

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
04/25/2023**

**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

PENDING LITIGATION:

Cornwell, Craig J. v. City of Compton, LASC Case No. 22STCV07996
Culbreath, Anthony v. City of Compton, LASC Case No. 20STCV14652
Quintero, Robert v. Daniel Andrew Oliver, et al., LASC Case No. 22STCV12731
Agee, Kadell v. City of Compton, LASC Case No. 22STCV13529
Pursuant to Section 54956.9(a).

PUBLIC MEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

1. INTRODUCTION OF LOS ANGELES COUNTY SUPERVISOR OF THE 2ND DISTRICT: SUPERVISOR HOLLY MITCHELL - Councilmember Andre Spicer

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. PRESENTATION OF PROCLAMATION: ST. JULIAN BARBERSHOP "BARBER BOOTCAMP" - Councilmember Andre Spicer
3. COMPTON BU14 SOCCER TEAM - AMERICAN YOUTH SOCCER ORGANIZATION WESTERN STATE CHAMPIONS "THE BEST IN THE WEST" - Mayor and City Council
4. VETERANS STAND DOWN - Council Member Deidre Duhart
5. NATIONAL VOLUNTEER MONTH:
COMPTON ALUMNAE DELTAS SIGMA THETA SORORITY CHAPTER, ALPHA KAPPA ALPHA SORORITY CHAPTER, KINGS JOURNEY INC. - Mayor and City Council
6. NATIONAL AUTISUM AWARENESS MONTH:
CONSUELO EVANS FROM HIB CITY AUTISUM NETWORK (HUBCAN) - Mayor Emma Sharif

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

7. February 21, 2023

REGULAR AGENDA

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

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

BEAUTIFICATION COMMITTEE - Mayor Emma Sharif

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS
(SCAG) - Mayor Emma Sharif

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

BEAUTIFICATION COMMITTEE - Councilman Jonathan Bowers

CITY MANAGER'S REPORT

10. A REQUEST TO SCHEDULE PUBLIC HEARINGS TO ADOPT THE ENGINEER'S
REPORTS FOR THE COMPTON LIGHTING AND LANDSCAPE ASSESSMENT
DISTRICT NO. 1 AND THE SEWER SERVICE CHARGES FOR FISCAL YEAR
2023-2024

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 25,600, AMENDING THE MUNICIPAL WATER
DEPARTMENT'S 2022-2023 FISCAL YEAR BUDGET, ENTERING INTO AN
AGREEMENT WITH, AND AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO BIGBELLY SOLAR, LLC. IN THE AMOUNT OF TWENTY
EIGHT THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS AND FIFTY-
FOUR CENTS (\$28,891.54)
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACTIVE
INTERCONNECTION WATER SUPPLY AGREEMENT WITH SUBURBAN WATER
SYSTEMS
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE FIRE DEPARTMENTS' 2022-2023 FISCAL YEAR BUDGET TO
TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE
PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE
CITY OF COMPTON FIRE DEPARTMENT (\$40,000.00)
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR
FISCAL YEAR 2023-2024 AND ORDERING THE PREPARATION OF AN
ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT
OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 5/2/2023 5:30PM

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

FEBRUARY 21, 2023

The Closed Session Compton City Council meeting was called to order at 4:35 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, A. Spicer, Mayor E. Sharif

Council Members Absent – J. Bowers

L. Darden (*Joined the meeting during closed session*)

Other Officials Present: E. Perrodin, V. McDaniel, T. Thomas

CLOSED SESSION AGENDA ITEMS

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

PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY

Rodney Lister commented regarding the wonderful Black History Program recently held in the City and further commended Code Enforcement and the Public Works Division and highlighted that Staff has been very responsive to his requests and concerns.

Kareemah Bradford raised concerns regarding the lack of policy or a vehicle by which employees can provide feedback relative to the actions and performance of the City Manager. Ms. Bradford made allegations regarding harassment of employees from City Management.

City Attorney Eric Perrodin requested a closed session to discuss a public employee performance evaluation regarding the Compton City Manager.

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

AYES: Council Members – Duhart, Spicer, Sharif

NOES: Council Members – None

ABSENT: Council Members – Bowers, Darden

RECESS TO CLOSED SESSION

On motion by Spicer, seconded by Duhart, the City Council recessed to closed session at 4:44 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Sharif

NOES: Council Members – None

ABSENT: Council Members – Bowers, Darden

RECONVENE TO OPEN SESSION

On motion by Spicer, seconded by Darden, the City Council voted to reconvene at 5:50 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Darden, Sharif

Council Members Absent: Bowers

REPORT OUT OF CLOSED SESSION

City Attorney Eric Perrodin reported out that there was no action taken by the City Council and further indicated that the closed session will be continued to the next City Council meeting scheduled for February 28, 2023.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Abril Villanueva reported that on February 17, 2023 near East Pine and Alameda an individual holding a gun, pointed the weapon at several people including herself and her young daughter. Ms. Villanueva indicated that the incident took place during school hours and noted that she also called the Compton Unified School District (CUSD) police and the Compton Sheriffs to make a report. Ms. Villanueva then noted that the parents of CUSD students must be alerted whenever there is an incident near the schools. She further called for additional law enforcement in Compton and further urged the CUSD and the City to develop a plan to alert the community.

Kareemah Bradford reported that African American employees are being submitted to improper treatment by City administration and urged the City Council to develop a vehicle whereby employees can provide feedback relative to the performance and conduct of the City Manager. Ms. Bradford further alleged that the City is not adhering to the correct policies and procedures.

Nina Childs expressed her shock and disappointment and alleged that Councilmember Bowers had threatened her and called her names on social media. Ms. Childs provided printed copies of the exchanges between her and the Councilmember and then indicated that incidents such as this makes the entire City look bad.

(The City Council held a brief recess from 6:04 p.m. to 6:07 p.m.)

B. Gonzalez, representing residents in District 2, commented that the residents have been heavily affected by illegal street takeovers for the last year and a half and noted that the residents have made numerous complaints which have not been addressed. Mr. Gonzalez also raised concerns regarding the oversaturation of vehicles near the vicinity of Castlegate Avenue.

Maria Reyes, representing a group of residents, addressed the City Council regarding the illegal street takeovers, and indicated that she calls law enforcement two to three times a week and has not received a proper response. Ms. Reyes then noted that the community is not safe due to the constant threats from the drug addicts and persons carrying guns around the community near Queensdale and Castlegate.

Christina Alvarez commented that she resides in District 2 and the local residents in her neighborhood have been experiencing nuisance problems created by a residents in the 2900 block of Palmerstone Avenue. She indicated that the residence houses drug addicts smoking and ingesting drugs in full view of the children, which is extremely unsafe. Ms. Alvarez further stated that there is trash and debris left on the streets from those attending the illegal street takeovers, however, the residents are the ones being wrongfully ticketed.

Mayor Sharif commented that the illegal street takeovers and other criminal activity must be addressed immediately.

Marie Brown discussed illegal street takeovers and suggested that the City Council erect billboards on the local freeways that read: “*Don’t Roll Around In Our Town*” and also a sign that reads: “*You Will Be Fined and Your Vehicle Will Be Towed.*” Ms. Brown expressed her love for Compton and noted that the street racing and illegal takeovers adversely affect the health and well-being of the residents.

Raul Segura commented that he and his relatives have been involved with an ongoing dispute with his neighbor, Betrina Warren. Mr. Segura provided photographs of the area of dispute and further stated that his family has become victims of selective enforcement for speaking out against Ms. Warren who is a member of the Personnel Board. Mr. Segura alleged that Ms. Warren has behaved in an inappropriate manner and requested that she be immediately removed from her appointed position.

Councilman Spicer suggested that Staff conduct an investigation relative to Mr. Segura’s complaint.

Mr. A. Dominguez commented that he previously submitted a signed statement regarding the dispute with his neighbor, Betrina Warren, and indicated that his family has submitted public records requests that have gone unanswered. Mr. Dominguez cited that there is a lack of transparency in the City which has led to daily fears for the safety of his family members and urged the City to take action relative to this matter.

Alberto Cortez, District 2 resident, also discussed the dangerous situations with the illegal street takeovers and other illegal activity in the community. Mr. Cortez further commented that the Sheriff's only show up after the takeovers. Mr. Cortez then invited the Council to visit their neighborhood and witness the destruction of the streets and also requested speed humps be installed to slow down the traffic.

Alfredo Seranno spoke regarding the illegal street takeovers near Queensdale Avenue and Castlegate and requested that the City Council take action and also install street bumps to stop this illegal activity. Mr. Seranno then noted that he fears for the safety of his grandchildren.

Miller Martin commented that the street takeovers participants travel from one district to the other and indicated that there must be additional ground police patrol throughout the City. Mr. Martin urged the Council to seize the vehicles involved in illegal activities.

Vanessa Cain commented that years ago, the typical family owned one to two cars, but in this point in time, families have multiple cars which is causing the City to be oversaturated with vehicles and creates parking problems for the residents. Ms. Cain urged the City to restrict households to two vehicles only, and clean up the neighborhoods of Compton.

Brittany McReynolds, wife of a Compton Firefighter, commented on the high volume of increased service calls received in 2022 and indicated that the Fire Department personnel number is 35% less than surrounding cities. Ms. McReynolds addressed the dilapidated fire stations, the unsafe and outdated equipment, and the overworked Firefighters which is having a detrimental affect. Ms. McReynolds pleaded with the City Council to develop a plan to invest in and improve the Compton Fire Department and overall public safety.

Lynn Boone commented on the deplorable conditions of the Compton fire stations and raised concerns that the City is choosing to repair the roof for CareerLink when the fire stations are in dire need of roof repairs as well as additional personnel and proper equipment. Ms. Boone encouraged the residents to continue to attend the City Council meetings and make their concerns and complaints known and hold the City Council accountable.

Fidel Marquez spoke regarding the Compton Sheriff's Department and the lawlessness and unsafe conditions of the City. Mr. Marquez stated that the illegal street takeovers have been happening for over two years and added that they are now out of control. Mr. Marquez stated that the residents are fed up with the alarming increase in crime and demanded that Mayor Sharif declare a State of Emergency in the City of Compton.

Mark Smith commented that the City must address the lawlessness in the City, upgrade the infrastructure and ensure public safety by addressing the needs of the Compton Fire Department and acquire additional personnel.

CONSENT AGENDA

APPROVAL OF MINUTES

1. DECEMBER 27, 2022

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

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

REGULAR AGENDA

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

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

COMMISSION ON AGING - Mayor Sharif
BEAUTIFICATION COMMISSION - District 2 Councilmember Spicer, and Mayor Sharif (1 Appointment each)

Mayor Sharif nominated Maribel Lara to the Beautification Commission.

On motion by Spicer, seconded by Duhart, **Maribel Lara** was appointed to the **Beautification Commission** by the following vote on roll call:

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

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE URBAN COMMUNITY RELIEF GRANT

On motion by Spicer, seconded by Duhart, **Resolution Number 25,791** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE URBAN COMMUNITY RELIEF GRANT**’ was adopted by the following vote on roll call:

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

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, AS SELLER, AND THE CITY OF COMPTON, AS BUYER, FOR PROPERTY OWNED BY THE SUCCESSOR AGENCY AT 412 W. ALONDRA BOULEVARD, FINDING THAT AND AUTHORIZING THE EXECUTION OF A CERTIFICATE OF ACCEPTANCE

On motion by Duhart, seconded by Darden, **Resolution Number 25,792** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, AS SELLER, AND THE CITY OF COMPTON, AS BUYER, FOR PROPERTY OWNED BY THE SUCCESSOR AGENCY AT 412 W. ALONDRA BOULEVARD, FINDING THAT AND AUTHORIZING THE EXECUTION OF A CERTIFICATE OF ACCEPTANCE**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Darden, Sharif
NOES: Council Members – Spicer
ABSENT: Council Members – Bowers

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH BAY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF A 10-UNIT HVAC SYSTEM LOCATED AT 600 NORTH ALAMEDA STREET (\$221,980.00)

On motion by Spicer, seconded by Darden, that the resolution be adopted.

Councilmember Duhart questioned what steps have been taken to combat theft or vandalism of the units and property.

Councilmember Spicer also questioned the strategy Staff intends to use to secure the equipment.

Nebraska Jones, Facilities Maintenance, responded that the City plans to install fencing around the building and prevent individuals from climbing onto the locked ladder to the roof. In addition, a new security firm will patrol the area at night.

Councilmember Darden suggested the installation of an alarm system, cameras along with additional lighting for security.

Resolution Number 25,793 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH SOUTH BAY HEATING AND AIR CONDITIONING, INC. AND ISSUE A PURCHASE ORDER FOR THE REPLACEMENT OF A 10-UNIT HVAC SYSTEM LOCATED AT 600 NORTH ALAMEDA STREET**’ was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FIRE DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE (1) ADMINISTRATIVE ANALYST II AND ADD ONE (1) SENIOR ADMINISTRATIVE ANALYST POSITION

On motion by Darden, seconded by Duhart, **Resolution Number 25,794** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FIRE DEPARTMENT 2022-2023 FISCAL YEAR BUDGET TO DELETE ONE (1) ADMINISTRATIVE ANALYST II AND ADD ONE (1) SENIOR ADMINISTRATIVE ANALYST POSITION**’ was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH R & R ROOFING & WATERPROOFING, INC. FOR THE ROOF REPLACEMENT OF THE CAREERLINK FACILITY AND ANNEX BUILDING LOCATED AT 700 NORTH BULLIS ROAD (\$578,989.95)

On motion by Duhart, seconded by Spicer, **Resolution Number 25,795** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH R & R ROOFING & WATERPROOFING, INC. FOR THE ROOF REPLACEMENT OF THE CAREERLINK FACILITY AND ANNEX BUILDING LOCATED AT 700 NORTH BULLIS ROAD**’ was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Commented on the City's wonderful Black History Month celebration event and highlighted that this was one of the best celebrations she has ever attended and further offered her appreciation to all the vendors, sponsors and City employees for their contributions and assistance
- Requested that the City Manager provide an update relative to the repair/revitalization of Compton Fire Station Number 3 and further requested that the City Manager remove all election materials and advertisements posted around the City
- Requested an update relative to the re-opening date for the City's swimming pools and parks
- Announced that in partnership with United Hands of Compton, she will be hosting a free food giveaway at Gonzales Park, located at 1101 S. Cressey on March 10, 2023 beginning at 11:00 a.m.
- Requested that the City Council meeting be adjourned in memory of **Jefferson McQueen**

Councilmember Spicer offered the following communications/announcements:

- Thanked and commended everyone involved with the hugely successful Black History Month celebration recently held in the City
- Requested an update of the city-wide camera surveillance system as well as an update relative to a traffic study to provide for flashing red light signal at Santa Fe Avenue and Oaks Street
- Announced that he has been working in conjunction with L.A. County Board of Supervisor Holly Mitchell to combat illegal street takeovers and further requested that additional Botts' dots be installed at more intersections around the City
- Reminded the community that he provides an analysis of his City Council meeting actions every Wednesday following the meetings on Facebook 'live' as well as on the Instagram social platform, including City updates with a question-and-answer segment

Councilmember Darden offered the following communications/announcements:

- Commented on the beautiful Black History Month celebration and highlighted the unveiling of the wonderful picture tribute to former Compton Fire Department Chief Monroe Smith, who was the first African American to hold the position of Fire Chief in the State of California
- Acknowledged the recent fire which destroyed a portion of Dominguez High School, and offered her sincere gratitude to the Compton Fire Department for their speedy response to extinguish the fire
- Offered a very special '*Thank you*' to her Liaison, Dean Jones for his assistance with the microphones as well as his ongoing and diligent service to the citizens of the community
- Congratulated Compton Youthbuild on their 10-year Anniversary!
- Wished **Mr. Roberts** a **Happy 100th Birthday!**

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif thanked everyone involved with the wonderful Black History Month celebration event and further highlighted that this was the best Black History event she has ever attended. Ms. Sharif offered a special ‘*thank you*’ to the Compton Firefighters and Union Local 2216, as well as the 125 Historical Society
- Mayor Sharif applauded the beautiful tribute to former Compton Fire Chief Monroe Smith and commended and thanked the 125 Historical Society, the Compton Fire Department and the community leaders for the wonderful dedication ceremony honoring Chief Smith.
- Mayor Sharif announced that the City in partnership with Clean California, the Office of Assemblymember Mike Gipson, and Caltrans will be hosting another city-wide Dump Day on March 25, 2023 and encouraged the Seniors to contact her assistant, Ms. Shanice McKinley-Reed at: smckinleyreed@comptoncity.org to arrange for a pickup at their residence free of charge.
- Mayor Sharif commended and thanked the Compton Initiative volunteers who have worked so diligently to clean up and beautify the City of Compton and further encouraged the residents to visit: justdogood.org to sign up to be a volunteer or request additional information.
- Mayor Sharif thanked the citizens for attending the City Council meeting and voicing their questions and concerns.

