the scientifically consequential information shall be fully recovered by the archaeologist and Native American monitor. Work may continue outside the area of the find. However, no further work shall occur in theimmediate location of the find until all information recovery has been completed and a report concerning same filed with the County, a designated repository as appropriate and made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the Project area.

17. All onsite construction shall occur only during the hours of 7:00 AM to 7:00 PM Monday through Saturday.
18. That prior to the issuance of Building permits, stationary construction noise sources such as generators or pumps should be located as far as feasibly possible from any existing adjacent residential units.
19. That prior to the issuance of Building permits, construction staging areas should be located as far as feasibly possible from any adjacent sensitive residential land uses.
20. During construction, the contactor shall ensure all construction equipment is equipped with appropriate noise attenuating devices.
21. Equipment shall be maintained so that vehicles and their loads are secured from rattling and banging
22. Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible
23. Prior to any lane closure or detour, the developer shall submit a Construction Traffic Management Plan per the California M.U.T.C.D. for review and approval by the City Engineer. The plan shall include, but not be limited to, signing, truck routes per the City of Compton Approved Truck Route Map (Figure C-4 of the General Plan Visions 2010), and construction hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday per the Municipal Code section 17-12.22 Section 7-12. 22 – Construction or Repairing of Buildings, Pile Drivers, Hoists, Steam Shovels of the City of Compton Municipal Code.
24. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
25. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
26. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City Public Works/Municipal Utilities Department.
27. Prior to the issuance of the building permits, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, fire lanes, on-site fire hydrants, fire escapes, fire alarms etc.
28. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
29. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.
30. That the residents of each unit shall use their garage for onsite resident parking and shall not parking in the driveway. The onsite garage of each unit shall remain free at all times of any obstruction or materials preventing the parking of two full sized personal vehicles.

Section 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this resolution or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this resolution shall remain in full force and effect.

Section 3. That this resolution approving Tentative Tract Map 83696 for the property located at 1716 E Rosecrans Avenue is APPROVED and shall be in immediate full force after the date of its final passage and adoption by the City Council.

Section 4. That a copy of this resolution shall be filed in the offices of the City Clerk, Building & Safety and Community Development Department (Planning).

Section 5. The Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

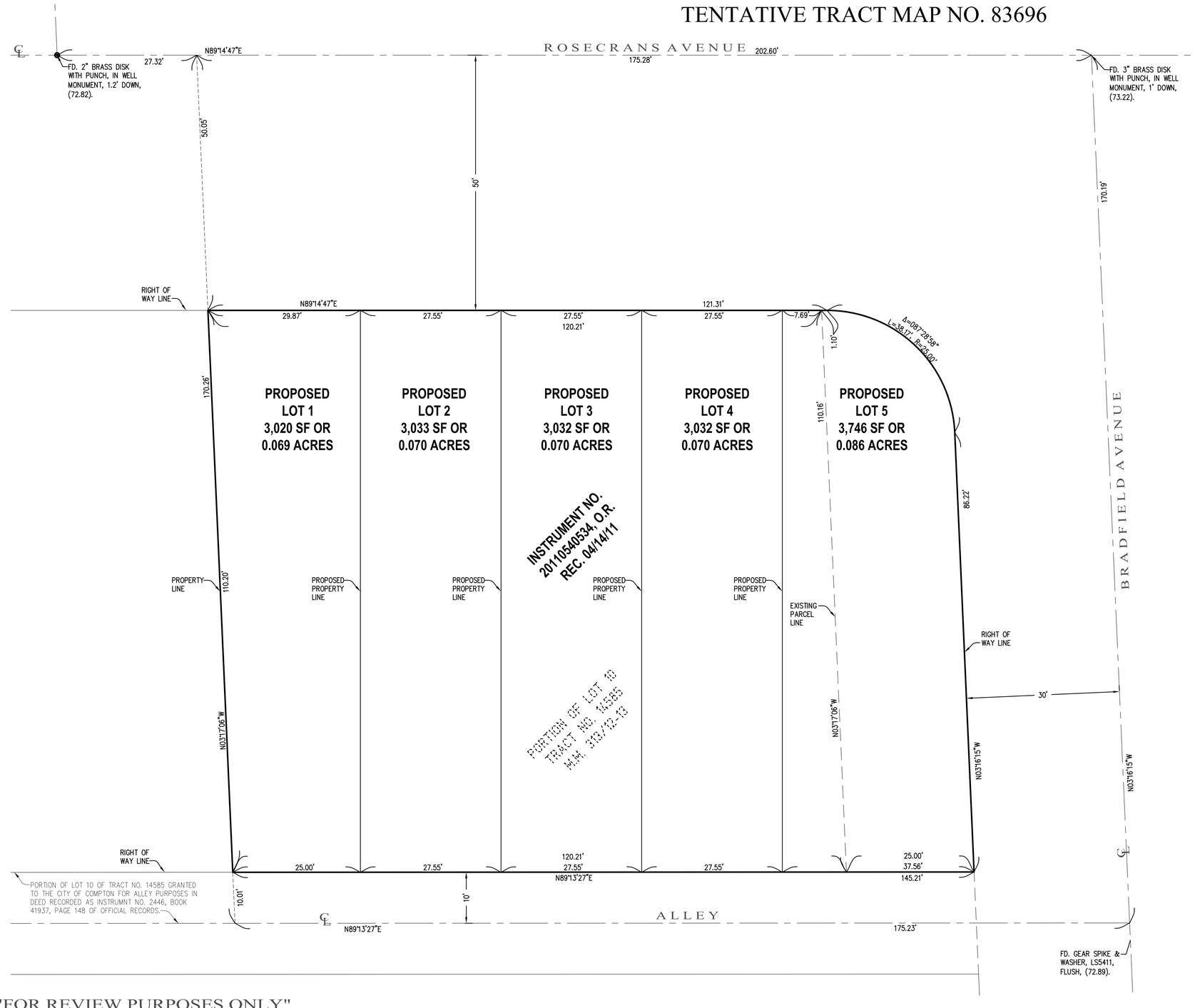
I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

TENTATIVE TRACT MAP NO. 83696



VICINITY MAP
N.T.S

BASIS OF BEARINGS:

THE CENTERLINE OF BRADFIELD AVENUE BEING N03°16'15"W AS SHOWN ON TRACT NO. 14585, BOOK 313, PAGES 12–13 OF MAP BOOKS, AS FILED IN THE COUNTY OF LOS ANGELES RECORDER'S OFFICE.

COUNTY BENCHMARK:

DESIGNATION: PY10790

L&T IN E CB 2FT S/O BCR @ SE COR ROSECRANS AVE & BRADFIELD AVE (TO THE S)

DATUM: NAVD88
ELEVATION: 74.082'
QUAD YEAR: 2013

GENERAL PLAN LAND USE:

MIXED USE/LIMITED COMMERCIAL/HIGH DENSITY RESIDENTIAL ZONE.

FLOOD ZONE:

FEMA MAP NO. 06037C1815F
CITY OF COMPTON, 060111
FLOOD ZONE: ZONE X
DATED: SEPTEMBER 26, 2008

PROPERTY AREA:

15,863 SQUARE FEET OR 0.364 ACRES.

TITLE EASEMENTS:

NO EXISTING TITLE EASEMENTS TO PLOT PER PRELIMINARY TITLE REPORT PREPARED BY NORTH AMERICAN TITLE COMPANY AND DATED OCTOBER 29, 2021.

OWNER/SUBDIVIDER:

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, A PUBLIC BODY, CORPORATE AND POLITIC.

UTILITY PROVIDERS:

WATER	CITY OF COMPTON	310–605–5524.
SEWER	CITY OF COMPTON	310–605–5524.
ELECTRICITY	SOUTHERN CALIFORNIA EDISON	800–611–1911.
GAS	SOCALGAS	800–427–2200.

LEGAL DESCRIPTION:

THAT PORTION OF LOT 10 OF TRACT NO. 14585, IN THE CITY OF COMPTON, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 313, PAGES 12 & 13 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING NORTHERLY OF THE NORTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO THE CITY OF COMPTON, RECORDED ON JUNE 10, 1953 AS INSTRUMENT NO. 2446 IN BOOK 41937, PAGE 148, OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

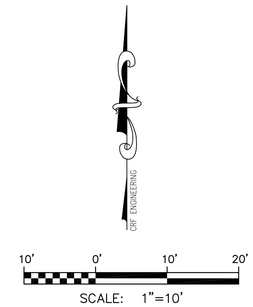
EXCEPT THEREFROM THE WESTERLY 105 FEET OF SAID LAND.

APN: 6184–002–901 & 902

EXISTING ZONING:

INFORMATION PROVIDED PER CITY OF COMPTON MUNICIPAL CODE, SECTION 30–12.4 PROPERTY DEVELOPMENT STANDARDS (C–L)
CL – LIMITED COMMERCIAL.

MINIMUM LOT SIZE:	10,000 SF
MINIMUM LOT WIDTH:	70 FEET
MAXIMUM BUILDING HEIGHT:	75 FEET ABOVE GRADE
FRONT YARD SETBACK:	10 FEET
SIDE YARD SETBACK:	10 FEET ABUTTING STREET
REAR YARD SETBACK:	10 FEET ABUTTING RESIDENTIAL ZONE



"FOR REVIEW PURPOSES ONLY"

PREPARED BY:
CRF ENGINEERING
CIVIL ENGINEERING ♦ LAND SURVEYING ♦ NPDES COMPLIANCE
6782 Stanton Avenue, Suite A, ♦ Buena Park, California, 90621.
T: 714.522.2266 ♦ F: 714.752.5384 ♦ www.CRFengineering.com

PREPARED FOR:
THE WIN PROJECT
MS. REGINA YOUNG
P: 323–377–6501
E: WIN@THEWINPROJECT.ORG

PROJECT MANAGER:
MR. PAUL REYES–FOURNIER
EDUCATIONAL AND CONSULTING SERVICES
P: 909

PROJECT MANAGER:
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ARCHITECT:
OFFICE42 ARCHITECTURE
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LOS ANGELES, CA. 90065.
P: 323–352–8982
C: 213–952–2375
E: BRAGLE@O42ARCH.COM

TENTATIVE TRACT MAP NO. 83696

1716 EAST ROSECRANS AVENUE
COMPTON, CALIFORNIA, 90221.

REGISTERED PROFESSIONAL ENGINEER
CESAR R. RAMIREZ
No. 78100
CIVIL
STATE OF CALIFORNIA

Printed:	05-03-2022
Date Surveyed:	11-19-2021
Project Number:	21-212
Surveyed By:	Z.V./R.A.
Drafted By:	U.L.
Checked By:	

- ☐ Design Development
- ☐ Progress Const. Docs.
- ■ City Submittal
- ☐ Bid Package
- ☐ Construction Issue
- ☐ Record Drawings
- ☐ Construction Staking

SHEET : 1 OF 1 SHEET

CITY OF COMPTON

ZONING MAP

Tentative Tract Map No. 83696
1716 E. Rosecrans Ave.
APNs: 6184-002-901 and 6184-002-902

Legend

- City Limits
- parcels
- RA - Residential Agriculture
- RL - Low Density Residential
- RM - Medium Density Residential
- RH - High Density Residential
- P - Parking
- PRL - Parking/Low Density Residential
- PRM - Parking/Medium Density Residential
- PRH - Parking/High Density Residential
- CL - Limited Commercial
- CM - Commercial Manufacturing
- ML - Limited Manufacturing
- MH - Heavy Manufacturing
- B - Buffer
- LAC - Los Angeles County
- UNZONED

N

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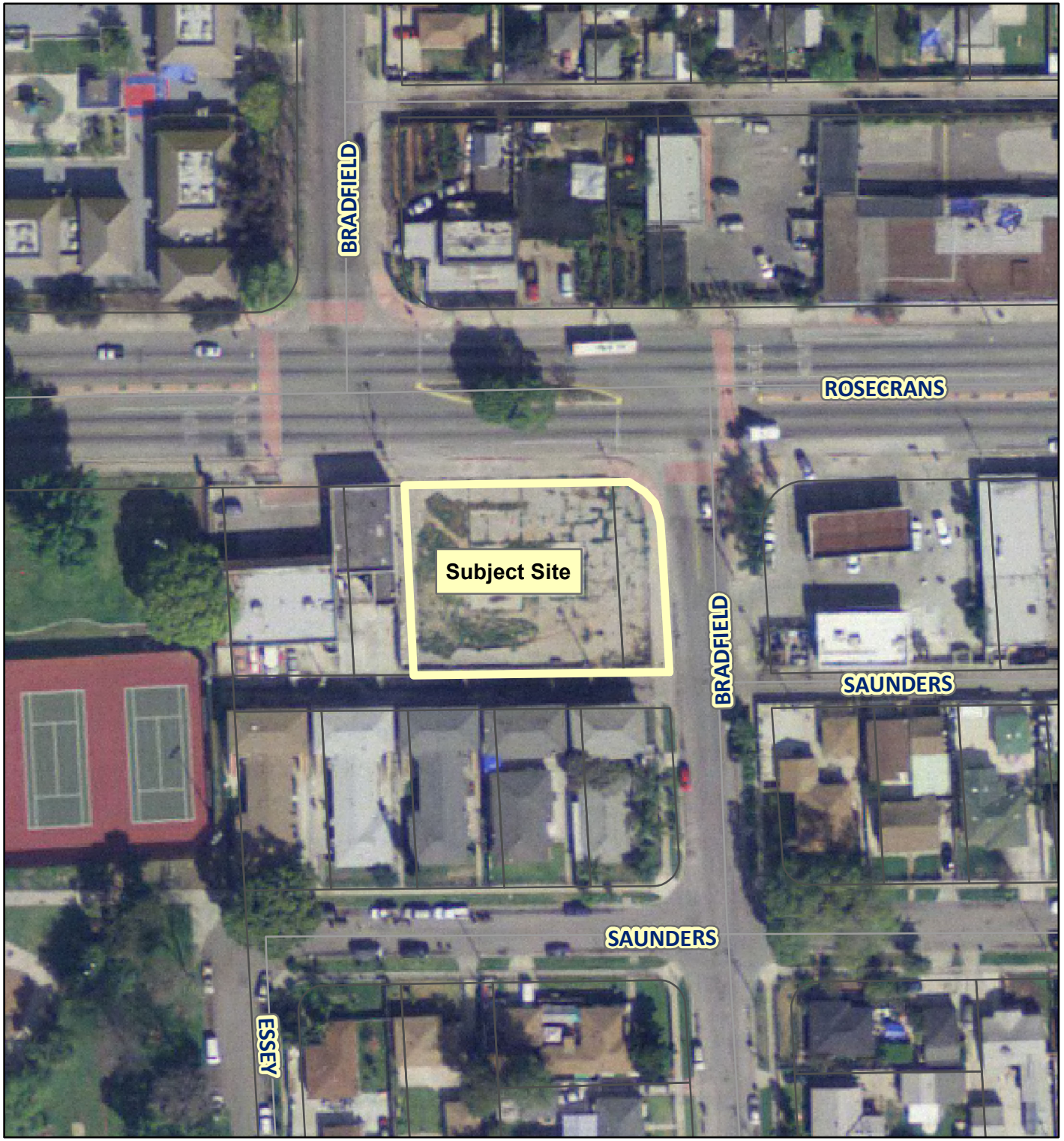

CITY OF COMPTON

AERIAL MAP

Tentative Tract Map No. 83696
1716 E. Rosecrans Ave.
APNs: 6184-002-901 and 6184-002-902

Legend

City Limits

parcels

N

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CITY OF COMPTON

GENERAL PLAN MAP

Tentative Tract Map No. 83696
1716 E. Rosecrans Ave.
APNs: 6184-002-901 and 6184-002-902

Legend

- City Limits
- parcels
- Low Density Residential <8.0 du/ac
- Medium Density Residential 8.1-17.0 du/ac
- High Density Residential 17.1-34.0 du/ac
- General Commercial
- Mixed Use
- Industrial
- Open Space/Parks
- Public/Quasi-Public
- Transportation

N

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ITEM 3A

Community Development Department
205 S. Willowbrook Ave., Compton, CA 90220 (310) 605-5532 Fax: (310) 761-1488 www.comptoncity.org

-

STAFF REPORT

CASE NO(S).	**TENTATIVE TRACT MAP CASE NO. 21-003 (TTM83696)**
LOCATION	**1716 E. ROSECRANS AVENUE. APN: 6184-002-901 & 902**
REQUEST	**TENTATIVE TRACT MAP APPROVAL TO CREATE FIVE REDUCED SIZED LOW DENSITY RESIDENTIAL LOTS ON A 15,863 SQUARE FOOT SITE OWNED BY THE SUCCESSOR AGENCY**
HEARING DATE	**JUNE 8, 2022**

Applicant:
WIN Project
Regina Young
2945 Westwood Blvd.
Los Angeles, CA. 90064

Requested Action/Project Description
The WIN Project is requesting approval of a minor subdivision to create five reduced sized Low Density Residential lots for detached single family homes from two existing Successor Agency owned lots. The rectangular shaped site consists of two lots, one containing 2,620 square feet and a larger lot containing 13,300 square feet and having a combined total 15,863 square feet, (.364-acre).

Location
The subject site is located on the southwest corner of Rosecrans Avenue and Bradfield Avenue.

Zoning and Land Use
The area surrounding the subject site is developed residentially on the south and commercially on the west, east and north sides.

SUMMARY	Project Site	North	South	East	West
Existing General Plan	Mixed Use	Mixed Use	Low Density Residential (LDR)	Mixed Use	Mixed Use
Existing Zoning	Limited Commercial	Limited Commercial	High Density Residential/Parking (HDR)	Limited Commercial	Limited Commercial

Existing Land Use	Vacant	Commercial	Multi-Family Residential	Commercial	Commercial

Background
The site consists of two vacant lots owned by the Housing Successor Agency. The site has been unused for decades.

ANALYSIS
The subject site is a vacant successor agency owned property fronting on Rosecrans Avenue that the applicant is proposing to develop into five low density residential lots for affordable single-family detached homes. The lots range in size from 3, 020 square feet to 3, 746 square feet. The proposed lot widths range from 25 to 37.56 feet and have a lot depth of 110 feet. The typical size for single family lots is 5,000 square feet and a width of 50 feet.

However, the applicant is invoking the provisions of AB 1763. Although, the proposed lot widths and lot areas are below the code minimum, they do not require any Variances because the project is being developed under AB 1763. AB1763 allows projects that are proposing 100% affordable housing to have administrative review, an 80% density bonus and four concessions. The applicant is utilizing two of the concessions reduced lot width and lot area. Therefore, the lots can be less the typical low density residential lots.

The applicant has submitted an ARB application to develop five detached single family homes, which has been reviewed by staff and received preliminary approval pending approval of the subdivision. The homes proposed are all two story with contemporary materials, architecture, five foot front yard fences and two-car detached garages.

Environmental Review:
The project is categorically exempt in accordance with Section 15332 of the State CEQA Guidelines (Class 32 – In Fill projects). Class 32 consists of projects characterized as in-fill development meeting the conditions described in this section.(a) The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.(b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.(c) The project site has no value, as habitat for endangered, rare or threatened species.(d) Approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality.(e) The site can be adequately served by all required utilities and public services.

NOTICING
This case was properly noticed in accordance with California Government Code 65352, 65353 and 65090, Public Resources Code, Division 13 §21000 et seq. and Compton Municipal Code Sections 30-26 and 30-28. The environmental document properly noticed in accordance with CEQA requirements. Public hearing notices were sent to both owners and occupants within a 500-foot radius on May 19, 2022.

RECOMMENDATION
Staff recommends that the Planning Commission recommend approval to the City Council of the proposed Tentative Tract Map 83696, Subdivision Case No. 21-003

FINDINGS FOR AN APPROVAL RECOMMENDATION OF TENTATIVE TRACT MAP NO. 83696:

1. That the proposed subdivision for single family residential purposes will substantially comply with the Mixed Use General Plan land use designation and Limited Commercial zoning classification as mixed use live work units.
2. That the project conforms to the State Subdivision Map Act and the State Seismic Hazards Mapping Act (SHMA) of 1999 and Chapter 28 of the Compton Municipal Code.
3. That the proposed subdivision for single family residential will be located on a site that is physically suitable for residential development and will eliminate blight as well as provide five affordable single family housing units.

Conditions of Approval Tentative Tract Map 83696

1. That in accordance with Section 28.4.23 of the Compton Municipal Code, the park fee, in lieu of dedication of land, shall be allocated to the Department of Parks and Recreation in an amount equal to 5.3% of the fair market value of the land comprising the subdivision. That said fees shall be payable prior to issuance of building permits for the units.
2. That the applicant and/or developer shall file with the City all deposits and bonds as the City Engineer and/or City Building Official determines as necessary to comply with Section 28-11 of the Compton Municipal Code.
3. That each unit shall have individually metered separate utility service (i.e. electric, water, gas, etc.).
4. That the applicant and/or developer shall replace and/or repair sidewalks, curbs, gutters or parkways located adjacent to the subject site along Rosecrans Ave. and Bradfield required and directed by the Public Works Director.
5. That grading, drainage, and hydrology plans, as required by Public Works Department, shall be submitted to and approved by the City Engineer prior to submittal of Final Map.
6. That a plan for providing water service to the subdivision, including all necessary easements and meter locations, shall be submitted to and approved by the Public Works and Water Departments concurrent with submission of the Final Map. Water lines, including any required upgrades shall be built to City standards.
7. That prior to the issuance of Building permits, a plan for providing sewer service to the subdivision including all necessary easements and sewer line upgrades, shall be submitted to and approved by the City Engineer and that the sewer lines, including upgrades shall be built to City standards.
8. The elevations of all building pad(s) shall be above the flood level per the current L.A. CO. Flood Control Districts requirements [LACFCD]. Submit Hydrology/Hydraulics Analysis in compliance with the L.A.C.F.C.D.'s requirements for review/approval by the City.
9. The proposed development shall comply with all applicable state or federal laws and regulations including but not limited to National Pollutant Discharge Elimination System NPDES [LID, SUSMP, etc] requirements.
10. That prior to the issuance of building permits the City of Compton Fire Department shall ensure the development conforms to the following but not limited to: fire hydrants, and fire lanes etc.
11. That the number, spacing, and location of all required fire hydrants shall be reviewed and approved by the Fire and Water Departments

12. That Tentative Parcel Map No. 83696 shall expire 24 months after City Council approval unless a Final Map is approved and recorded, except as provided under the provisions of California Government Code Section 66452.6 unless extended an additional 24 months as provided for in SB 9. The subdivision proposed by Tentative Parcel Map No.83696 shall not be effective until such time that a final map is recorded.
13. That preparation and recordation of the Final Map shall meet all requirements of the Subdivision Map Act and Chapter 28 inclusive of the Compton Municipal Code.
14. That the Final Map shall be approved by City Council and recorded prior to issuance of grading permits excluding all model units. That model building construction and associated utilities install can occur prior to final map recordation.
15. That a copy of the Final Map and copies of all improvement plans (hardcopy and digital) shall be submitted to the Planning Department and Public Works Department for inclusion in project files prior to approval of the Final Map by the City Engineer.
16. If an archaeological resource is encountered during ground-disturbing activities, work within 50 feet of the find must halt and a qualified archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology must be contacted immediately to evaluate the find. If the discovery proves to be significant under CEQA, additional work such as data recovery excavation may be warranted.

    The on-site monitoring shall end when the project site excavation activities are completed, or sooner if the archaeologist indicates that the site has a low potential for archeological resources. During monitoring, the archaeologist shall complete monitoring logs on a daily basis. The logs will provide descriptions of the daily activities, including construction activities, locations, soil, and any cultural materials identified. Following completion of monitoring, the archaeologist shall prepare a summary memorandum of finds, their significance under CEQA and their disposition. (*Note: The California Historical Resources Information System contains a listing of qualified archaeologists at www.chrisinfo.org.)
17. The discovery of human remains is always a possibility during ground-disturbing activities. If human remains are found, the State of California Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the county coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. In the event of an unanticipated discovery of human remains, the county coroner must be notified immediately. If the human remains are determined to be prehistoric, the coroner will notify the Native American Heritage Commission (NAHC), which will determine and notify a most likely descendant (MLD). The MLD shall complete the inspection of the site within 48 hours of notification and may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials.
18. If potential Native American resources are uncovered during grading, the applicant shall be required to halt work within 50 feet of the find, inform the Director of Community Development or his/her designee immediately and retain a qualified professional archaeologist and an experienced and certified Native American monitor of Gabrieleño heritage to examine the material to determine whether it is a "unique cultural resource" as defined in Section 21083.2 (g) of the State CEQA Statues. If this determination is positive, the scientifically consequential information shall be fully recovered by the archaeologist and Native American monitor. Work may continue outside the area of the find. However, no further work shall occur in theimmediate location of the find until all information recovery has been completed and a report concerning same filed with the

County, a designated repository as appropriate and made available to interested representatives of Native American tribes that are traditionally and culturally affiliated with the Project area.

19. All onsite construction shall occur only during the hours of 7:00 AM to 7:00 PM Monday through Saturday.
20. That prior to the issuance of Building permits, stationary construction noise sources such as generators or pumps should be located as far as feasibly possible from any existing adjacent residential units.
21. That prior to the issuance of Building permits, construction staging areas should be located as far as feasibly possible from any adjacent sensitive residential land uses.
22. During construction, the contactor shall ensure all construction equipment is equipped with appropriate noise attenuating devices.
23. Equipment shall be maintained so that vehicles and their loads are secured from rattling and banging
24. Grading and construction contractors shall use quieter equipment as opposed to noisier equipment (such as rubber-tired equipment rather than track equipment), to the maximum extent feasible
25. Prior to any lane closure or detour, the developer shall submit a Construction Traffic Management Plan per the California M.U.T.C.D. for review and approval by the City Engineer. The plan shall include, but not be limited to, signing, truck routes per the City of Compton Approved Truck Route Map (Figure C-4 of the General Plan Visions 2010), and construction hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday per the Municipal Code section 17-12.22 Section 7-12. 22 – Construction or Repairing of Buildings, Pile Drivers, Hoists, Steam Shovels of the City of Compton Municipal Code.
26. That a copy of these conditions of approval shall be attached to the plan-check set of plans submitted to the Building Department for plan check as a detail sheet.
27. That the applicant or property owner shall be responsible for maintenance of the property in accordance with all applicable local ordinances.
28. If required by the Fire Department, a California licensed Professional Engineer must prepare a water pressure analysis for the project and shall be submitted for review and approval by the City Public Works/Municipal Utilities Department.
29. Prior to the issuance of the certificate of occupancy, the applicant and/or developer must implement all Fire Department requirements, which may include, but are not limited to, emergency access, parking prohibitions, fire sprinklers, on-site fire hydrants, fire escapes, fire alarms etc.
30. That the interior and exterior of the property shall be maintained free of trash and debris, and that suitable trash bins shall be maintained on site throughout the construction period.
31. That all conditions of this approval shall be recorded so that future owners/operators will be informed of rights and restrictions placed on the property while this approval is in force.
32. That the residents of each unit shall use their garage for onsite resident parking and shall not parking in the driveway. The onsite garage of each unit shall remain free at all times of any obstruction or materials preventing the parking of two full sized personal vehicles.

ACTIONS

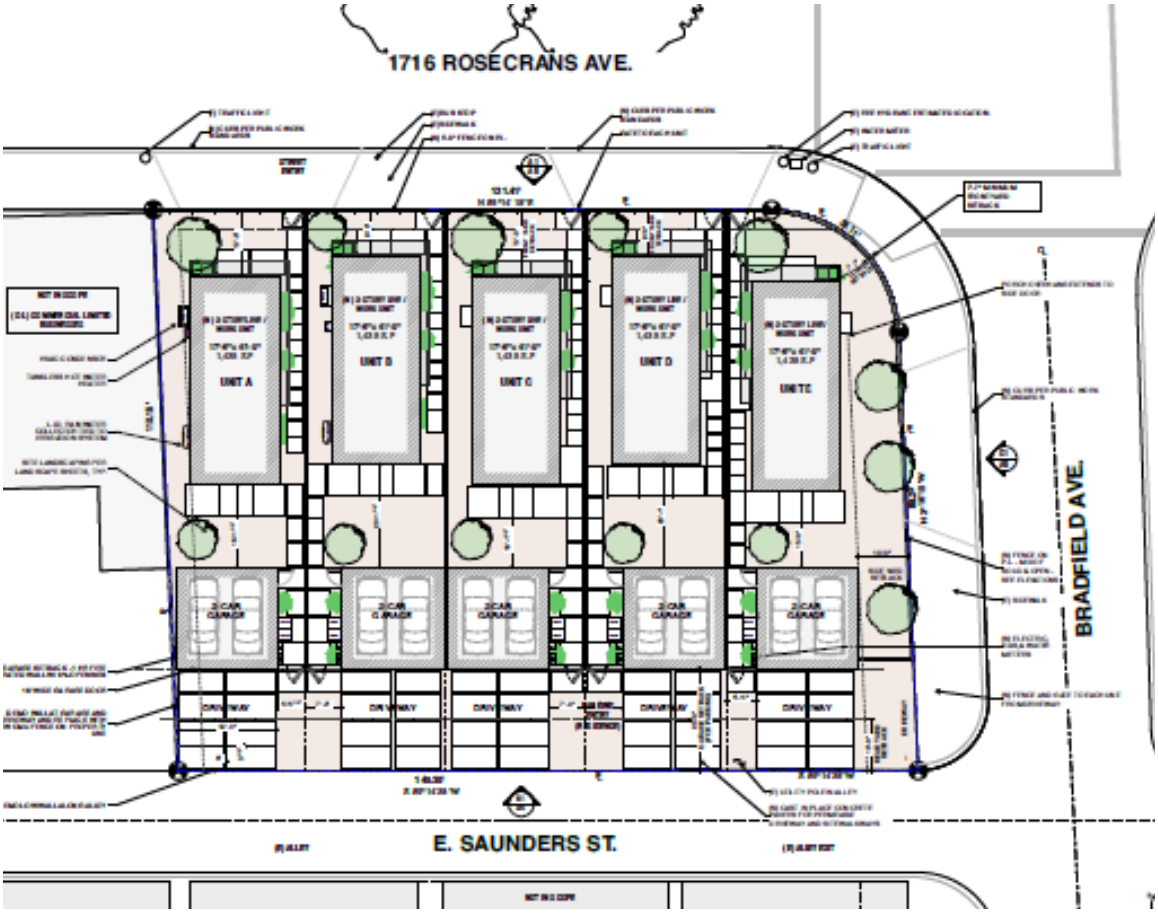
1. That the Planning Commission recommend approval to the City Council of Tentative Tract Map Case No. 21-003 (TTM83696); subject to attached conditions of approval.

Exhibits

1) Aerial Map
2) General Plan Map
3) Zoning Map
4) Project Subdivision Plan

Proposed Single Family Affordable Homes

Rosecrans Ave front Elevation



Proposed Site Plan

July 26, 2022

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS AND AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000)**

SUMMARY

Staff requests City Council to adopt and authorize the City Manager to submit to the U.S. Department of Housing and Urban Development (HUD), the FY 2022-2023 Annual Action Plan which includes use of funds for the CDBG and HOME Federal Fund applications and execute all documents as required, and appropriate Ten Thousand Dollars ($10,000) to amend the FY2023 Budget for an additional subrecipient (Southern California Cricket Program), per Resolution 25,673.

BACKGROUND

HUD's fiscal year 2022-2023 federal grant allocation for Compton's Community Development Block Grant (CDBG) is $1,375,145 available for programming. Compton's HOME program allocation for fiscal year 2022-2023 is $656,322, with program income received in the amount of $148,632.55 for a total available of $804,954 for programming.

In accordance with HUD requirements staff prepared the draft FY2022-2023 Annual Action Plan. As part of the planning process, a notice of Availability of funds was published in the Compton Bulletin Newspaper and funding proposals were accepted by the City for two concurrent years.

The Grants Division had to advertise both FY 2021 – 2022 and FY 2022 – 2023 together due to a severe delay in FY 2021-2022 programming. The delay resulted after the Grants Division did not receive full approval from Council to administer Community Development Block Grant Funding. The Council did not approve of partnerships with Non-profit organizations and requested the City to conduct a second Request for Proposal Process

to allow more organizations in the City time to partner. After, conducting community workshops, council workshops, placing more ads, and promoting another Request for Proposal the City received an additional Non-profit agency proposal. The Grants Division held another Public Hearing but the proposals were denied again. After several revisits to Council, the City ultimately gained authorization to enter into an agreement with Non-profit agencies in June of 2021. Subsequently, programming has been delayed and the Grants Division is attempting to administer FY 2022–2023 programming on time while concurrently administering funds for last Fiscal Year. The FY2022-2023 Budget did not include an appropriation for the Southern California Junior Cricket Program. The Sub-recipient was approved in Resolution 25,673, for Ten Thousand Dollars ($10,000) and is now being requested as a budget amendment for this amount in the FY 2022-2023 Budget.

CDBG Program:

The primary objective of the CDBG program is to develop viable urban communities by providing decent housing and a suitable living environment, principally for persons of low and moderate income. Eligible CDBG activities proposed for fiscal year 2022-2023 are:

	FY 2022-2023 CDBG PROGRAM/ACTIVITY	AMOUNT
1	CDBG Program Administration	$275,029
2	Fair Housing Foundation – Contribution to Other Agencies Account	$10,000
3	Champions of Caring – Contribution to Other Agencies Account	$22,600
4	Compton Youth Build – Contribution to Other Agencies Account	$25,000
5	Southern California Junior Cricket – Contribution to Other Agencies Account 2800-780-L05 - 4289	$10,000
6	The Children's Clinic Cricket – Contribution to Other Agencies Account	$60,000

7	Residential Street Improvements – Capital Outlay	$972,516
	TOTAL	**$1,375,145**

Home Program:

The primary purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing principally for persons of low and moderate income. Per HUD guidelines, 10% of total HOME funding is allowed for admin cost and 15% for Community Housing Development Organizations (CHDO) of the total amount allotted for HOME, ($656,322). Adding the program income, $148,632 to the amount allotted $656,322 gives the City a total of $804.954.55 to spend on the HOME program. Eligible activities proposed for fiscal year 2022-2023 are:

	FY 2022-2023 HOME PROGRAM/ACTIVITY	AMOUNT
a	HOME Program Administration	$ 65,632.00
b	CHDO	$ 98.448.30
c	HOME First Time Homebuyers Program (Plus Prior year Program income, $148,632)	$ 640,874.05
		$804.954.55

STATEMENT OF ISSUE

In order for the City of Compton to receive CDBG, HOME and ESG grant funds, it is required to approve and submit an Annual Action plan which includes CDBG, HOME, and ESG grant applications and the proposed use of federal funds.

