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

COMPTON CITY COUNCIL
AGENDA
04/04/2023

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

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CLOSED SESSION
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
TITLE: City Manager
Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNCIL - PENDING LITIGATION
Westchester Industrial, et al. - LASC Case No. TC022419
Pursuant to Section: 54956.9(a).

OPENING

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION: CELEBRATING WOMEN'S HISTORY MONTH BY HONORING WOMEN IN BUSINESS - Mayor Emma Sharif
   MATTIE ROBERTS & TAMIKA ROBERTS - M&T DONUTS
   LUCY TAULAFO CLARK - WEST COAST LIONS FOOTBALL
   GUILLERMINA MORALES - TAOS EL PORTON TESTAMENT

2. PRESENTATION: HONORING AMERICAN RED CROSS AWARENESS MONTH BY MAYOR AND CITY COUNCIL - Mayor Sharif and City Council

3. PRESENTATION: LOVED ONES OF COMPTON - Councilwomen Lillie Darden

4. PRESENTATION: UNIVERSOUL CIRCUS - Mayor Emma Sharif and City Council

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

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

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

   BEAUTIFICATION COMMISSION - Councilwomen Duhart
   FEDERAL GRANTS ADVISORY BOARD - Councilwomen Duhart

CITY MANAGER'S REPORT

6. REQUEST FOR A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED 2023-24 ANNUAL ACTION PLAN FOR Tuesday, May 9, 2023 @ 5:45p.m.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GMC ELECTRICAL, INC FOR ANNUAL CATHODIC PROTECTION SYSTEM REPAIR, TESTING AND EVALUATION IN THE AMOUNT OF TWENTY NINE THOUSAND DOLLARS ($29,000)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR PROVISION OF ADDITIONAL WORK RELATED TO THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE ($15,732.25)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY FOR OFFICE SPACE AT THE CAREERLINK FACILITY

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,649 AND AUTHORIZING THE CITY MANAGER TO AMEND THE 2022-2023 FISCAL YEAR BUDGET AND TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH, AND ESTABLISH A PURCHASE ORDER FOR, MIG, INC. FOR PREPARATION OF A COMPREHENSIVE CITYWIDE GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT ($979,683)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/11/2023 5:30PM PM.

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

April 14, 2023

TO: MAYOR AND COUNCIL MEMBERS

FROM: THOMAS THOMAS, CITY MANAGER

SUBJECT: REQUEST A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED 2023-24 ANNUAL ACTION PLAN.

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed funding allocations for CDBG, HOME, and ESG projects and activities. Therefore, in order to notify the public about the proposed 2023-24 Annual Action Plan, a public hearing is requested for **Tuesday, May 9, 2023 at 5:35 p.m**.

THOMAS THOMAS
CITY MANAGER

April 4, 2023

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **COMPTON MUNICIPAL WATER DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO GMC ELECTRICAL, INC FOR ANNUAL CATHODIC PROTECTION SYSTEM REPAIR, TESTING AND EVALUATION IN THE AMOUNT OF TWENTY-NINE THOUSAND DOLLARS ($29,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a one (1) year professional services agreement with GMC Electrical, Inc. for a cost of $1000 for the current year and the repair of the malfunctioning cathodic protection system for the 4 water Reservoirs in the amount of $28,000, therefore authorizing the issuance of a purchase order in the amount of $29,000 for the yearly preventative maintenance and repair of the existing malfunctioning cathodic protection system.

BACKGROUND

One of the biggest challenges in maintaining an aging water infrastructure is material loss, deterioration and corrosion. If a water infrastructure is allowed to deteriorate and corrode the replacement costs are very high. The costs of maintaining a corrosion control system are exponentially less than the costs of replacement.

Water tanks and pipelines are often subject to corrosion as a result of metal surfaces being exposed to soil and water. Corrosion can reduce the lifespan of water tanks and pipelines resulting in premature failure. In order to prevent corrosion from occurring, metallic tanks and pipelines are typically equipped with a cathodic protection system. Cathodic protection is one of the most effective methods of preventing corrosion on metal surfaces.

A cathodic protection program is an annual preventative maintenance plan of action for controlling the corrosion rate in water tanks and pipelines, which reduces costly watermain breaks and extends the lifespan of the water infrastructure. It is recommended to perform cathodic protection maintenance testing and servicing annually. Adhering to the recommended maintenance schedule will aid in identifying any repairs or required

adjustments, sustaining regulatory compliance and ensuring that cathodic protection is being achieved.

To facilitate in the development of a corrosion control program, GMC Electrical, Inc., a California based corrosion control specialist with considerable expertise in cathodic testing, installations and materials was retained to provide cathodic testing and evaluation services for the City.

In 2011, the City purchased a cathodic protection system that was installed on the 4 water reservoirs that provide water to the residents of Compton and a yearly service agreement at a cost of $1000 a year was established for inspection and minor adjustments of the cathodic protection system.

In March 2017, the City entered into a Service Agreement with GMC Electrical, Inc. to provide annual cathodic protection services, including field inspections, monthly evaluations, and written bound service reports describing the operating data, analysis and recommendations at a cost of $1000 a year.

STATEMENT OF THE ISSUE

The City has four (4) water storage tanks each 37’ Height x 120’ Diameter. The cathodic protection systems for each tank consists essentially of a PowerMag 1000 Automatic potential controller energizing magnesium rod anodes assemblies suspended in the tank from the tank roof.

In April 2022, GMC Electrical, Inc. conducted an annual inspection and testing of the cathodic protection system for the City’s four (4) water storage tanks and provided a report of the results of the analysis. The report assessed the existing level of cathodic protection and recommendations were made to repair and replace the malfunctioning existing cathodic protection system. The report recommends repairing and/or replacing certain components of the existing cathodic protection system and installing new state-of-the-art MACC 2 automatic controllers, to reestablish the cathodic protection to the 4 water reservoirs.

.

The City desires to perform the needed improvements to upgrade the complete cathodic protection system and retain services for the annual preventative maintenance program. The total estimated cost for GMC Electrical, Inc. to perform the necessary recommended

repairs, including new equipment installation, materials and labor is $28,000. The cost for the annual preventative maintenance program is $1,000 for the current year.

The City is seeking a one (1) year annual preventative maintenance – inspection service contract with GMC Electrical, Inc., This 1-year agreement will allow and help the Water Department maintain the continuity of services and inspections to the 4 existing water reservoirs in a timely and efficient manner to help maintain Cathodic protection. GMC Electrical Inc. will be installing new equipment, for this reason the Department prefers GMC to perform all maintenance services. The 1-year agreement will help maintain and incorporate preventative maintenance services for the new equipment to be installed by GMC. At the end of the one (1) year agreement, the Department will initiate the RFP process to retain these services.

GMC Electrical, Inc. is the sole manufacturer and distributor of the GMC Lifeline MACC-R2 Micro Automatic Current Controller unit and provider of factory services currently existing at the 4 water reservoirs. Therefore, GMC Electrical, Inc. is the only vendor that can provide cathodic repair, testing and evaluation on the existing City's 4 water storage tanks. Additionally, GMC Electrical, Inc. provides factory authorized and trained installers, service technicians and customer training programs.

ALTERNATIVES

Staff does not recommend any alternatives, since a cathodic protection system is essential in preventing deterioration and corrosion and extending the life of the water infrastructure, while reducing costly repairs due to corrosive damage. Additionally, GMC Electrical, Inc. is the sole manufacturer, distributor and provider of factory services for the City's cathodic protection system. GMC Electrical, Inc. also provides factory authorized and factory trained installers, service technicians and customer training programs. Therefore, GMC Electrical, Inc. is a sole source servicer and provider of the equipment currently being utilized at the 4 water reservoirs.

FISCAL IMPACT

Amend the Water Department's Fiscal Year 2022-2023 Budget as follows:

Decrease Expenditures	Account Description	Amount
5000-860-000-4199	Medi-Cal Contribution	$29,000.00

Increase Expenditures	Account Description	Amount
5000-870-000-4236	Maintenance & Repair	$29,000.00

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution approving the professional services agreement with GMC Electrical, Inc. for annual cathodic protection system repair, testing and evaluation.

VICTOR MEZA
GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO GMC ELECTRICAL, INC FOR ANNUAL CATHODIC PROTECTION SYSTEM REPAIR, TESTING AND EVALUATION IN THE AMOUNT OF TWENTY-NINE THOUSAND DOLLARS ($29,000)

WHEREAS, the Municipal Water Department (Department) is responsible for maintaining the City's water infrastructure. The Department regulates the public water system and is responsible for maintaining a preventative maintenance program to prevent deterioration and corrosion of the City's water storage tanks and pipelines in an effort to prevent watermain breaks caused by corroding pipes, tanks, and water-distribution infrastructure; and

WHEREAS, cathodic protection is a renowned and effective method that is used to prevent the corrosion and deterioration of metals. This method is commonly used to protect industrial equipment and structures such as steel, storage tanks and water pipelines; and

WHEREAS, a cathodic protection program is an annual preventative maintenance plan of action for controlling the corrosion rate in watermains, tanks and pipelines, which reduces costly watermain breaks and extends the lifespan of the water infrastructure; and

WHEREAS, the Department has retained the services of GMC Electrical, Inc., a California based corrosion control specialist with considerable expertise in cathodic testing, installations and materials to provide cathodic protection system repair, testing and evaluation; and

WHEREAS, GMC Electrical, Inc. is the sole source manufacturer, distributor and provider of factory services for the City's cathodic protection system; and

WHEREAS, GMC Electrical, Inc. conducted inspections and testing of the cathodic protection system for the City's four (4) water storage tanks and provided a report that outlines needed improvements; and

WHEREAS, the City desires to perform the recommended repairs, installation and maintenance to upgrade the complete cathodic protection system and retain services for the annual preventative maintenance program; and

WHEREAS, the total estimated cost to perform the necessary improvements, including installation, materials and labor is Thirty Thousand Dollars ($28,000). The cost for the annual preventative maintenance program is One Thousand Dollars ($1,000) for the current year; and

WHEREAS, amend the Water Department's Fiscal Year 2022-2023 Budget, and decrease expenditures in Account No. 5000-860-000-4199 (Medi-Cal Contributions) by $29,000 and increase expenditures in Account No. 5000-870-000-4236 (Maintenance & Repair) by $29,000 for this expenditure.

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 enter into a professional services agreement with GMC Electrical, Inc. and issue a purchase order in the amount of $29,000.00 for cathodic protection system repair, including installation, materials and labor and retain services for the annual preventative maintenance program for a one (1) year term.

SECTION 2. That the Water Department's Fiscal Year 2022-2023 Budget be amended to decrease expenditures in Account No. 5000-860-000-4199 (Medi-Cal Contribution) by $29,000 and increase expenditures in Account No. 5000-870-000-4236 (Maintenance & Repair) by $29,000.00 for this expenditure.

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

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

ADOPTED this_____day of_____, 2023.

_____
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, Vernell McDaniel, 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_____, 2023.

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

CATHODIC PROTECTION
ANNUAL SERVICE AGREEMENT
(4) FOUR GROUND STORAGE TANKS 36' H x 120' DIA
CITY OF COMPTON
APRIL, 2022

Prepared For:

CITY OF COMPTON
322 SOUTH ALAMEDA ST.
COMPTON, CA 90220

Prepared By:

GMC ELECTRICAL, INC.
280 N. SMITH AVE.
CORONA, CA 92880

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APPENDIX A – DATA SHEETS

APPENDIX B – PHOTOGRAPHS

APPENDIX C – MACC 2 AUTOMATIC CONTROLLER SPECIFICATIONS AND BROCHURES

CATHODIC PROTECTION
ANNUAL SERVICE AGREEMENT
(4) FOUR GROUND STORAGE TANKS 36' H x 120' DIA
CITY OF COMPTON
APRIL, 2022

I. INTRODUCTION:

In April 2022, GMC Electrical, Inc. personnel completed inspection and testing of the cathodic protection systems for four (4) water storage tanks listed as the following:

A. Tank #1 37'H x 120' DIA

B. Tank #2 37'H x 120' DIA

C. Tank #3 37'H x 120' DIA

D. Tank #4 37'H x 120' DIA

The function of the cathodic protection system is intended to prevent corrosion on the submerged steel surfaces of the tank walls and bottom. The cathodic protection systems for each tank consists essentially of a POWERMAG 1000 Automatic potential controller energizing magnesium rod anodes assemblies suspended in the tank from the tank roof. Test data compiled from the inspections are included in the **Service Reports** of **"Appendix A"**.

II. TEST PROCEDURES:

Potentials of the structure-to-electrolyte measurements were taken on the submerged portion of the coated steel tank interior. The potentials were performed by placing a portable copper-copper sulphate reference electrode adjacent to the structure being measured; all potentials were recorded and tabulated in **Data Sheet "Appendix A"**.

All measurements were made using the high resistance electronic voltmeter circuit of the Beckman HD-110 multimeter. The criteria for complete cathodic protection as set forth by AMPP International, referenced to a copper-copper sulphate reference electrode is -850 mV, see enclosed **Data Sheet "Appendix A"**.

III. RESULTS AND ANALYSIS:

A. Tank #1:

Upon arrival, the cathodic protection controller unit, a POWERMAG 1000 brand automatic controller unit was found non-operational and defective. The controller, controller box and all electrical connections were inspected and the controller was found to be defective and non-repairable. Sample inspections of the magnesium anodes revealed them to be in good condition (approximately 10%-20% consumed). The visual inspection revealed that the anode leads to header cable splices are in good condition. The inspection of the handhole covers were found to be in poor condition, see **Photographs** in **"Appendix B"**. Deteriorating handhole covers need to be replaced with new stainless steel handhole covers along with new neoprene grommets. The installation of a new MACC 2 Automatic Controller needs to be installed, see **Cost Estimate** in **Section V**. GMC Electrical, Inc. personnel connected the anodes directly to the tank bypassing the defective controller to achieve cathodic protection. The permanent reference electrodes were checked and were found to be in proper calibration.

The operating current "ON" potentials and instant "OFF" potential measurements were taken and the "ON" potentials ranged from a high of **-1.009** volts to a low of **-.954** volts. The instant "OFF" potentials ranged from a high of **-.810** volts to a low of **-.804** volts. These instant "OFF" are below the -.850 volt criteria as set forth by AMPP International for complete

cathodic protection. **Data Sheet "Appendix A" (Service Report Form)**. However, potentials are anticipated to polarize with time, and will reach the protected level criteria.

B. Tank #2:

Upon arrival, the cathodic protection controller unit, a PowerMag 1000 brand automatic controller unit was not operating properly and was found bypassed with anodes directly connected to the tank. Sample inspections of the magnesium anodes revealed them to be in good condition (10%-20% consumed). The visual inspection revealed that the anode leads to header cable splices are in good condition. The defective Powermag 1000 unit was removed in 2019 and anodes were connected directly to the tank to provide cathodic protection. The original PowerMag unit cannot be repaired. The handhole covers were found to be in poor condition (See **Photographs** in **"Appendix B"**). Deteriorating handhole covers need to be replaced with new stainless steel handhole covers along with new neoprene grommets, see **Cost Estimate** in **Section V**. The permanent reference electrodes were checked and both were found to be within calibration. Both cell #1 and #2 were in calibration and operating properly. The installation of a new MACC 2 automatic controller needs to be installed, see **Cost Estimate** in **Section V**.

The operating current "ON" potentials, and instant "OFF" potential measurements were taken and the "ON" potentials ranged from a high of **-1.480** volts to a low of **-1.465** volts. The instant "OFF" potentials ranged from a high of **-1.084** volts to a low of **-1.077** volts. These instant "OFF" potentials are above the -.850 volt criteria as set forth by AMPP International for complete cathodic protection.

C. Tank #3:

Upon arrival, the cathodic protection controller unit, A PowerMag 1000 brand automatic controller unit was found non-operational and defective. The controller was found defective and non-repairable. Sample inspections of the magnesium anodes revealed them to be in good condition (10%-20% consumed). The visual inspection revealed that the anode leads to header cable splices are in good condition. The inspection of the anode handhole covers were found to be in poor condition, see **Photographs** in **"Appendix B"**. Deteriorating handhole covers need to be replaced with new stainless steel handhole covers along with new neoprene grommets. The installation of a new MACC 2 automatic controller needs to be installed, see **Cost Estimate** in **Section V**. The permanent reference electrodes were checked and found to be in proper calibration. GMC Electrical, Inc. personnel connected the anodes directly to the tank bypassing the defective controller to achieve cathodic protection.

Operating current "ON" potentials and instant "OFF" potential measurements were taken and the "ON" potentials ranged from a high of **-1.415** volts to a low of **-1.326** volts. The instant "OFF" potentials ranged from a high of **-1.133** volts to a low of **-1.110** volts. These instant "OFF" are above the -.850 volt criteria as set forth by AMPP International for complete cathodic protection. Complete cathodic protection has been achieved at the time of testing, see attached **Data Sheet "Appendix A" (Service Report Form)**.

D. Tank #4:

Upon arrival, the cathodic protection controller unit, A PowerMag 1000 brand automatic controller unit was not found operating. The controller, and controller box was found open and rain and moisture damage has occurred. The controller unit was disconnected in 2019 and the

anodes were connected directly to the tank for cathodic protection. The original PowerMag 1000 cannot be repaired. Sample inspections of the magnesium anodes revealed them to be in good condition (10%-20% consumed). The visual inspection revealed that the anode leads to header cable splices are in good condition. The inspection of the anode handhole covers were found to be in poor condition, see **Photographs** in **"Appendix B"**. Deteriorating handhole covers need to be replaced with new stainless steel handhole covers along with new neoprene grommets. The installation of a new MACC 2 automatic controller needs to be installed, see **Cost Estimate** in **Section V**. The permanent reference electrodes were checked and reference electrode #1 was found to be in calibration. Reference electrode found to be in calibration.

Operating current with anodes direct connected "ON" potentials and instant "OFF" potential measurements were taken and the "ON" potentials ranged from a high of **-1.433** volts to a low of **-1.411** volts. The instant "OFF" potentials ranged from a high of **-1.133** volts to a low of **-.978** volts. These instant "OFF" are above the -.850 volt criteria as set forth by AMPP International for complete cathodic protection. Complete cathodic protection has been achieved at the time of testing, see attached **Data Sheet "Appendix A" (Service Report Form)**.

V. RECOMMENDATIONS:

The following recommendations are presented to insure proper operation of the four (4) cathodic protection systems for *The City of Compton* tanks:

A. Have GMC Electrical, Inc. perform an annual cathodic protection system checkout to determine continued proper operation of the system.

B. Have water district personnel monitor the voltage potential and current on a monthly basis and record data and e-mail or fax data to GMC Electrical, Inc.

C. Have GMC Electrical, Inc. perform installation of new stainless steel handhole covers along with new neoprene grommets on tank #1, #2, #3 and #4.

D. Have GMC Electrical, Inc. remove the defective PowerMag 1000 controllers and boxes, at all four (4) tanks #1, #2, #3 & #4 and install new state-of-the-art MACC 2 automatic controllers, see attached **specifications and brochures** in **"Appendix C".**

VI. COST ESTIMATE:

1. The following is the cost for GMC Electrical Inc. to perform the next annual maintenance service agreement on the four (4) tanks for 2023 is **$1,000.00**

(Lump Sum)

2. The cost for GMC Electrical, Inc. to perform the necessary maintenance, including material and labor, to install is as follows:

A. **Tank #1:** The material and labor cost for GMC Electrical, Inc to remove defective PowerMag 1000 controller unit and install a new MACC 2 automatic controller unit. Also, install twenty-four (24) new stainless steel handhole covers with neoprene hand hole liner grommets is **$6,884.99**

(Sales Tax Included)

B. Tank #2: The material and labor cost for GMC Electrical, Inc. to remove defective PowerMag 1000 controller unit and install a new MACC 2 automatic controller unit. Also, remove twenty-three (23) deteriorating handhole covers and replace with twenty-three (23) new stainless steel handhole covers with neoprene handhole liner grommets is **$6,841.54**

(Sales Tax Included)

C. **Tank #3:** The material and labor cost for GMC Electrical, Inc to remove defective PowerMag 1000 controller unit and install a new MACC 2 automatic controller unit. Also, remove twenty-nine (29) deteriorating handhole covers and replace with twenty-nine (29) new stainless steel handhole covers with neoprene handhole liner grommets is. **$7,102.22**

(Sales Tax Included)

D. **Tank #4:** The material and labor cost for GMC Electrical, Inc to remove defective PowerMag 1000 controller unit and install a new MACC 2 automatic controller unit. Also, remove thirty (30) deteriorating handhole covers and replace with thirty (30) new stainless steel handhole covers with neoprene hand hole liner grommets is **$7,145.66**

(Sales Tax Included)

APPENDIX A

DATA SHEETS

GMC ELECTRICAL, INC.

280 N. SMITH AVE.
CORONA, CALIFORNIA 92878
E-MAIL: SALES@GMCELECTRICAL.NET

WATER TANK SERVICE REPORT
APRIL, 2022

FOR: City of Compton
322 South Alameda Street
Compton, CA 90220

JOB NO.:
CONTRACT TYPE: Annual Service Agreement
ANNIVERSARY DATE: July 25, 2011
TANK TYPE: Ground Storage
TANK LOCATION: Tank #1
Rancho Dominguez

Customer P.O. #:

HEATED TANK: YES ____ NO X

GMC Electrical, Inc.

ON ARRIVAL POWERMAG UNIT #1, MANUFACTURED BY POWERMAG 1000, RATED AT - - - - - D.C VOLTS AND - - - - - , D.C. AMPS, MANUAL ☐ AUTOMATIC POTENTIAL CONTROL ☐ AND/OR AUTOCONTROLLED # ____ FOUND OPERATING AT OFF AMPS TO BOWL AND - - - - AMPS TO RISER AT - - - - - D.C. VOLTS WITH TAP SETTING - - - - - AND/OR - - - - - VOLTS POTENTIAL.

Set Point: N/A
Ref. #1: N/A
Ref. #2: N/A

*DEFECTIVE POWERMAG UNIT

ANODES	NO.	TYPE	LENGTH OF TITANIUM OXIDE WIRE, ALUMINUM, OR NO. SECTIONS AND SPACING (HISILICON IRON). ANODES
RING # 1	8	MAG	1.315" Diameter x 20' Long
RING # 2	5	MAG	1.315" Diameter x 10' Long
RING # 3			
RING # 4			

POWERMAG UNIT: Defective
WIRING: Good Condition
SUSPENSION: Good Condition
REFERENCE CELL: Cell #1: 68 V Cell #2: 32 mV
HANDHOLE COVERS: Poor Condition (24 Total Covers) Needs new stainless steel handhole covers
GROMMETS: (No Grommets) Needs grommets
ANODES: (Anode Consumption: 10%-20%)

THE SYSTEM WAS LEFT OPERATING : Turned On Powermag Control System

REF CELL SETTING: -.980 Volts
WATER LEVEL: 60%

D.C. AMPS: N/A

NATIVE ON

VOLTAGE (ON) POTENTIALS: -1.012 Volts

VOLTAGE (OFF) POTENTIALS: -.810 Volts

SET POINT: -.990 Volts

ANODE OPEN CIRCUIT (VOLTS): -1.603 mV

	REF. CELL #1	REF. CELL #2	BOWL CURRENT	RISER CURRENT	WATER LEVEL
JANUARY					
FEBRUARY					
MARCH					
APRIL	N/A	N/A	N/A	N/A	60%
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					

STRUCTURE -TO- WATER POTENTIALS (MV)

"UPON ARRIVAL" "UNIT ON"		
	"ON"	"OFF"
Top	-934	-800
3'	-973	-794
6'	-989	-791
9'	-1003	-792
12'	-1012	-798
15'	-993	-804
18'	-971	-794
Bottom	-1009	-810

"AFTER ADJUSTMENTS"	
"ON"	"OFF"

GMC ELECTRICAL, INC.

280 N. SMITH AVE.
CORONA, CALIFORNIA 92878
E-MAIL: SALES@GMCELECTRICAL.NET

WATER TANK SERVICE REPORT
APRIL, 2022

FOR: City of Compton
322 South Alameda Street
Compton, CA 90220

JOB NO.:
CONTRACT TYPE: Annual Service Agreement
ANNIVERSARY DATE: July 25, 2011
TANK TYPE: Ground Storage
TANK LOCATION: Tank #2 - 37' H x 120' DIA.
Rancho Dominguez

Customer P.O. #:

HEATED TANK: YES ____ NO X

"UNIT FOUND DEFECTIVE"

GMC Electrical, Inc.

ON ARRIVAL POWERMAG UNIT #2, MANUFACTURED BY POWERMAG 1000, RATED AT - - - - D.C VOLTS AND - - - -, D.C. AMPS, MANUAL ☐ AUTOMATIC POTENTIAL CONTROL ☒ AND/OR AUTOCONTROLLED # ____ FOUND OPERATING AT OFF AMPS TO BOWL AND - - - - AMPS TO RISER AT ____ D.C. VOLTS WITH TAP SETTING ____ AND/OR ____ VOLTS POTENTIAL.

Set Point:
Ref. #1: -1.412 Volts
Ref. #2: -1.455 Volts

*POWERMAG 1000 NON-OPERATING

ANODES	NO.	TYPE	LENGTH OF TITANIUM OXIDE WIRE, ALUMINUM, OR NO. SECTIONS AND SPACING (HISILICON IRON). ANODES
RING # 1	8	MAG	1.315" Diameter x 20' Long
RING # 2	5	MAG	1.315" Diameter x 10' Long
RING # 3			
RING # 4			

POWERMAG UNIT: Bad Unit "Removed" (2019)
WIRING: Good Condition
SUSPENSION: Good Condition
REFERENCE CELL: Cell #1: 54 mV Cell #2: 15 mV
HANDHOLE COVERS: Poor Condition (23 Total Covers) Needs new stainless steel handhole covers
GROMMETS: (No Grommets) Needs grommets
ANODES: (Anode Consumption: 10% - 20%)

THE SYSTEM WAS LEFT OPERATING :

REF CELL SETTING: N/A
WATER LEVEL: 60%

D.C. AMPS: N/A

NATIVE ON

VOLTAGE (ON) POTENTIALS: 1.480

VOLTAGE (OFF) POTENTIALS: -1.088

SET POINT: N/A

ANODE OPEN CIRCUIT (VOLTS): -1.710

**POWERMAG UNIT DEFECTIVE.

FOUND DIRECT CONNECTED BYPASSED CONTROLLER

	REF. CELL #1	REF. CELL #2	BOWL CURRENT	RISER CURRENT	WATER LEVEL
JANUARY					
FEBRUARY					
MARCH					
APRIL	N/A	N/A	N/A	N/A	60%
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					

STRUCTURE -TO- WATER POTENTIALS (MV)

"UPON ARRIVAL"		
	"ON"	"OFF"
Top	-1471	-1077
3'	-1472	-1078
6'	-1479	-1079
9'	-1480	-1083
12'	-1478	-1084
15'	-1468	-1082
18'	-1466	-1082
Bottom	-1465	-1080

"AFTER ADJUSTMENTS"	
"ON"	"OFF"

GMC ELECTRICAL, INC.

280 N. SMITH AVE
CORONA, CALIFORNIA 92878
E-MAIL: SALES@GMCELECTRICAL.NET

WATER TANK SERVICE REPORT
APRIL, 2022

FOR: City of Compton
322 South Alameda Street
Compton, CA 90220

JOB NO.:
CONTRACT TYPE: Annual Service Agreement
ANNIVERSARY DATE: July 25, 2011
TANK TYPE: Ground Storage
TANK LOCATION: Tank #3 - 37' H x 120' DIA.
Rancho Dominguez

Customer P.O. #: Signed Service Agreement

HEATED TANK: YES _____ NO X

GMC Electrical, Inc.

ON ARRIVAL POWERMAG UNIT #3, MANUFACTURED BY POWERMAG 1000, RATED AT - - - - - - D.C VOLTS AND - - - - -, D.C. AMPS, MANUAL ☐ AUTOMATIC POTENTIAL CONTROL ☒ AND/OR AUTOCONTROLLED # - - - - - FOUND OPERATING AT .010 AMPS TO BOWL AND - - - - AMPS TO RISER AT _____ D.C. VOLTS WITH TAP SETTING _____ AND/OR _____ VOLTS POTENTIAL.

Set Point: -.980 Volts
Ref. #1: -.220 Volts
Ref. #2: -.210 Volts

UNIT DEFECTIVE - NOT CONTROLLING

ANODES	NO.	TYPE	LENGTH OF TITANIUM OXIDE WIRE, ALUMINUM, OR NO. SECTIONS AND SPACING (HISILICON IRON). ANODES
RING # 1	8	MAG	1.315" Diameter x 20' Long
RING # 2	5	MAG	1.315" Diameter x 10' Long
RING # 3			
RING # 4			

POWERMAG UNIT: Defective
WIRING: Good Condition
SUSPENSION: Good Condition
REFERENCE CELL: Cell #1: 26 mV Cell #2: 17 mV
HANDHOLE COVERS: Poor Condition (Needs new covers, grommets and paint.) (29 Total Covers)
ANODES: (Anode Consumption: 10% - 20%)

THE SYSTEM WAS LEFT OPERATING :

REF CELL SETTING: -.980 Volts
WATER LEVEL: 60%

D.C. AMPS: .010

NATIVE

ON
R1: -.220 Volts
R2: -.210 Volts

VOLTAGE (ON) POTENTIALS: -1.415 Volts

VOLTAGE (OFF) POTENTIALS: -1.133 Volts

SET POINT: -.980 Volts

ANODE OPEN CIRCUIT (VOLTS): -1.470

	REF. CELL #1	REF. CELL #2	BOWL CURRENT	RISER CURRENT	WATER LEVEL
JANUARY					
FEBRUARY					
MARCH					
APRIL	-.220 V	-.210 V	.01 A	N/A	60%
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					

STRUCTURE -TO- WATER POTENTIALS (MV)

"UPON ARRIVAL"		
	"ON"	"OFF"
Top	-1320	-1110
3'	-1329	-1112
6'	-1346	-1113
9'	-1374	-1114
12'	-1412	-1114
15'	-1415	-1116
Bottom	-1412	-1133

"AFTER ADJUSTMENTS"	
"ON"	"OFF"

GMC ELECTRICAL, INC.