ADJOURNMENT

On motion by Spicer, seconded by Darden, the meeting was adjourned in memory of **Jefferson McQueen** at 7:50 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

April 25, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY MANAGER
**SUBJECT: A REQUEST TO SCHEDULE PUBLIC HEARINGS TO ADOPT THE
ENGINEER'S REPORTS FOR THE COMPTON LIGHTING AND
LANDSCAPE ASSESSMENT DISTRICT NO. 1 AND THE SEWER
SERVICE CHARGES FOR FISCAL YEAR 2023-2024**

SUMMARY

Staff is requesting a Public Hearing to adopt the Final Engineer's Report for the City of Compton Lighting and Landscape Assessment District No. 1. Staff is requesting that the public hearing be set for **Tuesday, May 23, 2023 at 5:35 pm.**

Staff is also requesting a Public Hearing to adopt the Final Engineer's Report for the City of Compton Sewer Service Charges. Staff is requesting that the public hearing be set for **Tuesday, May 23, 2023 at 5:45 pm.**

The two public hearings will be held in the City of Compton Council Chambers at 205 South Willowbrook Avenue, Compton, CA 90220.

**THOMAS THOMAS
CITY MANAGER**



Big Belly Solar LLC
150 A Street
Suite 103
Needham MA 02494
United States
888.820.0300
Tax ID: 84-3362657

Invoice

#40174

3/18/2022

Bill To:

Don Nguyen
City of Compton, CA
205 South Willowbrook Ave
Compton CA 90220
United States

Ship To:

Don Nguyen
City of Compton, CA
205 South Willowbrook Ave
Compton CA 90220
United States

Terms	Due Date	PO #	Sales Rep	Shipping Method
Net 30	4/17/2022	Agreement 10044 Sch No. 1	Erin Griffin	Delivery

Quantity	Item	Rate	Amount
144	RN-WS-DBL-BBSB5-RPSE-CONNECT-LX (6) Connect Renewal HC5/SC5 Double Stations With Message Panels and Wraps For the period 01/30/22 to 01/29/24	\$168.75	\$24,300.00

Remit To:

Big Belly Solar LLC
150 A Street
Suite 103
Needham MA 02494
United States

Subtotal	\$24,300.00
Tax	\$0.00
Shipping Cost	\$0.00
Total	\$24,300.00
Amount Paid	\$0.00
Amount Due	\$24,300.00



40174



Big Belly Solar LLC
150 A Street
Suite 103
Needham MA 02494
United States

Estimate

Date 1/24/2023
Estimate # 22946

Subsidiary Big Belly Solar LLC
Shipping Method Delivery
Shipping Code (2)

Bill To

Manuel Earles
City of Compton
205 South Willowbrook Ave
Compton CA 90220
United States

Ship To

Desiree Bonilla Compton CA
Waxie - Santa Ana
3220 S. Fairview Street
Santa Ana CA 92704
United States

Notes

1509971 - Physically Damaged:
- Front Door (Wrapped)
- Front Door Hinge
- Solar Bubble
- Hopper
- Battery
- Front Door Lock (Recycle)

8501103 - Physically Damaged:
- Front Door Lock (Trash)
- Front Door Lock (Recycle)

Quoted prices are in \$USD and exclude customs and brokerage fees.
Please submit credit card information or an approved purchase order.
Quoted prices are valid for 30 days.

Item	Quantity	Description	Rate	Amount
KITBB50054-WR AP	1	Front door: BigBelly wrap	833.00	833.00
KITBB50063	1	Front door hinge	87.95	87.95
KITBB50043	1	Solar bubble	152.60	152.60
KITBB50032	1	Hopper Assembly: Trash	247.50	247.50
KITBB50014	1	18Ah Battery Assembly Includes: battery, harness & boot	82.50	82.50
KITBB50062	4	Rotary lock kit	59.94	239.76
KITBB50055-WR AP	1	Front door: SmartBelly wrap	654.50	654.50
KITBB50216	1	SC Face Plate Kit, Blue, Single Stream	77.00	77.00
Service-Billable	7	Billable Service Hours (NTE)	196.00	1,372.00

Subtotal 3,746.81
Shipping (Delivery) 625.00
Tax 219.73
Total \$4,591.54

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RESOLUTION NO. 25,600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2021-2022 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWENTY-FOUR (24) MONTH RENEWAL AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO BIGBELLY FOR THE RENTAL AND SERVICING OF SIX (6) DOUBLE KIOSK (BIGBELLY AND SMARTBELLY) STATIONS (\$24,300.00)

WHEREAS, since 2016, Bigbelly and Smartbelly Stations have been placed in various locations within the City of Compton including South Park, Sibrie Park, Tucker Park, Wilson Park, Kelly Park and the Dollarhide Community Center. The Department is satisfied with the servicing of these Stations and the success provided in helping to cut down on litter in the parks; and

WHEREAS, Bigbelly has been recognized as an industry leader in the waste management, environmental and innovation technology spaces as a C40 Cities Climate Leadership Group best practice; and

WHEREAS, the Bigbelly system is designed to be used in public spaces and to help manage litter reduction and achieve beverage recycling in one simple place; and

WHEREAS, cities are either collecting too often or wasting fuel and labor while creating CO2 emissions and Bigbelly's Clean Management Console empowers a city to monitor and evaluate station fullness, trends and historical analysis reporting; and

WHEREAS, Bigbelly and the City are parties to an Agreement to which the City is presently leasing, for a sixty (60) month term, the following Bigbelly Smart Waste Systems: Six (6) HC/SC Double Stations, each with Message Panels and Custom Wraps (the "Equipment"); and

WHEREAS, the City desires to extend for twenty-four (24) months the Term of the Original Equipment under the Agreement, commencing as of January 30, 2022 and ending on January 29, 2024 (the "Renewal Term") for use of six (6) Double Kiosk (Bigbelly for litter reduction and Smartbelly for beverage recycling) Stations at six (6) locations: South Park, Sibrie Park, Tucker Park, Wilson Park, Kelly Park and the Dollarhide Community Center; and

WHEREAS, the City is a recipient of the California Beverage Container Recycling Payment Program and the Bigbelly system is an approved option that can be fully funded; and

WHEREAS, there is sufficient funds in the Recycling Grant to cover this expense. The 2021-2022 Fiscal Year budget needs to be amended to transfer \$24,300.00 of grant funding available in Fund 2655 and increase Account No. 2655-850-000-4249.

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 twenty-four (24) month rental and service agreement with Bigbelly for the use six (6) Bigbelly and Smartbelly Double Kiosk Stations at six locations: South Park, Sibrie Park, Tucker Park, Wilson Park, Kelly Park and the Dollarhide Community Center.

Section 2. That a purchase order in the amount of \$24,300.00 is authorized to be issued to Bigbelly.

Section 3. That there are sufficient funds in the Recycling Grant to cover this expense. The 2021-2022 Fiscal Year budget shall be amended to transfer \$24,300.00 of grant funding available in Fund 2655 and increase Account No. 2655-850-000-4249.

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

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

ADOPTED this 18th day of JANUARY, 2022.


MAYOR OF THE CITY OF COMPTON

ATTEST:



CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the 18th day of JANUARY, 2022.

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

AYES: COUNCIL MEMBERS- Chambers, Galvan, Bowers, Sharif
NOES: COUNCIL MEMBERS- NONE
ABSTAIN: COUNCIL MEMBERS- NONE
ABSENT: COUNCIL MEMBERS- Darden


CITY CLERK OF THE CITY OF COMPTON



Big Belly Solar LLC
150 A Street
Suite 103
Needham MA 02494
United States
888.820.0300
Tax ID: 84-3362657

Invoice

#40174

3/18/2022

Bill To:

Don Nguyen
City of Compton, CA
205 South Willowbrook Ave
Compton CA 90220
United States

Ship To:

Don Nguyen
City of Compton, CA
205 South Willowbrook Ave
Compton CA 90220
United States

Terms

Net 30

Due Date

4/17/2022

PO #

Agreement 10044 Sch
No. 1 Erin Griffin

Sales Rep**Shipping Method**

Delivery

Quantity**Item****Rate****Amount**

144

RN-WS-DBL-BBSB5-RPSE-CONNECT-LX
(6) Connect Renewal HC5/SC5 Double Stations
With Message Panels and Wraps

\$168.75

\$24,300.00

For the period 01/30/22 to 01/29/24

Remit To:

Big Belly Solar LLC
150 A Street
Suite 103
Needham MA 02494
United States

Subtotal

\$24,300.00

Tax

\$2,490.75

Shipping Cost

\$0.00

Total

\$26,790.75

Amount Paid

\$0.00

Amount Due

\$26,790.75



40174



CONNECT SERVICES AGREEMENT

Agreement No. 10044

Full Legal Name: City of Compton		Legal Contact: Craig J. Cornwell
Billing Address: 205 South Willowbrook Avenue, Compton, CA 90220		Billing Contact: Michael Harvey / Jerry Groomes
		Billing Phone:
		Billing Email:
Sales Tax Status:	☐ Exempt (Attach Certificate)	TIN or FEIN:
	☐ Non-Exempt	
Insurance:	☐ Self-Insured	
	☐ Insurance Certificate Attached	
Shipping Address: 205 South Willowbrook Avenue, Compton, CA 90220		Shipping Contact: Michael Harvey / Jerry Groomes
		Shipping Phone:
		Shipping Email:

Connect Service Schedule



System Software

- CLEAN Management Console Licenses for Full Term
- CLEAN Mobile Software Licenses for Full Term



Equipment/Hardware

- Custom Configuration as Detailed Below



Station Installation

- On-Site Installation for Stations



Setup and Training

- CLEAN Management Console Software Account Setup
- System Training & Onboarding



Equipment/Hardware Configuration

6 Bigbelly + Smartbelly Double Stations with Side Message Panels and Custom Wraps



Automated System Monitoring

- Automated System Diagnostics and Alerts



Cleaning and Inspection

- Bi-annual Comprehensive Station Cleaning
- Annual 21-Point Station Inspection



Warranty

- Hardware Parts Warranty for Full Term (includes battery)



Customer Support

- Customer Support Hotline and Trained Field Service Professionals

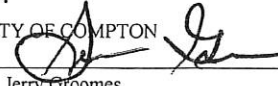
Up-Front Connect Service Fee:

Six (6) Bigbelly + Smartbelly Double Stations	\$52,920.00
Six (6) Sets of Side Message Panels	\$1,886.40
Six (6) Custom Wraps	\$5,007.60
Total:	\$59,814.00
Shipping: One Time Fee	\$2,090.00

Payment Terms: Service fee paid in full prior to shipment. Bigbelly will provide services for 60 Months, beginning on delivery to Customer site. Customer is responsible for all applicable taxes, which are not included in the fees listed above. Additional customizations and/or services requested by Customer and not included above will be invoiced separately. This Agreement is non-cancelable and is governed by the attached Terms and Conditions.

ACCEPTED BY:

CUSTOMER: CITY OF COMPTON

By: 
Printed Name: Jerry Groomes

Title: Interim City Manager
Date: 12/12/16

TERMS AND CONDITIONS FOR UP-FRONT CONNECT AGREEMENTS

- The Term of Service will be sixty (60) months, commencing upon delivery and acceptance of Equipment by Customer. Upon expiration of the Term, the Parties may agree to renew or extend services as determined by their mutual agreement. If Customer intends not to renew, Customer shall provide written notice to Bigbelly at least three (3) months in advance.
- Connect Service includes:**
 - Equipment on a rental basis to Customer for the Term of Service. Equipment will be new or Bigbelly refurbished equipment.
 - Delivery at Customer's expense to a mutually agreed upon location.
 - Equipment installation at designated locations, including semi-permanent attachment to the ground, and in accordance with a mutually agreed delivery and installation schedule.

- Unlimited CLEAN™ software licenses during the Term of Service.
- Setup and Training per agreed method and designated location.
- Warranty - Defective part replacement and repair due to manufacturer defects or workmanship at no cost to Customer. Replacement parts may be new, refurbished or certified used. Customer is responsible for all other repairs and part replacements, including but not limited to vehicle strikes, vandalism, other third party damage or loss as described in Section 5 below. Custom add-ons including vinyl wraps purchased by Customer are not covered by this warranty and repair and replacement is at Customer's expense.
- Customer Support and Equipment Maintenance except for losses described in Section 6 below. Technical Customer Support is available Monday through Friday, 7am to 7 pm EST to guide Customer in troubleshooting, repair and replacement efforts and to assist with parts ordering. In addition, Bigbelly maintains a network of trained Field Service professionals available for dispatch upon Customer's request to investigate and resolve issues in the field. Bigbelly will provide Equipment batteries at no cost to Customer during the Term of the Agreement at its discretion.
- De-installation and removal of the equipment at Customer's expense if necessary. Equipment is expected to be in operational condition and free of any damage for which Customer is responsible as described in Section 6 below.