FISCAL IMPACT

The General Fund will not be negatively impacted by the proposed 2022-2023 Annual Action Plan.

An increase in appropriations to the FY2022-2023 Budget to the following accounts are being requested:

Account String	Account Name	Amount
2800-000-000-3583	CDBG Fund – HUD Revenue	$10,000
And		
2800-540-L05-4289	CDBG Fund – Grant Year 2023 – Contributions to Other Agencies Account	$10,000

RECOMMENDATIONS

Staff recommends that City Council adopt the proposed 2022-2023 Annual Action Plan; and authorize the City Manager to submit the grant applications and Plan to HUD; authorize the City Manager to execute Agreements and implement all proposed programs included in the 2022-2023 Annual Action Plan; and include the identified programs and funding allocations in the City's 2022-2023 budget. Additionally, staff recommends that the City Council authorize an increase in revenue and expenditure appropriations in the CDBG Fund for $10,000 for the additional Sub-recipient Southern California Junior Cricket Program, which was approved with Resolution 25,673.

AUBREY RELF
GRANTS COMPLIANCE MANAGER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE SUBMISSION OF THE HOUSING AND URBAN DEVELOPMENT (HUD) FISCAL YEAR 2022-2023 ANNUAL ACTION PLAN AND USE OF FUNDS FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) HOME INVESTMENT PARTNERSHIP GRANT (HOME) PROGRAMS AND AUTHORIZING A BUDGET AMENDMENT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000)

WHEREAS, HUD's fiscal year 2022-2023 federal grant allocation for Compton's Community Development Block Grant (CDBG) is $1,375,145 available for programming. Compton's HOME program allocation for fiscal year 2022-2023 is $656,322, with program income received in the amount of $148,632.55 for a total available of $804,954 for programming; and

WHEREAS, in order to be eligible to receive federal funds, the City must develop an Action Plan and submit to HUD, the planning and application elements for the CDBG and HOME programs; and

WHEREAS, HUD requires that citizens be given the opportunity to comment on the City's proposed Annual Action Plan, and in compliance the City has provided copies of the Draft Plan for public view, in the Office of the City Clerk, Compton Grants Division and the Compton Public Library; and

WHEREAS, the City noticed the availability of the Draft Annual Action Plan for public view and comment in the Compton Bulletin Newspaper and informed citizens that they had an option to call, email and submit written comments on the proposed Plan; and

WHEREAS, the City will hold another virtual public comment meeting on August 12, 2021 to obtain further citizen input and comments on the draft Plan and proposed activities.

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

Section 1: That the City Council shall adopt the funding recommendations of the draft FY 2022-2023 Annual Action Plan as follows:

	FY 2022-2023 CDBG PROGRAM/ACTIVITY	AMOUNT
1	CDBG Program Administration	$275,029
2	Fair Housing Foundation	$10,000
3	Champions of Caring	$22,600
4	Compton Youth Build	$25,000
5	Southern California Cricket	$10,000
6	The Children's Clinic	$60,000
7	Residential Street Improvements	$972,516
	TOTAL	**$1,375,145**

	FY 2022-2023 HOME PROGRAM/ACTIVITY	AMOUNT
a	HOME Program Administration	$ 65,632.00
b	CHDO	$ 98.448.30
c	HOME First Time Homebuyers Program (Plus Prior Year Program Income, $148,632.55)	$ 640,874.05
		$804,954.55

Section 2. That the City Manager is hereby authorized to make the following budget amendment to the Fiscal Year 2022-2023 Adopted Budget for an increase of appropriations of funds to the following accounts:

Account String	Account Name	Amount
2800-000-000-3583	CDBG Fund – HUD Revenue	$10,000
And		
2800-540-L05-4289	CDBG Fund – Grant Year 2023 – Contributions to Other Agencies Account	$10,000

Section 3. That the City Manager is authorized to submit the Fiscal Year 2022 -2023 Annual Action Plan to the Department of Housing and Urban Development.

Section 4. That the City Manager is authorized to execute all necessary documents and implement all programs included in the FY 2022-2023 Annual Action Plan.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, Grants Division, City Attorney, and City Controller.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, do 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 _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

JULY 26, 2022

TO: MAYOR AND COUNCIL MEMBERS

FROM: WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2022-2023 AND COMBINED OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2021-2022

SUMMARY

Staff respectfully requests the City Council to

(i) Hold a public hearing; and

(ii) Adopt the attached Resolution ordering charges for solid waste and recyclable materials handling services and delinquencies to be collected on the Los Angeles County Property Tax roll for Fiscal Year 2022-2023 and combined Outstanding Balances for Fiscal Year 2021-2022.

BACKGROUND

The City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (“HSC Code”) to levy annual charges for solid waste and recyclable materials handling services (“Charges”) and to have such Charges, whether or not delinquent, collected on the County of Los Angeles Property Tax Roll (“Tax Roll”), the water bill for the premises, or by separate bill of the City or the City’s franchise hauler, Republic Services, Inc. (“Republic”).

STATEMENT OF ISSUE

The City bills and collects Charges for single-family residential customers and multi-family customers without bin service, and collects the Charges for certain of these premises on the Tax Roll. Charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

Pursuant to the City’s Amended and Restated Agreement with Republic, Republic bills and collects Charges for all other customers. For charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing, and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action.

Republic may turn over delinquent accounts to the City for collection on the Tax Roll. Republic has submitted a list of accounts that are delinquent at least 90 days, as of May 15, 2022 to the City for collection on the fiscal year 2022-23 Tax Roll, and staff has reviewed such list. Additionally, included herein are the Outstanding Balances for fiscal year 2021-2022 to be collected on the Los Angeles County Property Tax Roll, and staff has reviewed such list.

The collection of Charges and delinquencies on the Tax Roll requires the preparation of a report and the holding of a public hearing. Staff has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2022-2023, including the amount of the Charge for each parcel for fiscal year 2022-2023, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2022-2023 delinquent amount.

Furthermore, the report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2021-2022, including the amount of the Charge for each parcel for fiscal year 2021-2022, and (ii) a description of each parcel within the City which is delinquent and is to be collected on Tax Roll for fiscal year 2021-2022.

Pursuant to a previous resolution, the City Council received the Report, set a public hearing on the Report for July 12, 2022, and directed that notice of the public hearing be provided in accordance with law.

At the public hearing, the City Council must hear and consider all objections and protests to the Report and the collection of Charges and delinquencies on the Tax Roll. If the City Council determines at the close of the public hearing that oral or written protests have been presented, and not withdrawn, by the record owners of a majority of the parcels subject to tax roll collection, the City Council shall not approve the Report and shall not collect the Charges and delinquencies on the 2022-2023 and outstanding balances for fiscal year 2021-2022 Tax Roll. However, the City may still bill the Charges and Republic may still pursue the delinquencies, but not by including the Charges or delinquencies on the Tax Roll.

RECOMMENDATION

That the City Council hold a public hearing and, in the absence of a majority protest, adopt the attached Resolution.

DON NGUYEN
WATER DEPARTMENT GENERAL MANAGER

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ORDERING CHARGES FOR SOLID WASTE AND RECYCLABLE MATERIALS HANDLING SERVICES AND DELINQUENCIES TO BE COLLECTED ON THE LOS ANGELES COUNTY PROPERTY TAX ROLL FOR FISCAL YEAR 2022-2023 AND COMBINED OUTSTANDING BALANCES FOR TAX ROLL BILLING FOR FISCAL YEAR 2021-2022

WHEREAS, the City Council is authorized pursuant to Chapter XXI of the Compton Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 (" HSC Code") to levy annual charges for solid waste and recyclable materials handling services ("Charges") and to have such Charges, whether or not delinquent, collected on the County of Los Angeles Property Tax Roll ("Tax Roll"), the water bill for the premises, or by separate bill of the City or the City's franchise hauler, Republic Services, Inc. ("Republic"); and

WHEREAS, charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City; and

WHEREAS, the City bills and collects Charges for single-family residential customers and multi-family customers without bin service, and collects the Charges for certain of these premises on the Tax Roll; and

WHEREAS, pursuant to the City's Amended and Restated Agreement with the City's franchise hauler for solid waste and recyclable materials handling services, Republic bills and collects Charges for all other customers; and

WHEREAS, for Charges billed by Republic, the Charge will be considered delinquent if payment is not received by Republic on or before 30 days after billing and upon Charges becoming delinquent, Republic shall notify the customer that the invoice is overdue and that nonpayment will result in further collection action; and

WHEREAS, Republic may turn over delinquent accounts to the City for collection on the Tax Roll; and

WHEREAS, Republic submitted a list of accounts that are delinquent at least 90 days, as of May 15, 2022, to the City for collection on the fiscal year 2022-23 Tax Roll, and the City has reviewed such list; and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2022-23, including the amount of the Charge for each parcel for fiscal year 2022-23, and (ii) a description of each parcel within the City for which Republic billed the Charge which is now delinquent and which Republic has requested the City to collect on the Tax Roll for fiscal year 2022-23, including the delinquent amount; and

WHEREAS, the City, included herein a list of outstanding accounts for collection on the fiscal year 2021-22 Tax Roll, and the City has reviewed such list; and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Section 5473 ("Report") and the Report is on file in the office of the City Clerk and in the Water Department. The Report contains (i) a description of each single-family residential parcel within the City to which the Charge is applicable and for which the City intends to collect the Charge on the Tax Roll for fiscal year 2021-22, including the amount of the Charge for each parcel for fiscal year 2021-22, and (ii) a description of each parcel within the City which is delinquent and is to be collected on Tax Roll for fiscal year 2021-22; and

WHEREAS, following notice duly given in accordance with law, the City Council held a public hearing on the Report pursuant to HSC Code Section 5473 to consider collecting Charges and delinquencies on the Tax Roll for fiscal year 2022-23 combined with Tax Roll for fiscal year 2021-22, as described herein, and heard and considered all objections and protests thereto; and

WHEREAS, no majority protest to the Report exists, as determined in accordance with HSC Section 5473.2.

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

Section 1. That each of the above recitals is true and correct and is adopted by the City Council.

Section 2. That the City Council hereby overrules all objections or protests to the Report, and approves the Report as filed, except that the General Manager of the City's Water Department is hereby authorized to remove from the Report any property for which the Charge or delinquent amount has been paid in full, or to reduce the amount set forth in the Report for any property for which there has been a partial payment.

Section 3. That the City Clerk is hereby authorized and directed to file the Report with the City Treasurer with a statement endorsed on said Report over the City Clerk's signature that the Report has been approved and finally adopted by the City Council.

Section 4. That the General Manager of the City's Water Department is hereby authorized and directed to cause to be filed with the Los Angeles County Auditor a copy of the Report with a certified copy of this Resolution.

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

AYES: **Council Members-**
NOES: **Council Members-**
ABSENT: **Council Members-**
ABSTAIN: **Council Members-**

_____
CITY CLERK OF THE CITY OF COMPTON

July 26, 2022

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 ESTABLISH PURCHASE ORDERS TO CITY-WIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2022-2023 ($1,017,727)**

SUMMARY

Adoption of this resolution will authorize the City Manager to establish purchase orders for various vendors who provide supplies and services for multiple City departments, which the expenditures for a specified vendor used by multiple departments exceed the City Manager's fiscal year spending authority (i.e. $25,000) on any one vendor.

BACKGROUND

City departments frequently procure office supplies, small equipment and other minor services that are needed to ensure effective performance of their daily business. Consequently, and on numerous occasions, the $25,000 fiscal year expenditure limit has been exceeded due to multiple departments combined procurement from the same vendor. This results in an excessive number of Council warrants and resolutions being generated for routine purchase for supplies and services that fall under the $25,000 spending cap per vendor. In prior years, these procurements were done by individual departments. Though many of the purchases were small in the amount, the City would benefit from collective negotiation or bulk discounts if those procurements were done collectively.

STATEMENT OF ISSUE

The City desired to efficiently manage small-value procurements by preventing the issuance of multiple Council resolutions for the same vendors. The City has determined that a "global resolution" which authorizes the City Manager to establish purchase orders for each vendor used by multiple departments, which expenditures total more than the City Manager's fiscal year spending authorization. A list of each subject vendors, the departments using each subject vendor, the type of supplies, goods and/or services purchased from each subject vendor, the expenditure amounts and designated account numbers are contained in " Appendix A", which is attached to the resolution and incorporated therein.

ALTERNATIVE

Each City department utilizing the same vendor, wherein the total amount spend on that vendor exceeds the City Manager's spending authority would have to submit separate and individual resolutions for each vendor.

FINANCIAL IMPACT

Funds for the procurements have been appropriated in each Department's Fiscal Year 2022-2023 budget.

RECOMMENDATION

Staff recommends adoption of the attached resolution.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO CITY-WIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2022-2023 ($1,017,727)

WHEREAS, the City Manager is authorized to establish purchase orders for various vendors who provide supplies and services for multiple City departments, which the expenditures for a specified vendor used by multiple departments exceed the City Manager's fiscal year spending authority (i.e. $25,000) on any one vendor; and

WHEREAS, City departments frequently procure office supplies, small equipment and other minor services that are needed to ensure effective performance of their daily business. Consequently, and on numerous occasions, the $25,000 fiscal year expenditure limit has been exceeded due to multiple departments combined procurement from the same vendor. This resulted in an excessive number of Council warrants and resolutions being generated for routine purchase for supplies and services that fall under the $25,000 spending cap per vendor; and

WHEREAS, The City desired to efficiently manage small-value procurements by preventing the issuance of multiple Council resolutions for the same vendors. The City has determined that a "global resolution" which authorizes the City Manager to establish purchase orders for each vendor used by multiple departments, which expenditures total more than the City Manager's fiscal year spending authorization; and

WHEREAS, a list of each subject vendor, the department using each subject vendor, the type of supplies, good and/or services purchased from each subject vendor, the expenditure amount and designated account numbers are contained in "Appendix A," which is attached to this Resolution and incorporated therein; and

WHEREAS, Funds for the procurements have been appropriated in each Department's Fiscal Year 2022-2023 Budget.

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

SECTION 1. That the City Manager is hereby authorized to establish purchase orders for each of the vendors listed in "Appendix A" of this Resolution for the good, supplies and/or services and in the amounts specified therein.

SECTION 2. That funds for the procurements have been appropriated in each identified Department's Fiscal Year 2022-2023 approved budget.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and each Department identified in "Appendix A.".

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

ADOPTED this _____ day of _____, 2022.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2022.

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

CITY OF COMPTON
SHARED VENDOR REQUEST
FY 2022-2023

DEPARTMENT/DIVISION	VENDOR NAME	DESCRIPTION	ACCOUNT DETAIL	AMOUNT
City Council	Staples	Office Supplies	1001-400-C01-4210	$ 600.00
City Council	Staples	Office Supplies	1001-400-C01-4249	$ 400.00
City Council	Staples	Office Supplies	1001-400-C02-4210	$ 600.00
City Council	Staples	Office Supplies	1001-400-C02-4249	$ 400.00
City Council	Staples	Office Supplies	1001-400-C03-4210	$ 600.00
City Council	Staples	Office Supplies	1001-400-C03-4249	$ 400.00
City Council	Staples	Office Supplies	1001-400-C04-4210	$ 600.00
City Council	Staples	Office Supplies	1001-400-C04-4249	$ 400.00
City Council	Staples	Office Supplies	1001-400-C05-4210	$ 600.00
City Council	Staples	Office Supplies	1001-400-C05-4249	$ 400.00
City Manager	Staples	Office Supplies	1001-510-000-4210	$ 4,000.00
City Manager	Staples	Office Supplies	1001-510-000-4249	$ 1,500.00
City Manager	Staples	Office Supplies	1001-510-IT0-4210	$ 600.00
City Manager	Staples	Office Supplies	6200-510-000-4210	$ 500.00
City Manager	Staples	Office Supplies	7002-510-000-4210	$ 250.00
City Clerk	Staples	Office Supplies	1001-470-000-4210	$ 500.00
General Services	Staples	Office Supplies	1001-600-000-4210	$ 1,500.00
Controllers	Staples	Office Supplies	1001-650-000-4210	$ 2,000.00
Community Improvement	Staples	Office Supplies	1001-670-000-4210	$ 5,000.00
Fire Dept	Staples	Office Supplies	1001-690-000-4210	$ 2,000.00
Public Works Engineering	Staples	Office Supplies	1001-710-000-4210	$ 1,000.00
Public Works Engineering	Staples	Office Supplies	3031-710-000-4210	$ 1,000.00
Comm Dev- Housing	Staples	Office Supplies	2820-780-000-4210	$ 5,500.00
Comm Dev- Careerlink	Staples	Office Supplies	1001-780-CRL-4210	$ 1,000.00
Successor Agency	Staples	Office Supplies	1201-910-000-4212	$ 1,000.00
Planning	Staples	Office Supplies	1001-780-000-4210	$ 1,000.00
Human Resources	Staples	Office Supplies	1001-620-000-4210	$ 500.00
Comm Dev- Grants	Staples	Office Supplies	2800-540-H11-4210	$ 12,000.00
Public Works St Maintenance	Staples	Office Supplies	1001-720-000-4218	$ 6,000.00
Water Dept	Staples	Office Supplies	5000-900-000-4210	$ 3,000.00
			Total	**$ 54,850.00**
City Attorney	Office Depot	Office Supplies	1001-420-000-4210	$ 11,000.00
City Clerk	Office Depot	Office Supplies	1001-470-000-4210	$ 3,000.00
Controller	Office Depot	Office Supplies	1001-650-000-4210	$ 2,000.00
Public Works Engineering	Office Depot	Office Supplies	2000-710-000-4210	$ 400.00
Public Works Engineering	Office Depot	Office Supplies	3031-710-000-4210	$ 1,600.00
Comm Dev- Grants	Office Depot	Office Supplies	2800-540-H11-4210	$ 2,000.00
Human Resources	Office Depot	Office Supplies	1001-620-000-4210	$ 100.00
Building & Safety	Office Depot	Office Supplies	1001-770-000-4210	$ 3,750.00
City Treasurer	Office Depot	Office Supplies	1001-440-000-4210	$ 10,000.00
Water Dept	Office Depot	Office Supplies	5000-900-000-4210	$ 3,000.00
			Total	**$ 36,850.00**
City Manager	Quill	Office Supplies	1001-510-000-4249	$ 1,500.00
City Manager	Quill	Office Supplies	1001-510-IT0-4210	$ 400.00
City Manager	Quill	Office Supplies	7002-510-000-4210	$ 250.00
Community Improvement	Quill	Office Supplies	1001-670-000-4210	$ 4,000.00
Human Resources	Quill	Office Supplies	1001-620-000-4210	$ 997.00
Building & Safety	Quill	Office Supplies	1001-770-000-4210	$ 1,750.00

CITY OF COMPTON
SHARED VENDOR REQUEST
FY 2022-2023

DEPARTMENT/DIVISION	VENDOR NAME	DESCRIPTION	ACCOUNT DETAIL	AMOUNT
Successor Agency	Quill	Office Supplies	1201-910-000-4210	$ 1,000.00
City Treasurer	Quill	Office Supplies	1001-440-000-4249	$ 3,000.00
Water Dept	Quill	Office Supplies	5000-900-000-4210	$ 3,000.00
			Total	**$ 15,897.00**
City Manager	TAJ	Office Supplies	1001-510-000-4249	$ 1,000.00
City Clerk	TAJ	Office Supplies	1001-470-000-4210	$ 500.00
Community Improvement	TAJ	Office Supplies	1001-670-000-4210	$ 4,000.00
City Treasurer	TAJ	Office Supplies	1001-440-000-4249	$ 5,000.00
Public Works Engineering	TAJ	Office Supplies	3031-710-000-4210	$ 2,000.00
Comm Dev- Housing	TAJ	Office Supplies	2820-780-000-4210	$ 1,500.00
Comm Dev- Grants	TAJ	Office Supplies	2805-780-000-4210	$ 3,658.00
Recreation	TAJ	Office Supplies	1001-840-000-4210	$ 1,000.00
Public Works St Maintenance	TAJ	Office Supplies	1001-720-000-4210	$ 1,000.00
Public Works St Maintenance	TAJ	Office Supplies	1520-720-0MR-4210	$ 500.00
Water Dept	TAJ	Office Supplies	5000-900-000-4210	$ 1,000.00
			Total	**$ 21,158.00**
City Manager	CDWG	Computer Equipment	1001-510-000-4218	$ 5,000.00
City Manager	CDWG	Computer Equipment	1001-510-IT0-4218	$ 5,000.00
City Council	CDWG	Computer Equipment	1001-400-C01-4218	$ 600.00
City Council	CDWG	Computer Equipment	1001-400-C02-4218	$ 600.00
City Council	CDWG	Computer Equipment	1001-400-C03-4218	$ 600.00
City Council	CDWG	Computer Equipment	1001-400-C04-4218	$ 600.00
City Council	CDWG	Computer Equipment	1001-400-C05-4218	$ 600.00
City Attorney	CDWG	Computer Equipment	1001-420-000-4336	$ 7,000.00
General Services	CDWG	Computer Equipment	1001-600-000-4249	$ 5,000.00
Community Improvement	CDWG	Computer Equipment	1001-670-000-4222	$ 5,000.00
Building & Safety	CDWG	Computer Equipment	1001-770-000-4249	$ 2,000.00
			Total	**$ 32,000.00**
City Manager	Nestle Water	Water Service	1001-510-000-4249	$ 1,500.00
City Clerk	Nestle Water	Water Service	1001-470-000-4249	$ 3,322.00
General Services	Nestle Water	Water Service	1001-600-000-4249	$ 5,000.00
Controller	Nestle Water	Water Service	1001-650-000-4249	$ 1,600.00
Comm Dev- Housing	Nestle Water	Water Service	2820-780-000-4218	$ 1,400.00
Human Resources	Nestle Water	Water Service	1001-620-000-4249	$ 900.00
			Total	**$ 13,722.00**
City Attorney	Sparkletts/DS	Water Service	1001-420-000-4249	$ 1,500.00
Community Improvement	Sparkletts/DS	Water Service	1001-670-000-4249	$ 5,000.00
Public Works Engineering	Sparkletts/DS	Water Service	3031-710-000-4210	$ 800.00
Building & Safety	Sparkletts/DS	Water Service	1001-770-000-4249	$ 2,100.00
City Treasurer	Sparkletts/DS	Water Service	1001-440-000-4249	$ 2,000.00
Public Works St Maintenance	Sparkletts/DS	Water Service	1001-720-000-4249	$ 3,000.00
Water Dept	Sparkletts/DS	Water Service	5000-900-000-4249	$ 1,500.00
			Total	**$ 15,900.00**

CITY OF COMPTON
SHARED VENDOR REQUEST
FY 2022-2023

DEPARTMENT/DIVISION	VENDOR NAME	DESCRIPTION	ACCOUNT DETAIL	AMOUNT
City Manager	FedEx	Mail & Postage Service	1001-510-000-4215	$ 400.00
City Attorney	FedEx	Mail & Postage Service	1001-420-000-4249	$ 2,000.00
Fire Dept	FedEx	Mail & Postage Service	1001-690-000-4249	$ 300.00
Planning	FedEx	Mail & Postage Service	1001-780-000-4215	$ 300.00
Water Dept	FedEx	Mail & Postage Service	5000-900-000-4215	$ 250.00
			Total	**$ 3,250.00**
General Services	Grainger	Maint Supplies	1001-600-000-4236	$ 25,000.00
Community Improvement	Grainger	Maint Supplies	1001-670-000-4249	$ 5,000.00
Fire Department	Grainger	Maint Supplies	1001-690-000-4236	$ 1,000.00
Public Works St Maintenance	Grainger	Maint Supplies	1001-720-000-4249	$ 4,000.00
Water Dept	Grainger	Maint Supplies	5000-880-000-4235	$ 5,000.00
			Total	**$ 40,000.00**
City Manager	Airline Ticket 4 Less	Airline Tickets	1001-510-000-4270	$ 5,000.00
City Council	Airline Ticket 4 Less	Airline Tickets	1001-400-C01-4270	$ 800.00
City Council	Airline Ticket 4 Less	Airline Tickets	1001-400-C02-4270	$ 800.00
City Council	Airline Ticket 4 Less	Airline Tickets	1001-400-C03-4270	$ 800.00
City Council	Airline Ticket 4 Less	Airline Tickets	1001-400-C04-4270	$ 800.00
City Council	Airline Ticket 4 Less	Airline Tickets	1001-400-C05-4270	$ 800.00
			Total	**$ 9,000.00**
General Services	Advance Fire	Fire Extinguishers	1001-600-000-4262	$ 6,500.00
Fire Department	Advance Fire	Fire Extinguishers	1001-690-000-4236	$ 1,000.00
			Total	**$ 7,500.00**
Controller	Mobile Mini	Storage	1001-650-000-4249	$ 1,500.00
Community Improvement	Mobile Mini	Storage	1001-670-000-4269	$ 5,000.00
Successor Agency	Mobile Mini	Storage	1201-910-000-4221	$ 5,000.00
			Total	**$ 11,500.00**
Community Improvement	Galls	Uniforms/Equipment	1001-670-000-4249	$ 10,000.00
Comm Dev- Housing	Galls	Uniforms/Equpiment	2820-780-000-4218	$ 800.00
			Total	**$ 10,800.00**
General Services	Waxie's Enterprises	Custodial Supplies	1001-600-000-4239	$ 70,000.00
Fire Dept	Waxie's Enterprises	Custodial Supplies	1001-690-000-4239	$ 7,500.00
			Total	**$ 77,500.00**
Building & Safety	OneSolution/CitizenServe	Software	1001-770-000-4222	$ 12,000.00
Community Improvement	OneSolution/CitizenServe	Software	1001-670-000-4262	$ 33,500.00
City Attorney	OneSolution/CitizenServe	Software	1001-420-000-4222	$ 3,000.00
Planning	OneSolution/CitizenServe	Software	1001-780-000-4222	$ 3,000.00
City Manager	OneSolution/CitizenServe	Software	1001-510-000-4222	$ 1,500.00
Fire	OneSolution/CitizenServe	Software	1001-690-000-4222	$ 1,500.00
Public Works - Engineering	OneSolution/CitizenServe	Software	1001-710-000-4222	$ 1,500.00
			Total	**$ 56,000.00**

CITY OF COMPTON
SHARED VENDOR REQUEST
FY 2022-2023

DEPARTMENT/DIVISION	VENDOR NAME	DESCRIPTION	ACCOUNT DETAIL	AMOUNT
Fire Dept	Duthie Power Systems	Maint & Repair Supply	1001-690-000-4236	$ 10,000.00
General Services	Duthie Power Systems	Maint & Repair Supply	1001-600-000-4236	$ 7,500.00
			Total	**$ 17,500.00**
Public Works St Maintenance	Dunn Edwards	Maint & Repair Supply	1520-720-0MR-4233	$ 2,000.00
General Services	Dunn Edwards	Maint & Repair Supply	1001-600-000-4236	$ 8,500.00
			Total	**$ 10,500.00**
Public Works St Maintenance	West Lite Supply	Maint & Repair Supply	1520-720-0MR-4233	$ 3,000.00
General Services	West Lite Supply	Maint & Repair Supply	1001-600-000-4236	$ 10,000.00
			Total	**$ 13,000.00**
Fire Dept	Jankovich Fuel	Fuel	1001-690-000-4229	$ 90,000.00
Public Works St Maintenance	Jankovich Fuel	Fuel	6000-720-000-4228	$ 300,000.00
			Total	**$ 390,000.00**
Public Works Street Maintenance	UniFirst Uniforms	Uniform Replacement	1001-720-PK0-4246	$ 16,000.00
Public Works Street Maintenance	UniFirst Uniforms	Uniform Replacement	1001-720-000-4246	$ 10,000.00
Public Works Street Maintenance	UniFirst Uniforms	Uniform Replacement	6000-720-000-4246	$ 1,600.00
Public Works Street Maintenance	UniFirst Uniforms	Uniform Replacement	5116-720-000-4246	$ 1,200.00
			Total	**$ 28,800.00**
Water Dept	Cintas	Uniform Rental	5000-880-000-4246	$ 15,000.00
General Services	Cintas	Custodial Supplies	1001-600-000-4239	$ 5,000.00
			Total	**$ 20,000.00**
General Services	Commercial Pest Control	Pest Control	1004-600-000-4269	$ 24,000.00
Public Works St Maintenance	Commercial Pest Control	Pest Control	1001-720-PK0-4269	$ 25,000.00
			Total	**$ 49,000.00**
General Services	United Rentals	Equipment Rental	1001-600-000-4236	$ 75,000.00
Public Works St Maintenance	United Rentals	Equipment Rental	1001-720-PK0-4249	$ 2,000.00
Public Works St Maintenance	United Rentals	Equipment Rental	2502-720-000-4221	$ 6,000.00
			Total	**$ 83,000.00**
			Grand Total	**$ 1,017,727.00**

July 26, 2022

TO: MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE HOUSING SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, AUTHORIZING THE CITY MANAGER TO ACCEPT LOAN REPAYMENT FROM ALAMEDA COURT, LLC., AND RELEASING LIEN RESTRICTIONS PLACED ON THE ALAMEDA COURT TOWNHOMES LOCATED AT SOUTHWEST CORNER OF ALAMEDA BOULEVARD AND MYRRH AVENUE

SUMMARY

Staff requests the City Council, acting in its capacity as the Housing Successor to the former Community Redevelopment Agency of the City of Compton, adopt the Resolution authorizing acceptance of loan repayment from Alameda Court, LLC., and releasing lien restrictions on the townhomes located at the Southwest Corner of Alameda Boulevard and Myrrh Avenue in the City of Compton.

BACKGROUND

In 2011, the former Community Redevelopment Agency (CRA) provided a loan in the amount of $2,300,000 to Christopher Lin (Developer) for the purpose of providing affordable housing for the homebuyers of the then newly constructed twenty-eight homes located at the Southwest Corner of Alameda Boulevard and Myrrh Avenue. However, the dissolution of the former Community Redevelopment Agency in 2012 and subsequent elimination of the First Time Homebuyer Program precluded the Developer from utilizing the Agency loan to assist prospective homebuyers of the townhomes.

STATEMENT OF THE ISSUE

Despite the dissolution of the CRA, the Developer is still obligated to repay the Agency for the loan. In compliance with loan agreement, the Developer made a partial payment of $855,000.00 on the outstanding $2,300,000 loan in 2017. The partial payment resulted in the adjusted reduction of the loan balance to $1,445,000 (see attached Controller Audit Report).

Currently, the Developer has submitted a proposal to pay off the outstanding loan of $1,445,000.00 in a lump sum. Staff has reviewed the Developer's repayment commitments and has concluded that the proposal offers several benefits to the City for

the following reasons. The loan repayment releases the Developer from the lien restrictions placed on the property and also enables the City to remove the Developer from the list of delinquent clients as cited in audit reports. Currently, the Developer is renting the townhomes. Loan repayment would restore the townhomes to ownership status. Furthermore, the loan proceeds could be used to assist current tenants in the subdivision to purchase their respective rental units as originally intended should the city reinstate the First Time Homebuyer Program.

FISCAL IMPACT

Adoption of this Resolution will not have negative fiscal impact on City's budget. In contrast loan repayment will replenish $1,445,000 to the Low-Cost Housing Set-Aside funds under the control of the Housing Successor (1205-000-000-3966 Loan Repayment Account).

RECOMMENDATION

Staff recommends the Successor Agency adopt the attached Resolution authorizing the acceptance of loan repayment from Alameda Court Inc. and causing release of liens on the Alameda Court townhomes to facilitate sale of the homes to prospective homebuyers.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY AS THE HOUSING SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT LOAN REPAYMENT FROM ALAMEDA COURT, LLC., AND RELEASING LIEN RESTRICTIONS PLACED ON THE ALAMEDA COURT TOWNHOMES LOCATED AT SOUTHWEST CORNER OF ALAMEDA BOULEVARD AND MYRRH AVENUE

WHEREAS, in 2011, the former Community Redevelopment Agency (CRA) of the City of Compton entered into Loan Agreement with Christopher Lin, President of Alameda Court, LLC. (Developer), dated as January 20, 2011, whereby the former Agency loaned the developer $2,300,000 for the purpose of subsidizing the sale of twenty-eight homes located at the Southwest Corner of Alameda and Myrrh Avenue; and

WHEREAS, the Agency loan is evidenced by a promissory note and secured by a subordinate deed of trust encumbering the property (Agency Deed of Trust). Furthermore, the Agency Loan bears a zero-interest rate; and

WHEREAS, the Developer was required to make loan repayment on a pro-rata basis to the Compton Housing Successor Capital Projects Fund following the sale of each of the townhome units; and

WHEREAS, the dissolution of the former Community Redevelopment Agency in 2012 and subsequent suspension of the first-time homebuyer's program precluded Alameda Court Inc from utilizing the loan to assist first-time low-income homebuyers; and

WHEREAS, according to the most recent Financial Statement prepared by the City's Independent Auditor (attached), the Developer made a partial payment of $855,000.00 of the outstanding loan of $2,300,000 City loan resulting in the adjusted current outstanding balance of $1,445,000: and

WHEREAS the developer has submitted a proposal to repay the outstanding loan balance of $1,445,000.00 to the Housing Successor to facilitate the sale of the homes; and

WHEREAS, repayment of the City loan would enable the Developer to return the townhome development from current use as rental housing to single-family homes to expand home ownership opportunities for prospective homebuyers.

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

Section 1. That the City Council, upon the advice and approval of the City Attorney, is hereby authorized to accept repayment of the outstanding loan balance of $1,445,000.00 (1205-000-000-3966 Loan Repayment Account) and release lien restrictions placed on the sale of the Alameda Court Townhomes located at Southwest corner of Alameda and Myrrh Avenue.

Section 2. That the City hereby releases any lien restrictions placed on the Alameda Court Townhomes located at Southwest Corner of Alameda Boulevard and Myrrh Avenue.

Section 3. That proceeds of the loan repayment shall be deposited into the Compton Housing Successor Fund (1205-000-000-3966 Loan Repayment Account).

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

Section 5. That the Mayor shall sign, and the Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2022.