280 N. SMITH AVE
CORONA, CALIFORNIA 92878
E-MAIL: SALES@GMCELECTRICAL.NET

WATER TANK SERVICE REPORT
APRIL, 2022

FOR: City of Compton
322 South Alameda Street
Compton, CA 90220

JOB NO.:
CONTRACT TYPE: Annual Service Agreement
ANNIVERSARY DATE: July 25, 2011
TANK TYPE: Ground Storage
TANK LOCATION: Tank #4 - 37' H x 120' DIA.
Rancho Dominguez

Customer P.O. #:

HEATED TANK: YES ____ NO X

GMC Electrical, Inc.

ON ARRIVAL POWERMAG UNIT #4, MANUFACTURED BY POWERMAG 1000, RATED AT - - - - - - D.C VOLTS AND - - - - -, D.C. AMPS, MANUAL ☐ AUTOMATIC POTENTIAL CONTROL ☒ AND/OR AUTOCONTROLLED # - - - - -
FOUND OPERATING AT N/A AMPS TO BOWL AND - - - - - AMPS TO RISER AT - - - - - D.C. VOLTS WITH TAP SETTING - - - - - AND/OR - - - - - VOLTS POTENTIAL.

Set Point: Could Not Read
Ref. #1: -1.310 Volts
Ref. #2: -1.312 Volts

POWERMAG DEFECTIVE

ANODES	NO.	TYPE	LENGTH OF TITANIUM OXIDE WIRE, ALUMINUM, OR NO. SECTIONS AND SPACING (HISILICON IRON). ANODES
RING # 1	8	MAG	1.315" Diameter x 20' Long
RING # 2	5	MAG	1.315" Diameter x 10' Long
RING # 3			
RING # 4			

POWERMAG UNIT: Good Condition
WIRING: Good Condition
SUSPENSION: Good Condition
REFERENCE CELL: Cell #1: 9 mV Cell #2: 22 mV
HANDHOLE COVERS: Poor Condition (30 Total Covers) Needs new stainless steel handhole covers
GROMMETS: (No Grommets) Needs grommets & paint
ANODES: (Anode Consumption: 10% - 20%)

THE SYSTEM WAS LEFT OPERATING :

REF CELL SETTING: N/A
WATER LEVEL: 60%

D.C. AMPS: N/A

VOLTAGE (ON) POTENTIALS: -1.433 Volts

VOLTAGE (OFF) POTENTIALS: -1.000 Volts

NATIVE	ON
	R1: -1.310 Volts
	R2: -1.312 Volts

SET POINT: N/A

ANODE OPEN CIRCUIT (VOLTS): -1.582

	REF. CELL #1	REF. CELL #2	BOWL CURRENT	RISER CURRENT	WATER LEVEL
JANUARY					
FEBRUARY					
MARCH					
APRIL	-1.310 V	-1.312 V	N/A	N/A	60%
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
OCTOBER					
NOVEMBER					
DECEMBER					

STRUCTURE -TO- WATER POTENTIALS (MV)

"UPON ARRIVAL"		
	"ON"	"OFF"
Top	-1433	-978
3'	-1433	-978
6'	-1432	-979
9'	-1451	-980
12'	-1428	-981
15'	-1421	-983
18'	-1411	-982
Bottom	-1412	-1000

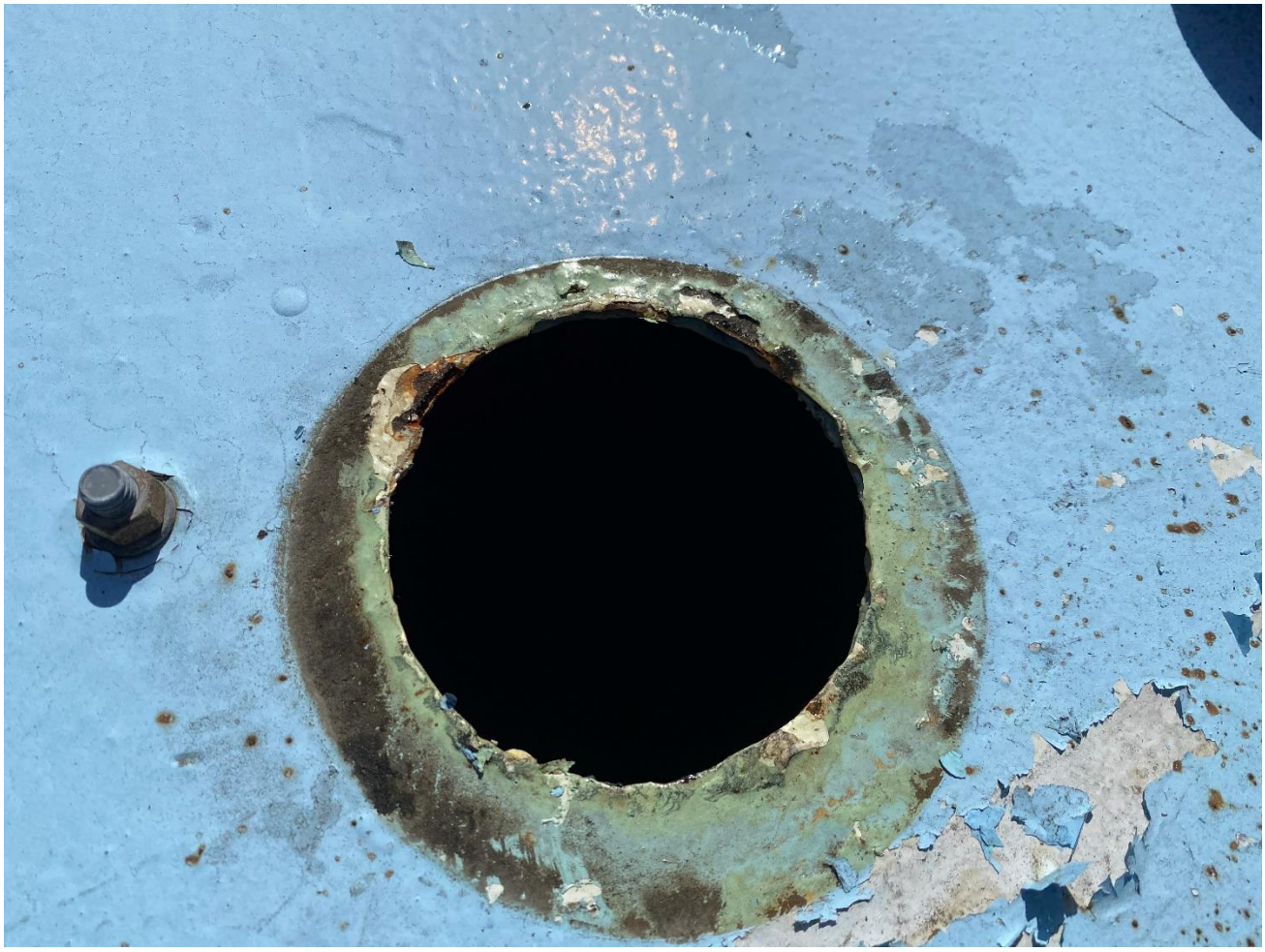
"AFTER ADJUSTMENTS"	
"ON"	"OFF"

APPENDIX B

PHOTOGRAPHS

TANK #1

PHOTOGRAPHS







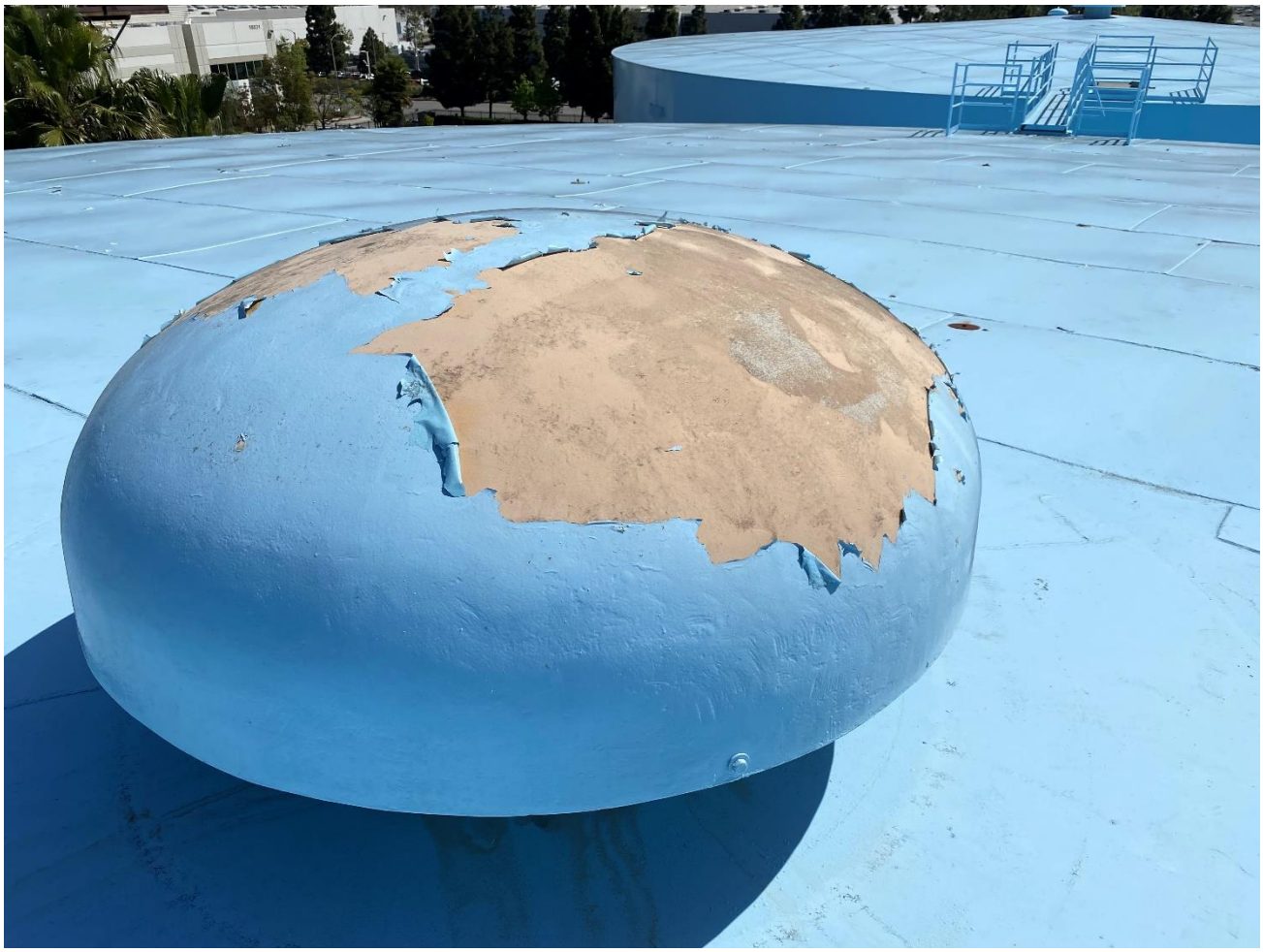






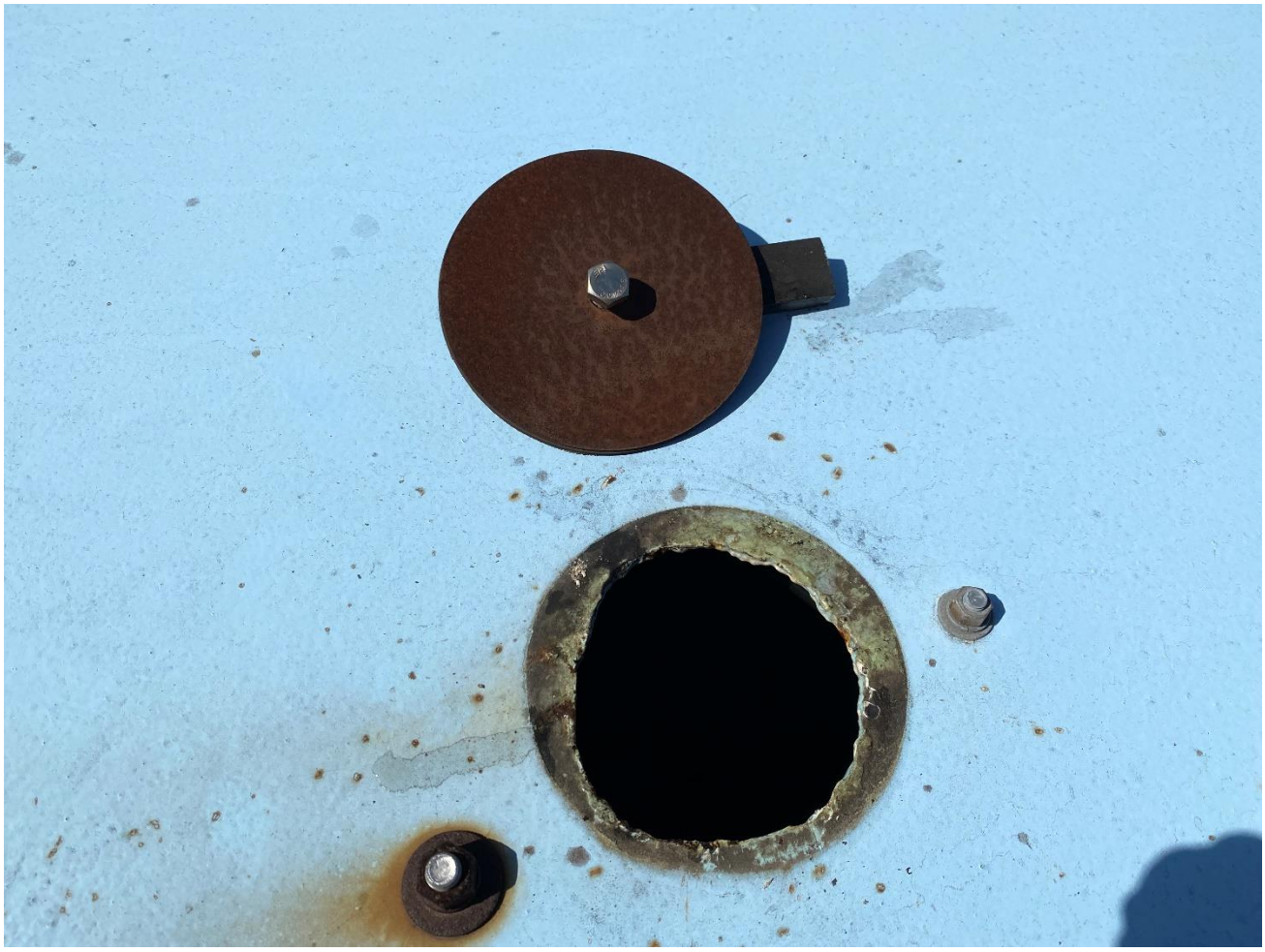






TANK #2

PHOTOGRAPHS









TANK #3

PHOTOGRAPHS







TANK #4

PHOTOGRAPHS











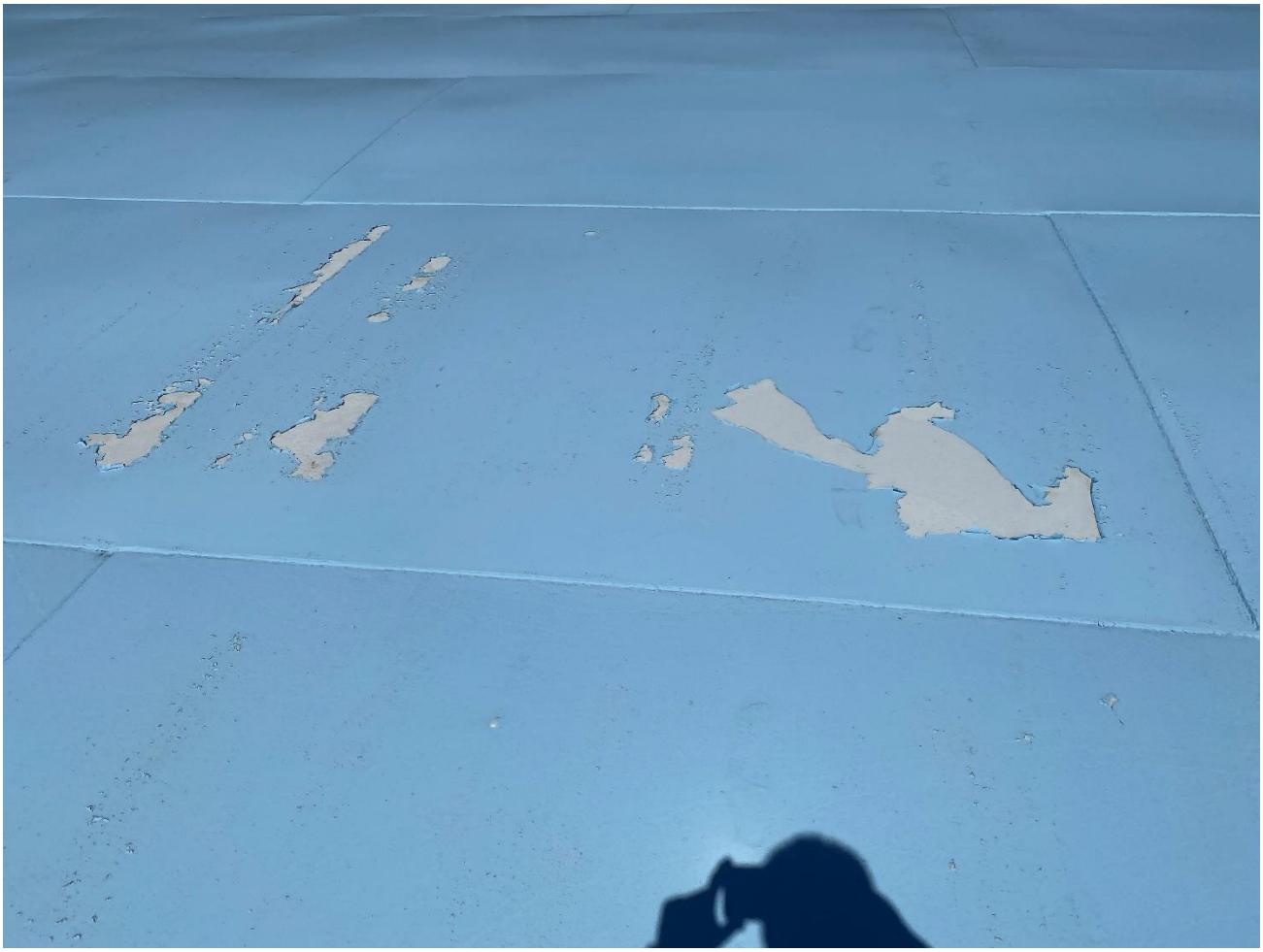












APPENDIX C

MACC 2 AUTOMATIC CONTROLLER

SPECIFICATIONS AND BROCHURES

GMC Electrical, Inc.

Corrosion / Electrical
280 N. Smith Ave
Corona, California 92878
USA

Phone: (909) 947.6016
Fax: (951) 736.5218
E-Mail: Sales@gmcelectrical.net
Web Page: http://www.GMCelectrical.net

GMC LIFELINE (MACC R2)

MICRO AUTOMATIC CURRENT CONTROLLER



GMC Electrical, Inc. and Cathtect Engineering (Pty) Ltd. are proud to announce the multimode magnesium anode controller GMC LifeLine (MACC R2). The MACC R2 Micro Automatic Current Controller unit has the ability to control the structure potential through controlling the output current of a magnesium anode/s, aluminium anode/s and zinc anode/s in one of either instant off potential control, constant reference control and Constant current control.

The unit is powered utilizing 83 through 305V AC Single phase or by a low solar panel. The unit is equipped with a long-life Battery which is charged when connected to mains or when the solar panel is exposed to sunlight. The battery backup is capable of sustaining the unit's operation for ten (10) days and as such provides seamless operation when power outages occur.

Truly the MACC R2 has the ability to reduce Anode material wastage (premature consumption) and overdriving of current when installed into the Anode circuit. Intelligent and optimal control of the reliable Sacrificial Cathodic Protection Process.

FEATURES / BENEFITS

- Auto control in one of the following modes
  - Control of Tank to Electrolyte Potential On or Instant Off.
  - Constant Reference Electrode Feedback control
  - Constant Current control.
- Eliminates IR Free error
- Limits Unnecessary Anode current
- Prolongs Anode Life
- User friendly menu driven controls
- Regulates unnecessary wastage of Anode current.
- Limits Tank potentials to user defined potential levels.
- Suited to remote off grid tank and structure systems.
- Long battery life >10Years
- Super resolution of 1mA
- High Contrast LCD display
- Suited to both Magnesium, Aluminium and Zinc Anodes.

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

- Suited to multiple Reference Electrode types (4) Four Electrode Inputs.
- Capable of Control from 0-6 AMPS with an automatic range/Resolution control adjustment typically required by today's highly improved coatings. Extremely low current demand upon Tank refurbishment to higher current demand as the coating deteriorates over time *(higher current available)*.
- Simplified control brought about through Digital electronics
- Remote monitoring unit included
- Industrialised, Rugged & Simple Installation.
- 4 High input impedance >1GigΩ Reference Inputs
- Simple User definable feedback reference electrode (on the fly)
- Displays all reference electrodes, even in INSTANT-OFF control displaying both last instant "OFF" measurement as well as the last "ON BEFORE OFF" measurement.
- Constant Coupon Current

PRINCIPLE OF OPERATION

When a metal is immersed in an electrically conducting liquid it takes up an electrode potential; this is known as its corrosion potential. This potential is determined by the equilibrium between the anodic and cathodic reactions occurring on the surface and it is measured with reference to a standard electrode, such as a Copper-Copper Sulphate electrode, CSE. The coupling of two metals together increases the corrosion rate of the anode (initially the metal with the more electronegative potential) and reduces, or even supresses, corrosion of the cathode (the metal with the more electropositive potential). Coupling a structure to a sacrificial anode and can cathodically protect the structure, subsequently understood as Cathodic Protection. Abandoning the two metals to operate in the electrolyte leads to wastage and the lack of optimisation in the abandonment of the metals to freely interact becomes obvious.

Changing, introducing and understanding the impedances involved in the aforementioned process can lead to the reduction of waste and provide an environment that permits control and measurement. The MACC R2 optimises the interaction between the Anode and the Cathode by introducing a purposeful variable impedance into the circuit thereby regulating the current to optimal levels and t reducing overprotection and over current. The MACC R2 having an external power source in no manner adds to the consumption of the oxidising Anode and contributes to the further optimisation of the consumption of the anode and reduces unnecessary coating stress through overprotection.

The MACC R2 Unit simply and effectively controls the flow of current with pertinent features such as current measurement and reference electrode measurement. The feedback elements, current and measured potential, permit the automatic control of the Anode consumptive protection process limiting premature anode consumption and possible early coating failure.

It has, over time, become evident that natural corrosion is averted if the measured potential between a CuCuSO4 reference electrode and a structure is measured to be more negative than -850mV CSE and in some cases -950mV. In the presence of stray or interfering current flow, this measurement becomes obscured and thus the MACC R2 provides for the measurement and automatic control of the structure to reference electrode potential in three distinct control modes.

1) Constant Current
2) Constant Reference and
3) Instant off.

The MACC R2 is another product in a range of products actively designed to provide the user with productive worldwide expertise garnered over more than 50 years of Cathodic Protection installation exposure. Our expertise becomes your ease of operation and optimisation.

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

MACC R2 COMPONENTS AND ACCESSORIES

1) The MACC R2 is housed in a GEWISS Poly carbonate IP64 enclosure suited for outdoor use.
2) A 10W 6V solar panel utilized for maintaining charge on the internal long-life battery.
3) Four (4) long life GMC Cu/$CuSO_4$ Reference Electrodes

ACCESSORIES

4) Remote monitoring module included (optional energizing by customer)
5) Vandalism environment Shield
6) Extended Reference Electrode Cable (Min Qty 30ft)
7) Extended solar connection cable including Plugs for easy client deployment.
8) Mains power extension (for AC power operation)

SPECIFICATIONS

DISPLAY

White high viz background with black letters

Multiple user real time interface screens manually negotiated via push button

AC Supply	83-305VAC Single Phase
Vref 1	+/- 2VDC Resolution 1mV
Vref 2	+/- 2VDC Resolution 1mV
Vref 3	+/- 2VDC Resolution 1mV
Vref 4	+/- 2VDC Resolution 1mV

Current Measurement 6.0A Max 1mA Resolution automatic range identification 1mA min.

Output current control Max 0 to 6.0 AMPS

Automatic control set points adjustable from 0 to -2000mVdc

Battery	(4) Li-ION 3.7V 3000mAhr each (10-year life)
Solar Panel	Poly crystalline 10W 6-8Vdc
Off period	user adjustable 100 to 1000mS
On period	User adjustable 1 to 5000mS
Optional	Constant Coupon Current
On-Off switch	does not interrupt the charging system
Charge Indication	Indicates charge in progress
Diagnostic Indication	Service identification indication for remote faultfinding assistance.
Warranty	Three (3) Years

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

GMC Electrical, Inc.

Corrosion / Electrical
280 N. Smith Ave
Corona, California 92878
USA

Phone: (909) 947.6016
Fax: (951) 736.5218
E-Mail: Sales@gmcelectrical.net
Web Page: http://www.GMCelectrical.net

NEW!

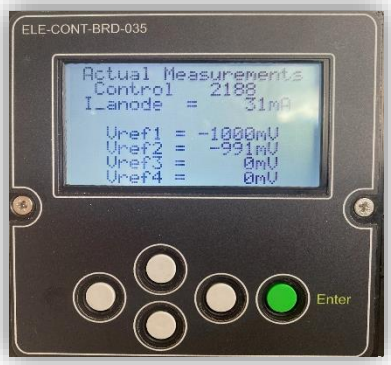
GMC LIFELINE MICRO AUTOMATIC CURRENT CONTROLLER (MACC R2)

GMC Electrical, Inc., in cooperation with Cathtect Engineering, is pleased to announce after many years of development the first Micro Automatic Current Controller (MACC R2) for cathodic protection systems operating on all sacrificial (galvanic) anode systems, magnesium, aluminum and zinc anodes. Providing automatic potential control, constant current, IR-Free instant OFF potential control, and coupon current potential control for internal steel water storage reservoirs, pipelines, marine structures, freshwater dams, reservoirs with metallic structures, yachts and ships.

GMC LIFELINE (MACC R2) FEATURES:

- Automatic Potential Control
- Constant Current Control
- IR Free Instant OFF Potential Control
- Coupon Current Potential Control
- Max Current 6.0 AMPS; 0.0 to 6.0 AMPS @ 1.0 mA Resolution
- Four (4) Reference Electrode Inputs (Total 1GigΩ)
- Uses Sacrificial Magnesium, Aluminum or Zinc Anodes.
- Prolongs Anode Life
- Prevents Over-Voltage Protection
- Simple Circuit Board Replacement/Repair - User Friendly
- Compatible with NSF-61 Materials
- Remote Monitoring Included Micro Automatic Current Controller Modem
- 10 Year Long Life Battery
- 3 Year Warranty





REMOTE TANKS WITH NO POWER AVAILBLE IS NO PROBLEM!

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

FOR WATER STORAGE TANKS – NEW COATINGS

The type, durability and effectiveness of coating systems have improved over the years and current requirements (current density) have dropped drastically even some automatic potential controlled rectifiers cannot control the low current requirements. The GMC LifeLine Micro Automatic Current Controller (MACC R2) now address these issues, controlling anode current to low µA (microamp) range.

AWWA AND NACE STANDARDS

The AWWA and NACE standards suggest that tank-to-water potentials be maintained between -0.850 volts and -1.100 volts. The GMC LifeLine Micro Automatic Current Controller (MACC) is an IR-Free potential controller that will meet and exceed the AWWA and Nace Standard Criteria for complete cathodic protection.

ADDITIONAL CONTROLLER APPLICATIONS

The GMC LifeLine Micro Automatic Current Controller (MACC R2) can be utilized to control sacrificial (galvanic) anode systems land based, submerged fresh water or marine that are protected utilizing magnesium, aluminum or zinc anode type systems.

MICRO AUTOMATIC CURRENT CONTROLLER WITH (RMU) REMOTE MONITORING UNIT INCLUDED

The GMC LifeLine Micro Automatic Current Controller (MACC R2) unit can be optionally turned on by customer with a (RMU) Remote Monitoring Unit that monitors the following:

- Power Input 83-305VAC Single Phase or Solar Panel Poly crystalline 10W 6-8Vdc
- "ON" / "OFF" Voltage Potentials
- Anode Current
- Potential Set Point - Control Mode Set Point
- Battery Status
- GMC provides the private website access at a very low-cost monthly fee per unit.

Now Available at GMC Electrical, Inc. – Please contact us for further information!

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

GMC Electrical, Inc.

Corrosion / Electrical
280 N. Smith Ave
Corona, California 92878
USA

Phone: (909) 947.6016
Fax: (951) 736.5218
E-Mail: Sales@gmcelectrical.net
Web Page: http://www.GMCelectrical.net

June 16, 2022

City of Compton
322 South Alameda St.
Compton, CA 90220

Attention: Jose Garfias

Subject: Sole Provider

To whom it may concern:

This letter is to confirm that GMC Electrical, Inc. is the sole manufacturer and distributor of the GMC Lifeline MACC-R2 Micro Automatic Current Controller unit and provider of factory services.

GMC Electrical, Inc. provides "factory authorized/factory trained" installers, service technicians and customer training programs.

Any further questions, please do not hesitate to contact us at (909) 947-6016.

Best Regards,

GMC Electrical, Inc.

Gary L. Matlack
President / C.E.O.