3. Customer Responsibilities:

- Customer will work with Bigbelly to provide access to Customer's installation information and locations to allow Bigbelly to perform the Service described under the Agreement in a timely manner.
 - Customer is responsible for shipping expenses and will provide an appropriate facility that can receive, inspect and stage all Equipment until the Equipment is installed.
 - Customer is responsible for site preparation and will provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. Customer will be responsible for any additional cost associated with Bigbelly's efforts to properly prepare the surface. Customer, at its expense, will remove existing bins or any other items from the locations where Bigbelly Equipment will be installed.
 - Customer will promptly notify Bigbelly of any damage or other event that causes the Equipment to pose a public safety issue or create unsafe operating conditions, and Customer will take prompt action to eliminate such public or operator safety issues if necessary. Customer will promptly service or replace any Equipment that Customer has identified as causing a public safety issue or creating unsafe operating conditions. If Customer cannot resolve the issue, Customer will contact Bigbelly Customer Service and Bigbelly will resolve the issue at its expense, unless unsafe operating condition is due to losses described in Section 5 below.
 - Customer will respond to routine maintenance and repair issues Customer observes or is notified of via automated CLEAN alerts. Customer will use reasonable efforts to promptly resolve issues and may contact Bigbelly Customer Service to receive troubleshooting assistance and instructions for proper repair. If a replacement part is needed to resolve the issue, Customer will contact Bigbelly Customer Service to request a part(s). If Customer's best efforts do not resolve the issue, Customer should contact Bigbelly Customer Service.
 - Customer will insure the Equipment against all risks of loss or damage in an amount not less than the replacement cost. Customer will also maintain for the Term, comprehensive General Liability insurance covering both personal injury and property damage of at least \$1,000,000 per person and \$2,000,000 per occurrence for bodily injury and \$500,000 for property damage. Bigbelly will be the sole named loss payee on the property insurance with respect to the Equipment, and additional insured on General Liability insurance. Customer will pay all premiums for such insurance and will provide Bigbelly with satisfactory evidence of insurance.
4. Bigbelly will at all times be the sole owner of the Equipment. Customer will not acquire any title or interest, legal or equitable, in the Equipment, other than the use rights provided under this Agreement, will not use the Equipment for other than intended purposes. Customer will ensure safe operation of the Equipment by trained personnel, and will comply with all Bigbelly and governmental guidelines, laws, rules, regulations and ordinances applicable to the use and operation of the Equipment.
 5. Customer is responsible for the risk of loss of theft, destruction of, or damage to the Equipment resulting from any causes, unless loss or damage is caused by Bigbelly or Bigbelly's employees, contractors or agents, or results from defects, flaws or malfunctions in the Equipment, (collectively, 'Loss'). Customer will provide Bigbelly written notice within 10 days of any Loss ('Loss Notice'). No such loss or damage relieves Customer from its obligations under this Agreement.
 6. Customer will not alter or modify the Equipment, and will not remove, cover or damage any Bigbelly logos or other identification markings on the Equipment.
 7. The Equipment and Software contain intellectual property owned exclusively by Bigbelly and/or Bigbelly's licensors and Customer will obtain no rights other than limited rights of use under this Agreement. Bigbelly reserves the right, at its sole cost and expense and with notice to Customer, to enhance or otherwise modify the Equipment and/or Software made available to Customer including enhancements or modifications for the purpose of implementing Wi-Fi network capability to the Equipment, and instituting mechanisms for data collection, processing and analysis. Bigbelly retains all media rights associated with signage, and Customer agrees not to post signage and/or advertisements on the Equipment without Bigbelly's written approval. This does not prohibit the Customer from displaying messages solely on Customer's behalf, such as public service messages.
 8. Bigbelly will provide proof of coverage for Commercial General Liability Insurance of at least \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage; Workers' Compensation Insurance limits as required by the California Labor Code. Customer will named as additional insured on the General Liability Insurance policy.

Additional Signature Page Attached

CONNECT SERVICES AGREEMENT
BETWEEN
BIGBELLY
AND
CITY OF COMPTON
Agreement No. 10044

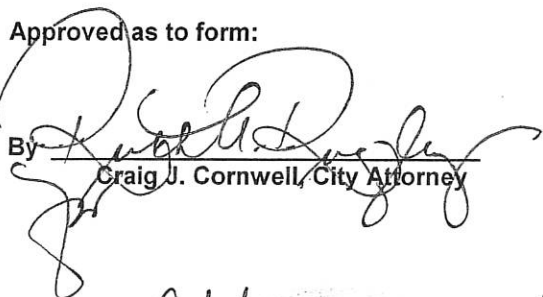
Resolution No.
[Additional Signature Page]

BIGBELLY

By 
Eric Sockol, CFO

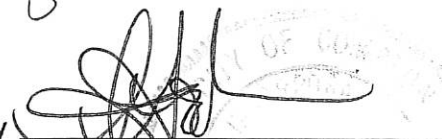
Dated: 9/28/16

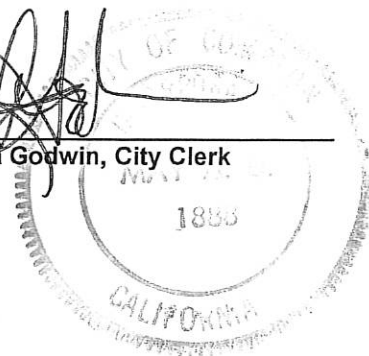
Approved as to form:

By 
Craig J. Cornwell, City Attorney

Dated: 12/12/16

ATTEST:

By 
Alita Godwin, City Clerk



Dated: 12-14-16



Reference: Bigbelly Connect Services Agreement No. 10044 by and between Big Belly Solar, LLC, as successor to and assignee of Big Belly Solar, Inc. ("Bigbelly") and the City of Compton, California (the "Customer") dated as of December 16, 2016 (the "Agreement").

THIS RENEWAL ADDENDUM to the above-referenced Connect Services Agreement ("Renewal Addendum") is entered into effective as of Jan 30th 2022 (the "Renewal Addendum Effective Date") by and between Big Belly Solar, LLC, as successor to and assignee of Big Belly Solar, Inc. ("Bigbelly") and the City of Compton, California (the "Customer"). Capitalized terms not otherwise defined in this Renewal Addendum have the meanings given to them in the Agreement.

WHEREAS, Bigbelly and Customer are parties to the above-referenced Agreement pursuant to which the Customer is presently leasing, for a sixty (60) month Term, the following Bigbelly Smart Waste Systems: Six (6) HC/SC Double Stations, each with Message Panels and Custom Wraps (the "Equipment"); and

WHEREAS, the Customer desires to extend for twenty-four (24) months the Term of the Original Equipment under the Agreement, commencing as of January 30, 2022 and ending on January 29, 2024 (the "Renewal Term"), at the Total Monthly System Cost during the Renewal Term as set forth herein; and

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, Bigbelly and Customer agree as follows:

1. The Equipment/Hardware Configuration table set forth in the Connect Services Schedule on the first page of the Agreement is amended by showing the adjusted Total Connect Services Fees for the Equipment for the Renewal Term:

Equipment/Hardware Configuration			
6	HC/SC Double Stations, each with Message Panels and Custom Wraps.		
	Total System Cost for the Renewal Term (24 Months) to be paid Up Front, In Advance		\$24,300.00

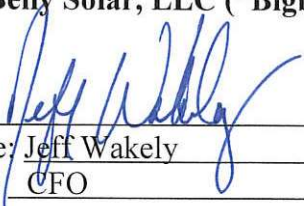
2. The Renewal Term of the Agreement with respect to the Equipment will be twenty-four (24) months, commencing as of January 30, 2022 and ending on January 29, 2024, as the same may be extended or renewed pursuant to the terms and conditions of the Agreement.
3. Except as modified by this Addendum, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Renewal Addendum to be executed as of the Renewal Addendum Effective Date set forth above.

The City of Compton, California (“Customer”)

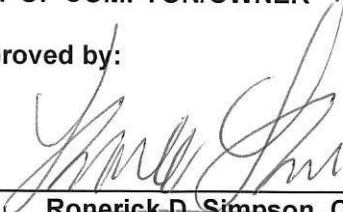
By: _____
Name: _____
Title: _____

Big Belly Solar, LLC (“Bigbelly”)

By:  _____
Name: Jeff Wakely
Title: CFO

CITY OF COMPTON/OWNER

Approved by:

By 
Ronerick D. Simpson, City Manager

Dated: 3-15-22

Approved as to form:

for By 
Eric Perrodin, City Attorney

Dated: 3/14/22

ATTEST:

Dated: 3-16-2022

By 
Alita Godwin, City Clerk



April 25, 2023

TO: MAYOR AND CITY COUNCIL

FROM: MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,600, AMENDING THE MUNICIPAL WATER DEPARTMENT'S 2022-2023 FISCAL YEAR BUDGET, ENTERING INTO AN AGREEMENT WITH, AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO BIGBELLY SOLAR, LLC. IN THE AMOUNT OF TWENTY EIGHT THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS AND FIFTY-FOUR CENTS (\$28,891.54)

SUMMARY

Adoption of the attached resolution will rescind Resolution No. 25,600, amend the Municipal Water Department's 2022-2023 Fiscal Year Budget, ratify the contract with, and authorize the City Manager to issue a purchase order to Big Belly Solar, LLC, in the amount of Twenty Eight Thousand Eight Hundred Ninety-One Dollars and Fifty-Four Cents.

BACKGROUND

Since 2016, Bigbelly and Smartbelly Stations have been placed in various locations throughout the City of Compton, which includes South Park, Sibrie Park, Tucker Park, Wilson Park, Kelly Park and Dollarhide Community Center. Bigbelly has been recognized as an industry leader in waste management, environmental and innovational technological spaces and is recognized as a C40 Cities Climate Leadership Group best practice.

The Bigbelly system is designed to be used in public spaces and to help manage litter reduction and achieve beverage recycling in one simple place. Cities are either collecting too often or wasting fuel and labor while creating CO2 emissions and Bigbelly's Clean Management Console empowers a City to monitor and evaluate station fullness, trends, and historical analysis reporting.

On January 18, 2022, City Council approved Resolution No. 25,600, which authorized the City Manager to enter into a twenty-four (24) month rental and service agreement for a term of January 30, 2022 through January 29, 2024, with BigBelly for the use of six (6) BigBelly and Smartbelly Double Kiosk Stations at six locations throughout the City. The upfront cost for use of the CLEAN software licenses, hardware, installation, set-up, automated system monitoring, cleaning, inspections and customer support is \$24,300.00 for the term of the agreement, which was requested in Resolution No. 25,600. However, the upfront cost did not include any additional fees that were related

Big Belly Payment – Municipal Water Department
April 25, 2023

to the repair or replacement of the kiosk stations, and at that time, there was not a need to repair any of the kiosk stations.

STATEMENT OF ISSUE

At the time of the previous Resolution, the funds were available in Account No. 2655-850-000-4249, and the Resolution conveyed that the Bigbelly agreement would be funded through a grant from CalRecycle. However, those funds lapsed to the CA Beverage Container Recycle Fund Balance after they were not expended during that fiscal year, which triggered a need for the Department to request to amend the current budget (FY 2022-2023) in order to use the funds for the BigBelly expenditure. Therefore, the Department has a need to rescind Resolution No. 25,600 to correct a minor issue.

As previously mentioned, the Resolution authorized the purchase order to be issued from Account No. 2655-850-000-4249; unfortunately, there is a need to correct the account number to replace it with an account that has funds to cover the cost of this expenditure; which is Account No. 2653-850-000-4249.

The City has the funds that were received from CalRecycle available to cover the rental cost of six (6) Double Kiosk Stations, the Connect System, and for the maintenance and servicing of the kiosk stations. The Bigbelly system is an option that is fully approved by CalRecycle's California Beverage Container Recycling Payment Program; therefore, the funds that lapsed into the CA Beverage Container Recycle Fund Balance 2653 can be used in part to fund this expenditure. Furthermore, a portion of the Double Kiosk Stations are currently in need of repair, and Section 5. of the Original Agreement that the City Manager entered into with BigBelly in January of 2022, states that,

“Customer is responsible for the risk of loss of theft, destruction of, or damage to the Equipment resulting from any causes, unless loss or damage is caused by Bigbelly or Bigbelly’s employees, contractors or agents, or results from defects, flaws or malfunctions in the Equipment, (collectively, ‘Loss’). Customer will provide Bigbelly written notice within 10 days of any Loss (‘Loss Notice’).”

Therefore, the Department will also need to cover the cost to repair the defective equipment, which amounts to \$4,591.54. Attached to this Resolution is the BigBelly Invoice and Estimate of Repair, titled “Exhibit A- Bigbelly”, Resolution (25,600), the Original Agreement, and Renewal Addendum.

FINANCIAL IMPACT

The Bigbelly expenditure's total encompasses the upfront costs of \$24,300, and a total cost of \$4,591.54 to cover the repair of the defective equipment, which amounts to \$28,891.54.

Big Belly Payment – Municipal Water Department**April 25, 2023**

Appropriation will come from the fund 2653's fund balance; therefore, the Department is requesting that the Water Department's FY 2022-2023 budget be amended as follows:

<u>Increase Expenditure</u>	<u>Account Description</u>	<u>Amount</u>
2653-850-000-4249	Special Dept. Expense	\$28,891.54

RECOMMENDATION

Staff recommends the adoption of the attached resolution, which will rescind Resolution No. 25,600, amend the Municipal Water Department's 2022-2023 Fiscal Year Budget, ratify the contract with, and authorize the City Manager to issue a purchase order to Big Belly Solar, LLC, in the amount of Twenty Eight Thousand Eight Hundred Ninety-One Dollars and Fifty-Four Cents

**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 RESCINDING RESOLUTION NO. 25,600, AMENDING THE MUNICIPAL WATER DEPARTMENT'S 2022-2023 FISCAL YEAR BUDGET, ENTERING INTO AN AGREEMENT WITH, AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO BIGBELLY SOLAR, LLC. IN THE AMOUNT OF TWENTY EIGHT THOUSAND EIGHT HUNDRED NINETY-ONE DOLLARS AND FIFTY-FOUR CENTS (\$28,891.54)

WHEREAS, since 2016, Bigbelly and Smartbelly Stations have been placed in various locations within the City of Compton, which includes South Park, Sibrie Park, Tucker Park, Wilson Park, Kelly Park and Dollarhide Community Center; and

WHEREAS, Bigbelly has been recognized as an industry leader in waste management, environmental and innovational technological spaces and is recognized as a C40 Cities Climate Leadership Group best practice, and the Bigbelly system is designed to be used in public spaces and to help manage litter reduction and achieve beverage recycling in one simple place; and

WHEREAS, cities are either collecting too often or wasting fuel and labor while creating CO2 emissions and Bigbelly's Clean Management Console empowers a City to monitor and evaluate station fullness, trends, and historical analysis reporting; and

WHEREAS, on January 18, 2022, City Council approved Resolution No. 25,600, which authorized the City Manager to enter into a twenty-four (24) month rental and service agreement for a period of January 30, 2022 through January 29, 2024, with BigBelly for the use of six (6) BigBelly and Smartbelly Double Kiosk Stations at six locations throughout the City; and

WHEREAS, the upfront cost for use of the CLEAN software licenses, hardware, installation, set-up, automated system monitoring, cleaning, inspections and customer support is \$24,300.00 for the term of the agreement, however, the upfront cost did not include any additional fees that were related to the repair or replacement of the kiosk stations; and

WHEREAS, at the time of the previous Resolution (No. 25,600), the funds were available in Account No. 2655-850-000-4249, and the Resolution conveyed that the Bigbelly agreement would be funded through a grant from CalRecycle, however, those funds lapsed to the CA Beverage Container Recycle Fund Balance, because they were not expended during that Fiscal Year; and

WHEREAS, the Department has a need to rescind Resolution No. 25,600 to correct a minor issue, because the Resolution authorized the purchase order to be issued from Account No. 2655-850-000-4249; and

WHEREAS, there is a need to correct the account number to replace it with an account that has funds to cover the cost of this expenditure; which is Account No. 2653-850-000-4249

WHEREAS, the City is requesting payment for the rental cost of six (6) Double Kiosk Stations, the Connect System, and for the maintenance and servicing of the kiosk stations, and the Department is also requesting funds to cover the cost that is needed to repair the defective equipment, which amounts to an additional \$4,591.54; and

WHEREAS, the Bigbelly expenditure's total encompasses the upfront costs of \$24,300, and the repair cost of \$4,591.54, which amounts to \$28,891.54; and

WHEREAS, funds for this expenditure are available in the CA Beverage Container Recycle Fund Balance; however, the Department's Fiscal Year 2022-2023 Budget will need to be amended to appropriate funds from the CA Beverage Container

Recycle Fund Balance 2653 by increasing expenditures in Account No. 2653-850-000-4249.

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

SECTION 1. That Resolution No. 25,600, adopted by the City Council on January 18, 2022, is hereby rescinded.

SECTION 2. That the City Manager is hereby authorized to enter into a twenty-four (24) month rental and service agreement with Bigbelly for the use of six (6) Bigbelly and Smartbelly Double Kiosk Stations at six locations: South Park, Sibrie Park, Tucker Park, Wilson Park, Kelly Park and Dollarhide Community Center for a period of January 30, 2022 through January 29, 2024.

SECTION 3. That an appropriation from the CA Beverage Container Recycle Fund Balance 2653 be authorized in the amount of \$28,891.54 so that an increase in expenditure appropriations shall be made available in the FY 2022-2023 Budget in Account No. 2653-850-000-4249.

SECTION 4. That the City Manager is hereby authorized to issue a purchase order to Bigbelly Solar, LLC. in the amount of \$28,891.54.

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

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

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

CITY CLERK OF THE CITY OF COMPTON

April 25, 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 ENTER INTO AN ACTIVE INTERCONNECTION WATER SUPPLY AGREEMENT WITH SUBURBAN WATER SYSTEMS

SUMMARY

This resolution authorizes the City Manager to enter into an active interconnection water supply agreement and provide water services to Suburban Water Systems.

BACKGROUND

On February 13, 2007, City Council approved Resolution No. 22,224, authorizing an emergency water supply agreement (2007 Agreement) between the City and the Sativa Los Angeles County Water District, under which the City agreed to provide potable water to the active interconnection operated by the Sativa Los Angeles County Water District (Sativa District). Sativa District served a population of approximately 6,837 through 1,643 active service connections in the City of Compton and Willowbrook, an unincorporated area of Los Angeles County.

On September 28, 2018, Governor Jerry Brown signed Assembly Bill 1577, thereby enacting California Health & Safety Code §116687 which, among other things, authorized the dissolution of the Sativa District, and the appointment of an “administrator” and “successor agency” for the Sativa District. The County of Los Angeles took over management of the Sativa Los Angeles County Water District, with the intention to transfer or sell the Sativa Water System to a qualified water system operator.

As of April 7, 2022, the California Public Utilities Commission (CPUC) approved Suburban Water Systems’ acquisition of Sativa Los Angeles County Water District, located on Willowbrook Avenue and Compton Boulevard. Therefore, it has become necessary to amend certain terms and conditions of the Agreement to reflect the recent changes.

STATEMENT OF THE ISSUE

Suburban Water Systems has recently acquired the Sativa Los Angeles County Water District. In April 2007, the City executed an Agreement with Sativa Los Angeles County

Water District to provide potable water to the active interconnection. Suburban Water Systems desires to memorialize the agreement with the City as the successor to the Sativa Water District, and assign the rights and duties specified in the 2007 Agreement from the Sativa Water District to Suburban Water Systems.

Currently, there is one active water interconnection between Suburban and the City located on Oris Street, 160 feet west of Willowbrook Avenue (Locations are depicted on Exhibits “A” and “B” attached hereto).

The City and Suburban Water Systems agree that the City will provide potable water to the Suburban active interconnection, as determined by Suburban, in amounts sufficient to continuously serve all customers of Suburban as long as there is a need. The need to supply water to Suburban may include circumstances of water shortages, fire, earthquake, flood, interruption of water service to Suburban’s water customers, unexpected occurrences, involving a clear and imminent danger, demanding immediate action to prevent or mitigate a loss of, or damage to life, health, property, or essential public services.

Suburban Water Systems will maintain, at its own cost, any materials, labor or services related to the active interconnection and the City will be compensated for water usage at the City’s standard rates at the time of usage, and pursuant to the terms and conditions stated within the agreement.

ALTERNATIVES

Staff does not recommend any alternatives.

FINANCIAL IMPACT

Suburban Water Systems shall maintain, at its own cost, any fees related to the active interconnection and will compensate the City for water usage at the City’s standard rate.

RECOMMENDATION

Staff recommends the City Council to approve and authorize the City Manager to enter into an active interconnection water supply agreement and provide water services to Suburban Water Systems.

**Staff Report – Suburban Water Systems
Active Interconnection Water Supply Agreement
April 4, 2023, page 3**

**VICTOR MEZA
WATER DEPARTMENT GENERAL MANAGER**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ACTIVE
INTERCONNECTION WATER SUPPLY AGREEMENT WITH SUBURBAN
WATER SYSTEMS**

WHEREAS, in April 2007, the City Council adopted Resolution No. 22,224, authorizing an active interconnection water supply agreement between the City and the Sativa Los Angeles County Water District, under which the City agreed to provide potable water to the Sativa Water District; and

WHEREAS, in April 2022, Suburban Water Systems acquired the Sativa Los Angeles County Water District and desires to memorialize the Agreement with the City as the successor to the Sativa Water District, and assign the rights and duties specified in the 2007 Agreement from the Sativa Water District to Suburban Water Systems; and

WHEREAS, there is one active water interconnection located on Oris Street and Willowbrook Avenue; and

WHEREAS, the City will provide potable water to the Suburban active interconnection, as determined by Suburban, in the amounts sufficient to continuously serve the customers of Suburban as long as there is a need; and

WHEREAS, the need may include circumstances of fire, earthquake, flood, interruption of water service to Suburban's water customers, unexpected circumstances, involving a clear and imminent danger, demanding immediate action to prevent or mitigate a loss of, or damage to life, health, property or essential public services; and

WHEREAS, Suburban will maintain, at its own cost, any labor or services related to the active interconnection and the City will be compensated for water usage at the City's standard rates.

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 an active interconnection water supply agreement and provide potable water to Suburban Water Systems.

SECTION 2. That Suburban Water Systems will maintain, at its own cost, any labor or services related to the active interconnection and the City will be compensated for water usage at the City's standard rates.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk 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 forgoing 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-
ABSENT:	COUNCIL MEMBERS-
ABSTAIN:	COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

WATER SUPPLY AGREEMENT FOR THE SATIVA WATER SYSTEM

By And Between
The City of Compton
And
Suburban Water Systems

This Water Supply Agreement for the Sativa Water System (“Agreement”) by and between the City of Compton, a political subdivision of the State of California, (“City”), and Suburban Water Systems, a California water corporation (“Suburban”), is entered into as of the Effective Date, as defined below. City or Suburban may be referred to collectively as “the Parties,” or each individually as a “Party.”

RECITALS

WHEREAS, on or about March 6, 2007, City and the Sativa Los Angeles County Water District (“Sativa District”) entered into an emergency water supply agreement under which the City agreed to provide potable water during emergency circumstances to the community water system operated by the Sativa District (“Sativa Water System”) (the “2007 Agreement”);

WHEREAS, the City’s water system and the Sativa Water System are interconnected on Oris Street, near the intersection of Oris Street and Willowbrook Avenue;

WHEREAS, on September 28, 2018, Governor Jerry Brown signed Assembly Bill 1577, thereby enacting California Health & Safety Code §116687 (“H&S Code §116687”) which, among other things, authorized the dissolution of the Sativa District, and the appointment of an “administrator” and “successor agency” for the Sativa District;

WHEREAS, pursuant to H&S Code § 116687, on October 31, 2018, the State Water Resources Control Board appointed Los Angeles County (“County”) as the administrator of the Sativa District and, on November 1, 2018, County assumed full administrative, managerial, and financial control of the Sativa District;

WHEREAS, on February 13, 2019, the Local Agency Formation Commission for County of Los Angeles (“LAFCO”) adopted Resolution No. 2019-02RMD (“LAFCO Resolution”) which, among other things (1) dissolved the Sativa District and (2) appointed County as the “successor agency” for the Sativa District, succeeding to all of the rights, duties and obligations of the Sativa District with respect to enforcement, performance, or payment of outstanding bonds or other contracts and obligations of the Sativa District and winding up the affairs of the Sativa District pursuant to Government Code §§ 56886(m) and 57451(c) and subject to H&S Code § 116687, including the power to exchange, sell, or otherwise dispose of all property, real and personal, of the Sativa District;

WHEREAS, on April 20, 2021, County and Suburban Water Systems signed an Asset Purchase Agreement under which Suburban would purchase all of the assets of the Sativa District from County, subject to CPUC approval;

WHEREAS, on April 7, 2022, the CPUC approved Suburban’s acquisition of the Sativa Water System from County;

WHEREAS, County and Suburban closed the acquisition of the Sativa Water System on December 22, 2022, and as of that date Suburban owns the Sativa Water System;

WHEREAS, the 2007 Agreement expressly states that it shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the Parties;

WHEREAS, the Parties desire to memorialize that Suburban is the successor to the Sativa Water District, and assign the rights and duties specified in 2007 Agreement from the Sativa Water District to Suburban;

WHEREAS, The City has accepted Suburban's application to become a customer in accordance with the Appendix to Chapter 23 of the Compton Municipal Code;

AND WHEREAS, the Parties desire to update certain terms and conditions to reflect changes since the 2007 Agreement;

The parties, therefore, agree as follows:

AGREEMENT

1. Effective Date. The Effective Date of this Agreement is the date upon which the last party executes this Agreement.

2. Water Rights.

2.1. City Water Rights. City represents and warrants that it has valid water rights to serve the water delivered to District under this Agreement. The Parties agree that Suburban does not acquire any interest to the City's water rights from any source as a result of this Agreement, but rather only acquires a right to water service during the term of this Agreement, pursuant to the provisions of this Agreement.

2.2. Suburban Water Rights. The Parties agree that City does not acquire any interest to the Suburban's water rights from any source as a result of this Agreement, but rather only acquires a right to receive payment from Suburban for water delivered through the interconnection pursuant to the provisions of this Agreement.

2.3. Water Rights Leases. The Parties agree that, in their discretion, the Parties may lease water rights at then-market rates as necessary to ensure the Parties do not exceed their respective adjudicated rights in the Central Groundwater Basin, or otherwise violate a term of the judgment adjudicating the Central Groundwater Basin.

3. Provision of Water Service.

3.1. Commercial Water Service. City agrees to provide potable water to the Suburban on the same terms and conditions as any other commercial customer served by the City's system.

3.2. Protection of City System. The City is not obligated to provide water to Suburban, if in the judgment of the City, such service would jeopardize the health, safety and welfare of the City's residents, or cause damage to the City's water system.

4. Water Treatment. The water provided to Suburban pursuant to this Agreement shall be treated to City drinking water standards. The water shall be treated to a level comparable to water provided to other City water users, and the water shall comply with all federal, State, and local domestic drinking water standards.

5. Location of Interconnection. The interconnection is located on Oris Street, 160 feet west of Willowbrook Avenue, prior to the entry of the alley way south side of Oris Street. Said location is depicted on Exhibits "A" and "B" attached hereto.

6. Place of Delivery and Measurement.

6.1. Place of Delivery. City shall deliver the water to the interconnection for Suburban's service to the customers of the Sativa Water System.

6.2. Metering. Suburban shall maintain, at its own cost, a meter to measure the water actually delivered from City to Suburban. Suburban shall read this meter monthly and shall report water usage to City by the tenth (10th) day of the month following the month of such water usage, including reporting no usage.

6.3. Meter Accuracy. If within seven days after receipt of the monthly report of water usage, the City disputes the accuracy of the reported water usage, the Parties shall meet and confer to determine the accuracy of the subject report. The Parties may thereafter test the meter installed at the interconnection to determine the accuracy of the meter. The meter will be deemed to be accurate if the meter test report shows the meter accuracy is between 105 percent and 95 percent. If the meter accuracy is greater than 105 percent or less than 95 percent, the Parties will adjust the disputed bill, and future bills, consistent with the test results, until the meter has been repaired or replaced, and the City has been provided a test report showing acceptable meter accuracy.

6.4. Annual Testing. Suburban will test the meter for accuracy annually and provide the testing results to the City. If the meter report states that the meter is reading more than 105 percent or less than 95 percent, Suburban will have the meter repaired or replaced. All future bills will be adjusted consistent with the test results, until the meter has been repaired or replaced, and the City has been provided a test report showing acceptable meter accuracy.

7. Backflow Prevention. Suburban may, at its option, install backflow prevention and other devices to assure the quality of water served to its customers. It shall be the responsibility of Suburban to construct and maintain, at its sole cost and expense, any necessary facilities to enable Suburban to deliver water to its customers.

8. Charges And Payment for Water Service.

8.1. Monthly Charges.

8.1.1. *Volumetric Charges.* Suburban shall pay the volumetric charges applicable to Class A customers, as set forth in subdivision (b) of Section 1 of the Rules and Regulations Governing the Rates and Operations of the Compton Municipal Water Department ("Water Department Rules"), as such charges may be revised from time to time.

8.1.2. *Minimum Monthly Charge.* Suburban shall pay the minimum monthly charge applicable to 6-inch meters, as set forth in subdivision (d) of Section 1 of the Water Department Rules, as such charges may be revised from time to time.

8.2. Connection Fee. Suburban shall pay a one-time connection fee of \$25,000, due 30 days from the Effective Date. The purpose of the connection fee is to provide funds to the City to offset the cost of providing Sativa-related backbone plant, including special facilities such as source of supply, treatment and pumping and storage facilities,

8.3. Rendering of Bills. The City shall render a bill to Suburban based on the meter reading reported pursuant to Section 6.2 of this Agreement. The City shall render a bill to Suburban within 10 business days of Suburban transmitting the meter reading, except when the monthly report is disputed pursuant to Section 6.3.

8.4. Payment of Bills. Suburban shall pay the monthly bills tendered by the City under the same terms and conditions as standard commercial customers served by the Compton Water Department.