_____
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, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

FINANCIAL STATEMENTS
WITH INDEPENDENT AUDITOR'S REPORT
June 30, 2018

EADIE + PAYNE LLP

Celebrating a Century of Quality Service

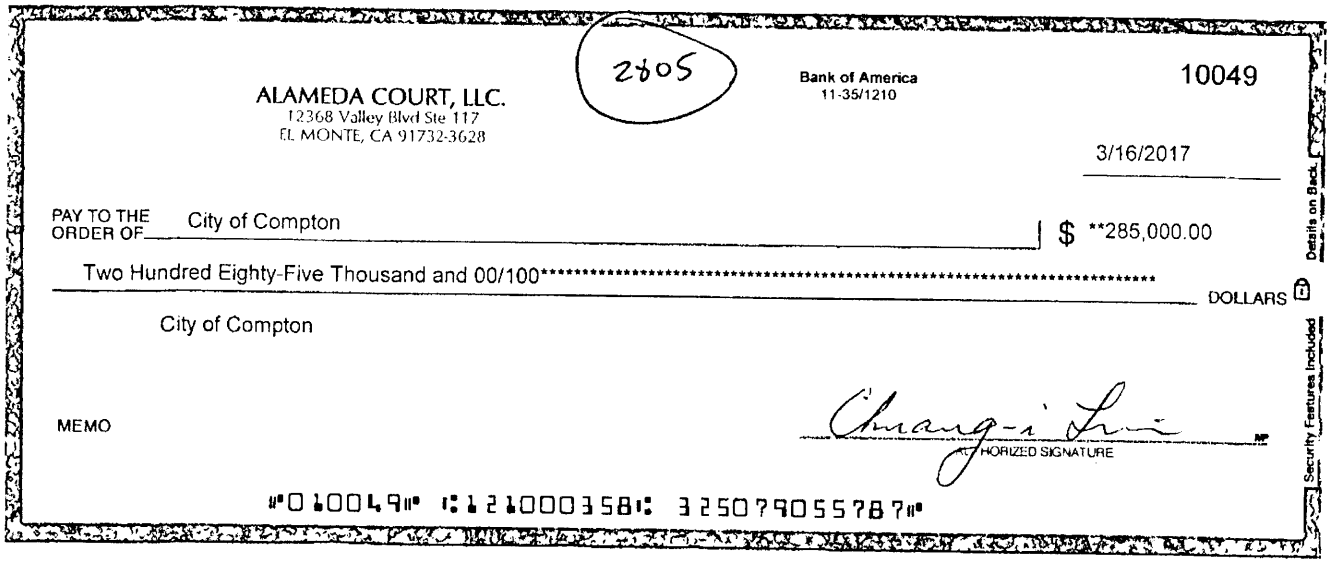
C. Loans Receivable (continued)

Loans to Community Housing Development Organization (CHDO)
The City provides funds to the CHDO to boost construction of new homes in the City. These loans are non-interest bearing loans with repayment terms of 15 to 20 years based upon the loan amount. It is the City's policy to record an allowance for the full amount of the loan receivable given the long time frame and uncertainty of collection of these loans. The loans receivable balance was $1,857,676 netted against an allowance for doubtful accounts of $1,857,676 for a net loan receivable of the $- for the Federal Grants Special Revenue Fund as of June 30, 2018.

Loans to Alameda Court, LLC
To facilitate the sale of the Alameda Court Town Homes (Subject Property) to low and moderate income homebuyer, the City provided a non-interest bearing loan of $2,300,000 to a property redeveloper, Alameda Court, LLC (Redeveloper). The loan was secured by a subordinate deed of trust in the name of the former Agency encumbering 19 units of the Subject Property. Repayment of the loans shall be made to the Federal Grants Special Revenue Fund and Compton Housing Successor Capital Projects Fund by the Redeveloper on a pro-rata basis following the sale of each unit to a qualified low/moderate income buyer. A lump sum payment was due from the Developer on February 1, 2014, which was never paid by the Developer. The City recorded an allowance for the full amount of the $2,300,000 as of June 30, 2014. Since then the City collected $855,000 and has adjusted the allowance to $1,445,000 as of June 30, 2018.

Residential Rehabilitation Assistance Program
This program comprises the Fix-it Repair Grant, Emergency Assistance Grant and Deferred Equity Loan. The Fix-it Repair Grant provides up to $7,000 to assist low to moderate income owner occupied households with minor repairs in their homes. No repayment or lien is required for this program as it is strictly a grant.

The Emergency Assistance Grant is designed to assist low income owner occupied households of single family homes within the City limits with extreme emergency repairs subject to a maximum of $10,000. The beneficiary is required to repay the grant to the City only upon the sale, refinance, transfer, and foreclosure of the property or the death or relocation of the home owner from the property.



ALAMEDA COURT, LLC.
12368 Valley Blvd Ste 117
EL MONTE, CA 91732-3628

2605

Bank of America
11-35/1210

10049

3/16/2017

PAY TO THE ORDER OF City of Compton

$ **285,000.00

Two Hundred Eighty-Five Thousand and 00/100********** DOLLARS

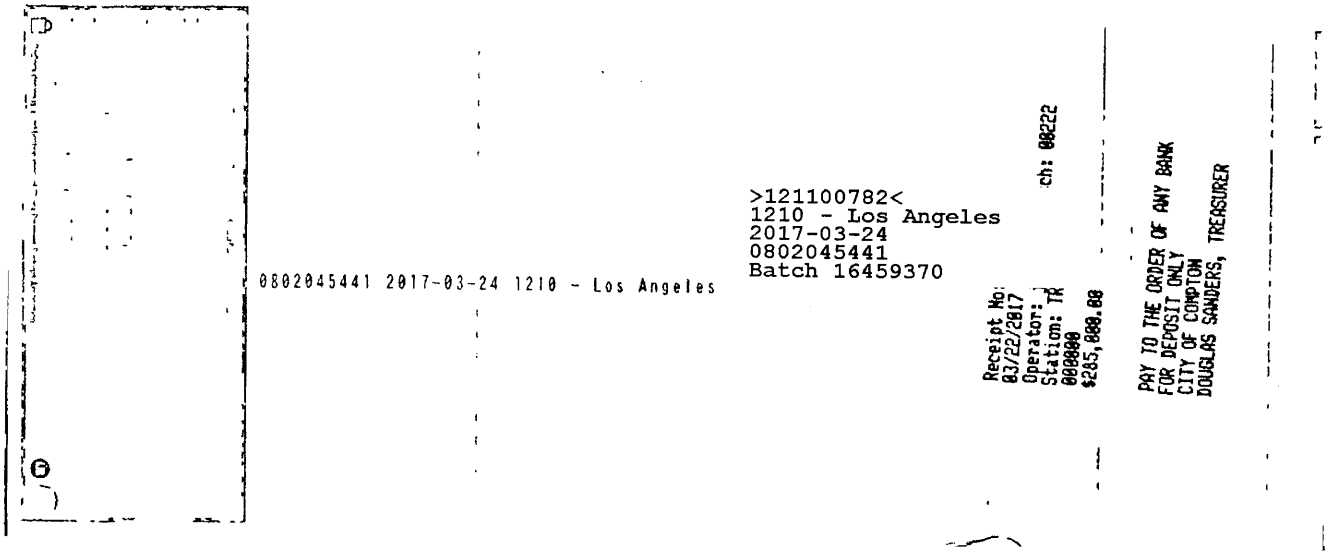
City of Compton

MEMO

Chuang-i Lin
AUTHORIZED SIGNATURE

Details on Back. Security Features Included

⑈010049⑈ ⑆121000358⑆ 3250790557 87⑈



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Batch 16459370

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Operator: 1
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PAY TO THE ORDER OF ANY BANK
FOR DEPOSIT ONLY
CITY OF COMPTON
DOUGLAS SAUNDERS, TREASURER

2805

ALAMEDA COURT, LLC.
12368 Valley Blvd Ste 117
EL MONTE, CA 91732-3628

Bank of America
11-35/1210

10082

3/28/2017

PAY TO THE ORDER OF City of Compton

$ **570,000.00

Five Hundred Seventy Thousand and 00/100********** DOLLARS

City of Compton

MEMO subsidy

AUTHORIZED SIGNATURE

Details on Back. Security Features Included

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Receipt No: 00229
03/29/2017
Operator: jr
Station: TR3
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PAY TO THE ORDER OF ANY BANK
FOR DEPOSIT ONLY
CITY OF COMPTON
DOUGLAS SANDERS, TREASURER

July 26, 2022

TO: MAYOR AND CITY COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($399,774)

SUMMARY

Adoption of this resolution will amend the Public Works Engineering Department 2022-20223 Fiscal Year's Budget and authorize the City Manager to enter into a third amendment (3rd) to the professional services agreement with John L. Hunter and Associates, Inc. to expand the scope of services to address additional National Pollutant Discharge Elimination System Program Compliance requirements (i.e. mandated monitoring activities) and authorize the establishment of a purchase order in the amount of $399,774 in compensation for the expanded scope of services.

BACKGROUND

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program, which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as drainage pipes or man-made channels, and ditches. Individual homes that discharge storm water to a municipal street's curb and gutter do not need a NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharge goes directly to receiving water systems such as municipal street's curb and gutter, catch basin, storm drains, etc. In most cases, the NPDES permit program is administered by authorized states. In California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality.

Compliance with NPDES permitting rules is multi-faceted and very time consuming. The Public Works Department ("Department") does not have sufficient staff resources to perform all tasks required by the complex NPDES permit

program. Thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year, (i.e. July 1, 2019 through June 30, 2022) professional services agreement with two (2) one

year options to extend, with John L. Hunter and Associates, Inc. ("Hunter") for National Pollution Discharge Elimination System Compliance Program services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year).

A monitoring program meeting the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather. The monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with Hunter. On April 14, 2020, pursuant to Resolution No. 25,238, City Council authorized the City Manager to amend the original professional service agreement (1st Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2020-2021 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $292,024.50.

On September 7, 2021, pursuant to Resolution No. 25,546, City Council authorized the City Manager to amend the professional services agreement (2nd Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2021-2022 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional cost of $342,300.

On April 13, 2022, Hunter, through and in conjunction with its sub-consultant, Alta Environmental dba NV5, submitted a proposal to provide the required Fiscal Year 2022-2023 monitoring services for the City's compliance with National Discharge Elimination System requirements.

Scope of Work

The scope of services consists of providing knowledgeable personnel on a time and materials basis. John L. Hunter will lead Task 1 and the sub-consultant NV5 will lead Task 2 (Monitoring and Reporting). The following is a list of specific tasks:

Task	Description
1. Program Assistance, Compliance Planning, and Reporting	
1.1 Attend Various Meetings	Represent the City's Public Works Department at various NPDES-related meetings including 1). The Los Angeles Watershed Management Committees, 2). Los Angeles Region Water Quality

Task	Description
	Control Board, 3). Los Angeles Gateway Authority, and 4). Other applicable Committees and sub-committees. Summary reports for meetings will be prepared for immediate viewing by the City. Any action items required by the City as a result of the meetings will be conveyed via email or phone call as soon as possible.
1.2 Docs & Updates	This task may include the preparation of meeting summaries, update/revisions to Storm Water Management Program forms and templates, and other as-needed NPDES documentation. The Project Manager will review and revise documents and deliverables, as needed, for content and accuracy. JLHA will provide recommended changes to City staff for approval. Documents will be prepared for viewing by the City.
1.3 Notice of Violation	We have represented several of its clients in MS4 program audits, responses to Notices of Violation, and other NPDES issues. Assistance will include developing responses and compliance plans, and negotiating with the Regional Board and/or Los Angeles County.
1.4 Update and Submit the City's MS4 Program	Update and submit the City's MS4 program – the Watershed Management Program, Integrated Monitoring Program, or Stormwater Management Program (i.e., the Minimum Control Measures) – to the Regional Board for approval. JLHA will assess and report on the status of program compliance, hold program update/development meetings, prepare program update/development and summary reports, and correspond with municipal staff and elected officials regarding program updates. Comments and

Task	Description
	updates will be provided to the Regional Board.
1.5 Negotiating the Next MS4 NPDES Permit (s)	As needed: Hold program update/development meetings, prepare program update/development summary reports, and prepare responses received by the Regional Board. JLHA will also correspond with municipal staff and elected officials related to MS4 Permit developments.
1.6 Negotiating Reasonable TMDLs	As needed: At the City's request JLHA will prepare and submit requests for TMDL time extensions, modified compliance schedules, and alternative compliance approaches. The Senior Project Manager will discuss best approaches with the City staff and will serve as the main representative of the City in interactions with Regional Board staff.
1.7 Annual Report	Provide information request forms specific to applicable City staff. We will review the completed forms with City staff and incorporate comments into a Draft Annual Report. We will update the County's WRAMPS.org database and incorporate volumetric management results into the Draft Annual Report. Based on available data we will prepare responses to program status and assessment elements of the Draft Annual Report. We will submit the Individual Annual Report prior to the final deadline. Note that the 2021 MS4 Permit requires semi-annual reporting. Semi-annual reports are due June 15th and December 15th. NV5 will assist with the monitoring element of the reports.
2. Monitoring	
2.1 Monitoring and Reporting Program	NV5 will provide monitoring services for one (1) receiving water site in Compton Creek, three (3) Municipal Separate Storm Sewer System (MS4) outfalls,

Task	Description
	and continued monitoring services for the Non-Stormwater Outfall-Based Screening and Monitoring Program requirements. NV5 will not include services for the Dominguez Channel Estuary Total Maximum Daily Load (TMDL) monitoring site (DOM-RW-DCE01) and the Los Angeles River Mass Emission Site (S-10), which are supported via cost sharing agreements with the watershed groups. NV5's scope of work and cost breakdown for this task is included in Attachment A of the proposal. Their standard rate schedule is incorporated in the following section.
3. Control Programs	
3.1 Planning and Land Development	
Update of Guidelines and Procedures for Development, Planning and Construction Project	As needed: Assess the City's MS4 NPDES Program and provide recommended changes to City staff on current construction LID/BMP standards and SWPPP review process/requirements, forms, and templates for incorporation into the Planning and Land Development and Construction Programs. The deliverables under this scope of services will be prepared for viewing by the City.
3.2 Industrial/Commercial Facilities	
Tracking	Update the industrial/commercial facility inventory using available data sources.
Outreach	Distribute outreach material and assist facility operators as needed with technical information. This includes corresponding with Industrial NPDES Permit "non-filers" regarding permit enrollment.
Inspecting and Compliance	Schedule and conduct BMP inspections, prepare inspection reports, follow-up, and issue enforcement. We

Task	Description
	assume that 462 facilities will require inspection. Note the actual number of facilities is uncertain at this time and will be determined through completion of the Tracking task. For egregious or repeated cases of non-compliance, enforcement notices can be prepared following city ordinances. This includes issuing violation notices to Industrial NPDES Permit non-filers. If noncompliance persist, we will work with City enforcement staff to resolve the issue.
3.3 Public Agency Activities and Training	
Training Requirement	JLHA will 1) Provide knowledgeable personnel to conduct the training at a time suitable to staff, 2) Focus on essential program elements, 3. Emphasize the internal work flow process and staff responsibilities, 4)Hold a Q&A, and 5) Provide slide presentations, key program forms, templates, and documentation. This includes access to an online, self-guided training site that stores training documents. We can also provide in-depth staff training on any component of the MS4 NPDES program

Monitoring

The proposal also provides monitoring services as outlined in the Baseline Monitoring and Reporting Plan to meet the intent of Enclosure 2 of the Los Angeles Regional Water Quality Control Board's (RWQCB) letter dated August 5, 2016. The letter specifies the monitoring and reporting requirements of Attachment E of the NPDES Permit No. CAS004001: Order No. R4-2012-0175 (Former Permit). The proposal has also been updated to include recent changes in accordance with Attachment E of the NPDES Permit No. CAS004004: Order No. R4-2021-0105 (Permit).

Additionally, this proposal provides monitoring services for one (1) receiving water site in Compton Creek, three (3) Municipal Separate Storm Sewer System (MS4)

outfalls, and continued monitoring services for the Non-Stormwater Outfall-Based Screening and Monitoring Program requirements.

The expanded scope of services for monitoring will include the following:

Task 1 – Project Management and Coordination

NV5 will conduct the planning, preparation, and subcontractor scheduling required for the proposed monitoring and reporting services. This task will include coordination with the client and the City as-needed, and attendance at up to one

(1) kick-off meeting and one (1) mid-term project meeting. This task will also be used to provide project updates, communications, and project invoicing.

Task 2 – Coordination, Permitting, Access Agreements with LADWP (1 Receiving Water Site (R1) and 3 MS4 Outfalls), and Updates to SAP/HASP

NV5 will update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction (FS1, FS2, and FS6). Additionally, Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1. Other permits, although not anticipated, will be obtained from other jurisdictions as-needed (e.g., Railway right of ways or Caltrans). This task also includes any necessary updates to the site-specific Health and Safety Plan (HASP) and Sampling and Analysis Plan (SAP), which will be implemented during all proposed field activities. The SAP will define the final analyst list for the 2022-2023 Monitoring Season based on the 2021-2022 annual report assessment.

Task 3 – Equipment Installation, Maintenance, and Laboratory Coordination

NV5 will procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed, depending on the site access requirements. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored bagged in clean enclosures prior to use.

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 site)

NV5 will perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. NV5 will target sampling the first significant rain event of the 2022-2023 wet season with a predicted rainfall of at least 0.25 inch at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least

24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sample events will be planned to be conducted (when possible, though not required) during similar events as the City of Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles River Monitoring Programs. Sampling events will be

preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges.

Monitoring will include sample collection of a single grab sample using an autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the event (20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is not amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures to represent the overall program. Aquatic toxicity will be monitored twice per year during the first and second sample events using the test species H. Azteca which was determined to be the most sensitive test species during screening in accordance with section IX.H.3 of the 2021 Permit. Additional sample will be collected during same two sample events for Toxicity Identification Evaluation (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., 50% effect) (total of two TIEs per wet season). This assumes that a TIE will be initiated and assumes it will be conclusive to indicate which pollutant class is likely causing toxicity and will be supported by chemistry data assessment. This task does not include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

NV5 will perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed in Task 4a. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures for Hi Resolution Pesticides and PCBs for FS6. The QC duplicate for R1 in Task 4a will be used for FS1 and FS2. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e., 50% effect). Therefore, up to two toxicity tests using the test species H. Azteca would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location. Additionally, based on the available of unused budget from the dry weather toxicity test (Task 4c), and assuming no TIEs were required, NV5 will coordinate with JLHA to determine the best use of funds for assessing TIE requirements within the available budget. This task does include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

NV5 will perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2022 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2022. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures.

Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). In accordance with the 2021 Permit, test species sensitivity is required to determine the most sensitive test species for future monitoring. NV5 has conducted the screening for weather during the 2021-2022 Season and determined H.zateca to be the most sensitive wet weather species. However, only one dry weather test screening is scheduled for June 2022. Therefore, an additional screening has been provided for the August 2022 dry weather event for P. promelas, C. dubia, H. Azteca, and C. dilutes to complete the required sensitivity testing. Additional sample will be collected during one event for Toxicity Identification Evaluation (TIE) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e. 50% effect). However, based on toxicity test results from the first dry weather event in Fall 2021, no toxicity was observed at Site R1. Therefore, budget has been included for one TIE to be performed for the receiving water site R1 for one dry weather event. In the event that a TIE is not required (no significant toxicity), the remaining budget will be utilized for Task 4b TIEs as-needed.

Dry weather monitoring in May 2023 will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period

(in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.

Task 5 – Non-Stormwater Outfall Source Identification

The City is required to perform non-stormwater outfall screening and monitoring to meet the following objectives outlined in the Permit:

1. Develop criteria or other means to ensure that all outfalls with significant non-stormwater discharges are identified and assessed during the term of the Permit.
2. For outfalls determined to have significant non-stormwater flow, determine whether flows are the result of illicit discharges, authorized or conditionally exempt non-stormwater flows, natural flows, or from unknown sources.
3. Address illicit discharges in accordance with the IDDE Program (Part VIII.I of the Permit) for appropriate action.
4. Prioritize monitoring of outfalls considering the potential threat to the receiving water and applicable TMDL compliance schedules.
5. Based on existing screening or monitoring data or other institutional knowledge, assess the impact of non-stormwater discharges (other than identified illicit discharges) on the receiving water.

6. Conduct monitoring or other investigations to identify the source of pollutants in non-stormwater discharges, consistent with the IDDE Program.
7. Conduct monitoring or other investigations to identify the source of pollutants in non-stormwater discharges, consistent with the IDDE Program.
8. Use results of the screening process to evaluate the conditionally exempt non-stormwater discharges identified in Parts III.A.2 and III.A.3 of the Permit and take appropriate actions pursuant to Part III.A.5.c of the Permit for those discharges that have been found to be a source of pollutants.
9. Maximize the use of the City's resources by integrating the screening and monitoring process into existing monitoring and/or screening efforts.

The City performed three (3) outfall screenings at major MS4 outfalls during the 2021-2022 monitoring year to identify significant non-stormwater outfalls. Significant non-stormwater discharges are determined by one or more of the following characteristics:

1. Discharges from major outfalls subject to dry weather TMDLs.
2. Discharges that have caused or have the potential to cause overtopping of downstream diversions.
3. Discharges exceeding a threshold discharge rate as proposed by the City.
4. Discharges from areas where there is evidence of ongoing potential illegal dumping or illicit connections. This shall include evidence gathered from field observations and/or monitoring data.

5. Other characteristics as determined by the City and incorporated within the City's screening program. If other characteristics are used, the City will provide a definition or a criterion for how a significant non-stormwater discharge will be determined. If the criterion is field measurements and/or water quality data, thresholds will be specified in the written procedures.

A total of two (2) significant non-stormwater outfalls were identified for source investigations during the 2021-2022 monitoring year screening and prioritization process. The City is required to conduct source investigations for outfalls identified to have significant non-stormwater discharge. The City is required to prioritize source investigations with consideration of dry weather TMDL compliance schedules, 303(d) listed waterbodies for dry weather constituents, dry weather receiving water monitoring data with recurring exceedances, geographic location, and other necessary factors.

During the 2022-2023 monitoring year, NV5 will conduct detailed upstream source investigations at two (2) significant non-stormwater outfalls to determine the sources (s) of significant non-stormwater discharge as outlined in the Permit:

1. If the source of a significant non-stormwater discharge is determined to be an illicit discharge, then the City will implement procedures to eliminate the discharge consistent with IDDE requirements.
2. If the source of a significant non-stormwater discharge is determined to be an NPDES permitted discharge, a discharge subject to a Record of Decision approved by U.S. EPA pursuant to section 121 of CERCLA, a conditionally exempt essential non-stormwater discharge, or entirely comprised of natural flows as defined at Part III.A.2 of the Permit, then the City will document the source.
3. If the source of a significant non-stormwater discharge is either unknown or a conditionally exempt, but non-essential, non-stormwater discharge, then the City will conduct monitoring required in Part VII.E of the Permit.
4. If the significant non-stormwater discharge is comprised of more than one source, then the City will attempt to quantify the relative contribution from each individual source or group of similar sources (e.g., irrigation overspray) and classify the contributions as authorized, conditionally exempt essential, natural, illicit discharge, conditionally exempt non-essential, or unknown.
5. If the source of a significant non-stormwater discharge is unknown, then the City will describe the efforts undertaken to identify the source. Methods for identifying the source of non-stormwater discharge may include inspection and/or surveillance, discharge monitoring and data loggers, video or physical inspection, monitoring for indicator parameters (e.g., surfactants, chlorine, pyrethroids), or other means.

6. If a source of a significant non-stormwater discharge originates within an upstream jurisdiction, then the City will inform in writing both the

7. upstream jurisdiction and the Los Angeles Water Board within 30 days of determination of the presence of the discharge, all available characterization data, contribution determination efforts, and efforts taken to identify its source.

NV5 will provide with summary of the source investigation activities and findings. Depending on the source (s) of the significant non-stormwater discharge at the two (2) significant non-stormwater outfalls, NV5 will provide recommendations for follow-up actions necessary to address the source (s) of the significant non-stormwater discharge according to the Permit requirements outlined above. The follow-up actions and any possible monitoring is not included in this proposal and will be conducted under a separate specific investigation scope of work (as-needed).

Task 6 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

NV5 will review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format.

Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted to NV5 upon completion. NV5 will review, finalize, format, and submit all field and analytical data to JLHA.

Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgement. Once the data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted.

NV5 will include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups).

Sample results and tables will be coordinated with JLHA and the City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates,

locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database.

In accordance with the 2021 Permit, results collected between January 1 through June 30 will be provided submitted by December 15 and results collected between July 1 through December 31 of the prior year will be submitted by June 15. NV5 will provide sufficient time for JLHA to review and comment on the draft report submittals prior to submitting the data to CEDEN.

Task 7 – Draft and Final Monitoring Report

NV5 will prepare a draft and final annual monitoring report. The draft report will be provided by August 30, 2022. The final report will be provided approximately two weeks after review by JLHA and the City (assuming two weeks for client review). Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30, 2022.

STATEMENT OF ISSUE

The agreement with Hunter expired on June 30, 2022. Since the current consultant is familiar with the City's needs in meeting the expansive requirements of the National Pollutant Discharge System Program and has satisfactorily performed the services, including the monitoring mandates of Fiscal Year 2020-2021, staff recommends amending the existing agreement to authorize Hunter to assist the City in complying with the monitoring requirements for Fiscal Year 2022-2023.

In order to authorize the City Manager to amend the professional services agreement to extend the terms and expand the scope of services with John L. Hunter and Associates, Inc. to address additional National Pollutant Discharge System Program Compliance requirements and authorize the issuance of a purchase order in the amount of Three Hundred Ninety Nine Thousand Seven Hundred Seventy Four Dollars ($399,774) in compensation for the expanded scope of services, City Council authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City is required to comply with the provisions of the NPDES permit program.

FISCAL IMPACT

The Public Works Engineering Department's 2022-2023 Fiscal Year budget shall be amended as follows:

From:

	Account No.	**Description**	**Amount**
	1529-000-000-2710	Measure M Fund Balance	$399,774

To:	**Account No.**	**Description**	**Amount**
	1529-710-000-4262	Other Professional Svc.	$399,774

Funds in the amount of $399,774 will be available in the Public Works 2022-2023 Fiscal Year budget in Account No. 1529-710-000-4262.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR., PROJECT MANAGER
PUBLIC WORKS ENGINEERING DEPARTMENT

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS ENGINEERING DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH JOHN L. HUNTER AND ASSOCIATES, INC. TO EXPAND THE SCOPE OF SERVICES FOR THE NATIONAL POLLUTANT DISCHARGE SYSTEM PROGRAM COMPLIANCE SERVICES AND PROVIDE ADDITIONAL COMPENSATION ($399,774)

WHEREAS, as authorized by the Clean Water Act, the U.S. Environmental Protection ("EPA") administers the National Pollutant Discharge Elimination System ("NPDES") permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States and point sources are conveyances such as drainage pipes or man-made channels or ditches; and

WHEREAS, individual homes that discharge storm water to a municipal street curb and gutter do not need a NPDES permit, however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street curb and gutter, catch basins, storm drains, and etc; and

WHEREAS, in most cases, the NPDES permit program is administered by authorized states and in California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the Public Works Engineering Department ("Department") does not have sufficient staff resources to perform all task required by the complex NPDES permit program; thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year (i.e. July 1, 2019 through June 30, 2022) professional service agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") with two (2) one year options to extend for the National Pollution Discharge Elimination System Compliance Program Services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year); and

WHEREAS, one of the critical components of the MS4 Permit is a monitoring program and in order to meet the Regional Board requirements must be implemented and include samples collected at multiple locations at multiple intervals during both wet and dry weather; and

WHEREAS, the monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with Hunter; thus**,** on April 14, 2020, pursuant to Resolution No. 25,238, City Council authorized the City Manager to amend the original professional service agreement (1st Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2020-2021 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $292,024.50; and

WHEREAS, on September 7, 2021, pursuant to Resolution No. 25,546, City Council authorized the City Manager to amend the professional services agreement (2nd Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2021-2022 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional cost of $342,300; and

WHEREAS, on April 13, 2022, Hunter, through and in conjunction with its sub-consultant, Alta Environmental dba NV5, submitted a proposal to provide the required Fiscal Year 2022-2023 monitoring services for the City's compliance with National Discharge Elimination System requirements. This proposal provides initial monitoring services for one (1) receiving water site in Compton Creek and three (3) Municipal Separate Storm Sewer System (MS4) outfalls to meet the intent of Regional Board's requirements at a cost of $399,774; and

WHEREAS, the agreement with Hunter expires on June 30, 2022 and since the current consultant is familiar with the City's needs in meeting the expansive requirements of the National Pollutant Discharge System Program and has satisfactorily performed the services, including the monitoring mandates of Fiscal Year 2021-2022, staff recommends amending and extending the existing agreement to authorize Hunter to assist the City in complying with the monitoring requirements for Fiscal Year 2022-2023 and further authorize additional compensation in the amount of $399,774.00 for provision of the additional services; and

WHEREAS, funds for this expenditure will be available in the Public Works Engineering Department's 2022-2023 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon advice and approval of the City Attorney is hereby authorized to enter into a third (3rd) amendment to the Professional Services Agreement with John L. Hunter and Associates, Inc. to extend the terms and expand the scope of services to provide comprehensive monitoring program services in compliance with National Pollutant Discharge System Compliance Program standards and requirements at a cost of $399,774.00.

SECTION 2. That the Public Works Engineering Department's 2022-2023 Fiscal Year budget shall be amended as follows:

From:

	Account No.	**Description**	**Amount**
	1529-000-000-2710	Measure M Fund Balance	$399,774

	Account No.	**Description**	**Amount**
To:	1529-710-000-4262	Other Professional Svc.	$399,774

SECTION 3. That funds in the amount of $399,774 will be available in the Public Works Department Fiscal Year 2022-2023 budget in Account No. 1529-710-000-4262 to include the additional compensation authorized herein.

SECTION 4. That a purchase order in the amount of $399,774 is authorized to be established for John L. Hunter and Associates, Inc. for the expanded services to be rendered.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Engineering Department.

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

ADOPTED this _____ day of _____, 2022.

_____
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 _____, 2022.

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

THIRD AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JOHN L. HUNTER AND ASSOCIATES
[NPDES PERMIT PROGRAM]

This **THIRD AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) and **JOHN L. HUNTER AND ASSOCIATES** (hereinafter referred to as **"CONSULTANT"**).

RECITALS:

WHEREAS, the National Pollutant Discharge Elimination System ("NPDES") is a nation-wide program authorized by the Clean Water Act to eliminate pollutants in the storm water, thereby reducing pollution in receiving waters; and

WHEREAS, the NPDES program requires that municipalities must obtain a permit if their discharges go directly to receiving water systems; and

WHEREAS, compliance with NPDES permitting rules is multi-faceted and very time consuming and the City's Public Works Department does not have sufficient staff resources to perform all tasks required by the complex NPDES permit program; thus, on September 17, 2019, pursuant to Resolution No. 25,120, the City Council authorized the City Manager to enter into a three (3) year (i.e. July 1, 2019 through June 30, 2022) Professional Services Agreement with and establish a purchase order for John L. Hunter and Associates, Inc. ("Hunter") and two (2) one year options to renew for National Pollution Discharge Elimination System Compliance Program services in the total amount of $255,000.00 (i.e. $85,000 per fiscal year); and

WHEREAS, subsequent to entering into the contractual relationship with Consultant, it was brought to the attention of the City that one of the critical components of the MS4 Permit is having a comprehensive monitoring program which meets the State Regional Water Quality Control Board's requirements; however, the monitoring portion of the NPDES compliance was not included in the scope of services under the original professional services agreement with the Consultant; thus, on April 14, 2020, pursuant to Resolution No. 25,238, the City Council authorized the City Manager to amend the original professional service agreement (1st Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2020-2021 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $292,024.50; and

WHEREAS, on September 7, 2021, pursuant to Resolution No. 25,546, City Council authorized the City Manager to amend the professional services agreement (2nd Amendment) with Hunter to expand the scope of services to provide monitoring program services for Fiscal Year 2021-2022 in compliance with the National Pollutant Discharge System Compliance Program standards and requirements at the additional cost of $342,300.

WHEREAS, On April 13, 2022, Hunter, through and in conjunction with its sub-consultant, Alta Environmental dba NV5, submitted a proposal to provide the required Fiscal Year 2022-2023 monitoring services for the City's compliance with National Discharge Elimination System requirements; and

WHEREAS, there is a need to amend the professional services agreement with the Consultant to revise the scope of services to provide for implementation of the additional services required by the NPDES monitoring requirements of the permit and provide for additional compensation for such services to be rendered; and

WHEREAS, by Resolution No. _____, adopted on the ____ of June 2022, the City Council authorized the City Manager to enter into a third (3rd) amendment to the professional services agreement with the Consultant to extend the terms and expand the scope of services to provide comprehensive monitoring program services in compliance with National Pollutant Discharge System Compliance Program standards and requirements at the additional costs of $399,774.00.

NOW, THEREFORE, the Parties do hereby mutually agree to amend the Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to expand the scope of services to be rendered by the Consultant to include the following tasks and deliverables during Fiscal Year 2022-2023:

Task 1 – Project Management and Coordination

Task 2 – Coordination, Permitting, Access agreements with LADWP (1 Receiving Water Site (R1) and 3 MS4 Outfalls), and Updates to SAP/HASP

Task 3 – Equipment Installation, Maintenance, and Laboratory Coordination

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 site)

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

Task 5 – Non-Stormwater Outfall Source Identification

Task 6 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

Task 7 – Draft and Final Monitoring Report

As more fully described in the **Consultant's (Sub-Consultant Alta Environmental's dba NV5) "Proposal for City of Compton NPDES Monitoring and Reporting for the 2022-2023 Monitoring Year",** dated April 13, 2022, which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for the expanded scope of services to be provided, as specified above in Section 1, in the not-to-exceed amount of Three Hundred Ninety Nine Thousand Seven Hundred Seventy Four Dollars ($399,774.00).

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

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

JOHN L. HUNTER AND ASSOCIATES
CONSULTANT

Dated: _____ **By _____**
John L. Hunter, President

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

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

April 13, 2022

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

Subject: Proposal for Assistance with the MS4 NPDES Program

Michael L. Antwine:

John L. Hunter and Associates (JLHA) and our subcontractor team NV5 welcome the opportunity to continue providing MS4 NPDES Program consultant services to the City of Compton.

