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**COMPTON CITY COUNCIL
AGENDA**

10/24/2023

**CLOSED SESSION 4:30 PM
PUBLIC MEETING 5:30 PM**

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION ITEMS ONLY

CLOSED SESSION

PENDING LITIGATION

Quintero v. Daniel Oliver, City of Compton, et al., LASC No. 22 STCV 12731

Pursuant to Code Section: 54956.9 (d)(1)

PUBLIC MEEETING – 5:30 PM

REPORT ON CLOSED SESSION ACTION(S)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION - DARRIN S. WARD, FIRST YEAR MEDICAL STUDENT AT CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE-COLLEGE OF MEDICINE
(MAYOR EMMA SHARIF)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. APRIL 4, 2023

CITY CLERK

3. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE PRESIDENTIAL PRIMARY AND GENERAL ELECTION ON TUESDAY, MARCH 5, 2024 AND TUESDAY, NOVEMBER 5, 2024 RESPECTIVELY, FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS AS REQUIED BY THE PROVISIONS OF THE CITY CHARTER
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF AN ALL-MAIL BALLOT, PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND TUESDAY, NOVEMBER 5, 2024, RESPECTIVELY, FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE LOS ANGELES COUNTY BOARD OF SUPERVISORS TO RENDER ELECTION SERVICES TO THE CITY OF COMPTON, RELATING TO THE CONDUCT OF A PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND NOVEMBER 5, 2024 RESPECTIVELY

REGULAR AGENDA

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER WITH LOCALITY MEDIA, INC. DBA FIRST DUE TO UPDATE, FURNISH AND DELIVER A CLOUD/INTERNET-BASED RECORDS MANAGEMENT SOFTWARE (RMS) FOR THE FIRE DEPARTMENT (\$44,550.00)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION RATE AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THAT CERTAIN PROPERTY LOCATED AT 1434 W. COMPTON BOULEVARD IN THE CITY OF COMPTON IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(A), APPROVING A RIGHT OF ENTRY AND ACCESS AGREEMENT BETWEEN THE CITY AND LANDSPIRE GROUP LLC WITH RESPECT TO THE PROPOSED SALE OF THE PROPERTY TO LANDSPIRE GROUP LLC AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT THEREON, FINDING THAT THIS ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND TAKING RELATED ACTIONS.

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/7/2023 5:30PM

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

APRIL 4, 2023

The Closed Session Compton City Council meeting was called to order at 4:32 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, J. Bowers, Mayor E. Sharif

**Council Members Absent – A. Spicer,
L. Darden** (*Joined the meeting during closed session*)

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

CLOSED SESSION AGENDA ITEM

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

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

AUDIENCE COMMENTS REGARDING CLOSED SESSION AGENDA ITEM ONLY

Kareemah Bradford raised concerns regarding certain comments made by the City Manager at the last couple City Council meetings and indicated that the City Manager is the CEO of the City and must provide adequate, complete and correct information to the City Council.

City Attorney Eric Perrodin requested a closed session to discuss public employee performance evaluation for the City Manager, pursuant to California Government Code Section 54957 and a conference with legal counsel-pending litigation regarding Westchester Industrial, et al. - LASC Case No. TC022419 Pursuant to Section: 54956.9(a).

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

AYES: Council Members – Duhart, Bowers, Sharif

NOES: Council Members – None

ABSENT: Council Members – Spicer, Darden

On motion by Duhart, seconded by Bowers, the City Council recessed to closed session at 4:37 p.m. by the following vote on roll call:

AYES: Council Members – Duhart, Bowers, Sharif

NOES: Council Members – None

ABSENT: Council Members – Spicer, Darden

RECONVENE TO OPEN SESSION

On motion by Darden, seconded by Duhart, the City Council reconvened at 5:51 p.m. by the following roll call vote:

ROLL CALL

Council Members Present: Duhart, Bowers, Darden, Sharif

Council Members Absent: Spicer

REPORT OUT OF CLOSED SESSION

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

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

The Mayor and City Council offered commendations to Mattie and Tamika Roberts, M & T Donuts-Lucy Taulafo Clark and West Coast Lions Football-Guillermina Morales-Taos El Porton Testament honoring Women in Business for Women's History Month.

Mattie and Tamika Roberts offered their heartfelt gratitude to the City Council and the entire Compton community for their outstanding award.

Lucy Taulafo Clark thanked the City Council and the Compton community for the distinguished award.

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

The Mayor and City Council presented a commendation to the American Red Cross in recognition for the American Red Cross Awareness Month and honoring the organization for responding to natural and man-made disasters and supporting local families and hospitals with blood and convalescent plasmas and added that the lifesaving work is vital to Compton and the World.

Dr. Timmons, Red Cross Volunteer, urged everyone to give blood and consider volunteering with the American Red Cross and further invited residents to contact: americanredcross.org.

Desmond Fletcher, Red Cross Volunteer, encouraged the community to donate blood and consider volunteering with the American Red Cross. Mr. Fletcher also urged all residents to learn CPR and develop a disaster plan to address emergency situations.

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

The Mayor and City Council presented a commendation to Rita and Gary Belfry honoring them for working to provide economic opportunities for the residents and principalities involved with the Loved Ones of Compton program and One Love In Compton events. The City Council expressed their appreciation to the Belfry family for their assistance in bringing the UniverSoul Circus to the residents of the City of Compton.

Rita and Gary Belfrey thanked the City Council and the wonderful citizens of the City of Compton for this wonderful honor and acknowledgment and vowed to continue to uplift and improve the great City of Compton.

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

Ben Jones and Amari of the UniverSoul Circus thanked the City Council for the incredible honor to be invited to provide entertainment to the residents of the City of Compton.

Ms. Cheyenne, UniverSoul Circus, along with some of the performers thanked the City Council and highlighted that they are grateful for the love and support from the residents of the City of Compton.

The Mayor and City Council commended the UniverSoul Circus for providing the community with fun, excitement and outstanding entertainment.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Kareemah Bradford referenced Section 1402 of the Compton City Charter relative to employee retirement and suggested that the Council could schedule an informational workshop to discuss the concerns regarding the retirement system. Ms. Bradford indicated that an assessment of the plan should be conducted based on the current needs, and highlighted that in 2013, the State of California passed the PERPA Act which requires employees to pay a significant amount of their own retirement, which would result in a cost savings to the City of Compton.

Mr. Terry Williams stated that he is a government employee and addressed the poor condition of Compton and urged everyone to work together to solve the problems of the City.

Rosalyn Rambo, Secretary for AFSCME Union Local 2325, addressed the meet and confer sessions with the City Manager and also addressed the Audit Findings and the meet and confer process with the Unions and the City Management and the deficiencies of the City. Ms. Rambo indicated that the City has not resolved the deficiencies highlighted in the Audit report relative to the meet and confer issues among other items. Ms. Rambo then raised concerns that the charter amendments presented to the City Council were not seen, viewed or provided to the Unions prior to, or after they were presented to the Council and the public on March 28, 2023, which exposes a critical lack of transparency. She requested that the amendments be provided to the Unions.

Desmond Fletcher, President of the Management Union for the City of Compton Local 2325, discussed the meet and confer process and further highlighted that those involved must make a good faith effort to resolve employment issues. Mr. Fletcher indicated that the charter amendments and all back up materials should have been presented to the Unions, prior to their submission to the City Council in accordance with the Brown Act. He further noted that the City is required to negotiate in good faith and if no agreement is reached, there is an impasse process which must be adhered to by all parties. Mr. Fletcher requested that the City Council reconsider the item and allow the Unions the opportunity to present a response.

Susanne Castro Valenzuela commented that the Los Angeles County Regional Park and Open Space District (RPOSD) announce the allocation of over \$9 million in measure a grant funding for technical assistance services to 30 cities and the unincorporated portion of Los Angeles County that are in high park-need areas. The funding allocation will be used to support further park project development. RPOSD established the Technical Assistance Program (TAP) as part of the voter-approved funding from Measure A, the LA County Safe, Clean Neighborhood Parks and Beaches Measure, to assist agencies and organizations to develop eligible park projects and competitive applications for its grant programs, and to help communities create multi-benefit park projects and programs throughout Los Angeles County. Ms. Valenzuela commented that she would like to have a meeting with Staff to discuss eligible projects.

Latrina Phillips commented that she works with Ms. Susan Valenzuela and further spoke in favor of the TAP program and other programs available to the City of Compton. Ms. Phillips urged the Council to address the potholes in her neighborhood near Aprila and 156th Street.

Corey Crockarham, along with Members of the Carpenters Union, highlighted Local 323 and indicated that the Carpenters Union would like to bring awareness to the high volume of construction tax fraud taking place. Mr. Crockarham indicated that when contractors fail to pay employment taxes, workers lose pay, taxpayers and communities lose billions of dollars in public funds. He then announced that the Carpenter's Unions are participating in a Tax Fraud Days of Action which will include a wide range of programs to alleviate construction tax fraud.

Kim DeLay Manning discussed the 3rd District and the problems associated with the increasing graffiti and thanked various employees of the Public Works Division for their prompt, courteous and professional services provided to the community. Ms. DeLay Manning also raised concerns that the Compton Sheriffs are not properly addressing the illegal street takeovers.

Ms. 100 questioned the City Manager regarding the tree stump grinder which was purchased to remove a tree stump leftover from a tree that was cut down some time ago. She further requested that the City provide some type of caution warning notification on the sidewalk.

Tanya Lewis requested that the Fire Chief explain the poor condition of the fire stations in the City, and further questioned why the Fire Department has left Station Number 3. Ms. Lewis then

questioned why there have been no improvements to the Fire Stations. Ms. Lewis then addressed the sewer assessment fees and indicated the streets were flooded during the rainy season.

Raul Segura discussed a lawsuit against his family and questioned the status of the update relative to his disagreement with a neighbor.

Brook McDuffy requested a follow-up report to her request for proper street sweeping signage and further questioned the status of the repair of the uplifted sidewalk on Compton Boulevard. Ms. McDuffy further noted that the Botts' Dots are ineffective for the illegal street takeovers and further added that there is poor rain water street drainage near Amantha Street.

Andrew C. addressed the City Council and indicated that he is a licensed union carpenter and has applied for work position with the City of Compton. He further urged the Council to hire local residents with experience.

Wesley C., Outreach Union Carpenter Local 323, highlighted that the Carpenters Union is available to the residents to provide job opportunities to the youth and the residents of the community.

Ken Price, Outreach Instructor, indicated that the Carpenter's Union saved his life through gainful employment and further provided him with the means to take care of himself and his family.

Brittany McReynolds, wife of Compton Firefighter commented on last week's presentation relative to the Compton Fire Department and noted that the Department is in a state of emergency due to the horrendous conditions at the fire stations. Ms. McReynolds requested that the City address the critical staffing shortages, lack of proper equipment and unsafe living and working conditions at the Stations.

Jackie Venters raised concerns that the City parks are not available for use by the residents and further noted that the City needs staff members that are capable of writing grants to provide for additional funding. Ms. Venters further urged the City Council to make certain that the various chambers of commerce are in good standing with the Attorney General and the Secretary of State. She concluded by urging the Council to address the unsightly graffiti around the City.

Betrina Warren provided correction of statements made to the City Council relative to her dispute with her neighbor, Mr. Raul Segura. Ms. Warren then noted that a Judge has ordered Mr. Segura not to continue to slander her name.

Missy urged the City Council to reopen the Artesia Bridge as quickly as possible and further indicated that the Rosecrans bridge is about to collapse. Missy questioned why the nonprofit organizations are being allowed to take over the city parks which are supposed to be used for the benefit of the local residents.

Fidel Marquez spoke in opposition to agenda item Number 10 (Purchase Order for MIG) and noted that MIG has not provided sufficient information to the local community. Mr. Marquez addressed the mismanagement of City funds and noted that the City Council must work on behalf of the residents to improve the Compton community.

Maria Villareal, Latino Chamber of Commerce, stated that she has been with the Chamber for many years and requested that the Mayor and Council support those that do positive work in the community. Ms. Villareal further indicated that the community leaders must work in collaboration to support one another and improve the community.

Vanessa Cain indicated that there should only be one Compton Chamber of Commerce as is the case with most cities. She further stated that the Artesia bridge must be reopened as soon as possible and further alleged that the Rosecrans bridge is in very poor condition and will soon fail. Ms. Cain concluded by asserting that Code Enforcement must become more active in the community.

Lynn Boone spoke in opposition to agenda Item Number 10 (Purchase Order for MIG). Ms. Boone then questioned who would be responsible for the oversight relative to the leases in agenda

item Number 9 (Multi-year lease agreement). Ms. Boone referenced a petition for a special election for the City Clerk’s position.

Compton Fire Chief Ronerick Simpson provided an update relative to the professional mitigation of the mold situation at one of the Fire stations and further indicated that the company, Servco will provide the necessary cleaning and restoration of the station.

There was discussion regarding the conditions of the Stations and the timelines for the repairs.

REGULAR AGENDA

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

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

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

Councilmember Duhart indicated that she would make her appointments at the next City Council meeting.

CITY MANAGER'S REPORT

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

On motion by Duhart, seconded by Darden, the public hearing was scheduled for Tuesday, May 9, 2023, at 5:45 p.m. by the following vote on roll call:

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

NEW BUSINESS

- 7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GMC ELECTRICAL, INC FOR ANNUAL CATHODIC PROTECTION SYSTEM REPAIR, TESTING AND EVALUATION IN THE AMOUNT OF TWENTY-NINE THOUSAND DOLLARS (\$29,000) (*Removed from Council consideration by City Manager*)**
- 8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR PROVISION OF ADDITIONAL WORK RELATED TO THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE (\$15,732.25)**

On motion by Duhart, seconded by Darden, **Resolution Number 25,813** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR SA ASSOCIATES FOR PROVISION OF ADDITIONAL WORK RELATED TO THE PREPARATION OF THE 2020 URBAN WATER MANAGEMENT PLAN UPDATE**’ was adopted by the following vote on roll call:

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

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

On motion by Duhart, seconded by Darden, **Resolution Number 25,814** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A MULTI-YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON LOCAL HOUSING AUTHORITY FOR OFFICE SPACE AT THE CAREERLINK FACILITY**’ was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Darden, Sharif

NOES: Council Members – None

ABSENT: Council Members – Spicer

ABSTAIN: Council Members – Bowers

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

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Requested that the City Manager provide a status report relative to preferential parking
- 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 1101W. Cressey Street, Compton
- Requested that the City Manager provide a status report and schedule for the upcoming street rehabilitation projects
- Requested that the City Manager develop a plan to regularly address the street medians to prevent the overgrowth of vegetation
- Requested that the City Council meeting be adjourned in memory of **Willie J. Nichols**

Councilmember Bowers offered the following communications/announcements:

- Thanked Damion Timmons, the Engineering Department and the Public Works Staff for leading the effort to repair the *Push-to-Walk* Button on Alondra Boulevard and Caswell
- Thanked Charles Jackson and his staff of City Pride Magazine for his consistency in marketing the City of Compton through the coverage of significant events and ensuring that the residents have access to information that directly affects the City – visit: citypridemagazine.compton
- Invited the residents to attend the *One Section at a Time* 3rd Annual Easter Egg Hunt and Extravaganza on Saturday, April 8, 2023 from 11:00 a.m. to 2:00 p.m. at Burrell MacDonald Park, 2516 W. Alondra Boulevard, Compton

Councilmember Darden offered the following communications/announcements:

- Commented that the City is actively working to restore the Compton Par 3 Golf Course

- Invited the community to attend the Compton Easter Fair on April 8, 2023 from 1:30 p.m. to 4:30 p.m. at Wilson Park located at 123 N. Rose Street Compton, California
- Invited 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 Pickett Invitational Rodeo will be held on July 15 and 17, 2023 at the Industry Hills Expo Center located at 16200 Temple Avenue, Industry Hills, CA

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif announced that First United Methodist Church will observe 155 years of Christian ministry with a special anniversary service on Sunday, April 23, 2023, at 10 a.m., in the church edifice located at 1025 S. Long Beach Boulevard in Compton. Mayor Sharif invited the community to attend this wonderful celebration.
- Mayor Sharif invited the community to attend the *One Section at a Time* Easter Egg Hunt, scheduled for April 8, 2023, from 11:00 a.m. to 2:00 p.m. at Burrell-MacDonald Park located at 2516 W. Alondra Boulevard, Compton.
- Mayor Sharif invited the residents to participate in the 5th Annual Autism Awareness/Acceptance Walk sponsored by the Hub City Autism Network on April 15, 2023 beginning at 9:00 a.m. at the Compton Woodley Airport located at 801 W. Alondra, Compton. The purpose of this walk is to provide a platform for autism families and our community to come together in a friendly and social environment as we step together for autism awareness and acceptance.
- Mayor Sharif invited the residents to participate in the Compton Community Dump Day on April 15, 2023, from 8:00 a.m. to 1:00 p.m. at 700 N. Bullis Road, Compton. Ms. Sharif further highlighted that she will be co-hosting this event with Assemblyman Mike Gipson and noted that Staff will be on site to accept household waste and approved debris at no charge. Seniors may schedule a free, bulky-waste pickup by calling: Shanice McKinley Reed at: 310-605-5597 or emailing: smckinleyreed@comptoncity.org.
- Mayor Sharif announced that she will be coordinating with Councilmembers Duhart and Darden, Volunteers of America and Pizza Studio to host the Compton Easter Fair on April 8, 2023 from 1:30 p.m. to 4:30 p.m. at Wilson Park located at 123 N. Rose Street, Compton – featuring face painting, inflatables, pony rides, fun and games, food and an Easter Egg Hunt!

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned at 8:27 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

October 24, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE CONSOLIDATED WITH THE STATEWIDE PRESIDENTIAL PRIMARY AND GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND TUESDAY, NOVEMBER 5, 2024, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

SUMMARY

The City Council will consider adopting an ordinance calling for the holding of a Primary Nominating, General Municipal and Special Election to be held on Tuesday, March 5, 2024, and Tuesday, November 5, 2024, respectively, for certain officers.

BACKGROUND

Article V of the Compton City Charter provides that a vacancy in any elective office, from whatever cause arising, shall be filled by appointment by the City Council, such appointee to hold office until the first Tuesday following the next general municipal election, as to any elective officer, and until his successor is elected and qualified. At the next general municipal election following any vacancies, such vacancies shall be filled by election and the person elected shall serve for the remainder of any unexpired term, and until his successor is elected and qualified,

STATEMENT OF ISSUE

The current terms of the elective offices of Council District 1, and Council District 4, will expire December 2024; current terms of the City Attorney and City Clerk will also expire December 2024, thus, the City will hold its 2024 Primary Nominating, General Municipal and Special Election on March 5, 2024 and November 5, 2024, respectively.

ALTERNATIVE

The adoption of the attached is required in order for the aforementioned elections to take place.

FISCAL IMPACT

The funds for this expenditure will be available in the 2023-2024 Fiscal Year Budget in the following account:

City Clerk Department (General Fund)	
Account # 1001-480-000-4262	\$1,000,000.00
TOTAL	1,000,000.00

RECOMMENDATION

It is recommended that this Ordinance be adopted. As an ordinance calling for an election, it shall take effect immediately upon adoption.

**VERNELL MCDANIEL,
CITY CLERK**

APPROVED FOR FORWARDING:

**JERRY GROOMES
CITY MANAGER**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING, GENERAL MUNICIPAL, AND SPECIAL ELECTION TO BE CONSOLIDATED WITH THE PRESIDENTIAL PRIMARY AND GENERAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND TUESDAY, NOVEMBER 5, 2024, RESPECTIVELY, FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICES AS REQUIRED BY LAW

WHEREAS, under the provisions of the Compton City Charter, a Primary Nominating Election, General Municipal and Special Election shall be held in accordance with the Statewide Presidential Primary and General Election to nominate and or elect Municipal Officers; and

WHEREAS, the current terms of the elective offices of Council District 1 and District 4 expire in December 2024; and

WHEREAS, the terms of the offices of City Attorney and City Clerk expire in December 2024; and

WHEREAS, Section 611 of the Compton City Charter provides that an ordinance calling or otherwise relating to an election shall take effect upon adoption.

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

SECTION 1. That the City Council of the City of Compton does hereby find, determine and declare as follows:

(a) That pursuant to the provisions of the Compton City Charter, a Primary Nominating, General Municipal and Special Election to be consolidated with the Statewide Presidential Election will be held in this City on Tuesday, the 5th day of March, 2024, and Tuesday, the 5th day of November, 2024, respectively, for the purpose of nominating and/or electing certain Municipal officers; and

(b) That the officers to be nominated and/or elected at said election are as follows:

Member of the City Council for District Number 1 of said City, for a full term of four (4) years;

Member of the City Council for District Number 4 of said City, for a full term of four (4) years;

The office of City Attorney of said City, for an unexpired term of two (2) years;

The office of City Clerk of said City, for an unexpired term of two (2) years;

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That in all particulars not recited in this ordinance, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 5. That notice of the time and place of holding the election is given and the City Clerk is authorized to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 6. That in the event of a tie vote as certified by the Election Official, the City Council shall set a date, time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 7. That the City Clerk is authorized to use the All Mail Ballot process.

SECTION 8. That the official Voting Centers time and date of operation are listed in Exhibit “A” attached hereto.

SECTION 9. That said elections shall be consolidated with the Statewide Presidential Primary and General Elections that will be conducted by the Los Angeles County Registrar Recorders Office.

SECTION 10. That the funds for this expenditure will be available in the 2023-2024 Fiscal Year Budget in the following account:

City Clerk Department (General Fund)	
1001-480-000-4262	\$1,000,000.00
TOTAL	\$1,000,000.00

SECTION 11. That this Ordinance shall take effect immediately upon adoption.

SECTION 12. That the Mayor shall sign and the City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published according to law.

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON ss

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing ordinance was duly 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 Ordinance was adopted by the following vote, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

EXHIBIT “A”

TOTAL NUMBER OF VOTE CENTERS:

**Voting Center 1,
Burrell-MacDonald Park
Multi-Purpose Room, 2516 West Alondra Boulevard
Primary Election
February 26 - March 11, 2024
General Election
October 28 - November 11, 2024**

**Voting Center 2,
Douglas F Dollarhide Community Center
Banquet Hall Room 101, 301 N. Tamarind Ave,
Primary Election
February 21 - March 11, 2024
General Election
October 28 - November 11, 2024**

**Voting Center 3,
Wilson Park
Ballroom or Gymnasium, 123 North Rose Avenue,
Primary Election
February 26 - March 11, 2024
General Election
October 28 - November 11, 2024**

1 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
2 AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE TO ADD
3 SECTION 6-23 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL
4 BALLOT ELECTIONS

5 WHEREAS, the City Council of the City of Compton allows municipal elections in the
6 City of Compton to be held in accordance with the City Charter, Compton Municipal Code and
7 the Elections Code of the State of California; and

8 WHEREAS, the California Elections Code allows certain local elections to be conducted
9 wholly by mail, provided that the City has adopted an ordinance authorizing all- mail ballot
10 elections; and

11 WHEREAS, the City Council of the City of Compton desires to adopt such an ordinance,
12 so that all-mail ballot elections may be conducted in the City.

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

15 Section 1. That Chapter VI of the Compton Municipal Code is hereby amended to add
16 a new Section 6-23 (titled "All-Mail Ballot Elections") to read as follows:

17 Section 6-23 ALL-MAIL BALLOT ELECTIONS.

18 Pursuant to Section 1304 of the Charter of the City of Compton, the City Council may, by
19 resolution, authorize municipal elections to be conducted wholly by mail ballots in addition to the
20 Calling Elections; Establishing Election Precincts Ordinance set forth in Section 6-2 of this
21 Chapter. Such elections shall be conducted in accordance with the provisions of this Chapter, the
22 Charter of the City and the Election Code of the State of California, as now exists or may hereafter
23 be amended.

24 Section 2. That the City Council declares that, should any provision, section,
25 subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be
26 rendered or declared invalid by any final court action in a court of competent jurisdiction, or by
27 any reason of any preemptive legislation, the remaining provisions, sections, subsections,
28 sentences, paragraphs, clauses, phrases or words of this Ordinance hereby adopted shall remain in
29 full force and effect.

30 Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk,
31 City Manager and City Attorney.

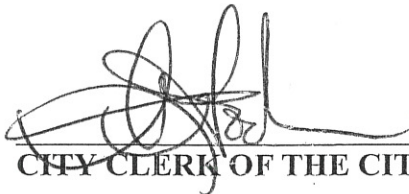
32 Section 4. That pursuant to Section 611(a) of the Compton City Charter and
Government Code Section 36937(a), the City Council finds that this Ordinance relates to an
election and, therefore, becomes effective immediately upon adoption by a majority vote of the
City Council.

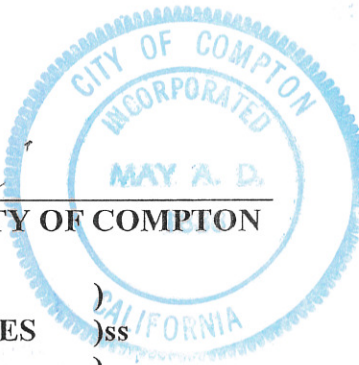
Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of
this Ordinance and shall cause same to be published as required by law.

ADOPTED this 6th day of October, 2020.

30
31 
32 MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON



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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance 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 6th day of October, 2020.

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

AYES: COUNCIL MEMBERS-Chambers, Galvan, McCoy, Sharif, Brown
NOYES: COUNCIL MEMBERS-None
ABSTAIN: COUNCIL MEMBERS-None
ABSENT: COUNCIL MEMBERS-None


CITY CLERK OF THE CITY OF COMPTON



RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALLING FOR THE HOLDING OF AN ALL MAIL BALLOT PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND NOVEMBER 5, 2024, RESPECTIVELY, FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS AS REQUIRED BY LAW

WHEREAS, under the provisions of the law, Ordinance No. 2325 authorizes Municipal Elections to be conducted wholly by all mail ballots; and

WHEREAS, all-mail elections allow participants to vote prior to Election Day and vote in the privacy of their homes; and

WHEREAS, a Primary Nominating, General Municipal, and Special Election are to be consolidated with the Statewide Presidential, Primary and General Election to be held on March 5, 2024 and November 5, 2024, respectively, for the election of Municipal Officers; and

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

SECTION 1. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 2. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment that may be necessary in order to properly and lawfully conduct the election.

SECTION 3. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 4. That notice of the time and place of holding the election is given and the City Clerk is authorized to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 5. That in the event of a tie vote as certified by the Election Official, the City Council, shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 6. The City Clerk is authorized to use the All Mail Ballot process.

SECTION 7. That said elections shall be consolidated with the Statewide Presidential Primary and General Election that will be conducted by the Los Angeles County Registrar Recorders Office.

SECTION 8. That the Mayor shall sign and the City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published according to law.

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON ss

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing ordinance was duly adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

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

CITY CLERK OF THE CITY OF COMPTON

October 24, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALLING FOR THE HOLDING OF AN ALL-MAIL BALLOT PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND NOVEMBER 5, 2024, RESPECTIVELY FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS AS REQUIRED BY LAW

SUMMARY

The City Council will consider adopting a resolution calling for the holding of an all -mail ballot, Primary Nominating, General Municipal and Special Election to be held on Tuesday, March 5, 2024 and Tuesday November 5, 2024, respectively, for certain municipal officers

BACKGROUND

On October 6, 2020, the City adopted Ordinance No. 2325, authorizing the City Council, by resolution, to have municipal elections conducted wholly by all-mail ballots.

STATEMENT OF ISSUE

Staff is proposing that the City Council authorize an all-mail ballot election for the upcoming election on March 5, 2024 and November 5, 2024. Staff's recommendation is based on an all-mail ballot system is less expensive than a traditional election with polling locations.

An all-mail ballot election will include pre-stamped ballots for voter convenience and ballots can be given to the mail carrier, dropped off at a Post Office or dropped off at one of the permanent drop off locations. Current drop off boxes are located at Lueders Park (1500 Rosecrans Avenue), Compton Library (240 W. Compton Blvd.) and East Rancho Dominguez Library (4420 E. Rose Street).

Ballots can also be dropped off at one of three vote centers, with locations at Burrell-MacDonald Park, 2516 W. Alondra Boulevard, Douglas F. Dollarhide Community Center, 301 N. Tamarind Avenue and Wilson Park, 123 N. Rose Avenue.

FISCAL IMPACT

The funds for this expenditure will be available in the 2023-2024 Fiscal Year Budget in the following accounts:

1001-480-000-4262 City Clerk Department (General Fund)

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached Resolution.

**VERNELL MCDANIEL,
CITY CLERK**

APPROVED FOR FORWARDING:

**JERRY GROOMES
CITY MANAGER**

October 24, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER ELECTION SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING, GENERAL MUNICIPAL AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND NOVEMBER 5, 2024, RESPECTIVELY

SUMMARY

The City Council will consider adopting a resolution that will request that the Los Angeles County Board of Supervisors render services to the City in the conducting of the Primary Nominating, General Municipal and Special Election to be held Tuesday, March 5, 2024 and November 5, 2024.
respectively

BACKGROUND

Article V of the Compton City Charter provides that a vacancy in any elective office, from whatever cause arising, shall be filled by appointment by the City Council, such appointee to hold office until the first Tuesday following the next general municipal election, as to any elective officer, and until his successor is elected and qualified. At the next general municipal election following any vacancies, such vacancies shall be filled by election and the person elected shall serve for the remainder of any unexpired term, and until his successor is elected and qualified,

The current terms of the elective offices of Council District 1 and Council District 4, will expire December 2024. The offices of City Attorney and City Clerk will also expire December 2024.

STATEMENT OF ISSUE

Section 10002 of the *California Elections Code* authorizes the governing body, by resolution, of any city to request the Board of Supervisors of the county to permit the county elections official to render specified services to the city.

FISCAL IMPACT

That the funds for this expenditure will be available in the 2023 – 2024 Fiscal Year Budget in the following account:

1001-480-000-4262	City Clerk Department (General Fund)	\$1,000,000.00
TOTAL		1,000,000.00

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

VERNELL MCDANIEL
CITY CLERK

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER ELECTION SERVICES TO THE CITY OF COMPTON RELATING TO THE CONDUCT OF A PRIMARY NOMINATING, GENERAL MUNICIPAL, AND SPECIAL ELECTION TO BE HELD ON TUESDAY, MARCH 5, 2024 AND NOVEMBER 5, 2024, RESPECTIVELY

WHEREAS, a Primary Nominating, General Municipal, and Special Elections to be consolidated with the Statewide Presidential Primary and General Municipal Elections held in the City of Compton, California, on March 5, 2024 and November 5, 2024; and

WHEREAS, in the course of conduct of the election, it is necessary for the City to request election services of the County of Los Angeles as directed by the City's Election Official; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Compton.

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

SECTION 1. That pursuant to the provisions of Section 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County of Los Angeles to permit the County Election Department to render election services to the City in conducting the election.

SECTION 2. That the City shall reimburse the County of Los Angeles for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this Resolution.

SECTION 4. That the funds for this expenditure will be available in the 2023 – 2024 Fiscal Year Budget in the following account:

City Clerk Department (General Fund)	
Account #1001-480-000-4262	\$1,000,000.00
TOTAL	1,000,000.00

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

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

October 24, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER WITH LOCALITY MEDIA, INC. DBA FIRST DUE TO UPDATE, FURNISH AND DELIVER A CLOUD/INTERNET-BASED RECORDS MANAGEMENT SOFTWARE (RMS) FOR THE FIRE DEPARTMENT (\$44,550.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into an agreement with Locality Media, Inc. DBA First Due to update, furnish and deliver a cloud/internet-based records management software (RMS) service and issue of a purchase order in the amount not to exceed Forty-Four Thousand Five Hundred Fifty Dollars and Zero Cents (\$44,550.00).

BACKGROUND

The Compton Fire Department is currently using outdated software such as Fire Data Management System (FDM) provided on the City's local hard drive to document daily operations. The FDM system will become obsolete within this coming year. The Fire Service itself has moved towards web-based technology that make their day-to-day operations more effective and efficient. The majority of Fire Departments located in Area E, which consist of Compton Fire, Santa Fe Springs Fire and Downey Fire, have begun using web-based technology provided by Locality Media Inc., DBA First Due. This cloud-based technology allows an organizations authorized user to gain access to the department's data whenever required.

STATEMENT OF ISSUE

Locality Media Inc., DBA First Due, created the software that we are interested in using, thus making them a sole source company. This software would be available to all Fire Department authorized personnel and can be accessed at a push of a button. All components of this platform are designed, produced and sold exclusively by First Due.

Locality Media Inc., DBA First Due partnered with key angel groups and individuals in early 2016 to gain financing and support. These partnerships ensured First Due could provide customers with fire and life safety-based occupancy management, automated pre-plans, inspections, invoicing, permitting, incident reporting, personnel management,

asset management, events and activities, and training services and tools for the Compton Fire Department.

The software created by Locality Media, Inc. DBA First Due allows all current assigned Area E apparatus to view the same information at the same time while responding to the incident.

Locality Media, Inc. DBA First Due has submitted a proposal to update, furnish and deliver a cloud/internet-based records management software (RMS) at a total cost of \$44,550.00. Staff recommends we approve this resolution because it proves to be more cost effective; no other company can provide the City with the same platform with the same functionality.

FISCAL IMPACT

Funds for this expenditure are available in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution. Seeking various cloud/internet based RMS companies will cost more because no other company can provide the City with the same platform with the same functionality.

RONERICK D. SIMPSON
FIRE CHIEF

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 AN
AGREEMENT AND ISSUE A PURCHASE ORDER WITH LOCALITY
MEDIA, INC. DBA FIRST DUE TO UPDATE, FURNISH AND DELIVER A
CLOUD/INTERNET-BASED RECORDS MANAGEMENT SOFTWARE
(RMS) FOR THE FIRE DEPARTMENT PURCHASE ORDER
(\$44,550.00)**

WHEREAS, the current Fire Data Management System (FDM) is outdated and will become obsolete within this coming year; and

WHEREAS, the Fire Service itself has moved towards web-based technology that make their day-to-day operations more effective and efficient. The majority of Fire Departments located in Area E, which consist of Compton Fire, Santa Fe Springs Fire and Downey Fire, have begun using web-based technology provided by Locality Media Inc., DBA First Due. This cloud-based technology allows an organizations authorized user to gain access to the department's data whenever required; and

WHEREAS, Locality Media Inc., DBA First Due, created the software that the Department is interested in using, thus making them a sole source company. This software would be available to all Fire Department authorized personnel and can be accessed at a push of a button. All components of this platform are designed, produced and sold exclusively by First Due; and

WHEREAS, Locality Media Inc., DBA First Due partnered with key angel groups and individuals in early 2016 to gain financing and support. These partnerships ensured First Due could provide customers with fire and life safety-based occupancy management, automated pre-plans, inspections, invoicing, permitting, incident reporting, personnel management, asset management, events and activities, and training services and tools for the Compton Fire Department; and

WHEREAS, Locality Media, Inc. DBA First Due met with the Fire Department to discuss the needs of the Department; and

WHEREAS, Locality Media, Inc. DBA First Due submitted a proposal to update, furnish and deliver a cloud/internet-based records management software (RMS) at a cost of \$44,550.00; and

WHEREAS, it is in the best interest of the City of Compton City Council and Fire Department to purchase this software to maintain proper records management within the department; and

WHEREAS, funding for this expenditure have been budgeted in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

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

Section 1. That the City Manager is hereby authorized to enter into an agreement, upon the advice and approval of the City Attorney, with Locality Media, Inc. DBA First Due and establish a purchase order in the amount not to exceed Forty-Four Thousand Five Hundred Fifty Dollars and Zero Cents (\$44,550.00),

Section 2. That funds for this expenditure is available in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

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

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

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on _____ day of _____, 2023.

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

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



June 29, 2023

City of Compton Fire Department
201 S Acacia Ave
Compton, CA, 90220

First Due is the sole source for fire & life safety- based occupancy management, automated pre-plans, inspections, invoicing, permitting, incident reporting, personnel management, events and activities, and training services and tools for the Compton Fire Department.

To Whom It May Concern,

Locality Media Inc dba First Due provides end-to-end support for fire/EMS services, fulfilling the identified needs and requirements set forth by the Compton Fire Department **This software is exclusively owned by Locality Media, Inc. and we are the sole provider of this solution.** We offer:

- A best-of-breed Pre-Incident Planning solution to collect data and create comprehensive pre-plans in the field, and even automatically create pre-plans on every structure by interfacing with key data sources.
- A complete Responder application, tied to dispatch, so crews can access critical information at the time of response, as well as be notified en-route to the call, all on web, iOS, and Android.
- A one of a kind interactive "Community Connect" platform. This allows your residents and business owners to share critical life safety information on the occupants of their homes & businesses.
- A comprehensive Inspections module, including functionality for field inspections, virtual inspections, scheduling systems, pre-incident planning, and violation management tools.
- An invoicing tool, allowing management to directly invoice, bulk mail and create reporting and customizable schedules.
- A permitting tool, allowing for easy permit creation and management. Our tool comes with pre-developed permitting, as well as the ability to create custom types.
- An Incident Reporting platform with automated NFIRS and NFORS reporting.
- A fully integrated Personnel Management tool, allowing users and administrators to store, manage and access employee records.
- An Events and Activities module allows users to align planned training, community events and station activities with scheduling, training and inspections.
- A training module allowing users to assign training, record completions, view training logs, and manage certifications.

All components of our platform are designed and produced exclusively by First Due. For more information, please visit www.firstdue.com.

Andreas Huber
CEO | First Due

107 Seventh St Garden
City, NY 11530

516.874.4741
FirstDue.com



AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as July 1, 2023 (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the City of Compton Fire Department located at 201 S Acacia Ave, Compton, CA 90220 (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's First Due Size-Up™ Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history) , residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income). The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising

from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

26. Agreement Billing Information

a. **Accounts Payable Contact**

Name: _____

Email: _____

Phone: _____

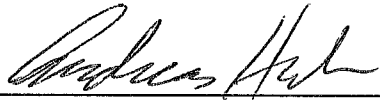
b. **Tax Exempt** _____ (Yes/No)

If Yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.

c. **Purchase Order Required** _____ (Yes/No)

If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

By: 

Name: Andreas Huber

Title: CEO

Date: 6/29/23

City of Compton Fire Department

By: _____

Name: _____

Title: _____

Date: _____



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote
Prepared By: Nicholas Dunigan
Valid Until: August 31, 2023
Quote Number: 1545132000068878132

BILL TO:

Anthony Adams
City of Compton Fire Department
201 S Acacia Ave
Compton, CA 90220

Account: City of Compton Fire Department
Subscription Start: July 1, 2023
Initial Term: 12 months
Annual Subscription: \$42,050.00

Product Details	Total
Occupancy Management & Pre-Incident Planning Manage Occupancies, Pre-Incident Mapping, GIS data, Fire Systems, Hazardous Material, and Contacts.	
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
Inspections Field Inspections, Configurable Checklists, Violation Management, Virtual Inspections, Inspections Scheduler, and Integrated Pre-Incident Planning.	
Invoicing Invoice Management, Bulk Mailing, Billing Report and Customizable Fee Schedules.	
Permitting Permit Management, Customizable Permit Types, Plan Review and Permit Fees.	
Incident Reporting – NFIRS NFIRS Incident Documentation, State and Federal Compliance with automated submission.	
Personnel Management Store, Manage and Access Employee Records including demographic data, certifications and employment information.	
Training Records Assign Training, Record Completions, View Training Logs, and Manage Certifications.	
Events & Activities Create Events, View Global Activity Log, and Access Global Calendar.	
Assets & Inventory Assets, vehicles, equipment and inventory management, assets and equipment checks, and work order management.	
Community Connect Online portal for residents and businesses to input critical occupant and property data that can be made available to Emergency Response Agencies during an incident.	

Automated Pre-Plans

Automated data import from assessor, online building department and GIS address points.

Scheduling Integration w/ Third Party (Telestaff)

Scheduling Integration with Telestaff

CAD Integration

Automated importing of CAD calls via XML, Database Connector or API.

Online Standard Training Package

Includes a one-hour planning session and up to 6 hours of webinar train-the-trainer sessions

Implementation and Configuration Services

Services related to configuring and customizing the First Due Platform as described in the Statement of Work.

One-Time Fees Subtotal	\$ 2,500.00
Subscription Fees Subtotal	\$ 42,050.00
Grand Total	\$ 44,550.00

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work
For Quote Number: 1545132000068878132

Statement of Work | City of Compton Fire Department

Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, custom training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

1. Webinar Administrator training during configuration sessions
2. Webinar formal Train-the-Trainer and/or End User Session(s) during the training phase
3. Access to online training videos, documents, content, and interactive knowledgebase

3. Integrations:

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

4. Data Migration:

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

5. Support:

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.																																																		
Print or type. See Specific instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Locality Media, Inc.																																																			
	2 Business name/disregarded entity name, if different from above First Due																																																			
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____																																																			
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																																			
	5 Address (number, street, and apt. or suite no.) See instructions. 107 7th Street 6 City, state, and ZIP code Garden City, NY 11530 7 List account number(s) here (optional)	Requester's name and address (optional)																																																		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> <td style="width: 10%; text-align: center;">[]</td> </tr> <tr> <td colspan="10" style="text-align: center;">or</td> </tr> <tr> <td colspan="10" style="text-align: center;">Employer identification number</td> </tr> <tr> <td style="text-align: center;">8</td> <td style="text-align: center;">1</td> <td style="text-align: center;">-</td> <td style="text-align: center;">1</td> <td style="text-align: center;">3</td> <td style="text-align: center;">8</td> <td style="text-align: center;">8</td> <td style="text-align: center;">0</td> <td style="text-align: center;">6</td> <td style="text-align: center;">2</td> </tr> </table>			Social security number										[]	[]	[]	-	[]	[]	-	[]	[]	[]	or										Employer identification number										8	1	-	1	3	8	8	0	6	2
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.																																																				
Sign Here Signature of U.S. person ▶ <i>Andreas Huber</i>	Date ▶ Jan 03 2023 07:29 PST																																																			
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)																																																				
• Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.																																																				

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

October 24, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
FIXING THE EMPLOYER CONTRIBUTION RATE AT AN EQUAL
AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC
EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

SUMMARY

Adoption of the attached resolution will fix the City of Compton's monthly health insurance contribution rate for current City employees and annuitants at the amount of Two Thousand, Two Hundred and Fifty Dollars and Seven Cents (\$2,250.07, effective as of January 1, 2024).

BACKGROUND

Pursuant to Section 22920 of the California Government Code, the City of Compton is a contracting agency of the California Public Employees Retirement System ("CalPERS") and subject to the Public Employees' Medical and Hospital Care Act (the "Act"). Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution. Additionally, Government Code Section 22892(b) provides that the employer contribution shall be at an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act.

STATEMENT OF ISSUE

The Board of Administration of CalPERS adopted changes to the monthly premium rates and benefits that increased the City's maximum monthly contribution rate effective January 1, 2024, (Kaiser full-family rate, Los Angeles Area Region) from \$1,962.06 to \$2,250.07 (see attached "CalPERS 2023 Monthly Premiums for Contracting Agencies").

The City is required to notify the Health Benefits Division of CalPERS of the City's rates of contribution for health insurance on behalf of all employees. This action is required so that the appropriate deduction can be made for employees, retirees and/or annuitants.

The new contribution rate for all employee groups/organizations, unrepresented employees and retirees will be reported by resolution as follows:

<u>Code</u>	<u>Employment Category</u>	<u>Maximum Monthly Contribution Rate</u>
002	Compton Firefighters	\$2,250.07
004	Management	\$2,250.07
011	Police Lieutenants	\$2,250.07
012	Police Officers	\$2,250.07
013	Emergency Dispatchers	\$2,250.07
014	Police Captains	\$2,250.07
015	Non-Supervisory	\$2,250.07
017	Maintenance & Trades	\$2,250.07
018	Public Safety Auxiliary	\$2,250.07
019	Unrepresented Employees	\$2,250.07

While all the employee organizations identified-above are not currently active in the City, for reporting purposes, CalPERS prefers that the categories remain the same because City has retirees who are still listed in these categories. The new contribution rates are effective as of January 1, 2024, pursuant to Section 22892 of the Government Code.

FISCAL IMPACT

There is an average 14.7% overall premium increase in the rate which determines the City's contribution towards health insurance. Funds for this increase were included in the FY 2023-2024 Budget.

RECOMMENDATION

It is recommended that the attached Resolution be adopted by the City Council.

**JEROME GROOMES
CITY MANAGER**

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 1*

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba

Basic Monthly Premiums (B)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Blue Cross Del Norte EPO	\$1,314.27	504	1	1	\$2,628.54	504	2	2	\$3,417.10	504	3	3
Anthem Blue Cross Select HMO	1,138.86	506	1	1	2,277.72	506	2	2	2,961.04	506	3	3
Anthem Blue Cross Traditional HMO	1,339.70	509	1	1	2,679.40	509	2	2	3,483.22	509	3	3
Blue Shield Access+ HMO	1,076.84	525	1	1	2,153.68	525	2	2	2,799.78	525	3	3
Blue Shield Access+ EPO	1,076.84	524	1	1	2,153.68	524	2	2	2,799.78	524	3	3
Blue Shield Trio HMO	946.84	451	1	1	1,893.68	451	2	2	2,461.78	451	3	3
Kaiser Permanente	1,021.41	533	1	1	2,042.82	533	2	2	2,655.67	533	3	3
Peace Officers Research Assoc of CA	931.00	592	1	1	2,117.00	592	2	2	2,651.00	592	3	3
PERS Gold	914.82	613	1	1	1,829.64	613	2	2	2,378.53	613	3	3
PERS Platinum	1,314.27	601	1	1	2,628.54	601	2	2	3,417.10	601	3	3
UnitedHealthcare SignatureValue Alliance	1,091.13	576	1	1	2,182.26	576	2	2	2,836.94	576	3	3
UnitedHealthcare SignatureValue Harmony	937.39	495	1	1	1,874.78	495	2	2	2,437.21	495	3	3
Western Health Advantage HMO	807.23	591	1	1	1,614.46	591	2	2	2,098.80	591	3	3

Supplement/Managed Medicare Monthly Premiums (M)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Select Medicare Preferred PPO	\$405.83	455	1	4	\$811.66	455	2	5	\$1,217.49	455	3	6
Anthem Select Medicare Preferred PPO with Dental/Vision ¹	405.83	459	1	4	811.66	459	2	5	1,217.49	459	3	6
Anthem Medicare Preferred PPO	405.83	515	1	4	811.66	515	2	5	1,217.49	515	3	6
Anthem Medicare Preferred PPO with Dental/Vision ¹	405.83	512	1	4	811.66	512	2	5	1,217.49	512	3	6
Blue Shield Medicare PPO	392.68	011	1	4	785.36	011	2	5	1,178.04	011	3	6
Blue Shield Medicare PPO with Dental/Vision ²	392.68	016	1	4	785.36	016	2	5	1,178.04	016	3	6
Kaiser Permanente Senior Advantage	324.79	536	1	4	649.58	536	2	5	974.37	536	3	6
Kaiser Permanente Senior Advantage with Dental ³	324.79	542	1	4	649.58	542	2	5	974.37	542	3	6
Kaiser Permanente Senior Advantage Summit	386.55	630	1	4	773.10	630	2	5	1,159.65	630	3	6
Kaiser Permanente Senior Advantage Summit with Dental ⁵	386.55	636	1	4	773.10	636	2	5	1,159.65	636	3	6
Peace Officers Research Assoc of CA Medicare Supplement	465.00	595	1	4	1,030.00	595	2	5	1,395.00	595	3	6
PERS Gold Medicare Supplement	406.60	616	1	4	813.20	616	2	5	1,219.80	616	3	6
PERS Platinum Medicare Supplement	448.15	605	1	4	896.30	605	2	5	1,344.45	605	3	6
UnitedHealthcare Group Medicare Advantage PPO	341.72	579	1	4	683.44	579	2	5	1,025.16	579	3	6
UnitedHealthcare Group Medicare Advantage Edge PPO	366.01	476	1	4	732.02	476	2	5	1,098.03	476	3	6
UnitedHealthcare Group Medicare Advantage PPO with Dental/Vision ⁴	341.72	585	1	4	683.44	585	2	5	1,025.16	585	3	6
Western Health Advantage MyCare Select HMO	268.62	035	1	4	537.24	035	2	5	805.86	035	3	6

*For health plan availability by county, please refer to the 2024 Health Benefit Summary or myCalPERS.

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

³Dental benefit is an additional \$15.66 per member per month premium. You will be billed directly for this amount.

⁴Dental and Vision coverage is an additional \$27.04 per member per month premium. You will be billed directly for this amount.

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 1*

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba

Combination Monthly Premiums

Plan	Subscriber in M, & 1 Dependent in B	Plan Code	Party Code	Party Rate	Subscriber in M, & 2+ Dependents in B	Plan Code	Party Code	Party Rate	Subscriber in M, 1 Dependent in M, & 1+ Dependent in B	Plan Code	Party Code	Party Rate
Anthem Blue Cross Del Norte EPO and Medicare Supplement	\$1,762.42	021	4	7	\$2,550.98	021	5	8	\$1,684.86	021	6	9
Anthem Blue Cross Select HMO and Medicare Preferred	1,544.69	457	4	7	2,228.01	457	5	8	1,494.98	457	6	9
Anthem Blue Cross Select HMO and Medicare Preferred with Dental/Vision ¹	1,544.69	460	4	7	2,228.01	460	5	8	1,494.98	460	6	9
Anthem Blue Cross Traditional HMO and Medicare Preferred	1,745.53	518	4	7	2,549.35	518	5	8	1,615.48	518	6	9
Anthem Blue Cross Traditional HMO and Medicare Preferred with Dental/Vision ¹	1,745.53	521	4	7	2,549.35	521	5	8	1,615.48	521	6	9
Blue Shield Access+ HMO and Medicare	1,469.52	049	4	7	2,115.62	049	5	8	1,431.46	049	6	9
Blue Shield Access+ HMO and Medicare with Dental/Vision ²	1,469.52	089	4	7	2,115.62	089	5	8	1,431.46	089	6	9
Blue Shield Access+ EPO and Medicare	1,469.52	092	4	7	2,115.62	092	5	8	1,431.46	092	6	9
Blue Shield Access+ EPO and Medicare with Dental/Vision ³	1,469.52	093	4	7	2,115.62	093	5	8	1,431.46	093	6	9
Blue Shield Trio HMO and Medicare	1,339.52	094	4	7	1,907.62	094	5	8	1,353.46	094	6	9
Blue Shield Trio HMO and Medicare with Dental/Vision ⁴	1,339.52	097	4	7	1,907.62	097	5	8	1,353.46	097	6	9
Kaiser Permanente and Senior Advantage	1,346.20	539	4	7	1,959.05	539	5	8	1,262.43	539	6	9
Kaiser Permanente and Senior Advantage with Dental ⁵	1,346.20	545	4	7	1,959.05	545	5	8	1,262.43	545	6	9
Kaiser Permanente and Senior Advantage Summit	1,407.96	633	4	7	2,020.81	633	5	8	1,385.95	633	6	9
Kaiser Permanente and Senior Advantage Summit with Dental ⁵	1,407.96	639	4	7	2,020.81	639	5	8	1,385.95	639	6	9
Peace Officers Research Assoc of CA and Medicare Supplement	1,651.00	598	4	7	2,185.00	598	5	8	1,564.00	598	6	9
PERS Gold and Medicare Supplement	1,321.42	619	4	7	1,870.31	619	5	8	1,362.09	619	6	9
PERS Platinum and Medicare Supplement	1,762.42	609	4	7	2,550.98	609	5	8	1,684.86	609	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO	1,432.85	582	4	7	2,087.53	582	5	8	1,338.12	582	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage Edge PPO	1,457.14	627	4	7	2,111.82	627	5	8	1,386.70	627	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO with Dental/Vision ⁶	1,432.85	588	4	7	2,087.53	588	5	8	1,338.12	588	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO	1,279.11	497	4	7	1,841.54	497	5	8	1,245.87	497	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage Edge PPO	1,303.40	496	4	7	1,865.83	496	5	8	1,294.45	496	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO with Dental/Vision ⁶	1,279.11	498	4	7	1,841.54	498	5	8	1,245.87	498	6	9
Western Health Advantage HMO and MyCare Select HMO	1,075.85	036	4	7	1,560.19	036	5	8	1,021.58	036	6	9

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 1*

Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Glenn, Humboldt, Lake, Lassen, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Placer, Plumas, Sacramento, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Stanislaus, Sutter, Tehama, Trinity, Tuolumne, Yolo, Yuba

Combination Monthly Premiums (Continued)

Plan	Subscriber in B, & 1 Dependent in M	Plan Code	Party Code	Party Rate	Subscriber in B, & 2+ Dependents in M	Plan Code	Party Code	Party Rate	Subscriber in B, 1 Dependent in M, & 1+ Dependent in B	Plan Code	Party Code	Party Rate
Anthem Blue Cross Del Norte EPO and Medicare Supplement	\$1,762.42	021	7	10	\$2,210.57	021	8	11	\$2,550.98	021	9	12
Anthem Blue Cross Select HMO and Medicare Preferred	1,544.69	457	7	10	1,950.52	457	8	11	2,228.01	457	9	12
Anthem Blue Cross Select HMO and Medicare Preferred with Dental/Vision ¹	1,544.69	460	7	10	1,950.52	460	8	11	2,228.01	460	9	12
Anthem Blue Cross Traditional HMO and Medicare Preferred	1,745.53	518	7	10	2,151.36	518	8	11	2,549.35	518	9	12
Anthem Blue Cross Traditional HMO and Medicare Preferred with Dental/Vision ¹	1,745.53	521	7	10	2,151.36	521	8	11	2,549.35	521	9	12
Blue Shield Access+ HMO and Medicare	1,469.52	049	7	10	1,862.20	049	8	11	2,115.62	049	9	12
Blue Shield Access+ HMO and Medicare with Dental/Vision ²	1,469.52	089	7	10	1,862.20	089	8	11	2,115.62	089	9	12
Blue Shield Access+ EPO and Medicare	1,469.52	092	7	10	1,862.20	092	8	11	2,115.62	092	9	12
Blue Shield Access+ EPO and Medicare with Dental/Vision ³	1,469.52	093	7	10	1,862.20	093	8	11	2,115.62	093	9	12
Blue Shield Trio HMO and Medicare	1,339.52	094	7	10	1,732.20	094	8	11	1,907.62	094	9	12
Blue Shield Trio HMO and Medicare with Dental/Vision ⁴	1,339.52	097	7	10	1,732.20	097	8	11	1,907.62	097	9	12
Kaiser Permanente and Senior Advantage	1,346.20	539	7	10	1,670.99	539	8	11	1,959.05	539	9	12
Kaiser Permanente and Senior Advantage with Dental ⁵	1,346.20	545	7	10	1,670.99	545	8	11	1,959.05	545	9	12
Kaiser Permanente and Senior Advantage Summit	1,407.96	633	7	10	1,794.51	633	8	11	2,020.81	633	9	12
Kaiser Permanente and Senior Advantage Summit with Dental ⁵	1,407.96	639	7	10	1,794.51	639	8	11	2,020.81	639	9	12
Peace Officers Research Assoc of CA and Medicare Supplement	1,396.00	598	7	10	1,961.00	598	8	11	2,185.00	598	9	12
PERS Gold and Medicare Supplement	1,321.42	619	7	10	1,728.02	619	8	11	1,870.31	619	9	12
PERS Platinum and Medicare Supplement	1,762.42	609	7	10	2,210.57	609	8	11	2,550.98	609	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO	1,432.85	582	7	10	1,774.57	582	8	11	2,087.53	582	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage Edge PPO	1,457.14	627	7	10	1,823.15	627	8	11	2,111.82	627	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO with Dental/Vision ⁶	1,432.85	588	7	10	1,774.57	588	8	11	2,087.53	588	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO	1,279.11	497	7	10	1,620.83	497	8	11	1,841.54	497	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage Edge PPO	1,303.40	496	7	10	1,669.41	496	8	11	1,865.83	496	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO with Dental/Vision ⁶	1,279.11	498	7	10	1,620.83	498	8	11	1,841.54	498	9	12
Western Health Advantage HMO and MyCare Select HMO	1,075.85	036	7	10	1,344.47	036	8	11	1,560.19	036	9	12

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

³Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

⁴Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

⁵Dental benefit is an additional \$15.66 per member per month premium. You will be billed directly for this amount.

⁶Dental and Vision coverage is an additional \$27.04 per member per month premium. You will be billed directly for this amount.

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 2*

Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare, Ventura

Basic Monthly Premiums (B)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO	\$807.71	507	1	1	\$1,615.42	507	2	2	\$2,100.05	507	3	3
Anthem Blue Cross Traditional HMO	1,034.38	510	1	1	2,068.76	510	2	2	2,689.39	510	3	3
Blue Shield Access+ HMO	869.14	526	1	1	1,738.28	526	2	2	2,259.76	526	3	3
Blue Shield Access+ EPO	869.14	029	1	1	1,738.28	029	2	2	2,259.76	029	3	3
Blue Shield Trio HMO	810.24	088	1	1	1,620.48	088	2	2	2,106.62	088	3	3
Health Net Salud y Más	684.77	531	1	1	1,369.54	531	2	2	1,780.40	531	3	3
Kaiser Permanente	904.95	534	1	1	1,809.90	534	2	2	2,352.87	534	3	3
Peace Officers Research Assoc of CA	926.00	593	1	1	1,863.00	593	2	2	2,371.00	593	3	3
PERS Gold	799.44	614	1	1	1,598.88	614	2	2	2,078.54	614	3	3
PERS Platinum	1,151.50	602	1	1	2,303.00	602	2	2	2,993.90	602	3	3
Sharp Performance Plus	833.24	575	1	1	1,666.48	575	2	2	2,166.42	575	3	3
UnitedHealthcare SignatureValue Alliance	837.88	577	1	1	1,675.76	577	2	2	2,178.49	577	3	3
UnitedHealthcare SignatureValue Harmony	792.65	399	1	1	1,585.30	399	2	2	2,060.89	399	3	3

Supplement/Managed Medicare Monthly Premiums (M)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Select Medicare Preferred PPO	\$405.83	038	1	4	\$811.66	038	2	5	\$1,217.49	038	3	6
Anthem Select Medicare Preferred PPO with Dental/Vision ¹	405.83	074	1	4	811.66	074	2	5	1,217.49	074	3	6
Anthem Medicare Preferred PPO	405.83	516	1	4	811.66	516	2	5	1,217.49	516	3	6
Anthem Medicare Preferred PPO Dental/Vision ¹	405.83	513	1	4	811.66	513	2	5	1,217.49	513	3	6
Blue Shield Medicare PPO	392.68	012	1	4	785.36	012	2	5	1,178.04	012	3	6
Blue Shield Medicare PPO with Dental/Vision ²	392.68	017	1	4	785.36	017	2	5	1,178.04	017	3	6
Kaiser Permanente Senior Advantage	324.79	537	1	4	649.58	537	2	5	974.37	537	3	6
Kaiser Permanente Senior Advantage with Dental ³	324.79	543	1	4	649.58	543	2	5	974.37	543	3	6
Kaiser Permanente Senior Advantage Summit	386.55	631	1	4	773.10	631	2	5	1,159.65	631	3	6
Kaiser Permanente Senior Advantage Summit with Dental ³	386.55	637	1	4	773.10	637	2	5	1,159.65	637	3	6
Peace Officers Research Assoc of CA Medicare Supplement	465.00	596	1	4	1,030.00	596	2	5	1,395.00	596	3	6
PERS Gold Medicare Supplement	406.60	617	1	4	813.20	617	2	5	1,219.80	617	3	6
PERS Platinum Medicare Supplement	448.15	606	1	4	896.30	606	2	5	1,344.45	606	3	6
Sharp Direct Advantage HMO	256.53	024	1	4	513.06	024	2	5	769.59	024	3	6
Sharp Direct Advantage HMO with Dental ⁴	256.53	026	1	4	513.06	026	2	5	769.59	026	3	6
UnitedHealthcare Group Medicare Advantage PPO	341.72	580	1	4	683.44	580	2	5	1,025.16	580	3	6
UnitedHealthcare Group Medicare Advantage Edge PPO	366.01	622	1	4	732.02	622	2	5	1,098.03	622	3	6
UnitedHealthcare Group Medicare Advantage PPO with Dental/Vision ⁵	341.72	586	1	4	683.44	586	2	5	1,025.16	586	3	6

*For health plan availability by county, please refer to the 2024 Health Benefit Summary or myCalPERS.

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

³Dental benefit is an additional \$15.66 per member per month premium. You will be billed directly for this amount.

⁴Dental benefit is an additional \$12.49 per member per month premium. You will be billed directly for this amount.

⁵Dental and Vision coverage is an additional \$27.04 per member per month premium. You will be billed directly for this amount.