9. Term and Termination of Agreement. This Agreement shall remain in full force and effect for as long as City and Suburban provide water services to their respective customers, or until the occurrence of one of the following events:

9.1. By Suburban. Suburban may terminate this Agreement upon 60 days written notice to the City, if City fails to: (1) serve sufficient water to Suburban during times of emergency; (2) serve water of a quality comparable to that provided to City customers and in compliance with all applicable domestic drinking water standards; or (3) City seeks to impose rates and charges upon Suburban in excess of the standard rates charged City customers.

9.2. By City. If Suburban fails to pay reasonable charges for water service as described in Section 8 of this Agreement, then City shall provide Suburban with notice of such failure to pay. Suburban shall have 30 days from the date of such notice to cure the failure to pay any due and payable charges. If Suburban has not paid said charges after this 30-day period for cure, City may immediately terminate this Agreement without further notice.

10. Compliance with CEQA. The Parties acknowledge and agree that this Agreement is consistent with the City's General Plan, and that this Agreement does not require additional review under the California Environmental Quality Act (CEQA). The Parties acknowledge and agree that this Agreement is relates to the use of existing facilities, including but not limited to the City's water distribution system and the Sativa interconnection. The Agreement will cause no new, significant environmental effects, nor will it require any new mitigation measures.

11. Indemnification. Suburban shall indemnify, defend, and hold harmless City and its officers, officials, employees, and agents from and against any, and all liability, loss, damage, expense, costs (including costs and fees of litigation) of every nature arising out of Suburban actions under this Agreement. City shall indemnify, defend, and hold harmless Suburban and its officers, board members, officials, employees, and agents from and against any, and all liability, loss, damage, expense, costs (including costs and fees of litigation) of every nature arising out of City actions under this Agreement. Any inability to convey water from City to Suburban for any reasons related to the failure properly maintain and/or operate the inter-connection shall not cause any liability on the part of City.

12. Notices. Any and all notices or other communications which a Party is required to, or elects to, provide to the other Party to this Agreement shall be in writing and shall be delivered by electronic mail to the addresses specified below, and to the following physical addresses by: (a) personal delivery; (b) United States Postal Service, certified or registered mail, postage prepaid, return receipt requested; (c) a nationally recognized overnight courier service for next day delivery, or (d) via electronic mail with a copy sent via first class mail, postage prepaid.

If to City:

City of Compton Municipal Water
Department
205 South Willowbrook Ave.
Compton, CA 90220
Tel: 310.605.5595
Email: _____
Attn: Water Department General Manager

With a copy to:

If to Company:

Suburban Water Systems
1325 N. Grand Avenue, Suite 100
Covina, CA 91724
Telephone: 626-543-2500
Email: ggalindo@swwc.com
Attn: Gregory Galindo

With a copy to:

Suburban Water Systems
1325 N. Grand Avenue, Suite 100
Covina, CA 91724
Telephone: 626-543-2500
E-mail: Legal@swwc.com
Attn: General Counsel

13. Incorporation of Prior Agreements, Amendments. This Agreement along with any exhibits and attachments hereto constitutes the final and entire agreement between the City and Suburban relative to the provision of water supply services. This Agreement and the exhibits and attachments may be altered, amended, or

revoked only by an instrument in writing signed by authorized representatives of both the City and Suburban. The City and Suburban hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to this subject are merged in or revoked by this Agreement.

14. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

15. No Third-Party Beneficiaries. This Agreement does not create and shall not be construed to create any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, or other form of organization or kind that is not a Party to this Agreement.

16. Attorneys' Fees. Should either Party to this Agreement take any action to enforce, interpret or apply any provision of this Agreement, including without limitation the institution of any action or proceeding to enforce any provision of this Agreement, or to recover damages, or to obtain injunctive or other equitable or legal relief by reason of any alleged breach of any provision of this Agreement, or for a declaration of any Party's rights or obligations under this Agreement, or for any other judicial or equitable remedy (including arbitration), the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the non-prevailing Party for all costs and expenses incurred, including without limitation all attorneys' fees and costs for services rendered to the prevailing Party and any attorneys' fees and costs incurred in enforcing any judgment or order entered, and any attorneys' fees and costs on appeal.

17. Cumulative Rights; Waiver. The rights created under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by either Party to exercise, and no delay in exercising any rights, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of either Party to insist upon strict adherence to any term of the agreement on one or more occasions shall not be considered or construed or deemed a waiver of any provision or any breach of any provision of this Agreement or deprive that Party of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of this Agreement. No delay or omission on the part of either Party in exercising any right under this Agreement shall operate as a waiver of any such right or any other right under this Agreement.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

19. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

20. Time of Essence. Time is of the essence of this Agreement and of each and all of its provisions.

21. Certification. The Parties certify that there is no action, suit, proceeding or investigation pending or, to the best of the Parties' knowledge, threatened against the Parties which, in the Parties' judgment, either in any one instance or in the aggregate, may result in any material adverse change in the Parties' business, operations, financial condition, properties or assets, or in any material impairment in the Parties' right or ability to carry on its business substantially as now conducted, or in any material liability on the part of the Parties, or which would draw into question this Agreement's validity, or of any action taken or to be taken in connection with the transactions contemplated hereby, or which would be likely to impair materially the Parties' ability to perform under this Agreement.

22. Contingencies. This Agreement and all of the terms, provisions, conditions, covenants and obligations imposed on the Parties hereto, are contingent upon satisfaction of all of the following conditions:

22.1. Any necessary approvals by LAFCO, OHS and any other necessary entities related to the delivery of water during emergency services;

22.2. Delivery to Suburban of a resolution of the Compton City Council authorizing its officers to execute, deliver and carry out the terms of this Agreement. Said Resolution is attached hereto as Exhibit "C"; and

22.3. Execution of this Agreement by duly authorized officers of City and Suburban.

WHEREFORE, the Parties have caused this Agreement to be executed by their authorized representatives as of the Effective Date.

City of Compton

Suburban Water Systems

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Craig Gott
Title: President
Date: _____

EXHIBIT "A"

Interconnection Location

ANTHONY ARANA

Sativa Interconnection

Sativa System 6" Waterline

Compton 10" Waterline

E Oris St

E Oris St

E Oris St

N Willowbrook Ave

junior's truck and auto mobile

Tortilleria Las Paloma

Google Earth

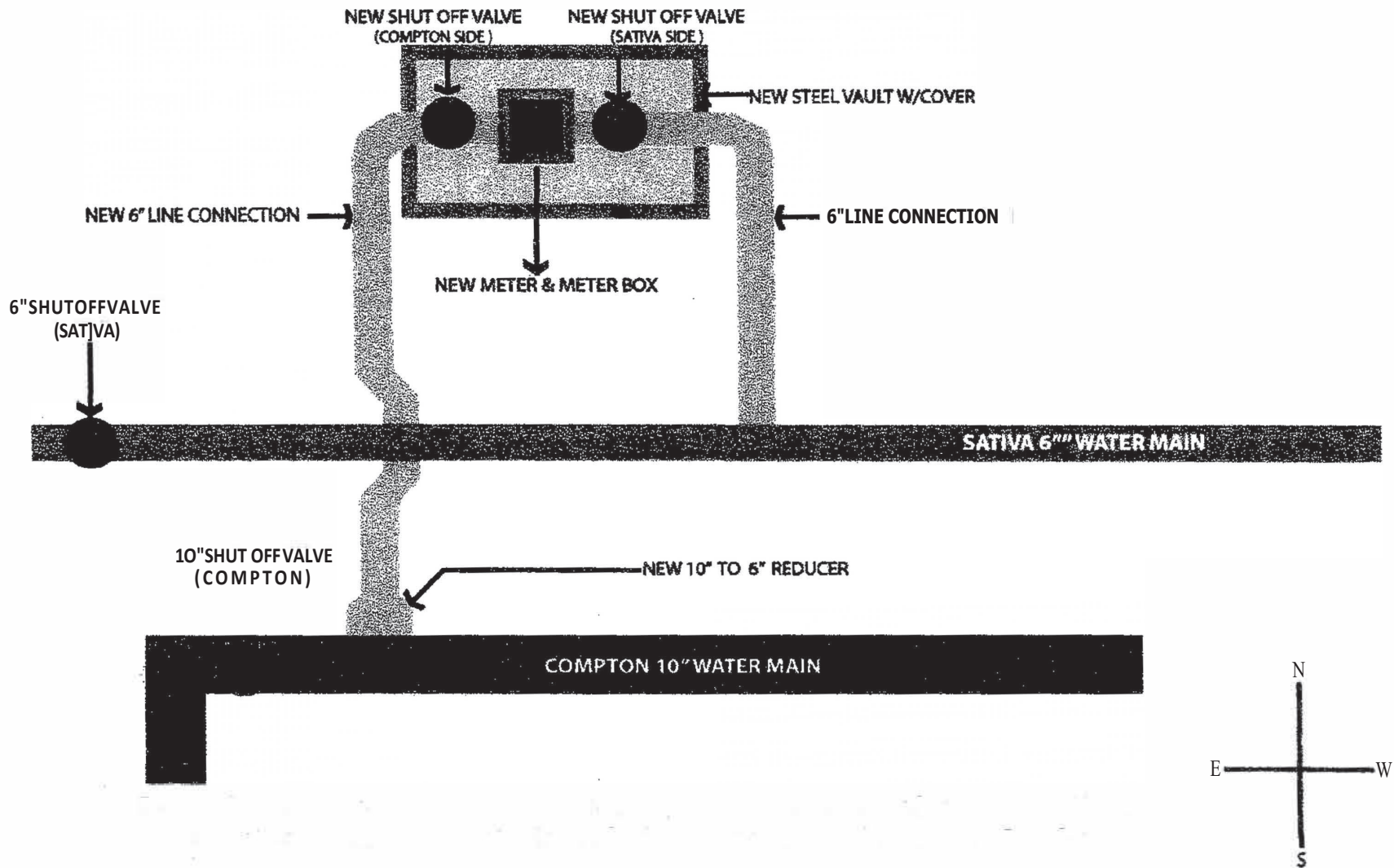
Data USGS

80 ft



EXHIBIT 'B'

Interconnection Schematic



AGREEMENT FOR EMERGENCY WATER SERVICE

This Agreement ("Agreement") to provide emergency water service within the unincorporated areas near the City of Compton, a political subdivision of the State of California ("**City**"), is entered into as of the date executed below, by and between **City**, and **the Sativa Los Angeles County Water District**, a County Water District within the State of California ("**District**"), referred to herein collectively as "the Parties," or each individually as a "Party."

I RECITALS

This Agreement is made with respect to the following facts:

A. Whereas, District is a County Water District organized under California Water Code sections 30000 et seq.;

B. Whereas, District provides water to customers located within the unincorporated areas near the City of Compton;

C. Whereas, District desires to obtain an emergency source of water to ensure a safe and reliable water supply for District customers during times of emergencies;

D. Whereas, City supplies water for municipal, industrial and other purposes, of a quality consistent with standards established by the California State Department of Health Services ("OHS");

E. Whereas, to stay in compliance with Local Agency Formation Commission ("LAFCO") criteria, including Sphere of Influence ("SOI") requirements for emergency water supply via inter-agency connections, District hereby seeks an inter-agency emergency fresh water connection with City;

F. Whereas, District has been in communication with the City's Water Department since early February 2006 for the purpose of negotiating an agreement between City and District to enable the City to temporarily serve water to District during emergency conditions;

G. Whereas, estimates for material cost and labor have been researched, and District has agreed to bear those costs;

H. Whereas, the purpose of this inter-connection is for emergency use only, and the City will be compensated for water usage at City's standard rates at the time of usage, and pursuant to the terms and conditions stated herein.

NOW, THEREFORE, the Parties agree as follows:

II. AGREEMENT

1. Effective Date. The Effective Date of this Agreement is the date upon which the City and the District executed this Agreement below.

2. Water Rights. City represents and warrants that it has valid water rights to serve the water delivered to District under this Agreement. The Parties agree that District does not acquire any interest to the City's water rights from any source as a result of this Agreement, but rather only acquires a right to water service during the term of this Agreement, pursuant to the provisions of this Agreement. The Parties agree that City does not acquire any interest to the District's water rights from any source as a result of this Agreement, but rather only acquires a right to receive payment from District for water delivered during emergency circumstances, pursuant to the provisions of this Agreement.

3. Provision of Water Service. City agrees to provide potable water to the District during emergency circumstances, as determined by District, in amounts sufficient to continuously serve all customers of the District so long as the emergency conditions persist. For purposes of this Agreement, "emergency circumstances" shall include any of the following: Water shortage/emergency as declared by the Governor; unforeseen circumstances resulting in an interruption of water service to the District's regular customers; any sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate a loss of, or damage to life, health, property, or essential public services, including without limitation, such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident or sabotage.

4. Water Treatment. The water provided to District pursuant to this Agreement shall be treated to City drinking water standards. The water shall be treated to a level comparable to water provided to other City water users, and the water shall be in compliance with all federal, state and local domestic drinking water standards.

5. Location of Interconnection. A location for the inter-connection has been determined. The most suitable location for this inter-connection for emergency fresh water use is on Oris Street, 160 feet west of Willowbrook Avenue, prior to the entry of the alley way south side of Oris Street. Said location is depicted on Exhibits "A" and "B" attached hereto. District has a 6' water main (AC pipe) approximately 5-6 feet north of the south curb edge of Oris Street, approximately 4 feet deep. The City of Compton has a 10' water main, approximately 3 feet south of the curb edge, (in the parkway) on Oris Street, approximately 4 feet deep. Oris Street is 24 feet wide with an asphalt surface. The alley is 14 feet, 4 inches wide with a dirt surface. The alley way is 160 feet west of the curb edge of Willowbrook Avenue.

6. Method of Delivery. City shall deliver the water to said inter-connection for District use. District shall install, at its own cost, a meter to measure the actual water delivered from City to District. The Parties may arrange for the reading of the meter and invoice schedules at such time and in such manner as they subsequently agree. District may, at its option, install backflow prevention and other devices to assure the quality of water served to its customers. It shall be the responsibility of District to construct and maintain, at its sole cost and expense, any necessary facilities to enable delivery of water from said inter-connection to District customers.

7. Charge for Water Service. District shall pay the rates and charges established by the City Council for water delivered to City customers. District shall pay the standard, regularly established rates and charges set by the City Council at the time the water is used. Current City Charges are set forth on Exhibit "D" attached hereto. City shall impose no additional fees upon District due to the delivery of water during emergency circumstances, nor shall City impose any additional fees upon District because District provides service to customers residing in unincorporated areas near City boundaries. Changes to the rates, charges or fees shall be made only when City makes comparable changes to its fees for City's existing customers. Notification of any changes to the rates, charges or fees shall be made to District in accordance with Section 11 below, at least 60 days prior to their implementation date.

8. Term and Termination of Agreement. This Agreement shall remain in full force and effect for as long as City and District provide water services to their respective customers, or until the occurrence of one of the following events:

a. District may terminate this Agreement upon sixty (60) days written notice to the City if City fails to (1) serve sufficient water to District during times of emergency; (2) serve water of a quality comparable to that provided to City customers and in compliance with all applicable domestic drinking water standards; or (3) City seeks to impose rates and charges upon District in excess of the standard rates charged City customers.

b. If District fails to pay reasonable charges for water service as described in Section 7 of this Agreement, then City shall provide District with notice of such failure to pay. District shall have 30 days from the date of such notice to cure the failure to pay any due and payable charges. If District has not paid said charges after this 30-day period for cure, City may immediately terminate this Agreement without further notice.