Scope of Work

The scope of services consists of providing knowledgeable personnel on a time and materials basis. NV5 will lead Task 2 (Monitoring and Reporting). The following is a list of specific tasks:

Task	Description
1 Program Assistance, Compliance Planning, and Reporting	
1.1 Attend various meetings	Represent the City's PW Dept at various NPDES-related meetings including 1) the Los Angeles Watershed Management Committees, 2) Los Angeles Region Water Quality Control Board, 3) L.A. Gateway Region Authority, and 4) other applicable Committees and sub-committees. Summary reports for meetings will be prepared for immediate viewing by the City. Any action items required by the City as a result of the meetings will be conveyed via email or phone call as soon as possible.
1.2 Docs & Updates	This task may include the preparation of meeting summaries, updates/revisions to Storm Water Management Program forms and templates, and other as-needed NPDES documentation. The Project Manager will review and revise documents and deliverables, as needed, for content and accuracy. JLHA will provide recommended changes to City staff for approval. Documents will be prepared for viewing by the City.
1.3 Notice of Violation	We have represented several of its clients in MS4 program audits, responses to Notices of Violation, and other NPDES issues. Assistance will include developing responses and compliance plans, and negotiating with the Regional Board and/or LA County.
1.4 Update and Submit the City's MS4 Program	Update and submit the City's MS4 program—the Watershed Management Program, Integrated Monitoring Program, or Stormwater Management Program (i.e., the Minimum Control Measures)—to the Regional Board for approval. JLHA will assess and report on the status of program compliance, hold program update/development meetings, prepare program update/development and summary reports, and correspond with municipal staff and elected officials regarding program updates. Comments and updates will be provided to the Regional Board.
1.5 Negotiating the Next MS4 NPDES Permit(s)	As needed: Hold program update/development meetings, prepare program update/development and summary reports, and prepare responses received by the Regional Board. JLHA will also correspond with municipal staff and elected officials related to MS4 Permit developments.

1.6 Negotiating Reasonable TMDLs	As needed: At the City's request JLHA will prepare and submit requests for TMDL time extensions, modified compliance schedules, and alternative compliance approaches. The Senior Project Manager will discuss best approaches with the City staff and will serve as the main representative of the City in interactions with Regional Board staff.
1.7 Annual Report	Provide information request forms specific to applicable City staff. We will review the completed forms with City staff and incorporate comments into a Draft Annual Report. We will update the County's WRAMPS.ORG database and incorporate volumetric management results into the Draft Annual Report. Based on available data we will prepare responses to program status and assessment elements of the Draft Annual Report. We will submit the Individual Annual Report prior to the final deadline. Note that the 2021 MS4 Permit requires semi-annual reporting. Semi-annual reports are due June 15th and December 15th. NV5 will assist with the monitoring element of the reports.
2 Monitoring	
2.1 Monitoring and Reporting Program	NV5 will provide monitoring services for one (1) receiving water site in Compton Creek, three (3) Municipal Separate Storm Sewer System (MS4) outfalls, and continued monitoring services for the Non-Stormwater Outfall-Based Screening and Monitoring Program requirements. NV5 will not include services for the Dominquez Channel Estuary Total Maximum Daily Load (TMDL) monitoring site (DOM-RW-DCE01) and the Los Angeles River Mass Emission Site (S-10), which are supported via cost sharing agreements with the watershed groups. NV5's scope of work and cost breakdown for this task is included in Attachment A of the proposal. Their standard rate schedule is incorporated in the following section.
3 Control Programs	
3.1 Planning and Land Development	
Update of Guidelines and Procedures for Development, Planning and Construction Project	As needed: Assess the City's MS4 NPDES Program and provide recommended changes to City staff on current construction LID/BMP standards and SWPPP review process/requirements, forms, and templates for incorporation into the Planning and Land Development and Construction Programs. The deliverables under this scope of services will be prepared for viewing by the City.
3.2 Industrial/Commercial Facilities	
Tracking	Update the industrial/commercial facility inventory using available data sources.
Outreach	Distribute outreach material and assist facility operators as needed with technical information. This includes corresponding with Industrial NPDES Permit "non-filers" regarding permit enrollment.
Inspecting and Compliance	Schedule and conduct BMP inspections, prepare inspection reports, follow-up, and issue enforcement. We assume that 462 facilities will require inspection. Note the actual number of facilities is uncertain at this time and will be determined through completion of the Tracking task. For egregious or repeated cases of non-compliance, enforcement notices can be prepared following city ordinances. This includes issuing violation notices to Industrial NPDES Permit non-filers. If noncompliance persists, we will work with City enforcement staff to resolve the issue.
3.3 Public Agency Activities and Training	
Training Requirement	JLHA will 1) provide knowledgeable personnel to the conduct the training at a time suitable to staff, 2) focus on essential program elements, 3) emphasize the internal work flow process and staff responsibilities, 4) hold a Q&A, and 5) provide slide presentations, key program forms, templates, and documentation. This includes

	access to an online, self-guided training site that stores training documents. We can also provide in-depth staff training on any component of the MS4 NPDES program.

Schedule

The timeframe of this proposal is from July 1, 2022, to June 30, 2023. (The actual number of inspections may change after the completion of the Tracking task. If this occurs, we will inform the City and will not proceed with additional inspections without authorization from the City.)

Project Team

The following lists the key personnel for this project and their typical project roles.

Program Title	Team Member Information	
Project Manager	Name	**Michelle Staffield**, PE, MSE, CPSWQ, QSD
	Roles	Point of contact, manages services implementation and budget
Programs Manager	Name	**Cameron McCullough**, MS, CPSWQ, QSD/P, IGP ToR
	Roles	Point of contact, provides technical oversight of NPDES program
Assistant Project Manager	Name	**Hugo Garcia**, CPSWQ, CESSWI, QSD/P
	Roles	QA/QCs reports, and assists PMs
Senior Inspector	Name	**Chris Smith**, CESSWI, QSP, QISP
	Roles	Field compliance inspections
Inspector	Name	**Brandon LaBeet**
	Roles	Field compliance inspections
Inspector	Name	**Erick Barrales**
	Roles	Field compliance inspections
Senior Project Manager	Name	**Garth Engelhorn**, CPSWQ, QISP/ToR (Subcontractor: NV5)
	Roles	Project delivery for Monitoring &Reporting Program
Principal-In-Charge	Name	**David Renfrew**, CPSWQ, QISP/ToR, QSD/P, PMP (Subcontractor: NV5)
	Roles	Project delivery for Monitoring &Reporting Program

Cost

Our rate schedule and estimated costs are on the following page. Thank you again for the opportunity to offer our services. If you have any questions, you can reach me at cmccullough@jlha.net or 562.726.4259.

Sincerely,

Cameron McCullough, Director

JLHA Standard Rate Schedule

Principal	$195	/ hour
Director	$175	/ hour
Program Manager	$175	/ hour
Staff Engineer	$175	/ hour
Project Manager	$165	/ hour
Assistant Project Manager	$155	/ hour
Project Engineer	$155	/ hour
Compliance Specialist II	$125	/ hour
Project Analyst II	$125	/ hour
Compliance Specialist I	$115	/ hour
Project Analyst I	$115	/ hour
Administrative Assistant, Laborer (OSHA 40hr certified)	$75	/ hour
Inspection – Combined CBR/FOG or NPDES/FOG	$150	/ unit
Inspection – FOG only	$125	/ unit
Inspection – Industrial/commercial facility	$125	/ unit
State Certified Laboratory Analysis		Cost + 5%
Legal Consultation, Court Appearances/Document review, etc.	$250	/ hour
Subcontracted equipment		Cost + 5%

This rate schedule is subject to consumer price index (CPI) increases in subsequent years.

NV5 Standard Rate Schedule

Senior Principal	$225 / hour
Principal	$215 / hour
Senior III	$190 / hour
Senior II	$180 / hour
Senior I	$170 / hour
Staff III	$160 / hour
Staff II	$155 / hour
Staff I	$145 / hour
Associate III	$130 / hour
Associate II	$120 / hour
Associate I	$115 / unit
Specialist III	$90 / hour
Specialist II	$85 / hour
Specialist I	$70 / hour
Financial Analyst II	$77 / hour
Administrative I	$51 / hour

Estimated Costs

This project will be on a time and materials basis. We will not exceed the budgetary amount without the City's prior authorization. If during implementation of our services, changes in our initial scope estimates result in a potential exceedance of the total cost estimate, we will inform the City as soon as possible.

Estimated Annual Not-to-Exceed-Costs

Task name	2022-2023	
	Cost*	Totals
1 Program Assistance, Compliance Planning, and Reporting		$40,000
1.1 Attend various meetings	$10,000	
1.2 Docs & Updates	$5,000	
1.3 Notice of Violation	$5,000	
1.4 Update and submit the City's MS4 program	$5,000	
1.5 Negotiating the Next MS4 NPDES Permit(s)	$5,000	
1.6 Negotiating Reasonable TMDLs	$5,000	
1.7 Annual Report	$5,000	
2 Monitoring		$292,024
2.1 Monitoring and Reporting Program	$292,024	
3 Control Programs		$67,750
3.1 Planning and Land Development	$5,000	
3.2 Industrial Commercial Facilities	$57,750	
3.3 Public Agency Activities and Training	$5,000	
Total Not to Exceed*		$399,774

*This cost is subject to 3% consumer price index (CPI) increases in subsequent years

Attachment A

NV5 Proposal

March 29, 2022

Mr. John L. Hunter, PE
John L. Hunter and Associates, Inc.
6131 Orangethorpe Avenue, Suite 300
Buena Park, California 90620

Re: Proposal for City of Compton NPDES Monitoring and Reporting for the 2022-2023 Monitoring Year

Dear Mr. Hunter:

Alta Environmental, LP DBA NV5 (NV5) is pleased to submit this cost proposal to John L. Hunter and Associates, Inc. (JLHA) to provide monitoring services for the City of Compton's (City) compliance with National Pollutant Discharge Elimination System (NPDES) requirements. This proposal provides monitoring services as outlined in the Baseline Monitoring and Reporting Plan to meet the intent of Enclosure 2 of the Los Angeles Regional Water Quality Control Board's (RWQCB) letter dated August 5, 2016. The letter specifies the monitoring and reporting requirements of Attachment E of the NPDES Permit No. CAS004001: Order No. R4-2012-0175 (Former Permit). The proposal has also been updated to include recent changes in accordance with Attachment E of the NPDES Permit No. CAS004004: Order No. R4-2021-0105 (Permit)

This proposal provides monitoring services for one (1) receiving water site in Compton Creek, three (3) Municipal Separate Storm Sewer System (MS4) outfalls, and continued monitoring services for the Non-Stormwater Outfall-Based Screening and Monitoring Program requirements.

This proposal does not include services for the Dominquez Channel Estuary Total Maximum Daily Load (TMDL) monitoring site (DOM-RW-DCE01) and the Los Angeles River Mass Emission Site (S-10), which are supported via cost sharing agreements with the watershed groups.

1 SCOPE OF WORK

Task 1 – Project Management and Coordination

NV5 will conduct the planning, preparation, and subcontractor scheduling required for the proposed monitoring and reporting services. This task will include coordination with the client and the City as-needed, and attendance at up to one (1) kickoff meeting and one (1) mid-term project meeting. This task will also be used to provide project updates, communications, and project invoicing.

Task 2 –Coordination, Permitting, Access agreements with LADPW (1 Receiving Water Site (R1) and 3 MS4 Outfalls), and Updates to SAP/HASP

NV5 will update necessary encroachment permits with Los Angeles County Flood Control (LACFD) for one (1) receiving water site in Compton Creek (R1) and three (3) MS4 Outfall sites in the City's jurisdiction

(FS1, FS2, and FS6). Additionally, Letter of No Objection (LNO) or no fee Section 408 Permit will be obtained from the Army Corps of Engineers (ACOE) for access to Outfall FS1. Other permits, although not anticipated, will be obtained from other jurisdictions as-needed (e.g., Railway right of ways or Caltrans). This task also includes any necessary updates to the site-specific health and safety plan (HASP) and Sampling and Analysis Plan (SAP), which will be implemented during all proposed field activities. The SAP will define the final analyte list for the 2022-2023 Monitoring Season based on the 2021-2022 annual report assessment.

Task 3 – Equipment Installation, Maintenance, and Laboratory Coordination

NV5 will procure equipment, obtain sample supplies, and coordinate with laboratories to ensure analytical procedures are well defined. Equipment will be installed and will include confined space entry as-needed, depending on the site access requirements. Flow meters, sample strainers, and sample tubing will be installed and maintained throughout the monitoring season. Site surveys (width, depth, roughness, and slope) will be performed at each location to define the flow meter parameter entries for ensuring accurate flow measurements. Autosamplers will be programmed accordingly for the sample pacing to ensure representative sample collection. All sampling equipment will be decontaminated prior to each sample event and stored bagged in clean enclosures prior to use.

Task 4a – Receiving Water Wet Weather Monitoring (3 Events x 1 sites)

NV5 will perform wet weather monitoring at one (1) receiving water site (R1) in Compton Creek during three monitoring events. NV5 will target sampling the first significant rain event of the 2022-2023 wet season with a predicted rainfall of at least 0.25 inch at a 70 percent probability of rainfall at the National Weather Service (NWS) Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22) at least 24 hours prior to the event start time will be targeted. Two subsequent storm events that forecast sufficient rainfall and runoff to meet program objectives and site-specific study needs will also be targeted. Sample events will be planned to be conducted (when possible, though not required) during similar events as the City of Los Angeles Monitoring Program for data comparability with the Dominguez Channel and Los Angeles River Monitoring Programs. Sampling events will be preceded by a minimum of three days of dry weather (less than 0.1 inch of rain each day) at NWS CMGC1 prior to the forecasted event. Receiving water monitoring will begin as soon as possible after storm water outfall-based monitoring in order to be reflective of potential impacts from MS4 discharges."

Monitoring will include sample collection of a single grab sample using an autosampler pump and temporary tubing extended into the channel flow during or near the peak flow of the event (>20% of base-flow conditions and during obvious storm flow influences). The R1 Monitoring Site is not amenable for installing a permanent station due to a soft channel bottom that is periodically maintained by LACFD. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures to represent the overall program. Aquatic toxicity will be monitored twice per year during the first and second sample events using the test species *H. Azteca* which was determined to be the most sensitive test species during screening in accordance with section IX.H.3 of the 2021 Permit. Additional sample will be collected during same two sample events for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., ≥ 50% effect) (total of two TIEs per wet season). This assumes that a TIE will be

initiated and assumes it will be conclusive to indicate which pollutant class is likely causing toxicity and will be supported by chemistry data assessment. This task does include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4b – Wet Weather Outfall Monitoring (3 Events x 3 sites)

NV5 will perform monitoring at three (3) MS4 Outfall sites (FS1, FS2, and FS6) at the same time and following the same mobilization criteria as listed in Task 4a. Monitoring will include sample collection using either time weighted sampling techniques in accordance with the Permit and SAP. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for all required parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures for Hi Resolution Pesticides and PCBs for FS6. The QC duplicate for R1 in Task 4a will be used for FS1 and FS2. Additional sample will be collected at FS1 and FS2 during the second event for Toxicity Identification Evaluations (TIEs) in the event the toxicity is observed that triggers the TIE threshold in the receiving water toxicity test sample (i.e., ≥ 50% effect). Therefore, up to two toxicity tests using the test species *H. Azteca* would potentially be performed during the second wet event at the Outfalls FS1 and FS2, and one potential TIE has been budgeted in the event significant toxicity was identified at a given sample location. Additionally, based on the available of unused budget from the dry weather toxicity testing (Task 4c), and assuming no TIEs were required, NV5 will coordinate with JLHA to determine the best use of funds for assessing TIE requirements within the available budget. This task does include contingency for labor for up to one false start. Additional false starts will be coordinated as-needed through a change order process.

Task 4c – RW Dry Weather Monitoring (2 Events x 1 sites)

NV5 will perform dry weather monitoring at one (1) receiving water site (R1) in Compton Creek. One event will be conducted during a month with the historically lowest baseflow or during the historically driest month of 2022 in accordance with the Permit (or upon approval of access agreements with LADPW). The other monitoring event will occur in May 2022. Dry weather monitoring will occur when preceded by at least 7 days of dry weather with no measurable precipitation at the National Weather Service Rain Gauge Station (CMGC1) at Compton Creek (33.88/-118.22). Monitoring will include sample collection using either flow weighted or time weighted sampling techniques in accordance with the Permit. Samples will be collected and submitted to the laboratory under chain of custody and will be analyzed for the parameters listed in the Baseline Monitoring and Reporting Plan, and as specified in the attached Analytical Cost Schedule (Table 3). Sample collection will include one duplicate and one blank sample per monitoring year for quality assurance procedures.

Aquatic toxicity will be monitored once per year, once during the month with the historically lowest flows (August). In accordance with the 2021 Permit, test species sensitivity is required to determine the most sensitive test species for future monitoring. NV5 has conducted the screening for wet weather during the 2021-2022 Season and determined *H.azteca* to be the most sensitive wet weather species. However, only one dry weather test screening is scheduled for June 2022. Therefore an additional screening has been provided for the August 2022 dry weather event for *P. promelas, C. dubia, H. Azteca, and C. dilutus* to complete the required sensitivity testing. Additional sample will be collected during the one event for

Toxicity Identification Evaluation (TIE) in the event the toxicity is observed that triggers the TIE threshold in the toxicity test sample (i.e., ≥ 50% effect). However, based on toxicity test results from the first dry weather event Fall 2021, no toxicity was observed at Site R1. Therefore, budget has been included for one TIE to be performed for the receiving water site R1 for one dry weather event. In the event that a TIE is not required (no significant toxicity), the remining budget will be utilized for Task 4b TIEs as-needed.

Dry weather monitoring in May 2023 will also include one event for Benthic Macroinvertebrate Bioassessment in accordance with the Southern California Storm Water Monitoring Coalition (SMC) Regional Stream Bioassessment Program. Bioassessment is not recommended during the historically driest period (in August or September) as the SMC Bioassessment Program is aligned for taking representative and comparable samples in the spring or early summer.

Task 5 – Non-Stormwater Outfall Source Identification

The City is required to perform non-stormwater outfall screening and monitoring to meet the following objectives outlined in the Permit:

1. Develop criteria or other means to ensure that all outfalls with significant non-stormwater discharges are identified and assessed during the term of the Permit.
2. For outfalls determined to have significant non-stormwater flow, determine whether flows are the result of illicit discharges, authorized or conditionally exempt non-stormwater flows, natural flows, or from unknown sources.
3. Address illicit discharges in accordance with the IDDE Program (Part VIII.I of the Permit) for appropriate action.
4. Prioritize monitoring of outfalls considering the potential threat to the receiving water and applicable TMDL compliance schedules.
5. Based on existing screening or monitoring data or other institutional knowledge, assess the impact of non-stormwater discharges (other than identified illicit discharges) on the receiving water.
6. Conduct monitoring and assess the monitoring data to determine the impact of non-stormwater discharges on the receiving water.
7. Conduct monitoring or other investigations to identify the source of pollutants in non-stormwater discharges, consistent with the IDDE Program.
8. Use results of the screening process to evaluate the conditionally exempt non-stormwater discharges identified in Parts III.A.2 and III.A.3 of the Permit and take appropriate actions pursuant to Part III.A.5.c of the Permit for those discharges that have been found to be a source of pollutants.
9. Maximize the use of the City's resources by integrating the screening and monitoring process into existing monitoring and/or screening efforts.

The City performed three (3) outfall screenings at major MS4 outfalls during the 2021-2022 monitoring year to identify significant non-stormwater outfalls. Significant non-stormwater discharges are determined by one or more of the following characteristics:

1. Discharges from major outfalls subject to dry weather TMDLs.
2. Discharges that have caused or have the potential to cause overtopping of downstream diversions.
3. Discharges exceeding a threshold discharge rate as proposed by the City.
4. Discharges from areas where there is evidence of ongoing potential illegal dumping or illicit connections. This shall include evidence gathered from field observations and/or monitoring data.
5. Other characteristics as determined by the City and incorporated within the City's screening program. If other characteristics are used, the City will provide a definition or a criterion for how a significant non-stormwater discharge will be determined. If the criterion is field measurements and/or water quality data, thresholds will be specified in the written procedures.

A total of two (2) significant non-stormwater outfalls were identified for source investigations during the 2021-2022 monitoring year screening and prioritization process. The City is required to conduct source investigations for outfalls identified to have significant non-stormwater discharge. The City is required to prioritize source investigations with consideration of dry weather TMDL compliance schedules, 303(d) listed waterbodies for dry weather constituents, dry weather receiving water monitoring data with recurring exceedances, geographic location, and other necessary factors.

During the 2022-2023 monitoring year, NV5 will conduct detailed upstream source investigations at two (2) significant non-stormwater outfalls to determine the source(s) of significant non-stormwater discharge as outlined in the Permit:

1. If the source of a significant non-stormwater discharge is determined to be an illicit discharge, then the City will implement procedures to eliminate the discharge consistent with IDDE requirements.
2. If the source of a significant non-stormwater discharge is determined to be an NPDES permitted discharge, a discharge subject to a Record of Decision approved by U.S. EPA pursuant to section 121 of CERCLA, a conditionally exempt essential non-stormwater discharge, or entirely comprised of natural flows as defined at Part III.A.2 of the Permit, then the City will document the source.
3. If the source of a significant non-stormwater discharge is either unknown or a conditionally exempt, but non-essential, non-stormwater discharge, then the City will conduct monitoring required in Part VII.E of the Permit.
4. If the significant non-stormwater discharge is comprised of more than one source, then the City will attempt to quantify the relative contribution from each individual source or group of similar sources (e.g., irrigation overspray) and classify the contributions as authorized, conditionally exempt essential, natural, illicit discharge, conditionally exempt non-essential, or unknown.
5. If the source of a significant non-stormwater discharge is unknown, then the City will describe the efforts undertaken to identify the source. Methods for identifying the source of non-stormwater discharge may include inspection and/or surveillance, discharge monitoring and data loggers, video or physical inspection, monitoring for indicator parameters (e.g., surfactants, chlorine, pyrethroids), or other means.
6. If a source of a significant non-stormwater discharge originates within an upstream jurisdiction, then the City will inform in writing both the upstream jurisdiction and the Los Angeles Water Board within 30 days of determination of the presence of the discharge, all available characterization data, contribution determination efforts, and efforts taken to identify its source.

NV5 will provide with summary of the source investigation activities and findings. Depending on the source(s) of the significant non-stormwater discharge at the two (2) significant non-stormwater outfalls, NV5 will provide recommendations for follow up actions necessary to address the source(s) of the significant non-stormwater discharge according to the Permit requirements outlined above. The follow up actions and any possible monitoring is not included in this proposal and will be conducted under a separate specific investigation scope of work (as-needed).

Task 6 – Analytical Data QA/QC, Data Tables, and CEDEN Formatting and Uploads

NV5 will review and finalize all flow data, prepare flow volume calculations, flow hydrographs and other appropriate information necessary for assessment. Once the data has been appropriately reviewed using quality assurance/quality control (QA/QC) procedures, event flow hydrographs from each wet weather sampling event and wet weather season hydrographs will be provided in both Excel and Adobe Acrobat

format. Event rainfall summaries from each wet weather sampling event and wet weather season rainfall summaries will be provided in both Excel and Adobe Acrobat format.

Analytical data records (bookmarked PDF and EDD formats) will be generated by the laboratories and submitted to NV5 upon completion. NV5 will review, finalize, format, and submit all field and analytical data to JLHA.

Data verification will include a review for completeness and accuracy, review for outliers and omissions, and the use of performance criteria to identify laboratory quality control sample outliers. Data validation consists of accepting, rejecting, or applying qualifiers to data based on the QAPP, analytical method criteria, and professional judgment. Once the data has been appropriately reviewed and QA/QC performed, the results will be tabulated and reviewed for accuracy and completeness. Any qualified or missing results will be explained and noted.

NV5 will include the data from the required TMDL stations S10 and DOM-RW-DCE01 (via cost sharing agreements with the watershed groups).

Sample results and tables will be coordinated with JLHA and the City. Following approval, the results will be sent electronically per the Regional Board's paperless office guidelines to losangeles@waterboards.ca.gov. The results will highlight exceedances of applicable WQBELs, receiving water limitations, action levels, or aquatic toxicity thresholds and include basic information regarding sampling dates, locations, or other pertinent documentation. Results will be transmitted using SMC Standardized Data Transfer Formats (SDTFs), which is equivalent to the California Data Exchange Network (CEDEN) format. The results will be provided to the Regional Board and uploaded directly to the CEDEN database.

In accordance with the 2021 Permit, results collected between January 1 through June 30 will be provided submitted by December 15 and results collected between July 1 through December 31 of the prior year will be submitted by June 15. NV5 will provide sufficient time for JLHA to review and comment on the draft report submittals prior to submitting the data to CEDEN.

Task 7 – Draft and Final Monitoring Report

NV5 will prepare a draft and final annual monitoring report. The draft report will be provided by August 30, 2022. The final report will be provided approximately two weeks after review by JLHA and the City (assuming two weeks for client review). Comments will be addressed, and a final report will be provided via pdf (electronic delivery) by September 30, 2022.

2 PROJECT COST

NV5 proposes to implement the scope of work on a time-and-materials basis not to exceed a base cost of **$ $292,024.10.**

A Summary Cost Schedule and a Detailed Cost Schedule are attached in Table 1 and Table 2, respectively. Additional work provided beyond those services described will be provided on a time-and-materials basis. The Analytical Cost Schedule is attached in Table 3.

3 COST ASSUMPTIONS

1. Costs are provided for receiving water and MS4 Outfall sampling and reporting for sites in the City of Compton's jurisdiction (R1, FS1, FS2, and FS6).
2. Permitting costs for LADPW access agreements are included at a rate of $1,439.00/area (1 for RW and 1 for three for MS4 Outfalls). This cost is estimated based on previous similar access agreements. If significant engineering drawings or extensive permitting costs exceed this value, NV5 will promptly notify JLHA to address LADPW's concerns. It is also assumed that ACOE will not require a fee permit for the FS1 Site.
3. The estimated costs for Task 3 are based on establishing temporary monitoring stations for flow monitoring and autosamplers. Should permanent stations be needed and/or specific accommodations be required to obtain permits with LACFD or other jurisdictions, revisions to the cost estimate for this task will be needed.
4. Traffic control equipment will be required for site FS2.
5. Security Staffing has been included for sites FS1 and FS6 to prevent theft, vandalism, or personal safety concerns from transients during wet weather events (as-needed).
6. Work is dependent upon a sufficient number of storm events meeting sampling criteria.
7. If the source of a significant non-stormwater discharges under Task 5 is determined to be either an illicit discharge or either an unknown, or conditionally exempt, but non-essential, non-stormwater discharge that requires further assessment, such monitoring is not included in this proposal and will be determined under a separate specific investigation scope of work.

We appreciate this opportunity to provide this proposal. Please do not hesitate to call me at (760) 908-5749 or (562) 495-5777 should you have any questions or concerns regarding this proposal. We look forward to working with you on this project.

For and on behalf of NV5,

David S. Renfrew, PMP, QISP/ToR, CPSWQ, QSD
Vice President, Water Resources

Garth Engelhorn, CPSWQ, QISP/ToR
Senior Project Manager

Attachments: (1) Table 1 – Summary Cost Schedule
(2) Table 2 – Detailed Cost Schedule
(3) Table 3 – Analytical Cost Schedule

TABLE 1. SUMMARY COST SCHEDULE

Work Item	Total Staff Hours	Total Labor Costs	Total Reimbursables (Subcontractors and ODCs)	Total Costs
Task 1. Project Management and Coordination	64	$ 11,856.00	$ -	**$ 11,856.00**
Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW, Update SAP/HASP	68	$ 8,560.00	$ 1,628.55	**$ 10,188.55**
Task 3. Equipment, Installation, and Maintenance, Lab Coordination	122	$ 15,360.00	$ 16,323.30	**$ 31,683.30**
Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)	99	$ 14,265.00	$ 20,590.50	**$ 34,855.50**
Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)	422	$ 51,920.00	$ 48,886.31	**$100,806.31**
Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)	72	$ 9,100.00	$ 35,056.64	**$ 44,156.64**
Task 5. NSW Outfall Monitoring Source Investigation	128	$ 16,250.00	$ 1,927.80	**$ 18,177.80**
Task 6. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	171	$ 26,180.00	$ -	**$ 26,180.00**
Task 7. Draft and Final Monitoring Report	84	$ 14,120.00	$ -	**$ 14,120.00**
Total	**1,230**	**$167,611.00**	**$ 124,413.10**	**$292,024.10**

TABLE 2. DETAILED COST SCHEDULE

NV5
ALTA ENVIRONMENTAL

Compton NPDES Sampling (2022-23)		Task Description																				Total Hours	Total Cost
		Task 1. Project Management and Coordination		Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW, Update SAP/HASP		Task 3. Equipment, Installation, and Maintenance, Lab Coordination		Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)		Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)		Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)		Task 5. NSW Outfall Source Identification		Task 6. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads		Task 7. Draft and Final Monitoring Report			
Alta Title	**Hourly Rate**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**			**Hours**	**Cost**	**Hours**	**Cost**		
Senior Principal	$ 225.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Principal	$ 215.00	40	$ 8,600.00	4	$ 860.00	12	$ 2,580.00	15	$ 3,225.00	6	$ 1,290.00	12	$ 2,580.00	6	$ 1,290.00	14	$ 3,010.00	16	$ 3,440.00	119	$ 26,875.00
Senior III	$ 190.00	8	$ 1,520.00	4	$ 760.00	12	$ 2,280.00	24	$ 4,560.00	32	$ 6,080.00	4	$ 760.00	8	$ 1,520.00	28	$ 5,320.00	24	$ 4,560.00	136	$ 27,360.00
Senior II	$ 180.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Senior I	$ 170.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Staff III	$ 160.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Staff II	$ 155.00	4	$ 620.00	4	$ 620.00		$ -		$ -	42	$ 6,510.00		$ -	24	$ 3,720.00	64	$ 9,920.00	24	$ 3,720.00	138	$ 25,110.00
Staff I	$ 145.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Associate III	$ 130.00	4	$ 520.00	32	$ 4,160.00	42	$ 5,460.00	12	$ 1,560.00	132	$ 17,160.00	20	$ 2,600.00	46	$ 5,980.00	52	$ 6,760.00		$ -	294	$ 44,200.00
Associate II	$ 120.00		$ -		$ -		$ -	24	$ 2,880.00	66	$ 7,920.00		$ -		$ -		$ -	20	$ 2,400.00	110	$ 13,200.00
Associate I	$ 115.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Specialist III	$ 90.00		$ -	24	$ 2,160.00	56	$ 5,040.00		$ -	144	$ 12,960.00	20	$ 1,800.00		$ -	13	$ 1,170.00		$ -	257	$ 23,130.00
Specialist II	$ 85.00	4	$ 340.00		$ -		$ -	24	$ 2,040.00		$ -	16	$ 1,360.00	44	$ 3,740.00		$ -		$ -	44	$ 7,480.00
Specialist I	$ 70.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	0	$ -
Financial Analyst II	$ 77.00	2	$ 154.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 154.00
Administrative I	$ 51.00	2	$ 102.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	2	$ 102.00
Labor Fee Costs		**64**	**$ 11,856.00**	**68**	**$ 8,560.00**	**122**	**$ 15,360.00**	**99**	**$ 14,265.00**	**422**	**$ 51,920.00**	**72**	**$ 9,100.00**	**128**	**$ 16,250.00**	**171**	**$ 26,180.00**	**84**	**$ 14,120.00**	**1102**	**$ 167,611.00**

Subcontractor and ODCs	Notes	Unit Cost	units	Cost	units	Cost	units	Cost	units	Cost	units	Cost	units	Cost			units	Cost	units	Cost		Totals
Mileage	$0.56/mile	$ 0.56		$ -	200	$ 112.00	600	$ 336.00	500	$ 280.00	720	$ 403.20	413	$ 231.28	600	$ 336.00		$ -		$ -		$ 1,698.48
LADPW Access Permit	$1,439/yr	$ 1,439.00		$ -	1	$ 1,439.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ 1,439.00
Confined Space Equipment	$250/day	$ 250.00		$ -		$ -	2	$ 500.00		$ -		$ -		$ -	3	$ 750.00		$ -		$ -		$ 1,250.00
Security Staff (for FS1+FS6)	12 hour shift	$ 528.00		$ -		$ -		$ -		$ -	6	$ 3,168.00		$ -		$ -		$ -		$ -		$ 3,168.00
Traffic Control Equipment	$50/day	$ 50.00		$ -		$ -	6	$ 300.00		$ -	3	$ 150.00		$ -	3	$ 150.00		$ -		$ -		$ 600.00
Autosampler	$250/event	$ 250.00		$ -		$ -		$ -	3	$ 750.00	9	$ 2,250.00		$ -		$ -		$ -		$ -		$ 3,000.00
Flow Meter with sensor	$3290/year	$ 3,290.00		$ -		$ -	4	$ 13,160.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 13,160.00
Autosampler Teflon lined tubing	$2/foot	$ 2.00		$ -		$ -	300	$ 600.00	225	$ 450.00		$ -		$ -		$ -		$ -		$ -		$ 1,050.00
Installation Materials-RW	$200/site	$ 200.00		$ -		$ -	1	$ 200.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 200.00
Installation Materials-Outfalls	$150/site	$ 150.00		$ -		$ -	3	$ 450.00		$ -		$ -		$ -		$ -		$ -		$ -		$ 450.00
YSI 6600 Multiparameter Data Sonde	$200/day	$ 200.00		$ -		$ -		$ -	3	$ 600.00	3	$ 600.00	2	$ 400.00	3	$ 600.00		$ -		$ -		$ 2,200.00
Sampler Pole	$35/event	$ 35.00		$ -		$ -		$ -	3	$ 105.00	9	$ 315.00	2	$ 70.00		$ -		$ -		$ -		$ 490.00
Ice	$5/bag	$ 5.00		$ -		$ -		$ -	12	$ 60.00	36	$ 180.00	12	$ 60.00		$ -		$ -		$ -		$ 300.00
Analytical-RW-Wet (Compton Creek)	per sample	$ 2,586.00		$ -		$ -		$ -	5	$ 12,930.00		$ -		$ -		$ -		$ -		$ -		$ 12,930.00
Analytical-RW-Dry (Compton Creek)	per sample	$ 2,197.00		$ -		$ -		$ -		$ -		$ -	4	$ 8,788.00		$ -		$ -		$ -		$ 8,788.00
Analytical OF-Compton Creek	per sample	$ 2,399.00		$ -		$ -		$ -		$ -	6	$ 14,394.00		$ -		$ -		$ -		$ -		$ 14,394.00
Analytical OF-Dominguez (Inc. High Res PCBs and DDTs)	per sample	$ 3,469.00		$ -		$ -		$ -		$ -	5	$ 17,345.00		$ -		$ -		$ -		$ -		$ 17,345.00
Aquatic Toxicity Wet (*H. azteca*)	$245/sample	$ 245.00		$ -		$ -		$ -	3	$ 735.00	2	$ 490.00		$ -		$ -		$ -		$ -		$ 1,225.00
Aquatic Toxicity Dry (Screening *C. dubia, C. di*	$3,004/sample	$ 3,004.00		$ -		$ -		$ -		$ -		$ -	2	$ 6,008.00		$ -		$ -		$ -		$ 6,008.00
Aquatic Toxicity Dry (2nd Event is one species	$1,130/sample	$ 1,130.00		$ -		$ -		$ -		$ -		$ -	1	$ 1,130.00		$ -		$ -		$ -		$ 1,130.00
Toxicity Identification Evaluation	$3,700/sample	$ 3,700.00							1	$ 3,700.00	1	$ 3,700.00	1	$ 3,700.00		$ -		$ -		$ -		$ 11,100.00
Analytical Contingency		$ 2,888.19								$ -	1	$ 2,888.19		$ -		$ -		$ -		$ -		$ 2,888.19
Bioassessment (BMI)	$13,000/event	$ 13,000.00		$ -		$ -		$ -		$ -		$ -	1	$ 13,000.00		$ -		$ -		$ -		$ 13,000.00
Shipping to Vista Analytical (High Res)	$225/event	$ 225.00		$ -		$ -		$ -		$ -	3	$ 675.00		$ -		$ -		$ -		$ -		$ 675.00
Fee on Subs/ODCs	5%			$ -		$ 77.55		$ 777.30		$ 980.50		$ 2,327.92		$ 1,669.36		$ 91.80		$ -		$ -		$ 5,924.43
ODCs Cost				**$ -**		**$ 1,628.55**		**$ 16,323.30**		**$ 20,590.50**		**$ 48,886.31**		**$ 35,056.64**		**$ 1,927.80**		**$ -**		**$ -**		**$ 124,413.10**