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

CITY SINGLE/SOLE SOURCE JUSTIFICATION

SECTION I- INSTRUCTION FOR COMPLETING THIS FORM

1. Formal justification is required for sole source procurements when competitive bid guidelines require pricing from competing firms.
2. A written justification will be prepared by the department and approved by the department head or designee.
3. Prior to execution of a contract, the City Controller or designee shall approve ALL sole source requests for commodities that exceed $500 and services exceeding $500 or a two (2) year consecutive term, regardless of the contract amount.
4. If vendor is a retired, former City employee, City Manager shall approve the sole source request, **regardless of the sole source amount**.
5. City Council approval is required for all sole source contracts for commodities that exceed $25,000 and services exceeding $25,000 or a two (2) year consecutive term, regardless of the contract amount.
6. The Department and A/P Division shall retain a copy of the justification as part of the contract file and payment file, respectively.
7. Valid sole source requests contain strong technological and/or programmatic justifications.
8. Sole source procurements may be approved based upon emergency situations in which there is not adequate time for competitive bidding.
9. Sole source requests for Grant contracts will be guided by the regulations of the funding source.
10. Each question in Section III of this form must be answered in detail and signed by the department head with concurrence of the City Controller or Designee.

Controller's Office
2023 FEB -1 PM 2:52

SECTION II- DEPARTMENT INFORMATION

Department: Water Department	Date: 01/31/2023
Vendor Name: GMC Electrical, Inc.	Bid Number: N/A
Is the above-named vendor a retired employee of the City? ☐Yes ■No	

If "Yes", review and Approval is required from CM prior to Contract execution.

Amount:	Contract Term (Dates):	Is Agreement Funded?	Funded Sources: Percent Funded:	Propriety?
$30,000	07/01/2022-06/30/2025	■ Yes ☐ No	Water Department : 100%	Y

Type of Request:

☐ New ■ Multi-year ☐ Amendment ☐ Increase ☐ Retired Former Employee

City Council Date:	Resolution Number:	If not scheduled go to the City Council explain why?
02/07/2023	Unavailable at this time	N/A

Does Contract include Non-Standard language? If yes, explain why. No

Was Contract Approved by legal counsel?	Requisition Number:	Supplier Name and Number:
The original contract was approved by legal in 2017	Unavailable at this time	GMC Electrical, Inc.

Were any exceptions taken? If yes, explain why in detail. Yes, the Department did not initiate the RFP Process for other vendors, due to the exclusive nature of the agreement (maintenance and repair services) with GMC Electrical, Inc., because they are the sole manufacturer, distributor and provider of factory services for the City's cathodic protection system.

SECTION III-SOLE SOURCE JUSTIFICATION

1. Provide a description of the type of contract to be established. (For example, is the contract a commodity, service, human service, public works, or other -please explain.)

The Contract is for the annual maintenance and repair services that are required to maintain the cathodic protection system, which is a vital function for the water infrastructure.

2. Provide a detailed description of services/commodities to be provided by the vendor. (This information may be obtained from the scope of work prepared by the City and the vendor's proposal that provides a detailed description of the services/supplies). Attach additional sheet if necessary.

A cathodic protection program is an annual preventative maintenance plan of action for controlling the corrosion rate in watermains, tanks and pipelines, which reduces costly watermain breaks and extends the lifespan of the water infrastructure.

GMC Electrical, Inc. will provide yearly inspections, repair and replacement of the cathodic protection system which includes all parts, supplies and proprietary cathodic components and appurtenances to help maintain a preventative maintenance program as required by State regulations.

3. Please state why the recommended vendor is the only one capable of providing the required supplies and/or commodities. Provide all evidence of research that was completed, identifying all other sources that were evaluated. (Including, but not limited to companies, names, manufacturers, model numbers, internet search results, etc.) Include any back-up information or documentation which supports your recommendation. (Acceptable responses to this question will include strong programmatically/technological information that supports the claim that there is only one vendor that can provide the services and/or commodities). Attach additional sheet if necessary.

GMC Electrical, Inc. is the sole manufacturer and distributor of the GMC Lifeline MACC-R2 Micro Automatic Current Controller Units and provider of factory services. Therefore, GMC Electrical, Inc. is the only vendor that can provide cathodic repair, testing and evaluation on the City's water storage tanks and pipelines.

4. Please list any other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements. (Responses to this section should include information pertaining to any research that was conducted to establish that the vendor is a sole source. Responses should include information pertaining to discussions with other potential suppliers and why they were no longer being considered by the City). Answers to this section may be provided by the requestor and the Purchasing Supervisor as appropriate. Attach additional sheet if necessary.

As previously mentioned, the vendor is the only company that provides cathodic repair, testing and evaluation on the City's water storage tanks and pipelines.

5. How does recommended vendor's prices or fees compare to the general market? Attach quotes for comparable services or supplies, if available. Attach additional sheet if necessary.

We have not requested a quote from other companies at this time, because we are unable to acquire cathodic repair, evaluation and maintenance to service the City's storage tanks and pipelines. The only way to acquire the services of another company is by initiating the RFP process and purchasing cathodic protection equipment and services. At this time, this action is not feasible or fiscally attainable.

6. If recommended vendor could not provide the product or service, how would the City accomplish this particular task? Attach additional sheet if necessary.

The Department would have to purchase and install alternative cathodic protection equipment that includes repair, testing and maintenance services.

7.If vendor is a retired, former employee, has the vendor previously been rehired as a working retiree or a contractor within the last three years?

If yes, provide the following information: a) If a working retiree, provide time periods worked, hours worked, and hourly amounts paid. b) If a contractor (regardless of scope of work), provide contract dates, scope of work, and total amounts paid under each contract. Attach additional sheets if necessary.

N/A

8. If the vendor is a retired, former employee, provide explanation/support for hiring the retired, former employee as a vendor instead of a working retiree. Attach additional sheet if necessary.

N/A

SECTION IV- AUTHOR/REQUESTOR

My department's recommendation for sole source is based upon an objective review of the product/service required and appears to be in the best interest of the City. I know of no conflict or interest on my part or personal involvement in any way with this request. No gratuities favor or compromising action have taken place. Neither has my personal familiarity with particular brands, types of equipment, materials or firms have been a deciding influence on my request to sole source this purchase when there are other known suppliers to exist. I hereby certify that the above request and Justification is accurate and complete to the best of my knowledge and belief.

Signature:	Print Name:	Date:
	Tracey Zenaye	1/31/2023

SECTION V- CITY MANAGER APPROVAL (Review and approval is required when vendor is a Retired, Former Employee.)

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature	Name:	Date:
	Thomas Thomas	1-31-23

SECTION VI- CITY CONTROLLER OR DESIGNEE

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
	Sharon Rahban	2-1-23

SECTION VII- DEPARTMENT HEAD APPROVAL

A good faith review of available sources for the request noted on this form has been completed and claim is found to be justified.

Signature:	Name:	Date:
	VICTOR MEZA	2-6-23

GMC Electrical, Inc.

Corrosion / Electrical
1932 Lynx Place
Ontario, California 91761
USA

Phone: (909) 947.6016
Fax: (909) 947.9430
E-Mail: Sales@gmcelectrical.net
Web Page: http://www.GMCelectrical.net

March 22, 2017

City of Compton
205 S. Willowbrook Ave.
Compton, CA. 90220

Attention: Alex Santos

Subject: Annual Cathodic Protection System Service Agreement for Years 2017-2018 (4/01/2017 through 4/01/2018).

Gentlemen,

This letter is in regards to your annual cathodic protection service agreement for the four (4) ground storage steel water tanks. The tanks are listed as follows:

A. Tank #1 37'H x 120' DIA
B. Tank #2 37'H x 120' DIA
C. Tank #3 37'H x 120' DIA
D. Tank #4 37'H x 120' DIA

The annual service agreement will consist of the following:

A. Perform one (1) field inspection per year on the cathodic protection system of the four (4) tanks, taking structure-to-electrolyte potential measurements at various locations down the tank walls (potential profile).

B. Inspect sacrificial anodes, anode suspension assemblies, reference electrodes, handhole covers, associated cables and Powermag 1000 wiring for any wear and/or deterioration. Make any Powermag 1000 controller adjustments if necessary to achieve the cathodic protection criteria as set forth by The National Association of Corrosion Engineers (NACE International) Standard SP0169-2007, Latest Revision. Clean rectifier and controller inside when necessary.

C. Prepare a written bound service report describing the operating data, results and analysis, and recommendations with cost estimate where necessary.

D. Make monthly evaluation of Powermag 1000 operating data cards mailed in to GMC Electrical, Inc. by Water District, which show DC output (volts, amps, and potentials). Notify *The City of Compton* if any undesirable change of rectifier output has taken place.

E. Conduct a Powermag 1000/system training session at a plant site tank for maintenance personnel responsible for Powermag 1000 monthly monitoring.

The annual fee for this service agreement is **$1,000.00**, ($250.00/tank), for the years 2017-2018 (4/01/2017 through 4/01/2018). Enclosed with this letter are two (2) Annual Service Agreement Acceptance Forms. If you find our proposal acceptable, we would ask you to sign the original and return it to us via *fax* or *e-mail*.

If there are any questions concerning this proposal, please do not hesitate to call our office at (909) 947-6016. We thank you for your considerations and trust we may have the opportunity of working with you.

Very truly yours,
GMC Electrical, Inc.

Timothy Matlack
V.P. / Field Superintendent

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

GMC Electrical, Inc.

Corrosion / Electrical
1932 Lynx Place
Ontario, California 91761
USA

Phone: (909) 947.6016
Fax: (909) 947.9430
E-Mail: Sales@gmcelectrical.net
Web Page: http://www.GMCelectrical.net

State Lic # 80774
Effective January 2017

HOURLY RATE FEE SCHEDULE

ENGINEERING

1. Principle Engineer	$100.00 per hr.
2. Project/Field Engineer	$85.00 per hr.
3. Engineering Technician	$55.00 per hr.
4. Drafting	$38.00 per hr.
5. Confined Space Work Will Be Standard Rates Plus*	$100.00 per hr. Additional
6. Word Processing/Report Assembly	$32.00 per hr.

CONSTRUCTION INSTALLATION AND REPAIR:

1. Crew Foremen	$75.00 per hr.
2. Crew Technician	$55.00 per hr.

TRAVEL:

1. Automobile/Truck	$45.00 per day .45 per mile

*Confined space work is considered to be that of working inside of tanks, ballast tanks, or confined space's with only two (2) or less access manholes.

All engineering work under this agreement will be performed under the supervision of a California Registered Professional Engineer in Corrosion or one who has been accredited by NACE.

Respectfully submitted,

GMC ELECTRICAL, INC.

Timothy S. Matlack

Timothy S. Matlack
VP / Field Superintendent

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

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Corrosion / Electrical
1932 Lynx Place
Ontario, California 91761
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ANNUAL SERVICE AGREEMENT ACCEPTANCE

Facility Name City of Compton

Address 205 S. Willowbrook Ave, Compton, CA 90220

Annual Service Agreement as outlined in this letter is for the years 2017-2018

4/01/2017 to 4/01/2018 ..... **Fee: $1,000.00**

ACCEPTED BY GMC ELECTRICAL, INC.

BY Timothy S. Matlack

Timothy S. Matlack
VP / Field Superintendent

DATE 3/22/2017

SUBSCRIBER'S ACCEPTANCE

BY

Gen. Mgr.
(Title)

DATE 4/5/17

Recipient: Nace International Western Area Outstanding Company of the Year 2000 Award.

April 4, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR PROVISION OF ADDITIONAL WORK RELATED TO THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE ($15,732.25)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order for SA Associates for additional work related to the preparation of the 2020 Urban Water Management Plan Update ($15,732.25).

BACKGROUND

As mandated by the California Urban Water Management Planning Act, every urban water supplier providing water for municipal purposes to more than 3,000 customers, or supplying more than 3,000 acre-feet (AF) of water annually, is required to prepare and adopt an UWMP containing prescribed requirements. The Plan must be periodically reviewed at least once every five (5) years.

A UWMP is required in order for a water supplier to be eligible for State grants, loans and drought assistance. The UWMP is considered to be a foundation document and a source of information for Water Supply Assessments (Senate Bill 610) and Written Verifications of Water Supply (Senate Bill 221). Additionally, the UWMP may serve as a long-range planning document for water supply, a source of data for development of a regional water plan and a source document for preparation for the General Plan.

In October 2020, the proposal for the 2020 UWMP was submitted to the City. In February 2021, the Department retained the services of SA Associates, an experienced engineering firm to prepare the City's UWMP. Due to changes of staff managing the project, this caused extended delays in the engineering firm receiving requested data and information resulting in additional hours being required to resume and complete the project. Additionally, incorrect data was provided in the Electronic Annual Reports (EAR) and the calculation for the tables contained in the report needed to be corrected. These circumstances contributed to the project completion in December 2022.

The agreement with SA Associates was executed by both parties, however it was discovered that funds for this expenditure were encumbered in Fiscal Year 2021-2022, but never fully exhausted and the purchase order was closed leaving an outstanding balance with the vendor. Furthermore, additional work was authorized to complete the UWMP and to satisfy reporting requirements to the Department of Water Resources (DWR).

STATEMENT OF THE ISSUE

SA Associates provided professional engineering services for the preparation of the 2020 UWMP, including fulfilling the reporting requirements to the DWR. In finalizing the UWMP additional work was authorized in December 2022, in the amount of $11,777.50. Additionally, the funds in the amount of $3,954.75 were encumbered in Fiscal Year 2021-2022, but never fully exhausted and the purchase order was closed leaving an outstanding balance with the vendor.

Staff seeks Council authorization to issue a purchase order to SA Associates in the amount of $15,732.25 for this completed project.

ALTERNATIVES

Staff does not recommend any alternatives.

FINANCIAL IMPACT

Funds are available in the Fiscal Year Budget 2022-2023 as follows:

ACCOUNT NO.	DESCRIPTION	AMOUNT
5000-900-000-4262	Other Professional Services	$15,732.25

RECOMMENDATION

Staff recommends that the City Council adopt this Resolution.

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 ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR PROVISION OF ADDITIONAL WORK RELATED TO THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE ($15,732.25)

WHEREAS, in February 2021, the City retained SA Associates to provide professional engineering services to prepare the 2020 Urban Water Management Plan Update (UWMP); and

WHEREAS, as mandated by the California Urban Water Management Planning Act the City is required to prepare and adopt an UWMP containing prescribed requirements once every five (5) years; and

WHEREAS, the UWMP is required for a water supplier to be eligible for State grants, loans and drought assistance. The UWMP is also a source of data for development of a regional water plan and a source document for preparation of the General Plan; and

WHEREAS, due to changes of staff managing the project caused extended delays in the engineering firm receiving requested data and information, resulting in additional hours being required to resume and complete the project. These circumstances contributed to the project completion in December 2022; and

WHEREAS, additional work was authorized in finalizing the UWMP and satisfying the reporting requirements to the Department of Water Resources (DWR) in the amount of $11,777.50; and

WHEREAS, furthermore, it was discovered that funds in the amount of $3,954.75 for this expenditure were encumbered in Fiscal Year 2021-2022, but never fully exhausted and the purchase order was closed leaving an outstanding balance with the vendor; and

WHEREAS, funds in the amount of $15,732.25 for this expenditure are allocated in the Department's Fiscal Year 2022-2023 Budget in Account No. 5000-900-000-4262.

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 for SA Associates for additional work related to the preparation of the 2020 Urban Water Management Plan Update (UWMP) in the amount of $15,732.25.

SECTION 2. That funds for this expenditure are allocated in the Department's Fiscal Year 2022-2023 Budget in Account No. 5000-900-000-4262.

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Compton Municipal Water Department.

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, 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 _____, 2023.

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

AYES: **COUNCIL MEMBERS-**
NOES: **COUNCIL MEMBERS-**
ABENT: **COUNCIL MEMBERS-**
ABSTAIN: **COUNCIL MEMBERS-**

_____
CITY CLERK OF THE CITY OF COMPTON

SA ASSOCIATES

INVOICE

January 12, 2023

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

Attention: Victor Meza, Water General Manager

Project: 2020 Urban Water Management Plan - Additional Fee

Invoice No.: 2020UWMP-03

Professional Engineering Services for preparation of the 2020 Urban Water Management Plan Update, December 1 to December 31, 2022

	Hours	Rate		Amount
Project Manager	8.0	$220.00	$	1,760.00
Engineer	62.0	$150.00	$	9,300.00
Secretary	8.0	$ 88.00	$	704.00
Total Labor	78.0		$	11,764.00
Expenses				
Copies: 90 @ $0.15 each			$	13.50
Total Expenses			$	13.50
AMOUNT DUE			**$**	**11,777.50**

Summary:		
Total Fee	$	39,000.00
Previously Billed	$	39,000.00
Amount of This Invoice	$	11,777.50
Amount Billed to Date	$	50,777.50
Percent Complete		130%
Additional Work Performed Over Budget	$	(11,777.50)

Job No. 1003.010

1130 W. Huntington Drive, Unit 12, Arcadia, CA 91007 TEL 626.821.3456 FAX 626.445.1461

April 4, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY FOR OFFICE SPACE AT THE CAREER*LINK* FACILITY

SUMMARY

City Council will consider a request from the Compton Local Housing Authority ("Authority") to enter into a sixty (60) month (I.e. December 1, 2022 through November 30, 2027) lease agreement for use of approximately 3,337 square feet of dedicated indoor office space within the Compton CareerLink facility.

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, commonly known as the "CareerLink" facility. This property is used as a "shared occupancy" facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be at least One Dollar ($1.00) per square foot.

In addition to the base rental rate of $1.00 per square feet, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, custodial and general security. At the CareerLink location, staff has identified that cost to be ninety-seven cents ($0.97) per square foot. Thus, costs to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of $1.97 (i.e. $1.00 per square foot base rental rate plus $0.97 per square foot for utilities, maintenance, custodial and security).

STATEMENT OF THE ISSUE

The Housing Authority is responsible for providing service to residents with housing needs and ensuring that these residents are offered decent, adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination.

Pursuant to Resolution No. 24,728, adopted by the City Council on February 6, 2018, the City entered into a sixty (60) month lease agreement with the Housing Authority for the lease of approximately 3,337 square feet of indoor space within the CareerLink facility at the rental rate of $1.97 per square foot of exclusive space. The lease expired on November 30, 2022, converting the term to a month-to-month lease. The Housing Authority desires to renew the lease agreement for the same spaces within the CareerLink facility for a term of sixty (60) months, retroactive from December 1, 2022, through November 30, 2027, at the City's leasing policy-recommended rental rate of $1.97 per square feet of exclusive-use space.

Thus, the proposed lease agreement renewal will provide the Housing Authority with exclusive use of the following indoor spaces within the CareerLink facility:

Ten (10) Office Spaces	Approx. 1,560 sq. feet total
Office H1	156 sq. feet
Office H2	143 sq. feet
Office H3	143 sq. feet
Office H4	182 sq. feet
Office H5	156 sq. feet
Office H6	156 sq. feet
Office H7	168 sq. feet
Office H8	156 sq. feet
Office H9	144 sq. feet
Office H10	156 sq. feet
One (1) File Room	449 sq. feet (Approx.)
One (1) Break Room	221 sq. feet (Approx.)
One (1) Conference Room	264 sq. feet (Approx.)
Storage Room	84 sq. feet (Approx.)
Entrance/Lobby Area	169 sq. feet (Approx.)
Hallways/Corridors	590 sq. feet (Approx.)
Hall 1	104 sq. feet
Hall 2	78 sq. feet
Corridor 1	276 sq. feet
Corridor 2	132 sq. feet

Total Exclusive Square Footage 3,337 sq. feet

FINANCIAL IMPACT

During the Lease term, LHA shall pay the sum of **Six Thousand Five Hundred Seventy Three Dollars and Eighty-Nine Cents ($6,573.89)** per month, based on a rental rate of **One Dollar and Ninety-Seven Cents ($1.97) per square foot.**

ALTERNATIVE

The City Council has the discretion to choose among a number of options.

1. Authorize the City Manager to enter into a lease agreement with the Compton Local Housing Authority:

    a. For the 60 months requested or offer a lesser term.

    b. For the recommended City policy rates (i.e. $1.97 per square foot per month = $6,573.89 per month) or for some other rental rate.

2. Reject the request to enter into a lease agreement for this space by the Compton Local Housing Authority.

RECOMMENDATION

Staff makes no recommendation concerning this request other than compliance with the City's policy. The decision is at the discretion of the City Council.

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 EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY FOR OFFICE SPACE AT THE CAREERLINK FACILITY

WHEREAS, the City of Compton owns certain real property located at 700 North Bullis Road, also known as the CareerLink facility which is used as a "shared occupancy" facility in that it houses certain City administered services in addition to offering indoor spaces for leasing to outside agencies, organizations and individuals; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, in addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be at least One Dollar ($1.00) per square foot; and

WHEREAS, in addition to the base rental rate of $1.00 per square feet, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, custodial and general security. At the CareerLink location, staff has identified that cost to be ninety-seven cents ($0.97) per square foot, thus the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of $1.97 (i.e. $1.00 per square foot base rental rate plus $0.97 per square foot for utilities, maintenance, custodial and security); and

WHEREAS, pursuant to Resolution No. 24,728, adopted by the City Council on February 6, 2018, the City entered into a sixty (60) month lease agreement with the Compton Local Housing Authority ("Housing Authority") for the lease of approximately 3,337 square feet of indoor space within the CareerLink facility at the rental rate of $1.97 per square foot of exclusive space; and

WHEREAS, the lease expired on November 30, 2022, converting the term to a month-to-month lease and the Housing Authority desires to renew the lease agreement for the same spaces within the CareerLink facility for a term of sixty (60) months, retroactive from December 1, 2022, through November 30, 2027, at the City's leasing policy recommended rental rate of $1.97 per square feet of exclusive-use space.

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

Section 1. That the City Manager, upon the approval of the City Attorney is authorized to enter into a sixty (60) month lease agreement, effective retroactively from December 1, 2022, through November 30, 2027, with the Compton Local Housing Authority for the use of approximately 3,337 square feet of indoor space (as specified below) at 700 North Bullis Road, Compton (CareerLink facility), for general office use for their support services staffing.

Ten (10) Office Spaces	Approx. 1,560 sq. feet total

Office H1	156 sq. feet
Office H2	143 sq. feet
Office H3	143 sq. feet
Office H4	182 sq. feet
Office H5	156 sq. feet
Office H6	156 sq. feet
Office H7	168 sq. feet
Office H8	156 sq. feet
Office H9	144 sq. feet
Office H10	156 sq. feet
One (1) File Room	449 sq. feet (Approx.)
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One (1) Conference Room	264 sq. feet (Approx.)
Storage Room	84 sq. feet (Approx.)
Entrance/Lobby Area	169 sq. feet (Approx.)
Hallways/Corridors	590 sq. feet (Approx.)
Hall 1	104 sq. feet
Hall 2	78 sq. feet
Corridor 1	276 sq. feet
Corridor 2	132 sq. feet

Total Exclusive Square Footage 3,337 sq. feet

Section 2. That the monthly lease rate shall be One Dollar and Ninety-Seven Cents ($1.97) per square foot for a total of Six Thousand Five Hundred Seventy-Three Dollars and Eighty-Nine Cents ($6,573.89) per month for the term of the Lease.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager (Security Division), City Clerk, City Controller, General Services, CareerLink, Compton Local Housing Authority and the 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 _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
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 _____, 2023.

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

LEASE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
COMPTON LOCAL HOUSING AUTHORITY

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as **"LANDLORD"**) and the **COMPTON LOCAL HOUSING AUTHORITY** (hereinafter referred to as **"TENANT"**), collectively, the "Parties."

RECITALS:

WHEREAS, the City of Compton ("Landlord"), has under its jurisdiction certain real property located at 700 North Bullis Road, Compton, California 90221, also known as the "*CareerLink*" facility (the "Site"); and

WHEREAS, on **** of ****, 2022, the City Council adopted Resolution No. ****, and on ****, of ****, the Urban Community Development Commission adopted Resolution No. ****, which authorized the City Manager and the Executive Secretary, respectively, to enter into a lease agreement between the City of Compton and the Compton Local Housing Authority ("Tenant") for a period of sixty (60) months, commencing December 1, 2022 through November 30, 2027.

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

WITNESSETH:

Section 1. **Premises.** The Landlord, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Tenant and upon the following terms and conditions, hereby leases to the Tenant, and the Tenant hereby hires and takes of and from the Landlord, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

The City of Compton Career*Link*
700 North Bullis Road
Compton, California 90221

[The "Site"]

Tenant shall lease/occupy approximately 3,337 square feet of indoor space within the building at the Site:

Ten (10) Office Spaces	Approx. 1,560 sq. feet total
Office H1	156 sq. feet
Office H2	143 sq. feet
Office H3	143 sq. feet
Office H4	182 sq. feet
Office H5	156 sq. feet
Office H6	156 sq. feet
Office H7	168 sq. feet
Office H8	156 sq. feet

Office H9	144 sq. feet
Office H10	156 sq. feet
One (1) File Room	449 sq. feet (Approx.)
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Hallways/Corridors	590 sq. feet (Approx.)
Hall 1	104 sq. feet
Hall 2	78 sq. feet
Corridor 1	276 sq. feet
Corridor 2	132 sq. feet

Total Exclusive Square Footage 3,337 sq. feet

Tenant may also have access to and use of shared public spaces within the Site.

[The "Premises"]

Section 2. **Term.** This Lease shall be for a term of sixty (60) months, commencing on December 1, 2022 and shall terminate on November 30, 2027, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. **Rent.** During the Lease term, the Tenant shall pay to Landlord as rent for said Premises hereof the sum of **Six Thousand Five Hundred Seventy Three Dollars and Eighty-Nine Cents ($6,573.89)** per month, based on a rental rate of **One Dollar and Ninety-Seven Cents ($1.97) per square foot** for each square foot of exclusive use indoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Landlord by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:
General Services Department
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: City of Compton
[Please identify your Lease Site on the payment]

[700 North Bullis Road/Housing Authority]

Section 4. **Use of Premises.** Tenant is entitled to use the Premises during normal building business hours (Mondays through Fridays, 7:00 p.m. to 6:00 p.m.), ***(excepting City holidays)*** for the following purpose(s) only:

Administrative Office of the Compton Local Housing Authority

Tenant shall not use the Premises for any other purposes without the prior written consent of the Landlord**.** Tenant shall not use the Premises for residential purposes or for any commercial purposes not stated herein. Tenant shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment not integral

to the purposes of the Program. Tenant shall not use the Premises in a manner so as to interfere with Landlord's use or equipment at the Site.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site **(including the Premises)** shall be closed. If Tenant desires to use the Premises on a City holiday or during non-business building hours, Tenant shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Tenant shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Tenant shall include the additional amounts owed in the next lease payment.

Section 5. Delivery of Premises. If Landlord, for any reason, cannot deliver the Premises described above to Tenant at the commencement of the term hereof, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom and Tenant at Tenant's option, may declare this Agreement to be null and void.

Section 6. Utilities and Other Services. Landlord agrees to furnish the following utilities and services at Landlord's expense during normal business hours:

a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Tenant.

b. Heating/Cooling.

c. Hot and cold water.

d. Routine maintenance.

e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Tenant. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Tenant shall reimburse Landlord for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Tenant's utility or service provider or its equipment.

Landlord shall in no way be liable or responsible for any loss, damage or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Landlord.

Section 7. Assignment and Subletting. Tenant agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Tenant, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Landlord. Any attempted assignment or subletting of this Lease without the written consent of the Landlord constitutes fraud and this Agreement shall be null and void.

Section 8. Alterations and Additions. Tenant shall not make any alterations or construct any additions or improvements in or on the Premises until the Landlord has approved the complete plans and specifications for the project. Once the Landlord has been provided with said

plans and specifications, Landlord shall have a review period of up to fifteen (15) business days before granting Tenant approval or disapproval of the project in writing. Landlord's approval of the project will be presumed if not provided within said fifteen (15) day period. Tenant shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Landlord at Tenant's expense.

Tenant shall have the right during the Lease Term, and any extension of renewal thereof, with Landlord's consent, which shall not be unreasonably withheld, to remodel and redecorate the Premises and to make such non-structural alterations, additions and improvements and to install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises ("Alterations") as Tenant shall deem expedient or necessary for its purposes; provided that the same are made in a workmanlike manner utilizing good quality materials and provided further that such Alterations shall neither impair the structural soundness nor diminish the value of the Premises. All Alterations, whether installed by Tenant as Tenant Improvements or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Landlord agrees that except for structural alterations, the Tenant may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Site and/or the Premises by the Tenant or under its authority. Any personal property, improvements or additions not removed by Tenant within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Landlord, subject to disposal at the discretion of the Landlord.

Tenant shall, at its sole cost and expense, be allowed to place its typical signage on the side of the Building on the Site and/or along the Site perimeter only upon the Landlord's advance written approval.

Section 9. Repairs and Maintenance.

a. Maintenance by Landlord. Landlord agrees that at all times it will maintain the structural portions of all improvements at the Site that exist on the Lease Commencement Date (collectively, the "Building"), including the foundation, floor/ceiling slabs, roof, exterior glass, parking areas, pavement, sidewalks, curbs, entrances, mechanical, electrical and telephone closets (collectively, "Buildings' Structures") and the mechanical, electrical, life safety, plumbing, and HVAC systems (collectively, "Buildings' Systems") in good working order, condition and repair. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to make any repair to, modification of, or addition to the Buildings' Structures and/or the Buildings Systems except and to the extent required because of Tenant's use of all or a portion of the Premises.

(1) Interruption of Essential Services. In the event that there is an interruption of essential building services that are supplied and maintained by the Landlord (e.g., fire and life safety, vertical transportation systems, utilities, HVAC, etc.), which materially interferes with the Tenant's use of the Premises, or any portion thereof, such that Tenant cannot reasonably conduct its business therein for a period in excess of five (5) business days, the Tenant's Rent shall be abated on a day-for-day basis proportionate to the amount of space in the Premises so affected. Tenant shall have a right to terminate this Lease in the event that such interruption continues for thirty (30) business days.

b. Maintenance by Tenant. Tenant shall maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in connection to any work thereon.

Tenant shall repair any damage to the Site and/or the Premises caused by Tenant's installation and/or removal of its personal property, alterations, improvements or additions.

(1) Tenant Repairs. Tenant agrees to repair any damages caused by Tenant, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Landlord in as good order, repair and condition as the same were in at the commencement of this Lease, reasonable normal wear and tear, excepted. Tenant must obtain prior written approval from the Landlord, which approval will not be unreasonably or untimely withheld, prior to commencing any repairs to the leased Premises.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Landlord shall have no liability to Tenant for any condition on the Premises leased herein and Tenant agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. Tenant agrees to hold the Landlord harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the Tenant, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to Landlord's negligence or willful misconduct.

Section 10. Losses. Landlord shall not be responsible for losses or damage to personal property, equipment or materials of Tenant. Landlord will not keep improvements which are constructed or installed and owned by Tenant under the provisions of this Lease insured against fire or casualty, and Tenant will make no claim of any nature against Landlord by reason of any damage to the business or property of Tenant in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Landlord in the course of their employment.

Section 11. Damage or Destruction. Landlord agrees that should the Site (or any portion thereof other than the Premises) be so badly damaged by earthquake or other violent action of the elements, or destroyed by fire or other casualty, so as to render them wholly unfit for Tenant's occupancy, than this Lease may be terminated immediately upon the happening of any such event, whereupon Tenant shall surrender the Premises and shall not be obligated for any further rental payment and Landlord shall refund any unearned rent paid in advance by Tenant, calculated at a daily rate based on the regular monthly rental.

In the event of any lesser damage by casualty, Landlord shall, at Landlord's cost and expense, promptly repair the same to the extent Landlord's insurance proceeds are made available to Landlord therefor and provided that (a) such repairs, in Landlord's reasonable good faith opinion, can be commenced within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Landlord's reasonable good faith opinion, will not exceed 50% of the then replacement cost of the Site. If Landlord is not required to repair such damage or destruction, then Landlord shall, within 30 days from the date of such damage or destruction, either (i) notify Tenant in writing of Landlord's election to repair such damage or destruction, in which event Landlord shall promptly repair the same, or (ii) notify Tenant in writing of Landlord's election to immediately terminate this Lease, in which event this Lease is terminated effective as of the date of such damage or destruction. Tenant may terminate this Lease effective as of the date of any such damage or destruction if Tenant reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the Tenant's operations by notifying Landlord in writing of Tenant's election to terminate not later than 30 days after the date of such damage or destruction.

Section 12. Hazard Materials. Tenant shall not use any Hazardous Materials in/or on Site or the Premises, except as necessary in the ordinary course of business and in full

compliance with all Environmental Laws. Tenant will promptly notify Landlord of any release or presence of any Hazardous Material in/on the Premises of which Tenant becomes aware.

a. Remediation. If Hazardous Materials are released at the Site and/or Premises by Tenant, its agents, employees, or contractors, then Tenant is solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws.

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

Section 13. Default. Tenant shall pay said rent to the Landlord without deduction, default or delay. In the event of the failure of Tenant to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Tenant to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Landlord to Tenant of such default, this Lease may be terminated. Landlord may not terminate the Lease if (a) Tenant cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Tenant reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Landlord to reenter into and upon the Premises and every part thereof and to remove and store at Tenant's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Landlord shall have such other rights or remedies as may be provided for by law.

Section 14. Holding Over. In case Tenant holds over beyond the term herein provided with the consent, express or implied, of the Landlord, such tenancy shall be from month-to-month only, subject to the same terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 15. Cancellation Provision. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime, upon ninety (90) days prior written notice to the other party.

Section 16. Landlord's Access. Tenant agrees to permit the Landlord or Landlord's authorized agents, upon reasonable advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

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

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

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

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

Section 19. Partnership Disclaimer. Tenant and any and all agents of Tenant shall act in an independent capacity and not as officers or employees of the Landlord. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 20. Vacating Premises. Tenant shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Landlord, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 21. Compliance with Laws. Tenant shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 22. Easements and Right-Of-Way. This Lease is subject to all existing easements and right of way. Landlord further reserves the right to grant additional public utility easements as may be necessary and Tenant hereby consents to the granting of any such easements. The public utility will be required to reimburse Tenant for any damages suffered by Tenant caused by the construction work on the easement area.

Section 23. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Tenant, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

Section 24. Relocation. Tenant acknowledges that Tenant, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 25. Failure to Perform. In the event of the failure, neglect or refusal of Tenant to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Tenant, Landlord shall, at its option, have the right to do and perform the same, and Tenant hereby covenants and agrees to pay Landlord the costs thereof on demand.

Section 26. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Landlord, and wherever the context permits or requires the successors in interest to the Tenant.

Section 27. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Tenant and Landlord'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 Lease Agreement.

Section 28. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 29. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

Section 30. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To LANDLORD:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, General Services Department** **(310) 605-5553** **(310) 605-1753 – fax.**
To TENANT:	**Compton Local Housing Authority** **700 North Bullis Road** **Compton, California 90221** **Attn: Director** **(310) 605-3080** **(310) 605-3096**

Section 31. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Landlord and Tenant. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Landlord and Tenant. This agreement may be modified only by written agreement signed by both Landlord and Tenant.

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

COMPTON LOCAL HOUSING AUTHORITY
TENANT
Recommended for Approval:

By _____ **Dated: _____**
Alena Hall, Housing Services Supervisor
Compton Local Housing Authority

Approved by:

By _____ **Dated: _____**
Thomas Thomas, Executive Secretary

CITY OF COMPTON/LANDLORD
Recommended for Approval:

By _____ **Dated: _____**
******, Director**
General Services Department

Approved by:

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

Approved as to form:

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

ATTEST:

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

April 4, 2023

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

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,649 AND AUTHORIZING THE CITY MANAGER TO AMEND THE 2022-2023 FISCAL YEAR BUDGET AND TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH, AND ESTABLISH A PURCHASE ORDER FOR, MIG, INC. FOR PREPARATION OF A COMPREHENSIVE CITYWIDE GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT ($979,683)**

SUMMARY

Adoption of the attached resolution will rescind Resolution 25,649 and authorize the City Manager to amend the 2022-2023 Fiscal Year budget and ratify the existing Professional Services Agreement entered into by the City with MIG, Inc. for preparation of a comprehensive General Plan Update and associated Program Environmental Impact Report.

Staff is also requesting authorization to establish a purchase order in the amount of Nine Hundred Seventy-Nine Thousand Six Hundred Eighty-Three Dollars ($979,683.00) for services to be rendered during the term of the Agreement for FY 2022-2023. The Agreement with MIG was authorized and entered into as a result of Resolution No. 25,649, previously adopted on April 19, 2022, that is now being requested to be rescinded. Consequently, staff is requesting authorization to ratify the existing contract with MIG that was previously executed by the parties under the authorization of Resolution No. 25,469.

BACKGROUND

Section 65300 of the California Government Code requires the City of Compton to adopt and update a General Plan that contains all the required elements such as describing the City's long term goals for growth, development and identifying policies and programs to achieve those goals. The City's current 2010 General Plan, adopted in 1991, is obsolete and thirteen (13) years out-of-date, leaving the City without an up-to-date policy guidance. The existing General Plan does not reflect the City as of the 2020's or the new laws adopted over the past 30 years.

In 2021, the City was awarded a $400,000 from the Senate Bill 2 ("SB2") and LEAP Grants from the U.S. Department of Housing and Urban Development ("HCD") to prepare the next Housing and Land Use Element updates. The purpose of both grants is to facilitate and promote the development of more housing through reduced government regulation and increased administrative review. The Community Development Department ("Department") had originally intended to prepare a Request for Proposals ("RFP") to update just the Land Use and Housing Elements; however, staff has determined it to be in the best interest of the City to use the SB2 and LEAP Grant funds, combined with General Fund money and prepare a comprehensive General Plan Update and Program Environmental Impact Report ("EIR") instead of just the Housing and Land Use Elements.

On February 18, 2021, staff released and posted a Request for Proposals ("RFP") in the Compton Bulletin, on the City's website and the National APA RFP page seeking a qualified planning firm to prepare a completely new General Plan, to include all of the new land uses, housing, environmental, traffic and circulation laws, policies and best practices related to all various elements of a General Plan and a Program EIR for the City and the unincorporated areas within the City's sphere of influence.

STATEMENT OF ISSUE

The proposed new General Plan 2040 Update will analyze, discuss and provide goals and policies for the following areas:

- **Land Use**: Land uses that address the various needs of the city and compatibility of increased density and larger building forms adjacent to low density and other suburban densities and intensities. Developing specific strategies for business attraction, retention, and expansion.
- **Transportation**: Improved safety and connections for people walking, cycling, driving, using sidewalks, and taking transit.
- **Housing**: Addressing the need for a variety of different additional housing.
- **Infrastructure**: A need for water, sewer, utilities, communications and street improvements.
- **Conservation**: Parks, recreation programming, and open space needed to support differing housing types.
- **Public Safety**: Noise, hazards, crime prevention, meaningful techniques to engage diverse community stakeholders.
- **Historic Resources**: Preserving cultural and historic building, spaces and landmarks.

The Department will be responsible for fiscal oversight, program monitoring, and reporting of the preparation of the General Plan document and EIR. The proposed new General Plan will establish goals and policies for land use, housing, open space, circulation, noise, public safety, public facilities and also research and discuss historic preservation, design guidelines and market conditions for economic development.

Staff is recommended MIG, Inc. as the planning firm to prepare the City of Compton 2040 General Plan Update and EIR. The previous plan was for MIG, Inc. to begin the preparation process in November of 2021 through completion in January 2024. This General Plan Update effort would provide the City of Compton with current and accurate information on the state of the City from various perspectives and would enable the General Plan team, along with assistance from the general public, to prepare a document that would serve as the long term policy guiding document for the City to use in making development decisions and undertaking projects.

Resolution No. 26,649 was previously adopted on April 19, 2022, however, after the resolution was passed, a purchase order was not obtained prior to the end of Fiscal Year 2021-2022. Staff met with the vendor and provided a notice to proceed during the month of June, 2022 and work commenced without an authorized purchase order. Once invoices were received staff realized there was no mechanism in place to pay the vendor and a budget amendment and purchase order was required. Therefore, the item is being presented to council to approve the utilization of funds using the 2022-2023 Fiscal Year Budget.

FISCAL IMPACT

The combination of the General Fund monies in an amount of Five Hundred Seventy- Nine Thousand Six Hundred Eighty-Three Dollars ($579,683.00) and the Four Hundred Thousand Dollars ($400,000.00) in SB2 and LEAP Grants will be expended over a period of several Fiscal Years; 2021-2022, 2022-2023 and 2023-2024.

The SB2 and LEAP Grants need to be incorporated and the 2022-2023 Community Development Department Planning Division Fiscal Year budget amended as follows:

Increase Revenues in the following accounts:

Account No.	Description	Amount
1004-000-000-3109	Measure P (1% Sales Tax)	$579,683

2789-780-001-3569	SB2 Grant	(Other State Grant)	$310,000
2789-780-002-3569	LEAP Grant	(Other State Grant)	$90,000

Increase Expenditures in the following account:

Account No.	Description	Amount
1004-780-000-4266	Measure P - (Contract Services)	$579,683
2789-780-001-4266 $310,000	SB2 Grants - (Contract Services)	
2789-780-002-4266 $90,000	LEAP Grant - (Contract Services)	

RECOMMENDATION

Staff recommends that the City Council rescind Resolution 25,649 and adopt the attached Resolution.

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 RESCINDING RESOLUTION NO. 25,649 AND AUTHORIZING THE CITY MANAGER TO AMEND THE 2022-2023 FISCAL YEAR BUDGET AND TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH, AND ESTABLISH A PURCHASE ORDER FOR, MIG, INC. FOR PREPARATION OF A COMPREHENSIVE CITYWIDE GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT ($979,683)

WHEREAS, Government Code section 65300 requires the City of Compton to adopt and update a General Plan that contains all the required elements, describes the City's long term goals for growth and development and identifies policies and programs to achieve those goals; and

WHEREAS, the City's current 2010 General Plan, adopted in 1991, is obsolete and thirteen (13) years out-of-date, leaving the City without up-to-date policy guidance; and

WHEREAS, in 2021, the City was awarded a $400,000 from the Senate Bill 2 ("SB2") and LEAP grants from the U.S. Department of Housing and Urban Development ("HCD") to prepare the next Housing and Land Use Element updates; however, Community Development Department ("Department") has determined it to been in the best interest of the City to use the SB2 and LEAP grant funds, combined with General Fund money and prepare a comprehensive General Plan Update and Program Environmental Impact Report ("EIR") instead of just the Housing and Land Use Elements; and

WHEREAS, on February 18, 2021, the Department released and posted a Request for Proposals in the Compton Bulletin, on the City's website and the National APA RFP page seeking a qualified planning firm to prepare a completely new General Plan, incorporating all of the new land uses, housing, environmental, traffic and circulation laws, policies and best practices related to all various elements of a General Plan and a Program EIR for the City and the unincorporated areas within the City's sphere of influence; and

WHEREAS, the proposal of MIG, Inc. was determined by staff to demonstrate the competence and the professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price of $979,683.00; and

WHEREAS, the Department will manage fiscal oversight, program monitoring, reporting and preparation of the General Plan document and EIR; and

WHEREAS, funds for this expenditure are available in the Department's budget.

WHEREAS, Resolution No. 26,649 was previously adopted on April 19, 2022, however, after the resolution was passed, a purchase order was not obtained prior to the end of Fiscal Year 2021-2022; and

WHEREAS, staff met with the vendor and provided a notice to proceed during the month of June, 2022 and work commenced without an authorized purchase order; and

WHEREAS, once invoices were received staff realized there was no mechanism in place to pay the vendor and a budget amendment and purchase order was required, therefore, the item is being presented to council to approve the utilization of funds using the 2022-2023 Fiscal Year Budget.

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

Section 1. That Resolution No. 26,649, previously adopted on April 19, 2022, is hereby rescinded.

Section 2. That the existing Professional Services Agreement entered into by the City with MIG, Inc., authorized under Resolution No. 26,649, for preparation of a comprehensive General Plan Update and associated Program Environmental Impact Report is hereby ratified.

Section 3. That a purchase order is re-authorized to be established for MIG, Inc. in the amount of $979,683.00 for the preparation of a comprehensive General Plan Update and associated Program Environmental Impact Report.

Section 4. That a combination of the General Fund monies in an amount of Five Hundred Seventy Nine Thousand Six Hundred Eighty Three Dollars ($579,683.00) and the Four Hundred Thousand Dollars ($400,000.00) in SB2 and LEAP grants will be expended over a period encompassing Fiscal Years 2021-2022, 2022-2023 and 2023-2024.

Section 5. The SB2 and LEAP grants need to be incorporated and the 2022-2023 Community Development Department Planning Division Fiscal Year budget amended as follows:

Increase Revenues in the following accounts:

Account No.	Description		Amount
1004-000-000-3109	Measure P	(1% Sales Tax)	$579,683
2789-780-001-3569	SB2 Grant	(Other State Grant)	$310,000
2789-780-002-3569	LEAP Grant	(Other State Grant)	$90,000

Increase Expenditures in the following account:

Account No.	Description		Amount
1004-780-000-4266	Measure P -	(Contract Services)	$579,683
2789-780-001-4266	SB2 Grants -	(Contract Services)	$310,000
2789-780-002-4266	LEAP Grant -	(Contract Services)	$90,000

Section 6. That a purchase order is authorized to be issued in the amount of $979,683 utilizing the account numbers as follows:

Account No.	Description		Amount
1004-780-000-4266	Measure P -	(Contract Services)	$579,683
2789-780-001-4266	SB2 Grants -	(Contract Services)	$310,000
2789-780-002-4266	LEAP Grant -	(Contract Services)	$90,000

That a copy of this Resolution shall be filed in the office of the City Manager, City Controller, City Clerk, City Attorney and Community Development Department.

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, 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 _____, 2023.

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

AYES: COUNCIL MEMBER(S)
NOES: COUNCIL MEMBER(S)
ABSTAIN: COUNCIL MEMBER(S)
ABSENT: COUNCIL MEMBER(S)

_____
CITY CLERK OF THE CITY OF COMPTON

Compton 2040 General Plan

AND ENVIRONMENTAL IMPACT REPORT



PROPOSAL | APRIL 15, 2021

MIG

537 SOUTH RAYMOND AVENUE | PASADENA, CA 91105
(626) 744-9872 | WWW.MIGCOM.COM

In association with:
THE NATELSON DALE GROUP | VERONICA TAM & ASSOCIATES | ITERIS
BKF ENGINEERS | ARCHITECTURE+HISTORY, LLC | URBAN SEMILLAS



537 S. Raymond Avenue
Pasadena, CA 91105
P (626) 744-9872
F (626) 744-9873
www.migcom.com

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WASHINGTON
SEATTLE

April 15, 2021

Robert Delgadillo, Senior Planner
City of Compton, Community Development Department
205 S. Willowbrook Avenue
Compton, CA 90220

Subject: Proposal to Prepare General Plan 2040 and Environmental Impact Report

Dear Mr. Delgadillo and Selection Committee Members,

Compton is well situated geographically and culturally to elevate its status as the Hub City. With easy access to the ports and regional jobs center, together with capacity to grow the local industrial base and create productive uses surrounding the Compton and Artesia Blue Line stations, the City can attract new uses to diversify and build the local economy. Regional housing demands provide the opportunity to reinvigorate the downtown and commercial districts hit hard by retail trends and COVID-19 as new mixed-use environments. City residents represent many cultures that can be celebrated through arts, entertainment, and retail/dining destinations appealing to people of all income levels. **The new General Plan will help realize this vision.**

MIG, Inc., is pleased to submit this proposal to engage the Compton community in planning for its future and defining strategies to achieve success through a new General Plan. This planning program will provide the foundation for initiatives Mayor Aja Brown has defined as **critical for moving Compton forward**, among them economic growth, city beautification, and improved health for all Compton residents.

The **MIG Team** proposes a community-driven process to create the new General Plan. In addition to the experience and talents of MIG's planners, urban designers, and public engagement professionals, we have teamed with specialist firms to address the critical issues of economic development and fiscal stability (**The Natelson Dale Group**), affordable housing and anti-displacement (**Veronica Tam & Associates**), multimodal mobility (**Iteris**), infrastructure needs (**BKF Engineers**), historic preservation (**architecture + history, llc**), and authentic community outreach (**Urban Semillas**).

For nearly four decades, MIG has been connecting people with places through engaging, contextual, reality-based planning processes. Cities we have helped achieve success include Cudahy, La Palma, Long Beach, and Vernon, among many others. We are currently leading comprehensive General Plan updates in the cities of Santa Fe Springs, Commerce, and Whittier, as well as targeted updates in Paramount, Downey, and Baldwin Park. For Compton, our aim is to produce an **easy-to-use, actionable General Plan that will encourage investment.**

Your aspirations and approach for this program align with MIG's planning philosophy, and we welcome the opportunity to work with Compton. If you have any questions or would like additional information, please contact me at lstetson@migcom.com or by phone at (626) 744-9872.

Regards,

Laura R. Stetson, AICP
Principal, MIG



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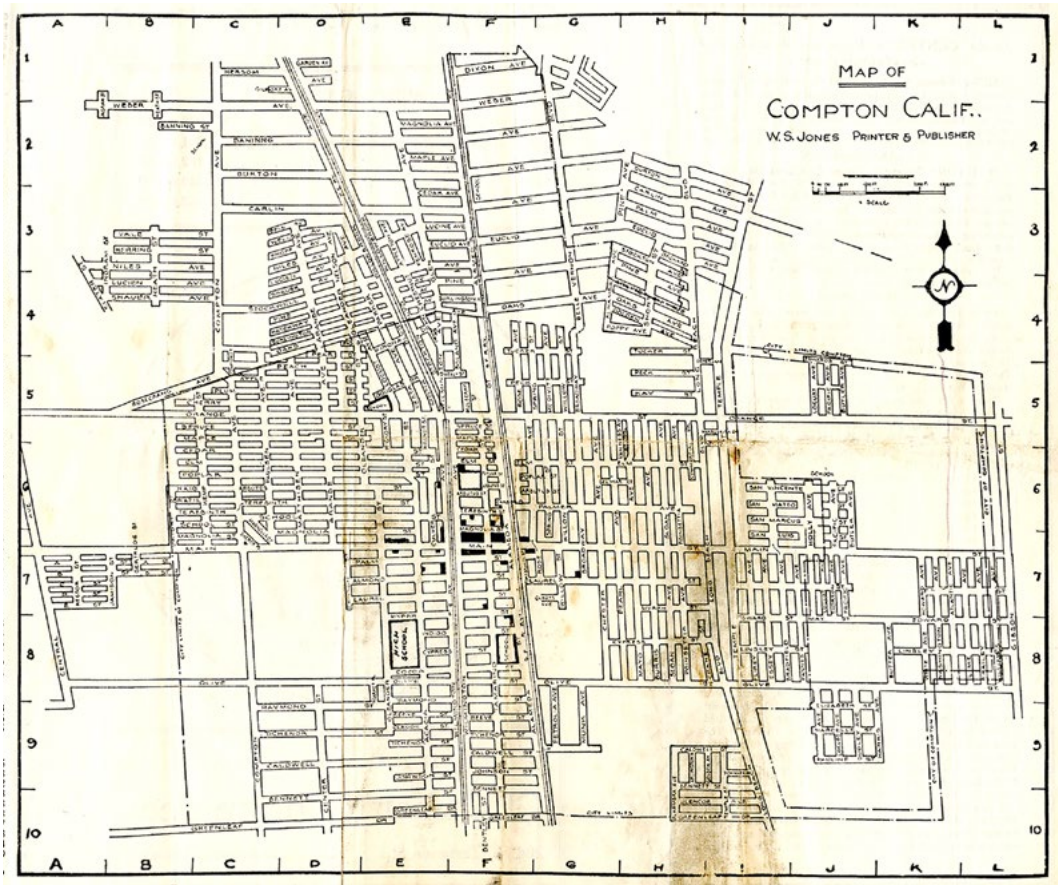
01 Understanding and Project Approach

Over the past two decades, Compton has shed a poor image stigmatized by violence portrayed in the media and by the music and film industries to one of a community focused on creating a new future. The City's strategic location, easy access, and will of its leaders to guide Compton forward create positive conditions to create a plan for the next 20+ years: the new Compton General Plan.

Understanding

The City of Compton's settlement history dates back to 1867, when a small band of pioneers from Stockton moved south, attracted by the opportunity to prosper in agriculture and found a town of their own. This well-organized and enterprising group incorporated the community in 1888, making Compton one of the oldest cities in Los Angeles County and a city that likely has experienced more economic and demographic change over the last 150 years than any other community in the region.

Today Compton's agricultural roots can still be experienced at Richland Farms, where children can learn to ride a horse and how to grow food. Richland Farms represents just a small piece of City history, with the full history told by the post-World War II growth and evolution of suburban neighborhoods, construction of freeways that connect Compton to the ports and regional destinations, establishment of a major jobs center at Walnut Industrial Park, and today, opportunities to create new transit-focused districts around two light rail stations. The community's demographic shifts over time—from majority white through the 1940s to majority Black up to 2000 and now majority Latino/Hispanic—reflect people's desire to continue to seek opportunity in Compton, from affordable housing to skilled labor jobs to easy freeway and transit access to jobs throughout the region.



Map of Compton, 1926















In her New Vision for Compton, Mayor Aja Brown has expressed the importance of pursuing a multitude of initiatives, with this new General Plan process and document providing the framework for:

- **Stabilization of City finances**
- **Economic growth**
- **Urban beautification and street improvements**
- **Improved relations with the business community**
- **More efficient City programs and service delivery**
- **Enhanced public safety and emergency response**
- **Opportunities for youth**
- **Healthy city programs**
- **Celebration and promotion of arts and culture**
- **Improved government transparency**

To forward these initiatives, the General Plan must be a community-driven plan that expresses a clear vision and is based on a foundation of solid data and insightful assumptions about economic, technological, social, and environmental trends and change. The plan must move beyond a plan for physical growth and preservation to one that shapes what Compton looks to be culturally. The plan must support fiscal goals and community health objectives. And foremost, the plan must be accessible to all—in languages they understand and platforms they can use—to provide the transparency and accountability in decision-making processes voiced by Mayor Brown. These are the overarching objectives the City sets out in the Request for Proposals.

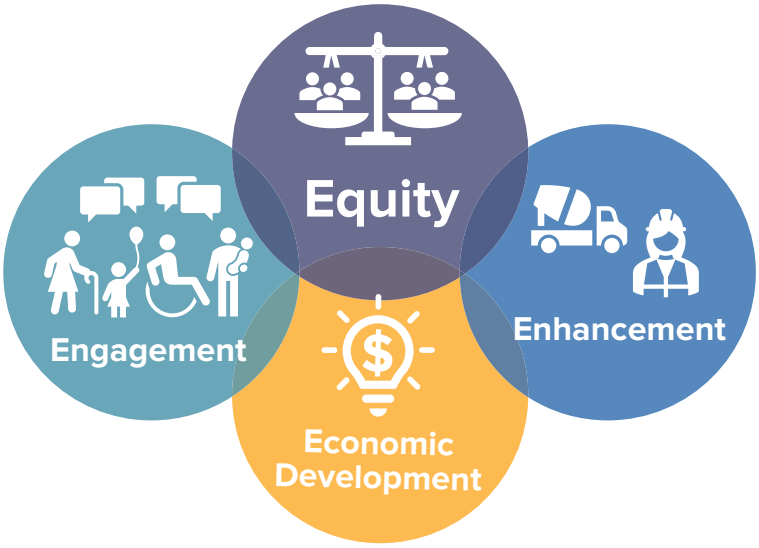
Approach

The MIG Team notes that the City's approach described in the RFP reflects a community-based planning approach that we have applied to General Plan programs for nearly four decades. MIG pioneered methods of creative and inclusive community engagement as a means to craft plans that reveal the soul of a community—and that can be readily implemented given their broad public support. The entire program, from engagement to plan implementation, will be viewed through an equity lens.

For every General Plan project MIG is invited to lead, we craft a tailored work plan that responds to that city's program objectives, available resources, and community sensibilities. Our goal is to create a unique General Plan that focuses on action.

Regarding the schedule, we recommend completing the work within 24 months to maintain community focus. The advantage about structuring a General Plan program is that no rules apply beyond ensuring the adopted General Plan addresses all State law content requirements.

One key requirement, however, is that sixth cycle Housing Elements for the Southern California Association of Governments (SCAG) region must be adopted by October 15, 2021; otherwise, a jurisdiction is subject to a four-year rather than eight-year update cycle. While Compton's Regional Housing Needs Allocation (RHNA) is a relatively modest 1,004 housing units (relative to assignments for similarly sized cities), we recommend that the City not rush to prepare an element for adoption by October 15. The process for identifying sites for new housing and the types of housing the community desires, together with appropriate housing programs, requires a thoughtful and measured community discussion. We do not believe that time will be available to have this discussion and account for the 60-day review period by the Department of Housing and Community Development (HCD) even though the City recently had its fifth cycle Housing Element certified by HCD in August 2020. Housing law does provide a grace period, but Compton is not eligible for this since the fifth cycle element was not adopted on time. However, we will write a Housing Element that sets Compton up for success during the entire eight-year planning period.



In the RFP, the City indicates that properties within its sphere of influence (SOI) need to be considered in the planning process, as required by State law. The Planning Area for the General Plan will include the SOI, with land use policy identifying community preferences should Compton ever pursue annexation actions that would benefit both the City and property owners and residents. Please note that properties within the SOI cannot be used to satisfy Housing Element requirements for adequate sites. However, the General Plan can identify priorities for annexation that might be available for the mid-cycle Housing Element update (if annexed prior to initiating the mid-cycle update).

As follows, we articulate our proposed approach to the General Plan based on our team's knowledge of Compton and based on your objectives expressed in the RFP. For Compton, we propose a General Plan program consisting of four phases: **I) Discovery and Visioning, II) Exploring Alternatives, III) A Plan for Compton 2040,** and **IV) Celebrating Our Future**.









PHASE I: DISCOVERY AND VISIONING

To provide the General Plan team and public with a common foundational understanding of conditions shaping decisions about the future, the MIG Team will undertake a series of technical studies that will be compiled in a comprehensive background report. This report will be highly graphic and will report not just existing conditions but associated policy implications. Included will be a market analysis prepared by team member The Natelson Dale Group and a detailed Pedestrian Realm Analysis to identify gaps in the system to safely connect neighborhoods to parks, schools, shopping districts, and other local destinations. We will initiate the public engagement process with Visioning: asking residents, business owners, visitors, and other stakeholders (who help support the economy) to share their ideas for making Compton the city they want it to be.

The engagement activities will be high tech and high touch, recognizing that while we live in an increasingly digital engagement world, people still want to get together in person to share ideas. And while the constraints imposed by COVID-19 may continue to limit the size of public gatherings through the summer, we also recognize that Compton residents may not have the ability or resources to participate online. Our Visioning process—and the balance of the community engagement program—will offer online and in-person options, including all-Spanish language events and activities.

The program can include a “Best Stop: Compton” (or some other branding that ties into current branding programs) series of pop-ups and backyard listening sessions to allow the community to examine and explain how the City and region have changed in the past several decades. The activities will inspire all to imagine and understand what changes can be anticipated over the next 25 years and beyond. Entertaining and inspiring speakers could provide unique insights about the region’s economy, City finances, alternative mobility modes, neighborhood equity, climate change, new types of housing choices, emerging technologies, vehicle and workplace automation, housing, and retail trends. Notably, we would want to engage former and current Compton residents in high-profile positions who want to “give back” to their hometown, as well as people steeped in the history, culture, and needs of Compton, such as Ruben Quarcoopome of Designing in Color and Ron Finley of the Ron Finley Project.

Informed by community engagement, including work with a Community Advisory Committee (CAC), we will produce a Vision and Guiding Principles booklet that will establish the General Plan foundation.

PHASE II: EXPLORING COMPTON'S FUTURE

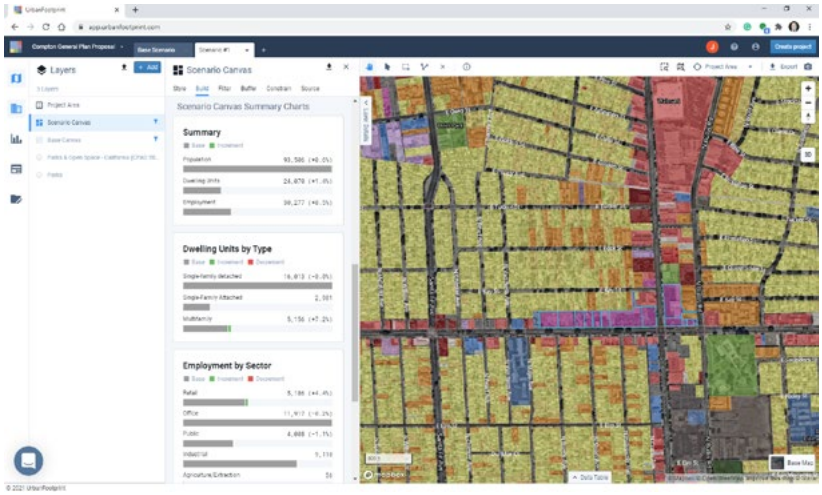
Building upon the background reports, the Vision and Guiding Principles document, and community input, the MIG Team will develop, in close coordination with City staff and the CAC formed for this program, an Options for the Future document to highlight an overall vision for Compton and for the neighborhoods and districts. Concepts will be developed to show options for mobility—and notably the pedestrian realm. This effort may include identifying specific focus areas expected to be the primary locations of change.

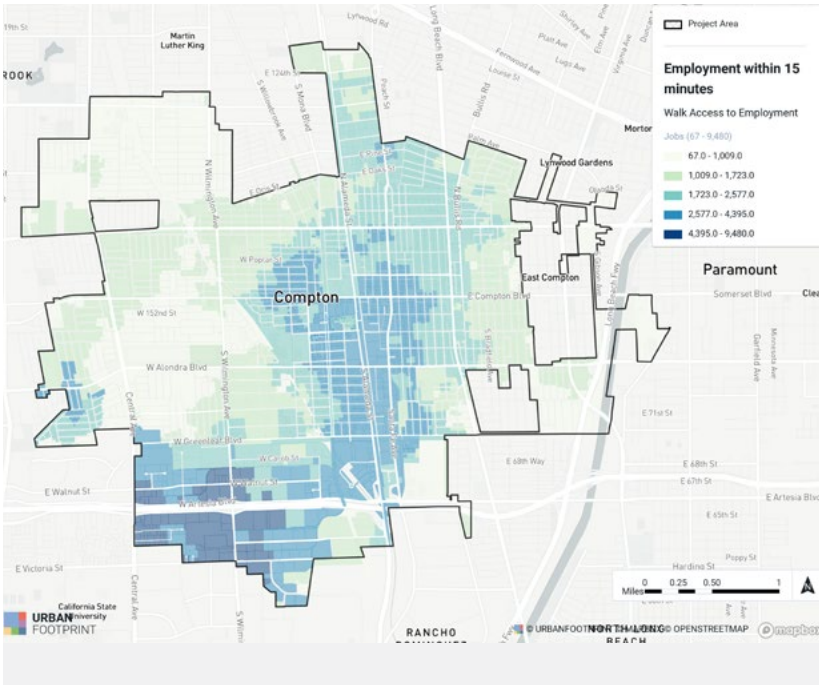
We propose to analyze and present land use and transportation scenarios using the UrbanFootprint application, which includes analytical engines that measure the environmental, transportation, public health, and community impacts of future scenarios, and output specialized indicators regarding existing conditions and future scenarios. With City staff and the CAC, we will conduct a land use/transportation alternatives charrette, with key economic, transportation, and design team leads, to allow for detailed examination and discussion of options and priorities. The key alternatives scenarios selected by the CAC and staff will be presented at a joint meeting with the Planning Commission and City Council for selection of a preferred alternative that will form the basis of the General Plan and EIR analysis.

PHASE III: A PLAN FOR COMPTON 2040

Based on decision-maker direction in Phase II, the MIG Team will prepare the new 2040 General Plan within an element structure approved by City staff. While in the RFP the City recommends a traditional General Plan element structure, we will want you to consider a structure that may better resonate with the community in non-planner language. In the scope of work we present this suggested outline:

- **Our Vision for 2040** (Vision and overview)
- **Our Community** (Land Use, Circulation, and Urban Design)













- **Economic Development** (Works in concert with land use and other policies)
- **Meeting Our Housing Needs** (Sixth cycle Housing Element consistent with land use policy in Our Community chapter)
- **Urban Systems** (Infrastructure Element)
- **Community Culture, Services, and Resources** (Open Space and Conservation Element, plus culture, education, arts, and environmental stewardship)
- **Environmental Justice** (As noted above, the entire General Plan will be written through the environmental justice lens, with this element focused on prioritized community needs related to street and safety improvements, healthy food access, open space and physical activity, reduced pollution burdens, and sustained civic engagement in public decision-making processes.)
- **Public Safety** (Safety and Noise Elements)
- **Preserving Our Heritage** (Historic Preservation Element)
- **Implementation and Action Plan**

The CAC will be asked to review the complete administrative draft General Plan to ensure it captures the spirit of Compton and its aspirations. The General Plan will be highly graphic, focused on action, and formatted for use as an online ePlan.

In Phase III, we will also prepare the Program EIR. The Program EIR will serve two functions: (1) as the document required by law to analyze project impacts, and (2) as an economic development tool to streamline CEQA review of future development projects. We will prepare a Program EIR that analyzes reasonable buildout at the horizon year, thus providing clearance for certain projects consistent with the General Plan.

During this phase we will also conduct a General Plan/Zoning Code and Map consistency analysis to identify any new zones that may need to be created, any Zoning Code amendments necessary to implement land use policies (and Housing Element programs in particular), and any required zoning map amendment. MIG will create the updated zoning map; City staff will undertake the code amendments (as discussed in the RFP).

PHASE IV: CELEBRATING OUR FUTURE

The public review and hearing process for the Compton 2040 General Plan will celebrate the community's earnest work to create a visionary, practical plan. Community workshops and Council/Commission study sessions on the draft General Plan—precedent to public hearings—will allow for interactive discussion and identification of any "tweaks" to be considered during hearings. Following final Council direction, we will produce the final Plan (with the option of converting it into an ePlan) and translate the Plan into Spanish.

Demonstrated General Plan Expertise

The MIG Team's experience preparing General Plans and comprehensive planning documents is unparalleled. Because we focus our comprehensive planning work in California, we have in-depth knowledge of the particularities of California law. For each assignment we undertake, we build from our prior work and experiences to tailor General Plan policy and development regulations for each community. In addition, MIG and our team members are national leaders in inclusive engagement and equitable economic development strategies.

This table highlights MIG's experience preparing General Plans and other relevant planning documents, including associated CEQA/EIRs, utilizing a wide variety of well-proven, interactive, in-person and virtual public engagement techniques. Detailed and additional relevant experience is provided in the following Section 02 Qualifications and Experience.

MIG RELEVANT GENERAL PLANS AND SELECT SIMILAR PLANNING DOCUMENTS

RELEVANT COMPONENTS & PLANNING ISSUES

	Community Engagement	General Plan Update	CEQA Documentation/EIR	Vision & Guiding Principles	Neighborhood Authenticity	Enhancement Strategies	Virtual & In-person Stakeholder Engagement	Multicultural Engagement	Website & Branding	Fiscal & Economic Development	Market Demand & Economic Opportunity	Growth, Intensification & Sphere of Influence	Affordable Housing & Anti-Displacement Strategy	Land Use Planning Best Practices	Multimodal Mobility & Connectivity	Public Services & Infrastructure	GHG & Climate Change	Equity & Environmental Justice	Pedestrian Public Sphere
Santa Fe Springs Comprehensive General Plan Update and Zoning Amendment	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Paramount Housing, Safety, and Environmental Justice Elements	●	●		●	●		●	●				●	●	●		●		●	●
Commerce General Plan, Zoning Code, and EIR	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Cudahy General Plan & EIR & Long-Range Water Conservation and Parks Plan	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●	●	●
Whittier General Plan and EIR	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Long Beach 2030 Focused General Plan - Land Use	●	●		●	●	●		●				●	●	●		●			●
Baldwin Park General Plan, Health & Sustainability Element*, and Environmental Justice Element	●	●	●	●	●			●		●	●	●	●		●	●	●	●	●
Arcadia General Plan and Development Code	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●		●
Claremont General Plan*	●	●	●	●	●	●				●	●	●	●		●	●	●		●
Costa Mesa General Plan	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●		●
Desert Hot Springs General Plan	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
La Palma General Plan	●	●	●	●	●	●		●		●	●	●	●	●	●	●			●
La Puente General Plan and Zoning Code	●	●	●	●	●	●		●		●	●	●	●	●	●	●			●
Monterey Park General Plan and EIR	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Rancho Cucamonga General Plan*	●	●	●	●	●	●				●	●	●	●	●	●	●	●		●
Rialto General Plan*	●	●	●	●	●	●		●		●	●	●	●	●	●	●			●
Riverside General Plan, Zoning/Subdivision Codes, and EIR*	●	●	●	●	●	●		●		●	●	●	●	●	●	●			●
Santa Ana General Plan Technical Studies		●		●	●	●			●	●	●	●		●	●	●	●	●	●
Santa Monica Land Use and Circulation Element	●	●		●	●	●		●				●	●	●	●	●			●
Torrance General Plan	●	●		●	●	●				●	●	●	●	●	●	●			●
Vernon General Plan, Zoning Ordinance, and EIR	●	●	●	●	●	●		●		●	●	●	●	●	●	●	●	●	●
Walnut General Plan, West Valley Boulevard Specific Plan, and EIR	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●		●
Burlingame 2040 General Plan, Zoning Code, and EIR	●	●	●	●	●	●			●	●	●	●	●	●	●	●	●		●
Cupertino General Plan and EIR	●	●		●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Hayward General Plan, ePlan, and EIR	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●			●
Redwood City General Plan, Mixed Use Zoning, and EIR*	●	●	●	●	●	●			●	●	●	●	●	●	●	●	●		●
Mountain View General Plan and EIR	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Richmond General Plan and EIR*	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
San Carlos Focused General Plan Update and Zoning Ordinance	●	●	●	●	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Santa Rosa General Plan Update	●	●		●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
San Antonio Comprehensive and Area Plans, TX	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Charlotte 2040 Comprehensive Plan, NC	●			●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Blueprint Denver, CO	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●

* *APA Award Winner*



Commerce General Plan Update

02 Qualifications and Experience

MIG has selected a highly experienced team of firms and professionals who are ideally suited to prepare the 2040 General Plan Update and EIR. MIG has extensive and successful experience working with each of these firms on innovative general plan update projects. This team has been assembled because of their expertise, innovation, and ability to create a legally comprehensive General Plan and EIR for the City of Compton.

The MIG Team

MIG, INC.

MIG, Inc., improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem solving and collective action. We believe that the physical and social environment around us have a profound impact on our lives, and this belief shapes the principles that guide our work:

- Communities can plan their own futures.
- The world needs an ecological perspective.
- Great projects work for everybody.
- Elegant design inspires new thinking.
- Every project presents an opportunity to advance racial and social equity.
- All work should be context driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built worlds are mutually dependent.

THE NATELSON DALE GROUP

The Natelson Dale Group, Inc. (TNDG) is a real estate economic and financial consulting firm providing public and private sector clients with real estate market forecasts and development feasibility studies, pro forma financial analysis, economic development strategic plans, General Plan economic studies and policies, and fiscal impact analysis and modeling. Reflecting their philosophy that General Plans are most effective at transforming communities when they are based on economically feasible development concepts, TNDG combines state-of-the-art analytical capacities with the unique ability to craft an implementable vision. TNDG has prepared General Plan Economic Studies for numerous cities including Garden Grove, Long Beach, Los Angeles, Monterey Park, and Redondo Beach, among many others. TNDG also prepared an economic development strategic plan for the City of Compton in 1996 and has a substantial base of experience in surrounding Southeast Los Angeles cities, including Bell Gardens, Carson, Commerce, Huntington Park, Inglewood, Lakewood, Long Beach, Pico Rivera, Signal Hill, and South Gate.

VERONICA TAM AND ASSOCIATES, INC.

Since 2005, **Veronica Tam and Associates, Inc. (VTA)** has provided housing and community development consulting to local jurisdictions throughout California including Housing Element updates, special housing studies, Analysis of Impediments to Fair Housing Choice/Assessment of Fair Housing, Consolidated Plans and related reports, and grants administration and technical assistance.

ITERIS

With experts in the fields of transportation planning, traffic engineering, and ITS, **Iteris** has provided comprehensive services ranging from initial traffic impact studies, travel-demand modeling, planning, and systems engineering to conceptual/detailed complete streets design for over 35 years. Iteris will support MIG by providing traffic analysis and travel-demand forecasting services to evaluate the update to the General Plan and provide documentation for the environmental document. Key staff assigned to the General Plan Update are very familiar with the City of Compton, through recent planning efforts on the Compton Station TOD Plan, as well as the 501-601 East Compton Boulevard Specific Plan.

BKF ENGINEERS

For 105 years, **BKF Engineers (BKF)** has delivered inspired infrastructure to its clients. BKF's services include civil engineering, land surveying, and land planning for government agencies, institutions, developers, architects, contractors, school districts, and corporations. Their markets include transportation, public works, healthcare, education, residential, commercial, industrial, and corporate. Through their network of 15 offices throughout California, BKF has developed extensive local knowledge that provides them with a keen understanding of issues relating to municipal infrastructure and public services.

ARCHITECTURE + HISTORY, LLC

architecture + history, llc (a+h) is a woman-owned, small business focusing on historic preservation and urban planning. For almost three decades, Principal Bridget Maley has successfully managed similar, complex preservation and urban planning-related projects for many Southern California municipalities including Anaheim, Glendale, South Pasadena, Whittier, Palm Springs, Santa Monica, Los Angeles, West Hollywood, Fresno, San Diego, San Pedro, and Riverside. She has completed numerous projects related to general and specific plans for California municipalities. Her work informs local governments about the types of historic resources that might be encountered in planning for residential, commercial, industrial, and civic neighborhoods during general plan updates and amendments. Bridget is adept at all aspects of the CEQA process and how historic resources are evaluated, assessed and considered during CEQA review. Working with MIG, a+h recently updated the City of Whittier's Historic Preservation Element through the General Plan Update.

URBAN SEMILLAS

Urban Semillas is a socially conscientious and community-based consulting firm with a focus on social and environmental justice issues and a goal to empower people at the grassroots level and across sectors to participate in local and statewide issues that impact the communities they live in. Principal Miguel Luna is sought after and respected locally, regionally, and statewide for his expertise in working with diverse communities on social justice issues and advocacy, and for his ability to utilize community reconnaissance in order to develop and implement effective outreach tools and mechanisms for grass-roots coalition building and consensus.

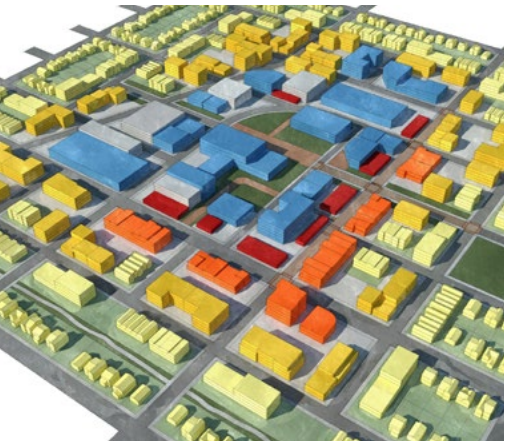
Urban Semillas specializes in cultivating relationships with and between community-based organizations, businesses, elected officials, environmental organizations, academia, governmental agencies, and individual stakeholders at the grass-roots level. The practice has a specific focus in fostering participation in planning efforts among people who might not have participated in the past, including monolingual and bilingual Spanish speakers, and moderating effectively among people who might anticipate little common ground. Miguel is particularly knowledgeable in online engagement management and digital meeting and conference facilitation. Over the last two decades, he has worked on issues and projects that have led to the augmentation of urban green space, watershed planning, and bringing resources to underserved communities, and master planning projects at the city and county level.

Team Resources

MIG has served public and private clients of every size and jurisdiction—from cities, counties, and special districts to regulatory agencies and developers—as a full-service planning and design firm. Our dedicated staff of 230+ has the background and experience to prepare plans and design documents for a wide variety of projects, including site-specific infrastructure, residential, institutional, mixed-use and transit-oriented developments; downtowns and streetscapes; and broader policy initiatives like specific, general, comprehensive, and regional plans, as well as open space and parks plans.

GENERAL PLANS AND HOUSING ELEMENTS

At MIG, every project is viewed as a new opportunity to apply our expertise and to collaborate on new approaches and techniques that advance the livability and equity of a community. MIG's experience in creating integrated, forward-thinking, and implementable general plans has resulted in noticeable, positive change for our client communities. We utilize the latest and most effective public outreach and engagement tools to build community support for the process and develop meaningful input and analysis, including informational graphics, web-based documentation, and social media. We also have extensive experience developing effective implementation strategies and have watched our projects result in actionable change.







MIG is a recognized expert in crafting effective and implementable Housing Elements; during the fourth and fifth Housing Element cycles, our staff of housing experts helped more than 25 cities throughout the State achieve certified Housing Elements. We recently helped the cities of South El Monte, Desert Hot Springs, Fresno, and Cudahy complete their HCD-certified Housing Elements. At the end of 2020, we completed sixth cycle updates for the cities of Paso Robles and Atascadero; HCD has found both these Housing Elements in compliance with State law. Our teaming partner VTA is well known for their expertise in State Housing Element law. They have prepared Housing Elements for jurisdictions throughout the State and maintain an excellent track record of receiving State certification. For the fifth cycle, they prepared close to 60 Housing Element updates in the San Diego, SCAG, ABAG, AMBAG, and FCOG regions. VTA is currently leading or advising in over 25 Housing Element updates in the SANDAG and SCAG regions that are being prepared as part of the comprehensive General Plan updates. This recent experience provides the MIG Team with a thorough understanding of new housing laws and HCD expectations.

COMMUNITY OUTREACH AND PUBLIC ENGAGEMENT

MIG designs and implements multileveled, well-documented community engagement programs aimed at increasing public confidence in decision-making. MIG uses proven facilitation techniques and succinct, easily understood information to ensure that the community and stakeholders understand pertinent issues and that agencies receive meaningful community input. Our public engagement approach enables the community to contribute ideas, solutions, and strategies for addressing issues, which results in supported and successful projects. Prior to COVID-19 constraints on in-person engagement activities, MIG pioneered the use of digital tools to extend the reach of public participation.

EXPERIENCE AND KNOWLEDGE WITH EQUITY, DIVERSITY, AND INCLUSIVENESS

Inclusive and equitable planning is a part of the DNA at MIG. For nearly four decades, MIG has developed holistic approaches to embedding and advancing equity in all our projects.

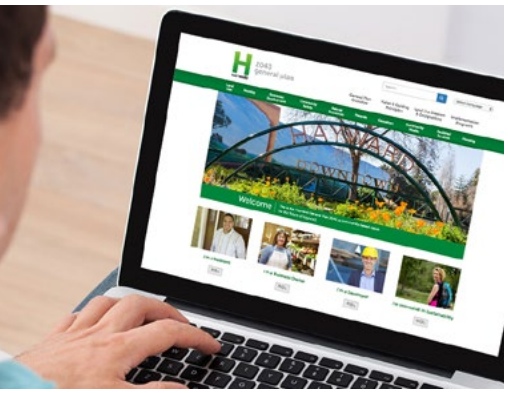
We believe in bringing diverse communities and diverse perspectives together to plan for inclusive prosperity, resiliency, and well-being. We work with people and systems to break down the profound racial inequities that persist and to address the symptoms and root causes of the problem. We challenge ourselves to think critically about equity, diversity, and inclusion, with the goal of creating better outcomes for everyone.

In 2018, we officially established our MIG Equity Studio, an extension of MIG's deep commitment to creating healthy and thriving communities for everyone. The Equity Studio is a cross-firm collaborative of MIG team members committed to advancing cross-discipline approaches to embed equity in our projects and planning processes, and to infuse equity across all MIG service areas. Our goal is impact: transformative change that creates equitable outcomes.

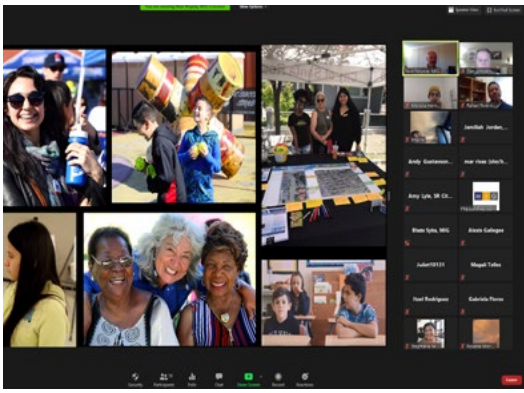
Our team's proven diversity, equity, and inclusiveness capabilities are demonstrated through our recent work with Santa Clara County, California Institute of Behavioral Health Solutions, Oregon's Metro Regional Government, and KUOW Puget Sound National Public Radio, among many others.

ENVIRONMENTAL DOCUMENTATION

MIG's environmental team consists of experienced planners with expertise in the preparation and management of environmental impact assessments pursuant to CEQA and NEPA. We have a proven record of quickly becoming familiar with, and adhering to, local jurisdictional requirements. We ensure that all environmental documents are prepared to meet legal requirements and withstand public scrutiny.







MIG staff has managed and prepared all types of CEQA environmental documents, from simple Categorical Exemptions, Initial Studies, and Addendums to complex, multiphase EIRs and specifically EIRs for many of our general plan updates.

INNOVATIVE SKILL SETS

GIS Analysis and Mapping

We have the technical and analytical capability to perform a variety of GIS analyses, including land use modeling, site suitability analysis, holding capacity and buildout analysis, data collection and conversion, database creation, and natural resource mapping. We have extensive experience using the ArcGIS family of software products and have an in-depth knowledge of ArcMap, Spatial Analyst, and 3D Analyst. We maintain an extensive database of up-to-date geospatial information. We incorporate GIS mapping and analysis into all of the services we provide. We analyze GIS data for baseline studies and alternatives analysis. We prepare small maps for documents and reports and large-scale maps for use in our public participation efforts.

UrbanFootprint Scenario Planning

We analyze land use scenarios for identified focus areas using UrbanFootprint. UrbanFootprint software includes analytical engines that measure the fiscal, environmental, transportation, public health, and community impacts of future scenarios, and that output specialized indicators regarding existing conditions and future scenarios. The UrbanFootprint data can be used for discussion with stakeholders and decisionmakers regarding the outcomes associated with each scenario. This allows decisionmakers to compare the alternatives and select those that best implement a Community Vision and adhere to General Plan Guiding Principles. UrbanFootprint data can be integrated into GIS. Using the GIS output data, we can then create a Preferred Land Use Plan.

In-House Customized "Tool Box" Photo Simulations

We have an extensive in-house tool box of development scenarios and streetscape improvements in Photoshop that can be used to create customized photo simulations in an extremely cost-effective manner. Similar to maps, the photo simulations have multiple layers to show how these changes can be phased over time and how different approaches to development and placemaking can be achieved in different ways.

Visualization Tools

Visualization tools can be a valuable aspect of a design process to help members of the public, stakeholders, and City staff compare development concepts to existing conditions. We employ SketchUp to create high-resolution image files that can be used in a PowerPoint show, in print materials, or on websites. Using SketchUp, we can create a base model that shows the existing project area buildings, open spaces, and major transit corridors. The model includes limited portions of the surrounding neighborhoods to provide context. The program can also create alternatives that test variations in building use, height, massing, and location. Each alternative can be placed in context of the site using the Existing Conditions Model so that viewers can see the relationship between potential design solutions and the existing context of the site. The model can create views for each alternative that highlight key features of, and differences between, the designs.

Interactive Engagement and Outreach

We use social media tools such as Twitter, Facebook, blogs, Foursquare, and Tumblr to engage audiences, build relationships, and deliver messages to a broad spectrum of individuals. Use of Survey Monkey, Lime Survey, or Mapita for surveyscan help provide important feedback in a well-organized manner from stakeholders and community members who are connected to the internet. We employ electronic polling software for land use and design charrettes. The polling pads help get feedback when we are testing different ideas for various land use alternatives relating to development scenarios, mobility, placemaking, commerce, social gathering, etc.

The use of polling pads provide immediate quantifiable feedback and clearly show which ideas have immediate and maximum buy-in and which ideas and opportunities have potential for further discussion and improvement, as well as help prioritize certain land use and urban design concepts and create momentum for future implementation.

Virtual Capabilities

As the situation around COVID-19 continues to evolve, the MIG Team recognizes that it is essential to adapt and move forward with community engagement efforts for our projects. Although in-person meetings and events are temporarily postponed, our team members are also skilled in the use of virtual project management tools that promote team and client collaboration when in-person meetings are not feasible.

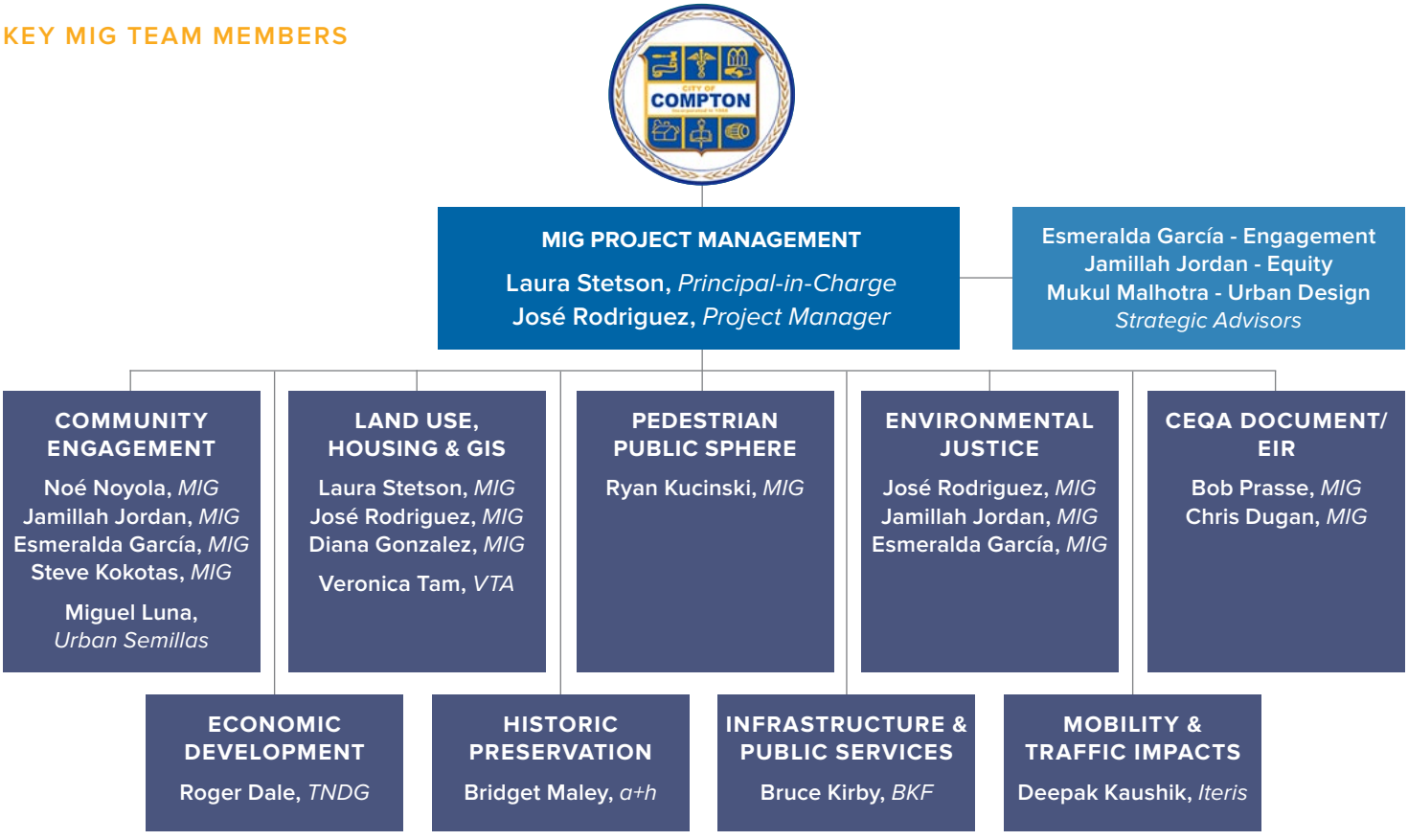
MIG is skilled in a wide range of platforms to respond to client needs and preferences. MIG often combines the use of video conferencing (e.g., Zoom and Zoom Webinar) with a digital white board (e.g., Mural) to manage project activities and team member contributions in virtual settings. Multiple digital white boards with managed access can be created to reveal and demonstrate the full array of technical assistance activities being provided.

The ability to create a pdf snapshot of the results of each work session provides transparency and documentation while reducing the effort spent on interim summaries and meeting notes. Additional virtual tools, such as Loom, allows for the quick and easy creation of short video files, which can be shared with technical assistance recipients to provide direction and explanation as needed.

Key Personnel

The MIG Team will be led by Principal-in-Charge **Laura Stetson, AICP** and Senior Project Manager **José Rodriguez**. Laura and José have spent the last 20 years working together to prepare innovative, meaningful plans and durable solutions that have been implemented in a wide range of communities including Long Beach, Monterey Park, Brea, Claremont, Rancho Cucamonga, Rialto, Colton, Torrance, Costa Mesa, and Walnut, and currently in Santa Fe Springs, Commerce, Paramount, and Whittier. Supporting our team is a deep bench of experienced and dedicated technical team members made up of MIG staff and subconsultants. These key team members are identified in the graphic below with qualifications provided in the summarized resumes beginning on the following page.

KEY MIG TEAM MEMBERS



RESUMES

MIG Team Staff/Role	*Credentials*	*Relevant Experience*
Laura R. Stetson, AICP Principal-in-Charge ***Areas of Expertise:*** Land Use Planning, General Plans, Zoning Codes, Specific Plans, Meeting Facilitation, Project Management	» BS, Environmental Earth Science, Stanford University » Graduate Coursework, Public Administration, American University » Member, AICP » Member, California Planning Roundtable	» Over 30 years of experience preparing general plans and other community planning studies; housing elements; zoning codes and other regulatory documents; and CEQA documentation, programmatic- and project-level » General Plan updates in Arcadia, Baldwin Park, Brea, Burlingame, Costa Mesa, Cudahy, La Puente, La Palma, Rancho Cucamonga, Rialto, Colton, Long Beach, Monterey Park, Santa Fe Springs, Paramount, Downey, Torrance, Redwood City, Walnut, Whittier, Vernon, and Commerce, as well as zoning code updates for Arcadia, Baldwin Park, Burlingame, La Palma, La Puente, La Mirada, Duarte, Garden Grove, and San Luis Obispo
José M. Rodriguez Project Manager ***Areas of Expertise:*** Land Use Planning, GIS, General Plans, Zoning Codes, Meeting Facilitation, Project Management	» MA, Urban Planning, UCLA » BS, Urban and Regional Planning, Cal Poly Pomona » AICP, 2002	» Over 20 years of experience managing and preparing general plan elements and comprehensive general plan updates for cities throughout California » Projects include Santa Fe Springs, Garden Grove, Santa Ana, Monterey Park, Claremont, Desert Hot Springs, Manhattan Beach, Paramount, Long Beach, Redwood City, Torrance, Costa Mesa, Walnut, and Whittier, as well as the Los Alamitos Zoning and Subdivision Code
Esmeralda García Strategic Advisor - Community Engagement ***Areas of Expertise***: Community Engagement, Diverse Communities, Environmental Justice, Strategic Communications	» BA, Art History, California State University, Los Angeles » Member, Transportation Research Board, Environmental Justice Committee » Bilingual Spanish Speaker » Member of MIG Equity Studio	» Over 30 years of experience managing complex planning projects addressing a wide range of issues, from land use and transportation to social equity, health, and environmental justice » Extensive public engagement experience with disadvantaged communities with projects such as Commerce General Plan Update, Our LA 2040 General Plan Community Engagement, Whittier General Plan Update, and Metro I-710 Livability Initiative, and Manchester/Broadway Streetscape Improvements
Jamillah Jordan Strategic Advisor - Equity ***Areas of Expertise***: Equity, Environmental Justice, Community Engagement, Diverse Communities, Community Planning	» MA, Urban Planning, UCLA » BA, Psychology and Community Studies, University of California, Santa Cruz » Bilingual Spanish Speaker » Director of MIG Equity Studio	» As Director of MIG Equity Studio, works with a wide range of public and private sector partners to apply an equity lens to social policies, community development projects and public health initiatives » Projects include Baldwin Park Health and Sustainability Element; Charlotte Future 2040 Comprehensive Plan, NC; Engage Moval Disadvantaged Communities Outreach Toolkit, Moreno Valley; Santa Rosa 2050 General Plan
Mukul Malhotra Strategic Advisor - Pedestrian Public Sphere ***Areas of Expertise***: Urban Design, Placemaking, Urban Greening, Complete Streets, Neighborhood Revitalization, Downtowns, TOD	» MUD, University of California, Berkeley » Diploma in Architecture, Sushant School of Art and Architecture, Gurgaon, India » Board of Directors, America Walks	» Award-winning urban designer and nationally recognized expert and innovator in complete streets with over 20 years of experience » Projects include the Los Angeles Great Streets Corridors; Manchester Broadway Streetscape Plan, Los Angeles; Gold Line TOD Plans and Market Studies, East Los Angeles; El Cerrito Urban Greening Plan; San Antonio Tomorrow Comprehensive Plan and Sub-Area Plans, TX; Richmond General Plan Update
Ryan Kucinski, LFA Pedestrian Public Sphere Lead ***Areas of Expertise***: Urban Design, Urban Planning, Placemaking, Urban Greening, Community Development; Neighborhood Revitalization	» MUP, University of Southern California » BA, Environmental Design, State University of New York at Buffalo » Living Future Accreditation (LFA)	» Leverages his understanding of the most ambitious, advanced, and holistic design standards to help communities reimagine how to plan systems and rebuild cities by addressing the defining issues of the 21st century » Projects include Los Angeles MRCA River Center; Barrio Logan Community Plan Update, San Diego; County of San Diego Twin Oaks Community Plan Update; Clairemont Community Plan Update, San Diego

RESUMES

MIG Team Staff/Role	*Credentials*	*Relevant Experience*
Noé Noyola Community Engagement Lead ***Areas of Expertise:*** Community Engagement, Diverse Communities, Equity, Environmental Justice, Community Planning	» MCP, University of California, Berkeley » BA, Political Science and Spanish, Sonoma State University » Bilingual Spanish Speaker » Member of MIG Equity Studio	» For 15 years, Noé's cultural competency, fluency in Spanish, and mastery of process and meeting facilitation has enabled him to effectively bridge technical content with impacted, and often under-served, stakeholder communities » Projects include Salinas Housing and Community Development Needs Assessment; Franklin Boulevard Complete Streets and CADA O Street Corridor Streetscape Activation and Connectivity Plan in Sacramento; Iron Triangle Streetscape Transformation, Richmond; Union City General Plan Update
Steve Kokotas Website Lead ***Areas of Expertise:*** Web Development and Technology, General Plan ePlans	» MUP, University of Illinois, Chicago » BA, Social Sciences, University of California, Berkeley » Undergraduate Studies, Economics, Northwestern University	» Over 20 years experience synthesizing, analyzing, and communicating complex multidisciplinary urban planning data and developing innovative information management, communication and visualization web tools, and services » Project websites include the San Antonio Tomorrow Comprehensive Plan; City of Hayward General Plan; OurLA2040 General Plan; and the Santa Ana General Plan web design and development
Diana Gonzalez Land Use and GIS Lead ***Areas of Expertise***: General Plans, Housing Elements and Plans, GIS	» MA, Urban Planning, and BA, Political Science and Communications, University of California, Los Angeles, CA » Bilingual Spanish Speaker	» Over 20 years of experience with a broad range of land use planning, graphic, and GIS mapping » Experience includes General Plans for Whittier, Monterey Park, and Torrance and Housing Elements for Desert Hot Springs, South El Monte, San Juan Capistrano, Fresno, Loma Linda, San Marcos, La Mesa, Alhambra, and Garden Grove
Bob Prasse CEQA/EIR Lead ***Areas of Expertise***: CEQA/NEPA, General Plans	» MURP and BA, Public Affairs (Urban Planning), University of Southern California	» Over 30 years of urban planning and environmental analysis experience providing planning and project management services for EIRs, general plans, specific plans, and zoning ordinances throughout Southern California » Projects include EIRs for the Cudahy, Whittier, Monterey Park, and Santa Fe Springs General Plans
Chris Dugan Air Quality, GHG, Noise ***Areas of Expertise***: CEQA/NEPA, Air Quality, GHG, Noise Analysis	» BS, Natural Resource Management, Rutgers University	» 12 years of CEQA clearance experience with particular skill in noise, air quality, and GHG impact analyses » Experience includes the Burlingame 2040 General Plan Update, Program EIR, and Climate Action Plan Update; Cudahy 2040 General Plan and Program EIR; and Smoky Hollow Specific Plan Program EIR in El Segundo
Miguel Luna Community Engagement, *Urban Semillas* ***Areas of Expertise***: Community Outreach and Engagement, Facilitation, Constituency Building, Stakeholder Education	» CicLAvia - Boardmember » Community Nature Connections, Boardmember, Chair » LA Development Fund Advisory Board Member » Bilingual Spanish Speaker	» Expertise working with diverse communities on social justice issues and advocacy, and utilizing community reconnaissance in order to develop and implement effective outreach tools and mechanisms for grass-roots coalition building and consensus » Experience includes HACLA Vision Strategy Plan, Whittier Narrows Recreation Area Master Plan Public Outreach, Lower LA River Master Plan, Engaging Disadvantaged Communities in Resource Management, Southeast LA Arts Festival, and Boyle Heights Metro Property Development Design Guidelines
Veronica Tam, AICP Affordable Housing and Anti-Displacement, *VTA* ***Areas of Expertise***: Housing Policy, Community Development	» MA, Urban Planning, University of California, Los Angeles, CA » BES, Urban and Regional Planning, University of Waterloo, Canada » Member, AICP	» 30 years of experience as a housing specialist and a recognized expert in California Housing Element updates » Prepared close to 60 fifth cycle Housing Element updates in the San Diego, SCAG, ABAG, AMBAG, and FCOG regions and currently participating in 25 sixth cycle Housing Element updates in the SANDAG and SCAG regions » Served on SCAG's Panel of Housing Experts and provided consultation for staff regarding criteria for identifying infill sites and Housing Element requirements for adequate sites analysis

RESUMES

MIG Team Staff/Role	*Credentials*	*Relevant Experience*
Roger Dale Fiscal Impact and Market Analysis Lead | TNDG ***Areas of Expertise:*** Real Estate Market Forecasting, Pro Forma Financial Analysis, Fiscal Impact Analysis, Cost/Benefit Assessment, Redevelopment/Revitalization Strategies, Business Retention/ Attraction, Workforce Development Program Assessments, and Economic Development Strategic Plans	» MA, Resource and Environmental Economics, UC Riverside » BA, Economics, Claremont McKenna College	» Over 33 years of experience in real estate development, economic development, regional economic analysis, and financial forecasting » Projects include the 1996 City of Compton Economic Development Strategic Plan; Market and fiscal impact studies for proposed big box retail centers in Commerce, Carson, Huntington Park, Lakewood, and Long Beach; Market opportunities study for Compass Blueprint Demonstration Project for Florence/La Brea TID in Inglewood; Case study profile for Los Jardines shopping center in Bell Gardens; Ventura County 2040 General Plan Fiscal Analysis; Calabasas General Plan Update Market and Pro Forma Financial Analysis; Monterey Park General Plan Update Market and Fiscal Impact Analysis; Alhambra Update Market and Pro Forma Financial Analysis; Los Angeles General Plan Framework Study Land Use and Cost/Benefit Forecasts
Bridget Maley Historic Preservation Lead a+h ***Areas of Expertise:*** Architectural History, Historic Preservation, Environmental Review, and Urban Planning	» MA, Architectural History, University of Virginia, School of Architecture, Charlottesville » BA, History, Salem College, Winston-Salem, NC	» Over 25-years of experience developing award-winning solutions to the historic and cultural preservation of unique community resources » Projects include the Whittier General Plan Update Historic Preservation Element; San Francisco Civic Center Plaza and Historic District Cultural Landscape Inventory; Oakland Downtown Specific Plan and EIR; South Van Ness Industrial Area Historic Resources Survey, Fresno
Bruce Kirby, PE, QSD/QSP Infrastructure Lead | BKF ***Areas of Expertise***: Public Infrastructure Systems, Civil Engineering, Master Planning	» BS, Civil Engineering, Cal Poly Pomona » Civil Engineer, CA No. 42393 » QSD/QSP, CA, No. 20900 » ENV SP	» Over 35 years of experience in preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer and water infrastructure systems for master planned community, industrial, institutional, educational, retail, commercial, and recreational projects throughout southern California » Projects include the Riverside City College Master Plan Update; Orange Coast College Campus Master Plan, Costa Mesa; and Vanguard University Student Union Master Plan, Costa Mesa
Deepak Kaushik, PE Mobility and Traffic Impact Analysis Lead | Iteris ***Areas of Expertise***: Transportation and Multimodal Planning, Travel Demand Modeling, Transit	» BS, Civil Engineering, University of California, Irvine » Professional Civil Engineer, CA #72838	» Over 17 years of transportation planning and engineering experience, which includes transportation systems analysis, multimodal mobility planning, highway operations, traffic safety, and travel-demand modeling » Projects include the Compton Boulevard Complete Streets Planning and KBK Site Traffic Impact Analysis; Murrieta Focused General Plan; and Thousand Oaks General Plan and PEIR

Detailed Experience

Experience is key. The MIG Team has unparalleled experience leading General Plan update projects for a variety of cities and counties throughout California. Our deep community engagement, technical, legal, and environmental experience will be critical on this project, and can be leveraged by the City of Compton during all phases of the General Plan Update.

MIG KEY RELEVANT EXPERIENCE

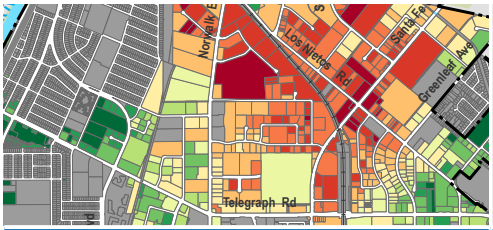
Long Beach Land Use Element

» Comprehensive update of Land Use Element with the introduction of PlaceTypes designations, which provides collaborative direction on land uses and physical design characteristics of neighborhoods, districts and corridors
» Developed goals and policies related to environmental justice and resiliency and recovery
» Prepared an expansive build-out model that recognizes that each PlaceType designation allows for a range of uses, from residential to non-residential uses

Reference:
Christopher Koontz, Deputy Director; 562-570-6288
christopher.koontz@longbeach.gov



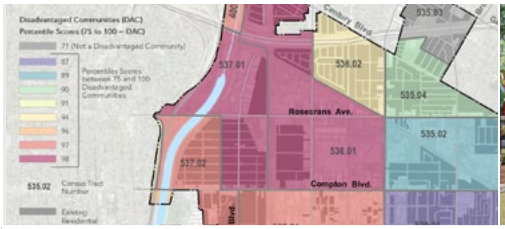
MIG KEY RELEVANT EXPERIENCE



Santa Fe Springs Comprehensive General Plan Update and Zoning Amendment

- General Plan Update and Zoning Code amendments to implement land use policy
- Housing Element Update to accommodate over 900 new housing units
- Environmental Justice Element incorporates strategies to improve neighborhoods conditions and mitigate pollution burdens associated with large manufacturing industries, soil contamination, years of oil extraction activity, transportation corridors, and trucking traffic
- Robust engagement program facilitated during the COVID-19 pandemic; retooled from in-person meetings to digital, social media, project website, online surveys, and Zoom meetings
- Additional outreach to disadvantaged community residents through door-to-door paper survey and flyer distribution and collection

Reference:
Wayne Morrell, Director of Planning
562-868-0511 | waynemorrell@santafesprings.org



Paramount General Plan Housing, Safety, and Environmental Justice Elements

- Update of the Housing Element and Safety Element to comply with state laws
- New Environmental Justice Element will address the pollution burdens associated with large and diverse industrial businesses in the community and recognizes socioeconomic challenges related to lower educational attainment levels, housing burden costs, poverty rates, low birth weight, and linguistic isolation
- Engagement and extensive mapping analysis have contributed to identifying disadvantaged community needs at the neighborhood level, including areas lacking ready access to parks and healthy foods
- Community engagement program includes extensive stakeholder interviews, community surveys, focus group meetings, and community workshops, as well as use of social media and digital and print flyers both in English and Spanish

Reference:
John King, Assistant Planning Director
562-220-2049 | JKing@paramountcity.com



Commerce General Plan and Zoning Update, Corridor Specific Plans, and EIR

- Goals and policies and implementation measures will balance opportunities to attract new business to the City, re-envision new and different business sectors, and identify planning tools to realize a transitioning economy with neighborhood preservation/compatibility, equity, environmental justice, climate change/resiliency, and health and wellness
- The Specific Plans, with the General Plan and Zoning Ordinance Update, create a development framework and identify pedestrian realm, street infrastructure and urban design opportunities
- Robust community engagement process included pop-up demonstrations designed as an interactive environment aimed to attract and engage participants of all ages and backgrounds with all materials translated to Spanish.

Reference:
Jose Jimenez, Economic Development & Planning Director; 323-722-4805
JJimenez@ci.commerce.ca.us



Cudahy General Plan and Focused Zoning Code Update, and EIR

- Built around the land use and urban design concepts of neighborhoods and districts
- Provided clear implementation plans for Atlantic Boulevard, the innovative industrial district, and re-invigorating neighborhoods
- Looked to establish a distinctive "town center," providing governmental and civic uses, public space, office, and residential uses all in a mixed-use concept
- Focused on environmental justice issues and improving health and sustainability
- Prepared Program EIR that addressed SB 743
- Prepared Focused Update to the Zoning Code and Water Conservation and Parks Plan to implement General Plan goals and policies

Reference:
Sal Lopez, Community Development Director
323-773-5413 | slopez@cityofcudahyca.gov



Whittier General Plan Update and EIR

- Ongoing comprehensive update to General Plan and preparation of EIR
- Updated General Plan will define City's vision, guiding principles, and options for a successful future
- Extensive community engagement program to keep residents informed and engaged throughout the process that includes traditional outreach techniques, such as stakeholder interviews and community workshops, as well as innovative techniques, such as a multimedia campaign
- Updated General Plan will establish new policies to address sustainability, climate change, environmental justice, and community health

Reference:
Jeff Adams, Director of Community Development; 562-567-9320
jadams@cityofwhittier.org



Baldwin Park General Plan, Zoning Code and Health and Sustainability Element

- Comprehensive General Plan Update and subsequent overhaul of City's 1950s-era Zoning Code addressing strategies to establish a pedestrian core for Downtown and a new mixed-use district to complement the Metrolink station
- Prepared subsequent APA award-winning, new General Plan element for healthy communities and environmental sustainability strategies based on extensive health and environmental research
- Focused opportunities for healthy living, creating active built environment, improving air/water quality, and conserving energy and natural resources
- Comprehensive bilingual community engagement program

Reference:
Ron Garcia, City Planner
626-813-5261 | rgarcia@baldwinpark.com

MIG KEY RELEVANT EXPERIENCE



I-710 Livability Initiative - Complete Streets and Active Transportation Plan

- Worked with Metro and the Gateway Council of Governments to develop a set of recommendations that focus on opportunities for enhancing livability of street corridors by balancing the needs for Complete Streets and Active Transportation
- Key focus on access to parks open space and recreation, inclusion of public art, connections to the Los Angeles River, improved public health through fitness and well-being, and opportunities for sustainable improvements and green infrastructure
- Developed a set of alternatives that included recommendations for geometric improvements and urban design interventions, including streetscape amenities, and safety improvements
- Received the 2019 Los Angeles Section APA award for Transportation Planning

Reference:
Ernesto Chaves, Director, Highway Program, Metro; 213-922-7343 | chavese@metro.net



Manchester/Broadway Corridors Revitalization, City of Los Angeles

- Developed a design framework for the Manchester/Broadway corridors to greatly improve access, a sense of safer connection, and visibility to the Manchester Metro Silver Line BRT Station, thereby fulfilling its potential as a community friendly, gateway street
- Developed a community-led and community based vision that will ultimately result in traffic calming that maintains vehicle flow, includes public art, and provides pedestrian and bicycle connections
- Worked with CD8 and community partners to develop key project messaging, educational materials, and a variety of graphics and illustrations to encourage meaningful community input
- Final conceptual designs were used to obtain grant funding that will take the project into its next phase

Reference:
Kristen Gordon, Economic Development Deputy, City of Los Angeles Council District 8 213-473-7008 | kristen.gordon@lacity.org



Compton Public Realm: Compton Creek Natural Park and Greenleaf Parkway Parks

- **Compton Creek Natural Park** is the result of a collaborative effort between the Mountain Recreation Conservation Authority (MRCA) and Compton Unified School District to develop a natural park integrated with an outdoor learning environment to serve both Washington Elementary School adjacent to Compton Creek and the surrounding community; multi-use trail along Compton Creek with interpretive signs; a community plaza and picnic area as well as a small amphitheater; exercise stations, and a multi-use lawn
- Planned and designed two new parks for the City of Compton—Walton Park and the Mayo Park—under the **Greenleaf Parkway** electric utility easement; parks feature decomposed granite and rubberized public trails, fitness stations, drought-tolerant plantings, benches, water fountains, bike racks, and pet care stations

Reference:
Liz Jennings, MRCA (Compton Creek Natural Park); 323-221-9944

ADDITIONAL MIG TEAM EXPERIENCE



Economic Development Analysis Prepared by TNDG

- **Costa Mesa General Plan Update Fiscal Impact Model and Real Estate Market Forecasts:** working with MIG staff, TNDG developed a user-friendly Fiscal Impact Model to evaluate the potential fiscal impacts of various General Plan alternatives/scenarios
- **Antioch Economic Baseline Analysis and Economic Development Strategic Plan:** citywide economic development policies, as well as marketing materials focused on leveraging key developable areas
- **Vista Economic Development Strategic Plan:** focused on opportunities for Vista to more fully leverage strong growth in San Diego County's IT and biotech clusters, as well as expanding its Downtown as an entertainment/arts destination



Mobility Planning and Traffic Impact Analysis Prepared by Iteris

- **Compton Station TOD Specific Plan and EIR:** providing transportation planning services; preparing a traffic impact analysis in support of the TOD's CEQA documentation, utilizing the SCAG model to estimate future traffic growth, mode split, and VMT for the TOD area; and Preliminary Parking Study and Parking Management Plan, focused on the current and anticipated parking conditions in the area, as well as policies that support TOD and encourage active transportation
- **Compton Complete Streets Planning and 501-601 East Compton Boulevard Traffic Impact Analysis:** prepared complete streets planning and design services, as well as a traffic impact analysis, to re-imagine the Compton Boulevard corridor between Alameda Street and Santa Fe Avenue



Fifth and Sixth Cycle Housing Elements Prepared by VTA

- Nearly 60 **Fifth Cycle Housing Element updates** in the San Diego, SCAG, ABAG, AMBAG, and FCOG regions, particularly: Alhambra; Buena Park; Burbank; Chino; Costa Mesa; El Segundo; Hawthorne; Lawndale; Lomita; Long Beach; Redondo Beach; South Gate; West Hollywood
- **Sixth Cycle Housing Elements** in the SANDAG and SCAG regions include: Camarillo*; Corona*; Culver City; El Cajon; Escondido; Gardena; Imperial Beach; La Mesa; Long Beach*; Los Angeles County*; National City*; Oceanside; Palmdale; Port Hueneme*; Rancho Cucamonga; Riverside*; San Clemente; San Diego County*; Santee; Simi Valley; Thousand Oaks; Ventura; Vista*; Walnut

**serving as a strategic advisor*

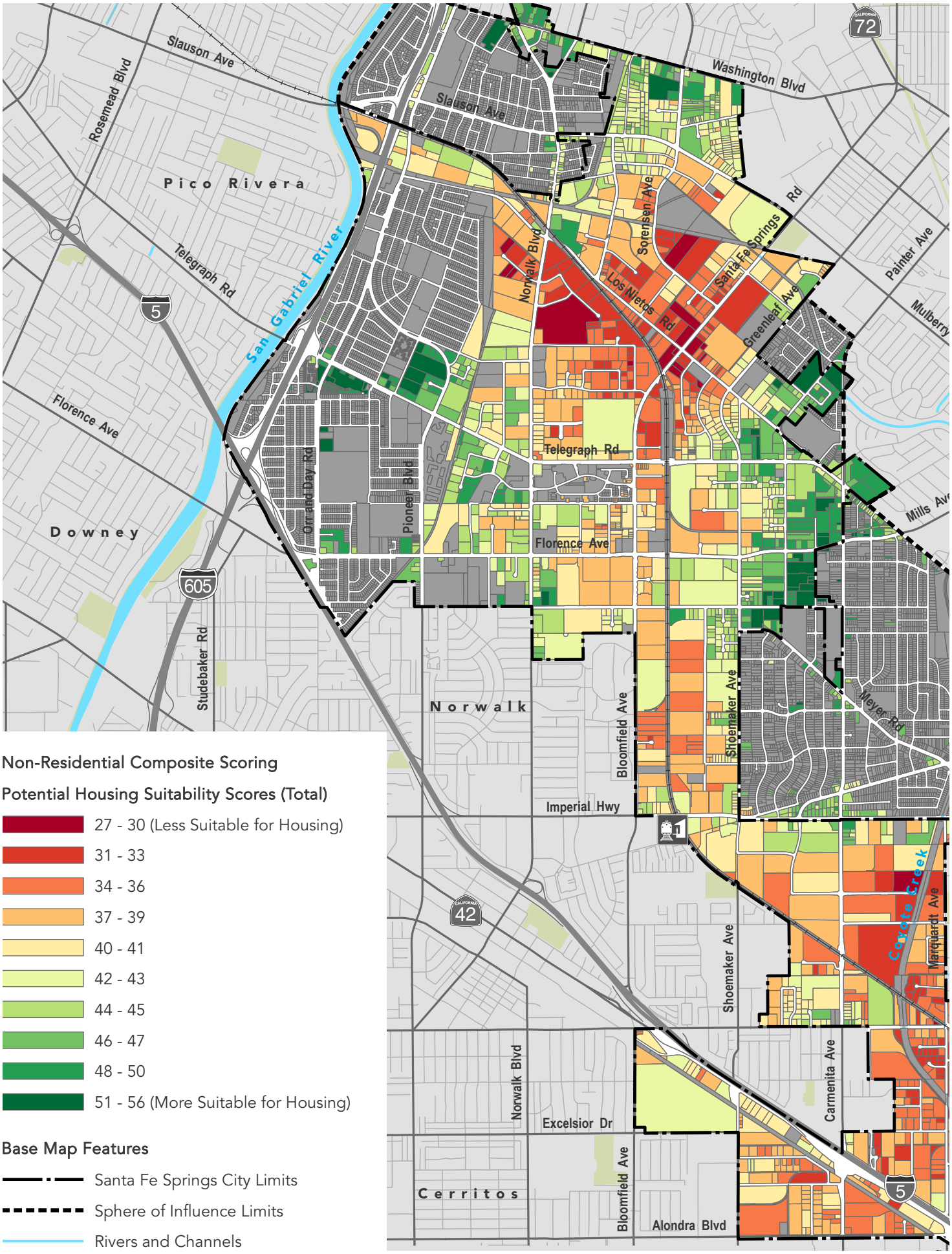
03 Team Commitment

Any project's success is determined directly by the caliber, orientation, and dedication of the people working on it. MIG is pleased to present a strategic, dynamic, and client-focused team to engage with and lead this important project.

The MIG Team's proposed key personnel and, in particular, our Project Management Team of Principal-in-Charge Laura Stetson and Project Manager José Rodriguez will remain in place for the duration of the General Plan Update Program.



Compton Creek Natural Park (designed by MIG)



Non-Residential Composite Scoring

Potential Housing Suitability Scores (Total)

- 27 - 30 (Less Suitable for Housing)
- 31 - 33
- 34 - 36
- 37 - 39
- 40 - 41
- 42 - 43
- 44 - 45
- 46 - 47
- 48 - 50
- 51 - 56 (More Suitable for Housing)

Base Map Features

- Santa Fe Springs City Limits
- Sphere of Influence Limits
- Rivers and Channels

Santa Fe Springs General Plan Update Housing Sites Opportunity Total Scoring

04 Assumptions

MIG has assumed the following in crafting our proposed scope and assumes the following will occur throughout the course of the work program:

- **Reference Materials.** The City will provide to MIG all reference materials needed to prepare the General Plan, such as GIS files, crime data from the Los Angeles County Sheriff's' Department, recently prepared CEQA documents, and other printed documents and electronic files that we can readily use to ensure completion of all work program components.
- **Coordination Teleconferences.** Bi-weekly check-in calls are assumed to be 30 minutes.
- **Monthly Meetings.** The budget assumes 20 monthly meetings.
- **Deliverables.** The budget assumes digital copies unless a specific number of printed copies is stated.
- **City Review of Materials.** One round of review is budgeted for all products, except for the Administrative Draft General Plan, which are budgeted for two rounds of review. All comments from City staff will be consolidated into a single set of comments in a single document using Word track-changes function. This will allow MIG to clearly understand direction from City staff.
- **Spanish-language Translation.** All engagement notices and interactive materials will be translated into Spanish once final English versions have been approved by the City. These costs are incorporated into the line items for each task. Regarding background reports for the General Plan and the General Plan document, an allowance for translation to Spanish has been provided, as these costs cannot be known until the English versions have been prepared. Translation will occur only after the final English versions have been approved by the City. Regarding translation of CEQA-related documents, only the EIR Executive Summary will be translated into Spanish. Any additional translation will be provided as additional services charged on a time-and-materials basis.

Deliverables

EXISTING CONDITIONS TECHNICAL REPORT

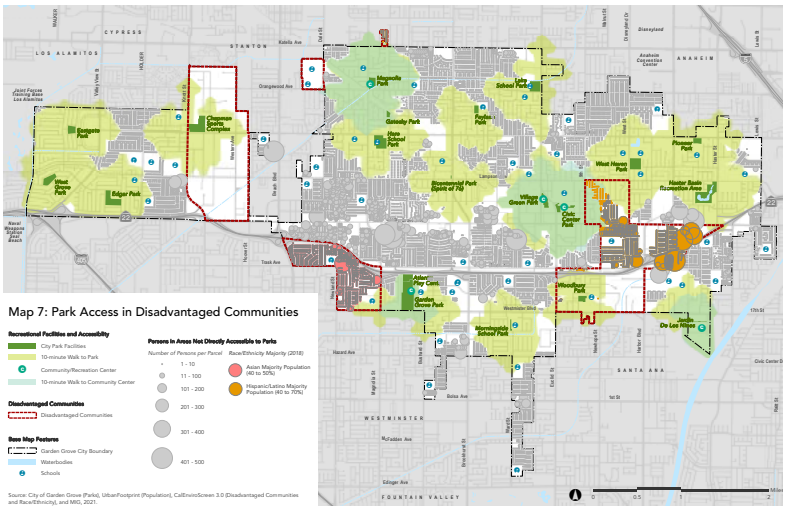
The Existing Conditions Technical Report will consist of one compiled report (Word/PDF format) including the following components.

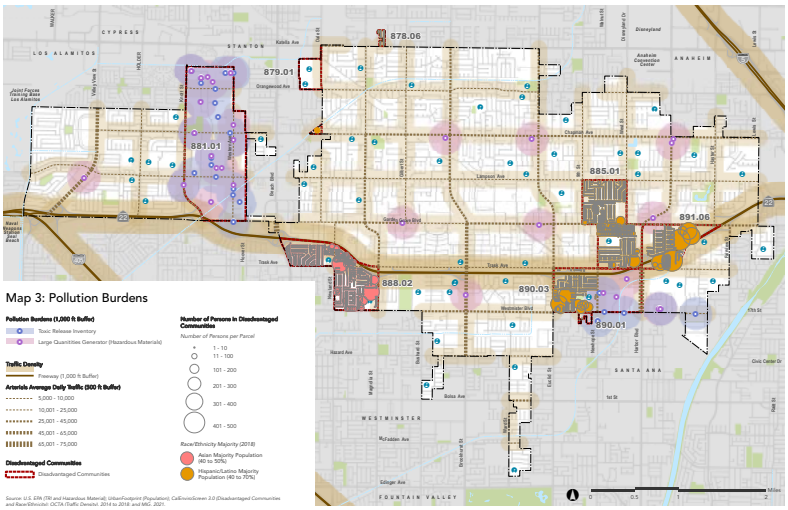
- **Existing Conditions Study** – all relevant General Plan topics
- **Circulation Study**
- **Market Study**

COMMUNITY ENGAGEMENT

- **Public Outreach and Engagement Plan** will identify key audiences, communication methods, types and numbers of meetings, and work products that will be produced (Word/ PDF format).
- **Logo and Branding** will include 3 logo/ brand concepts, 1 final brand.
- **Print Materials** will include 2 posters, 2 fact sheets, 3 press releases, and 1 FAQ (all materials to be translated in Spanish).
- **Social Media Campaign** will utilize existing City social media accounts and work with the City's Public Information Department. MIG will provide content for up to six posts per month over a 24-month program. MIG will identify the objectives, tone, and content strategy for social media posts, including editorial beats, which is a calendar that outlines timing of posts to advertise upcoming events, release of deliverables, and other General Plan activities.







Garden Grove Safety and Environmental Justice Elements Update

» **Website** includes a stand-alone project website for the duration of the project. The website will serve as one portal for community comments and provide scheduling information through an events calendar for all engagement activities. It will include a document library and informational descriptions on all key General Plan activities and deliverables. Translation to Spanish will be available on the website. MIG has budgeted an allowance for bi-monthly updates.

» **Survey** consists of two digital community surveys using either Lime Survey or Survey Monkey. MIG will create text versions for the survey and provide up to 200 print copies of each survey. Data entry for print surveys is assumed to include up to 200 for each survey.

» **Facilitation, Participation, and Preparation of Materials** for two days of stakeholder interviews and an allowance for digital interviews; four In-Community Meetings; six Community Advisory Committee meetings; four Backyard Community Listening Sessions; three Community Meetings Series (workshops); two City Council/Planning Commission Study Session meetings, and four public hearings (Word and PowerPoint format). We will plan for up to four MIG or subconsultant staff persons at each community event. Subconsultants may attend certain meetings related to their topic of expertise. Development of all displays and related materials for each workshop within the budgeted allowance. We will prepare summaries for each community meeting and for a cumulative summary to be included in the General Plan document.

GENERAL PLAN

» **Alternatives Development:** 3 scenarios of 8 focus areas (Maps and Summary Memorandum in Word/PDF format); One Land Use/Transportation Alternatives Charrette meeting and Scenario Summary (Word/PDF format)

» **Screencheck and Administrative Draft General Plan** (5 copies and digital version in Word/PDF format)

» **Public Review Draft General Plan** (5 copies and digital version in Word/PDF format)

» **Pre-press Final General Plan** (1 copy and digital version in Word/PDF format)

» **Final Adopted General Plan** (5 copies and digital version in Word/PDF format)

» The Housing Element budget allows for **Department of Housing & Community Development (HCD) consultation**

ENVIRONMENTAL IMPACT REPORT

» **Templates for SB 18 and AB 52 consultation** (Word format)

» **Administrative Draft EIR** (5 copies and digital version in Word/PDF format)

» **Draft EIR** for Public Review and Comment (5 copies and digital version in Word/PDF format)

» **Administrative Final EIR** for staff review, including Statement of Overriding Considerations, Findings of Fact, Responses to Comments, and Mitigation Monitoring and Reporting Program (Word/PDF format)

» **Final EIR** for public hearings (5 copies and digital version in Word/PDF format)

05 Scope of Services

Scope of Work

TASK 1: PROJECT INITIATION, MANAGEMENT, AND COORDINATION

1.1: Project Initiation

The MIG Team and City staff will meet to refine the scope of work, schedule, and budget to align with City objectives. As part of the meeting, City staff will lead the MIG Team on a driving or digital tour highlighting Compton's key areas (dependent upon COVID-19 restrictions). In particular, we will want to identify areas for focused attention and community discussion.

1.2: Project Management

MIG will manage the updated program to ensure the project remains on schedule and within budget. This task includes project management and coordination (emails, calls, data transfers, etc.) with City staff and the internal team, as well as regular invoicing, schedule, and budget management. MIG will prepare monthly status reports to identify work completed and upcoming tasks.

1.3: Coordination Meetings

The MIG Project Management Team will meet monthly/ conduct calls at least monthly with City staff to review work products, plan upcoming workshops and meetings, discuss strategies, and otherwise coordinate project activities. The MIG project manager will conduct a bi-weekly teleconference with the City's project manager to discuss progress, confirm upcoming milestones, and plan upcoming tasks. Task leaders and other team member will join meetings and calls as need.

1.4: Document Review and Field Reconnaissance

MIG will review all available background materials to understand city context and identify a preliminary list of key issues. Additionally, MIG will conduct field reconnaissance trip to experience and document streetscapes, landmarks, neighborhoods, and commercial and industrial districts, and identify to physical assets, issues, and opportunities.

TASK 2: SETTING THE FOUNDATION: TECHNICAL REPORT AND ANALYSIS

2.1: Compton Today; Constraints and Opportunities

The MIG Team will analyze existing conditions and prepare a highly graphic, easy-to-read report to summarize key community constraints and opportunities. The report will be comprehensive and structured using three overarching themes: Built Environment, City Culture, and Green Spaces. These include the following topics: **1) Built Environment** will address neighborhoods, business districts, cultural landmarks, land use, housing needs, public facilities, urban form and community character, infrastructure, utilities, transportation, community assets, and local hazards; **2) City Culture** will incorporate long-established and emerging culture, demographics, public art, healthy communities, equity and environmental justice, public services, schools and libraries, fire safety, and law enforcement; and **3) Green Spaces** will report on parks and open space, creeks and rivers, storm drains, urban forestry and tree coverage, sustainability, and climate change. In addition to reporting existing conditions that will create a common community understanding of the planning environment, this document will provide a basis for preliminary policy and implementation recommendations.







2.2: Pedestrian Realm Analysis

MIG will analyze the accessibility of Compton's neighborhoods, corridors, and districts. This analysis will focus on the physical environment and street conditions that affect walkability and bikeability within neighborhoods. MIG and Iteris will inventory trails, bicycle routes, transit routes and access, tree canopy coverage, block length, intersection density, and vehicle speeds and daily trips. Anecdotally, we will document select sidewalk and trail conditions, building frontage activity, and walking and biking barriers. The analysis will also investigate the accessibility of residential neighborhoods to local services, goods, and amenities using a 10-minute walk service area to understand the pedestrian connectivity to parks, grocery stores, transit stop and stations, commercial centers, and community facilities. A memorandum will be prepared that documents the findings to inform land use and circulation alternatives and goals and policies.

2.3: Market Demand Study

The Natelson Dale Group (TNDG) will prepare a Market Demand Study to quantify immediate and longer-term development opportunities in Compton, and to identify policy measures necessary to achieve these potentials. Given that the City is largely built out, TNDG's market analysis will focus on opportunities for infill development and/or redevelopment, emphasizing the intensification and revitalization of older commercial/industrial corridors. TNDG's market analysis will include the following land use categories: residential (with an emphasis on housing types appropriate for anticipated infill development/redevelopment areas), retail/restaurant, office, and industrial.

TASK 3: LISTENING TO COMPTON: COMMUNITY ENGAGEMENT PROGRAM

3.1: Public Outreach and Engagement Plan

MIG will develop an Outreach and Social Marketing Plan that describes a set of strategies to create awareness of the General Plan Update program, promote participation in planned activities, and elicit input into the plan. The Plan will describe the goals and objectives for the community engagement program and outline key audiences, messaging, and communication outlets. This Plan will also outline proposed activities, informational materials, collaterals, and other communication tools.



Backyard Community Listening Session

3.2: Stakeholder Meetings

MIG will conduct one-on-one interviews with key community stakeholders. Interviews can be conducted through a combination of in-person meetings or digital format such as Zoom. City staff will be responsible for contacting the interviewees, coordinating interview times, and securing a meeting room to hold the interviews. MIG assumes interviews with individuals and/or groups will be conducted over two full days at a location in the City and/or digital interviews not to exceed the budgeted allowance. Following the conclusion of all interviews, MIG will prepare a summary memorandum of findings.

3.3: Compton Innovates Multi-Media Campaign

MIG's communications team will roll out a multi-media campaign purposed to keep the community interested and engaged throughout the General Plan Update program. MIG will translate all written and digital engagement materials into Spanish (see our assumptions page for the number of deliverables for each campaign element). The following subtasks are the key elements to the campaign:

- **3.3.1: Logo and Branding.** MIG will develop a logo and a document branding approach for the new General Plan. We will produce three draft logo/brand concepts for your review and will develop one final brand based on City staff input. Our budget provides an allowance for this task. MIG will apply the brand to a document template for communication materials and summary reports.
- **3.3.2: Project Website.** MIG will create and host a stand-alone website for the project. The website will include schedule and process information, ways to get involved, upcoming meetings, how to provide input, and public documents. MIG will work with City staff and the project team to determine final website design and content. All webpages will translate into Spanish.

- **3.3.3: Multi-Media.** To keep the community abreast of General Plan update activities and milestones, the MIG Team will launch and maintain a multi-media campaign. Throughout the 24-month work program, MIG will provide updates and information via social media and other web-based platforms, the General Plan's dedicated website (see Subtask 3.3.2), and print media (posters, fact sheets, and press releases; see assumptions for deliverables). MIG will translate all written and digital engagement materials into Spanish.
- **3.3.4: Community Surveys.** MIG will prepare two surveys that are bilingual and highly graphic designed for in-person distribution and for an online platform, such as Lime Survey. The first survey will elicit input on community challenges and identify visioning elements. The second survey will focus on land use options and future strategies to improve the City. MIG will compile the results for each and create a summary of findings in a PowerPoint format with charts and graphic elements.

3.4: Backyard Community Listening Sessions

MIG and Urban Semillas will conduct six small-group meetings within neighborhoods to foster participation with individuals who do not typically participate at public meetings. These meetings, which can be conducted in both English and Spanish, are intended to encourage public dialogue through facilitated discussions so that we can understand local challenges and community needs firsthand. Through our relationships with community-based organizations and faith-based groups to build awareness, we will go into the community and conduct these meetings at local businesses, churches, residents' backyards, on the sidewalks, and other comfortable spaces. We will prepare brief overview presentation through display boards and conduct instant polling.

3.5: In-Community Events

Going to meet with the community is a key approach to our engagement strategy. MIG proposes to set up booths or kiosks at existing, well-attended events, and/or festivals. We will work the City to identify the most well-attended events, including events within each Council District or connect with local religious institutions for neighborhoods events. We recognize the COVID-19 pandemic is limiting community events, but we anticipate events to start up again over the summer and fall in 2021, and potentially more in 2022.

3.6: Compton Innovates: Digital Scavenger Hunt

MIG proposes conducting an innovative and experiential activity that engages with all segments of the community. Through a month-long digital interactive event, MIG will identify locations throughout Compton that showcases innovation, street art, cultural landmarks, and other place-base locations where participants can experience local life and culture. Using social media, hash tags, and coordinate points, we will create an interactive, outdoor scavenger hunt game (geocaching) by using smartphone technology (e.g., GPS and Google Maps). Geocache locations can align with In-Community Events (Task 3.5), where we can setup booths to distribute General Plan materials and invite local artists or guest speakers to engage with participants. Information can be rolled out on a schedule and participants can play along at their own pace. We can set up QR codes or geocaches (cache of handout materials) at these locations for participants to interact with and/or collect "treasures" or tokens that could earn a prize (such as a "Made in Compton" prize to highlight local entrepreneurs) during a final celebratory event.

3.7: Community Advisory Committee

The MIG Team will facilitate six Community Advisory Committee (CAC) meetings to confirm community challenges, identify economic development opportunities, affirm a community vision, develop land use and circulation alternatives, and receive input on goals and policies. For all CAC meetings, MIG will prepare an agenda, meeting materials, and a post-meeting action summary for City staff distribution to CAC members.

3.8: Community Meeting Series

MIG will facilitate three informative, engaging, and interactive community-wide workshops that could be conducted digitally, in-person, or through a hybrid approach. Our meeting facilitators are bilingual, and all materials will be translated into Spanish. The topics for each workshop are as follows:

- **3.8.1: Meeting 1 - Discovery and Visioning.** The first workshop informs the community on the General Plan process and sets the foundation for the Compton Vision.
- **3.8.2: Meeting 2 - Exploring Options for Compton's Future.** At the second workshop, MIG will facilitate a community meeting to present options for Exploring Compton's Future. This workshop will be interactive, using break out groups (in-person or digitally) to elicit specific input on land use, design, and circulation options.

» **3.8.3: Meeting 3 - Celebrating Our Future.** The third workshop will allow the community to comment on the proposed land use and circulation plan and the General Plan's big ideas.

3.9: General Plan Vision Statement and Guiding Principles

Based on the findings from earlier tasks, MIG will develop a vision statement, along with draft General Plan Guiding Principles that will set forth the City's long-term identity and vision for growth.

TASK 4: EXPLORING OPTIONS FOR COMPTON'S FUTURE

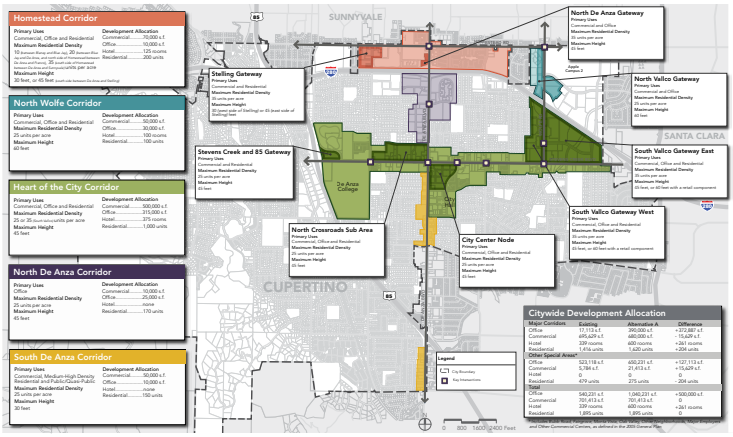
4.1: Land Use and Transportation Alternatives and Charrette

MIG will develop up to three scenarios for up to eight focus areas (excluding transit stations specific plan areas since those planning processes are well underway) to analyze potential land use and transportation options that could include mixed-use development, reinventing existing corridors, and revitalizing a new downtown. We propose to analyze land use and transportation scenarios using the UrbanFootprint application, which includes analytical engines that measure the environmental, transportation, public health, and community impacts of future scenarios, and output specialized indicators regarding existing conditions and future scenarios.

This subtask includes a land use/transportation alternatives charrette, with key economic, transportation, and design team leads, along with City staff. The alternatives scenarios will be presented at a joint meeting with the Planning Commission and City Council for selection of a preferred alternative that will form the basis of the General Plan analyzed in the EIR.

4.2: Pro Forma Financial Analysis

TNDG will prepare pro forma financial analyses to define feasible development densities/intensities for targeted land use types in the identified focus areas (including affordable housing). This information regarding "developer feasible" densities will inform the MIG Team's recommendations regarding development standards and allowable densities and can also potentially be used to facilitate discussions with community groups regarding the "tradeoffs" inherent in intensification of development (i.e., higher densities could allow for revitalization of areas/corridors that might otherwise stagnate due to the infeasibility of reinvestment at lower density levels).



Cupertino General Plan Land Use Alternative

4.3: Citywide Fiscal Impact Model

To facilitate an analysis of the fiscal implications of the preferred General Plan land use/circulation plan, TNDG will develop a customized fiscal impact model based on the City's current budget. The fiscal impact model will allow the consulting team to define the "optimal" land use mix from a fiscal perspective and to identify related strategies for revenue enhancement. Various alternatives can then be tested to identify their relative attractiveness from the City's cost/revenue perspective.

TASK 5: PREPARING A PLAN FOR COMPTON 2040

5.1: Screencheck Draft General Plan

MIG will prepare the General Plan outline and format for each element. Upon approval of the outline and format, the MIG Team will prepare the screencheck Draft General Plan, creating a new General Plan with goals and policies that reflect input received during earlier tasks and respond to State legal requirements. The General Plan will be concise, user-friendly, easy to comprehend, and highly graphic, with photos, maps, tables, charts, and illustrations. Translation into Spanish will not occur until adoption of the final plan, but we will provide Spanish-language summaries of key proposals and implementation strategies.

As noted in the Approach section of this proposal, we recommend that the new plan have a structure that resonates with the community—one that does not reflect the traditional eight elements required by law (although does address all required components). MIG suggests the following:

1. **Our Vision for 2040.** Sets the tone and vision for the entire General Plan, provides a graphic snapshot of the Compton community in 2020, identifies community priorities, and provides guidance on how to use the Plan to accomplish the Vision.



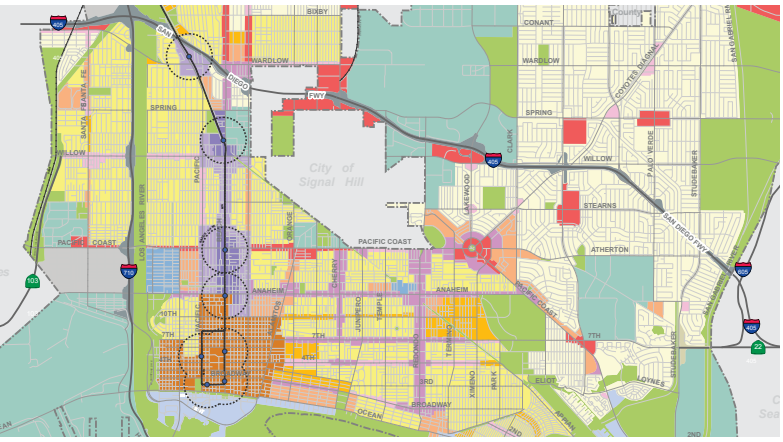




2. **Our Community.** This element serves as the Land Use and Circulation elements, knitting together land use, urban design, and mobility strategies to create a complete community through equitable distribution of community services, enhanced neighborhoods, intertwined land use and transportation decisions, a revitalized downtown and corridors, and the City's ability to attract quality businesses and jobs to commercial and industrial districts. Public realm urban design improvements will be defined, as will design expectations for private investments. The element will define the plan for safe multimodal mobility, with the goal of creating pleasant travel ways for pedestrians and cyclists and encouraging transit use.
3. **Economic Development.** Working in tandem with Our Community land use goals, this element will renew Compton's position as the Hub City and define strategies for business retention, expansion, and attraction, with the complementary aims of providing quality jobs for Compton residents and achieving long-term fiscal stability. The element will outline specific strategies for attracting targeted land uses, leveraging public and private investments, and sustaining economic development.
4. **Meeting Our Housing Needs.** Team member VTA will prepare the sixth cycle Housing Element focused on creating an environment to accommodate not just the current RHNA of 1,004 units but longer-term needs identified through community conversations. The element will be consistent with State law requirements and include a Housing Assessment and Needs Analysis; Housing Constraints Analysis; Current Housing Element Review; Housing Sites Inventory and Resources; and Goals, Policies, Programs, and Quantified Objectives. In particular, this element will define affordable housing anti-displacement strategies.
5. **Urban Systems.** The element will satisfy the requirements for the Infrastructure Element and will define/prioritize community improvements for green infrastructure, water and sewer capacity, utilities, communications, and sidewalk and street improvements.
6. **Community Culture, Services, and Resources.** The foundational components of this element will focus on the cultural, social, and community services that define Compton: parks, recreation programming, open spaces, education, the arts, and environmental stewardship.
7. **Environmental Justice.** The entire General Plan will be written through the environmental justice lens, with this element focused on prioritized community needs related to street and safety improvements, healthy food access, open space and physical activity, reduced pollution burdens, and sustained civic engagement in public decision-making processes.
8. **Public Safety.** This element will satisfy the requirements for the Safety and Noise Elements, addressing climate adaption and resiliency strategies, natural and human-caused hazards, noise concerns, equitable law enforcement practices, and crime prevention.
9. **Preserving Our Heritage.** This element will provide the framework for recognizing, celebrating, and preserving cultural and historic buildings, spaces, landmarks, and events.

5.2: Administrative Draft and Public Review Draft General Plan

City staff will provide comments to MIG on the Screencheck Draft, consolidating all comments into a single document using MS Word's track change function. MIG will then prepare an Administrative Draft for City review.



Long Beach PlaceTypes

We will incorporate those comments to produce the Public Review Draft General Plan for release to the public for review and to the MIG environmental team for the environmental analysis.

5.3: Implementation and Action Plan

The Implementation and Action Plan will provide clear action-oriented measures to guide City staff, decision-makers, and the public toward achieving the Vision and goals. The Implementation and Action Plan will be in a format that allows it to be readily used in the annual City budgeting process and to create transparency in decision-making processes.

5.4: Land Use Plan and Zoning Code Consistency Analysis

Upon completion of the Public Review General Plan, MIG will perform a Land Use Plan and Zoning Map consistency analysis. First, we will prepare a consistency matrix to identify which Land Use categories align with Zone Designations. We will then conduct a mapping analysis to determine which parcels are consistent and/or inconsistent. MIG will prepare a brief memorandum identifying which Zoning Code amendments are required and approaches to address inconsistencies. Our budget provides an allowance to consult with City staff on any amendments prepared by City staff.

TASK 6: UNDERSTANDING IMPACTS: ENVIRONMENTAL DOCUMENTATION

6.1: EIR Initiation

MIG CEQA staff will meet with City staff to review City requirements for CEQA documents and specific thresholds of significance.

6.2: Initial Study, Notice of Preparation, and Scoping Meeting

Once a stable Project Description has been developed, a Notice of Preparation (NOP) and Initial Study (IS) will be prepared for the purposes of informing the public as required by CEQA. The IS will identify all issue areas in the checklist to be addressed in the EIR. City staff will provide the NOP mailing list (MIG will review and suggest revisions), secure the scoping meeting location, and provide appropriate public notice related to the meeting.

6.3: Administrative Draft Program EIR

The Draft Program EIR will consider all aspects of General Plan implementation and will specifically reference zoning code amendments prepared to implement the plan. Environmental topic areas and potential CEQA-defined impacts will be aligned with potential policies, implementation programs, and other components of the General Plan. The EIR will include all CEQA-required components, including existing conditions, project description, cumulative impacts, growth inducting impacts, and project alternatives. Where necessary to address potentially significant impacts, practical, implementable, and enforceable mitigation measures will be developed. Technical studies include:

- **Traffic Study and Impact Analysis** – Iteris' approach for traffic analysis includes using the latest SCAG Regional Model. The proposed land use designation changes will be incorporated as a new scenario to develop "With Project" traffic forecast data. Improvement recommendations as well as policies will be developed to reduce the effects to both Citywide VMT and intersection/roadway level of service (LOS). Only VMT impacts will be reported in the EIR, consistent with State law.
- **Air Quality Technical Analysis** – Includes up to eight CalEEMod runs.
- **Greenhouse Gas/Energy Technical Analysis** – Includes up to four energy consumption spreadsheets but does not include a Climate Action Plan.
- **Noise and Vibration Technical Analyses** – Includes four long-term and six short-term monitoring locations, and up to 120 roadway segments.

6.4: Draft EIR for Public Review

The City will provide MIG with a single set of consolidated comments on the administrative draft. MIG will revise the document based on City comments. MIG will circulate the Draft EIR to public agencies and interested parties for the 45-day public review period.

6.5: Response to Comments/FEIR and MMRP

MIG will prepare a Response to Comments/Final EIR (RTC/FEIR) that includes responses to public and agency comments received during the 45-day public review period and, as necessary, revisions to the text or exhibits contained in the DEIR. This task will also include a Mitigation Monitoring and Reporting Program (MMRP) bound separately from the FEIR. The budget assumes up to 80 individual comments will require a response (note: each comment letter may include multiple comments).

6.6: Findings of Fact and Statement of Overriding Considerations

MIG will prepare the CEQA-required findings and statement of overriding considerations.

6.7: Notice of Determination (NOD)

MIG will prepare all CEQA-required notices, including State Clearinghouse forms and file as necessary with the County Clerk and State Clearinghouse. The City will be responsible for paying all filing fees.

TASK 7: ADOPTING THE PLAN: PUBLIC HEARINGS AND FINAL DOCUMENTATION

7.1: SB 18 and AB 52 Consultation

The General Plan update will require formal government-to-government consultation between the City of Compton and Native American Heritage Commission-listed tribes pursuant to Senate Bill 18 and Assembly Bill 52. MIG will provide the City a letter template, detailed instructions, and a communications log to ensure the City complies with SB 18 and AB 52.

7.2: Joint Study Sessions

MIG proposes meeting with the Planning Commission and City Council at key points in the work program to test ideas and concepts, and to confirm decision-maker direction before proceeding to a subsequent phase. MIG proposes that some of these meetings be conducted as joint City Council/Planning Commission study sessions.

7.3: Public Hearings

The MIG project manager will conduct presentations at two Planning Commission public hearings and two City Council hearings. Regarding changes to the Draft General Plan recommended by the Planning Commission during the public hearing process, we do not plan to revise either document for City Council hearings. Instead, we will incorporate those revisions into the staff report in either matrix form or other method that clearly identifies the Commission's recommended changes. Our experience shows that this approach facilitates review and direction by the Council.

MIG will prepare the final General Plan based on the outcome of the City Council adoption hearing. Following adoption, MIG will submit all project files to the City, including all GIS files developed during the process. Because the extent of any revisions based on City Council direction cannot be known at this time, our budget includes an allowance for this task.

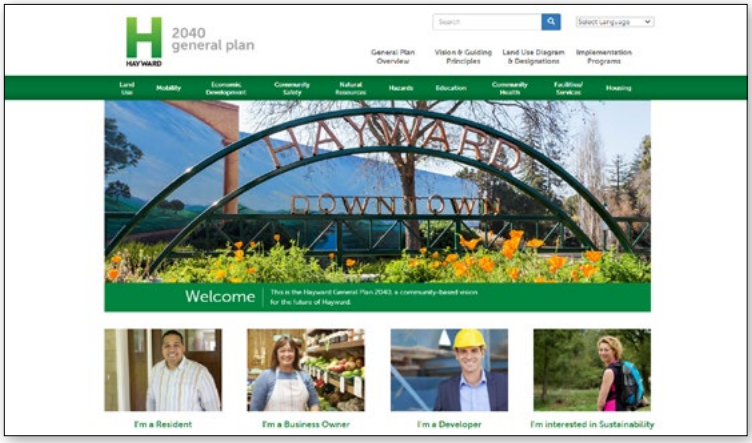
OPTIONAL TASKS

A: CEQA Transportation Impact Analysis Guidelines Update (SB 743)

Iteris will provide analysis and support in the development of updates to the City's transportation impact analysis process, which will incorporate changes in CEQA impact analysis resulting from SB 743. Iteris will provide guidance on transportation metrics that are applicable to developing the new City guidelines for evaluating environmental impacts of transportation and land development projects.

B: ePlan

As an optional task, MIG will set up and customize Tangerine™ software for single click website creation using the MS Word template, including the implementation of the personalization features. Tangerine™ will convert the General Plan into a searchable, interactive ePlan that works well on both desktop computers and mobile phones. Visit www.hayward2040generalplan.com to see an ePlan example prepared by MIG.




241B
Downtown LA

2040 General Plan and Environmental Impact Report

	PHASE 1: DISCOVERY AND VISIONING	PHASE 2: EXPLORING COMPTON'S FUTURE	PHASE 3: THE PLAN FOR COMPTON	PHASE 4: CELEBRATING OUR FUTURE
MEETINGS AND MANAGEMENT	Initiation Meeting/Tour; Ongoing Coordination and Biweekly City Staff/MIG Calls			
LISTENING TO THE COMMUNITY: ENGAGEMENT PROGRAM	Project Website; Compton Innovates Campaign; Survey #1; Survey #2; Public Outreach and Engagement Plan; Listening Sessions; Digital Scavenger Hunt; Stakeholder Meetings; Scavenger Hunt: Celebratory Event/ Prize Giveaway; Logo and Branding; In-Community Events (4 events); #1 *Discovery & Visioning*; #2 *Exploring Compton's Future (Alternatives)*; #3 *Celebrate Our Future (Draft General Plan)*; Community Meeting Series (3 Workshops); Planning Commission Adoption Hearing; City Council Adoption Hearing			
	Discovery: Introduction and Challenges; *Vision*; *Economic Development*; *Equity; Community Needs*; *Land Use/ Transportation Options*; *Goals and Policies*; Community Advisory Committee (6 Meetings)			
PREPARING COMPTON'S 2040 GENERAL PLAN	Market Demand Study; Pedestrian Realm Anlaysis; Compton Today: Constraints and Opportunities	Preliminary Land Use and Transportation Alternatives; Pro Forma Financial Analysis; Preferred Land Use Plan and Transportation Strategies; Fiscal Impact Model	General Plan Outline; Land Use Plan and Zoning Consistency Analysis; Screencheck Draft General Plan; Administrative Draft General Plan; Public Review Draft General Plan	Finall General Plan
ENVIRONMENTAL ANALYSIS			Initial Study/ NOP; Scoping Meeting	Draft Public Review EIR; Public Comment Period; Final EIR
MONTHS:	1 2 3 4 5 6	7 8 9 10 11 12	13 14 15 16 17 18	19 20 21 22 23 24 25
	JUN 2021	DEC 2021	JUN 2022	DEC 2022 MAY 2023

Fee Proposal

COMPTON 2040 GENERAL PLAN AND ENVIRONMENTAL IMPACT REPORT

		MIG, Inc.																												Subconsultants									
		L. Stetson Principal-in-Charge		J. Rodriguez Project Manager		N. Noyola Engagement Lead		E. Garcia Engagement Strategic Advisor		J. Jordan Equity Strategic Advisor		B. Prasse Environmental Lead		K. Norton Senior Project Manager		C. Dugan Environmental Air/GHG/Noise		M. Mulhotra Design Strategic Advisor		R. Kucinski Design Lead		D. Gonzalez Land Use and GIS Lead		S. Kokotas Website Lead		Associates Planning/ Engagement		Associates Environmental/ Air Quality/ Noise		Administrative & Word Processing		MIG Totals		Iteris	The Natelson Dale Group	Urban Semillas	BFK Engineers	Architecture + History	Veronica Tam Associates	Subconsultant Totals	Direct Costs	Professional Fees Totals
		Hrs@	$225	Hrs@	$145	Hrs@	$140	Hrs@	$205	Hrs@	$165	Hrs@	$200	Hrs@	$165	Hrs@	$205	Hrs@	$295	Hrs@	$205	Hrs@	$160	Hrs@	$175	Hrs@	$110	Hrs@	$120	Hrs@	$90											
Task 1	Project Initiation, Management, and Coordination																																								
1.1	Project Initiation	8	$1,800	8	$1,160	8	$1,120	8	$1,640	4	$660	4	$800	4	$660	4	$820						$0				$0		$0	2	$180	*50*	*$8,840*							*$0*	$50	$8,890
1.2	Project Management	24	$5,400	100	$14,500		$0		$0		$0	12	$2,400	36	$5,940		$0		$0		$0		$0		$0		$0		$0	36	$3,240	*208*	*$31,480*					$3,000	*$3,000*		$34,480
1.3	Coordination Meetings (Allowance)	40	$9,000	120	$17,400		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	*160*	*$26,400*				$2,500		$6,240	*$8,740*	$200	$35,340
1.4	Document Review and Field Reconnaissance		$0	12	$1,740		$0		$0		$0		$0		$0		$0		$0	8	$1,640	8	$1,280		$0	20	$2,200		$0		$0	*48*	*$6,860*							*$0*	$75	$6,935
	Subtotal	*72*	*$16,200*	*240*	*$34,800*	*8*	*$1,120*	*8*	*$1,640*	*4*	*$660*	*16*	*$3,200*	*40*	*$6,600*	*4*	*$820*	*0*	*$0*	*8*	*$1,640*	*8*	*$1,280*	*0*	*$0*	*20*	*$2,200*	*0*	*$0*	*38*	*$3,420*	*466*	*$73,580*	*$0*	*$0*	*$0*	*$2,500*	*$0*	*$9,240*	*$11,740*	*$325*	*$85,645*
Task 2:	**Setting the Foundation: Technical Report and Analysis**																																								
2.1	Compton Today: Constraints and Opportunities	8	$1,800	40	$5,800		$0		$0	8	$1,320		$0		$0		$0		$0	16	$3,280	60	$9,600		$0	120	$13,200		$0	8	$720	*260*	*$35,720*	$14,280			$4,900	$5,000		*$24,180*	$50	$59,950
2.2	Pedestrian Realm Anlaysis	2	$450	16	$2,320		$0		$0		$0		$0		$0		$0	4	$1,180	20	$4,100	16	$2,560		$0	40	$4,400		$0		$0	*98*	*$15,010*							*$0*	$50	$15,060
2.3	Market Demand Study	2	$450	8	$1,160		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	*10*	*$1,610*		$34,100					*$34,100*		$35,710
	Subtotal	*12*	*$2,700*	*64*	*$9,280*	*0*	*$0*	*0*	*$0*	*8*	*$1,320*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*4*	*$1,180*	*36*	*$7,380*	*76*	*$12,160*	*0*	*$0*	*160*	*$17,600*	*0*	*$0*	*8*	*$720*	*368*	*$52,340*	*$14,280*	*$34,100*	*$0*	*$4,900*	*$5,000*	*$0*	*$58,280*	*$100*	*$110,720*
Task 3:	**Listening to the Community: Community Engagement Program**																																								
3.1	Public Outreach and Engagement Plan		$0	2	$290	4	$560	2	$410		$0		$0		$0		$0		$0		$0		$0		$0	12	$1,320		$0		$0	*20*	*$2,580*							*$0*		$2,580
3.2	Stakeholder Meetings		$0	12	$1,740	12	$1,680	2	$410		$0		$0		$0		$0		$0		$0		$0		$0	24	$2,640		$0		$0	*50*	*$6,470*							*$0*	$100	$6,570
3.3	Compton Innovates Campaign																																								
3.3.1	Logo and Branding		$0	2	$290	1	$140		$0		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*43*	*$4,830*							*$0*		$4,830
3.3.2	Project Website (Development and Curation)		$0	4	$580	8	$1,120	2	$410		$0		$0		$0		$0		$0		$0		$0	20	$3,500	80	$8,800		$0		$0	*114*	*$14,410*							*$0*		$14,410
3.3.3	Multi-Media		$0	8	$1,160	24	$3,360	8	$1,640		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*80*	*$10,560*							*$0*		$10,560
3.3.4	Community Surveys (2 surveys)		$0	8	$1,160		$0	2	$410		$0		$0		$0		$0		$0		$0		$0		$0	60	$6,600		$0		$0	*70*	*$8,170*							*$0*		$8,170
3.4	Backyard Community Listening Sessions		$0	20	$2,900	20	$2,800	4	$820	4	$660		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*88*	*$11,580*			$5,000				*$5,000*	$1,000	$17,580
3.5	In-Community Events - 4 events		$0	8	$1,160	36	$5,040	4	$820		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*88*	*$11,420*			$5,000				*$5,000*	$1,000	$17,420
3.6	Compton Innovates: Digital Scavenger Hunt		$0	4	$580	20	$2,800	2	$410		$0		$0		$0		$0		$0		$0		$0		$0	36	$3,960		$0		$0	*62*	*$7,750*			$2,500				*$2,500*	$1,000	$11,250
3.7	Community Advisory Committee (CAC) - 6 meetings	8	$1,800	36	$5,220	36	$5,040		$0	8	$1,320		$0		$0		$0		$0		$0	8	$1,280		$0	48	$5,280		$0		$0	*144*	*$19,940*	$3,390	$2,450				$2,260	*$8,100*		$28,040
3.8	Community Meeting Series																																								
3.8.1	Meeting 1: Discovery and Visioning	2	$450	12	$1,740	30	$4,200	2	$410		$0		$0		$0		$0		$0		$0		$0		$0	36	$3,960		$0		$0	*82*	*$10,760*	$3,390		$2,500				*$5,890*	$1,000	$17,650
3.8.2	Meeting 2: Exploring Compton's Future	2	$450	12	$1,740	30	$4,200	2	$410		$0		$0		$0		$0		$0		$0		$0		$0	36	$3,960		$0		$0	*82*	*$10,760*			$2,500				*$2,500*	$1,000	$14,260
3.8.3	Meeting 3: Celebrating Our Future	2	$450	21	$3,045	30	$4,200	2	$410		$0		$0		$0		$0		$0		$0		$0		$0	36	$3,960		$0		$0	*91*	*$12,065*			$2,500				*$2,500*	$1,000	$15,565
	Subtotal	*14*	*$3,150*	*149*	*$21,605*	*251*	*$35,140*	*32*	*$6,560*	*12*	*$1,980*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*8*	*$1,280*	*20*	*$3,500*	*528*	*$58,080*	*0*	*$0*	*0*	*$0*	*1014*	*$131,295*	*$6,780*	*$2,450*	*$20,000*	*$0*	*$0*	*$2,260*	*$31,490*	*$6,100*	*$168,885*
Task 4:	**Exploring Compton's Future**																																								
4.1	Land Use and Transportation Alternatives and Charrette	10	$2,250	40	$5,800		$0		$0		$0		$0		$0		$0		$0		$0	40	$6,400		$0	60	$6,600		$0		$0	*150*	*$21,050*	$16,460						*$16,460*	$2,500	$40,010
4.2	Pro Forma Financial Anlaysis	2	$450	8	$1,160		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	*10*	*$1,610*		$12,400					*$12,400*		$14,010
4.3	Citywide Fiscal Impact Model	2	$450	8	$1,160		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	*10*	*$1,610*		$12,400					*$12,400*		$14,010
	Subtotal	*14*	*$3,150*	*56*	*$8,120*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*40*	*$6,400*	*0*	*$0*	*60*	*$6,600*	*0*	*$0*	*0*	*$0*	*170*	*$24,270*	*$16,460*	*$24,800*	*$0*	*$0*	*$0*	*$0*	*$41,260*	*$2,500*	*$68,030*
Task 5:	**Preparing Compton's 2040 General Plan**																																								
5.1	Screencheck Draft General Plan																																								
5.1.1	Our Vision for 2040	1	$225	16	$2,320		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*57*	*$6,945*							*$0*		$6,945
5.1.2	Our Community	2	$450	36	$5,220		$0		$0		$0		$0		$0		$0	4	$1,180	16	$3,280	36	$5,760		$0	180	$19,800		$0		$0	*274*	*$35,690*	*$10,820*						*$10,820*		$46,510
5.1.3	Economic Development	2	$450	8	$1,160		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*50*	*$6,010*		$6,680					*$6,680*		$12,690
5.1.4	Meeting Our Housing Needs	2	$450	8	$1,160		$0		$0		$0		$0		$0		$0		$0		$0	36	$5,760		$0		$0		$0		$0	*46*	*$7,370*						$66,180	*$66,180*		$73,550
5.1.5	Urban Systems	1	$225	16	$2,320		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*57*	*$6,945*				$14,500			*$14,500*		$21,445
5.1.6	Community Culture, Services, and Resources	2	$450	16	$2,320		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	60	$6,600		$0		$0	*78*	*$9,370*							*$0*		$9,370
5.1.7	Environmental Justice	2	$450	24	$3,480		$0		$0	16	$2,640		$0		$0		$0		$0		$0		$0		$0	60	$6,600		$0		$0	*102*	*$13,170*							*$0*		$13,170
5.1.8	Public Safety	2	$450	24	$3,480		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	60	$6,600		$0		$0	*86*	*$10,530*							*$0*		$10,530
5.1.9	Preserving Our Heritage	1	$225	8	$1,160		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	32	$3,520		$0		$0	*41*	*$4,905*					$15,000		*$15,000*		$19,905
5.2	Administrative Draft and Public Review Draft General Plan	8	$1,800	36	$5,220		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	80	$8,800		$0		$0	*124*	*$15,820*				$2,900			*$2,900*		$18,720
5.3	Implementation and Action Plan	8	$1,800	24	$3,480		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*72*	*$9,680*							*$0*		$9,680
5.4	Land Use Plan and Zoning Code Consistency Analysis (Allowance)	4	$900	16	$2,320		$0		$0		$0		$0		$0		$0		$0		$0	24	$3,840		$0		$0		$0		$0	*44*	*$7,060*							*$0*		$7,060
	Subtotal	*35*	*$7,875*	*232*	*$33,640*	*0*	*$0*	*0*	*$0*	*16*	*$2,640*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*4*	*$1,180*	*16*	*$3,280*	*96*	*$15,360*	*0*	*$0*	*632*	*$69,520*	*0*	*$0*	*0*	*$0*	*1031*	*$133,495*	*$10,820*	*$6,680*	*$0*	*$17,400*	*$15,000*	*$66,180*	*$116,080*	*$0*	*$249,575*
Task 6:	**Understanding Impacts: Environmental Documentation**																																								
6.1	EIR Initiation	2	$450	8	$1,160		$0		$0		$0	4	$800	4	$660	2	$410		$0		$0		$0		$0		$0	8	$960	4	$360	*32*	*$4,800*							*$0*	$150	$4,950
6.2	Brief Initial Study, Notice of Preparation, Scoping Meeting		$0	8	$1,160		$0		$0		$0	12	$2,400	12	$1,980		$0		$0		$0		$0		$0		$0	80	$9,600	8	$720	*120*	*$15,860*							*$0*		$15,860
6.3	Administrative Draft Program Environmental Impact Report (EIR)		$0	2	$290		$0		$0		$0	48	$9,600	120	$19,800	4	$820		$0		$0		$0		$0		$0	250	$30,000	40	$3,600	*464*	*$64,110*							*$0*	$500	$64,610
6.3.1	Traffic Modeling and VMT Impact Analysis		$0		$0		$0		$0		$0		$0		$0	4	$820		$0		$0		$0		$0		$0		$0	0	$0	*4*	*$820*	$61,506						*$61,506*		$62,326
6.3.2	Air Quality Technical Analysis		$0		$0		$0		$0		$0		$0	44	$7,260	22	$4,510		$0		$0		$0		$0		$0		$0	72	$8,640		$0	*138*	*$20,410*							*$0*		$20,410
6.3.3	Greenhouse Gas/Energy Technical Analysis		$0		$0		$0		$0		$0		$0		$0	21	$4,305		$0		$0		$0		$0		$0		$0	120	$14,400		$0	*141*	*$18,705*							*$0*		$18,705
6.3.4	Noise and Vibration Technical Analysis		$0		$0		$0		$0		$0		$0		$0	62	$12,710		$0		$0		$0		$0		$0		$0	40	$4,800		$0	*102*	*$17,510*							*$0*		$17,510
6.4	Draft EIR for Public Review		$0	4	$580		$0		$0		$0	20	$4,000	32	$5,280	4	$820		$0		$0		$0		$0		$0		$0	48	$5,760	12	$1,080	*120*	*$17,520*							*$0*	$500	$18,020
6.5	Response to Comments/FEIR and MMRP		$0	4	$580		$0		$0		$0	16	$3,200	28	$4,620	8	$1,640		$0		$0		$0		$0		$0		$0	60	$7,200	10	$900	*126*	*$18,140*							*$0*		$18,140
6.6	Findings of Fact and Statement of Overriding Considerations		$0	4	$580		$0		$0		$0	2	$400	8	$1,320		$0		$0		$0		$0		$0		$0		$0	40	$4,800	4	$360	*58*	*$7,460*							*$0*		$7,460
6.7	Notice of Determination (NOD)		$0		$0		$0		$0		$0	1	$200	2	$330		$0		$0		$0		$0		$0		$0		$0	8	$960	4	$360	*15*	*$1,850*							*$0*		$1,850
	Subtotal	*2*	*$450*	*30*	*$4,350*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*103*	*$20,600*	*250*	*$41,250*	*127*	*$26,035*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*726*	*$87,120*	*82*	*$7,380*	*1320*	*$187,185*	*$61,506*	*$0*	*$0*	*$0*	*$0*	*$0*	*$61,506*	*$1,150*	*$249,841*
Task 7:	**Adopting the Plan: Public Hearings and Final Documentation**																																								
7.1	SB 18 and AB 52 Consultation		$0	4	$580		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	20	$2,200		$0		$0	*24*	*$2,780*							*$0*		$2,780
7.2	CC/PC Study Sessions - 2 meetings	8	$1,800	24	$3,480		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*72*	*$9,680*							*$0*		$9,680
7.3	Public Hearings (4)	16	$3,600	36	$5,220		$0		$0		$0		$0	4	$660		$0		$0		$0		$0		$0		$0		$0		$0	*56*	*$9,480*							*$0*		$9,480
7.4	Final Documents (General Plan)	8	$1,800	16	$2,320		$0		$0		$0		$0		$0		$0		$0		$0		$0		$0	40	$4,400		$0		$0	*64*	*$8,520*							*$0*		$8,520
	Subtotal	*32*	*$7,200*	*80*	*$11,600*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*4*	*$660*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*0*	*$0*	*100*	*$11,000*	*0*	*$0*	*0*	*$0*	*216*	*$30,460*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$0*	*$30,460*
SUBTOTAL		**181**	**$40,725**	**851**	**$123,395**	**259**	**$36,260**	**40**	**$8,200**	**40**	**$6,600**	**119**	**$23,800**	**294**	**$48,510**	**131**	**$26,855**	**8**	**$2,360**	**60**	**$12,300**	**228**	**$36,480**	**20**	**$3,500**	**1,500**	**$165,000**	**726**	**$87,120**	**128**	**$11,520**	**4,585**	**$632,625**	**$109,846**	**$68,030**	**$20,000**	**$24,800**	**$20,000**	**$77,680**	**$320,356**	**$10,175**	**$963,156**
Subconsultant Direct and Administration Costs																																								$16,527
FINAL TOTAL																																								**$979,683**

Optional Tasks		
A	SB 743 Analysis Guidelines Development Update (SB 743)	$10,390
B	ePlan	$30,000 to $50,000

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MIG, INC.

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 **MIG, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 537 South Raymond Ave, Pasadena, California, 91105 (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the current 2010 City of Compton General Plan, adopted in 1991, is obsolete and eleven (11) years out-of-date leaving the City without up-to-date policy guidance; and

WHEREAS, the preparation of a new comprehensive General Plan is critical to the logical long term growth and development of the City; and

WHEREAS, the City needs to employ the services of an educated, trained, experienced and resourceful consultant to prepare an updated General Plan, organized in a user friendly format and incorporating current applicable legislation, and a Program Environmental Impact Report ("Project"); and

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

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

WHEREAS, by Resolution No. 25,649, adopted on April 19, 2022, the City Council authorized the City Manager to accept the proposal of the Consultant and enter into an agreement to provide the necessary services.

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

1. Services to Be Rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall perform and be responsible for preparation of a completely new 2040 General Plan, incorporating all of the new land use, housing, environmental, traffic and circulation laws, policies and best practices related to all various elements of a General Plan, plus an associated Program Environmental Impact Report. More specifically, Consultant shall provide and perform the following services:

Task 1: Project Initiation, Management and Coordination ($85,645)

1.1 Project Initiation. **Deliverable:** MIG will deliver to City staff a finalized scope of work, schedule and budget. **Timing:** Within 30 days of the Notice to Proceed date.

1.2: Project Management. **Deliverable:** MIG will prepare and deliver to City staff an up to date version of the scope of work, schedule, or budget within one week of any agreed upon revision. MIG will also prepare monthly invoices and status reports. **Timing:** Duration of the Project.

1.3: Coordination Meetings. **Deliverable:** MIG will prepare agendas two days prior to each meeting and deliver to City staff a meeting summary of the items discussed and follow up items in a PDF and Word format within one week of any conference call, zoom or physical meeting. **Timing:** Duration of the Project.

1.4: Document Review and Field Reconnaissance. **Deliverable:** MIG will deliver to City staff a brief summary of the results of the reconnaissance and field surveys in a PDF and Word format. **Timing:** Within 90 days of the Notice to Proceed.

Task 2: Setting the Foundation: Technical Report and Analysis ($110,720)

2.1: Compton Today; Constraints and Opportunities. **Deliverable:** MIG will deliver to the City a 2021 Constraints and Opportunities Report in a PDF and Word format in English and Spanish. **Timing:** Within 120 days of the Notice to Proceed.

2.2: Pedestrian Realm Analysis. **Deliverable:** MIG will prepare a report in a PDF and Word format that documents the Pedestrian Analysis along with recommendations for land use and circulation alternatives as well as propose new and goals and policies, addressing any problem areas. **Timing:** Within 120 days of the Notice to Proceed.

2.3: Market Demand Study. **Deliverable:** MIG will deliver to City staff a Market Study in a PDF and Word format. **Timing:** Within 120 days of the Notice to Proceed.

Task 3: Listening to Compton: Community Engagement Program ($168,885)

3.1: Public Outreach and Engagement Plan. **Deliverable:** MIG will prepare an Outreach and Social Marketing Plan in a PDF and Word format as described above. **Timing:** Within 90 days of the Notice to Proceed.

3.2: Stakeholder Meetings. **Deliverable:** MIG will prepare and submit to City staff a stakeholder meeting summary in a PDF and Word format for each interview. Each interview shall contain information regarding stakeholder concerns, the stakeholders' vision for Compton and willingness to participate further as a community representative. **Timing:** Within 90 days of the Notice to Proceed and summary within two weeks of the interview.

3.3: Compton Innovates Multi-Media Campaign.

3.3.1: Logo and Branding. **Deliverable:** MIG will submit to City staff three (3) alternative branding concepts with logo, colors, and type face to City staff for a two week review. City staff will after a two-week review transmit to MIG a preferred branding concept. MIG will then submit the logo/branding to the City in high resolution GIF, PDF and Word formats. **Timing:** Within 45 days of the Notice to Proceed.

3.3.2: Project Website. **Deliverable:** Online fully function web page with branding, links for surveys, FAQ page, documents section, Project email address and sign up page for community participation or to receive future information. MIG will translate all written and digital engagement materials into Spanish. **Timing:** Within 30 days of the Notice to Proceed.

3.3.3: Multi-Media. **Deliverable:** Written Multi-Media Plan in PDF and Word formats. **Timing:** Within 90 days of the Notice to Proceed.

3.3.4: Community Surveys. **Deliverable:** A PowerPoint presentation of the results of each survey and written summary report of the survey results in English and Spanish. **Timing:** Within two weeks of the completion of each survey.

3.4: Backyard Community Listening Sessions. **Deliverable:** A written summary of each listening session along with a sign-up sheet.

3.5: In-Community Events. **Deliverable:** Kiosk/booth along with associated sign-up sheet, handout and survey materials. A brief written summary of the discussion or survey results returned as a result of the Kiosk placement. **Timing:** Day(s) of the event.

3.6: Compton Innovates: Digital Scavenger Hunt. **Deliverable:** List of locations where outreach events will occur as identified in the final Public Outreach and Engagement Plan. **Timing:** Ongoing for the duration of the Project.

3.7: Community Advisory Committee. **Deliverable:** Meeting summary and sign-up sheet. **Timing:** At the conclusion of each meeting.

3.8: Community Meeting Series. **Deliverable:** A sign-up sheet and written summary of each meeting. **Timing:** Within one week of the conclusion of each meeting.

3.9: General Plan Vision Statement and Guiding Principles. **Deliverable:** A word format document of the Vision statement and guiding Principles. **Timing:** Within 180 days of the Notice to Proceed.

Task 4: Exploring Options for Compton's Future ($68,030)

4.1: Land Use and Transportation Alternatives and Charrette. **Deliverable:** Three land use and transportation scenarios with written descriptions. **Timing**: One month prior to the first meeting discussing the scenarios.

4.2: Pro Forma Financial Analysis. **Deliverable**: Draft and Proforma Financial Analysis in Word and PDF format. **Timing**: One month (to coincide with Task 4.1).

4.3: Citywide Fiscal Impact Model. **Deliverable**: Draft and Final Fiscal Impact Report in Word and PDF format. **Timing:** Three (3) months following selection of preferred land use plan.

Task 5: Preparing a Plan for Compton 2040 ($249,575)

5.1: Screencheck Draft General Plan. **Deliverable**: A digital Word and PDF version of the Administrative Draft Screencheck 2040 General Plan with goals, policies and objective implementing measures.

5.2: Administrative Draft and Public Review Draft General Plan. **Deliverable**: Three (3) bound hard copies and a digital Word and PDF version of the Administrative Draft 2040.

5.3: Implementation and Action Plan.

5.4: Land Use Plan and Zoning Code Consistency Analysis. **Deliverable**: A Land Use Plan and Zoning Map consistency analysis in digital GIS, Word and PDF formats.

Task 6: Understanding Impacts: Environmental Documentation ($249,841)

6.1: EIR Initiation.

6.2: Initial Study, Notice of Preparation, and Scoping Meeting. **Deliverable**: MIG will provide City staff with three (3) hardcopies in addition to a digital Word and PDF version of the draft and final IS and copies of all filed CEQA notices.

6.3: Administrative Draft Program EIR. **Deliverable:** A digital preliminary and final administrative draft of the PEIR including all technical studies, findings, mitigation measures, mitigation monitoring and reporting program (MMRP). City staff will conduct two screencheck reviews prior to the public release of final draft 2040 General Plan for 45 day public review.

6.4: Draft EIR for Public Review. **Deliverable:** Fifteen (15) bound hard and one (1) digital copies of the PEIR to the City for internal review and copies of all State and/or County CEQA notices and agency mailing lists.

6.5 : Response to Comments/FEIR and MMRP. **Deliverable:** One (1) hard and digital copy of the Response to Comments and Final EIR (RTC/FEIR) that includes the Mitigation Monitoring and Reporting Program (MMRP) bound separately from the FEIR. **Timing**: Within 30 days of the expiration of the 45 day public review period.

6.6: Findings of Fact and Statement of Overriding Considerations. Deliverable: A digital Word and PDF version of the written Findings of Fact and Statement of Overriding Considerations. Timing: Prior to the 45 day public review period and incorporated into the circulated PEIR.

6.7: Notice of Determination (NOD). **Deliverable:** One (1) hard and one (1) digital copy of the filed Notice of Determination. **Timing:** Within five (5) days of the final City Council approval of the General Plan and Program Environmental Impact Report.

Task 7: Adopting the Plan: Public Hearings and Final Documentation ($30,460)

7.1: SB 18 and AB 52 Consultation. **Deliverable:** A digital copy of the certified letters sent requesting tribal consultation of the 2040 General Plan and Program Environmental Impact Report and mailing list. MIG, if received, will forward the letters of all tribal responses received as a result of the consultation letters sent out.

7.2: Joint PC/CC Study Sessions. (Facilitate and Conduct) **Deliverable:** PowerPoint presentation of draft general plan and PEIR and facilitation of the meeting.

7.3: PC/CC Public Hearings. (Facilitate can Conduct) **Deliverable:** PowerPoint presentation of draft General Plan and PEIR and facilitation of both the Planning Commission and City Council meetings.

7.4 Provide the City with twenty (20) bound hardcopies of the completed and adopted General Plan and five (5) bound hardcopies of the Program Environmental Impact Report.

As more fully discussed and described within the City's **"Request for Proposal – Preparation of the 2040 General Plan and Environmental Impact Report"** and the Consultant's **"Proposal to Prepare General Plan 2040 and Environmental Impact Report"** dated April 15, 2021, both of which are incorporated herein. In case of conflict(s), the provisions of this Agreement take precedence. Conflicts in the interpretation of this Agreement will be addressed through mutual written agreement between the Parties and/or mediation/arbitration services to resolve any disagreement or clarification that through good faith efforts of the Parties cannot be reached.

The terms of the above services may be revised upon mutual written agreement between the Parties and executed by authorized representatives to allow for: 1) reallocation of funds among identified tasks, 2) modification of timing of tasks, 3) modification of deliverables, and 4) substitution of a new or modified task for an existing task, provided that the overall cost of the agreed services does not exceed the amount of $979,683.00, as specified in Section 3 below.

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

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

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

Laura Stetson, Principal-in-Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the Project is complete, unless terminated earlier. The parties anticipate that Consultant's services may be completed twenty-eight (28) months from issuance of the Notice to Proceed.

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, billable at the rates identified within Consultant's **"Fee Proposal,"** included with Consultant's **"Proposal,"** dated April 15, 2021, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for all services to be provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **Nine Hundred Seventy Nine Thousand Six Hundred Eighty Three Dollars ($979,683.00).** The total price paid the Consultant will include compensation for all work, including materials, supplies, vendor services, expenses and subcontracted work (unless expressly agreed to be paid by the City). No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the Project. In the instance of a change in the scope of work or scope of the Project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the Parties.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Community Development Department 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. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City upon Consultant's receipt of payment for same. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

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

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

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant

or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

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

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

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

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

the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the

scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with provisions

of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant shall 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 (a) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (b) 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, (c) 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 (d) 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 five (5) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to the 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 subconsultant.

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City.

On termination of this Agreement Consultant will be paid for work performed to the termination date; however, the total will not exceed the total agreed fee payable under this Agreement unless duly authorized adjustments to the agreed compensation has been approved in writing by the Parties. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

a. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and

c. does not have a proposed debarment pending; and

d. has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

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

f. have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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.

4.27.22

Daniel S. Iacofano, President **(Date)**

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

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

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

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

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

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

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

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

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

To Consultant:

MIG, Inc.
537 South Raymond Avenue
Pasadena, California, 91105
Attn: Laura Stetson, Principal
(626) 744-9872
(626) 744-9873 – fax.

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Robert Delgadillo, Senior Planner
Community Development Department
(310) 605-5532
(310) 761-1488 - fax.

With copy to:

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

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

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

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

MIG, INC., CONSULTANT

Dated: 4.27.22

By _____
Daniel S. Iacofano, President

CITY OF COMPTON

Approved by:

CITY OF COMPTON

Approved by:

Dated: 5.31-22

By _____
Thomas Thomas, City Manager

Approved as to form:

By _____
Eric Perrodin, City Attorney

Dated: 5/24/22

ATTEST:

Dated: 6-1-2022

By _____
Alita Godwin, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA