

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

09/19/2023

5:30 PM

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

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. APRIL 25, 2023
MAY 2, 2023

REGULAR AGENDA

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,846 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE (1) YEAR RENEWAL EXTENSIONS AND ESTABLISH A PURCHASE ORDER FOR RON'S MAINTENANCE INC. FOR CITYWIDE CATCH BASIN CLEANING AND MONITORING SERVICES IN THE AMOUNT OF TWO HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$267,300)
3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CITY PROPERTY AS SURPLUS AND APPROVING AUCTION LISTINGS BY LIQUIDITY SERVICES OPERATIONS LLC DBA GOVDEALS AND/OR DISPOSAL OF THE PROPERTY
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH THE COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA) FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/26/2023 5:30 PM

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

View Meetings Live at <http://www.comptoncity.org/officials/clerk/agendas/video.asp>

APRIL 25, 2023

The Closed Session Compton City Council meeting was called to order at 4:37 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

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

Council Members Absent – J. Bowers, L. Darden *(Both Councilmembers joined the meeting during closed session)*

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

CLOSED SESSION AGENDA ITEMS

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 COMMENTS REGARD CLOSED SESSION AGENDA ITEM ONLY

Gary Mumford spoke regarding the Craig Cornwell litigation and indicated that Mr. Cornwell has always treated his mother and other senior members of the community with decency and respect and has taught the art of Tai Chi to the residents free of charge for many years. Mr. Mumford suggested that the City offer support rather than spending tax payer's dollars opposing Mr. Cornwell.

City Attorney Eric Perrodin informed the residents that Craig Cornwell is the plaintiff in a lawsuit against the City of Compton.

RECESS TO CLOSED SESSION

On motion by Spicer, seconded by Duhart, the City Council recessed to closed session at 4:45 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 Darden, seconded by Duhart, the City Council voted to reconvene to open session at 5:47 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Bowers, Darden, Sharif

Council Members Absent: None

REPORT OUT OF CLOSED SESSION

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

INTRODUCTION OF SPECIAL GUESTS

1. INTRODUCTION OF LOS ANGELES COUNTY SUPERVISOR OF THE 2ND DISTRICT: HOLLY MITCHELL - Councilmember Andre Spicer *(Removed from agenda)*

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. PRESENTATION OF PROCLAMATION: ST. JULIAN BARBERSHOP "BARBER BOOTCAMP" - Councilmember Andre Spicer

The Mayor and City Council presented a proclamation to the St. Julian Barbershop honoring and commending the establishment for the profound and positive impact that the Barbershop bootcamp has had on the personal, social and educational development of the next generation. St. Julian Barbershop has created economic opportunities, strengthened communities and provided pathways to prosperity for the participants of the St. Julian Salvation program. Certificates of commendation were also presented to all the participants of the St. Julian Salvation program.

3. COMPTON BU14 SOCCER TEAM - AMERICAN YOUTH SOCCER ORGANIZATION WESTERN STATE CHAMPIONS "THE BEST IN THE WEST" – *(Presentation rescheduled for May 2, 2023 City Council meeting)*
4. VETERANS STAND DOWN - Council Member Deidre Duhart *(Removed from Agenda)*
5. NATIONAL VOLUNTEER MONTH: COMPTON ALUMNAE DELTAS SIGMA THETA SORORITY CHAPTER, ALPHA KAPPA ALPHA SORORITY CHAPTER, KINGS JOURNEY INC. - Mayor and City Council

The Mayor and City Council presented commendations to the Compton Alumnae Delta Sigma Theta Sorority Chapter, the Alpha Kappa Alpha Sorority Chapter and Kings Journey, Inc. recognizing and honoring them for the stellar volunteer services they have provided for the Compton community.

6. NATIONAL AUTISUM AWARENESS MONTH: CONSUELO EVANS FROM HUB CITY AUTISUM NETWORK (HUBCAN) - Mayor Emma Sharif

The Mayor and City Council presented a commendation to Consuela Evans of the Hub City Autism Network commending the organization for their work in the community bringing Autism awareness and acceptance to the Compton community. The City Council also recognized April as Autism Awareness Month.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Oscar Walker representing individuals who have signed a petition to close the alleyway near his home between Josephine and Marcelle Street, noting that the area has become a haven for all forms of criminal activity.

Susan J. spoke regarding the significant loss of Compton Fire Department employees and further urged the City Council to increase the personnel which is our most valuable resource and use Measure P funds to provide equipment and upgrade the Department.

Cindy Enamorado praised the Compton Fire Department for providing emergency services to her brother, Raymond Olivares, who unfortunately passed away due to injuries he sustained after being struck by a vehicle fleeing an illegal street takeover. Ms. Enamorado urged the City Council to raise awareness regarding the dangers involved to the community resulting from these takeovers.

Anthony Lewis offered information to assist the City with emergency legislation to address the illegal street takeovers and further offered to meet with Staff and the City Council to address the crisis.

Kim DeLay Manning thanked Councilmember Duhart and her Liaison for their assistance with resolving an issue and further questioned the City Manager's plan to upgrade City facilities.

Miller Martin spoke regarding the unsatisfactory way the City Council does business and asserted that only two Councilmembers are acting in the best interest of the community.

Ron Dowell, Concerned Citizens of Compton, raised concerns regarding what the organization has considered to be financial mismanagement and lack of proper leadership in the City of Compton. Mr. Dowell noted that Compton is the mecca for illegal street takeovers and requested that the City Council address the concerns of the community.

Sheila Smith urged the City Manager and the City Council to respect the community and provide their full attention to the audience members whenever they are addressing the City Council. Ms. Smith further asserted that the Fire Department must be improved.

Tanya Lewis thanked Councilmember Duhart for providing for the trimming of the trees on Stockwell Street and further urged the City Council to improve the conditions of City Hall and also improve and upgrade the entire City of Compton.

Jacqueline Venters asserted that the City Attorney must address the corruption within City Hall and also raised concerns that all Successor property is not being sold at fair market value. Ms. Venters further alleged that the Compton Chamber of Commerce illegally received funding which must be returned to the City of Compton.

Captain Daniel Salazar, President of Firefighter Union Local 2216, highlighted misleading statements made by the City Manager regarding the meetings between the City and the Unions. Captain Salazar requested that the lines of communication remain open, and negotiations continue relative to a contract for the Compton Firefighters. Captain Salazar further noted that the Department must begin recruitment as soon as possible and provide essential improvements and upgrading of the Fire Department.

Adriana Jurado, Veteran Firefighter, spoke regarding the health and safety risks to the overworked and underpaid Fire personnel, and indicated that the Fire personnel diligently and proudly served the residents of Compton throughout the Covid-19 epidemic. Many of the employees contracted the virus and passed it along to their family members. Ms. Jurado asserted that the staffing levels at the Fire Department are critically low and further urged the City to negotiate a contract with the Firefighters.

Brittany McReynolds, wife of Compton Firefighter, spoke before the City Council and emphatically urged the City Council to clean up and revitalize the Compton fire stations and provide a safe and healthy working/living environment for the Firefighters. Ms. McReynolds also commented that morale is low and, consequentially, Firefighters are leaving the City for better employment opportunities.

Dr. Michael Tankersley asserted that the City must have a properly performing Fire Department and further urged the Council to plant trees and improve the streets and highways.

Marie Brown, President East Rancho Dominguez Homeowners' Association, suggested that the City Council report their findings and resolutions to the residents relative to the comments and concerns raised by the constituents of the community. Ms. Brown further informed the Council that Fire Department personnel saved her life on two occasions and encouraged the City Council to meet the needs of the Fire Department.

Lynn Boone expressed that the City Councilmembers are not properly representing the people of Compton. Ms. Boone further informed the community of the loss of her son, Aubrey Boone, and requested that the City Council meeting be adjourned in his memory.

Fidel Marquez raised concerns that residents are being wrongfully ticketed for parking in front of City Hall when they attend the Council meetings. Mr. Marquez also reported that several residents have been injured by the uneven street sidewalks and concluded by urging the City Council to clean up the City of Compton.

Maria Villareal, Latino Chamber of Commerce President, expressed her condolences to the Olivares family and asserted that we need love to solve our problems. Ms. Villareal further informed the Council that 3 businesses were ransacked during civil unrest following a recent illegal street takeover and further urged the Council to address the takeovers.

Sonja Camarillo raised concerns that 75% of Compton residents are of Latino heritage, however, there is no Latino representative on the City Council. Ms. Camarillo also urged the City to assist the Fire Department in meeting their needs and goals.

Raul Segura suggested that everyone work together and support the Compton Fire Department and create something positive for the community.

Clinton Stewart requested that the City Council abate the very tall grass and weeds and further remove the debris illegally dumped near his home and El Segundo Boulevard. Mr. Stewart suggested that the City Manager develop a plan for the continuous upkeep of all City property.

Vanessa Cain commented that the former City Treasurer and former Mayor should be indicted for criminal wrongdoing. Ms. Cain then encouraged the residents to elect Councilmembers who can manage the business of the City.

CONSENT AGENDA

APPROVAL OF MINUTES

7. February 21, 2023

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

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

REGULAR AGENDA

(Some items approved out of agenda order)

WAIVER OF THE AGENDA ORDER

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

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

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

BEAUTIFICATION COMMITTEE - Councilman Jonathan Bowers

On motion by Spicer, seconded by Duhart, Karen Harris was removed from the Beautification Committee by the following vote on roll call:

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

8. APPOINTMENT OF OFFICERS, COUNCILMEMBERS, BOARD/COMMISSIONS AND COMMITTEES

APPOINTMENT TO BEAUTIFICATION COMMISSION

Mayor Sharif nominated Karen Harris and Janet Earl to be representatives on the Beautification Commission.

On motion by Duhart, seconded by Darden, **Karen Harris** was appointed to the **Beautification Commission** by the following vote on roll call:

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

On motion by Duhart, seconded by Darden, **Janet Earl** was appointed to the **Beautification Commission** by the following vote on roll call:

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

REGULAR AGENDA

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

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

BEAUTIFICATION COMMITTEE - Mayor Emma Sharif

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

Mayor Sharif nominated Councilmember Lillie Darden to serve as the City’s representative on the Southern California Association of Governments (SCAG) and further nominated herself to serve as the alternate representative.