	Task 1. Project Management and Coordination	Task 2. Site Recon, Coordination, Permitting, and access agreements for LADPW, Update SAP/HASP	Task 3. Equipment, Installation, and Maintenance, Lab Coordination	Task 4a. RW Wet Weather Monitoring (3 Events x 1 sites)	Task 4b. Wet Weather Outfall Monitoring (3 Events x 3 sites)	Task 4c. RW Dry Weather Monitoring (2 Events x 1 sites)	Task 5. NSW Outfall Monitoring (Inventory and 3 rounds of field screening)	Task 6. Analytical and Flow Data QA/QC, Data Tables, and CEDEN Formatting and Uploads	Task 7. Draft and Final Monitoring Report	Total	Total
Total Cost Estimate (Labor and ODCs)	**$ 11,856.00**	**$ 10,188.55**	**$ 31,683.30**	**$ 34,855.50**	**$ 100,806.31**	**$ 44,156.64**	**$ 18,177.80**	**$ 26,180.00**	**$ 14,120.00**	**$ -**	**$ 292,024.10**

TABLE 3. ANALYTICAL COST SCHEDULE

Laboratory Analyte List Based on 2020-2022 Assessment		Compton Creek			Dominguez
Parameter group*	**Parameter**	**R1-Dry**	**R1-Wet**	**Outfalls (FS1, FS2)-Wet**	**Outfalls (FS6)-Wet**
Conventional Pollutants	Oil and grease	x	x	x	x
	Total Phenols	x	$ 25.00	x	x
	Cyanide	$ 35.00	$ 35.00	$ 35.00	x
Bacteria (2-1,600,000 MPN/100ml)	Total coliform	$ 185.00	$ 185.00	$ 185.00	$ 185.00
	Enterococcus	$ 84.00	$ 84.00	$ 84.00	$ 84.00
	Fecal coliform	Included	Included	Included	Included
	E. coli	$ 120.00	$ 120.00	$ 120.00	$ 120.00
General	Dissolved Phosphorus	$ 25.00	$ 25.00	$ 25.00	$ 25.00
	Total Phosphorus	$ 25.00	$ 25.00	$ 25.00	$ 25.00
	Total Suspended Solids	$ 20.00	$ 20.00	$ 20.00	$ 20.00
	Total Dissolved Solids	$ 20.00	$ 20.00	x	x
	Volatile Suspended Solids	$ 30.00	$ 30.00	x	x
	Total Organic Carbon	$ 40.00	$ 40.00	x	x
	Total Petroleum Hydrocarbon	x	x	x	x
	Biochemical Oxygen Demand	$ 40.00	$ 40.00	x	x
	Chemical Oxygen Demand	$ 30.00	$ 30.00	$ 30.00	$ 30.00
	Total Ammonia-Nitrogen	$ 25.00	$ 25.00	$ 25.00	$ 25.00
	Total Kieldahl Nitrogen	$ 35.00	$ 35.00	$ 35.00	$ 35.00
	Nitrate-Nitrite as Nitrogen	$ 32.00	$ 32.00	$ 32.00	$ 32.00
	Nitrate-Nitrogen	$ 16.00	$ 16.00	$ 16.00	$ 16.00
	Nitrite-Nitrogen	$ 16.00	$ 16.00	$ 16.00	$ 16.00
	Alkalinity	$ 16.00	$ 16.00	x	x
	Specific Conductance	Included	Included	Included	Included
	Total Hardness	$ 20.00	$ 20.00	$ 20.00	$ 20.00
	MBAS	$ 40.00	$ 40.00	$ 40.00	x
	Chloride	$ 16.00	$ 16.00	x	x
	Fluoride	$ 16.00	x	x	x
	Suspended Sediment Concentration	$ 45.00	$ 45.00	$ 45.00	$ 45.00
	Methyl tertiary butyl ether (MTBE)	x	x	x	x
	Perchlorate	$ 40.00	$ 40.00	$ 40.00	x
Metals	Wet Weather-CC (T+D-Ca,Mg, Al, Cd, Cr, Cu, Pb, Zn, Hg)	NA	$ 216.00	$ 216.00	NA
	Dry Weather-CC (T+D-Ca,Mg, Al, Cd, Cu, Pb, Zn, Hg)	$ 196.00	NA	NA	NA
	Wet Weather-DC (T+D - Ca,Mg, Al, Cu, Pb, Zn, Hg)	NA	NA	NA	$ 176.00
Semivolatile Organic Compounds	See 2020-2022 Analyte Table	$ 360.00	$ 360.00	$ 360.00	$ 200.00
Chlorinated Pesticides	See 2020-2022 Analyte Table	$ 130.00	$ 130.00	$ 130.00	$ 130.00
Polychlorinated Biphenyls (PCBs)	Aroclors	included	included	included	included
	Congeners (56)	$ 350.00	$ 350.00	$ 350.00	included
Organophosphate Pesticides	See 2020-2022 Analyte Table	$ 160.00	$ 160.00	$ 160.00	x
Herbicides	See 2020-2022 Analyte Table	x	x	x	x
PCB Congeners (209)	Hi-Res PCBs	NA	NA	NA	$ 1,000.00
DDxs	Hi-Res DDTs	NA	NA	NA	$ 850.00
Additional Lab Fees					
Ceden EDD-Weck		$ 30.00	$ 30.00	$ 30.00	$ 30.00
Lab Grade Blank Water		NA	NA	NA	$ 20.00
Ceden EDD-Vista		NA	NA	NA	$ 25.00
After Hours Bacteria Charges-AMS		NA	$ 360.00	$ 360.00	$ 360.00
Cost Per Sample		**$ 2,197.00**	**$ 2,586.00**	**$ 2,399.00**	**$ 3,469.00**
X = removed from analyte list based on 2020-2022 assessment, NA=Not Applicable					

July 26, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000)

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to establish a purchase order in the amount of Eight Hundred Thousand Dollars ($800,000.00) for the City of Downey to provide Fire and Emergency Medical Services dispatching services for the Compton Fire Department during Fiscal Year 2022-2023. The purchase order will provide funds to cover anticipated invoices for Fire and Emergency dispatching services that are generated quarterly for the Fiscal Year 2022-2023.

BACKGROUND

The Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years. Through the JPA, each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) contract to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services. On January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Communication Center, communication and dispatch services for emergency fire and medical response to the member cities. Pursuant to the terms of the agreement the term is automatically renewed for consecutive one (1) year terms until terminated by one of the JPA parties by providing six (6) months advance written notice of termination. Agreeing to this provision assures that these vital and lifesaving services are not interrupted or discontinued due to inadvertent failure to timely renew the agreement.

STATEMENT OF ISSUE

911 Fire and Emergency Medical Services dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency. This service is best delivered to the citizens of Compton through the JPA where all the needed aspects of a communications center are best done through shared processes.

The current year of the agreement began July 1, 2022. In accordance with the terms of the agreement, the City will be billed for its share of the costs quarterly, forty-five (45) days after each of the following intervals: September 31st, December 31st, March 31st and June 30th. Since the fourth (4th) quarter payment is not submitted to the City until 45 days after June 30th, the authorized purchase order should be held at least 60 days past the end of Fiscal Year 2022-2023 to assure that funds are available to pay the invoice.

ALTERNATIVE

The alternative is to find a new dispatching center and purchase the hardware and software that is required for their system. This alternative will cost the City a greater impact on the budget.

FISCAL IMPACT

The cost for services provided is based on a charge of Sixty Three Dollars ($63.00) per call. Over the last several years, Compton has responded to more than 12,000 – 911 calls per year. Compton's cost for services to be rendered during Fiscal Year 2022-2023 is anticipated to be approximately $800,000.00.

Funds for this expenditure are available in the Fire Department's 2022-2023 Fiscal Year budget in Account No. 1001 690 000 4269.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000)

WHEREAS, 911 Fire and Emergency Medical Services dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency; and

WHEREAS, the Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years, which provides each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) with the ability to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services; and

WHEREAS, on January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Downey Communication Center, communication and dispatch services for emergency fire and medical response to the JPA member cities; and

WHEREAS, pursuant to the terms of the agreement the term is automatically renewed for consecutive one (1) terms until terminated by one of the JPA parties by providing six (6) months advance written notice of termination; and

WHEREAS, the current year of the agreement began July 1, 2022 and in accordance with the terms of the agreement, the City will be billed for its share of the costs quarterly, forty-five (45) days after each of the following intervals: September 31st, December 31st, March 31st and June 30th; however, since the fourth (4th) quarter payment is not submitted to the City until 45 days after June 30th, the authorized purchase order should be held at least 60 days past the end of Fiscal Year 2022-2023 to assure that funds are available to pay the invoice; and

WHEREAS, over the last several years, Compton has responded to more than an approximate 12,000 – 911 calls per year and the cost for services provided is based on a charge of Sixty Three Dollars ($63.00) per call; thus, staff estimates that the cost for services to be rendered during Fiscal Year 2022-2023 to be approximately $800,000.00; and

WHEREAS, funds for this expenditure are available in the Fire Department's 2022-2023 Fiscal Year budget.

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

Section 1. That the City Manager is hereby authorized to establish a purchase order in the amount of Eight Hundred Thousand Dollars ($800,000.00), which shall be held at least 60 days past the end of Fiscal Year 2022-2023, for the City of Downey for provision of Fire and Emergency Medical Services communication and dispatching services during the 2022-2023 Fiscal Year.

Section 2. That funds for this expenditure are available in the Fire Department's 2022-2023 Fiscal Year budget in Account No. 1001 690 000 4269.

Section 3. That a certified copy of this Resolution shall be provided to the City Manager, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2022.

_____
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, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on _____ day of _____, 2022.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

ORIGINAL

AGREEMENT BETWEEN THE CITY OF DOWNEY AND THE CITY OF COMPTON FOR COMMUNICATION AND DISPATCH SERVICES

This Agreement ("Agreement") is made on this 1st, day of March, 2017 ~~2016~~ by and between the CITY OF DOWNEY ("DOWNEY") a California municipal corporation and charter city, and the CITY OF COMPTON ("CITY") , a California municipal corporation and collectively referred to herein as the "Parties".

WHEREAS, DOWNEY, to minimize the effect of fire and disaster and to provide the basis for effective mobilization and dispatch of all available firefighting and emergency medical resources, DOWNEY provides fire communication and dispatch services ("DOWNEY SYSTEM") to CITY;

WHEREAS, CITY desires to contract with DOWNEY to provide communication and dispatch services for emergency fire and medical response pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Parties acknowledge that DOWNEY has substantial operational experience providing communication and dispatch services to local fire agencies and wishes to provide the services as described herein.

NOW, THEREFORE, the Parties agree as follows:

A. RESPONSIBILITIES OF DOWNEY. It shall be the responsibility of DOWNEY to operate the DOWNEY SYSTEM and to do all of the following:

1. Receive 911 and wireless emergency calls;
2. Transfer 911 and wireless emergency calls to other agencies as appropriate;
3. Receive 7-digit emergency and direct connect (ring-down,) calls on numbers/circuits maintained by Downey (if applicable);
4. Provide Teletypewriter Device (TTY) and foreign language translation;
5. Provide Emergency Medical Dispatch pre-arrival and life-saving protocols as established by the Priority Dispatch Corporation;
6. Enter incident information into computer aided dispatch system (CAD), including verified incident address/location, specific location information, informant's location, informant's telephone number, source code for call, basic EMD information, appropriate text and incident type codes;
7. Time stamp receipt of 911 calls, enter information into CAD, dispatch, and track status changes from mobile units. Electronically document all incident and pertinent non-incident information;
8. Review CAD recommended quantity and type of equipment and alert fire stations by electronic transmission;
9. Provide incident information via a hard copy printout (Rip-Run Printer), over mobile data system, over the voice system inside of the fire station, and broadcast vocal dispatch on designated frequency(ies);
10. Provide routine and emergency voice communications;
11. Track and record equipment status, location and availability;

12. Coordinate Area, Regional and specific agency Mutual Aid, Initial Action and Automatic Aid agreements for dispatch purposes only;
13. Formulate, dispatch and track Strike Team responses;
14. Provide CAD database, Records Management System (RMS), storage and standard reports;
15. Provide access to CAD information;
16. Provide access to unit histories;
17. Request and coordinate incident resources;
18. Coordinate station move-ups in accordance with Automatic and Mutual Aid agreements.
19. Provide staff notification by alarm level and/or incident type via wireless device;
20. Coordinate with other city departments and outside agencies as required;
21. Provide recording and retention of radio and telephone transmissions consistent with California law;
22. Provide management and supervision of the Downey Dispatch staff and system in the performance of this Agreement;
23. Provide an Annual Report of operations;
24. Provide access to the ReddiNet hospital status system;
25. Provide one Rip Run Printer at each fire station;
26. Provide privileges to the Area "E" web site;
27. Provide a cost per incident estimate for the following fiscal year to CITY by March 31st of each calendar year, including any Annual Contract Increase, if applicable.

B. RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. Provide equipment and software which interface with the DOWNEY SYSTEM, (unless otherwise agreed to by all Parties), which include but are not limited to:
   (a) Telephone numbers and routing coordination with features consistent with the DOWNEY SYSTEM (9-1-1 and seven digit lines). Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
   (b) Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
   (c) Dispatching resources in all fire stations which receive and transmit voice and data signals with features consistent with the DOWNEY SYSTEM.
   (d) Reliable voice and data mobile radios and terminals in all fire apparatus, with capabilities and features consistent with the DOWNEY SYSTEM.
   (e) Reliable voice portable radios for all personnel, with the capabilities and features consistent with the DOWNEY SYSTEM.
   (f) Geographic file information suitable for entry into DOWNEY SYSTEM CAD, including street location data, including plot, city maps and other landmark/common place addresses, high value or brush areas, freeway information, and target hazards.
   (g) CITY may install special or extra telephone and/or electronic equipment in addition to the standard equipment required by this Agreement. CITY shall

be responsible for obtaining prior approval from DOWNEY for such installations. CITY shall pay for all installations in their entirety.

2. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles.
3. Provide dispatch tables, algorithms, file protocols, dispatch recommendations, and move-ups to formulate dispatch recommendations.
4. Provide Fire Department personnel list including titles, radio call signs, office and home phone numbers, and cellular telephone numbers.
5. Provide a list of key City personnel and telephone directory.
6. Provide a list of receiving hospitals and access method for paramedics.
7. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements.
8. Provide initial and ongoing DOWNEY SYSTEM training to all radio users.
9. Provide copies of FCC licenses, if applicable.
10. Comply with DOWNEY SYSTEM Policies.
11. Use DOWNEY SYSTEM incident type codes, priorities and categories.

C. INFORMATION TECHNOLOGY SUPPORT

RESPONSIBILITIES OF DOWNEY. It shall be the responsibility of DOWNEY to do all of the following:

1. Provide technical assistance to CITY with connectivity to the DOWNEY Maintain and secure all critical hardware and software providing services to the DOWNEY SYSTEM. This includes, but is not limited to, regularly scheduled maintenance of routers, switches, servers, and firewalls. CITY will be given prior notice of all scheduled maintenance via email or phone.
2. Provide I.T. assistance by phone, remote assistance, or onsite if needed. All I.T. related service request(s) shall be submitted to: ITSupport@areaefire.org. Urgent or emergency requests can be initiated by calling (562) 904-7266 during regular business hours, M-F 7:30am - 5:30pm. After hours support or emergency I.T requests can be arranged if work cannot be completed during regular business hours.
3. Provide Terminal Services access to FDM software.
4. Provide VPN access from Mobile Data Computer (MDC) to Mobile-CAD and Mobile-RMS.
5. Provide Rip and Run printer network connectivity.
6. Provide network connectivity to Pre-Alert System.

RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. CITY shall maintain and secure its computer equipment that provides connection to the DOWNEY SYSTEM with industry standard levels of security. This includes but is not limited to: anti-virus software which is maintained and updated regularly, regular updating of security patches and

"hotfixes" to agency computer and operating systems such as: Adobe, Flash, Java, Silverlight, Office suite, Internet browser, and any application used on the device to connect to the DOWNEY SYSTEM. CITY staff shall be responsible for proper operation of all connected computer equipment to the DOWNEY SYSTEM. Equipment and devices shall be checked for errors and Internet connectivity prior to contacting DOWNEY for support. Such equipment includes Mobile Devices, Laptops, Desktop workstations and/or any equipment connecting to the DOWNEY SYSTEM.

2. Approved mobile devices requiring access to the DOWNEY SYSTEM (Mobile Data Computer, laptops, tablets) shall be assigned a static IP address. Failure to comply will result in denial of access to the DOWNEY SYSTEM.

3. Notify DOWNEY of any changes to Mobile device IP address assignments or ISP carrier change(s) prior to implementation. Submit all information to ITSupport@areaefire.org

4. Provide VLAN and IP subnet(s) including topology drawings of your Agencies network(s) in order to meet and comply with the DOWNEY SYSTEMS' security standards and protocols.

5. CITY shall allow the DOWNEY SYSTEM access to the following systems: RipRun printers, Pre-Alert System, Fire Station computer workstations for Terminal Services (FDM) access, network printers and network share folders.

6. Maintain consumable supplies (paper, ink, toners, etc.) and provide regular maintenance of assigned RipRun Printers at each Fire station.

7. Notify DOWNEY regarding any disruption of services or scheduled maintenance of communications equipment or software upgrades.

D. TERM

This Agreement shall become effective on July 1, 2016, or on the date that the dispatching begins, whichever is earlier, ("EFFECTIVE DATE"). The Agreement shall remain operative and effective for three (3) years from the EFFECTIVE DATE, ("INITIAL TERM") or until terminated in accordance with the termination provisions herein, whichever occurs earlier. Unless terminated earlier, after the expiration of the INITIAL TERM, this Agreement shall thereafter be automatically renewed for consecutive one year terms for an indefinite period of time, without further action by the Parties hereto, until or unless terminated in accordance with the termination provisions herein.

E. TERMINATION

1. DOWNEY, acting by majority vote, may terminate this Agreement with CITY by giving written notice of such intent to CITY at least six (6) months prior to the effective date of such termination.

2. CITY may terminate this Agreement by giving written notice of such intent to DOWNEY at least six (6) months prior to the effective date of such termination.

F. COSTS AND BILLING STRUCTURE

1. **Per Incident Charge.** Beginning with the EFFECTIVE DATE and until July 1, 2019, CITY shall be charged on a per incident cost formula. Per Incident Costs for Fiscal Year (FY) 2016-17 is $63.00. Cost per Incident includes all dispatched incidents within the CITY and any mutual and automatic aid responses outside of the DOWNEY SYSTEM.

2. **Annual Contract Increase Calculation**. Each year the Cost per Incident fee may be increased by an amount not to exceed 5%. DOWNEY will include any annual contract increase in its proposed budget for the following fiscal year.

3. **Billing Cycle.** CITY shall be billed by written invoice for the services provided in this Agreement on a quarterly basis no later than forty five (45) days after the end of each fiscal quarter. All invoices shall be payable within thirty (30) days after receipt. The billing schedule is as follows:

4. **Fiscal Year Billing Quarters**

FY 1st Quarter (July 1 – September 31)
- Billed 45 days after end of quarter

FY 2nd Quarter (October 1 – December 31)
- Billed 45 days after end of quarter

FY 3st Quarter (January 1 – March 31)
- Billed 45 days after end of quarter

FY 4st Quarter (April 1 – June 30)
- Billed 45 days after end of quarter

5. **No Cost to DOWNEY.** Nothing in this Agreement shall be construed to require DOWNEY to incur any non-reimbursable cost and/or expense for the purpose of implementing this Agreement, or any of its provisions, or to require the DOWNEY SYSTEM to modify, alter, add to, remove or transform any of its existing equipment, system or facilities to implement any of the provisions of this Agreement. It is the intent of this Agreement, and the Parties acknowledge and agree, that any such changes, modifications or alterations shall be at the sole cost of CITY.

6. **Annual Budget Projection.** By March 31st of each calendar year, DOWNEY will provide CITY with a cost per incident estimate for the following fiscal year to CITY, including the Annual Contract Increase, if applicable.

G. INDEMNITY

1. **Assumption of Risk.** Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of, and its own

repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys, fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of, and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.

2. Worker's Compensation. Worker's Compensation claims shall be paid by the employer of any injured worker, and subrogation rights against all Parties are expressly waived.

3. Liability for Mutual/Automatic Aid. Notwithstanding any other provisions of this Agreement and with respect to Section A.12, above, CITY shall indemnify, defend and hold harmless DOWNEY, and its officers, officials, employees, volunteers and any other public service provider, from and against any claims, damages, losses, expenses or liability, including death, injury or property damage, and including the costs of defense, arising out of the making of any calls, initiating any contract, or other actions or omissions relating to Area, Regional and/or specific agency mutual aid and/or automatic aid whenever such aid is contacted or otherwise summoned to respond from outside of the jurisdiction of CITY. The Parties acknowledge and agree that whenever such mutual aid and/or automatic aid is contacted or otherwise summoned by DOWNEY, such contact is made as a courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid and is not intended to create any liability on the part of DOWNEY or any public service provider which provides such mutual air or automatic aid.

H. INSURANCE.

a. CITY's Insurance.

(1) Minimum Scope of Coverage.

CITY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by CITY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.

- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If CITY maintains broader coverage and/or higher limits than the minimums shown above, DOWNEY shall be entitled to the broader coverage and/or higher limits maintained by CITY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured/ Additional Covered Party Status***

DOWNEY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the CITY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. ***Primary Coverage***

For any claims related to this Agreement, CITY's coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to DOWNEY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DOWNEY, its officers, officials, employees, agents or volunteers shall be excess of CITY's coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to DOWNEY.

(4) Waiver of Subrogation

CITY hereby grants to DOWNEY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said CITY may acquire against DOWNEY by virtue of the payment of any loss under such insurance or liability coverage. CITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOWNEY has received a waiver of subrogation endorsement from CITY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DOWNEY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

CITY shall furnish DOWNEY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DOWNEY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive CITY's obligation to provide them. DOWNEY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

DOWNEY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

b. DOWNEY's Insurance.

(1) Minimum Scope of Coverage.

DOWNEY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by DOWNEY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If DOWNEY maintains broader coverage and/or higher limits than the minimums shown above, CITY shall be entitled to the broader coverage and/or higher limits maintained by DOWNEY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured/ Additional Covered Party Status***

CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including

materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the DOWNEY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. ***Primary Coverage***

For any claims related to this Agreement, DOWNEY's coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of DOWNEY's coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to CITY.

(4) Waiver of Subrogation

DOWNEY hereby grants to CITY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said DOWNEY may acquire against CITY by virtue of the payment of any loss under such insurance or liability coverage. DOWNEY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from DOWNEY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

DOWNEY shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive DOWNEY's obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

I. EQUIPMENT

1. Purchase and Maintenance of Equipment. CITY shall purchase, install, test and maintain the following equipment and hardware: Fire Alerting System; Mobile Data Computers (MDC), Mobile Radios, Portable Radios, Personnel Alerting, and any

other Downey approved systems. In addition to the equipment, CITY shall be solely responsible for the cost of any additional or related equipment or hardware needed to implement this Agreement. This includes, but is not limited to, installation, testing, light/audio relays, shipping, insurance, taxes, antennas, coax, public address systems, speakers, power supplies or any other Downey approved equipment.

2. Radio Backbone Ownership. Title and ownership of the radio backbone including, but not limited to, base stations, repeaters, microwave and related equipment shall belong to DOWNEY.

J. GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

2. Interpretation. This Agreement is the product of negotiation and compromise on each Party's part. Every provision in this Agreement shall be interpreted as though the Parties equally participated in its drafting. Therefore, notwithstanding the provisions in California *Civil Code* Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement shall not be construed against the Party causing the uncertainty to exist.

3. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California.

4. Severability. Should any part, term or provision of this Agreement or any document required herein to bet executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

5. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he/she/it may be entitled. "Prevailing party" means a party who dismisses the action or proceeding in exchange for payment of a sum(s) allegedly due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration substantially equal to the relief sought in the action.

6. Waiver of Breach. The waiver of either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

7. **Assignment.** Nothing under this Agreement shall be construed to give any rights or benefits to any party other than DOWNEY and CITY. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of DOWNEY and CITY, and not for the benefit of any other party. CITY shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without DOWNEY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material beach upon which DOWNEY may immediately terminate or suspend this Agreement. In the event DOWNEY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform and be bound by this Agreement's covenants, conditions, obligations and provisions.

8. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

9. **Time is of the Essence.** Whenever a task is to be performed by CITY herein, the same shall be performed consistent with any time constraints set forth hereunder, including exhibits, time being considered of essence of this Agreement. Unless otherwise specified in this Agreement, all references to "days" refer to calendar days.

10. **Force Majeure.** None of the Parties shall be considered in default in the performance of their obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such Party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

11. **Notices.** Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or further facsimile number provided in the notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should any of the Parties have a change of address, they shall immediately notify the other Parties in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given to the following addresses:

City of Downey:
11111 Brookshire Avenue
Downey, CA 90241
ATTN: Fire Chief
(562) 299-5400

City of Compton:
201 S. Acacia
Compton, CA, 90221
ATTN: Chief Bryan Batiste
(310)605-6500

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

13. **Prior Agreements**. This Agreement supersedes all prior agreements between DOWNEY AND CITY for Dispatch Services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite each of their respective signatures.

CITY OF DOWNEY

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COMPTON

2/9/17
City Manager

ATTEST:

2-9-17
City Clerk

APPROVED AS TO FORM:

1/31/17
City Attorney

July 26, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES ($103,800)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a twelve (12) month (July 2022 through June 30, 2023) professional services agreement with Elevate Public Affairs to serve as the City's Communication and Public Information Spokesperson and establish a purchase order in the amount of one hundred three thousand eight hundred dollars ($103,800).

BACKGROUND

The City has utilized Elevate Public Affairs (Elevate), a public relations firm, to serve as its Communication and Public Information Spokesperson (CPIS) since July 2019. In that time, Elevate has served as the City's point of contact for media outlets and has also been utilized by the City Council and City Management to coordinate responses to various issues from COVID-19, announcement of new City fleet, the Artesia Bridge and street improvement projects. The initial agreement was for nine months and contained two, one-year extensions. The last extension expired on June 30, 2022, requiring the City to solicit proposals from qualified firms and consultants with experience in media relations.

On April 26, 2022, the City Manager's Office advertised for Communication and Public Information Spokesperson services. An essential component of the Request for Quotation (RFQ) was to obtain professional assistance and guidance with public and internal communications, governmental brand management and strategic community partnership. Essentially, the Public Information Spokesperson (CPIS) is responsible for managing the City's messaging on current and newsworthy communication through mainstream news outlets, social media and other digital press interfaces.

On May 11, 2022, three (3) written proposals were received. The responding firms and consultants described how their respective agencies envision serving as the City's CPIS working with all elected City officials and City management while adding to and developing a comprehensive unified look, feel and style for public communications

material produced and distributed by the City. The following are synopses and corresponding rates for each responding firm:

- **ELEVATE PUBLIC AFFAIRS** — Experienced in working with municipalities and public agencies on positive and crisis communications, media advisories, press releases, branding collateral, communications protocols handbooks, website, social media, fluent in Spanish media, and more. Their proposed fees are $103,800 annually for all services requested. Staff deemed their proposal to be the most responsive and recommend they be retained as the City's Communication and Public Information Spokesperson.

- **SZABO and ASSOCIATES** — Proficient in providing strategic communications services to cities, counties and Southern California school district among other clients. Specialize in legal, media, and policy backgrounds, they are able to offer clients a unique continuum of services and expertise. The firm did not provide an annual cost, but proposed an hourly rate depending on the level of expertise of the staff involved ranging from $395/hr to $125/hr. Staff deemed this proposal "non-responsive" and disqualified it from further consideration as it did not give the City a clear idea of total annual cost needed.

- **TOC PUBLIC RELATIONS** — Experienced PR firm that specializes in digital marketing, strategic communications, and all aspects of public relations. TOC has over 100 years of combined experience in the profession, and a specialty in government and public safety agencies organizations. Their proposed fees are $102,000 annually for all services requested, but their proposal was severely lacking in detail. While providing the lowest cost proposal, staffed disqualified it as well. The proposal only identified one person, didn't identify other public agencies that they've worked with in the past as references, or provide samples of work product displaying their abilities in handling similar scopes of work.

STATEMENT OF ISSUE

Staff reviewed the proposals and determined that the proposal presented by Elevate Public Affairs, a local, women-owned firm possessed the training, experience and professionalism, at reasonable costs, to provide the services needed and sought by the City. While Elevate was not the lowest bid submitted, they were selected because they proved they can provide the City with the best service, as evidenced through their proposal and through their history of work in Compton. Under the direction of the City Manager's Office, the approved budget provides for funds to engage a qualified CPIS to work in the interest of the City for media relations, public information management, social media management, market branding, and all matters dealing with verbal and written public statements.

Staff recommends that the City enter into a one-year professional services agreement, with a two one-year extension options, with Elevate Public Affairs in the amount of One Hundred Three Thousand and Eight Hundred Dollars ($103,800).

FISCAL IMPACT

Funds in the amount of $103,800.00 are available in the City Manager 2022-2023 Fiscal Year budget in Account No. 1001-510-000-4269.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution.

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR ELEVATE PUBLIC AFFAIRS TO PROVIDE PUBLIC RELATIONS SERVICES ($103,800)

WHEREAS, the City of Compton has utilized Elevate Public Affairs, a public relations firm, to serve as its Communication and Public Information Spokesperson since July 2019 under a professional services agreement that expired June 30, 2022; and

WHEREAS, in accordance with the City's Purchasing Policies, staff issued an Request for Proposals (RFP) on April 26, 2022 to solicit new proposals from qualified and experienced media relation firms and consultants that can serve as the City's Communications and Public Information Spokesperson; and

WHEREAS, On May 11, 2022, the City received a total of three (3) proposals that were reviewed and rated by staff. The three (3) firms were rated based on their responsiveness, qualifications, costs, work experience, professional expertise and any other unique qualifications; and

WHEREAS, funding in the amount of One Hundred Three Thousand Eight Hundred Dollars ($103,800) is available in the 2022-2023 Fiscal Year Budget in the City Manager's Budget in Account No. 1001-510-000-4269; and

WHEREAS, staff recommends and requests authority to enter into two (2) additional one-year contract extensions, at a maximum of One Hundred Five Thousand Dollars ($105,000) per contract year, in which funding will be appropriated in future City Manager budgets.

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

SECTION 1. That the City Manager, on the advice of the City Attorney, is hereby authorized to accept the proposal of Elevate Public Affairs and enter into a one-year (i.e. July 2022 through June 30, 2023) professional services agreement, with authority to enter into two (2) additional one-year contract extensions, for the provision of public and internal strategic communications, strategic governmental brand management, social, print and televised media relations, news media planning and strategic community partnerships for the City.

SECTION 2. That funds for services rendered during the 2022-2023 Fiscal Year have been appropriated in the City Manager's 2022-2023 Fiscal Year Budget (Account No. 1001-510-000-4269), in the amount of One Hundred Three Thousand and Eight Hundred Dollars ($103,800).

SECTION 3. That a purchase order in the amount of $103,800.00 is authorized to be established for Elevate Public Affairs for Communications and Public Information Spokesperson services.

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

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

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2022.

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ELEVATE PUBLIC AFFAIRS, LLC.

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 **ELEVATE PUBLIC AFFAIRS, LLC.** (hereinafter referred to as **"CONSULTANT"**), located at 10474 Santa Monica Blvd, Suite 405, California 90025

RECITALS:

WHEREAS, the City has a vital need for the services of an experienced and professional Public Information Official/Spokesperson ("PIO") to interface with the media on a variety of municipal issues including, but not limited to public safety, water sanitation, street improvements, recreation programs, business attractions, financial budget status, asset protection, City housing, homeless management, and the likes; 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 Agreement; and

WHEREAS, by Resolution No. XX,XXX, adopted on the XXth of XXXX 2022, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (Elevate Public Affairs, LLC) to provide the needed services; 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**,** (collectively the "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform professional services as the Public Information Official/Spokesperson ("PIO") for the City's messaging of current and topical communications through mainstream news outlets, social media and other digital press interaction and provide professional and technical assistance to the City as it relates to the development of an external and internal communications plan, which shall include, but is not limited to the future and overall goal of unifying communication materials in the City and provide innovative and current information on City services. As more fully discussed in the **City's "Request for Quotation for Communications and Public Information Spokesperson"** (dated April 26, 2022) and **Consultant's Proposal – "Request for Quotation for Communications and Public Information Officer/Spokesperson"** (dated April 26, 2022**,** both of which are incorporated by this reference.