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 2*

Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare, Ventura

Combination Monthly Premiums

Plan	Subscriber in M, & 1 Dependent in B	Plan Code	Party Code	Party Rate	Subscriber in M, & 2+ Dependents in B	Plan Code	Party Code	Party Rate	Subscriber in M, 1 Dependent in M, & 1+ Dependent in B	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO and Medicare Preferred	\$1,213.54	040	4	7	\$1,698.17	040	5	8	\$1,296.29	040	6	9
Anthem Blue Cross Select HMO and Medicare Preferred with Dental/Vision ¹	1,213.54	076	4	7	1,698.17	076	5	8	1,296.29	076	6	9
Anthem Blue Cross Traditional HMO and Medicare Preferred	1,440.21	519	4	7	2,060.84	519	5	8	1,432.29	519	6	9
Anthem Blue Cross Traditional HMO and Medicare Preferred with Dental/Vision ¹	1,440.21	522	4	7	2,060.84	522	5	8	1,432.29	522	6	9
Blue Shield Access+ HMO and Medicare	1,261.82	050	4	7	1,783.30	050	5	8	1,306.84	050	6	9
Blue Shield Access+ HMO and Medicare with Dental/Vision ²	1,261.82	090	4	7	1,783.30	090	5	8	1,306.84	090	6	9
Blue Shield Access+ EPO and Medicare	1,261.82	031	4	7	1,783.30	031	5	8	1,306.84	031	6	9
Blue Shield Access+ EPO and Medicare with Dental/Vision ³	1,261.82	032	4	7	1,783.30	032	5	8	1,306.84	032	6	9
Blue Shield Trio HMO and Medicare	1,202.92	095	4	7	1,689.06	095	5	8	1,271.50	095	6	9
Blue Shield Trio HMO and Medicare with Dental/Vision ⁴	1,202.92	098	4	7	1,689.06	098	5	8	1,271.50	098	6	9
Kaiser Permanente and Senior Advantage	1,229.74	540	4	7	1,772.71	540	5	8	1,192.55	540	6	9
Kaiser Permanente and Senior Advantage with Dental ⁵	1,229.74	546	4	7	1,772.71	546	5	8	1,192.55	546	6	9
Kaiser Permanente and Senior Advantage Summit	1,291.50	634	4	7	1,834.47	634	5	8	1,316.07	634	6	9
Kaiser Permanente and Senior Advantage Summit with Dental ⁵	1,291.50	640	4	7	1,834.47	640	5	8	1,316.07	640	6	9
Peace Officers Research Assoc of CA and Medicare Supplement	1,402.00	599	4	7	1,910.00	599	5	8	1,538.00	599	6	9
PERS Gold and Medicare Supplement	1,206.04	620	4	7	1,685.70	620	5	8	1,292.86	620	6	9
PERS Platinum and Medicare Supplement	1,599.65	610	4	7	2,290.55	610	5	8	1,587.20	610	6	9
Sharp Performance Plus and Direct Advantage HMO	1,089.77	025	4	7	1,589.71	025	5	8	1,013.00	025	6	9
Sharp Performance Plus and Direct Advantage HMO with Dental ⁶	1,089.77	027	4	7	1,589.71	027	5	8	1,013.00	027	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO	1,179.60	583	4	7	1,682.33	583	5	8	1,186.17	583	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage Edge PPO	1,203.89	628	4	7	1,706.62	628	5	8	1,234.75	628	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO with Dental/Vision ⁷	1,179.60	589	4	7	1,682.33	589	5	8	1,186.17	589	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO	1,134.37	773	4	7	1,609.96	773	5	8	1,159.03	773	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage Edge PPO	1,158.66	625	4	7	1,634.25	625	5	8	1,207.61	625	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO with Dental/Vision ⁷	1,134.37	775	4	7	1,609.96	775	5	8	1,159.03	775	6	9

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 2*

Fresno, Imperial, Inyo, Kern, Kings, Madera, Orange, San Diego, San Luis Obispo, Santa Barbara, Tulare, Ventura

Combination Monthly Premiums (Continued)

Plan	Subscriber in B, & 1 Dependent in M	Plan Code	Party Code	Party Rate	Subscriber in B, & 2+ Dependents in M	Plan Code	Party Code	Party Rate	Subscriber in B, 1 Dependent in M, & 1+ Dependent in B	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO and Medicare Preferred	\$1,213.54	040	7	10	\$1,619.37	040	8	11	\$1,698.17	040	9	12
Anthem Blue Cross Select HMO and Medicare Preferred with Dental/Vision ¹	1,213.54	076	7	10	1,619.37	076	8	11	1,698.17	076	9	12
Anthem Blue Cross Traditional HMO and Medicare Preferred	1,440.21	519	7	10	1,846.04	519	8	11	2,060.84	519	9	12
Anthem Blue Cross Traditional HMO and Medicare Preferred with Dental/Vision ¹	1,440.21	522	7	10	1,846.04	522	8	11	2,060.84	522	9	12
Blue Shield Access+ HMO and Medicare	1,261.82	050	7	10	1,654.50	050	8	11	1,783.30	050	9	12
Blue Shield Access+ HMO and Medicare with Dental/Vision ²	1,261.82	090	7	10	1,654.50	090	8	11	1,783.30	090	9	12
Blue Shield Access+ EPO and Medicare	1,261.82	031	7	10	1,654.50	031	8	11	1,783.30	031	9	12
Blue Shield Access+ EPO and Medicare with Dental/Vision ³	1,261.82	032	7	10	1,654.50	032	8	11	1,783.30	032	9	12
Blue Shield Trio HMO and Medicare	1,202.92	095	7	10	1,595.60	095	8	11	1,689.06	095	9	12
Blue Shield Trio HMO and Medicare with Dental/Vision ⁴	1,202.92	098	7	10	1,595.60	098	8	11	1,689.06	098	9	12
Kaiser Permanente and Senior Advantage	1,229.74	540	7	10	1,554.53	540	8	11	1,772.71	540	9	12
Kaiser Permanente and Senior Advantage with Dental ⁵	1,229.74	546	7	10	1,554.53	546	8	11	1,772.71	546	9	12
Kaiser Permanente and Senior Advantage Summit	1,291.50	634	7	10	1,678.05	634	8	11	1,834.47	634	9	12
Kaiser Permanente and Senior Advantage Summit with Dental ⁶	1,291.50	640	7	10	1,678.05	640	8	11	1,834.47	640	9	12
Peace Officers Research Assoc of CA and Medicare Supplement	1,391.00	599	7	10	1,956.00	599	8	11	1,910.00	599	9	12
PERS Gold and Medicare Supplement	1,206.04	620	7	10	1,612.64	620	8	11	1,685.70	620	9	12
PERS Platinum and Medicare Supplement	1,599.65	610	7	10	2,047.80	610	8	11	2,290.55	610	9	12
Sharp Performance Plus and Direct Advantage HMO	1,089.77	025	7	10	1,346.30	025	8	11	1,589.71	025	9	12
Sharp Performance Plus and Direct Advantage HMO with Dental ⁶	1,089.77	027	7	10	1,346.30	027	8	11	1,589.71	027	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO	1,179.60	583	7	10	1,521.32	583	8	11	1,682.33	583	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage Edge PPO	1,203.89	628	7	10	1,569.90	628	8	11	1,706.62	628	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO with Dental/Vision ⁷	1,179.60	589	7	10	1,521.32	589	8	11	1,682.33	589	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO	1,134.37	773	7	10	1,476.09	773	8	11	1,609.96	773	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage Edge PPO	1,158.66	625	7	10	1,524.67	625	8	11	1,634.25	625	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO with Dental/Vision ⁷	1,134.37	775	7	10	1,476.09	775	8	11	1,609.96	775	9	12

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

³Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

⁴Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

⁵Dental benefit is an additional \$15.66 per member per month premium. You will be billed directly for this amount.

⁶Dental benefit is an additional \$12.49 per member per month premium. You will be billed directly for this amount.

⁷Dental and Vision coverage is an additional \$27.04 per member per month premium. You will be billed directly for this amount.

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 3*

Los Angeles, Riverside, San Bernardino

Basic Monthly Premiums (B)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO	\$841.13	508	1	1	\$1,682.26	508	2	2	\$2,186.94	508	3	3
Anthem Blue Cross Traditional HMO	1,012.67	511	1	1	2,025.34	511	2	2	2,632.94	511	3	3
Blue Shield Access+ HMO	756.65	527	1	1	1,513.30	527	2	2	1,967.29	527	3	3
Blue Shield Trio HMO	704.69	452	1	1	1,409.38	452	2	2	1,832.19	452	3	3
Health Net Salud y Más	630.13	532	1	1	1,260.26	532	2	2	1,638.34	532	3	3
Kaiser Permanente	865.41	535	1	1	1,730.82	535	2	2	2,250.07	535	3	3
Peace Officers Research Assoc of CA	926.00	594	1	1	1,863.00	594	2	2	2,371.00	594	3	3
PERS Gold	785.28	615	1	1	1,570.56	615	2	2	2,041.73	615	3	3
PERS Platinum	1,131.47	603	1	1	2,262.94	603	2	2	2,941.82	603	3	3
UnitedHealthcare SignatureValue Alliance	826.44	578	1	1	1,652.88	578	2	2	2,148.74	578	3	3
UnitedHealthcare SignatureValue Harmony	734.76	475	1	1	1,469.52	475	2	2	1,910.38	475	3	3

Supplement/Managed Medicare Monthly Premiums (M)

Plan	Subscriber	Plan Code	Party Code	Party Rate	Subscriber & 1 Dependent	Plan Code	Party Code	Party Rate	Subscriber & 2+ Dependents	Plan Code	Party Code	Party Rate
Anthem Select Medicare Preferred PPO	\$405.83	039	1	4	\$811.66	039	2	5	\$1,217.49	039	3	6
Anthem Select Medicare Preferred PPO with Dental/Vision ¹	405.83	075	1	4	811.66	075	2	5	1,217.49	075	3	6
Anthem Medicare Preferred PPO	405.83	517	1	4	811.66	517	2	5	1,217.49	517	3	6
Anthem Medicare Preferred PPO with Dental/Vision ¹	405.83	514	1	4	811.66	514	2	5	1,217.49	514	3	6
Blue Shield Medicare PPO	392.68	014	1	4	785.36	014	2	5	1,178.04	014	3	6
Blue Shield Medicare PPO with Dental/Vision ²	392.68	047	1	4	785.36	047	2	5	1,178.04	047	3	6
Kaiser Permanente Senior Advantage	324.79	538	1	4	649.58	538	2	5	974.37	538	3	6
Kaiser Permanente Senior Advantage with Dental ³	324.79	544	1	4	649.58	544	2	5	974.37	544	3	6
Kaiser Permanente Senior Advantage Summit	386.55	632	1	4	773.10	632	2	5	1,159.65	632	3	6
Kaiser Permanente Senior Advantage Summit with Dental ³	386.55	638	1	4	773.10	638	2	5	1,159.65	638	3	6
Peace Officers Research Assoc of CA Medicare Supplement	465.00	597	1	4	1,030.00	597	2	5	1,395.00	597	3	6
PERS Gold Medicare Supplement	406.60	618	1	4	813.20	618	2	5	1,219.80	618	3	6
PERS Platinum Medicare Supplement	448.15	607	1	4	896.30	607	2	5	1,344.45	607	3	6
UnitedHealthcare Group Medicare Advantage PPO	341.72	581	1	4	683.44	581	2	5	1,025.16	581	3	6
UnitedHealthcare Group Medicare Advantage Edge PPO	366.01	623	1	4	732.02	623	2	5	1,098.03	623	3	6
UnitedHealthcare Group Medicare Advantage PPO with Dental/Vision ⁴	341.72	587	1	4	683.44	587	2	5	1,025.16	587	3	6

*For health plan availability by county, please refer to the 2024 Health Benefit Summary or myCalPERS.

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²Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

³Dental benefit is an additional \$15.66 per member per month premium. You will be billed directly for this amount.

⁴Dental and Vision coverage is an additional \$27.04 per member per month premium. You will be billed directly for this amount.

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 3*												
Los Angeles, Riverside, San Bernardino												
Combination Monthly Premiums												
Plan	Subscriber in M, & 1 Dependent in B	Plan Code	Party Code	Party Rate	Subscriber in M, & 2+ Dependents in B	Plan Code	Party Code	Party Rate	Subscriber in M, 1 Dependent in M, & 1+ Dependent in B	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO and Medicare Preferred	\$1,246.96	041	4	7	\$1,751.64	041	5	8	\$1,316.34	041	6	9
Anthem Blue Cross Select HMO and Medicare Preferred with Dental/Vision ¹	1,246.96	077	4	7	1,751.64	077	5	8	1,316.34	077	6	9
Anthem Blue Cross Traditional HMO and Medicare Preferred	1,418.50	520	4	7	2,026.10	520	5	8	1,419.26	520	6	9
Anthem Blue Cross Traditional HMO and Medicare Preferred with Dental/Vision ¹	1,418.50	523	4	7	2,026.10	523	5	8	1,419.26	523	6	9
Blue Shield Access+ HMO and Medicare	1,149.33	051	4	7	1,603.32	051	5	8	1,239.35	051	6	9
Blue Shield Access+ HMO and Medicare with Dental/Vision ²	1,149.33	091	4	7	1,603.32	091	5	8	1,239.35	091	6	9
Blue Shield Trio HMO and Medicare	1,097.37	096	4	7	1,520.18	096	5	8	1,208.17	096	6	9
Blue Shield Trio HMO and Medicare with Dental/Vision ³	1,097.37	099	4	7	1,520.18	099	5	8	1,208.17	099	6	9
Kaiser Permanente and Senior Advantage	1,190.20	541	4	7	1,709.45	541	5	8	1,168.83	541	6	9
Kaiser Permanente and Senior Advantage with Dental ⁴	1,190.20	547	4	7	1,709.45	547	5	8	1,168.83	547	6	9
Kaiser Permanente and Senior Advantage Summit	1,251.96	635	4	7	1,771.21	635	5	8	1,292.35	635	6	9
Kaiser Permanente and Senior Advantage Summit with Dental ⁴	1,251.96	641	4	7	1,771.21	641	5	8	1,292.35	641	6	9
Peace Officers Research Assoc of CA and Medicare Supplement	1,402.00	600	4	7	1,910.00	600	5	8	1,538.00	600	6	9
PERS Gold and Medicare Supplement	1,191.88	621	4	7	1,663.05	621	5	8	1,284.37	621	6	9
PERS Platinum and Medicare Supplement	1,579.62	611	4	7	2,258.50	611	5	8	1,575.18	611	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO	1,168.16	584	4	7	1,664.02	584	5	8	1,179.30	584	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage Edge PPO	1,192.45	629	4	7	1,688.31	629	5	8	1,227.88	629	6	9
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO with Dental/Vision ⁵	1,168.16	590	4	7	1,664.02	590	5	8	1,179.30	590	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO	1,076.48	774	4	7	1,517.34	774	5	8	1,124.30	774	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage Edge PPO	1,100.77	626	4	7	1,541.63	626	5	8	1,172.88	626	6	9
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO with Dental/Vision ⁶	1,076.48	776	4	7	1,517.34	776	5	8	1,124.30	776	6	9

CalPERS 2024 Regional Health Premiums (Actives and Annuitants)

Effective Date: January 1, 2024

Region 3*

Los Angeles, Riverside, San Bernardino

Combination Monthly Premiums (Continued)

Plan	Subscriber in B, & 1 Dependent in M	Plan Code	Party Code	Party Rate	Subscriber in B, & 2+ Dependents in M	Plan Code	Party Code	Party Rate	Subscriber in B, 1 Dependent in M, & 1+ Dependent in B	Plan Code	Party Code	Party Rate
Anthem Blue Cross Select HMO and Medicare Preferred	\$1,246.96	041	7	10	\$1,652.79	041	8	11	\$1,751.64	041	9	12
Anthem Blue Cross Select HMO and Medicare Preferred with Dental/Vision ¹	1,246.96	077	7	10	1,652.79	077	8	11	1,751.64	077	9	12
Anthem Blue Cross Traditional HMO and Medicare Preferred	1,418.50	520	7	10	1,824.33	520	8	11	2,026.10	520	9	12
Anthem Blue Cross Traditional HMO and Medicare Preferred with Dental/Vision ¹	1,418.50	523	7	10	1,824.33	523	8	11	2,026.10	523	9	12
Blue Shield Access+ HMO and Medicare	1,149.33	051	7	10	1,542.01	051	8	11	1,603.32	051	9	12
Blue Shield Access+ HMO and Medicare with Dental/Vision ²	1,149.33	091	7	10	1,542.01	091	8	11	1,603.32	091	9	12
Blue Shield Trio HMO and Medicare	1,097.37	096	7	10	1,490.05	096	8	11	1,520.18	096	9	12
Blue Shield Trio HMO and Medicare with Dental/Vision ³	1,097.37	099	7	10	1,490.05	099	8	11	1,520.18	099	9	12
Kaiser Permanente and Senior Advantage	1,190.20	541	7	10	1,514.99	541	8	11	1,709.45	541	9	12
Kaiser Permanente and Senior Advantage with Dental ⁴	1,190.20	547	7	10	1,514.99	547	8	11	1,709.45	547	9	12
Kaiser Permanente and Senior Advantage Summit	1,251.96	635	7	10	1,638.51	635	8	11	1,771.21	635	9	12
Kaiser Permanente and Senior Advantage Summit with Dental ⁴	1,251.96	641	7	10	1,638.51	641	8	11	1,771.21	641	9	12
Peace Officers Research Assoc of CA and Medicare Supplement	1,391.00	600	7	10	1,956.00	600	8	11	1,910.00	600	9	12
PERS Gold and Medicare Supplement	1,191.88	621	7	10	1,598.48	621	8	11	1,663.05	621	9	12
PERS Platinum and Medicare Supplement	1,579.62	611	7	10	2,027.77	611	8	11	2,258.50	611	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO	1,168.16	584	7	10	1,509.88	584	8	11	1,664.02	584	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage Edge PPO	1,192.45	629	7	10	1,558.46	629	8	11	1,688.31	629	9	12
UnitedHealthcare SignatureValue Alliance and Group Medicare Advantage PPO with Dental/Vision ⁵	1,168.16	590	7	10	1,509.88	590	8	11	1,664.02	590	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO	1,076.48	774	7	10	1,418.20	774	8	11	1,517.34	774	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage Edge PPO	1,100.77	626	7	10	1,466.78	626	8	11	1,541.63	626	9	12
UnitedHealthcare SignatureValue Harmony and Group Medicare Advantage PPO with Dental/Vision ⁵	1,076.48	776	7	10	1,418.20	776	8	11	1,517.34	776	9	12

¹Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

²Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

³Dental and Vision coverage is an additional \$39.14 per member per month premium. You will be billed directly for this amount.

⁴Dental benefit is an additional \$15.66 per member per month premium. You will be billed directly for this amount.

⁵Dental and Vision coverage is an additional \$27.04 per member per month premium. You will be billed directly for this amount.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
FIXING THE EMPLOYER CONTRIBUTION RATE AT AN EQUAL
AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC
EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT**

WHEREAS, pursuant to Section 22920 of the California Government Code, the City of Compton is a contracting agency of the California Public Employees Retirement System (“CalPERS”) and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

WHEREAS, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution. Additionally, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

WHEREAS, the Board of Administration of CalPERS adopted changes to the monthly premium rates and benefits that will increase the City’s maximum monthly contribution rate effective January 1, 2024 (Kaiser full-family rate, Los Angeles Area Region 3) from \$1,962.06 to \$2,250.07 (see attached “CalPERS 2023 Monthly Premiums for Contracting Agencies”); and

WHEREAS, the City is required to notify the Health Benefits Division of CalPERS of the City’s rates of contribution for health insurance on behalf of all employees so that the appropriate deduction can be made for employees, retirees and/or annuitants; and

WHEREAS, the City of Compton desires to continue providing for its employees, retirees and/or annuitants the benefit of the Act and to accept the liabilities and obligation of an employer under the Act and regulations; and

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

Section 1. That the employer contribution for each employee and annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of:

Medical Group	Monthly Employer Contribution*
002 Firefighters	\$2,250.07
004 Management	\$2,250.07
011 Police Lieutenants	\$2,250.07
012 Police Officers	\$2,250.07
013 Emergency Dispatchers	\$2,250.07
014 Police Captains	\$2,250.07
015 Non-Supervisory	\$2,250.07
017 Maintenance & Trades	\$2,250.07
018 Public Safety Auxiliary	\$2,250.07
019 Unrepresented Employees	\$2,250.07

*Plus administrative fees and Contingency Reserve Fund assessments.

Section 2. That the City of Compton has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

Section 3. That the participation of the employees and annuitants of City of Compton shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Compton would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

Section 4. That the City Council appoints and directs, and it does hereby appoint and elect, the City Manager to file with the Board of Administration of the California Public Employees Retirement System, a verified copy of this Resolution, and to perform on behalf of the City of Compton, all functions required of it under the Act and regulations of the Board of Administration.

Section 5. That the new contribution rate will become effective January 1, 2024.

Section 6. That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the Human Resources Department.

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

ADOPTED this _____ day of _____, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

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

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

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

CITY CLERK OF THE CITY OF COMPTON

October 24, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THAT CERTAIN PROPERTY LOCATED AT 1434 W. COMPTON BOULEVARD IN THE CITY OF COMPTON IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(A), APPROVING A RIGHT OF ENTRY AND ACCESS AGREEMENT BETWEEN THE CITY AND LANDSPIRE GROUP LLC WITH RESPECT TO THE PROPOSED SALE OF THE PROPERTY TO LANDSPIRE GROUP LLC AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT THEREON, FINDING THAT THIS ACTION IS EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), AND TAKING RELATED ACTIONS.

SUMMARY

Staff respectfully requests the City Council to adopt the attached Resolution declaring that the property owned by the City and located at 1434 W. Compton Boulevard (the "Property") is exempt surplus land under the Surplus Land Act (Government Code Section 54220-54234) (the "SLA"), and approving the execution and delivery of a Right of Entry Access Agreement (the "ROE") between the City, as the Housing Successor to the former Community Redevelopment Agency of the City of Compton (the "City"), and Landspire Group LLC (the "Developer"),

BACKGROUND

The Developer previously entered into an ENA with the City on September 15, 2020 for the development of this property, but it expired and was not renewed. The Developer currently needs access to the site to conduct environmental assessment to confirm that there is no soil contamination as required by the State of California Department of Housing and Community Development.

Pursuant to Section 54221(b)(1) of the SLA, the City Council must take formal action in a regular public meeting to declare the Property "surplus land" or "exempt surplus land" before the City Council takes action to dispose of the Property. The SLA will not apply to the disposition of the Property if the Property is exempt surplus land as defined in Section 54221(f)(1) of the SLA. Section 54221(f)(1)(A) of the SLA defines "exempt surplus land" to include surplus land that is transferred pursuant to Government Code Section 37364.

Government Code Section 37364 authorizes a city to sell, lease, exchange, quitclaim, convey, or otherwise dispose of real property to provide housing affordable to persons and families of low or moderate income provided that the following conditions are met:

(a) Not less than 80 percent of the area of the parcel will be used for the development of housing; and

(b) Not less than 40 percent of the total number of those housing units developed on the parcel shall be affordable to households whose incomes are equal to, or less than, 75 percent of the maximum income of lower income households, and at least half of which shall be affordable to very low-income households; and

(c) Dwelling units produced for persons and families of low or moderate income under Government Code Section 37364 shall be restricted by regulatory agreement to remain continually affordable to those persons and families for the longest feasible time, but not less than 30 years, with such regulatory agreement recorded in the office of the county recorder in which the housing development is located.

The Developer has proposed to purchase the Property from the City for the purpose of developing an affordable housing project on the Property consisting of 75 apartments and has requested the City to enter into a ROE Access Agreement to determine the environmental condition of the site as required to receive funding for the project from the State of California. The Developer has proposed an affordable housing project that will comply with Government Code Section 37364. The project includes 75 affordable housing units to be built at 1434 W. Compton Boulevard, a 62,262 square foot site. The City Council must provide a copy of the Resolution to the California Department of Housing and Community Development ("HCD") at least 30 days prior to the disposition of the Property. The State Legislature has authorized HCD to determine whether actions of local agencies comply with the SLA.

STATEMENT OF THE ISSUE

Because the proposed housing development will meet the requirements of Government Code Section 37364, staff recommends that the City Council declare the Property to be exempt surplus land pursuant to Government Code Sections 54221(b) and 54221(f)(1)(A). The attached Resolution contains a declaration of exemption. Upon adoption of the attached Resolution, staff will provide a copy of the Resolution to HCD.

The attached Resolution also contains a finding that this action is exempt from CEQA.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of the attached Resolution.

RECOMMENDATION

Staff requests the City Council adopt the attached Resolution.

CECIL FLOURNOY, COMMUNITY DEVELOPMENT DIRECTOR

APPROVED FOR FORWARDING:

JEROME G. GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THAT CERTAIN PROPERTY LOCATED AT 1434 W. COMPTON BOULEVARD IN THE CITY OF COMPTON IS EXEMPT SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54221(b) AND 54221(f)(1)(A), APPROVING A RIGHT OF ENTRY AND ACCESS AGREEMENT BETWEEN THE CITY AND LANDSPIRE GROUP, LLC WITH RESPECT TO THE PROPOSED SALE OF THE PROPERTY TO LANDSPIRE GROUP LLC AND THE DEVELOPMENT OF AN AFFORDABLE HOUSING PROJECT THEREON, FINDING THAT THE PROJECT IS EXEMPT FROM CEQA, AND TAKING RELATED ACTIONS

WHEREAS, the City of Compton ("City") is the owner in fee simple of that certain real property located at 1434 W. Compton Boulevard in the City of Compton which is further described in **Exhibit "A"**, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the City desires to sell the Property for the development of an affordable housing project thereon; and

WHEREAS, pursuant to Section 54221(b)(1) of the Surplus Land Act (Government Code Sections 54220-54234) (the "Act"), the City Council must take formal action in a regular public meeting to declare the Property "surplus land" or "exempt surplus land" before the City Council takes action to dispose of the Property; and

WHEREAS, the Act shall not apply to the disposition of the Property if the Property is exempt surplus land as defined in Government Code Section 54221(f)(1); and

WHEREAS, Government Code Section 54221(f)(1)(A) defines "exempt surplus land" to include surplus land that is transferred pursuant to Government Code Section 37364; and

WHEREAS, Government Code Section 37364 authorizes a city to sell, lease, exchange, quitclaim, convey, or otherwise dispose of real property to provide housing affordable to persons and families of low or moderate income provided that the following conditions are met:

(a) Not less than 80 percent of the area of the parcel will be used for the development of housing; and

(b) Not less than 40 percent of the total number of those housing units developed on the parcel shall be affordable to households whose incomes are equal to, or less than, 75 percent of the maximum income of lower income households, and at least half of which shall be affordable to very low-income households; and

(c) Dwelling units produced for persons and families of low or moderate income under Government Code Section 37364 shall be restricted by regulatory agreement to remain continually affordable to those persons and families for the longest feasible time, but not less than 30 years, with such regulatory agreement recorded in the office of the county recorder in which the housing development is located; and

WHEREAS, Landspire Group, LLC has proposed to purchase the Property for the purpose of developing an affordable housing project on the Property consisting of three-story townhomes ("Proposal"); and

WHEREAS, staff has recommended that the City negotiate with Landspire Group, LLC for the purpose of establishing the terms and conditions of a disposition and development agreement for the sale of the Property to Landspire Group, LLC and the construction of a housing development on the Property by Landspire Group, LLC which complies with the Proposal and Government Code Section 37364; and

WHEREAS, because the proposed housing development will meet the requirements of Government Code Section 37364, staff has also recommended that the City Council declare the Property to be exempt surplus land pursuant to Government Code Sections 54221(b) and 542321(f)(1)(A); and

WHEREAS, Landspire Group, LLC has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (the "Due Diligence Activities") in connection with the proposed acquisition of the Property by Landspire Group, LLC;

WHEREAS, the City Council and Landspire Group, LLC desire to approve a Right of Entry and Access Agreement to set forth their agreement with respect to the Due Diligence Activities, and the City Council desires to declare the Property exempt surplus land pursuant to Government Code Sections 54221(b) and 54221(f)(1)(A);

WHEREAS, pursuant to the Surplus Land Act Guidelines issued by the California Department of Housing and Community Development ("HCD") to interpret and implement the Act, the City Council's determination that the Property is exempt surplus land must be provided to HCD for its review at least 30 days prior to disposition;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS

SECTION 1. That the above recitals are true and correct and are a substantive part of this Resolution.

SECTION 2. That the City Council hereby finds that the Property is not being used, and is not planned to be used, for City work or operations and is not necessary for the City's use within the meaning of the Act and declares pursuant to Government Code Sections 54221(b) and 54221(f)(1)(A) that the Property is exempt surplus land because the City intends to sell the Property for the development of an affordable housing project on the Property which complies with the requirements of Government Code Section 37364.

SECTION 3. That upon the advice and approval of the City Attorney, the City Manager is hereby authorized to execute and deliver, for and in the name of the City, the Right of Entry and Access Agreement substantially in the form attached hereto as **Exhibit “B”** and incorporated herein by reference, with such non-substantive changes therein as the City Manager may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

SECTION 4. That staff of the City are hereby authorized and directed to submit a copy of this Resolution to HCD in the manner required by HCD.

SECTION 5. That the staff and officers of the City are hereby authorized, jointly and severally, to take any other such actions as they deem necessary or proper to effectuate the purposes of this Resolution, and all actions previously taken are hereby ratified.

SECTION 6. That this Resolution has been reviewed with respect to the applicability of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*) (“CEQA”). The City Council hereby finds this action is statutorily and categorically exempt from CEQA.

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, do hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

AYES: Council Members -
NOES: Council Members -
ABSENT: Council Members -
ABSTAIN: Council Members -

CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Real property in the City of Compton, County of Los Angeles, State of California,
described as follows:

TR=6627 LOTS 10 THRU 24 AND EX OF STS LOT 25 BLK F

APN NUMBER:

6142-006-901

EXHIBIT B
RIGHT OF ENTRY AND ACCESS AGREEMENT

RIGHT OF ENTRY AND ACCESS AGREEMENT

THIS RIGHT OF ENTRY AND ACCESS AGREEMENT (herein called this "Agreement") is made and entered into as of _____, 2023, by the CITY OF COMPTON, a California municipal corporation (herein called "Grantor"), and LANDSPIRE GROUP, LLC, a Nevada limited liability company (herein called "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of the real property more particularly described on Exhibit A, which exhibit is attached hereto and incorporated herein by reference (herein called the "Property");

WHEREAS, Grantor and Grantee contemplate entering into a Disposition and Development Agreement related to the Property;

WHEREAS, Grantee has requested the right of entry upon and access to the Property for the purpose of undertaking tests, inspections and other due diligence activities (herein called the "Due Diligence Activities") in connection with the proposed acquisition by Grantee of the Property;

WHEREAS, Grantor has agreed to grant to Grantee, and Grantee has agreed to accept from Grantor, a non-exclusive, revocable license to enter upon the Property to perform the Due Diligence Activities in accordance with the terms and provisions of this Agreement;

WHEREAS, Grantor and Grantee desire to execute and enter into this Agreement for the purpose of setting forth their agreement with respect to the Due Diligence Activities and Grantee's entry upon the Property.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby covenant and agree as follows:

1. Access by Grantee.

(a) Subject to Grantee's compliance with the terms and provisions of this Agreement, until the earlier to occur of (i) _____, 2023; or (ii) the earlier termination of this Agreement, Grantee and Grantee's agents, employees, contractors, representatives and other designees (herein collectively called "Grantee's Designees") shall have the right to enter upon the Property for the purpose of conducting the Due Diligence Activities.

(b) Grantee expressly agrees as follows: (i) any activities by or on behalf of Grantee, including, without limitation, the entry by Grantee or Grantee's Designees onto the Property in connection with the Due Diligence Activities shall not materially damage the Property in any manner whatsoever or disturb or interfere with the rights or

possession of any tenant on the Property, (ii) in the event the Property is materially altered or disturbed in any manner in connection with the Due Diligence Activities, Grantee shall immediately return the Property to substantially the same condition existing prior to the Due Diligence Activities, and (iii) Grantee, to the extent allowed by law, shall indemnify, defend and hold Grantor harmless from and against any and all claims, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and expenses and court costs) suffered, incurred or sustained by Grantor as a result of, by reason of, or in connection with the Due Diligence Activities or the entry by Grantee or Grantee's Designees onto the Property; provided, however, that in no event shall Grantee be liable for any liabilities, damages, losses, costs or expenses of any kind or nature that relate, directly or indirectly, to (y) consequential or punitive damages or (z) matters that are merely discovered, but not exacerbated, by Grantee. Notwithstanding any provision of this Agreement to the contrary, Grantee shall not have the right to undertake any invasive activities or tests upon the Property, or any environmental testing on the Property beyond the scope of a standard "Phase I" investigation, without the prior written consent of Grantor of a workplan for such "Phase II" or invasive testing. If Grantor does not respond or reject any workplan within ten (10) days of Grantee's delivery of the written workplan proposal to Grantor pursuant to the notice provisions of this Agreement, then Grantor shall be deemed to have approved the submitted workplan and Grantee may proceed with such testing. If Grantor rejects such proposed workplan in whole or in part, then this Agreement shall become null and void at the sole option of Grantee.

2. Lien Waivers. Upon receipt of a written request from Grantor, Grantee will provide Grantor with lien waivers following completion of the Due Diligence Activities from each and every contractor, materialman, engineer, architect and surveyor who might have lien rights, in form and substance reasonably satisfactory to Grantor and its counsel. Grantee hereby indemnifies Grantor from and against any claims or demands for payment, or any liens or lien claims made against Grantor or the Property as a result of the Due Diligence Activities.

3. Insurance. Grantee shall, and shall cause all of Grantee's Designees performing the Due Diligence Activities to, procure or maintain a policy of commercial general liability insurance issued by an insurer reasonably satisfactory to Grantor covering each of the Due Diligence Activities with a single limit of liability (per occurrence and aggregate) of not less than _____ Million Dollars (\$_____), and to deliver to Grantor a certificate of insurance evidencing that such insurance is in force and effect, and evidencing that Grantor has been named as an additional insured thereunder with respect to the Due Diligence Activities. Such insurance shall be maintained in force throughout the term of this Agreement.

4. Successors. To the extent any rights or obligations under this Agreement remain in effect, this Agreement shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

5. Limitations. Grantor does not hereby convey to Grantee any right, title or interest in or to the Property, but merely grants the specific rights and privileges hereinabove set forth.

6. Notices. Whenever any notice, demand, or request is required or permitted under this Agreement, such notice, demand, or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier for next business day delivery, to the addresses set forth below the respective executions of the parties hereof, or to such other addresses as are specified by written notice given in accordance herewith, or shall be transmitted by facsimile to the number for each party set forth below their respective executions hereof, or to such other numbers as are specified by written notice given in accordance herewith. All notices, demands, or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand, or request must be given shall commence to run from the date of receipt of the notice, demand, or request by the addressee thereof. Any notice, demand, or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

7. Assignment. This Agreement may not be assigned by Grantee, in whole or in part.

8. Governing Law. This Agreement shall be construed, enforced and interpreted in accordance with the laws of the State of California.

9. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

10. No Recording of Agreement or Memorandum of Agreement. In no event shall this Agreement or any memorandum hereof be recorded in the Official Records of Los Angeles County, California, and any such recordation or attempted recordation shall constitute a breach of this Agreement by the party responsible for such recordation or attempted recordation.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed and sealed, all the day and year first written above.

GRANTEE:

LANDSPIRE GROUP, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

Address for notices: Landspire Group, LLC
3929 S. Bristol St., Suite 201
Santa Ana, CA 92704
Attn: Joshua Childress, Managing Member
Phone: _____
Fax: _____
Email: _____

With a copy to: _____

Phone: _____

Fax: _____

(Signatures continued)

GRANTOR:

CITY OF COMPTON,
a California municipal corporation

By: _____
Name: Jerry Groomes
Title: City Manager

Address for notices: City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
Attention: Jerry Groomes
Telephone: (310) 605-5585
Email: jgroomes@comptoncity.org

With a copy to: Richards, Watson & Gershon
350 South Grand Avenue, 37th Floor
Los Angeles, California 90071
Attn.: Jim G. Grayson, Esq.
Telephone No.: (213) 626-8484
Facsimile No: (213) 626-0078
Email: jgrayson@rwglaw.com

EXHIBIT A

LEGAL DESCRIPTION

[To be provided]