On motion by Duhart, seconded by Spicer, **Lillie Darden** was appointed to serve as the City’s representative to the **Southern California Association of Governments** and **Emma Sharif** was appointed to serve as the alternate representative by the following vote on roll call:

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

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

On motion by Darden, seconded by Duhart, the public hearings were scheduled for **May 23, 2023, at 5:35 p.m.** and **May 23, 2023, at 5:45 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

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)

On motion by Duhart, seconded by Darden, **Resolution Number 25,824** entitled ‘**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**’ was adopted by the following vote on roll call:

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

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

On motion by Darden, seconded by Duhart, **Resolution Number 25,826** entitled ‘**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**’ was adopted by the following vote on roll call:

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

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)

On motion by Duhart, seconded by Darden, **Resolution Number 25,825** entitled ‘**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**’ was adopted by the following vote on roll call:

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

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

On motion by Duhart, seconded by Darden, **Resolution Number 25,827** entitled ‘**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**’ was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Invited the community to visit the Compton College Farmer’s Market which is held every Wednesday from 3:00 p.m. to 7:00 p.m. at 1111 E. Artesia Boulevard, Compton
- Invited the residents to attend the ‘*Coffee with a Cop*’ event on Wednesday, April 26, 2023, from 9:00 a.m. to 11:00 a.m. at Starbucks Coffee located at 2161 W. Rosecrans Avenue, Compton
- Commented on the one-year anniversary celebration of Planet Earth Vegan Restaurant which features a menu of delicious soul food and Hispanic dishes with healthy adjustments but the same great taste!
- Announced that the Bill Picket Rodeo will be held on July 15 and 16, 2023 at the Industry Hills Expo Center located at 16200 Temple Avenue, City of Industry, CA – tickets are available for purchase in the Compton City Clerk’s Office – call (310) 605-5530 for additional information
- Expressed her deepest condolences to the family of **Raymond Olivares**

Councilmember Spicer offered the following communications/announcements:

- Emphasized that the entire City must be cleaned up and revitalized, particularly the City Hall complex
- Commented that even though the flashing red light has been installed at Santa Fe and Oaks Street, residents are continuing to dodge the speeding vehicles travelling near the location
- Announced that he will be hosting 20 Seniors from the Compton community as they attend the UniverSoul Circus performance at the Crystal Hotel parking lot

Councilmember Bowers offered the following communications/announcements:

- Offered his heartfelt condolences to the family of Raymond Olivares, noting that the family is completely devastated by this awful tragedy and further indicated that action must be taken to eradicate the illegal street takeovers
- Commented on the wonderful YAL Open House celebration and further thanked and commended Deputy Harkless for his dedication and all his efforts to improve the lives of the youth of the community
- Expressed his gratitude to the UniverSoul Circus for providing entertainment and bringing joy to the Compton community

Councilmember Darden offered the following communications/announcements:

- Invited the residents to attend the Community Budget Meeting scheduled for April 27, 2023, from 6:00 p.m. to 8:00 p.m. at Kelly Park, located at 2319 East Caldwell Street, Compton
- Encouraged the residents to visit the Compton College Farmer’s market which is held every Wednesday from 3:00 p.m. to 7:00 p.m. rain or shine
- Extended her condolences to the family of **Raymond Olivares**

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif invited the residents to attend the 3rd Annual Community Resource Fair on April 29, 2023, from 11:00 a.m. to 3:00 p.m. at Gonzales Park located at 1101 W. Cressey Street, Compton.
- Mayor Sharif encouraged the City Manager to immediately address the high volume of graffiti in the City and further develop a strategy to quickly remove graffiti whenever it is placed around the City of Compton.
- Mayor Sharif announced that the community is invited to attend the *Stepping into Spring* Senior Brunch on April 27, 2023, beginning at 10:30 a.m. at the Dollarhide Community Center located at 301 N. Tamarind Avenue, Compton. There will be free food, music and live entertainment and fun for all!

(Councilman Spicer exited the meeting at 7:59 p.m.)

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned in memory of **Aubrey Boone, Helen Parker, and Harry Belafonte** at 8:22 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

MAY 2, 2023

The Closed Session Compton City Council meeting was called to order at 4:05 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, J. Bowers, Mayor E. Sharif
Council Members Absent – L. Darden (*Joined the meeting during closed session*)

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

CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LABOR NEGOTIATOR Agency negotiators: Jabari Willis, Thomas Thomas and Triphenia Simmons Employee Organization: SEIU Local 721, pursuant to Government Code Section 54957.6

PUBLIC COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY

There were no audience comments regarding the closed session agenda item.

RECESS TO CLOSED SESSION

On motion by Spicer, seconded by Duhart, the City Council recessed to closed session at 4:08 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by Darden, seconded by Darden, the City Council voted to reconvene at 4:53 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Spicer, Darden, Sharif
Council Members Absent: Bowers (*Joined the Meeting at 4:54 p.m.*)

REPORT OUT OF CLOSED SESSION

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

4:30 P.M. - PROPOSED FISCAL YEAR 2023-2024 BUDGET WORKSHOP

The City Council conducted the 2023-2024 Fiscal Year Budget workshop.

(The City Council held a brief recess from 5:14 p.m. until 5:30 p.m.)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. COMPTON BU14 SOCCER TEAM - AMERICAN YOUTH SOCCER ORGANIZATION WESTERN STATE CHAMPIONS "THE BEST IN THE WEST" - Mayor and City Council

The Mayor and City Council presented a commendation and certificates to the Compton BU14 American Youth Soccer Team for taking first place in the Western State Championship

Tournament (WSCT) in the Boys Under 14 Division. The Mayor and City Council congratulated the team and wished them continued success.

Coach Chris Olivares thanked the City Council for this very distinguished honor and further commended the parents for their support and the youth for their dedication to excellence in academic studies and sports.

2. NATIONAL VOLUNTEER MONTH: KINGS JOURNEY INC. - Mayor and City Council

The Mayor and City Council presented a commendation to **Kings Journey Inc.** for their commitment, service and contribution to the community through their volunteerism. Additionally, their time dedication and passion they have shown has had an invaluable contribution to the City of Compton and its residents.

3. BRIGHT LIGHTS OF COMPTON (KAREN HARRIS) - Mayor and City Council

The Mayor and City Council presented a commendation to **Karen Harris** and the **Bright Lights of Compton** for their unwavering commitment to improving and uplifting the great City of Compton.

SENATOR STEVE BRADFORD'S OFFICE

Mr. Cheo Leslie, District Representative for Senator Steven Bradford, announced that the California Legislative Black Caucus (CLBC) is offering a scholarship program for high school youth. Additionally, California State University Dominguez Hills will be hosting the African American Leaders for Tomorrow Program starting in July 2023. This program is an annual event which was created by the California Legislative Black Caucus (CLBC) and invites high achieving students from throughout California to participate in a conference, which will include leadership training and other valuable skills. Students will participate in workshops on topics such as the legislative process and civic engagement.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Steph Siordia spoke in support of Cindy Morales and her deceased brother, Raymond Olivares, and requested that the City Council bring awareness to the dangers associated with illegal street takeovers. Ms. Siordia also suggested that the City Council assess harsher punishments for the perpetrators and bystanders of this criminal activity.

Sam Aries spoke on behalf of Compton Community Gardens and urged the City Council to support the program to uplift and improve the community and preserve the lands for the youth and their future.

A. Jackson, Field Deputy for L. A. County Board Supervisor Holly Mitchell introduced Kyle Lee who will be taking over as the new Field Deputy for Supervisor Mitchell.

Kyle Lee stated that he is looking forward to working in collaboration with the City Council and will continue to diligently serve the residents of Compton.

Oscar Oliva, active member of the Community Garden program, highlighted the positivity and comradery that flows throughout the garden. He indicated that the property of the garden is up for sale and further requested that the City join in the fight to keep the garden and the land trust.

Barbara Calhoun, former City Councilmember, addressed protocol in the City Council Chambers and thanked Mayor Sharif for attending the first collaborative meeting with the Compton College Board and the Compton Unified School District. Ms. Calhoun then indicated that the trees at 132nd and Compton Avenue require trimming.

Marjorie Shipp requested that the City Council restore 'permit parking' in the Richland Farms area, and further indicated that the Code Enforcement Division must be directed to address the various code violations occurring in the area.

Miller Martin requested that additional ground patrol units from the Sheriff's Department be deployed to combat the illegal street takeovers. Mr. Martin then noted that the residents are suffering due to the nuisances created by the takeovers.

Escott addressed the City Council in support of the Community Garden, which is a safe, viable space that must be preserved. He urged the City Council to provide additional safe spaces for the community to come together.

Diana Mendoza urged the City Council to stop the illegal street takeovers and further urged the Council to support the family of Raymond Olivares. Ms. Mendoza urged the City Council to strengthen the laws to combat the takeovers.

Rosemary Z., Community for a Better Environment, spoke in support of the Compton Community Garden and urged the City Council to provide more green spaces in all communities.

W. Joseph spoke in support of the Compton Community Garden and stated that this must continue to be a garden for the improvement of the community and urged the Council to provide space for the residents to plant community gardens to grow their own food.

Cindy Morales spoke regarding the loss of her brother Raymond Olivares due to the injuries he sustained after being fatally struck by a vehicle fleeing a street takeover and indicated that the crime should be classified as a Murder. Ms. Morales then requested updates from the City Council and further urged the Council to eradicate the illegal vehicle street takeovers.

Dr. S. Ross, creator of the Compton Community Garden, urged the City Council to assist his organization in providing a safe space for another community garden or work with the new property owner to keep the garden at its current site.

Timothy Martin commented that he worked with Dr. Ross in creating programming for the Compton Community Garden. Mr. Martin stated that he will work with the Council and the community to provide spaces to grow organic and delicious food for the community.

Sherrod Session, SOS Initiative and the Compton Community Garden, commented that the organization has worked to provide food autonomy for the people in Compton through urban gardening and provide access to fresh food for the residents of Compton. Mr. Session requested that the City Council assist in preserving the garden and providing additional garden spaces.

Janet Valenzuela, Los Angeles Food Council, spoke in support of the Compton Community Garden to cultivate a system to provide for food production.

Johnathan Fajardo, Leader at the Compton Community Garden, indicated that he is a retired neurosurgeon and is also a master at regenerative gardening. Dr. Fajardo spoke in support of free, healthy and organic foods, which is critical to the health and mental wellbeing of the residents of the community.

Ms. Zia spoke in support of the Compton Community Garden which produces Grade A, organic produce for the residents, and added that everyone must protect nature for the future generations.

Paul Scott, Compton Firefighter, spoke in support of the Compton Community Garden and noted that there should be a program sponsored by the City to provide food for the residents. Mr. Scott then commented that the City Council is not an action-based group and must take the initiative to serve the residents. Mr. Scott then concluded that immediate action must be taken to address the needs of the Fire Department before it is too late.

Jose Pineda, Case Manager, implored the City Council to listen to the voices of the community and further spoke in support of the Compton Community Garden which is a place of healing and fills the gap in youth empowerment and serve the needs of the community.

Donte Gonzales, Peoples Coalition, addressed the need for protection of green spaces and spoke in support of the Compton Community Garden.

Hanna Taylor, Garden Educator for Enrich L.A., spoke in support of the Compton Community Garden and the need for green spaces in the community.

Brittany McReynolds spoke in support of the Compton Fire Department and highlighted court rulings which were made against the City in reference to Firefighter Union Local 2216. Ms. McReynolds pointed out that the Firefighters have been working without a contract for 5 years and further noted that an Administrative Law Judge has determined that the City has not negotiated in good faith.

Lynn Boone referenced a ‘Notice of Intent to Circulate a Petition for a Special Election’ and added that the citizens, rather than the politicians, must elect the leaders and restore faith in the election process. Ms. Boone further highlighted that Compton is teetering on the edge of bankruptcy.

Fidel Marquez spoke in support of Lynn Boone moving forward with the petition to call for a special election, and further indicated that the Sheriff’s Department, the needs of the Fire Department and the City’s infrastructure must be addressed immediately. Mr. Marquez spoke in support of the Compton Community Garden and further assessed that the Olsen Company has robbed the City blind and given the citizens nothing in return.

Ms. Barbara questioned the City’s plans to purge deceased residents from the voters’ roster and update the voter files. She also urged the Council to allocate funds to replace the Artesia bridge and asserted that the bridge is unfixable. Ms. Barbara went on to request a Summer work program for the youth and also an update on the closure of all marijuana dispensaries.

Unidentified Speaker commented that there is ‘food apartheid’ in South Central and noted that the Compton Community Garden creates opportunities to provide fresh, organic foods to the residents of the community.