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

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

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

Adriana Fernandez-Clark, Executive Vice President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon Notification to Proceed from the City to Consultant and Consultant shall perform the services in a diligent and professional manner pursuant to this Agreement through June 30, 2023, unless this Agreement is extended or terminated as provided herein.

If agreed to between the Parties, the term of this Agreement may be extended for two (2) – one (1) year terms (i.e. July 1, 2023 – June 30, 2024 and/or July 1, 2024 – June 30, 2025).

3. Compensation. The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within Consultant's **"Budget"** within the **"Proposal"**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for all services performed by the Consultant during the initial term of this Agreement shall be limited to a not-to-exceed amount of **One Hundred Three Thousand and Eight Hundred Dollars ($103,800.00).** Should the Parties agree to extend the term of this Agreement (see **Section 2,** above), it is understood and agreed that the maximum compensation payable for all services performed by the Consultant during each extension exercised, if any, shall be limited to the not-to-exceed amount of **One Hundred Five Thousand Dollars ($105,000.00)** per contract year extension.

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**.** Should the Parties be unable to agree as to a compensation adjustment amount for changes in the work or scope of the project, this Agreement may be terminated pursuant to the provisions of **Section 16,** below.

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.

Consultant shall provide the City with monthly reports describing services performed during the preceding month of services. Reports and Invoices shall be delivered or mailed to the **City Manager or his/her designee** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

4. Ownership of Materials. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and sub-consultants 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 Consultant Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, sub-contractor or agent of the City of Compton. 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 benefits that accrue to City officials, officers, or employees. Consultant expressly waives any claim to such rights. City will not 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 sub-consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party 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 sub-consultants 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 sub-consultant and of the persons either directly or indirectly employed by the sub-consultant, 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 sub-consultant of Consultant and City. Consultant will be responsible for payment of sub-consultants. Consultant will bind every sub-consultant by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, sub-consultants, 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 hereto, 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 sub-consultants. 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 coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on 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-indicated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations, which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. 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 Consultant's place of business, or at the offices of a sub-consultant.

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

Either Party, upon tendering 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, 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 shall not exceed the maximum amount payable as specified in **Section 3,** above. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. 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.

18. 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:

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
c. does not have a proposed debarment pending; and
d. 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
e. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding subsection (d); and
f. have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____ _____
Becky Warren, Principal **Date**

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

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

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

this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

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

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

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

25. Confidentiality and Trade Secret Information.

25.1 Use of Confidential Information. The Parties may be required to disclose Confidential Information to each other. As such, the Parties shall use Confidential Information solely for the purpose and in the context of the Parties' evaluation of the Project and shall not otherwise use, or authorize the use of, any Confidential Information. Neither Party or any of its Affiliates, nor any of their respective Representatives, shall have any obligation to disclose any Confidential Information at any time.

25.2 Non-Disclosure of Confidential Information.

(a) Non-Disclosure Without Consent. The Parties acknowledge that the disclosure of any Confidential Information would cause severe adverse personal, business and financial consequences to the Party including, but limited to loss, dilution or reduction of business or business prospects and adverse publicity. Without the prior written consent of the Party in each instance, or as otherwise specifically permitted by this Agreement, the Parties shall not, at any time or times, directly or indirectly, disclose or authorize or permit to be disclosed: (i) any Confidential Information; or (ii) any Confidential Information that has been made available to, or is in the possession or under the control of the Party. Immediately upon request by either Party, at any time or times, the Parties shall deliver to the requesting Party a complete and accurate list of the names, addresses and telephone numbers of all Persons to whom any copy of, or access to, any Confidential Information has been provided by or on behalf of said Party notwithstanding this Agreement.

(b) Prohibition on Reproduction. The Parties shall not, at any time or times, directly or indirectly, copy, otherwise reproduce, or make any extract or summary of any Confidential Information, or any materials containing or storing any Confidential Information, for any purpose other than the purposes specifically permitted by this Agreement. The Parties shall maintain adequate security measures so that none of the Confidential Information may be disclosed, reproduced, made available or distributed in any manner not otherwise specifically permitted by this Agreement. All media in which any Confidential Information is recorded or stored, and which at any time is within the possession or under the control of the Parties, immediately shall be delivered to the respective Parties upon the termination of the relationship and upon written request of either Party, for any reason, or at any other time, upon request by either Party.

(c) Notice of Demands. If, at any time or times, the Parties are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, the Party shall provide to the other Party immediate written notice thereof so that said Party may seek an appropriate protective order or waive compliance with the applicable provision of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, in the written opinion of that Party's legal counsel (delivered to the

Party at least fifteen (15) business days prior to any such disclosure), is compelled to disclose any Confidential Information, the Party may disclose only that portion of the Confidential Information that counsel so opines must be disclosed and the Party shall use its utmost best efforts to obtain assurance that confidential treatment shall be accorded to that portion of the Confidential Information being disclosed. In no event shall the Parties, or anyone on behalf of the Parties, oppose, hinder or impair the ability of the Party to take any action to obtain a protective order or other assurance satisfactory to said Party that confidential treatment shall be accorded to Confidential Information.

25.3 Trade Secret. Consultant agrees that during the course of providing services to the City, Consultant may have access to the City's confidential/trade secret and proprietary information. Consultant understands that all such information is considered to be secret and proprietary to the City and is a valuable commercial asset of the City. Consultant agrees not to make use whatsoever, directly or indirectly, of the City's confidential information for Consultant's personal benefit or for any other person, firm, corporation, or entity. Consultant agrees not to remove such information from the City in any form or medium without the express written permission of the City. Consultant agrees not to reveal, disclose, identify, or otherwise provide this Confidential Information to any other person, firm, corporation, or other entity, including the general public, directly or indirectly. Upon the conclusion of Consultant services to the City, Consultant agrees to return all the City's property and confidential information in Consultant's custody, possession, or control to Company.

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

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

To Consultant:
Elevate Public Affairs, LLC
10474 Santa Monica Boulevard, Suite 405
Los Angeles, California 90025
Attn: Becky Warren, Principal
(323) 834-9987
( ) - fax.

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 – fax.

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

30. 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.

ELEVATE PUBLIC AFFAIRS, LLC
CONSULTANT

Dated: _____ **By _____**
Becky Warren, Principal

CITY OF COMPTON

Approved by:

Dated: _____ **By _____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

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

elevate

Elevate Public Affairs
10474 Santa Monica Blvd, Suite 405
Los Angeles, California 90025
323.834.9987

PROPOSAL FOR

City of Compton RFQ for Communications and Public Information Spokesperson

MAY 11, 2022

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Elevate Public Affairs

Becky Warren

10474 Santa Monica Blvd, Suite 405
Los Angeles, CA 90025

P: 323.834.9987
E: Becky@ElevatePublicAffairs.com

Collee Fields
City Manager's Office
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

RE: Communications and Public Information Spokesperson RFQ

Dear Ms. Fields,

Thank you for this opportunity to submit a proposal for the City of Compton. We have had the privilege of working with the City of Compton as the Communications and Public Information Officer for the past three years. During this time, we have supported and helped the City communicate to its residents during a pandemic and through periods of social uprising against racial injustice. We have helped the City communicate some of its most nuanced messages from shining a light on issues with the Los Angeles County Sheriff's Department to communicating about litigation. We have helped communicate complex financing messages to residents about bonds, taxes and the City's financial standing and audits. We have closely monitored media to correct the facts and misinformation about the City on everything from crimes that are mischaracterized as having happened in Compton to setting the record straight on the street projects and investment that is underway.

Through all of our work with the City, we focus on meeting residents where they are, whether that be online or analog and in the language that is most comfortable for them. We translate every piece of material as requested by the City from media releases to social media posts, event flyers and more. Our staff is also always available to answer the phone when a resident calls with a question, whether that is in English or Spanish. We use this broad approach of communication in our media outreach as we do not only focus on the English-speaking media, but on Spanish-speaking outlets and papers as well.

We have always worked at the behest of the City Manager's office through various leadership changes, staying in regular communication and seeking all approvals on communications through the City Manager's office. We also seek to be an asset for other city departments to help with their communication needs.

Additionally, we stay in close contact with the Mayor's office, as well as the City Council offices, to provide them support with public events and resident communications. We created a weekly liaison call as soon as we came onboard to help unify the offices and to better align our event calendars and communications. We are proud that after three years this weekly call still stands and is an opportunity for us to help with upcoming communication needs.

We are proud to have served the City of Compton and its residents over the past several years and we are seeking to continue to work alongside the City to achieve its objectives and needs.

Thank you again for the opportunity and for your consideration.

Sincerely,

Becky Warren
Principal
Elevate Public Affairs

COMPANY INFORMATION

Elevate is a Southern California based firm with extensive experience in communications and public affairs. We specialize in creating salient narratives for complex issues that are compelling and relatable to decision makers, media, and targeted audiences. Our team has been delivering creative and effective results for clients such as municipalities, non-profits, Fortune 500 companies, and trade associations. Our team's current and past clients range from municipalities and trade associations to community organizations, nonprofits, tech start-ups and Fortune 500 companies.

Elevate has the following certifications:

- Elevate has received its Women Business Enterprise (WBE) Certification from Supplier Clearinghouse's Utility Supplier Diversity Program.
- Elevate is a certified Women Owned Business (WBE), Small Business Enterprise (SBE), and a Disadvantaged Business Enterprise (DBE) for Women's Business Enterprise National Council (WBENC), Metro, CalTrans, and Los Angeles County.

Business Structure:

Limited Liability Company

Scope of Work:

Elevate has had the pleasure of working as the Communications and PIO spokesperson for the City of Compton for the past three years. We are prepared to continue to provide excellent and timely communications and spokesperson services including:

- Internal / External Communications in English and Spanish
- Messaging in English and Spanish
- Design and Graphics
- Reputation/Brand Positioning
- Media Relations
- PIO/Crisis Communications/Rapid Response in English and Spanish
- Media Monitoring
- Social Media Content in English and Spanish

Following is a snapshot of our experience and work we have completed to date.

RELEVANT EXPERIENCE

City of Compton Communications and PIO

Day-to-Day Management

A snapshot of our daily work for the City includes:

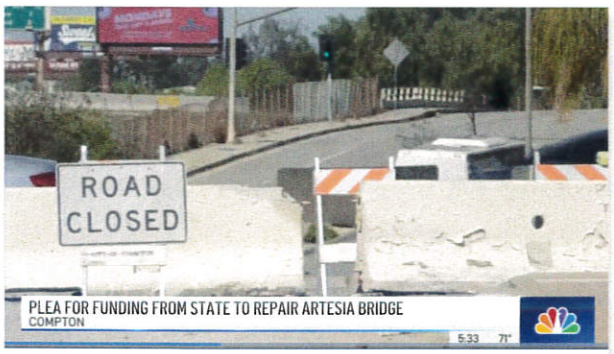
- ▲ Daily monitoring and managing of all social media platforms
- ▲ Daily monitoring of all news about Compton and working with news outlets to correct any misinformation
- ▲ Media management/ responding to media questions and requests for comments
- ▲ Regular communication with City management, City liaisons and City departments
- ▲ Regular City email blast out to residents
- ▲ Development of the Mayor's bi-weekly social media update

Proactive Communications

Elevate has created and executed proactive communications plan to increase positive media coverage about the City of Compton, educate reporters, and refute and correct misinformation. In addition, Elevate has focused on communicating to residents on multiple platforms (media, social media, website, flyers, and neighborhoods) on critical issues such as COVID-19 updates, cooling centers, street repair updates, and critical City initiatives.

A recent example is the most recent press event which focused on securing funds to reopen the Artesia Bridge. In April 2022, we worked closely with the City team and the City lobbyist to plan a press conference to urge state elected officials for funding. Our team coordinated the press conference and ensured messaging was consistent from talking points, media advisory to a press release.

Elevate successfully secured positive media coverage from the press conference from local TV, radio, and print publications.



CITY OF COMPTON

Press Release

FOR IMMEDIATE RELEASE:
April 13, 2022

Contact: Janet Fernandez
Mobile: 626-261-8405

Compton Officials and Business Urge the State to Allocate $30 Million of Federal Funds to Reconstruct the Artesia Bridge

Bridge Closed for Over a Year and Has Cost Businesses Up to $400,000 Per Week

Compton, CA – Today, Compton City Officials, State Representatives, and businesses gathered at the site of the Artesia Bridge to request $30 million in funding from the state for the reconstruction of the heavily damaged bridge. The bridge was closed off in December 2020, after a fire rendered the bridge unsafe to use, compromising the steel grinders and concrete in the bridge.

"This bridge is a vital connection point for our residents, commuters, and businesses who travel between the 91 freeway, Port of Long Beach, or neighboring cities," said Compton Mayor Emma Sharif. "With more than $4 billion headed California's way for bridge repairs and replacements, we need to ensure that funds from the federal infrastructure bill are allocated to the Artesia Bridge."

The Artesia Bridge is a vital access route for businesses and residents of Compton and commuters. Since the closure, the movement of goods has been severely impacted causing trucks to be redirected, increasing the cost and time of deliveries, further compounded by the existing issues at the Port. Local businesses have reported losses of $150,000 to $400,000 per week in sales which have impacted the City's general fund, limiting funding available for public services.

"People that live, work and commute through Compton deserve safe and reliable infrastructure. Poorly kept infrastructure causes unsafe driving conditions and burdens the community with additional vehicle repair costs," said State Senator Steven Bradford. "One of my top priorities in the legislature is improving the safety and security of my constituents. I am happy to help secure funds in the state budget for the infrastructural development in the City of Compton. We must continue to make investments and work to improve the lives of all Californians."

The public safety of Compton residents has been impacted by the closure of the bridge which has led to dangerous road conditions, increasing the number of traffic incidents reported due to motorists driving through the barriers.

"I have witnessed two different accidents that have taken place roughly 30 minutes apart due to the closure of the bridge. It is our priority to keep our residents safe," shared Councilwoman Lillie Darden. We need the State of California to provide the necessary funding to reconstruct and repair the vital infrastructure of the bridge."

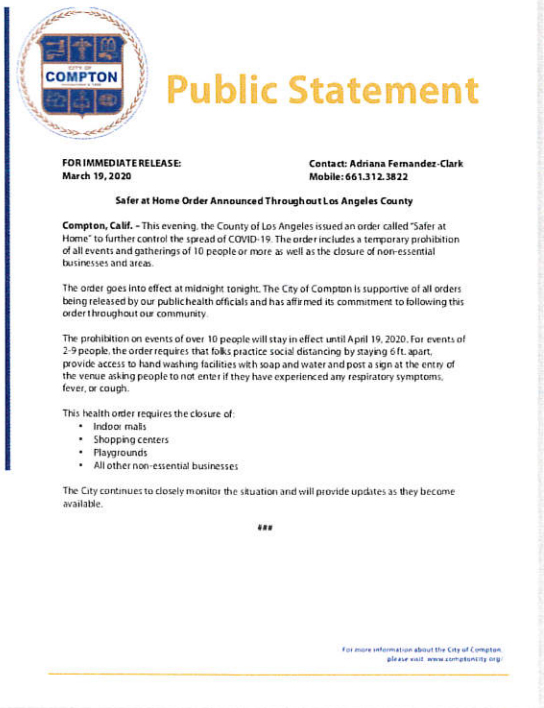
Mayor Emma Sharif and Councilwoman Darden were joined by Mark Pestrella, Director of Los Angeles County Public Works, Edward Padilla, General Manager of Crystal Casino, City of Compton staff, and local businesses in support of state funding for that Artesia Bridge.

###

For more information about the City of Compton, please visit: www.comptoncity.org/

Our regular proactive communications also includes:

- ▲ Media management/responding to media questions and requests for comments
- ▲ Creation of all press releases, fact sheets, media statements, social media content/graphics, and all media materials in English and Spanish as needed
- ▲ Secured hundreds of tv, radio and print stories to promote the City
- ▲ Management of digital freeway billboards
- ▲ Communicating to reporters about City public events to secure positive press
- ▲ Scheduling interviews for City leadership and helping them prepare with message points as needed
- ▲ Identifying proactive media opportunities and hosting press conferences, like on street investment or street funding
- ▲ Working with partners, like the Dodgers Foundation, on shared media events
- ▲ Placing opinion editorials
- ▲ Working with third parties to highlight new offered services and resources to residents
- ▲ Publication of the City newsletter
- ▲ Updating the communications sections of the website
- ▲ Developing talking points for elected officials for events
- ▲ Developed all templates, style guide, and branding for City communications
- ▲ Supported communication to residents on critical issues such as COVID-19, street repairs, social unrest, and complex financing messages about bonds, taxes and the City's financial standing and audits



Public Statement

FOR IMMEDIATE RELEASE:
March 19, 2020

Contact: Adriana Fernandez-Clark
Mobile: 661.312.3822

Safer at Home Order Announced Throughout Los Angeles County

Compton, Calif. – This evening, the County of Los Angeles issued an order called "Safer at Home" to further control the spread of COVID-19. The order includes a temporary prohibition of all events and gatherings of 10 people or more as well as the closure of non-essential businesses and areas.

The order goes into effect at midnight tonight. The City of Compton is supportive of all orders being released by our public health officials and has affirmed its commitment to following this order throughout our community.

The prohibition on events of over 10 people will stay in effect until April 19, 2020. For events of 2-9 people, the order requires that folks practice social distancing by staying 6 ft. apart, provide access to hand washing facilities with soap and water and post a sign at the entry of the venue asking people to not enter if they have experienced any respiratory symptoms, fever, or cough.

This health order requires the closure of:

- Indoor malls
- Shopping centers
- Playgrounds
- All other non-essential businesses

The City continues to closely monitor the situation and will provide updates as they become available.

###

For more information about the City of Compton please visit www.comptoncity.org

El centro de enfriamiento de la ciudad de Compton abre hoy y sábado a medida de temperaturas altas en el sur de California

Centro de enfriamiento para brindar a los residentes un aire acondicionado en el hogar alivio del calor

Compton, Calif. – 14 de agosto de 2020 – Hoy, 14 de agosto de 2020, la ciudad de Compton abrirá un centro de enfriamiento de emergencia para los residentes que necesiten alivio del calor en el Centro Comunitario de Dollarhide de 12 p.m. a 7 p.m. y mañana de 12 p.m. a 7 p.m.

Que: Centro de enfriamiento de emergencia en Compton

Donde: Dollarhide Community Center (Centro Comunitario de Dollarhide)
301 N Tamarind Ave, Compton, CA 90220

Cuando: viernes 14 y sábado 15 de agosto5
12pm – 7pm

REGLAS Y PROTOCOLO DE SEGURIDAD
Centros de Enfriamiento de Emergencia del Condado de Los Ángeles

- Si tiene síntomas de COVID-19 (tos, fiebre o dificultad para respirar), no se permite la entrada.
- Todos los visitantes y el personal deben usar una mascarilla facial en todo momento.
- El desinfectante de manos, jabón/agua o desinfectante están disponibles para todos los visitantes y el personal.
- Todas las áreas de alto contacto en el interior se limpian y desinfectan de acuerdo con las indicaciones proporcionadas por el Centro para el Control de Enfermedades.
- Todos los visitantes y el personal deben practicar el distanciamiento físico en todo momento; manténgase al menos a 6 pies de distancia el uno del otro. Miembros de familias que comparten un hogar que llegan juntos son eventos de esta regla.
- El personal puede limitar el número de visitantes admitidos en cualquier momento para mantener el distanciamiento físico.

###

MEDIA ADVISORY

FOR PLANNING PURPOSES

Make Compton Count!: City of Compton Urges Community to Complete 2020 Census to Bring Much-Needed Resources to the City
2020 Census Deadline Around the Corner: Compton Community at 63% Completion

Compton, CA – Compton Councilwoman Emma Sharif along with other community leaders will host an event to encourage residents to complete the 2020 Census on the spot for one final push. Currently, Compton's completion rate is 63.2%. With the September 30th deadline around the corner, it is imperative that Compton's completion rate reaches 100%.

The 2020 Census pop-up will feature language assistance and technical assistance for residents to complete the survey in less than 2 minutes. Residents can come by to complete the survey as a drive thru or walk up as they're running their daily errands at the shopping center. Census staff will be onsite to support.

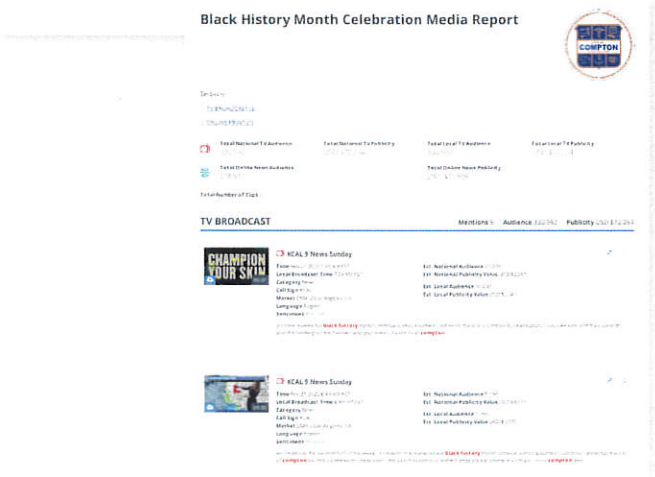
What: 2020 Census completion event for Compton residents

Who: Honorable Compton Mayor Aja Brown
Honorable Compton Councilperson Michelle Chambers (District 1)
Honorable Compton Councilperson Isaac Galvan (District 2)
Honorable Compton Councilperson Tana McCoy (District 3)
Honorable Compton Councilperson Emma Sharif (District 4)
Assemblymember Mike Gipson
Census Representatives

When: Thursday, September 24, 2020
3pm-6pm

Where: Target Parking Lot
1261 S. Alameda Street
Compton, CA 90220

Visuals: Census Branded materials and station for residents to complete Census



Black History Month Celebration Media Report

TV BROADCAST

KCAL 9 News Sunday

KCAL 9 News Sunday

CRISIS COMMUNICATIONS

Our team has been available 24/7 for when a crisis arises that needs quick communications to residents including fires, water issues, COVID-19 updates, and social unrest.

EXAMPLE: COVID-19 Response

The COVID-19 pandemic quickly evolved into a regional issue that forced the closure of businesses and the self-quarantine of households throughout California. The challenge for public communications was that the situation was constantly evolving, so our crisis communications team had to be nimble and keep up with moment-to-moment changes from the CDC, and state and local health departments. Elevate played an integral role for our municipal clients during COVID-19 to get critical information out to their residents, businesses and the media.

Our work included:

- ▲ Strategic planning with city management & consultation on virtual public events
- ▲ Development of crisis communications protocols and internal messaging for City employees
- ▲ Release of numerous, hour-to-hour public statements to update residents via social media, city websites, billboards, local TV and more. Translation of all public statements into Spanish
- ▲ Secured dozens of earned media hits regarding our clients' responses to COVID-19, including drafting and placing op-eds, issuance of dozens of press releases, crafting statements, media training, coordination of interviews for elected officials, real-time media monitoring, and correcting the record when needed
- ▲ Development of several resource guides either geared toward residents or businesses

One of the challenges we faced was reaching the harder to reach audiences, such as households with no access to internet.

We deployed a multi-pronged approach which included working through hyper-local community "block clubs" to share information that they could then pass on to their hard-to-reach residents or quarantined seniors. We built out a flyer consisting of information on resources and updates targeted at seniors, and promoted the flyer with the community to encourage residents to keep seniors informed who may not have access to a computer and internet.

We also helped draft messaging for robo-calls from City leadership, development of a newsletter focused on COVID-19 and other materials that were mailed directly to households, and used strategic earned media to further highlight the resources in the community.

In addition, we created ads for digital freeway billboards promoting COVID-19 City resources. We quickly drafted content on COVID-19 to include in all City newsletters. In addition to fielding all media requests, we proactively pitched media on stories about what our community was doing to stay safe and helped place opinion editorials from the Mayor and City management to continue reaching the community through the press on a regular basis.

EXAMPLE: Los Angeles County Sheriff's Department – Compton Station

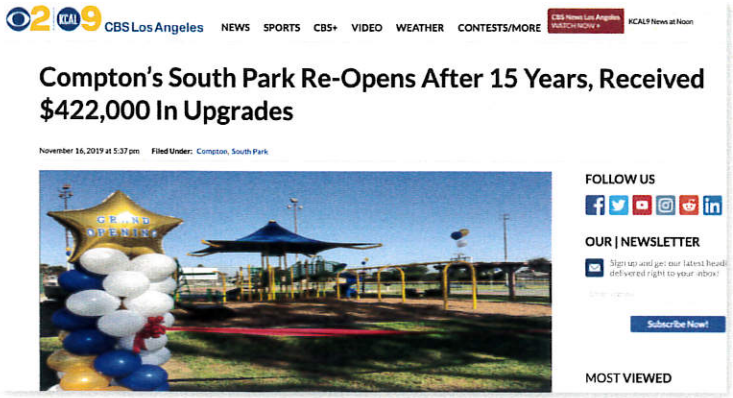
The City of Compton has had a tumultuous relationship with the Los Angeles County Sheriff's Department - Compton Station when incidents involving deputies using excessive force came to light in 2020. This caused the community and City to demand accountability, transparency, and better public safety services.

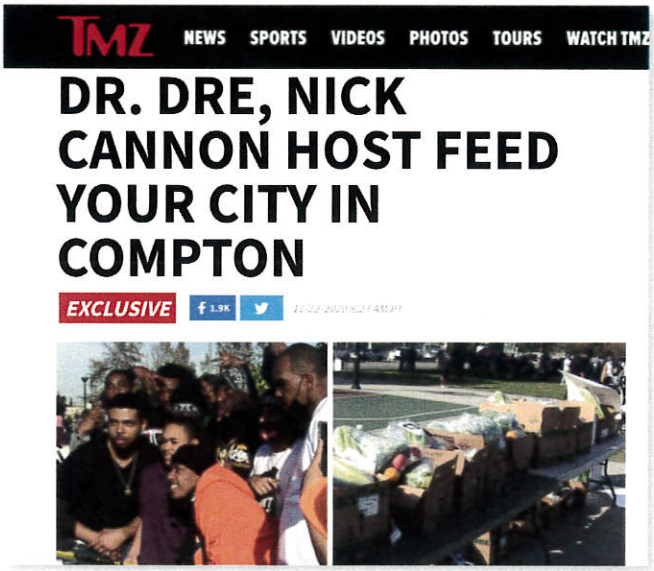
Elevate worked closely with City staff and the office of the Mayor to ensure statements from the City where shared with media, residents, and the community. All the messaging urged the State and Federal Attorney Generals to open an investigation into the LA County Sheriff's Department – Compton Station to support the outcry from residents requesting the department be held accountable for misconduct, discriminatory policing, and more. Messaging and communicating the actions the City was taking to address the concerns of the residents was met with positive feedback from the community. We worked on highlighting all the work the City was doing from sending letter to the Los Angeles County Sheriff's Department, hosting a press conference, to creating a Law Enforcement Review Board. Through this, we were able to ensure that the City strengthened their trust with residents and the community especially as the civil unrest of the murder of George Floyd exasperated the misconduct from the Compton Sheriff's Department.

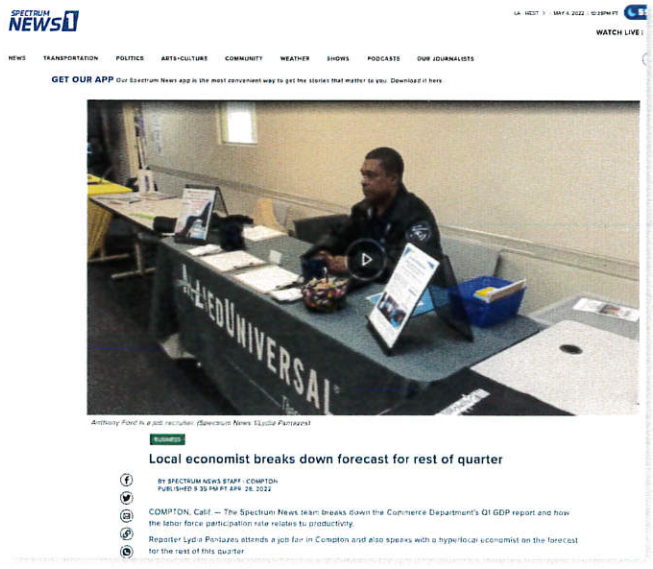
EXTERNAL COMMUNICATIONS

Media

In addition to combatting and correcting negative media stories when possible, we have secured hundreds of positive earned media stories for the City over the past three years.







Excélsior

EDICIÓN IMPRESA
LA PRENSA

Noticias Local Entretenimiento Deportes Opinion Especiales

TEMAS: Los Angeles Santa Ana Riverside San Bernardino Cobertura Coronavirus

LOCAL

CENSO 2020: Compton realiza evento de reclutamiento de empleados temporales

Los trabajos ofrecidos como parte de la iniciativa Compton incluían empleado de oficina, supervisor de operaciones de oficina, supervisor de campo del censo, enumeradores y asistentes de reclutamiento.

The Bulletin

Home Legals News Opinion Classifieds Subscription Contact Us

DBA
Now Businesses publish your DBA

Name Change
Publish a New Change easily

DODGERS TO CELEBRATE JACKIE ROBINSON DAY AT DODGER STADIUM

PRESS-TELEGRAM

SIGN UP FOR NEWSLETTERS
E-EDITION
SUBSCRIBE + SUBSCRIBER SERVICES
ADVERTISING SERVICES

News Local News Sports Things to do Obituaries Opinion Subscribe Log in 61°F

TRENDING: Latest news on Ukraine Outdoor mask mandate lifted LA Rams book Vote for the Best in Long Beach 7 tips for growing peppers

LOCAL NEWS

Compton hosts 2020 census recruitment event as the federal agency bulks up ahead of decennial count

Get the latest news delivered daily!

SUBSCRIBE

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Our Weekly

LOCAL

Compton hosts in-person job fair today

Employers to offer resume feedback, interviews and hiring

Los Angeles Times

Dodgers star Mookie Betts will team up with nonprofit to help Compton

The Dodgers' Mookie Betts watches a foul ball he hit Friday night. Regarding Sunday's community outreach event, the first he has sponsored in Los Angeles, he said "L.A. is my home now." (Jae C. Hong / Associated Press)

SUBSCRIBERS ARE READING

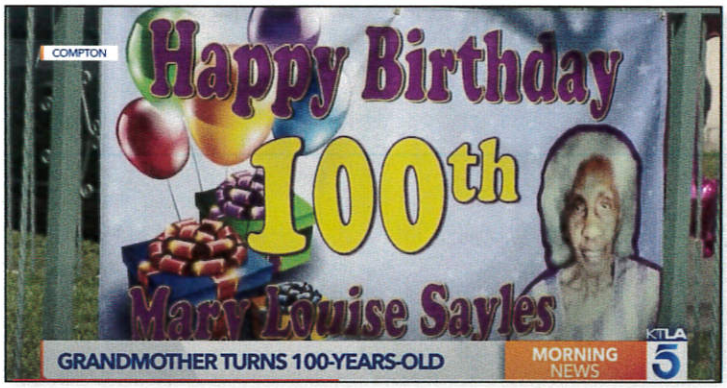
He thought it was a date. Instead, he walked into a deadly MS-13 trap

Russian forces close in on Kyiv as fighting rages throughout Ukraine

L.A. County bars, offices, gyms can drop mask rules with COVID vaccine verification

L.A. must add more than 250,000 homes to zoning plan by October, state rules

Trump continues to praise Putin, forcing GOP to fall in line or splinter from former president



EYEWITNESS NEWS abc7 WATCH LIVE Los Angeles Orange County Inland Empire

SHARE
TWEET
EMAIL

CORONAVIRUS

Dr. Dre, Jimmy Iovine donate funds to provide free meals, COVID-19 tests for Compton residents

The donation will provide over 145,000 free meals for Compton's most vulnerable and will also directly fund coronavirus testing for those who cannot afford them.

Thursday, April 23, 2020

Compton wins $21 million grant for mix-use project

COMPTON (MNS)—The City has been awarded a $21 million grant by the State of California through the Affordable Housing and Sustainable Communities Program (AHSC) for the development of a mixed-use, transit-oriented development on Compton boulevard in downtown Compton.

The grant will infuse the Compton Innovation Center, which, according to Mayor Emma Sharif, will "include housing and commercial, public spaces, public art and a full campus equipped with learning labs, [and] co-working spaces to foster innovation in technology, arts, and entrepreneurial concepts," said Mayor Emma Sharif.

"We believe this will be a transformative development that not only [shapes] the future of Compton, but serves as a model for other cities," Sharif said.

According to interim City Manager Ronerick Simpson, the $21 million grant is the largest in Compton history and represents a significant investment in the development and future of the city.

"This project will be the starting point of a renaissance of downtown Compton with the goal of developing the city into a regional center for culture and commerce," Simpson said. "We thank the State for recognizing the importance of this project and look forward to working with our development partner, KBK Enterprises, to make this vision a reality."