9. Compliance with CEQA. The Parties acknowledge and agree that this Agreement is consistent with the City's General Plan, and that this Agreement does not require additional review under the California Environmental Quality Act (CEQA). The Parties acknowledge and agree that this Agreement is for the provision of water during

emergency circumstances only. The Agreement will cause no new, significant environmental effects, nor will it require any new mitigation measures.

10. Indemnification. District shall indemnify, defend and hold harmless City and its officers, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including costs and fees of litigation) of every nature arising out of District actions under this Agreement. City shall indemnify, defend and hold harmless District and its officers, board members, officials, employees and agents from and against any and all liability, loss, damage, expense, costs (including costs and fees of litigation) of every nature arising out of City actions under this Agreement. Any inability to convey water from City to District for any reasons related to the failure of District to properly maintain and/or operate the inter-connection shall not cause any liability on the part of City.

11. Notices. Notices under this Agreement shall be deemed to have been given (a) on the date when the notice is personally delivered to the representatives of the party to whom the notice is directed, which representatives have been designated under this Agreement to receive notices hereunder, or (b) on the third day after the notice is deposited in the U.S. mail, first class or better postage prepaid, addressed as follows:

CITY:

City of Compton Water Department
Mr. Kambiz Shoghi, General Manager
205 South Willowbrook Avenue
Compton, CA 90221
Telephone: (310) 605-5500

Compton City Attorney Office
Legrand Clegg, City Attorney
205 South Willowbrook Avenue
Compton, CA 90221
Telephone (310) 605-5500

DISTRICT:

Saliva Los Angeles County Water District
Theresa Johnson, Office Manager
2015 E. Hatchway Street
Compton, CA 90222
Telephone: (310) 631-8176

Saliva Los Angeles County Water District
Kiben C. Love, Field Manager
2015 East Hatchway Street
Compton, CA 90222
Telephone (310) 631-8176

12. Incorporation of Prior Agreements, Amendments. This Instrument along with any Exhibits and attachments hereto constitutes the final and entire agreement between the City and District relative to the provision of emergency water supply

services. This Agreement and the Exhibits and attachments may be altered, amended or revoked only by an instrument in writing signed by authorized representatives of both the City and District. The City and District hereby agree that all prior or contemporaneous oral agreements between and among themselves and their agents or representatives relative to this subject are merged in or revoked by this Agreement.

13. Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the Parties.

14. No Third Party Beneficiaries. This Agreement does not create, and shall not be construed to create, any rights enforceable by any person, partnership, corporation, joint venture, limited liability company or other form of organization or association of any kind that is not a Party to this Agreement.

15. Attorneys' Fees. Should either Party to this Agreement take any action to enforce, interpret or apply any provision of this Agreement, including without limitation the institution of any action or proceeding to enforce any provision of this Agreement, or to recover damages, or to obtain injunctive or other equitable or legal relief by reason of any alleged breach of any provision of this Agreement, or for a declaration of any Party's rights or obligations under this Agreement, or for any other judicial or equitable remedy (including arbitration), the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the non-prevailing Party for all costs and expenses incurred, including without limitation all attorneys' fees and costs for services rendered to the prevailing Party and any attorneys' fees and costs incurred in enforcing any judgment or order entered, and any attorneys' fees and costs on appeal.

16. Cumulative Rights: Waiver. The rights created under this Agreement, or by law or equity, shall be cumulative and may be exercised at any time and from time to time. No failure by either Party to exercise, and no delay in exercising any rights, shall be construed or deemed to be a waiver thereof, nor shall any single or partial exercise by either Party preclude any other or future exercise thereof or the exercise of any other right. Any waiver of any provision or of any breach of any provision of this Agreement must be in writing, and any waiver by either Party of any breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any breach of any other provision of this Agreement. The failure of either Party to insist upon strict adherence to any term of the agreement on one or more occasions shall not be considered or construed or deemed a waiver of any provision or any breach of any provision of this Agreement or deprive that Party of the right thereafter to insist upon strict adherence to that term or provision or any other term or provision of this Agreement. No delay or omission on the part of

either Party in exercising any right under this Agreement shall operate as a waiver of any such right or any other right under this Agreement.

17. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall together constitute one and the same instrument.

18. Severability. If any provision of this Agreement is invalid, illegal or unenforceable, such provision shall be deemed to be severed or deleted from this Agreement and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality or unenforceability.

19. Time of Essence. Time is of the essence of this Agreement and of each and all of its provisions.

20. Certification. The Parties certify that there is no action, suit, proceeding or investigation pending or, to the best of the Parties' knowledge, threatened against the Parties which, in the Parties' judgment, either in any one instance or in the aggregate, may result in any material adverse change in the Parties' business, operations, financial condition, properties or assets, or in any material impairment in the Parties' right or ability to carry on its business substantially as now conducted, or in any material liability on the part of the Parties, or which would draw into question this Agreement's validity, or of any action taken or to be taken in connection with the transactions contemplated hereby, or which would be likely to impair materially the Parties' ability to perform under this Agreement.

21. Contingencies. This Agreement and all of the terms, provisions, conditions, covenants and obligations imposed on the Parties hereto, are contingent upon satisfaction of all of the following conditions:

A. Any necessary approvals by LAFCO, OHS and any other necessary entities related to the delivery of water during emergency services;

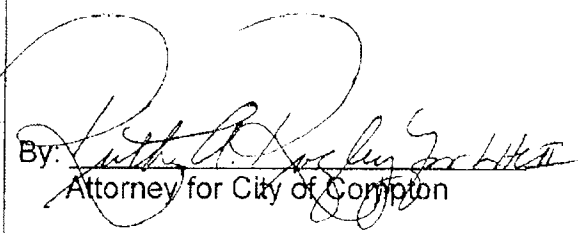
B. Delivery to District of a resolution of the Compton City Council authorizing its officers to execute, deliver and carry out the terms of this Agreement. Said Resolution is attached hereto as Exhibit "C"; and

C. Execution of this Agreement by duly authorized officers of City and District.

Immediately upon execution and delivery of this Agreement by both City and District, this Agreement shall become an enforceable obligation of the City and District,

subject only to the contingencies stated herein and laws of general application, including bankruptcy laws.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

Dated: <u>03/06/07</u>	SATIVA LOS ANGELES COUNTY WATER DISTRICT <i>n</i> Q{E.J President, Board of Directors Address: 2015 E Hatchway Street Compton, CA 90222
Dated: <u>-1 C-OJ</u>	CITY OF COMPTON <i>B Sp. II cll. M.</i> Name: <i>C. A. C. es. t. Y. N.!</i> Title: <i>ti. igNi</i> <i>City 1'4'""'9<':ec</i> Address: 205 South Willowbrook Ave. Compton, CA 90221
Approved As To Form: Dated: <u>/ft</u>	 By: <i>[Signature]</i> Attorney for City of Compton
Approved As To Form: Dated: February 28, 2007	NOSSAMAN, GUTHNER, KNOX & ELLIOTT, LLP By <i>ti?ei</i> Attorney for Sativa Los Angeles County Water District

Dated: 3-7th 0'1

CITY OF COMPTON

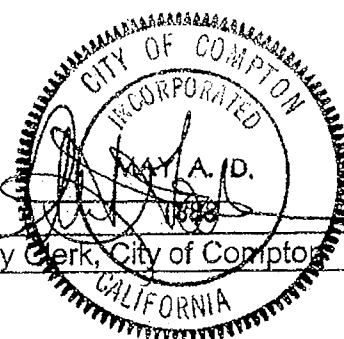
By 
City Clerk, City of Compton


EXHIBIT A

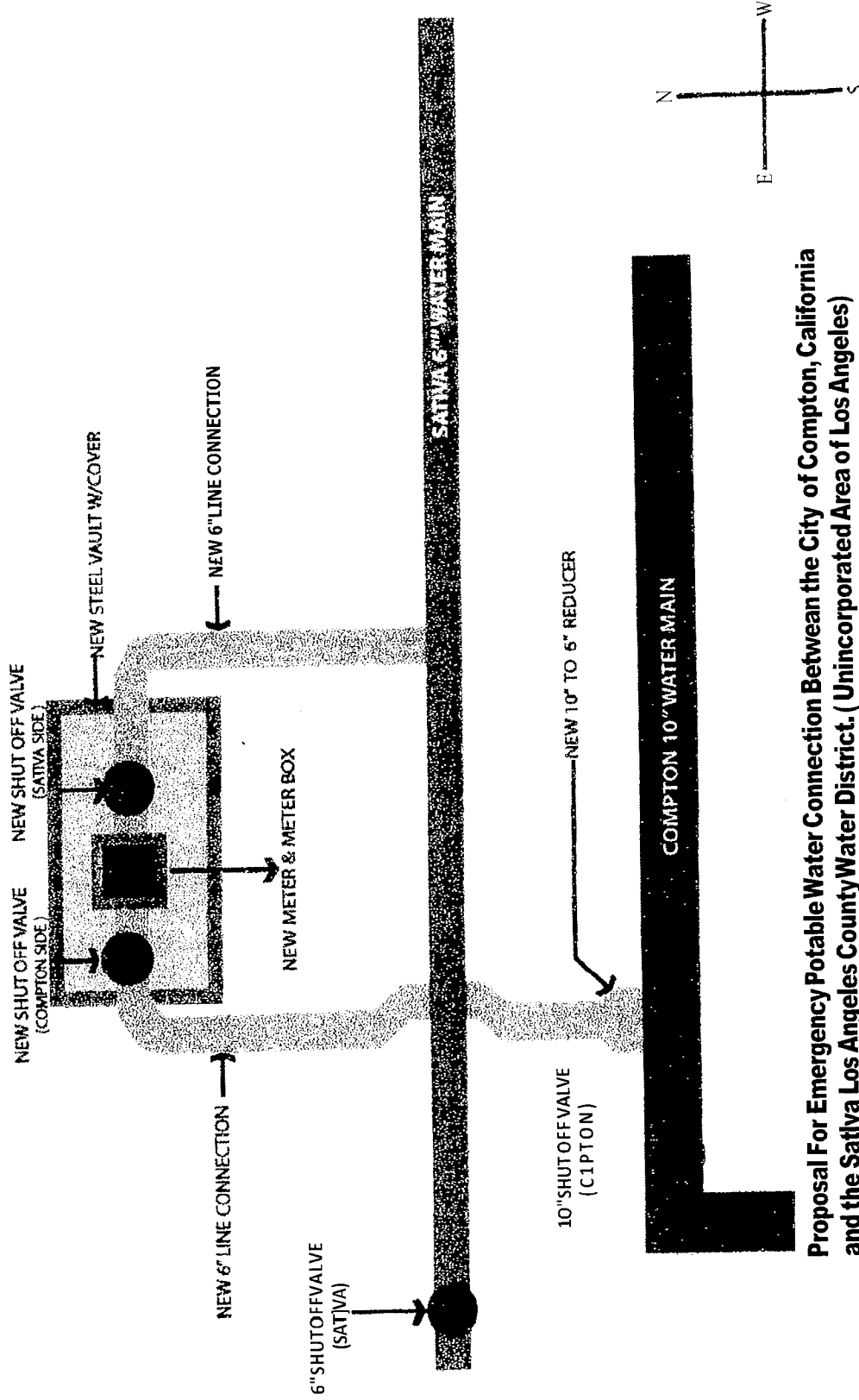
Proposal For Emergency Potable Water Connection



EXHIBIT B

EXHIBIT 'B'

PROPOSED WORK AREA EXPOSED VIEW



Proposal For Emergency Potable Water Connection Between the City of Compton, California and the Sativa Los Angeles County Water District. (Unincorporated Area of Los Angeles)

EXHIBIT C

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RESOLUTION NO, 22, 224

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF COMPTON AUTHORIZING THE CITY MANAGER
TO ENTER INTO AN INTER-CONNECTION AGREEMENT
WITH SATIVA LOS ANGELES COUNTY WATER DISTRICT

WHEREAS, Sativa Los Angeles County Water District is a water agency that provides service to the unincorporated area of Compton/Los Angeles County; and

WHEREAS, Sativa Water District would like to install an inter-connection for emergency water services; and

WHEREAS, the emergency connection will assist Sativa Water District in complying with the Local Agency Formation Commission (LAFCO) criteria, including Sphere of Influence (SOI); and

WHEREAS, the full cost of the inter-connection will be paid by Sativa Water District, and they will be charged for all water used at the City's standard rates at the time of usage.

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

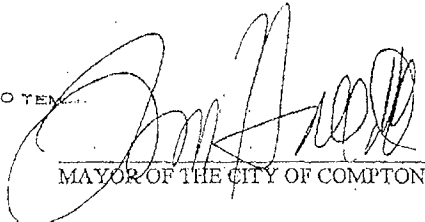
SECTION 1. That the City Manager is authorized to enter into an inter-connection agreement with Sativa Los Angeles County Water District for emergency water service.

SECTION 2. That a certified copy of this resolution shall be filed in the office of the City Manager, City Clerk, City Attorney and Water Department.

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

ADOPTED this 13th day of February, 2007.

PROTEST


MAYOR OF THE CITY OF COMPTON

ATTEST:

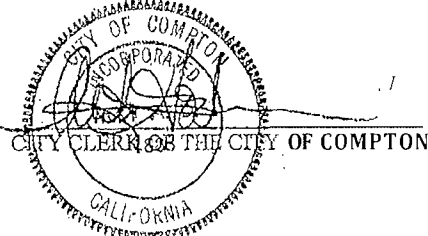


EXHIBIT C

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2 RESOLUTION NO. 22,224
3 PAGE TWO
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5 ATTEST:
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8 CITY CLERK OF THE CITY OF COMPTON
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10 STATE OF CALIFORNIA
11 COUNTY OF LOS ANGELES
12 CITY OF COMPTON

13 I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing
14 resolution was adopted by the City Council, signed by the Mayor and attested by the City
15 Clerk at a regular meeting thereof held on the _____ day of February 2007.