Hillary Wynn spoke in support of the Compton Community Garden and encouraged the City to provide more green space for the residents.

Vanessa Cain suggested that the City Council repair the infrastructure of Compton and further asserted that she is a member of Black Women Farmers of L.A. Ms. Cain emphasized that the Council provide more opportunities for the residents to maintain a community garden.

Mark Smith spoke in support of the Compton Community Garden and indicated that we must provide more opportunities for the youth of Compton, as they are our future. Mr. Smith further addressed the federal land markings that are on the sewers and noted that there must be progress in identifying sewers and upgrading the sewer system.

Mr. Dobbs spoke in support of the Compton Community Garden and urged the City Council to partner with the organization to enhance the gardens.

CONSENT AGENDA

APPROVAL OF MINUTES

4. February 28, 2023

It was moved by Spicer, seconded by Duhart, that the minutes be approved.

Councilmember Darden indicated that the last page of the minutes should be corrected to reflect that she was not present.

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

REGULAR AGENDA

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024 AND ORDERING THE PREPARATION OF AN ENGINEER’S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

On motion by Spicer, seconded by Darden, **Resolution Number 25,828** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON INITIATING PROCEEDINGS FOR THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE COMPTON LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2023-2024 AND ORDERING THE PREPARATION OF AN ENGINEER’S REPORT PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE**’ was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN-KIND CONTRIBUTIONS IN SUPPORT OF THE 20TH ANNUAL COMPTON STAND DOWN FOR VETERANS SEPTEMBER 22-25, 2023

On motion by Spicer, seconded by Darden, **Resolution Number 25,829** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING IN-KIND CONTRIBUTIONS IN SUPPORT OF THE 20TH ANNUAL COMPTON STAND DOWN FOR VETERANS SEPTEMBER 22-25, 2023**’ was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Announced that Assemblyman Mike Gipson will be hosting a free workshop to discuss topics such as end-of-life healthcare, retirement planning, life insurance, trusts and more on May 6, 2023, from 9:00 a.m. to 12:00 p.m. at the Compton Chamber of Commerce located at 700 N. Bullis Road
- Requested that the City Manager address the overgrown vegetation around the City and expedite the clean-up of the canal area
- Requested that the City Manager reinstitute the Youth Summer Work Program in the City

Councilmember Spicer offered the following communications/announcements:

- Thanked the residents who spoke in support of the community gardens and further informed the audience that the gardens property in question is not owned by the City of Compton
- Commented that he is working in conjunction with L. A. County Supervisor Holly Mitchell and the California Highway Patrol to address the illegal street takeovers occurring in the City

- Announced that the L.A. County Sheriff's Department/Compton Station will hold a Townhall meeting on Thursday, May 4, 2023, from 5:30 p.m. to 7:30 p.m. at the Youth Activity League, located at 700 N. Alameda Street, Compton

Councilmember Bowers offered the following communications/announcements:

- Commented that the graffiti removal program is failing and noted that the City must develop a strategy to clean up and properly maintain the streets, alleyways and parks grounds
- Implored the City Council to stiffen the penalties for the illegal street takeovers for the health and safety of the residents
- Invited the residents to attend the 3rd District Townhall meeting scheduled for May 6, 2023 from 10:00 a.m. to 12:00 noon at Burrell-MacDonald Park located at 2516 W. Alondra Blvd.

Councilmember Darden offered the following communications/announcements:

- Announced that she and Councilmember Duhart will be hosting a Mother's Day lunch on Friday, May 12, 2023 from 11:30 a.m. to 2:30 p.m. at the Dollarhide Community Center – contact: Dean Jones at: DLJones@comptontcity.org or call (310) 761-1482 for further information
- Encouraged the residents to visit the Compton College Farmer's market which is held every Wednesday from 3:00 p.m. to 7:00 p.m. rain or shine
- Announced that the Bill Picket Rodeo will be held on July 15 and 16, 2023 at the Industry Hills Expo Center located at 16200 Temple Avenue, City of Industry, CA – tickets are available for purchase in the Compton City Clerk's Office – call (310) 605-5530 for additional information

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif invited the residents to join together in a National Day of Prayer on Thursday, May 4, 2023, from 6:30 p.m. to 7:30 p.m.
- Mayor Sharif announced that the Compton 125 Historical Society will celebrate Founder's Day on May 11, 2023, from 5:00 p.m. to 8:00 p.m. at the Dollarhide Community Center located at 301 N. Tamarind Avenue, Compton.
- Mayor Sharif announced that the California Legislature has appointed a commission to develop the Reparations Task Force which will be designed to study the institution of slavery and its lingering negative effects on living African Americans, including descendants of persons enslaved in the United States and on our society as a whole.

ADJOURNMENT

On motion by Duhart, seconded by Spicer, the meeting was adjourned at 8:19 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

September 19, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: STREET SUPERINTENDENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,846 AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE YEAR RENEWAL EXTENSIONS AND ESTABLISH A PURCHASE ORDER FOR RON'S MAINTENANCE, INC. FOR CITYWIDE CATCH BASIN CLEANING AND MONITORING SERVICES IN THE AMOUNT OF TWO HUNDRED SIXTY-SEVEN THOUSAND THREE HUNDRED DOLLARS (\$267,300) ANNUALLY

SUMMARY

Adoption of this resolution will rescind Resolution 25,846 and authorize the City Manager to enter into a three (3) year service agreement, with the option of two (2) one (1) year renewal extensions, and the establishment of a purchase order in the amount of Two Hundred Sixty-Seven Thousand, Three Hundred Dollars (\$267,300) to Ron's Maintenance, Inc. for citywide catch basin cleaning and monitoring services.

BACKGROUND

The County of Los Angeles Department of Public Works requires the City of Compton to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements of certain catch basins inserts.

In 2009, the Gateway Water Management Authority was awarded a \$10 million stimulus grant through the American Reinvestment and Recovery Act (ARRA) to retrofit over 10,000 catch basins in 16 cities tributary to the Los Angeles River to meet Trash Total Maximum Daily Load (TMDL) targets. The City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load ("TMDL") requirements which states that catch basins must be cleaned by the City at least four (4) times per year.

As stated, the contractor shall immediately clean any catch basin openings found to have a blocked screened inlet, screened outlet, or be at least forty percent (40%) full of trash and debris. Contractor shall make minor repairs to any catch basin trash screen or trash collection device that is damaged. The contractor shall report evidence of rodents and/or vectors breeding/living in the storm drain system to the contracting agencies within twenty-four (24) hours of discovery.

For the City of Compton to be effective and conform to the maximum amount that a pollutant is allowed to enter a waterbody to meet quality standards, the catch basin inserts should be cleaned at least four (4) times annually. However, due to the large amount of trash and debris, staff is requesting that our catch basins be cleaned **six (6) times per year** to ensure catch basin cleaning services are provided during the rainy seasons.

The contract cost to clean 547 ARS CB (Automatic Retractable Screen Catch Basins), 1136 CPS (Connection Pipe Screen Catch Basins) and 99 Unmodified Catch Basins inserts is stated below:

Ron’s Maintenance, Inc.

Basin	# Units	Unit Price	Extended Price	Occurrence/Year	Annual Total
ARS CB	547	\$25/EACH	\$13,675	6	\$82,050
CPS CB	1136	\$25/EACH	\$28,400	6	\$170,400
NON-RETROFITTED	99	\$25/EACH	\$2,475	6	14,850
GRAND TOTAL	1782	\$25/EACH	\$44,550.	6	\$267,300

On April 18, 2022, the Los Angeles County Public Works Department solicited Requests For Proposals from qualified catch basin cleaning companies at <https://camisvr.co.la.ca.us/LACoBids>, for “On-Call Catch Basin Cleanout Services for various locations throughout Los Angeles County” and Ron’s Maintenance was deemed the lowest responsible bidder. The bid Ron’s Maintenance Inc. submitted to the County of Los Angeles County is for \$28.00/basin, and if approved by this City Council, the bid for the City of Compton will be at a lesser cost of \$25/basin at six (6) times per year occurrences.

The City of Compton Public Works Street Maintenance Department has contracted worked with Ron’s Maintenance, Inc. for on-call catch basin cleanout and monitoring services for more than 10 years and the Department has been satisfied with the work performed.

STATEMENT OF THE ISSUE

The City Council on June 12, 2023, approved Resolution 25,846, a resolution authorizing the City Manager to enter into a three (3) year service agreement with two (2) one (1) year extension options to renew with Ron’s Maintenance citywide catch basin cleaning services in the amount of Two Hundred Thirteen Thousand Eight Hundred and Forty Dollars (\$213,840). The amount previously stated reflected the cost from the 2020-2023 contract period. The newly proposed cost for fiscal years 2023-2026 increased to \$25/per catch basin an increase of \$53,460. The new contract amount is \$267,300/per year.

In order to rescind Resolution 25,846 dated June 13, 2023 and authorize the City Manager to enter into a three (3) year service agreement (July 1, 2023 through June 30, 2026), with two (2) one (1) year extension options with Ron’s Maintenance Inc., in the amount of Two Hundred Sixty-Seven Thousand Three Hundred Dollars (\$267,300), City Council authorization is necessary.

FISCAL IMPACT

Funding in the amount of \$267,300 is available in the Public Works Street Maintenance Department 2023-2024 Approved Fiscal Year budget in Account No. 1529-720-000-4269 (Other Contract Services). Funding for the remaining years will be provided in future year budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DAMION TIMMONS
STREET SUPERINTENDENT**

APPROVED FOR FORWARDING

**JEROME GROOMES
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION 25,846 AND AUTHORIZING THE CITY MANAGER
TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH THE
OPTION OF TWO (2) ONE YEAR RENEWAL EXTENSIONS AND TO
ESTABLISH A PURCHASE ORDER FOR RON'S MAINTENANCE, INC.
FOR CITYWIDE CATCH BASIN CLEANING AND MONITORING SERVICES IN
THE AMOUNT OF TWO HUNDRED SIXTY-SEVEN THOUSAND THREE
HUNDRED DOLLARS (\$267,300) ANNUALLY**

WHEREAS, the County of Los Angeles Department of Public Works requires the City of Compton to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements of certain catch basins inserts; and

WHEREAS, in 2009, the Gateway Water Management Authority was awarded a \$10 million stimulus grant through the American Reinvestment and Recovery Act (ARRA) to retrofit over 10,000 catch basins in 16 cities tributary to the Los Angeles River to meet Trash Total Maximum Daily Load (TMDL); and

WHEREAS, the City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load ("TMDL") requirements which states that catch basins must be cleaned by the City at least four (4) times per year; and

WHEREAS, for the City of Compton to be effective and conform to the maximum amount that a pollutant is allowed to enter a waterbody to meet quality standards, the catch basin inserts should be cleaned at least four (4) times per year, however, due to the large amount of trash and debris, staff is requesting that our catch basins be cleaned **six (6) times per year** to ensure catch basin cleaning services are provided during the rainy seasons; and

WHEREAS, the contract cost to clean 547 ARS CB (Automatic Retractable Screen Catch Basins), 1,136 CPS (Connection Pipe Screen Catch Basins) and 99 Unmodified Catch Basins inserts is stated below:

Ron's Maintenance, Inc.

Basin	# Units	Unit Price	Extended Price	Occurrence/Year	Annual Total
ARS CB	547	\$25/EACH	\$13,675	6	\$82,050
CPS CB	1136	\$25/EACH	\$28,400	6	\$170,400
NON-RETROFITTED	99	\$25/EACH	\$2,475	6	14,850
GRAND TOTAL	1782	\$25/EACH	\$44,550.	6	\$267,300

WHEREAS, on April 18, 2022, the Los Angeles County Public Works Department solicited Requests For Proposals from qualified catch basin cleaning companies at <https://camisvr.co.la.ca.us/LACoBids>, for "On-Call Catch Basin Cleanout Services for various locations throughout Los Angeles County" and Ron's Maintenance was deemed the lowest responsible bidder; and

WHEREAS, Ron's Maintenance Inc. won the bid submitted to the County of Los Angeles County for the amount of \$28/basin, and if approved by this City Council, the bid for the City of Compton will be at a lesser cost of \$25/basin at six (6) times per year occurrences; and

WHEREAS, the City Council on June 12, 2023, approved Resolution 25846, a resolution authorizing the City Manager to enter into a three (3) year service agreement with two (2) one (1) year extension options to renew with Ron's Maintenance citywide catch basin cleaning services in the amount of Two Hundred Thirteen Thousand Eight Hundred and Forty Dollars (\$213,840); and

WHEREAS, the amount stated in Resolution 25,846 reflected the cost from the 2020-2023 contract and the newly proposed cost for fiscal years 2023-2026 increased \$53,460 causing the new contract amount to be \$267,300/per year; and

WHEREAS, in order to rescind Resolution 25,846 dated June 13, 2023 and authorize the City Manager to enter into a three (3) year service agreement (July 1, 2023 through June 30, 2026), with two (2) one (1) year extension options with Ron's Maintenance Inc., in the amount of Two Hundred Sixty-Seven Thousand Three Hundred Dollars (\$267,300) per year, City Council authorization is necessary.

WHEREAS, funding in the amount of \$267,300 is available in the Public Works Street Maintenance Department 2023-2024 Approved Fiscal Year budget in Account No. 1529-720-000-4269 (Other Contract Services and funding for the remaining years will be provided in future year budgets; and

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

Section 1. That the RFP performed by the Los Angeles County Public Works Department is hereby accepted.

Section 2. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a three-year service contract (i.e. July 1, 2023 – June 30, 2026), with two (2) one (1) year extensions options with Ron's Maintenance, Inc. to provide citywide catch basin cleaning and monitoring services in the annual amount of \$267,300.

Section 3. That a purchase order is authorized to be established for Ron's Maintenance Inc., in an amount not to exceed Two Hundred Sixty-Seven Thousand Three Hundred Dollars (\$267,300) from Account No. 1529-720-000-4269 (Other Contract Services) to provide catch basin cleaning and monitoring services.

Section 4. That funding for this expenditure is available in the approved 2023-2024 Fiscal Year budget in Account No. 1529-720-000-4269 (Other Contract Services) and funding for the remaining years will be provided in future year budgets.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, Public Works Street Maintenance, and the City Controller.

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) ss
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 this _____ day of _____, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

**MAINTENANCE AND MONITORING AGREEMENT
BETWEEN
CITY OF COMPTON
AND
RON'S MAINTENANCE, INC.
[Catch Basin Cleanout Services]**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **RON'S MAINTENANCE, INC.**, (hereinafter referred to as "**CONTRACTOR**") located at 11542 Horley Avenue, Downey, California 90241.

WITNESSETH

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform in a professional manner, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for all the required tasks necessary for providing the following services:

Inspection and Cleaning Procedures:

- Inspect the condition of catch basin grates, Automatic Retractable Screen ("ARS") Catch Basins and Connection Pipe Screen ("CPS") Catch Basins units; the legibility of "no dumping" signage/stencils; and note any build-up of debris outside the catch basin.
- Note the type and quantity of materials removed from each catch basin and storm drain; document any signs of vector/rodent habitats.
- Look for evidence of illegal dumping of hazardous wastes and immediately notify the **CITY** of materials encountered.
- Provide photographic (before and after cleaning activities) documentation of inspection and cleaning activities; minimum of 5 photographs of each basin
- Document all information from inspections/cleaning, repair and stenciling activities.

On-Going Inspections:

- Perform inspections of all identified catch basins during months of October, January and April (on an annual basis).
- Clean catch basins having blocked screen inlets, blocked screen outlets or are 40% full of trash and debris.
- Document inspection results along with providing photographic documentation.

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

- Inspect, clear all debris and perform any required minor repairs to catch basins within the jurisdiction of the **CITY** a minimum of one time between May 1 and September 30 of each year.

Minor Repairs:

- Make minor repairs to screens and trash collection devices that have minor damage.
- Damage beyond **CONTRACTOR's** capabilities will be reported to the **CITY** with 24 hours of discovery.

Vector/Rodents:

- Report to **CITY** within 24 hours of discovery, evidence of vector or rodent breeding/living activities in catch basins/storm drains.

CONTRACTOR agrees to perform all the said work and furnish all the said materials at its own cost and expense as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY**, the work herein set forth.

CONTRACTOR shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

CONTRACTOR agrees to be responsible for furnishing all said labor, materials, equipment, tools and services; furnishing and removing, tools and equipment, and doing everything required by the Agreement; for all expenses arising from the suspension or discontinuance of work, except as are expressly stipulated to be borne by said **CITY**; and for completing the work in accordance with the requirements of this Agreement.

2. TERM OF CONTRACT:

The term of this Agreement shall extend from July 1, 2023 through June 30, 2026, unless this Agreement is terminated earlier as provided herein. Upon expiration of the initial term of this Agreement, the parties may mutually agree to extend the terms of this Agreement for two (2) additional fiscal years (i.e. July 1, 2026 through June 30, 2028).

3. COMPENSATION:

The method of payment for this Contract will be on **Price Per Unit** as follows:

Basin	# Units	Unit Price	Extended Price	Occurrence/Year	Annual Total
ARS CB	547	\$25/EACH	\$13,675	6	\$82,050
CPS CB	1136	\$25/EACH	\$28,400	6	\$170,400

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

NON-RETROFITTED	99	\$25/EACH	2475.	6	14,850
GRAND TOTAL	1782		\$44,550	6	\$267,300

The total price paid the **CONTRACTOR** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY**.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items according to schedule or as required by the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices for services completed. Invoices shall be submitted after the performance of work for which the **CONTRACTOR** is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Street Superintendent of Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

It is understood and agreed that the maximum amount of compensation payable to **CONTRACTOR** for services performed and completed each fiscal year of this Agreement is limited to the sum of Two Hundred Thirteen Thousand Eight Hundred and Forty Dollars (213,840.).

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

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

4. INDEPENDENT CONTRACTOR STATUS

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**,

except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

7. INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless the **CITY** and the **Los Angeles County Flood Control District**, their officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

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

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

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

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

. b The insurer waives all rights of subrogation against the **CITY**.

. c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

. d Identity of the insured(s).

9. PERMITS AND LICENSES

CONTRACTOR, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONTRACTOR**.

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

10. WARRANTIES

The **CONTRACTOR** guarantees all work performed on the job against defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the **CONTRACTOR** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **CONTRACTOR'S** expense. This obligation shall survive termination of the Contract. The **CITY**

shall give notice promptly after discovery of the condition.

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONSULTANT**, to solicit or secure this Agreement

and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. FEDERAL AND STATE WITHHOLDING TAXES

CONTRACTOR shall be responsible for paying when due all federal and state income withholding taxes for all earning under this Agreement. **CONTRACTOR** agrees to indemnify **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by **CITY** resulting from **CONTRACTOR's** failure to comply with this provision.

12. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. WAIVERS

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

14. FORCE MAJEURE:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by **CONTRACTOR** or any of **CONTRACTOR's** subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, **CITY** shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, **CITY** shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

15. TERMINATION

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has

committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the

CONTRACTOR seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

16. AMENDMENTS

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

17. GOVERNING LAW AND SEVERABILITY

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

18. CONTRACTOR'S BOOKS AND RECORDS

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public

agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY** for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONTRACTOR'S** address indicated for receipt of notices in this Agreement.

19. EXAMINATION AND AUDIT

This Contract shall be subject to examination and audit of the State Auditor of the State of California and any duly authorized representative of the federal government, at the request of the **CITY**, or as part of any audit of the **CITY**, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

20. EXTENT OF AGREEMENT

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

21. NOTICES

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

**RON'S MAINTENANCE, INC.
11542 Horley Avenue
Downey, California 90241
(213) 359-3827
(562) 861-2418 – fax.**

Attn: Ron Norman, President

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Street Superintendent
(310) 605-5691
dtimmons@comptoncity.org

NOTE: A copy of any notice provided to the Street Superintendent shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

22. CERTIFICATIONS

CERTIFICATIONS OF CONTRACTOR

I, Ron Norman, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONTRACTOR** firm of **Ron's Maintenance, Inc.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

Federal, State or local agency within the past 3 years;

- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Ron Norman, President

(Date)

23. MISCELLANEOUS

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

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

Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

parties against whom enforcement is sought.

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

**RON'S MAINTENANCE, INC.
CONTRACTOR**

Dated: _____

By _____
Ron Norman, President

**CITY OF COMPTON
Recommended for Approval:**

By _____
Damion Timmons
Public Works Street Maintenance Department

Dated: _____

Approved:

Dated: _____

By _____
Jerome Groomes, City Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

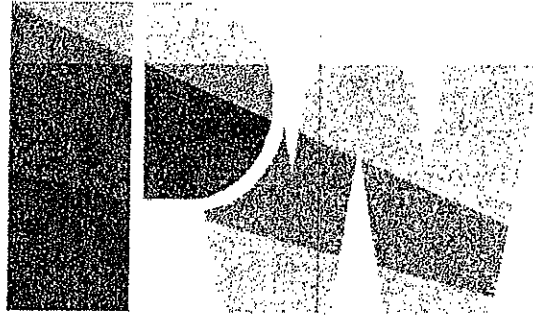
Maintenance Agreement – Ron's Maintenance, Inc.
Catch Basin Cleanout
Resolution No. _____

Dated: _____

By _____
Vernell McDaniel, City Clerk

Contractor Execute
003632

Agreement



Public Works
LOS ANGELES COUNTY

BY AND BETWEEN

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT

AND

RON'S MAINTENANCE, INC.

FOR

ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS
LOCATIONS THROUGHOUT LOS ANGELES COUNTY (BRC0000287)
WEST AREA B - WESTERN

ON-CALL CATCH BASINS CLEANOUT SERVICES FOR VARIOUS LOCATIONS
THROUGHOUT LOS ANGELES COUNTY, WEST AREA B – WESTERN
(BRC0000287)

THIS AGREEMENT, made and entered into this 17th day of October, 2022, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as DISTRICT) and RON'S MAINTENANCE, INC., a California Corporation, located at 11542 Horley Avenue, Downey, California 90241, (hereinafter referred to as CONTRACTOR).

WITNESSETH

FIRST: The CONTRACTOR, for the consideration hereinafter set forth and the acceptance by the County of Los Angeles Board of Supervisors, acting as the governing Board of said DISTRICT, of the CONTRACTOR'S bid filed with the DISTRICT on May 18, 2022, hereby agrees to provide services as described in this Contract for On-Call Catch Basins Cleanout Services for Various Locations Throughout Los Angeles County, West Area B - Western.

SECOND: This AGREEMENT, together with Exhibit A, Scope of Work; Exhibit B, Service Contract General Requirements; Exhibit C, Internal Revenue Service Notice 1015; Exhibit D, Safely Surrendered Baby Law Posters; Exhibit E, Defaulted Property Tax Reduction Program; Exhibit F, Performance Requirements Summary; Exhibit G, List of Area Catch Basins; Exhibit H.1, Catch Basin Standard Plans and Specifications – Shop Drawings ARS; Exhibit H.2, Catch Basin Standard Plans and Specifications – Show Drawings CPS; Exhibit H.3, Catch Basin Standard Plans and Specifications; Exhibit I, Stormwater Maintenance Boundaries Map; Exhibit J, Area Catch Basins Location Maps (Dry Season); Exhibit K, Area Catch Basins Location Maps (Wet Season); Exhibit L, Weekly CB Cleaning Report; Exhibit M, CB Cleaning Report Form; and Exhibit N, Confined Space Manual, the CONTRACTOR'S bid, all attached hereto; Invitation for Bids; and Addenda to Invitation for Bids, all of which are incorporated herein by reference, are agreed by the DISTRICT and the CONTRACTOR to constitute the Contract.

THIRD: The DISTRICT agrees, in consideration of satisfactory performance of the foregoing services in strict accordance with this Contract's specifications to the satisfaction of the County of Los Angeles' Director of Public Works, to pay the CONTRACTOR pursuant to the Schedule of Prices set forth in the bid and attached hereto as Form PW-2, an amount not to exceed \$643,150 per year plus any unused authorized amounts up to 25% from the previous contract terms will roll over into subsequent renewal terms, or such greater amount as the Board may approve (Maximum Contract Sum).

FOURTH: This Contract's initial term shall be for a period of 1 year commencing upon the Board's approval and execution of this Agreement by both parties, whichever occurs last. The DISTRICT shall have the sole option to renew this Contract term for up to three additional 1-year period and a 6 month-to-month extension, for a maximum total

Contract term of 4 years and 6 months. Each such option shall be exercised at the sole discretion of the DISTRICT. The DISTRICT, acting through the Director, may give a written notice of intent to renew this Contract at least 10 days prior to the end of each term. At the sole discretion of the DISTRICT, in lieu of renewing the Contract for the full 1 year, this Contract may be renewed on a month-to-month basis, upon written notice to the CONTRACTOR at least ten days prior to the end of a term. The Director will provide a written notice of nonrenewal at least ten days before the last day of any term, in which case this Contract shall expire as of midnight on the last day of that term. Where all option years have been exercised, the Director will not provide a written notice of nonrenewal.

FIFTH: The CONTRACTOR shall bill monthly, in arrears, for the work performed during the preceding month. Work performed shall be billed at the hourly rates and/or unit prices quoted in Form PW-2, Schedule of Prices.

SIXTH: The DISTRICT, acting through the Los Angeles County Public Works, will make payment to the CONTRACTOR within 30 days of receipt and approval of a properly completed and undisputed invoice. However, should the CONTRACTOR be certified by the COUNTY as a Local Small Business Enterprise, payment will be made in accordance with Board of Supervisors Policy No. 3.035, Small Business Liaison and Prompt Payment Program. Each invoice shall be in triplicate (original and two copies) and shall itemize the work completed. The invoices shall be submitted to:

Los Angeles County Public Works
Attention Fiscal Division, Accounts Payable
P.O. Box 7508
Alhambra, CA 91802-7508

SEVENTH: In no event shall the aggregate total amount of compensation paid to the CONTRACTOR exceed the amount of compensation authorized by the Board. Such aggregate total amount is the Maximum Contract Sum.

EIGHTH: The CONTRACTOR understands and agrees that only the designated DISTRICT Contract Manager is authorized to request or order work under this Contract. The CONTRACTOR acknowledges that the designated Contract Manager is not authorized to request or order any work that would result in the CONTRACTOR earning an aggregate compensation in excess of this Contract's Maximum Contract Sum.

NINTH: The CONTRACTOR shall not perform or accept work requests from the Contract Manager or any other person that will cause the Maximum Contract Sum of this Contract to be exceeded. The CONTRACTOR shall monitor the balance of this Contract's Maximum Contract Sum. When the total of the CONTRACTOR'S paid invoices, invoices pending payment, invoices yet to be submitted, and ordered services reaches 75 percent of the Maximum Contract Sum, the CONTRACTOR shall immediately notify the Contract Manager in writing. The CONTRACTOR shall send written notification to the Contract Manager when this Contract is within six months from expiration of the term as provided for hereinabove.

TENTH: If requested by the Contractor, the contract (hourly, daily, monthly, etc.)

amount may, at the sole discretion of the County, be increased at the time of contract renewal, if exercised by the County, based on the most recently published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim CA, areas for the 12-month period preceding the renewal date, which shall be the effective date for any Cost-of-Living Adjustment (COLA). However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted. Upon approval of COLA, a notification will be sent to the Contractor.

ELEVENTH: In the event that the terms and conditions, which may be listed in the CONTRACTOR'S bid, conflict with the DISTRICT'S specifications, requirements, and terms and conditions as reflected in this AGREEMENT including, but not limited to, Exhibits A through N, inclusive, the DISTRICT'S provisions shall control and be binding.

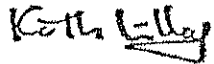
TWELFTH: The CONTRACTOR agrees in strict accordance with this Contract's specifications and conditions to meet the DISTRICT'S requirements.

THIRTEENTH: This Contract constitutes the entire agreement between the COUNTY and the CONTRACTOR with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings. This CONTRACT may be signed by the parties hereto in separate counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic signatures. Electronic signatures include facsimile or e-mail electronic signatures. Each executed counterpart shall be deemed an original. All counterparts, taken together, constitute the executed Agreement.

The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, used in connection with the execution of this Agreement and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Agreement had been delivered and had been signed using a handwritten signature. Contractor and County (i) agree that an electronic signature, whether digital or encrypted, of a party to this Agreement is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature. If this Agreement has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 (E-SIGN) and California Uniform Electronic Transactions Act (UETA)(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, e-mail or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

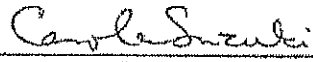
IN WITNESS WHEREOF, the DISTRICT has, by order of the County of Los Angeles' Board of Supervisors, the DISTRICT'S governing Board, caused these presents to be subscribed by the County of Los Angeles Director of Public Works, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

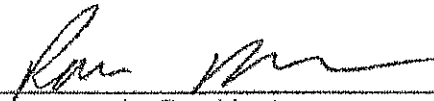
By 
Chief Engineer

APPROVED AS TO FORM:

DAWYN R. HARRISON
Acting County Counsel

By 
Deputy
Carole Suzuki
Type/Print Name

RON'S MAINTENANCE, INC.

By 
Its President

Ronnie Norman
Type/Print Name

By 
Its Secretary

Ronnie Norman
Type/Print Name

"A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

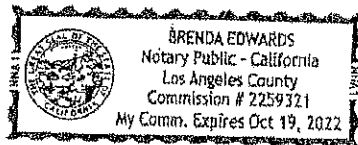
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of LOS ANGELES

On August 3, 2022 before me, BRENDA EDWARDS, A NOTARY PUBLIC
Date Name and Title of the Officer

personally appeared RONNIE NORMAN
Name(s) of Signer(s)



Place Notary Seal Above

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Brenda Edwards
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

**SCHEDULE OF PRICES FOR
ON-CALL CATCH BASINS CLEANOUT SERVICES FOR
VARIOUS LOCATIONS THROUGHOUT LOS ANGELES COUNTY
(BRC0000287)**

The undersigned Bidder offers to perform the work described in the Invitation for Bids (IFB) for the following price(s). The Bidder rate(s) (hourly, monthly, etc.) shall include all administrative costs, profit, labor, supervision, materials, transportation, taxes, equipment, and supplies unless stated otherwise in the IFB. It is understood and agreed that where quantities, if any, are set forth in the Schedule of Prices, they are only estimates, and the unit prices quoted, if any, will apply to the actual quantities, whatever they may be. **Any additional Catch Basin locations added to this Contract will be charged at the same unit prices reflected on this Form PW-2 (West Area B-Western), Schedule of Prices.**

NOTE:

1. All unit prices listed below shall include labor, equipment, materials, and traffic control unless otherwise indicated in Exhibit A, Scope of Work.
2. Public Works will reimburse all dumping fees plus a 10 percent handling charge upon receipt of an invoice with attached dump tickets. Public Works will not pay for labor and transportation of debris to the dump site.
3. For work performed under Item B.7 below, Public Works will reimburse for rented vacuum trucks plus a 10 percent processing charge upon receipt of an invoice from the rental company. The Contractor will be reimbursed for Contractor owned vacuum trucks according to the Contractor's published rate list. The Contractor shall provide its published rate list at the time of bid submission and annually thereafter at the time of Contract renewal.
4. All unit prices shall include all requirements listed under Exhibit A, Scope of Work.

<u>Item</u> A.	<u>Description</u>	<u>Annual</u> <u>Frequency</u>	<u>Unit Price</u>	<u>Estimated # of</u> <u>Units</u>	<u>Annual Price</u> <u>(Frequency X</u> <u>Unit Price X</u> <u>Estimated # of</u> <u>Units)</u>
1.	Routine Dry Season Cleaning of all Catch Basins including all activities described in the Scope of Work, Exhibit A. Once per Dry Season.	1	\$ <u>28.00</u>	11,600	\$ <u>324,800</u>
2.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>25.00</u>	900	\$ <u>25,200.00</u>
3.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>

**FORM PW-2
(WEST AREA B-WESTERN)**

4.	Routine Storm Season Cleaning of Inserted, Priority A, and Priority B Catch Basins including all activities described in Exhibit A. Once during Storm Season during October/November.	1	\$ <u>28.00</u>	900	\$ <u>25,200.00</u>
5.	Post Storm Cleaning of all Inserted Catch Basins as described in Exhibit A.	Unit Rate	\$ <u>12.00</u>	14,200 (7,100 catch basins x 2 storms)	\$ <u>170,400.00</u>
6.	Stenciling of the "No Dumping, This Drains to the Ocean" logo on each catch basin during the Dry Season.	Unit Rate	\$ <u>6.00</u>	3,900	\$ <u>23,400.00</u>

TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6 \$ 594,200.00

Item	Description	Annual Frequency	Unit Rate	Estimated # of Units	Annual Price (Unit Rate X Estimated # of Units)
B.					

AS-NEEDED SERVICES

7.	Emergency Catch Basins Cleaning as described in Exhibit A.	Unit Rate	\$ <u>10.00</u>	500	\$ <u>5,000.00</u>
8.	Monitor and Measuring of Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
9.	Waste Characterization of Collected Trash as described in Exhibit A.	Hourly	\$ <u>5.00</u>	120	\$ <u>600.00</u>
10.	Digital Photographs as described in Exhibit A.	Unit Rate	\$ <u>1.50</u>	28,500	\$ <u>42,750.00</u>

TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10 \$ 48,950.00

TOTAL PROPOSED ANNUAL PRICE

(TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 1 - 6 + TOTAL PROPOSED ANNUAL PRICE FOR ITEMS 7 - 10) \$ 643,150.00

LEGAL NAME OF BIDDER <i>Ron's Maintenance LLC</i>		
SIGNATURE OF PERSON AUTHORIZED TO SUBMIT BID <i>Ronnie [Signature]</i>		
TITLE OF AUTHORIZED PERSON <i>President</i>		
DATE <i>May 16, 2022</i>	STATE CONTRACTOR'S LICENSE NUMBER <i>972124</i>	LICENSE TYPE <i>CU1/063</i>
BIDDER'S ADDRESS: <i>11542 Harley Ave Downey, CA 90241</i>		
PHONE <i>213-359-3827</i>	FACSIMILE <i>562-861-2418</i>	E-MAIL <i>Ronsmaintenance@aol.com</i>



(<https://camisvr.co.la.ca.us/LACoBids/>)

lacounty.gov

Home (<https://camisvr.co.la.ca.us/LACoBids/>)

Solicitation Information

(<https://camisvr.co.la.ca.us/LACoBids/#collapseAwardBidDetail>)

Solicitation Number:	BRC0000287		
Title:	On-Call Catch Basins Cleanout Services for various locations throughout Los Angeles County (BRC0000287)		
Department:	Public Works		
Bid Type:	Service	Bid Amount:	\$4,338,000.00
Commodity:	BODIES & EQUIPMENT-AUTOMOTIVE- SEWER/CATCH BASIN CLEANING		
Description:	PLEASE TAKE NOTICE that Public Works invites bid submissions for the On-Call Catch Basins Cleanout Services for var More (https://camisvr.co.la.ca.us/LACoBids/#CollapseBidC)		
Open Day:	4/18/2022	Closed Date:	5/18/2022 5:30:00 PM
Contact Name:	Jairo Flores	Contact Phone:	(626) 458-4069
Contact Email:	JFlores@dpw.lacounty.gov		
Notice of Intent to Award (0):	Click here to view notice Intent to award list. (https://camisvr.co.la.ca.us/LACoBids/#collapseBidNIA)		
Solicitation Award (0):	Click here to view award list. (https://camisvr.co.la.ca.us/LACoBids/#collapseBidAward)		
Last Changed On:	5/9/2022 3:14:04 PM		
Attachment File (0):	Click here to download attachment files. (https://camisvr.co.la.ca.us/LACoBids/#collapseBidAttach)		



Powered by ISD | [Contact Us](https://camisvr.co.la.ca.us/LACoBids/#contactPopup) (<https://camisvr.co.la.ca.us/LACoBids/#contactPopup>)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE YEAR RENEWAL EXTENSIONS AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR RON'S MAINTENANCE, INC. FOR CITY-WIDE CATCH BASIN CLEANING SERVICES (\$213,840.00).

WHEREAS, the County of Los Angeles Department of Public Works requires the City of Compton to comply with the State Mandated Storm Water Program Trash TMDL (Total Maximum Daily Load) requirements of certain catch basins; inserts; and

WHEREAS, to assist communities to comply with this requirement, the Los Angeles Gateway Region, Integrated Regional Water Management Joint Powers Authority (IRWMP, JPA) applied for a State grant to install catch basin inserts throughout the Gateway Cities region; and

WHEREAS, in 2009, the Gateway Water Management Authority was awarded a \$10 million stimulus grant through the American Reinvestment and Recovery Act (ARRA) to retrofit over 10,000 catch basins in 16 cities tributary to the Los Angeles River to meet Trash Total Maximum Daily Load (TMDL); and

WHEREAS, the City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load ("TMDL") requirements which states that catch basins must be cleaned by the City at least four (4) times per year; and

WHEREAS, for the City of Compton to be effective and not reduce storm water inflow capacity, the catch basin inserts should be cleaned at least 4 times annually; and

WHEREAS, the contract cost to clean 547 ARS CB (Automatic Retractable Screen Catch Basins), 1,136 CPS (Connection Pipe Screen Catch Basins) and 99 Unmodified Catch Basins inserts at least 4 times annually at a cost as stated below:

Ron's Maintenance, Inc.

Basin	# Units	Unit Price	Extended Price	Occurrence/Year	Annual Total
ARS CB	547	\$20/EACH	\$10,940	6	\$65,640
CPS CB	1136	\$20/EACH	\$22,720	6	\$136,320
NON-RETROFITTED	99	\$20/EACH	1980.	6	11,880
GRAND TOTAL	1782		\$35,640	6	\$213,840

WHEREAS, on April 18, 2022, the Los Angeles County Public Works Department solicited Requests For Proposals from qualified catch basin cleaning companies at <https://camisvr.co.la.ca.us/LACoBids>, for "On-Call Catch Basin Cleanout Services for various locations throughout Los Angeles County" and Ron's Maintenance was deemed the lowest responsible bidder; and

WHEREAS, the City of Compton is required to be in compliance with the State Mandated Water Program Trash Total Maximum Daily Load ("TMDL") requirements which states that catch basins must be cleaned by the City at least four (4) times a year; and

WHEREAS, due to the large amount of trash and debris, staff is requesting that our catch basin be cleaned six (6) times per year to ensure catch basin cleaning services are provided during the upcoming rainy season; and

1 **WHEREAS**, in order for the City to enter into a three (3) year agreement from July
2 1, 2023 through June 30, 2026, with two (2) one (1) year options to renew with Ron's
3 Maintenance Inc., City Council authorization is necessary; and

4 **WHEREAS**, funds in the amount of \$213,840 will be available in the Public Works
5 Department 2023-2024 Fiscal Year budget in Account No. 1529-720-000-4269 and
6 funding for the remaining years will be provided in future fiscal year budgets; and

7 **WHEREAS**, staff recommends that the City Council accept the RPF performed by
8 the Los Angeles County Public Works Department and adopt the attached Resolution
9 authorizing the City Manager to enter into a three (3) year agreement, with two (2) one
10 (1) year options to renew, with Ron's Maintenance, Inc. to provide catch basin monitoring
11 and cleaning services city-wide at an annual amount not to exceed \$213,840.00.

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

14 **Section 1.** That the RFP performed by the Los Angeles County Public Works
15 Department is hereby accepted.

16 **Section 2.** That the City Manager, is hereby authorized to enter into a three-
17 year service contract (i.e. July 1, 2023 – June 30, 2026), on the advice and approval of
18 the City Attorney, with two (2) one (1) year options to renew with Ron's Maintenance, Inc.
19 to provide catch basin monitoring and cleaning services city-wide at an annual amount
20 not to exceed \$213,840.00.

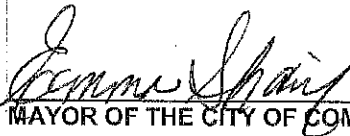
21 **Section 3.** That a purchase order is authorized to be established for Ron's
22 Maintenance Inc., in an amount not to exceed Two Hundred Thirteen Thousand Eight
23 Hundred and Forty Dollars (213,840) annually for "on-call catch basin cleaning services".

24 **Section 4.** That funds for this expenditure will be available in the approved
25 2023-2024 Fiscal Year budget in Account No. 1529-720-000-4269 in the amount of Two
26 Hundred Thirteen Thousand Eight Hundred and Forty Dollars and additionally, funds will
27 be budgeted in future year budgets 2024-2025 and 2025-2026.

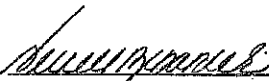
28 **Section 6.** That a copy of this Resolution shall be filed in the offices of the City
29 Clerk, City Attorney, City Manager, Public Works Street Maintenance, and the City
30 Controller.

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

ADOPTED this 13th day of JUNE, 2023.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

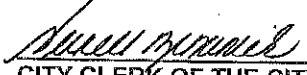
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)
CITY OF COMPTON)

ss

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 13th day of JUNE, 2023.

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

AYES: COUNCILMEMBERS. DUHART, SPICER, DARDEN, SHARIF
NOES: COUNCILMEMBERS. BOWERS
ABSTAIN: COUNCILMEMBERS. NONE
ABSENT: COUNCILMEMBERS. NONE


CITY CLERK OF THE CITY OF COMPTON

September 12, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: NEBRASKA JONES, GENERAL SERVICES DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING CITY PROPERTY AS SURPLUS AND APPROVING
AUCTION LISTINGS BY LIQUIDITY SERVICES OPERATIONS LLC DBA
GOVDEALS AND/OR DISPOSAL OF THE PROPERTY**

SUMMARY

The City Council will consider adopting the attached resolution, declaring certain office furniture and equipment to be surplus, and authorizing the auction sale, disposal, or donation by appropriate means.

BACKGROUND

Periodically, surplus furniture and equipment, which have exceeded their useful life expectancy, are approved for disposition by the City Council. The items listed on "**Exhibit A**" to the proposed resolution are in fact surplus property and may be removed from the City.

STATEMENT OF THE ISSUE

Over time, the General Services Department has accumulated office furniture and equipment, which have exceeded their useful life cycle or are no longer needed for public use. The items listed on "**Exhibit A**" to the proposed resolution are old, damaged, or no longer have value to the City's operations. The surplus furniture and equipment are currently taking up useful space in storage rooms, vacant offices, and storage containers. Staff has inspected the aforementioned items and determined that it is in the best interest of the City to utilize Liquidity Services Operations LLC dba GOVDeals public online auction, pursuant to the Sourcwell Cooperative Purchasing Online Surplus Auctions & Payment Processing Contract No. 012821-GDI in the attempt to collect proceeds for the items listed on "**Exhibit A**". This service is at no cost to the City, as the 12% premium for each transaction is paid by the bidder/buyer.

GovDeals will showcase items on "**Exhibit A**" on the auction website www.govdeal.com for a specific period of time. Items not sold within a reasonable timeframe, and after multiple attempts to auction the items, the City will dispose of or donate these items in an environmentally friendly and fiscally responsible manner.

Per Compton Municipal Code Section 4-11.10 Sale of City Personal Property, it is necessary for the City Council to declare the items listed in the resolution as surplus property, as it will allow the City Manager and/or his designee to dispose or donate the listed items.

CMC 4-11.10 Sale of City Personal Property.

Whenever the City has any materials, supplies, equipment or other personal property which it no longer needs for municipal purposes, or which has become unfit for use for municipal purposes, the City Manager shall provide for the sale, donation or destruction of such materials, supplies, equipment or other personal property by such means as he or she shall find most advantageous to the City. In the event such materials, supplies, equipment or other personal property has a sale value of more than \$500, the City Manager shall obtain the consent and approval of the City Council before authorizing the sale, donation or disposal thereof.

ALTERNATIVE

None are proposed at this time.

FISCAL IMPACT

The passing of the attached resolution will authorize the City to move forward with the auction listing. The City will recover funds for items successfully sold from the sale of the auction listed on “**Exhibit A**” through Liquidity Services Operations LLC dba GOVDeals.

RECOMMENDATION

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

APPROVED FOR FORWARDING:

**NEBRASKA JONES
GENERAL SERVICES DIRECTOR**

**JERRY GROOMES
CITY MANAGER**

Attachment: Proposed Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING CITY PROPERTY AS SURPLUS AND APPROVING
AUCTION LISTINGS BY LIQUIDITY SERVICES OPERATIONS LLC
DBA GOVDEALS AND/OR DISPOSAL OF THE PROPERTY**

WHEREAS, the General Services Department has accumulated office furniture and equipment, which have exceeded their useful life cycle; and

WHEREAS, Compton Municipal Section 4-11.10 Sale of City Personal Property states that the City Manager shall obtain the consent and approval of the City Council before authorizing the sale, donations or disposal thereof; and

WHEREAS, the equipment and furnishings listed in **Exhibit “A”** are old, damaged and/or no longer needed for City’s operations; and

WHEREAS, the surplus furniture and equipment are currently taking up useful space in storage rooms, vacant offices and storage containers; and

WHEREAS, staff has inspected the list of items listed in **“Exhibit A”** and has determined that it is in the best interest of the City to list items through Liquidity Services Operations LLC dba GOVDeals public online auction, pursuant to the Sourcewell Cooperative Purchasing Online Surplus Auctions & Payment Processing Contract No. 012821-GDI and/or donate or dispose of these items in an environmentally friendly and fiscally responsible manner; and

WHEREAS, this service is at no cost to the City, as the 12% premium is paid by the bidder/buyer, and

WHEREAS, the passing of the attached resolution will authorize the City to move forward with the auction listing and recover funds for items successfully sold from the sale of the auction listed on **“Exhibit A”** through Liquidity Services Operations LLC dba GOVDeals.

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

Section 1. That the Mayor and City Council hereby declare certain office furniture, equipment and property as surplus as listed in **“Exhibit A”**.

Section 2. That the City Council hereby authorizes the City Manager to enter into a Memorandum of Understanding with Liquidity Services Operations LLC dba GOVDeals for the online auction of surplus property.

Section 3. That the City Council hereby authorizes the disposal of City-owned surplus property, either by auction, disposal or by donation, as determined to be in the best interests of the City by the City Manager and/or the City Manager’s designee.

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

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

ADOPTED this ____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, 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 this ____ day of _____, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON



























THE ONLY
PLEASE COVER CONTENTS
SUBJECT TO MOISTURE!
WE ARE NOT LIABLE FOR
DAMAGE CAUSED BY CONDENSE
OR WEAR AND TEAR

08/24/2017 00:38









































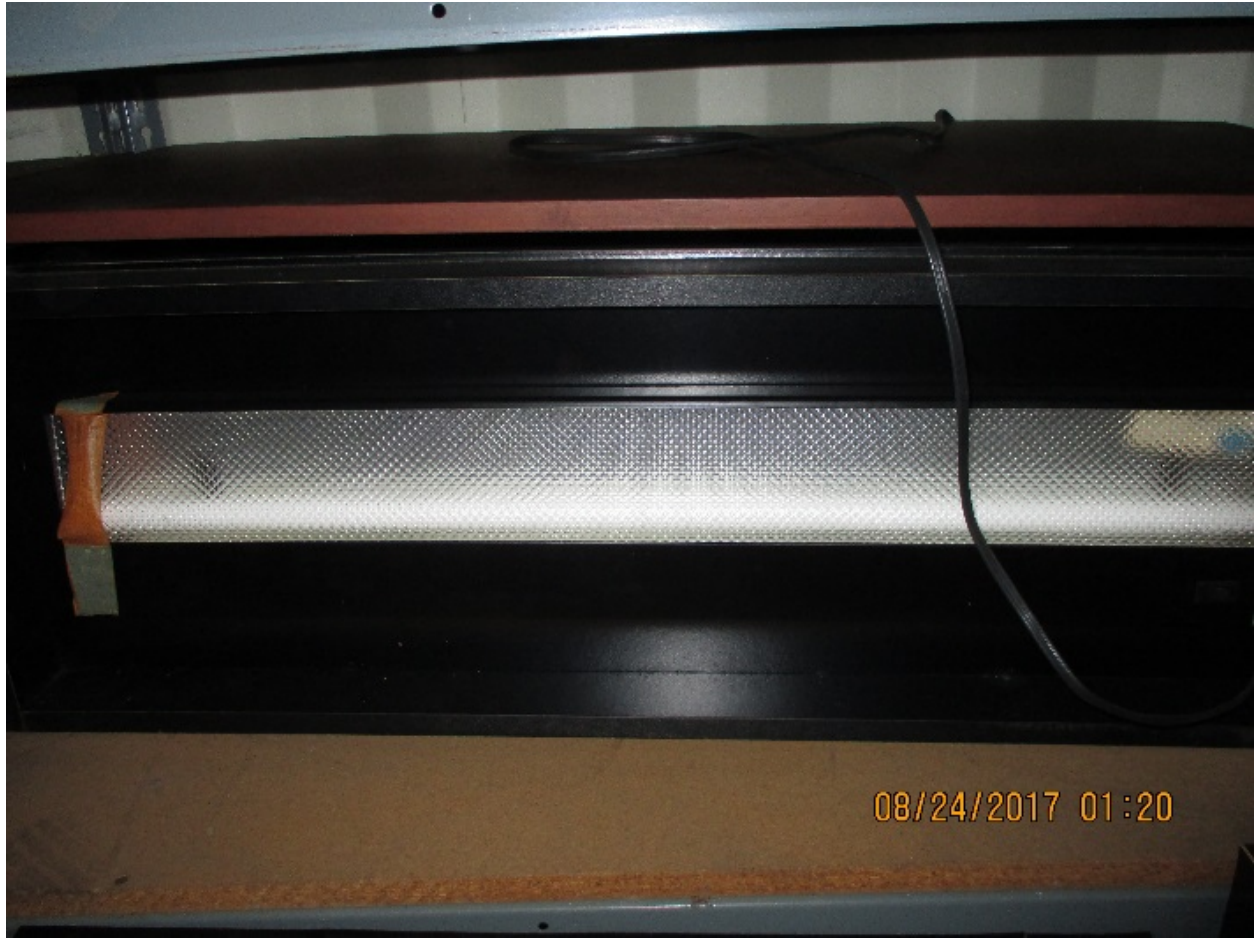














































“Exhibit A”

Surplus Furniture Inventory

- 60 Office and desk chairs
- 24 Desks
- 14 Disassembled desks
- 28 desk file drawers
- 14 wall-hung desk cabinets w/lights
- 81 Partitions
- 14 Credenzas
- 3 Conference tables
- 2 legal 2-drawer file cabinets
- 10 standard file cabinets
- 1 stand-up computer desk
- 2 Microwave ovens
- 1 Markerboard
- 10 Bookcases
- 8 Desk returns
- 4 Hutches
- 7 Blue conference table chairs

Surplus Property Inventory

- 2 Mobile Trailers – 700 N. Bullis Road and 404 N. Alameda Street

Liquidity Services Operations LLC dba GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the City of Compton (“Client”), having its principal place of business at 205 South Willowbrook Avenue – Compton, California 90220.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals’ Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:
 - 2.1** Access to a GovDeals online “Seller Asset Management” (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of SAM
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high value assets.
- 3.0 Fees:** The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.
- 4.0 Payment:**
 - 4.1** GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.**

- 4.2** Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 5.0 Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 Terms and Conditions:** Please find **Exhibit B** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of California.
- 8.0 Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals

Signature: _____

Print Name: Scott Starcher

Title: Vice President of Operations

Date: _____

Client: City of Compton

Signature: _____

Print Name: _____

Title: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

EXHIBIT A - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Remittance Information

Please complete information below:

This section must be completed when submitting the signed MOU back to GovDeals, as this is where GovDeals Payments to the Client will be made.

Accounting Contact: _____
(Person to receive invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

City of Compton
Compton, California

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” City of Compton (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the Seller and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of \$25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

September 19, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH THE COALITION FOR HUMANE
IMMIGRANT RIGHTS (CHIRLA) FOR THE LEASE OF CITY-OWNED
PROPERTY LOCATED AT 700 NORTH BULLIS ROAD

SUMMARY

City Council will consider a request from the Coalition for Humane Immigrant Rights (“CHIRLA”) to enter into a twelve (12) month (i.e. October 1, 2023, through September 30, 2024) lease agreement, for the use of approximately 3,721 square feet of dedicated indoor space at 700 North Bullis Road, Compton, CA 90221 commonly known as the “CareerLink” facility.

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, commonly known as the “CareerLink” facility. This property is used as a “shared occupancy” facility, offering indoor space for leasing to outside agencies, organizations, and individuals.

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

In addition to the base minimum rental rate of \$1.00 per square foot for indoor space, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, etc. At the CareerLink location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot.

**Staff Report – Resolution Authorizing Lease
700 N. Bullis Road (3,721 Indoor Square Feet)
Classroom 1A (1,080 sq. ft.) and Annex Building (2,641 sq. ft.)
Coalition for Humane Immigrant Rights
September 19, 2023, Page 2**

Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

STATEMENT OF THE ISSUE

The Coalition for Humane Immigrant Rights was founded in 1986. CHIRLA is an immigrant-centered and immigrant-powered organization working to achieve a just society fully inclusive of immigrants. They drive this mission statement by providing direct immigration legal services at low cost to the most vulnerable among the community; organizing immigrants to take an active part in the social change we all want to see; and advocating in the halls of power for laws and government policies that benefit and include immigrants in the national conversation about the kind of nation we want to be.

In addition to offering a variety of low-cost, high-quality legal services CHIRLA plans to bring programs and services that will benefit the community at large. Programs such as their Community Education and Outreach will provide free information, group seminars, presentations and workshops on Coalition Building, Policy, Civic Engagement, Worker's Rights, Community/Police Relations and other social services that affect the community.

This proposed lease agreement will provide CHIRLA with exclusive use of the following indoor space at the CareerLink facility:

Indoor square footage

Classroom 1A	1,080 square feet
Annex Building	2,641 square feet

Total Exclusive Indoor Square Footage **3,721 square feet**

In 2020, the Coalition for Humane Immigrant Rights sought to provide a location for its programs within the City's limits and the City Council approved a 1-year agreement for Classroom 1A for 1,080 square feet of space. That lease agreement expired on January 31, 2021, and they are on a month-to-month occupancy.

On August 8, 2023, staff received a request from CHIRLA to renew their lease agreement. In addition to the 1,080 square feet of office space for Classroom 1A, they request to add 2,641 square feet of indoor office space for the Annex Building, which was formerly occupied by Volunteers of America. If approved, the City Council will authorize the City Manager to enter into a twelve (12) month lease agreement with the City of Compton.

**Staff Report – Resolution Authorizing Lease
700 N. Bullis Road (3,721 Indoor Square Feet)
Classroom 1A (1,080 sq. ft.) and Annex Building (2,641 sq. ft.)
Coalition for Humane Immigrant Rights
September 19, 2023, Page 3**

beginning October 1, 2023, through September 30, 2024, for exclusive occupation of the above-indicated indoor spaces of the CareerLink site.

FISCAL IMPACT

The estimated total fiscal impact of this proposed lease will amount to the collection of Seven Thousand Three Hundred Thirty Dollars and Thirty-Seven Cents (\$7,330.37) per month with a grand total of \$87,964.44 for the twelve (12) month agreement.

ALTERNATIVE

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

1. Authorize the City Manager to enter into a lease agreement with the Coalition for Humane Immigrant Rights:
 - a. For the minimally recommended City policy rates (i.e. \$1.97 per square foot per month = \$7,330.37 for the indoor space) or for some other rental rate for the twelve (12) month renewal option.
2. Deny the request to enter into a lease agreement for this space by the Coalition for Humane Immigrant Rights.

RECOMMENDATION

Staff recommends accepting the lease proposal from Coalition for Humane Immigrant Rights at the current lease agreement rate of \$1.97 per square foot.

**NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**JERRY GROOMES
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12)
MONTH AGREEMENT WITH THE COALITION FOR HUMANE
IMMIGRANT RIGHTS (CHIRLA) FOR THE LEASE OF CITY-OWNED
PROPERTY LOCATED AT 700 NORTH BULLIS ROAD**

WHEREAS, the City of Compton owns certain real property located at 700 Bullis Road; and

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

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

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses the recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), routine maintenance and minor repairs, custodial services and City security. At the Careerlink location, that cost has been identified to be Ninety-Seven Cents (\$0.97) per square foot; and

WHEREAS, the Coalition for Humane Immigrant Rights, a non-profit organization, seeks City Council approval to enter into a twelve (12) month lease agreement option with the City, beginning October 1, 2023, through September 30, 2024, for the exclusive occupation of 3,721 square feet of indoor space located at 700 Bullis Road, for the purpose of administrative offices and support services for their organization; and

Indoor square footage

Classroom 1A	1,080 square feet
Annex Building	2,641 square feet
Total Exclusive Indoor Square Footage	3,721 square feet

WHEREAS, the City Council has the discretion of authorizing the lease agreement with Coalition for Humane Immigrant Rights and if granted, a monthly rental fee of Seven Thousand Three Hundred Thirty Dollars and Thirty-Seven Cents (\$7,330.37) will be provided to the City with a grand total of \$87,964.44 for the twelve (12) month agreement; and

WHEREAS, staff believes Coalition for Humane Immigrant Rights provides a public benefit and recommends the City Council authorize the City Manager to enter into a twelve (12) month agreement with the organization.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney, is authorized to enter into a twelve (12) month lease agreement, effective October 1, 2023, through September 30, 2024, with the Coalition for Humane Immigrant Rights for the exclusive use of approximately 3,721 square feet of space within the City-owned building located at 700 Bullis Road, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be Seven Thousand Three Hundred Thirty Dollars and Thirty-Seven Cents (\$ 7,330.37) per month.

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

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

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

ADOPTED this ____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**LEASE AGREEMENT BETWEEN
CITY OF COMPTON
AND
COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**OWNER**”) and the **COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA)** (hereinafter referred to as “**LESSEE**”), collectively, the “Parties.”

RECITALS:

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

WHEREAS, on _____ the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the **Coalition for Humane Immigrant Rights (CHIRLA)** (“**Lessee**”) for a period of twelve (12) months, commencing October 1, 2023, through September 30, 2024; and

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

WITNESSETH:

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

**Compton CarrerLink Facility
700 North Bullis Road
Compton, California 90221**

[The “Site”]

Lessee shall lease approximately 3,721 square feet of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the site.

Exclusive Indoor Space:

LOCATION	SQUARE FOOTAGE
Classroom 1A	1,080 square feet
Annex Building	2,641 square feet

[The “Premises”]

The Premises are leased in "AS IS" condition and Lessee acknowledges that it has inspected and accepts the Premises in their present condition as suitable for the purpose for which the Premises are leased. Taking of possession by Lessee shall be conclusive to establish that the Premises are in good and satisfactory condition when possession is taken. Owner makes no warranties or representation as to the suitability of the Premises for Lessee's intended use, including without limitation, as to zoning, visibility, traffic count or any other factors.

Note: Within the Premises leased by Lessee (Room 1A) is located a data storage closet, consisting of approximately 102 square feet (as reflected in the attached diagram). This data storage closet is not included within the exclusive use space leased by Lessee. Lessee shall have no right to use of this data storage closet for any purpose whatsoever. Owner retains exclusive right to use of this data storage closet and on twenty-four (24) hour advance notice (less if an emergency dictates) to Lessee shall have the right to enter upon and into the Lessee's leased space to gain access to this data storage closet.

Section 2. Term. This Lease shall be for a term of twelve (12) months commencing on October 1, 2023, and shall terminate on September 30, 2024, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Rent. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the total sum of Seven Thousand Three Hundred Thirty Dollars and Thirty-Seven Cents (\$7,330.37) per month, based on a rental rate of One Dollar and Ninety Seven Cents (\$1.97) **per square foot** for each square foot of exclusive use indoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:

General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Nebraska Jones

Payable to: City of Compton

[Please identify your Lease Site on the payment]

**[Lease Site: CareerLink – 700 N. Bullis Rd.
Class Room 1A and Annex Building]**

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

Administrative Offices and Support Services

Lessee shall not use the Premises for any other purposes without the prior written consent of the Owner. Lessee shall not use the Premises for residential purposes or for any commercial purposes not stated herein. Lessee shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment not integral to the purposes of the Program.

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

On those dates designated by the City Council as legal City holidays, the Site (including the Premises) shall be closed. If Lessee desires to use the Premises on a City holiday or during hours not specified above, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Owner shall provide Lessee with an invoice for the costs owed by Lessee for access/use of the Premises on a City holiday or during non-business building hours, which shall be due and payable on receipt by the Lessee.

Section 5. Delivery of Premises. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be deemed to be in default hereunder, nor shall Owner be liable to Lessee for any loss or damage resulting directly or indirectly arising out of or resulting from such failure and Lessee at Lessee's option, may declare this Agreement to be null and void.

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

- a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Lessee.
- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance.
- e. General/shared security for the Site.

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

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

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

Section 8. Alterations and Additions. Lessee shall not make any alterations or construct any additions or improvements in or on the Site and/or the Premises until the Owner has been provided with said plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the

alteration, addition, or improvement subject to plan review by Owner at Lessee's expense.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed on or upon the Site and/or the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

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

Lessee shall, at its sole cost and expense, be allowed to place its typical signage on the Building on the Site upon the Owner's advance written approval.

Section 9. REPAIRS AND MAINTENANCE. Owner shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and Lessee assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to Owner's negligence or willful misconduct. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises.

Lessee shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease.

Lessee agrees to keep Premises in good order and condition at their sole cost and expense. All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Lease Agreement, Owner shall have no liability to Lessee for any condition on the Premises leased herein and Lessee agrees that It has inspected the same, knows the condition and takes this Lease with the Premises in its present

condition. Lessee agrees to hold the Owner harmless from any and all liability arising out of or in connection with the use for the Premises leased here b the Lessee, its agents, employees business invitees, customers and patrons, except to the extent any such liability is attributable to Owner's negligence or willful misconduct.

Section 10. Insurance. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease and each and every lease year thereafter. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the Owner may immediately terminate this Lease Agreement.***

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

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

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

c. **Fire and Casualty Insurance.** Lessee shall maintain fire insurance on

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Damage or Destruction.

a. Termination of Lease. If the entire Premises or any material portion thereof are damaged or destroyed by earthquake or other violent action of the elements, or by fire or other casualty such that it is difficult or impossible for Lessee to continue operating its business thereon, then either Owner or Lessee may cancel this Lease as of the date of damage or destruction by delivering written notice to the other within thirty (30) days following the damage or destruction. If the Lease is cancelled, Lessee shall surrender the Premises and shall not be obligated for any further rental payment and Owner shall refund any unearned rent paid in advance by Lessee, calculated at a daily rate based on the regular monthly rental.

Repair of Premises. In the event of any lesser damage by casualty (other than that caused by or do the actions/inactions of the Lessee), Owner shall, at Owner's cost and expense, promptly repair the same to the extent Owner's insurance proceeds are made available to Owner therefor and provided that (a)

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

Loss Caused by Lessee. If the Premises are wholly or partially damaged or destroyed as a result of the gross negligence or willful misconduct or omission of Lessee, Lessee shall forthwith diligently undertake to repair or restore all such damage destruction at Lessee's sole cost and expense. This Lease shall continue in full force and effect without any abatement or reduction in rent or other payments owed by Lessee, and this obligation of Lessee to repair or restore the Premises shall survive the cancellation of this Lease.

Exclusive Remedy. This Section 12 shall be Lessee's sole and exclusive remedy in the event of damage or destruction of the Premises, and Lessee waives and releases Lessee's rights under California Civil Code Section 1932 and 1933(4).

No damages, compensation or claim shall be payable by Owner for any inconvenience, any interruption or cessation of Lessee's business, or any annoyance, arising from any damage or destruction of all or any portion of the Premises.

Section 13. Hazard Materials. Lessee shall not use any Hazardous Materials in/on or on Site or the Premises, except as necessary in the ordinary course of business and in full compliance with all Environmental Laws. Lessee will promptly notify Owner of any release or presence of any Hazardous Material in/on the Premises of which Lessee becomes aware.

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

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

Section 14. Default.

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

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

Section 16. Cancellation Provision. Notwithstanding any other provisions contained herein, either party shall have the right to cancel this Lease, without cause, at anytime, upon thirty (30) days prior written notice to the other party.

Section 17. Owner's Access. Lessee agrees to permit the Owner or Owner's authorized agents, upon reasonable advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 18. Discrimination. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

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

Section 19. Indemnification. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the “Owner”), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers’ Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Lessee’s, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

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

Section 21. Vacating Premises. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. Compliance with Laws. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

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

Section 24. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all Lessees on a first-come, first-served basis.

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

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

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

Section 28. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Lessee and Owner's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Lease Agreement.

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

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

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

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

To OWNER: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5519
(310) 605-1753 – fax.

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

To LESSEE: Coalition for Humane Immigrant Rights
2533 West 3rd Street, Suite 101
Long Beach, California 90807
Attn: _____
(213) 353-1346
(213) 353-1344 – fax.

Section 32. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein.

This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

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

COALITION FOR HUMANE IMMIGRANT RIGHTS
LESSEE

By _____
Angelica Salas, Executive Director

Dated: _____

**CITY OF COMPTON/OWNER
Recommended for Approval:**

By _____ Dated: _____
Nebraska Jones, Director
General Services Department

Approved by:

By _____ Dated: _____
Jerry Groomes, City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Vernell McDaniel, City Clerk

Attachmts:
Resolution No. _____
Diagram of Premises
City of Compton Holiday Schedule



CHIRLA

Coalition for Humane
Immigrant Rights

July 20, 2023

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

Lease Renewal Request for 700 Bullis Road, Suite 1A, Compton, CA 90220 and request to add Annex Building to renewal agreement

Business License: BL20-000215

Dear Director, General Services Department

Please accept this letter as a formal request for Lease Renewal for 700 Bullis Road, Suite 1A. The lease expired on January 31, 2021. We would like to extend the lease agreement to January 31, 2026. As required by the City of Compton we have maintained to pay rent on a monthly basis and the business license has been renewed yearly as requested. We are experiencing internal growth and would like to add the Annex Building to the new lease agreement.

I am asking the City to grant us with the same rental fee of \$1.00 per square foot. If a minimal increase is necessary we understand.

As a non-profit organization, our mission revolves around serving the most vulnerable members of society. One of the primary services we offer is immigration legal support, which plays an indispensable role in the lives of Compton City residents and the surrounding neighborhoods. By providing essential information, community education, and outreach services to these underserved communities, we aim to empower them and facilitate their access to valuable resources. The city of Compton currently does not have an organization providing these types of resources to the community at-large. Continuing the partnership with CHIRLA ensures that the city of Compton residents continue to have access to much needed legal services, considering the population that currently resides in Compton.

The significance of our Compton Office cannot be overstated. It serves as a beacon of hope for countless individuals seeking guidance and assistance in navigating the complexities of immigration procedures. By continuing to foster a strong relationship with the city, we can ensure that our services remain accessible, and that the community can rely on us to make a positive difference in their lives.

Kindly send us the renewal lease agreement to include both Suite 1A and the Annex Building. Thank you very much for your partnership and unwavering commitment to the well-being of our community. Your consideration of this request is immensely appreciated. Together, we can continue to create a better future for the City of Compton and its residents.

I look forward to hearing back from City Representatives regarding this important request.

Best Regards,

Angelica Salas

Cc: City Manager