Los Angeles Times

Compton accuses L.A. County Sheriff's Department of 'ghost car' patrol scam

Los Angeles County Sheriff Alex Villanueva addressed a damages claim filed by the city of Compton against Los Angeles County today, alleging the sheriff's department has bilked the city out of millions of dollars by falsely reporting the amount of time deputies spend patrolling the city. (Al Seib / Los Angeles Times)

SUBSCRIBERS ARE READING

He thought it was a date. Instead, he walked into a deadly MS-13 trap

Russian forces close in on Kyiv as fighting rages throughout Ukraine

L.A. County bars, offices, gyms can drop mask rules with COVID vaccine verification

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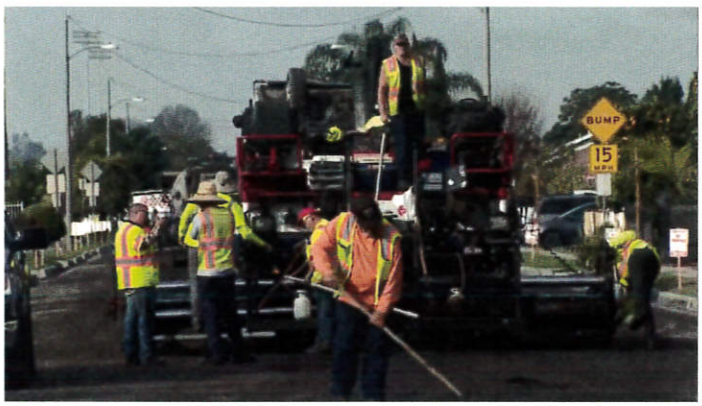
FOX11 LOS ANGELES Live News Weather Good Day LA Contests Black History



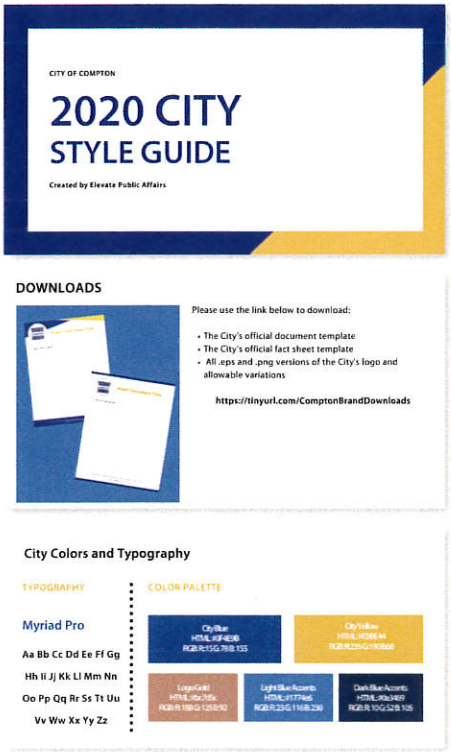
Compton residents see change as city improves pothole problem

Brand and Message Development

Our team focuses our attention on the less visible but equally as important "soft deliverables". This includes daily media monitoring to report about any important media stories and to ensure that the City is being represented in an accurate and appropriate light. We always provide our recommendations to help position the City's brand in the direction of its mission and goals.

We work closely with the appropriate individuals at the City and within its departments to understand what is coming up and how we need to tailor our messaging to ensure we are highlighting all important information. Whether it be providing residents with important information about city services, or providing a great news story to the media about an accomplishment at the City, we work as an extension of your team to make sure we leverage all available opportunities.

Our team lays out memos, press releases and flyers, fact sheets, posters or other materials to inform the general public. We ensure overall brand consistency with every piece that is developed to further awareness of the Compton brand. Our team has also developed a style guide to ensure consistency of brand and uses of the City logo.



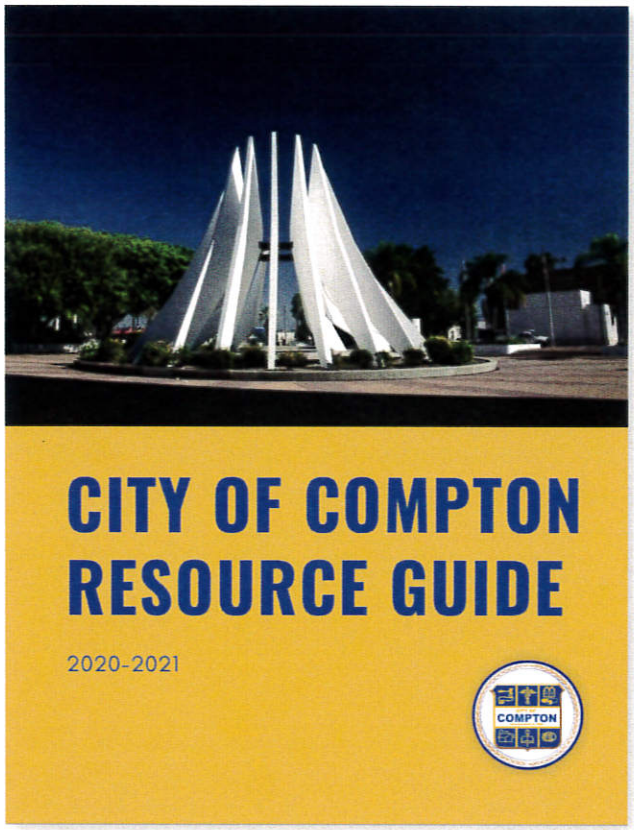
Newsletter

The Compton newsletter is published quarterly and distributed to every household in the City of Compton. The newsletter contains updates on City projects, event recaps, and a message from the City Manager. We work closely with the City liaisons and departments to provide us content. We also reach out to partner organizations to provide us with content of their events or resources that we can include.

Elevate then gathers all the content and makes any adjustments needed, we work closely with a designer to layout the newsletter and once finalized, we translate the newsletter to Spanish.

City Resource Guide

Another project Elevate completed was the City's Resource Guide which was designed to provide residents with key City information and resources to easily access resident services.



CITY OF COMPTON RESOURCE GUIDE

2020-2021

WELCOME

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205 S Willowbrook Ave
Compton, CA 90220

(310) 605-5500

Hours: 7AM - 6PM
(Monday - Thursday)

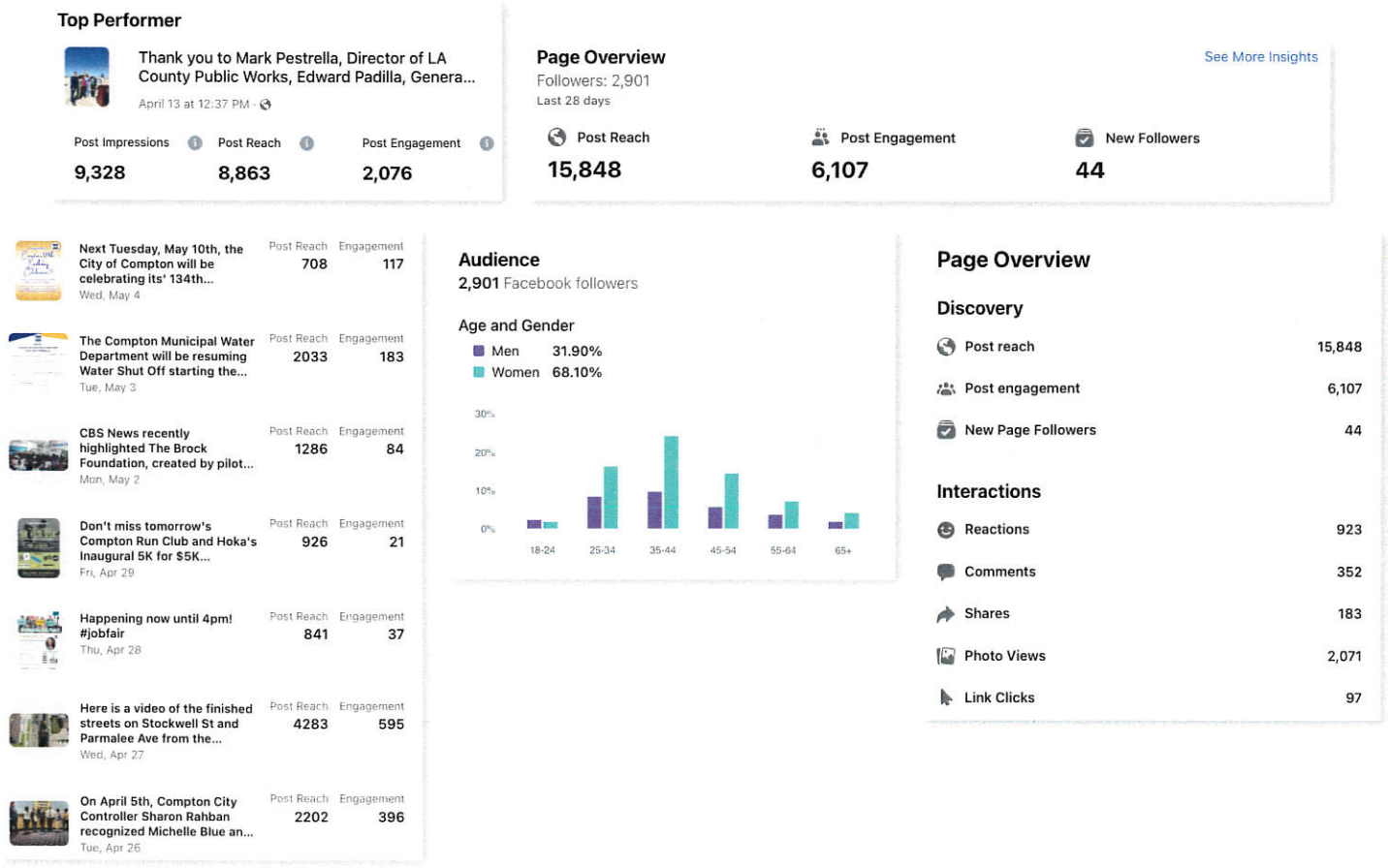
Social Media

When we first came onboard with the City, the City had very little social media presence and had several conflicting profiles and accounts on Facebook and Instagram. We deactivated the old accounts and created one official Facebook, Instagram, and Twitter for the City which we post to on an almost daily basis.

We have grown our following to over 2,900 on Facebook, over 3,700 on Instagram, and over 1,200 on Twitter for a combined total of over 7,800 followers.

We regularly utilize different social media features like live videos, stories, and graphics, to boost performance of our posts. In addition to posting on a consistent basis, we are constantly monitoring and responding to incoming questions from residents on social media.

Our posts regularly reach several thousand people and garner reactions and engagements from dozens. Our post engagement and overall page engagement is much higher than other similar-sized cities.



TEAM BIOS

Adriana Fernandez-Clark

Partner

Role: Adriana will act as project manager and will be the primary point of contact for the City. She will also provide strategic counsel and crisis communications.

Adriana Fernandez-Clark specializes in communications and developing strategic outreach campaigns for many of the firm's clients. She spearheads public education programs for both public and private sector clients, specializing in strategic communications, stakeholder engagement and grassroots mobilization. With a back- ground in legislative affairs, Adriana is skilled in distilling high-level policy and technical issues to messages that resonate across a spectrum of audiences. In 2014, she was named one of the "40 Under Forty" recipients from a Southern California Chamber of Commerce. In 2016, Adriana completed a fellowship through the Southern California Leadership Network with the Los Angeles Chamber. She is a current Board member of the Valley Industry & Commerce Association Foundation, the San Fernando Valley Jaycees, and a member of an SCV Water Agency's Blue Ribbon Committee on water policy.

Janet Fernandez

Account Supervisor

Role: Janet will serve as a secondary point of contact for the City. She is responsible for the day-to-day work with the City. She is fluent in Spanish.

Janet Fernandez is an Account Executive with Elevate where she uses her background in public affairs and communications to help a diverse range of clients meet their unique goals. She specializes in public education and activation for clients across Southern California. Prior to joining Elevate, she worked on political campaigns, ballot measure campaigns, and coalition building at GrassrootsLab. Janet also worked with Child360, formerly known as Los Angeles Universal Preschool, managing the Los Angeles Unified School District coaching contract. Janet earned a Bachelor of Arts in Politics from the University of California, Santa Cruz and is fluent in Spanish.

Kaia Partlow

Account Executive

Role: Kaia will act as project coordinator and will provide support on social media, media outreach, and attending events.

Kaia Partlow is an Account Executive with Elevate where she specializes in community relations, advocacy efforts, and media relations. She is a skilled communicator with a background working on political campaigns as well as on legislative issues. Prior to joining Elevate, Kaia worked with a variety of businesses on policy concerns within Santa Cruz County. She has previously interned with the United States House of Representatives. She graduated with a Bachelor of Arts degree from the University of California, Santa Cruz with a degree in American History.

BUDGET

Services	Monthly Retainer
COMMUNICATION/ PIO SERVICES Including the development, management, execution and coordination of all items specified in this RFQ in full coordination with the City Council and City personnel.	$8,650 per month

CONFLICT OF INTEREST

Elevate would not have any conflicts of interest to begin work in July 2022.

SZABO
and associates

May 11, 2022

Collee Fields
City Manager's Office
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

RE: Public Information Spokesperson RFQ

Dear Ms. Fields,

Enclosed please find our submission in response to the City of Compton's request for a quotation for communications services and to serve as the city's PIO. We appreciate the opportunity to be considered.

Summary of Relevant Experience

Public Information Officer

The firm's principal, Max Szabo, served as a Public Information Officer in his role as an Assistant District Attorney and Director of Communications and Legislative Affairs for the San Francisco District Attorney's Office from 2013 to 2019.

Szabo has conducted hundreds of on-record interviews spanning print, radio and television and has deep relationships with Los Angeles media outlets. He recently directed strategic communications and policy for Los Angeles County District Attorney George Gascón during his campaign and subsequent transition.

We currently provide strategic communications services to cities, counties and Southern California school districts among other clients. Given our legal, media, and policy backgrounds, we are able to offer our clients a unique continuum of services and expertise.

Crisis Management/Press Releases

Reputation management is our specialty, and our experience handling crisis communications is second to none. Whether you're facing a crisis or proactively working to avert one, we'll be by

your side to shield your reputation and restore your brand. Having served as the spokesperson for a law enforcement agency, we've handled crisis communications in the most trying of circumstances–including responding to allegations that actions taken by our agency led to injury or death.

Our legal background enables us to provide strategic guidance on what we *should* say to mitigate backlash, but also what we *can* say to minimize risk and exposure.

Brand and Message Development

From social justice and political campaigns to clean energy and environmental justice causes, we tell stories with purpose and passion. Ensuring Compton's brand signifies the community's values is a collaborative process with city leaders and stakeholders that we'd be excited to facilitate.

Szabo & Associates has a Creative Director in-house who develops brilliant creative for collateral, social and owned media (website, etc). We also contract with graphic artists for specialty projects.

Social Media

Our Creative Director manages content production for a variety of clients. Please see some relevant examples below.

A Sampling of Our Work

City of Berkeley

Szabo & Associates provides ongoing strategic communications, public policy, and digital support for the City of Berkeley through the Mayor's Office. Working closely with their team we've significantly increased the volume and reach of the office's media appearances, enabling one of the nation's most progressive cities to broadcast their efforts to a larger audience at the local and national levels.

We manage media events, draft talking points, press releases, content and advise on policy matters spanning housing, public safety and more.

SZABO
and associates

Recent opinion pieces drafted and placed for the Mayor of Berkeley are attached. Recent press releases drafted for the Mayor of Berkeley are available upon request.

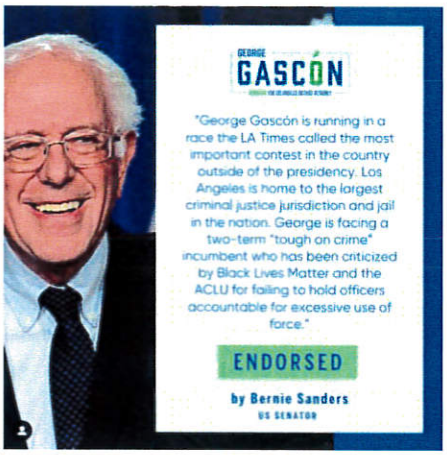
Prosecutors Alliance of California

In the fall of 2020, Szabo & Associates helped launch the Prosecutors Alliance of California, the nation's first progressive law enforcement non-profit to have an advocacy arm. Szabo & Associates managed all aspects of the launch, produced a compelling launch video, content, and continues to provide ongoing strategic communications, digital and public policy support for the organization. A recent opinion piece drafted and placed for the Prosecutors Alliance is attached. Press releases are available upon request.

Since their launch the organization and its Executive Director have been regularly quoted in print, radio and television stories at the local and national levels. The Prosecutors Alliance has established itself as the media's go to progressive law enforcement association in California.

George Gascón for LA County District Attorney

Szabo & Associates built the team that led to George Gascón's historic victory in Los Angeles County, serving as his Director of Communications and Policy during the campaign. We later led his transition team. The effort was a nationally watched and highly complex media relations endeavor, requiring our team to navigate an electorate that has historically favored more moderate public safety professionals alongside a shifting landscape that emerged in the aftermath of the murder of George Floyd. The lightning rod issue of police use of force was front and center.



Gascón was a first-time candidate in LA County, the largest criminal justice jurisdiction in the nation. His opponent was a well-financed, two-term incumbent with superior name recognition. Gascón emerged victorious, securing over 53% of the vote with a margin of more than a quarter-million votes.

Szabo & Associates developed and executed every aspect of Gascón's messaging, media events, press and public outreach, speeches, digital, collateral, talking points, website copy and more. We managed all crisis and assisted in the production of numerous videos including compelling digital and television ads. A sampling of opinion pieces we drafted and placed for DA Gascón are attached. We issued countless press releases and statements, but we are most proud to have had the opportunity to issue press releases marking his victory and inauguration. All referenced content is available upon request.

Conclusion

We are crisis communications experts, but unlike other firms, we don't need to wait for our clients to take action to develop and execute a responsive communications strategy. Our experience across law, government, media and policy makes us uniquely qualified to provide strategic communications advice and guidance upfront to a municipality like Compton. That, in turn, enables us to work hand in hand *with* you to develop communications strategies that advance your mission, and to execute communications tactics with maximum impact to increase your brand and visibility.

From daily print and radio, local and national television, editorial boards and so much more–we have unparalleled access to media outlets large and small in the Los Angeles area and far beyond. Reporters and producers regularly contact us seeking stories, experts and talent to book on their programs. Furthermore, as a professional spokesperson who is regularly quoted by the media and that has given hundreds of television and radio interviews we have deep on-record experience. That means we have the capacity to not only generate opportunities for you to be highlighted by the media, we can also prepare your team to speak with distinction. We are excited by the prospect of supporting the world class City of Compton, and we would look forward to being a member of your team.

SZABO
and associates

Price Quotation

We acknowledge the need for a "not to exceed" clause in any agreement and look forward to additional discussion or questions regarding fees. We generally work on a retainer basis, however, our hourly rates are as follows:

Maxwell Szabo, Esq. – Principal – $395/hour.

Izak Epstein – Senior Associate – $195/hour.

Anya Chen – Creative Director – $125/hour.

Suggested service offerings are as follows:

- Proactive and Reactive Strategic Communications Management
- Public Policy Support and Guidance
- Media Advisories
- Statements
- Press Releases
- Talking Points
- On-Record Spokesperson
- Spokesperson Prep & Media Training
- Press Event Management
- Media Pitching
- Press List Development
- Opinion Pieces
- Access to our large network of local, regional and national media contacts
- Website copy creation
- Collateral copy creation
- Social media copy creation (20 original posts per month)
- Social media graphic creation (4 per month)

Please contact us with any questions whatsoever. Sincerely,

Maxwell Szabo, Esq.

SZABO
and associates

Who We Are

Max Szabo is a veteran strategist, communications expert and licensed attorney. He has developed and successfully executed hundreds of high-profile initiatives for elected officials, agencies, non-profits, labor organizations, developers and Fortune 500 corporations.

Szabo was previously a senior adviser to San Francisco's top prosecutor where he served as an Assistant District Attorney and Director of Communications and Legislative Affairs. There Szabo led several successful reform efforts for District Attorney George Gascón and directed landmark legislative initiatives including SB 962, a 2014 law which required the smartphone industry to pre-install a "kill switch" on every device sold. SB 962 has widely been credited with a global decline in violent smartphone robberies. Szabo was also a co-architect of major criminal justice reform legislative initiatives such as AB 1076, a first-of-its-kind effort that leverages technology to automate record clearance at scale and provide expanded employment and housing opportunities for millions of Californians.

Szabo is a California media market specialist. He is regularly quoted by the media and has given hundreds of television and radio interviews. He has deep relationships with elected officials across California, with law enforcement leaders, criminal justice reform advocates, and with members of the community.

Szabo earned his law degree from the University of San Francisco where he graduated with honors. He is a member of the California State Bar and lives in San Francisco with his wife, Belén.

Izak Epstein is a Senior Associate with Szabo and Associates. Izak is committed to working towards a reimagined justice system that promotes fairness and equality for all. He specializes in digital communications, public policy, and community engagement. Prior to joining the firm, Izak served as Deputy Communications Director on George Gascón's successful 2020 campaign for Los Angeles District Attorney. Izak has previously worked as a paralegal at an election law firm and interned for Deloitte Consulting's Government and Public Service practice in Washington DC. Izak earned his MSc in Criminology and Criminal Justice from Oxford University in 2020 on a Rotary Global Scholarship, and his B.A. in Political Science with honors from Yale University in 2019. At Yale, Izak started the first Court Watch program in Connecticut, ran a mentoring program for incarcerated youth, led sexual consent workshops, and was a D1 rower on the top ranked crew team in the nation. Izak grew up in Long Beach, CA and now lives in Los Angeles. Izak loves biking, running, and uncovering the best LA restaurants for take-out.

Anya Chen is a Los Angeles based creative professional with extensive experience in press and community outreach, public relations, social media management, as well as more hands-on design projects. She has a unique background in fine arts and has had her artwork published in the *New York Times,* along with receiving several accolades for her design and journalism expertise, such as the Gold Circle Award by the Columbia Scholastic Press Association and a nomination for the American Visions Award.

TAMRIN OLDEN

TOC PUBLIC RELATIONS | OWNER & CEO

CORE SKILLS

- **Media relations**
- **Social media management**
- **Branding and marketing**
- **Teaching**
- **Website management**
- **Public speaking**
- **Crisis communications**
- **Policy writing and implementation**
- **Project management**
- **Graphics and video design**
- **Supervising personnel and volunteers**
- **Event planning and coordination**
- **Community engagement and education**
- **News release, newsletter, and blog writing**
- **Personnel recruitment**

SPEAKING ENGAGEMENTS

- **LA County Homicide Investigators Course: Media Relations**
- **California Peace Officers Association: Social Media Recruitment & LinkedIn**
- **California Crime Prevention Officers Association: Social Media**
- **Cal Chiefs Association: Social Media For Administrators**
- **Inland Empire Social Media Summit: Instagram**
- **Online Video Made Easy Podcast: Social Media Video Content Strategy**
- **Breaking Barriers United Conference: Connecting With Your Comunity Using Social Media**

CONTACT INFO

Phone: 909.762.4758
Email: tamrin@tocpublicrelations.com
Website: tocpublicrelations.com

EXPERIENCE & QUALIFICATIONS

I have over 19 years of experience doing public relations for local government and law enforcement agencies, including 12 years with the Chino Police Department. As a communications manager, I have developed and managed all aspects of public relations, from marketing and branding to social media and media relations (PIO).

I have managed communications for multiple critical incidents and have established a positive reputation amongst government and media professionals for my professionalism, innovation, and transparency.

In addition, over the last seven years, I have worked with dozens of organizations, businesses, non-profit groups, and associations to provide training, websites, digital marketing, and communications consulting through my companies Law Enforcement Social and TOC Public Relations.

My skill set is unique in that I don't just help with strategy, I assist with implementation, as well as teach others how to do it. From managing social media to graphic design, website management, and news conferences, I have the skills and experience to provide A to Z public relations services to fit the individual needs of my clients.

EDUCATION & TRAINING

- California State University, Fullerton | 2006
  - BA in Psychology
- Intermediate POST Instructor Development
- Advanced PIO
- Crisis Communications
- Emergency Management Certification: PIO Specialty
- Civilian Supervisor
- Social Media Management
- Crime Prevention

TOC Public Relations
9096061733

4195 Chino Hills Parkway #561
Chino Hills, California
91709
United States

Prepared For
Collee Fields
City of Compton
205 South Willowbrook Avenue
Compton, Ca
90220

Proposal Date
05/09/2022

Proposal Number
0000107

Reference
Public Information
Spokesperson RFQ

Overview

TOC PR is a PR firm that specializes in digital marketing, strategic communications, and all aspects of public relations. We have over 100 years of combined experience in the profession, with a specialty in government and public safety agencies organizations. Find out more about who we are and what we do at tocpublicrelations.com.

Public Information Spokesperson and Consultant Scope of Work

The contract would cover the following services:

- Crisis Management and Press Releases: Develop and distribute timely responses and proactive messaging for critical incidents. Monitor, track, and analyze media and social media content related to incidents and campaigns.
- Brand development - Review, update, and implement brand strategy and development
- Social media management - Content creation, message creation, social media team management, strategy development, posting, monitoring, and response.

Other Terms and Services

- Spanish translation services are available upon request
- In-person meetings and events will be limited to twice per month; services will primarily be provided in a remote capacity
- Spanish-speaking spokesperson, media relations, and all communication materials translations, if needed, provided by Jaime Rojas of Rojas Communications Group

Pricing

Description	Rate	Qty	Line Total
Public Information Spokesperson and Consultant Twelve month contract term.	$8,500.00	12	$102,000.00

Subtotal	102,000.00
Tax	0.00
Proposal Total (USD)	$102,000.00

Terms

Monthly invoices will be submitted and must be paid within 45 days of submission.

Notes

We thank you for your consideration of TOC Public Relations' proposal submission of the City of Compton's RFQ for Public Information Spokesperson.

Sincerely,

Tamrin Olden
CEO
TOC Public Relations

July 26, 2022

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

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT TWO MEASURES BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS, ELIMINATING PRIMARY NOMINATING ELECTIONS, AND CHANGING THE DATE OF GENERAL MUNICIPAL ELECTIONS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURES**

SUMMARY

The attached Resolution authorizes two measures to be placed on the ballot for the Special Municipal Election to be held on November 8, 2022, and to be consolidated with the election to be conducted by the County of Los Angeles on the same date.

BACKGROUND

Section 603 of the Compton City Charter provides that the City Council shall hold at least four regular meetings each month. Changing the minimum number of monthly City Council meetings requires an amendment to Section 603 of the City's Charter.

Section 1300 of the City Charter identifies "Primary Nominating Elections" as a type of municipal election. Section 1301 provides that Primary Nominating Elections "shall be held on the third Tuesday in April in each odd-numbered year for the purpose of nominating not exceeding two candidates for each of the elective offices in which vacancies have occurred since the preceding general municipal election, and for such other purposes as may be provided by Charter or ordinance." Section 1302 of the City Charter provides that General Municipal Elections shall be held on the first Tuesday in June in each odd-numbered year. Eliminating the Primary Nominating Elections requires an amendment to Section 1300 and the deletion of Section 1301. Changing the date of the General Municipal Election to coincide with the Statewide Primary Election requires an amendment to Section 1302, as well as an amendment to Section 500 to ensure that all relevant provisions in the Charter align with this new election date.

A measure to amend the Charter can only be enacted by a majority vote of the City's voters. Ordinance No. _____ calls a Special Municipal Election to be held on November 8, 2022.

STATEMENT OF THE ISSUES

Council has requested the following Charter Amendment measures:

> (1) Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?
>
> (2) Shall the measure amending the Compton City Charter to eliminate the City's primary nominating election, change the City's general municipal election date to coincide with the statewide primary election, and make other related and technical changes to the City's election procedures and terms of office, be adopted?

If approved by the voters, the Charter amendments would reduce the number of required monthly regular City Council meetings and/or change the date of the General Municipal Election to align with the Statewide Primary Election while eliminating the City's Primary Nominating Election.

FISCAL IMPACT

Los Angeles County will divide election costs among participating cities after costs are determined. Funds for expenditures related to the Special Election are available in the 2022/2023 fiscal year budget.

RECOMMENDATION

Staff has no recommendation on the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT TWO MEASURES BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS, ELIMINATING PRIMARY NOMINATING ELECTIONS AND CHANGING THE DATE OF GENERAL MUNICIPAL ELECTIONS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURES

WHEREAS, by Ordinance No. _____, adopted on _____, 2022, the City Council has previously called and given notice of the Special Municipal Election to be held on Tuesday, November 8, 2022, and to be consolidated with the election to be conducted by the County of Los Angeles on the same date; and

WHEREAS, the City Council desires to submit to the voters of the City at the Special Municipal Election a ballot measure relating to a Charter amendment to reduce the number of monthly regular City Council meetings; and

WHEREAS, the City Council desires to submit to the voters of the City at the Special Municipal Election a ballot measure relating to a Charter amendment to (1) eliminate the date of the Primary Nominating Election, and (2) change the date of General Municipal Elections to coincide with the statewide primary election.

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

Section 1. Measures Ordered to be Submitted. Pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code, the City Council hereby orders the two measures in Sections 2 and 3 of this Resolution be submitted to the voters at the Special Municipal Election to be held on November 8, 2022.

Section 2. Measure

(a) The City Council does hereby order submitted to the voters at such Special Municipal Election the following measure:

Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?	**YES**
	NO

(b) The text of the proposed amendments to be submitted to the voters is attached hereto as Exhibit "A" and incorporated herein by reference. The proposed measure shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at such Special Municipal Election.

Section 3. Measure

(a) The City Council does hereby order submitted to the voters at such Special Municipal Election the following measure:

Shall the measure amending the Compton City Charter to eliminate the City's primary nominating election, change the City's general municipal election date to coincide with the statewide primary election, and make other related and technical changes to the City's election procedures and terms of office, be adopted?	**YES**
	NO

(b) The text of the proposed amendments to be submitted to the voters is attached hereto as Exhibit "B" and incorporated herein by reference. The proposed measure shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at such Special Municipal Election.

Section 4. Impartial Analysis. The City Clerk is hereby directed to forward a copy of the measures to be voted on at such Special Municipal Election to the City Attorney and the City Attorney is hereby directed to prepare an impartial analysis of the measures pursuant to Elections Code Section 9280.

Section 5. Ballot Argument. The City Council hereby authorizes any of its members to submit a ballot argument in favor of either or both of the measures to be voted on at said Special Municipal Election pursuant to Elections Code Section 9282.

Section 6. Conduct of the Special Municipal Election. In all particulars not recited in this Resolution, the Special Municipal Election shall be held and conducted as provided by law for holding municipal elections. All persons qualified and registered to vote in the City of Compton as of the date of such election shall be entitled to vote.

Section 7. Notice of Time and Place of Holding Election. Notice of the time and place of holding the Special Municipal Election is hereby given and the City Clerk is authorized instructed, and directed to give further or additional notice of the election, in the time, form and manner as required by law.

Section 8. Further Council Action. If the proposed measures are approved by a vote of at least a majority of the voters voting on the questions at the Special Municipal Election, the Council shall forthwith take any required action to make any necessary changes to the Compton Municipal Code so that the Municipal Code is consistent with the Charter, as amended.

Section 9. Filing Copies of Resolution. Copies of this Resolution shall be filed in the offices of the City Clerk, City Manager, and City Attorney and with the Board of Supervisors and Registrar of Voters of the County of Los Angeles.

Section 10. Signature and Attestation. The Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution and shall cause the same to be published as required by law.

ADOPTED this _____day of_____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a special meeting thereof held on the _____day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

The People of the City of Compton do hereby amend the Charter of the City of Compton as follows:

1. Section 603 of Article VI of the Charter of the City of Compton is amended in its entirety to read as follows (text to be deleted shown in ~~strikethrough~~ and text to be added shown in double underline):

   "**Section 603. Regular Meetings.** The City Council shall hold at least two~~four~~ regular meetings each month, at such times as it shall fix by ordinance or resolution and may adjourn or re-adjourn any regular meeting to a date certain which shall be specified in the order of adjournment and when so adjourned each adjourned meeting shall be a regular meeting for all purposes."

2. The City Clerk is directed to certify to the passage of this Charter Amendment and to file it in the Office of the Secretary of State forthwith, and to take such other actions as are necessary to give effect to its passage.

PASSED AND ADOPTED BY THE VOTERS THIS _____ DAY OF _____, 2022.

EXHIBIT B

The People of the City of Compton do hereby amend the Charter of the City of Compton as follows:

1. Section 500 of Article V of the Charter of the City of Compton is amended in its entirety to read as follows (text to be deleted shown in ~~strikethrough~~ and text to be added shown in double underline):

"Section 500. Enumeration of and Term. The elective officers of the City shall consist of:

A City Council composed of five (5) members who are registered voters of the City, four (4) to be residents of their respective districts and nominated and elected only by the residents of their respective districts. The fifth shall be nominated and elected from the City at large and shall hold the office of Mayor:

Other elected officers of the City shall be:

A City Clerk;
A City Treasurer; and
A City Attorney.

All of the elected officers shall serve for a term of four (4) years. The terms of office of the members of the City Council residing in districts Two and Three, and the terms of office of the Mayor, City Clerk, City Treasurer and City Attorney elected in 1969 shall expire in the year 1973. The terms of office of the present members of the City Council residing in districts One and Four shall expire in the year 1971.

Notwithstanding the preceding paragraph, in order to transition to new elections dates starting in 2024, each elected officer whose term of office would have expired on June 30, 2023 when the successor was elected and qualified, shall continue in office until the successor is elected and qualified on the first of the calendar month following the certification of the results of the General Municipal Election in 2022. Each elected officer whose term of office would have expired on June 30, 2023, when the successor was elected and qualified, shall continue in office until the successor is elected and qualified on the first of the calendar month following the certification of the results of the General Municipal Election in 2024.

Starting in the year 2022, the terms of office of the Mayor, City Clerk, City Treasurer, City Attorney, and Councilmembers elected from District 2 and District 3 shall commence in the year 2026 and in each fourth anniversary of the year 2022, and the terms of office of Councilmembers elected from District 1 and District 4 shall commence in the year 2024 and in each fourth anniversary of the year 2024.

The terms of all elective officers shall commence on ~~July~~the ~~F~~first of the calendar month following the~~ir~~ certification of the election results and each shall serve until his successor is elected and qualified. Any ties in voting shall be settled by the casing of lots.

Provided, however, the City Council, on and after the operative date (as the term "operative date" is hereafter defined) shall be composed of seven (7) members, six (6) to be residents of their respective districts and nominated and elected only by the residents of their respective districts, and the seventh to be both nominated and elected from the City at large, and to be known as the Mayor.

At any time when the City Council finds by ordinance adopted by not less than four (4) affirmative votes that the population of the City exceeds 100,000 persons, the City Council shall thereupon, and within sixty (60) days after the effective date of such ordinance, adopt an ordinance by at least three (3) affirmative votes dividing the City into six (6) Districts for the purpose of electing members of the Council.

Said districts so revised and fixed shall comprise as nearly as practicable equal numbers of voters as determined by records of the registration of voters of Los Angeles County on file with the Registrar of Voters of said County and be composed of contiguous and compact territory and bounded by natural boundaries of street lines.

The ordinance shall provide the districts so that each Councilman then in office will reside within the district bearing the number of the district from which he was elected and District 5 and District 6 shall not include the residence of any of the members of the Council except that either such districts may include the residence of the Mayor.