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

17 AYES: COUNCIL MEMBERS - Calhoun, Dobson, Arceneuax, Hall
18 NOES: COUNCIL MEMBERS - None
19 ABSENT: COUNCIL MEMBERS - Perrodin
20 ABSTAIN: COUNCIL MEMBERS - None

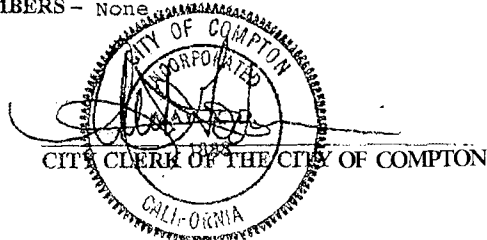


EXHIBIT D

EXHIBIT "D"

CITY'S STANDARD CURRENT WATER RATE AND FEE STRUCTURE

COMPTON MUNICIPAL WATERDEPARTMENT WATER RATE SCHEDULE

Effective January 1, 2005

City Rates

Monthly Meter Charge

3/4"	\$ 6.95
1"	\$ 9.00
1 1/2"	\$16.39
2"	\$23.06
2" Compound	\$32.53
3" Compound	\$47.52
4" Compound	\$66.06
4" CTM	\$50.70
6"	\$85.15

Commodity Rate: \$ 1.42 per unit (100 cubic feet of Water = 748 gallons of water)

County Rates

Monthly Meter Charge

3/4"	\$10.43
1"	\$13.44
1 1/2"	\$24.59
2"	\$34.58
2" Compound	\$48.80
3" Compound	\$71.26
4" Compound	\$99.10

Commodity Rate: \$2.11 per unit (100 cubic feet of Water = 748 gallons of water)

April 25, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FIRE DEPARTMENTS' 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO LIFE ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$40,000.00)

SUMMARY

The adoption of this resolution by the City Council will amend the Fire Departments' 2022-2023 budget to transfer funds between accounts and authorize the City Manager to issue a purchase order with Life Assist Medical Supplies, Inc. to purchase additional needed medical supplies and related equipment for the Compton Fire Department in the amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00)

BACKGROUND

The Fire Department ("Department") currently operates three paramedic units, four engine companies and one truck company. The Department responds to approximately 10,000 emergency medical services calls on an annual basis and these units must be stocked at all times with medical supplies and equipment to levels that are needed to provide care for the sick and injured.

Last year, the Department solicited quotes for various items from three vendors; Life Assist Medical Supplies (Life Assist"), Bound Tree, and Emergency Medical Products ("EMP"). The Department determined that the quotes submitted by Life Assist Medical Supplies, Inc. met the needs of the Department.

STATEMENT OF ISSUE

On September 6, 2022, the City Council adopted Resolution No. 25,717 to approve the Departments' use of purchasing medical supplies from Life Assist Medical Supplies, Inc. and issued a purchase order in the amount of \$90,000. The Department has exhausted the current purchase order and is in need of an additional purchase order to continue to purchase medical supplies and related equipment.

Staff is recommending that the Department continue to use Life Assist Medical Supplies, Inc. for the purchase of medical supplies and related equipment.

City Council approval is needed because the expenditure is in excess of \$25,000.00 Dollars.

FISCAL IMPACT

The estimated cost for the purchase of medical supplies and related equipment for the remainder of Fiscal Year 2022-2023 is Forty Thousand Dollars and Zero Cents (\$40,000.00). The Department's 2022-2023 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$40,000.00

<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4260	Medical Services	\$40,000.00

After the proposed transfer, the funds will be paid from:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4260	Medical Services	\$40,000.00

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE FIRE DEPARTMENTS' 2022-2023 FISCAL YEAR BUDGET
TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO
ISSUE A PURCHASE ORDER TO LIFE ASSIST MEDICAL SUPPLIES, INC.
FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED
EQUIPMENT FOR THE CITY OF COMPTON FIRE DEPARTMENT
(\$40,000.00)**

WHEREAS, the City of Compton Fire Department ("Department") currently operates three paramedic units, four engine companies and one truck company; and

WHEREAS, the Department responds to approximately 10,000 emergency medical services calls on an annual basis and these units must be stocked at all times with medical supplies and equipment to levels that are needed to provide care for the sick and injured; and

WHEREAS, staff currently uses Life Assist Medical Supplies, Inc. for its medical supplies and related equipment, however, the Department has exhausted the current purchase order and are in need of an additional purchase order to pay for medical supplies and related equipment; and

WHEREAS, last year, the Department solicited quotes for the needed supplies from three (3) vendors; Life Assist Medical Supplies, Bound Tree and Emergency Medical Products ("EMP"). The Department determined that Life Assist Medical Supplies, Inc. submitted the most responsive, reliable and cost-efficient quote and meets the needs of the Department; and

WHEREAS, on September 6, 2022, the City Council adopted Resolution No. 25,717 to approve the Departments' use of purchasing medical supplies and related equipment from Life Assist Medical Supplies, Inc. and issued a purchase order in the amount of \$90,000.00; and

WHEREAS, staff is recommending that the Department continues to use Life Assist Medical Supplies, Inc. for the purchase of medical supplies and related equipment, and

WHEREAS, the estimated cost to purchase medical supplies and related equipment for the remainder of Fiscal Year 2022-2023 is Forty Thousand Dollars and Zero Cents (\$40,000.00); and

WHEREAS, Staff is requesting to amend the Departments' 2022-2023 Fiscal Year budget to transfer funds between accounts as follows:

From:	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$40,000.00
To:	<u>Description</u>	<u>Amount</u>
1001-690-000-4260	Medical Supplies	\$40,000.00

WHEREAS, in order to amend the Department's 2022-2023 Fiscal Year budget to issue a purchase order to Life Assist Medical Supplies, Inc. in the amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00), City Council's authorization is required; and

WHEREAS, funds in the amount of Forty Thousand Dollars and Zero Cents (\$40,000.00), will be available for this expenditure in the following accounts:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4260	Medical Services	\$40,000.00

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

SECTION 1. That the Fire Departments' 2022-2023 Fiscal Year budget shall be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$40,000.00

<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4260	Medical Services	\$40,000.00

SECTION 2. That the City Manager is hereby authorized to establish a purchase order to Life Assist Medical Supplies, Inc. in the amount not to exceed Forty Thousand Dollars and Zero Cents (\$40,000.00) for the purchase of medical supplies and related equipment for the remainder of Fiscal Year 2022-2023.

SECTION 3. That funds for this expenditure are available in the Fire Department's 2022-2023 Fiscal year budget in Account No. 1001-690-000-4260.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, City Clerk and the Fire Department.

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:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 3

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,717

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR LIFE
ASSIST MEDICAL SUPPLIES, INC. FOR THE PURCHASE OF MEDICAL
SUPPLIES AND RELATED EQUIPMENT FOR THE CITY OF COMPTON
FIRE DEPARTMENT (\$90,000.00)**

WHEREAS, the City of Compton Fire Department ("Department") currently operates three paramedic units, four engine companies and one truck company that collectively respond to approximately 10,000 emergency medical services calls on an annual basis. These units must be stocked at all times with medical supplies and equipment to levels that are needed to provide care for the sick and injured; and

WHEREAS, staff solicited quotes for the needed supplies from three (3) vendors; Life Assist Medical Supplies, Bound Tree and Emergency Medical Products ("EMP"):

<u>ITEM DESCRIPTION</u>	<u>LIFE ASSIST</u>	<u>BOUND TREE</u>	<u>EMP</u>
Albuterol	\$8.74 (30 CT)	\$2.95 (25 CT)	No Response
Blue Sensor Electrodes	\$10.00 (50CT)	\$2.98 (10 PK)	No Response
IV Solution (Dextrose 10%)	\$5.66 (EA)	\$2.66 (EA)	No Response
Lidocaine 2%	\$2.70 (EA)	\$51.33 (10 CT)	No Response

On review of the quotes for various needed medical supplies and equipment, staff has determined that the quotes submitted by Life Assist Medical Supplies, Inc. ("Life Assist") be accepted due to their responsive, reliable and cost-efficient quote. Additionally, Life Assist is the vendor currently used by the Department and has provided exemplary service along with competitive pricing; and

WHEREAS, funding for this expenditure have been budgeted in the Fire Department's 2022-2023 Fiscal Year Budget.

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

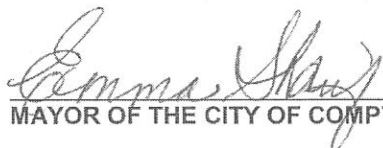
SECTION 1. That the City Manager is hereby authorized to establish a purchase order for Life Assist Medical Supplies, Inc. in the amount of ninety thousand dollars (\$90,000.00).

SECTION 2. That funds for this expenditure are available in the Fire Department's 2022-2023 Fiscal year budget in Account No. 1001-690-000-4260.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, City Clerk and the Fire Department.

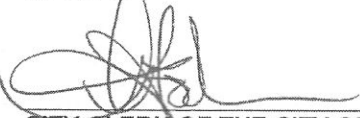
SECTION 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 6th day of SEPTEMBER, 2022.


MAYOR OF THE CITY OF COMPTON

1 RESOLUTION NO. 25,717
2 Page 2

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4 ATTEST:

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7 CITY CLERK OF THE CITY OF COMPTON

8 STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
10 CITY OF COMPTON: ss

11 I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the
12 foregoing Resolution was adopted by the City Council, signed by the Mayor and
13 attested to by the City Clerk, at a regular meeting thereof held on the 6th day of
SEPTEMBER, 2022.

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

15 AYES: COUNCIL MEMBERS- SPICER, BOWERS, DARDEN, SHARIF
16 NOES: COUNCIL MEMBERS- NONE
17 ABSTAIN: COUNCIL MEMBERS- NONE
18 ABSENT: COUNCIL MEMBERS- DUHART

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21 CITY CLERK OF THE CITY OF COMPTON
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April 25, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGES FOR FISCAL YEAR 2023-2024 AND ORDERING THE PREPARATION OF AN ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

SUMMARY

Adoption of this resolution will authorize the City Council of the City of Compton to initiate proceedings for the levy and collection of assessments within the Compton Sewer Service Charges for fiscal year 2023-2024 and ordering the preparation of an Engineer's Report pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code.

BACKGROUND

To ensure a flow of funds for operation of the sanitary sewer facilities, within the boundaries of the City of Compton, the City Council previously established a Sewer Service Charge.

The monies collected by the City for the charges are used for the maintenance of the existing sanitary sewer system and repayment of a portion of the sewer bonds previously issued for the reconstruction of the City's sewer system. The maintenance includes the repair or replacement of damaged sewer mains, manholes and appurtenant structures in order to maintain the system for the health, safety and welfare of the parcels charged within the City. All work is to be performed within public streets or rights-of-ways.

The Engineer's Report for the City of Compton Sewer Service Charges has been prepared pursuant to the order of the City of Compton, in compliance with City Municipal Code and statutory requirements for the State of California. The Report covers Fiscal Year 2023-2024 beginning July 1, 2023 and ending June 30, 2024.

This resolution is to initiate proceedings for the levy and collection of assessments within the Compton Sewer Service Charges for Fiscal Year 2023-2024 and to order the

preparation of an engineer's report pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code.

STATEMENT OF THE ISSUE

Annually, the City is required by statute to prepare and adopt Sewer Service Charge Assessments. Before the City prepares the assessments, it must adopt a resolution initiating the proceedings for the Sewer Service Charges.

Assessments levied within the City of Compton's Sewer Service Charges are used to pay for maintenance and servicing of the sewage system, and to pay for rehabilitation and debt service (bonds) of the sewer system. These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately \$914,586 annually.

It is incumbent upon the City to undertake the 2023-2024 Sewer Service Charge Assessments in order to raise revenue to fund services for sewer system maintenance, and to pay for the sewer debt service (bonds). The attached resolution initiates this process.

FISCAL IMPACT

These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately \$914,586 annually.

ALTERNATIVE

Staff does not have an alternative, given that the City does not have another mechanism by which to generate the necessary revenue services for the maintenance of drainage, and to pay for the sewer debt service (bonds).

RECOMMENDATION

Staff recommends approval of the attached resolution.

**ALVIN BAUTISTA, P.E.
CITY ENGINEER**

APPROVED FOR FORWARDING:

**THOMAS THOMAS
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF
ASSESSMENTS WITHIN THE COMPTON SEWER SERVICE CHARGE FOR
FISCAL YEAR 2023/2024 AND ORDERING THE PREPARATION OF AN
ENGINEER'S REPORT PURSUANT TO THE MUNICIPAL IMPROVEMENT
ACT OF 1913, DIVISION 12 OF THE CALIFORNIA STREETS AND
HIGHWAYS CODE**

WHEREAS, the City Council of the City of Compton has determined that it is necessary and desirable to continue the current levels of maintenance of the public sewer system; and pay for bonds; and

WHEREAS, to maintain such levels, it is necessary to continue the collection of assessments and charges as has occurred in past fiscal years.

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

SECTION 1. Pursuant to the Municipal Improvement Act of 1913, Division 12 of the California Streets and Highways Code. The existing improvements, which are financed by the Sewer Service Charges, may be briefly described as follows:

Maintenance includes the repair or replacement of damaged mains, manholes and appurtenant structures in order to maintain the system for the health, safety and welfare of the parcels charged within the City, all work to be performed within public streets or rights-of-way.

SECTION 2. The maintenance of the existing sanitary sewer system and repayment of a portion of the annual payment on the sewer bonds previously issued for the reconstruction of the City's sewer system at various locations throughout the City of Compton. This maintenance may include the repair or replacement of damaged mains, manholes, and appurtenant structures in order to maintain the system for the health, safety and welfare of the lands assessed within the sewer service charge area.

SECTION 3. Maintenance includes all labor, material and equipment required to properly maintain and service the sewer system, including appurtenant facilities within the District by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. The frequency and specific maintenance operations required will be determined by City staff; the furnishing of water required for the flushing of sewer lines and appurtenant facilities; the furnishing of electricity is required for the operation of the sewer system and appurtenant facilities; repairs that are unforeseen and not normally included in the yearly maintenance cost, including repair of damage due to the normal or accidental damage to the system. Planned upgrades of the improvements that provide a direct benefit to the District could also be included in renovation costs for Fiscal Year 2023/2024, commencing July 1, 2023 and ending June 30, 2024.

SECTION 4. Public property owned by any public agency in the performance of a public function, which is included within the boundaries of the District, shall not be subject to assessment to be made under these proceedings to cover any of the costs and expenses of the improvements.

SECTION 5. The City Council hereby designates Willdan Financial Services as the engineer (the "Engineer") for the purpose of these proceedings and hereby authorizes and directs the Engineer to prepare and file with the City Clerk a written report in connection with these proceedings in accordance with the California Constitution.

A. Plans and specifications for the improvements, which shall indicate the class and type of improvements to be provided for each zone.

B. An estimate of the costs of the improvements for the 2023/2024 Fiscal Year, including all of the following:

1. the total cost of the improvements, including all incidental expenses;
2. the amount of any surplus or deficit in the Improvement Fund for the District to be carried over from the 2023/2024 Fiscal Year;
3. the amount of any contributions to be made from sources other than assessments levied pursuant to the Act; and
4. the net amount to be assessed upon assessable lands with the District, being the total cost of the improvements, increased or decreased as the case may be, by any surplus, deficit or contributions.

C. A diagram for the District showing all of the following:

1. the exterior boundaries of the District;
2. the boundaries of any zones within the District; and
3. the lines and dimensions of each lot or parcel of land within the District.

Each lot or parcel shall be identified by a distinctive number or letter. The lines and dimensions of each lot or parcel shown on the diagram shall conform to those shown on the County Assessor's Maps for the 2023/2024 Fiscal Year. The diagram may refer to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels; in which case, those Maps shall govern for all details concerning the lines and dimensions of such lots or parcels.

D. An assessment of the estimated costs of the improvements for the 2023/2024 Fiscal Year, which shall do all of the following:

1. state the net amount to be assessed upon assessable lands within the District;
2. describe each assessable lot or parcel of land within the District; and
3. assess the net amount upon all assessable lots or parcels of land within the District by apportioning the amount among the several lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

The assessment may refer to the County assessment roll for a description of the lots and parcels, in which case the roll shall govern for all details concerning the description of the lots or parcels.

SECTION 6. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Engineering Departments.

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

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



City of Compton

Sewer Service Charge

2023/2024 ENGINEER'S REPORT

Intent Meeting: May 2, 2023
Public Hearing: May 23, 2023

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510

www.willdan.com



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I. INTRODUCTION

To ensure a flow of funds for a portion of the ongoing maintenance and operation of the sanitary sewer facilities, within the boundaries of the City of Compton, the City Council has previously established a Sewer Service Charge.

On November 5, 1996, California voters approved Proposition 218. This Constitutional amendment was the latest in a series of initiatives altering the revenue-raising discretion of California local agencies. The provisions of the Proposition are set forth in California Constitutional Articles XIII C and XIII D.

As relevant to the City of Compton Sewer Service Charge, California Constitution Article XIII D, Sections 1 through 5, provide for additional substantive and procedural requirements, as outlined below.

Proposition 218 defines, "Assessments" as:

"... any levy or charge by an agency upon real property that is based upon the special benefit conferred upon the real property... "Assessment" includes, but is not limited to, "special assessment," "benefit assessment," "maintenance assessment" and "special assessment tax."

Article XIII D Section 2(e) of the Constitution of the State of California defines "Charges" as:

"..."charge" means any levy other than an ad valorem tax, a special tax, or an assessment, imposed by an agency upon a parcel or upon a person as an incident of property ownership, including a user fee or charge for a property related service."

Although District assessments and charges are generally collected on the property tax rolls, District "assessments" and "charges" are not "taxes." Assessments and charges are distinct from the regular one percent (1%) property tax and property tax debt overrides in that assessment rates and charges are not levied on an ad valorem basis. The Sewer Service levy is considered a charge under Proposition 218.

Proposition 218 requires that beginning July 1, 1997, all new and existing assessments (with some exceptions) conform to new substantive and procedural requirements. However, certain assessments are exempted from the conformity requirement until they are increased. Generally, these exemptions include:

- Assessments used exclusively to fund sidewalks, streets, sewers, water, flood control, drainage systems, or vector control.
- Assessments used exclusively for bond repayments, the cessation of which would violate the Contract Impairment Clause of the U.S. Constitution.
- Assessments previously approved by a majority of voters.
- Assessments approved by all the property owners at the time the assessments were initially imposed.

The City Council has previously determined that the charges for the Sewer Service constitute a continuation of charges existing on the effective date of Article XIII D, that the assessments and charges were imposed exclusively to finance the maintenance and operation expenses for sewers and that the charges as they existed before July 1, 1997 are exempt from the requirements of Article XIII D, Section 4 of the California Constitution. In that the charges are used exclusively to fund sewers under the provision for exemption defined in Section 5(a) of the Article.

This Report for the City of Compton Sewer Service Charge (“Charge”) has been prepared pursuant to the order of the City of Compton, in compliance with City Municipal Code (“Code”) and statutory requirements for the State of California. The Report covers Fiscal Year 2023/2024 beginning July 1, 2023 and ending June 30, 2024.

II. IMPROVEMENTS

The monies collected by the City for the Charge are used for the maintenance of the existing sanitary sewer system and repayment of a portion of sewer bonds previously issued for the reconstruction of the City's sewer system. Maintenance includes the repair or replacement of damaged mains, manholes and appurtenant structures in order to maintain the system for the health, safety and welfare of the parcels charged within the City, all work to be performed within public streets or rights-of-way.

III. METHODOLOGY

The Charge is levied on the basis of historical water consumption data. Past studies have shown a high degree of correlation between water consumption and sewer discharge for a majority of the users within the area. As shown below, fees for the respective users have been divided into six (6) use zones (“Zones”). The Zones are identified as follows:

Zone	Type of User	Average Monthly Water Consumption
1	Residential & Small Commercial	Less than 10,000 cu. ft.
2	Commercial & Industrial	10,000 to 25,000 cu. ft.
3	Commercial & Industrial	25,000 to 50,000 cu. ft.
4	Commercial & Industrial	50,000 to 75,000 cu. ft.
5	Commercial & Industrial	More than 75,000 cu. ft.
6	Vacant lots, Septic Tank Users, Public Property, Disabled Citizens & Senior Citizens	Exempt

A flat fee for residential users has been utilized, while a sliding fee for commercial and industrial users was determined to be the most equitable for said users within the City of Compton. Zone 6 provides for exemptions from the Charge for vacant lots properties that have septic tanks, properties currently owned by senior or disabled citizens, and publicly owned properties. Exemptions are applied upon receipt and filing of an application for such exemption with the City.

The City of Compton has historically recognized that senior citizens and the disabled have a water usage which is lower than other housing units and that the cost of such reduced usage services

are covered in the main part by general property taxes and other City revenues and not by direct application of the Sewer Service Charge.

The City of Compton Public Works Department has determined that the rate of sewer service charge for all the assessable parcels within the limits of the City of Compton for Fiscal Year 2023/2024 shall remain the same as Fiscal Year 2022/2023. The total estimated charged for sewer service for all parcels is \$914,586. this charge can increase or decrease depending on Senior Exemptions applied in Fiscal Year 2023/2024.

In order to ensure timely and efficient collections of the sewer service charges, the City of Compton utilizes the Los Angeles County Assessor's office property tax billing system for collection of the sewer service charges. Upon receipt of the sewer service charges through the property tax billing system, the funds received by the Los Angeles County Assessor's office are forwarded to the City of Compton and are placed in a designated fund for exclusive use of the operation and maintenance of the sewer system of the City of Compton.

IV. DISTRICT BUDGET

The following describes the costs funded through the Charge and shown in the budget.

Maintenance Costs (Labor, Benefits, and Equipment) – Includes all labor, material and equipment required to properly maintain and service the sewer system by City staff and others. All improvements within the District will be maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required.

Debt Service – Pledged revenues under the Trust Agreement for the payment of Bonds issued for the reconstruction of the sewer system.

Administration – The cost of City department staff personnel involved in providing the coordination for maintenance and servicing, responding to public concerns and levying and collecting assessments. This includes, where appropriate, reimbursement for time spent by other City staff such as, Finance and Accounting, the City Attorney, the City Manager, City Council and the Public Works staff. The cost also includes contracts with professionals to provide additional engineering or administrative services specific to the District and County fees.

Reserve Fund Transfer/(Contributions) – Represents contributions or transfers of funds from the reserve fund.

Other Revenues/General Fund (Contributions) – Represents revenue from other sources such as the City of Compton General Fund.

Total Net Estimated Cost – Total direct cost plus total administrative costs and transfers from/to the rebate reserve fund or contributions from other revenue sources.

Total Parcels – The total number of parcels within the District.

Total Parcels Levied – The total number of parcels within the District that will be charged for the Fiscal Year.

Charge Amount – The total amount to be charged this Fiscal Year.

Cost Allocation Plan (“CAP”) - Summarizes a comprehensive analysis completed for the City of Compton, California (the “City”) to determine the appropriate allocation of costs from City central service departments to the departments that provide services directly to the community. The primary objective is to allocate costs from departments that provide services internally to operating departments that conduct the day-to-day operations necessary to serve the community. These internal service costs are those: (a) incurred for a common or joint purpose benefiting more than one cost objective, and (b) not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved. The term “indirect costs,” as used herein, applies to costs of this type originating in the central service departments. Typical central service departments include the City Manager and City Controller, whereas typical operating departments include Fire, Public Works, and enterprise funds.

To ensure central service department costs are appropriately allocated to the operating departments, we analyzed and identified expenditures to determine which costs are allowable versus unallowable in accordance with Office of Management and Budget (OMB)-87 principles. Costs that are typically considered to be unallowable include, but are not limited to: General Advertising, Entertainment, Award Ceremonies, Capital Improvements, Bad Debt, Lobbying, Contingencies, Legislative Body (City Council), Debt Service, Promotional Items.

As such, unallowable costs were excluded from this CAP, including indirect costs associated with City Council (reflected as a negative number under allowable costs).

TABLE I – PROPOSED BUDGET FISCAL YEAR 2023/2024

CITY OF COMPTON	
SEWER SERVICE CHARGE	
DIRECT COSTS	FY 2023/24
Maintenance Costs	
Labor	\$5,000
Benefits	10,500
Machinery & Equipment	6,683
Contract Services (Sewer Contractor)	400,000
Debt Service	500,000
Cost Allocation	
TOTAL DIRECT COSTS	\$922,183
ADMINISTRATION COSTS	
County Administration	\$4,078
Other Professional Services	16,300
TOTAL ADMINISTRATION COSTS	\$20,378
COLLECTIONS/(CREDITS) APPLIED TO LEVY	
TOTAL DIRECT AND ADMINISTRATION COSTS	\$942,561
General Fund (Contribution)	0
Unfunded Costs	(27,975)
Total Net Estimated Cost	\$914,586
DISTRICT STATISTICS	
Total Parcels	20,748
Total Parcels Levied	16,113
Balance to Levy	\$914,586

Note: This is an estimate budget the Balance to Levy may increase or decrease depending on Senior Exemption and other factors.

**CITY OF COMPTON
SEWER SERVICE CHARGE
FISCAL YEAR 2023/2024**

TABLE II –CHARGE SUMMARY

ZONE	TYPE OF USER	AVERAGE MONTHLY WATER USAGE (CUBIC FEET)	NUMBER OF PARCELS	ANNUAL ASSESSMENT RATE (\$)	ANNUAL REVENUE (\$)
1	Residential & Small Commercial	Less than 10,000	15,854	\$54	\$856,116
2	Commercial & Industrial	10,000 to 25,000	169	\$135	22,815
3	Commercial & Industrial	25,000 to 50,000	42	\$270	11,340
4	Commercial & Industrial	50,000 to 75,000	23	\$405	9,315
5	Commercial & Industrial	More than 75,000	25	\$600	15,000
6	Vacant Lots, Septic Tanks, Senior and Disabled Citizens	Exempt	4,635	\$0	0
TOTAL			20,748	N/A	\$914,586

EXHIBIT A – CITY OF COMPTON'S DIAGRAM

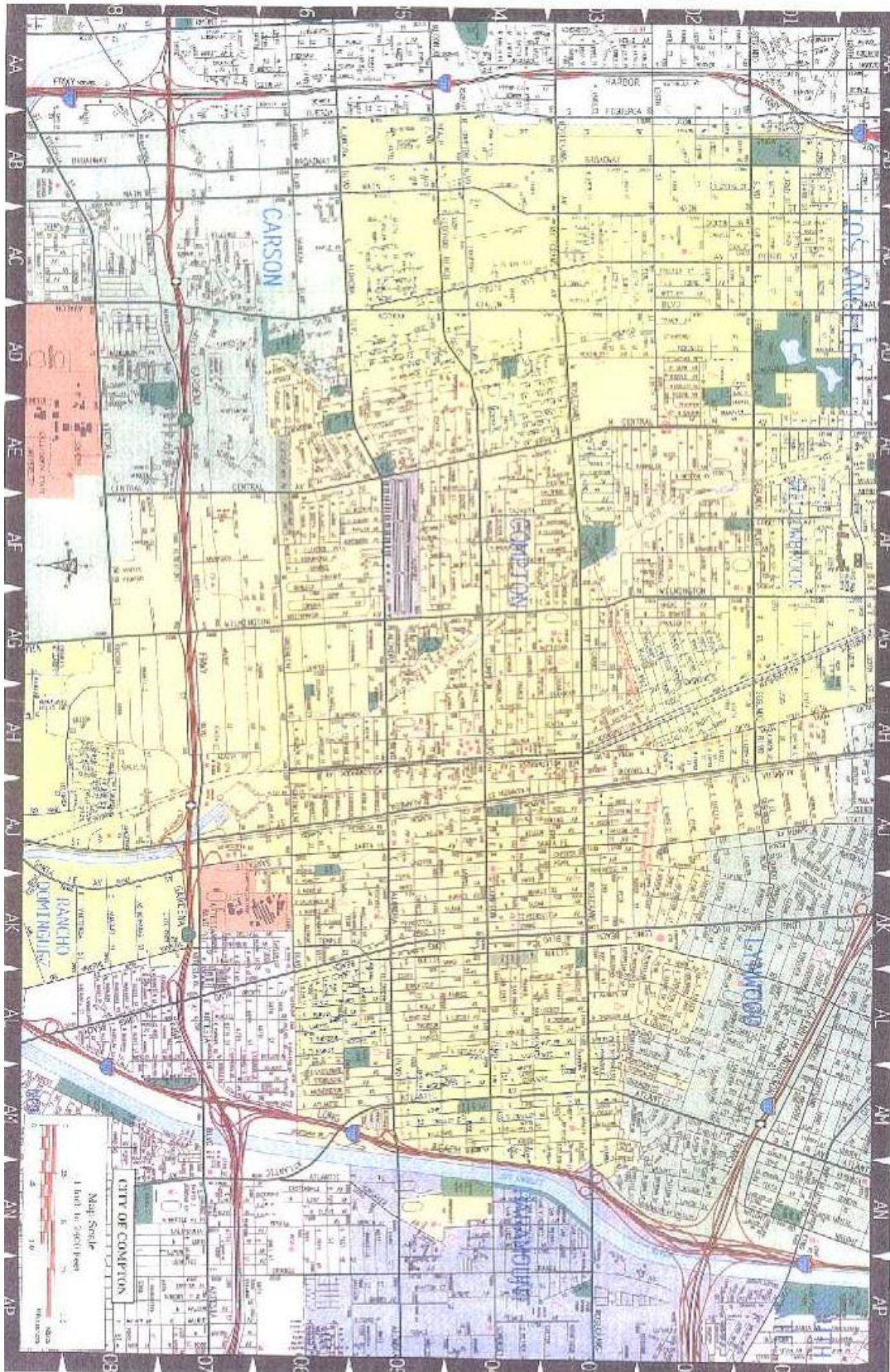


EXHIBIT B – ASSESSMENT ROLL

The proposed assessment amounts for Fiscal Year 2023/2024 for the Sewer Service Charge are sent under separate cover and hereby referenced to in this Report. Parcel identification, for each lot or parcel within the District shall be the Assessor Parcel Numbers as shown on the Los Angeles County Assessor's map for the year in which this Report is prepared.

The listing of parcels and the amount of assessment to be levied shall be submitted to the County Auditor/Controller and included on the property tax roll for each parcel in Fiscal Year 2023/2024.

If any parcel submitted for assessment is identified by the County Auditor/Controller to be an invalid parcel number or the parcel Land Use changes for the current Fiscal Year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment/Charge amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment/Charge rates approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment. Similarly, if a parcel Land Use changes, the assessment/charge amount applied shall be recalculated and applied according to the approved method of apportionment and assessment rates.