Within thirty (30) days after the effective date of the ordinance establishing six (6) council district, the Council shall in the manner provided by law, call a special election for the purpose of holding an election for a councilman from District 5 and a councilman from District 6. If any candidate receives a majority for either of such offices, the City Council shall declare such candidate or candidates (as the case may be) elected. If no candidate for either or both of such offices receives a majority, a final election shall be held on the Fourth Tuesday following said election between the two candidates receiving the highest vote in the first election of each or either of said offices. Following said second election, the City Council shall declare the candidate receiving the highest vote for each or either of said offices elected.

Such election, including the nominations, notice, canvass and other proceedings, shall follow as near as may be practicable the procedures for elections. The Council may provide procedures for such elections by ordinance.

When the Council has declared a candidate elected for Districts 5 and a candidate elected for District 6, the provisions for a seven (7) member City Council shall become operative at 12:01 a.m. on the seventh day after such declaration or if candidates are declared elected in the two districts at different times, at 12:01 a.m. on the seventh day after the last such declaration. Such seventh day is herein defined as the operative dated.

The Councilman elected in the first instance from District 5 shall serve a term that shall commence on the operative date and shall end at the same time that the term of the councilman from District 1 ends. The Councilman elected in the first instance from District 6 shall serve a term that shall commence on the operative date and end at the same time as the term of the councilman from District 2 ends.

Councilmen thereafter elected from Districts 5 and 6 shall serve for a term of four (4) years.

On and after the operative date, the City shall be divided into six (6) districts notwithstanding the provisions of Section 501 of this Charter.

Notwithstanding the provisions of Section 502 of the Charter, and after the operative date, the City Council may change the boundaries of the Six Districts into which the City has been divided by ordinance adopted by at least five (5) affirmative votes whenever in the opinion of the City Council such is necessary to better equalize the population among the respective districts.

On and after the operative date whenever the provisions of the Charter call for three (3) affirmative votes, or the concurrence of the three (3) members of the City Council; or otherwise provide for an action to be taken by three (3) members of the City Council, such provisions shall be construed to require four (4) affirmative votes, or the concurrence of four (4) members of the City Council or otherwise provide for an action to be taken by four (4) members of the City Council.

On and after the operative date whenever the provisions of the Charter call for four (4) affirmative votes, or the concurrence of four (4) members of the City Council, or otherwise provide for an action to be taken by four (4) members of the City Council such provision shall be construed to require six (6) affirmative votes, or the concurrence of six (6) members of the City Council, or otherwise provide for an action to be taken by six (6) members of the City Council.

Notwithstanding the provisions of Section 502 of this Charter, on and after the operative date, a person shall be deemed to have been a resident of the City or a district, at a place which is, at the time of the election, within the City or the District."

2. Section 1301 of Article XIII of the Charter of the City of Compton is deleted in its entirety.

~~"**Section 1301. Primary Nominating Elections**. Primary Nominating Elections shall be held on the third Tuesday in April in each odd-numbered year for the purpose of nominating not exceeding two candidates for each of the elective offices in which vacancies have occurred since the preceding general municipal election, and for such other purposes as may be provided by Charter or ordinance. The primary nominating election may be consolidated with the election of the Compton Unified School District."~~

3. Section 1302 of Article XIII of the Charter of the City of Compton is amended in its entirety to read as follows (text to be deleted shown in ~~strikethrough~~ and text to be added shown in double underline):

"**Section 1302. General Municipal Elections**. General Municipal Elections shall be held ~~on the first Tuesday in June~~ in each even~~odd~~-numbered year concurrent with the statewide primary election for the purpose of electing officers of the City to fill the vacancies and expiring terms in the elective offices and for such other purpose as may be provided by Charter or Ordinance. To allow for the orderly transition to holding General Municipal Elections in even-numbered years, the General Municipal Election that was previously scheduled for June 2023 shall be moved to the date of the statewide primary election in 2024.

Notwithstanding any other provision of this Section~~the foregoing~~, the ~~general election~~ date of the General Municipal Election may be changed by ordinance adopted not later than December 1 of any odd~~even~~-numbered year, if the date stated in the ordinance is not later than June 15th of the even~~odd~~-numbered year and will permit consolidation of the next election with that of another public entity."

4. The City Clerk is directed to certify to the passage of this Charter Amendment and to file it in the Office of the Secretary of State forthwith, and to take such other actions as are necessary to give effect to its passage.

PASSED AND ADOPTED BY THE VOTERS THIS _____ DAY OF _____, 2022.

July 26, 2022

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

FROM: **CITY CLERK**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON NOVEMBER 8, 2022 FOR THE SUBMISSION TO THE VOTERS OF THE CITY TWO MEASURES TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS, AND ELIMINATING PRIMARY NOMINATING ELECTION AND CHANGING THE DATE OF THE GENERAL MUNICIPAL ELECTION**

SUMMARY

The attached Ordinance calls and gives notice of a Special Municipal Election to be held on November 8, 2022, and to be consolidated with the election to be conducted by the County of Los Angeles on the same date.

BACKGROUND

The Compton City Charter serves as the local Constitution for the City of Compton and authorizes the City Council to control municipal affairs. Article XIII of the Charter governs municipal elections and provides that other than Primary Nominating Elections and General Municipal Elections, all other municipal elections that may be held by authority of the Charter, or of any law, shall be known as Special Municipal Elections and shall be called by ordinance.

The attached Ordinance calls and gives notice of a Special Municipal Election to be held on November 8, 2022 for the submission of the following ballot measures to the voters of the City:

1. A measure to amend the City of Compton Charter to reduce the number of required monthly regular City Council meetings; and
2. A measure to amend the City of Compton Charter to eliminate the City's primary nominating Election, change the City's general municipal election date to coincide with the statewide primary election, and make other related and technical changes to the City's election procedures and terms of office, be adopted?

The attached Ordinance provides that in all particulars not recited in the attached Ordinance or in Council resolutions ordering measures to be submitted to the voters of the City at the Special Municipal Election, the Special Municipal Election shall be held and conducted as provided by law for holding municipal elections. All persons qualified and registered to vote in the City of Compton as of the date of said election shall be entitled to vote.

The attached Ordinance relates to the calling of an election and shall take effect immediately upon its adoption.

FISCAL IMPACT

Los Angeles County will divide election costs among participating cities after costs are determined. Funds for expenditures related to the Special Election are available in the 2022/2023 fiscal year budget.

RECOMMENDATION

Staff has no recommendation on the attached Ordinance.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON NOVEMBER 8, 2022 FOR THE SUBMISSION TO THE VOTERS OF THE CITY TWO MEASURES TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS, AND ELIMINATING PRIMARY NOMINATING ELECTION AND CHANGING THE DATE OF GENERAL MUNICIPAL ELECTION

THE CITY COUNCIL OF THE CITY OF COMPTON DOES ORDAIN AS FOLLOWS:

Section 1. Calling and Giving Notice of Special Municipal Election. Pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code and Charter, the City Council hereby calls and gives notice of a Special Municipal Election to be held in the City of Compton on Tuesday, November 8, 2022, to be consolidated with the election to be conducted by the County of Los Angeles on the same date. The City Clerk is hereby authorized, instructed and directed to give further or additional notice of the Special Municipal Election, in the time, form, and manner as required by law.

Section 2. Measures to Amend the City of Compton Charter. Two Measures to Amend the City of Compton Charter shall appear on the Special Municipal Election ballot as follows:

Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?	**YES**
	NO

Shall the measure amending the Compton City Charter to eliminate the City's primary nominating election, change the City's general municipal election date to coincide with the statewide primary election, and make other related and technical changes to the City's election procedures and terms of office, be adopted?	**YES**
	NO

The proposed measures described in this Section 2 shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at said Special Municipal Election.

Section 3. Conduct of the Special Municipal Election. In all particulars not recited in this Ordinance or in Council resolutions ordering measures to be submitted to the voters of the City at the Special Municipal Election, the Special Municipal Election shall be held and conducted as provided by law for holding municipal elections. All persons qualified and registered to vote in the City of Compton as of the date of said election shall be entitled to vote. The City Clerk is hereby authorized, instructed and directed to procure and furnish any and all supplies and equipment that may be necessary in order to properly and lawfully conduct the election. The City Council recognizes that additional costs will be incurred by the County by reason of this consolidation and

agrees to reimburse the County for any such costs upon presentation of reasonably detailed invoices.

Section 4. Severability. The City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 5. Effective Date. This Ordinance relates to the calling of an election and shall take effect immediately upon its adoption.

Section 6. Filing Copies of Ordinance. Copies of this Ordinance shall be filed in the offices of the City Clerk, City Manager and City Attorney, and with the County of Los Angeles Board of Supervisors and Registrar of Voters.

Section 7. Publication or Posting of Ordinance. The City Clerk shall cause this Ordinance or a summary of this Ordinance to be published or posted in accordance with the City of Compton Charter.

Section 8. Signature and Attestation. The Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance.

ADOPTED this _____ day of_____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a special meeting thereof held on the _____ day of_____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

July 26, 2022

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

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE**

SUMMARY

The attached Resolution requests the Board of Supervisors of Los Angeles County to consolidate a Special Municipal Election to be held on November 8, 2022 with the election to be conducted by the County of Los Angeles on the same date.

BACKGROUND

At this meeting, the City Council previously considered Ordinance No. _____, calling and providing for a Special Municipal Election to be held in the City of Compton on November 8, 2022; Resolution No. _____ ordering two measures proposing charter amendments to be submitted to the voters at the Special Municipal Election.

The Council desires that the Special Municipal Election be consolidated with the election to be conducted by Los Angeles County on the same date and that, within the City, the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of Los Angeles conduct the election and canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election.

The attached Resolution requests the County Board of Supervisors to consent and agree to the consolidation of the Special Municipal Election with the election to be conducted by the County of Los Angeles on Tuesday, November 8, 2022.

FISCAL IMPACT

Additional costs will be incurred by the County by reason of the consolidation of the Special Municipal Election, and the City will reimburse the County for such costs.

RECOMMENDATION

Staff has no recommendation on the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, on July 26, 2022, the City Council adopted Ordinance No. _____ calling and providing for a Special Municipal Election to be held in the City of Compton on November 8, 2022, which Ordinance became effective immediately; and

WHEREAS, on July 26, 2022, the City Council of the City of Compton adopted Resolution No. _____, ordering two measures to be submitted to the voters at the Special Municipal Election, as described in Section 2 hereof; and

WHEREAS, it is desirable that the Special Municipal Election be consolidated with the election to be conducted by Los Angeles County on the same date and that, within the City, the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of Los Angeles conduct the election and canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election.

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

Section 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a Special Municipal Election with the election to be conducted by the County of Los Angeles on Tuesday, November 8, 2022, for the purpose of submitting the Measures set forth in Section 2 to the voters.

Section 2. That two Measures are to appear on the Special Municipal Election ballot as follows:

Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?	**YES**
	NO

Shall the measure amending the Compton City Charter to eliminate the City's primary nominating election, change the City's general municipal election date to coincide with the statewide primary election, and make other related and technical changes to the City's election procedures and terms of office, be adopted?	**YES**
	NO

Section 3. That the Registrar of Voters of the County of Los Angeles is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with Section 10418 of the California Elections Code and other provisions of law regulating the Special Municipal Election.

Section 4. That the Registrar of Voters of the County of Los Angeles shall conduct the election and canvass the returns of the Special Municipal Election and the election shall be held in all respects as if there were only one election.

Section 5. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters of the County of Los Angeles to take any and all steps necessary for the holding of the consolidated election.

Section 6. That the City Council recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs upon presentation of reasonably detailed invoices. The City Clerk is authorized to contract with the County as necessary to facilitate the consolidated election.

Section 7. That the City Clerk is hereby requested to file a certified copy of this resolution with the Board of Supervisors and Registrar of Voters of the County of Los Angeles forthwith, and not later than 5:00 p.m. on August 12, 2022.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a special meeting thereof held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

July 26, 2022

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

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT TWO MEASURES BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS AND CHANGING THE DATE OF PRIMARY NOMINATING ELECTIONS AND GENERAL MUNICIPAL ELECTIONS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURES**

SUMMARY

The attached Resolution authorizes two measures to be placed on the ballot for the Special Municipal Election to be held on November 8, 2022, and to be consolidated with the election to be conducted by the County of Los Angeles on the same date.

BACKGROUND

Section 603 of the Compton City Charter provides that the City Council shall hold at least four regular meetings each month. Changing the minimum number of monthly City Council meetings requires an amendment to Section 603 of the City's Charter.

Section 1301 of the Compton City Charter provides that Primary Nominating Elections shall be held on the third Tuesday in April in each odd-numbered year, and Section 1302 provides that General Municipal Elections shall be held on the first Tuesday in June in each odd-numbered year. Changing the date of the City's Primary Nominating Election and General Municipal Election to align the latter with the Statewide Primary Election requires amendments to Sections 500, 1301, and 1302 of the City's Charter to ensure that all relevant provisions in the Charter align with the new election dates.

A measure to amend the Charter can only be enacted by a majority vote of the City's voters. Ordinance No. _____ calls a Special Municipal Election to be held on November 8, 2022.

STATEMENT OF THE ISSUES

Council has requested the following Charter Amendment measures:

> (1) Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?
>
> (2) Shall the measure amending the Compton City Charter to change the City's general municipal election date to coincide with the statewide primary election, change the date of the City's primary nominating election to an established election date, and make other related and technical changes to the City's election procedures and terms of office, be adopted?

If approved by the voters, the Charter amendments would reduce the number of required monthly regular City Council meetings and/or change the dates of the Primary Nominating Election and General Municipal Election to align the latter with the Statewide Primary Election.

FISCAL IMPACT

Los Angeles County will divide election costs among participating cities after costs are determined. Funds for expenditures related to the Special Election are available in the 2022/2023 fiscal year budget.

RECOMMENDATION

Staff has no recommendation on the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT TWO MEASURES BE SUBMITTED TO THE VOTERS OF THE CITY AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS AND CHANGING THE DATE OF PRIMARY NOMINATING ELECTIONS AND GENERAL MUNICIPAL ELECTIONS, AND DIRECTING THE CITY ATTORNEY TO PREPARE AN IMPARTIAL ANALYSIS OF THE MEASURES

WHEREAS, by Ordinance No. _____, adopted on _____, 2022, the City Council has previously called and given notice of the Special Municipal Election to be held on Tuesday, November 8, 2022, and to be consolidated with the election to be conducted by the County of Los Angeles on the same date; and

WHEREAS, the City Council desires to submit to the voters of the City at the Special Municipal Election a ballot measure relating to a Charter amendment to reduce the number of monthly regular City Council meetings; and

WHEREAS, the City Council desires to submit to the voters of the City at the Special Municipal Election a ballot measure relating to a Charter amendment to (1) change the date of the Primary Nominating Elections to an established election date, and (2) change the date of General Municipal Elections to coincide with the statewide primary election.

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

Section 1. Measures Ordered to be Submitted. Pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code, the City Council hereby orders the two measures in Sections 2 and 3 of this Resolution be submitted to the voters at the Special Municipal Election to be held on November 8, 2022.

Section 2. Measure

(a) The City Council does hereby order submitted to the voters at such Special Municipal Election the following measure:

Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?	**YES**
	NO

(b) The text of the proposed amendments to be submitted to the voters is attached hereto as Exhibit "A" and incorporated herein by reference. The proposed measure shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at such Special Municipal Election.

Section 3. Measure

(a) The City Council does hereby order submitted to the voters at such Special Municipal Election the following measure:

Shall the measure amending the Compton City Charter to change the City's general municipal election date to coincide with the statewide primary election, change the date of the City's primary nominating election to an established election date, and make other related and technical changes to the City's election procedures and terms of office, be adopted?	**YES**
	NO

(b) The text of the proposed amendments to be submitted to the voters is attached hereto as Exhibit "B" and incorporated herein by reference. The proposed measure shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at such Special Municipal Election.

Section 4. Impartial Analysis. The City Clerk is hereby directed to forward a copy of the measures to be voted on at such Special Municipal Election to the City Attorney and the City Attorney is hereby directed to prepare an impartial analysis of the measures pursuant to Elections Code Section 9280.

Section 5. Ballot Argument. The City Council hereby authorizes any of its members to submit a ballot argument in favor of either or both of the measures to be voted on at said Special Municipal Election pursuant to Elections Code Section 9282.

Section 6. Conduct of the Special Municipal Election. In all particulars not recited in this Resolution, the Special Municipal Election shall be held and conducted as provided by law for holding municipal elections. All persons qualified and registered to vote in the City of Compton as of the date of such election shall be entitled to vote.

Section 7. Notice of Time and Place of Holding Election. Notice of the time and place of holding the Special Municipal Election is hereby given and the City Clerk is authorized instructed, and directed to give further or additional notice of the election, in the time, form and manner as required by law.

Section 8. Further Council Action. If the proposed measures are approved by a vote of at least a majority of the voters voting on the questions at the Special Municipal Election, the Council shall forthwith take any required action to make any necessary changes to the Compton Municipal Code so that the Municipal Code is consistent with the Charter, as amended.

Section 9. Filing Copies of Resolution. Copies of this Resolution shall be filed in the offices of the City Clerk, City Manager, and City Attorney and with the Board of Supervisors and Registrar of Voters of the County of Los Angeles.

Section 10. Signature and Attestation. The Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution and shall cause the same to be published as required by law.

ADOPTED this _____day of_____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a special meeting thereof held on the _____day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

The People of the City of Compton do hereby amend the Charter of the City of Compton as follows:

1. Section 603 of Article VI of the Charter of the City of Compton is amended in its entirety to read as follows (text to be deleted shown in ~~strikethrough~~ and text to be added shown in double underline):

   "**Section 603. Regular Meetings.** The City Council shall hold at least two~~four~~ regular meetings each month, at such times as it shall fix by ordinance or resolution and may adjourn or re-adjourn any regular meeting to a date certain which shall be specified in the order of adjournment and when so adjourned each adjourned meeting shall be a regular meeting for all purposes."

2. The City Clerk is directed to certify to the passage of this Charter Amendment and to file it in the Office of the Secretary of State forthwith, and to take such other actions as are necessary to give effect to its passage.

PASSED AND ADOPTED BY THE VOTERS THIS _____ DAY OF _____, 2022.

EXHIBIT B

The People of the City of Compton do hereby amend the Charter of the City of Compton as follows:

1. Section 500 of Article V of the Charter of the City of Compton is amended in its entirety to read as follows (text to be deleted shown in ~~strikethrough~~ and text to be added shown in double underline):

"Section 500. Enumeration of and Term. The elective officers of the City shall consist of:

A City Council composed of five (5) members who are registered voters of the City, four (4) to be residents of their respective districts and nominated and elected only by the residents of their respective districts. The fifth shall be nominated and elected from the City at large and shall hold the office of Mayor:

Other elected officers of the City shall be:

A City Clerk;
A City Treasurer; and
A City Attorney.

All of the elected officers shall serve for a term of four (4) years. The terms of office of the members of the City Council residing in districts Two and Three, and the terms of office of the Mayor, City Clerk, City Treasurer and City Attorney elected in 1969 shall expire in the year 1973. The terms of office of the present members of the City Council residing in districts One and Four shall expire in the year 1971.

Notwithstanding the preceding paragraph, in order to transition to new elections dates starting in 2024, each elected officer whose term of office would have expired on June 30, 2023 when the successor was elected and qualified, shall continue in office until the successor is elected and qualified on the first of the calendar month following the certification of the results of the General Municipal Election in 2024. Each elected officer whose term of office would have expired on June 30, 2023, when the successor was elected
and qualified, shall continue in office until the successor is elected and qualified on the first of the calendar month following the certification of the results of the General Municipal Election in 2024.

Starting in the year 2022, the terms of office of the Mayor, City Clerk, City Treasurer, City Attorney, and Councilmembers elected from District 2 and District 3 shall commence in the year 2026 and in each fourth anniversary of the year 2022, and the terms of office of Councilmembers elected from District 1 and District 4 shall commence in the year 2024 and in each fourth anniversary of the year 2024.

The terms of all elective officers shall commence on ~~July~~the ~~F~~first of the calendar month following the~~ir~~ certification of the election results and each shall serve until his successor is elected and qualified. Any ties in voting shall be settled by the casing of lots.

Provided, however, the City Council, on and after the operative date (as the term "operative date" is hereafter defined) shall be composed of seven (7) members, six (6) to be residents of their respective districts and nominated and elected only by the residents of their respective districts, and the seventh to be both nominated and elected from the City at large, and to be known as the Mayor.

At any time when the City Council finds by ordinance adopted by not less than four (4) affirmative votes that the population of the City exceeds 100,000 persons, the City Council shall thereupon, and within sixty (60) days after the effective date of such ordinance, adopt an ordinance by at least three (3) affirmative votes dividing the City into six (6) Districts for the purpose of electing members of the Council.

Said districts so revised and fixed shall comprise as nearly as practicable equal numbers of voters as determined by records of the registration of voters of Los Angeles County on file with the Registrar of Voters of said County and be composed of contiguous and compact territory and bounded by natural boundaries of street lines.

The ordinance shall provide the districts so that each Councilman then in office will reside within the district bearing the number of the district from which he was elected and District 5 and District 6 shall not include the residence of any of the members of the Council except that either such districts may include the residence of the Mayor.

Within thirty (30) days after the effective date of the ordinance establishing six (6) council district, the Council shall in the manner provided by law, call a special election for the purpose of holding an election for a councilman from District 5 and a councilman from District 6. If any candidate receives a majority for either of such offices, the City Council shall declare such candidate or candidates (as the case may be) elected. If no candidate for either or both of such offices receives a majority, a final election shall be held on the Fourth Tuesday following said election between the two candidates receiving the highest vote in the first election of each or either of said offices. Following said second election, the City Council shall declare the candidate receiving the highest vote for each or either of said offices elected.

Such election, including the nominations, notice, canvass and other proceedings, shall follow as near as may be practicable the procedures for elections. The Council may provide procedures for such elections by ordinance.

When the Council has declared a candidate elected for Districts 5 and a candidate elected for District 6, the provisions for a seven (7) member City Council shall become operative at 12:01 a.m. on the seventh day after such declaration or if candidates are declared elected in the two districts at different times, at 12:01 a.m. on the seventh day after the last such

declaration. Such seventh day is herein defined as the operative dated.

The Councilman elected in the first instance from District 5 shall serve a term that shall commence on the operative date and shall end at the same time that the term of the councilman from District 1 ends. The Councilman elected in the first instance from District 6 shall serve a term that shall commence on the operative date and end at the same time as the term of the councilman from District 2 ends.

Councilmen thereafter elected from Districts 5 and 6 shall serve for a term of four (4) years.

On and after the operative date, the City shall be divided into six (6) districts notwithstanding the provisions of Section 501 of this Charter.

Notwithstanding the provisions of Section 502 of the Charter, and after the operative date, the City Council may change the boundaries of the Six Districts into which the City has been divided by ordinance adopted by at least five (5) affirmative votes whenever in the opinion of the City Council such is necessary to better equalize the population among the respective districts.

On and after the operative date whenever the provisions of the Charter call for three (3) affirmative votes, or the concurrence of the three (3) members of the City Council; or otherwise provide for an action to be taken by three (3) members of the City Council, such provisions shall be construed to require four (4) affirmative votes, or the concurrence of four (4) members of the City Council or otherwise provide for an action to be taken by four (4) members of the City Council.

On and after the operative date whenever the provisions of the Charter call for four (4) affirmative votes, or the concurrence of four (4) members of the City Council, or otherwise provide for an action to be taken by four (4) members of the City Council such provision shall be construed to require six (6) affirmative votes, or the concurrence of six (6) members of the City Council, or otherwise provide for an action to be taken by six (6) members of the City Council.

Notwithstanding the provisions of Section 502 of this Charter, on and after the operative date, a person shall be deemed to have been a resident of the City or a district, at a place which is, at the time of the election, within the City or the District."

2. Section 1301 of Article XIII of the Charter of the City of Compton is amended in its entirety to read as follows (text to be deleted shown in ~~strikethrough~~ and text to be added shown in <u>double underline</u>):

"**Section 1301. Primary Nominating Elections**. Primary Nominating Elections shall be called by ordinance adopted not later than September 1 of any odd-numbered year. The Primary Nominating Election shall be held on an established election date as defined in the Elections Code of the State of California as the same now exists or may hereafter be amended~~on the third Tuesday in April in each odd-numbered year~~ for the purpose of nominating not more than~~exceeding~~ two candidates for each of the elective offices in which vacancies have occurred since the preceding general municipal election, and for such other purposes as may be provided by Charter or ordinance. The primary nominating election may be consolidated with the election of the Compton Unified School District."

3. Section 1302 of Article XIII of the Charter of the City of Compton is amended in its entirety to read as follows (text to be deleted shown in ~~strikethrough~~ and text to be added shown in double underline):

"**Section 1302. General Municipal Elections**. General Municipal Elections shall be held ~~on the first Tuesday in June~~ in each even~~odd~~-numbered year concurrent with the statewide primary election for the purpose of electing officers of the City to fill the vacancies and expiring terms in the elective offices and for such other purpose as may be provided by Charter or Ordinance. To allow for the orderly transition to holding General Municipal Elections in even-numbered years, the General Municipal Election that was previously scheduled for June 2023 shall be moved to the date of the statewide primary election in 2024.

Notwithstanding any other provision of this Section~~the foregoing~~, the ~~general election~~ date of the General Municipal Election may be changed by ordinance adopted not later than December 1 of any odd~~even~~-numbered year, if the date stated in the ordinance is not later than June 15th of the even~~odd~~-numbered year and will permit consolidation of the next election with that of another public entity."

4. The City Clerk is directed to certify to the passage of this Charter Amendment and to file it in the Office of the Secretary of State forthwith, and to take such other actions as are necessary to give effect to its passage.

PASSED AND ADOPTED BY THE VOTERS THIS _____ DAY OF _____, 2022.

July 26, 2022

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

FROM: **CITY CLERK**

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON NOVEMBER 8, 2022 FOR THE SUBMISSION TO THE VOTERS OF THE CITY TWO MEASURES TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS, AND CHANGING THE DATE OF THE PRIMARY NOMINATING ELECTION AND GENERAL MUNICIPAL ELECTION**

SUMMARY

The attached Ordinance calls and gives notice of a Special Municipal Election to be held on November 8, 2022, and to be consolidated with the election to be conducted by the County of Los Angeles on the same date.

BACKGROUND

The Compton City Charter serves as the local Constitution for the City of Compton and authorizes the City Council to control municipal affairs. Article XIII of the Charter governs municipal elections and provides that other than Primary Nominating Elections and General Municipal Elections, all other municipal elections that may be held by authority of the Charter, or of any law, shall be known as Special Municipal Elections and shall be called by ordinance.

The attached Ordinance calls and gives notice of a Special Municipal Election to be held on November 8, 2022 for the submission of the following ballot measures to the voters of the City:

1. A measure to amend the City of Compton Charter to reduce the number of required monthly regular City Council meetings; and
2. A measure to amend the City of Compton Charter to change the dates of the Primary Nominating Elections and General Municipal Elections to align the latter with the Statewide Primary Election.

The attached Ordinance provides that in all particulars not recited in the attached Ordinance or in Council resolutions ordering measures to be submitted to the voters of the City at the Special Municipal Election, the Special Municipal Election shall be held and conducted as provided by law for holding municipal elections. All persons qualified and registered to vote in the City of Compton as of the date of said election shall be entitled to vote.

The attached Ordinance relates to the calling of an election and shall take effect immediately upon its adoption.

FISCAL IMPACT

Los Angeles County will divide election costs among participating cities after costs are determined. Funds for expenditures related to the Special Election are available in the 2022/2023 fiscal year budget.

RECOMMENDATION

Staff has no recommendation on the attached Ordinance.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING AND PROVIDING FOR A SPECIAL MUNICIPAL ELECTION TO BE HELD IN THE CITY OF COMPTON ON NOVEMBER 8, 2022 FOR THE SUBMISSION TO THE VOTERS OF THE CITY TWO MEASURES TO AMEND THE CITY OF COMPTON CHARTER IN CONNECTION WITH REDUCING THE NUMBER OF REQUIRED MONTHLY REGULAR CITY COUNCIL MEETINGS, AND CHANGING THE DATE OF THE PRIMARY NOMINATING ELECTION AND GENERAL MUNICIPAL ELECTION

THE CITY COUNCIL OF THE CITY OF COMPTON DOES ORDAIN AS FOLLOWS:

Section 1. Calling and Giving Notice of Special Municipal Election. Pursuant to its right, power and authority under the laws of the State of California and the Compton Municipal Code and Charter, the City Council hereby calls and gives notice of a Special Municipal Election to be held in the City of Compton on Tuesday, November 8, 2022, to be consolidated with the election to be conducted by the County of Los Angeles on the same date. The City Clerk is hereby authorized, instructed and directed to give further or additional notice of the Special Municipal Election, in the time, form, and manner as required by law.

Section 2. Measures to Amend the City of Compton Charter. Two Measures to Amend the City of Compton Charter shall appear on the Special Municipal Election ballot as follows:

Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?	**YES**
	NO

Shall the measure amending the Compton City Charter to change the City's general municipal election date to coincide with the statewide primary election, change the date of the City's primary nominating election to an established election date, and make other related and technical changes to the City's election procedures and terms of office, be adopted?	**YES**
	NO

The proposed measures described in this Section 2 shall not take effect unless and until approved by a vote of at least a majority of the voters voting on the question at said Special Municipal Election.

Section 3. Conduct of the Special Municipal Election. In all particulars not recited in this Ordinance or in Council resolutions ordering measures to be submitted to the voters of the City at the Special Municipal Election, the Special Municipal Election shall be held and conducted as provided by law for holding municipal elections. All persons qualified and registered to vote in the City of Compton as of the date of said election shall be entitled to vote. The City Clerk is hereby authorized, instructed and directed to procure and furnish any and all supplies and equipment that may be necessary in order to properly and lawfully conduct the election. The City Council recognizes that additional costs will be incurred by the County by reason of this consolidation and

agrees to reimburse the County for any such costs upon presentation of reasonably detailed invoices.

Section 4. Severability. The City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 5. Effective Date. This Ordinance relates to the calling of an election and shall take effect immediately upon its adoption.

Section 6. Filing Copies of Ordinance. Copies of this Ordinance shall be filed in the offices of the City Clerk, City Manager and City Attorney, and with the County of Los Angeles Board of Supervisors and Registrar of Voters.

Section 7. Publication or Posting of Ordinance. The City Clerk shall cause this Ordinance or a summary of this Ordinance to be published or posted in accordance with the City of Compton Charter.

Section 8. Signature and Attestation. The Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance.

ADOPTED this _____ day of_____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a special meeting thereof held on the _____ day of_____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

July 26, 2022

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

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE**

SUMMARY

The attached Resolution requests the Board of Supervisors of Los Angeles County to consolidate a Special Municipal Election to be held on November 8, 2022 with the election to be conducted by the County of Los Angeles on the same date.

BACKGROUND

At this meeting, the City Council previously considered Ordinance No. _____, calling and providing for a Special Municipal Election to be held in the City of Compton on November 8, 2022; Resolution No. _____ ordering two measures proposing charter amendments to be submitted to the voters at the Special Municipal Election.

The Council desires that the Special Municipal Election be consolidated with the election to be conducted by Los Angeles County on the same date and that, within the City, the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of Los Angeles conduct the election and canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election.

The attached Resolution requests the County Board of Supervisors to consent and agree to the consolidation of the Special Municipal Election with the election to be conducted by the County of Los Angeles on Tuesday, November 8, 2022.

FISCAL IMPACT

Additional costs will be incurred by the County by reason of the consolidation of the Special Municipal Election, and the City will reimburse the County for such costs.

RECOMMENDATION

Staff has no recommendation on the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO CONSOLIDATE A SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, WITH THE ELECTION TO BE CONDUCTED BY THE COUNTY OF LOS ANGELES ON THE SAME DATE PURSUANT TO SECTION 10403 OF THE CALIFORNIA ELECTIONS CODE

WHEREAS, on July 26, 2022, the City Council adopted Ordinance No. _____ calling and providing for a Special Municipal Election to be held in the City of Compton on November 8, 2022, which Ordinance became effective immediately; and

WHEREAS, on July 26, 2022, the City Council of the City of Compton adopted Resolution No. _____, ordering two measures to be submitted to the voters at the Special Municipal Election, as described in Section 2 hereof; and

WHEREAS, it is desirable that the Special Municipal Election be consolidated with the election to be conducted by Los Angeles County on the same date and that, within the City, the precincts, polling places and election officers of the two elections be the same, and that the Registrar of Voters of the County of Los Angeles conduct the election and canvass the returns of the Special Municipal Election and that the election be held in all respects as if there were only one election.

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

Section 1. That pursuant to the requirements of Section 10403 of the California Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to the consolidation of a Special Municipal Election with the election to be conducted by the County of Los Angeles on Tuesday, November 8, 2022, for the purpose of submitting the Measures set forth in Section 2 to the voters.

Section 2. That two Measures are to appear on the Special Municipal Election ballot as follows:

Shall the measure amending the Compton City Charter to reduce the number of required monthly regular City Council meetings from four to two be adopted?	**YES**
	NO

Shall the measure amending the Compton City Charter to change the City's general municipal election date to coincide with the statewide primary election, change the date of the City's primary nominating election to an established election date, and make other related and technical changes to the City's election procedures and terms of office, be adopted?	**YES**
	NO

Section 3. That the Registrar of Voters of the County of Los Angeles is authorized to canvass the returns of the Special Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with Section 10418 of the California Elections Code and other provisions of law regulating the Special Municipal Election.

Section 4. That the Registrar of Voters of the County of Los Angeles shall conduct the election and canvass the returns of the Special Municipal Election and the election shall be held in all respects as if there were only one election.

Section 5. That the Board of Supervisors is requested to issue instructions to the Registrar of Voters of the County of Los Angeles to take any and all steps necessary for the holding of the consolidated election.

Section 6. That the City Council recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs upon presentation of reasonably detailed invoices. The City Clerk is authorized to contract with the County as necessary to facilitate the consolidated election.

Section 7. That the City Clerk is hereby requested to file a certified copy of this resolution with the Board of Supervisors and Registrar of Voters of the County of Los Angeles forthwith, and not later than 5:00 p.m. on August 12, 2022.

Section 8. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2022.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a special meeting thereof held on the _____ day of _____, 2022.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON