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

COMPTON CITY COUNCIL
AGENDA
11/21/2023
3:30 PM - WORKSHOP
5:30 PM – PUBLIC MEETING

CITY COUNCIL CHAMBERS
205 S WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

WORKSHOP(S)

CAPITOL IMPROVEMENT PLAN WORKSHOP - City Manager - Jerry Groomes

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. LA COUNTY REGISTRAR RECORDER PRESENTATION - Election Information (City Clerk - Vernell McDaniel)

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. May 23, 2023
   June 6, 2023

REGULAR AGENDA

CITY MANAGER'S REPORT

3. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - 2024 Sacramento Legislative Tour (January 8, 2024 through January 10, 2024) (ACTION ITEM)

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY, A PUBLIC ENTITY FOR THE IMPLEMENTATION AND CONSTRUCTION OF THE ALONDRA GATEWAY PARK AND COMPTON CREEK/ALONDRA BOULEVARD PEDESTRIAN CROSSING IN THE CITY OF COMPTON

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR HOLLYWOOD ELITE SECURITY SERVICES IN THE AMOUNT OF SEVENTY-THOUSAND DOLLARS ($70,000)

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,702 TO ADJUST SEASONAL, HOURLY, AND MISCELLANEOUS CLASSIFICATIONS WAGES AS A RESULT OF THE INCREASE TO THE 2019, 2020, 2021, AND 2022 STATE OF CALIFORNIA MINIMUM WAGE

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($27,300.00)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED TEN THOUSAND FOUR HUNDRED AND NINE DOLLARS ($10,409) FOR HDL'S PAST DUE INVOICES FOR PROFESSIONAL MUNICIPAL TAX AND AUDIT CONSULTING SERVICES RENDERED.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FROM LOW-COST HOUSING FUND BALANCE FOR HOUSING SUCCESSOR AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR APPRAISAL SERVICES FOR HOUSING SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR AN AMOUNT NOT TO EXCEED ELEVEN THOUSAND SEVEN HUNDRED DOLLARS ($11,700.00)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,927, APPROVING AN AMENDMENT TO THE 2023-2024 FISCAL YEAR BUDGET APPROPRIATING THE INCREASE OF REVENUES (2810-000-000-3565) AND INCREASE EXPENDITURES (2810-560-000-4262) AND TO AUTHORIZE THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH CALIFORNIA LABOR SOLUTIONS, LLC FOR PROVIDING ADMINISTRATIVE INVESTIGATION AND RECRUITMENT SERVICES FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/28/2023 5:30 PM
Visit our website at http://www.comptoncity.org

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

CITY OF COMPTON
FIVE YEAR CAPITAL IMPROVEMENT PLAN
2023 - 2028



Projects 2023 – 2024

Please note:
This section will also include projects that will begin in 2023 and end at a later year

PUBLIC WORKS ENGINEERING

PROJECT
Annual Residential Street Rehabilitation Project – Phase 2C

PROJECTED COST
$7,894,997

PROJECT DESCRIPTION
Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loops, adjust to grade existing sewer manholes, water valves, water meters, and storm drain manholes, and such other items or details, not mentioned above, that are required by the plans and standard specifications.

Fiscal Year	Funded	Funding Source
2023-2024	YES	MTA Bond

PROJECT
Annual Residential Street Rehabilitation Project – Phase 2D

PROJECTED COST
$3,326,532

PROJECT DESCRIPTION
Construction of cold mill, ARHM pavement, AC base course, aggregate base, full depth AC slot pavement, curb and gutters, sidewalks, cross gutter, alley intersection, driveway approach, curb ramps, signing, striping, markings, and pavement legends, speed hump, traffic signal loops, adjust to grade existing sewer manholes, water valves, water meters, and storm drain manholes, and such other items or details, not mentioned above, that are required by the plans and standard specifications..

Fiscal Year	Funded	Funding Source
2023-2024	YES	MTA Bond

PROJECT
Wilmington Avenue Pedestrian / Bicycle Improvement Project, Phase II

PROJECTED COST
$15,000,000

PROJECT DESCRIPTION
Pavement rehabilitation, upgrade non-ADA compliant curb ramps, replaced damaged sidewalk, new bus shelters (Rosecrans Avenue – Greenleaf Boulevard), raised median island (Compton Boulevard – Alondra Boulevard), landscaping and irrigation on existing/proposed raised median island and street trees (Rosecrans Avenue – Alondra Boulevard) from Rosecrans Avenue – South City Limits from Rosecrans Avenue to the southern City limits

Funding Amount	Fiscal Year	Funded	Funding Source
7,500,000	2023-2024	PARTIAL	Prop C, Measure R / M, SB1, Earmarked Funds, State Gas Tax
7,500,000	2024-2025	PARTIAL	

PROJECT
Artesia Bridge Repair Project

PROJECTED COST
$5,000,000

PROJECT DESCRIPTION
The Project will replace the existing, fire-damaged Span 10 portion of the Artesia Boulevard Bridge because of the severity of the fire damage to the steel girder members and their connections. A replacement in-kind concept with steel girders shall consist of replacing the existing damaged structure with similar components involving the use of a steel superstructure with rolled girders including a security wall installation on the north and south sides of the bridge

Fiscal Year	Funded	Funding Source
2023-2024	YES	AB179

PROJECT
Road Repair service project VII-XI*
(Breakdown of streets listed under Public Works Street)

PROJECTED COST
$20,000,000

PROJECT DESCRIPTION
Pavement Repairs such as grind and overlay rehabilitation methods on designated city streets

Funding Amount	Fiscal Year	Funded	Funding Source
$4,000,000	2023-2024	YES	General Fund / Measure P
$4,000,000	2024-2025	YES	General Fund / Measure P
$4,000,000	2025-2026	YES	General Fund / Measure P
$4,000,000	2026-2027	YES	General Fund / Measure P
$4,000,000	2027-2028	YES	General Fund / Measure P

PROJECT
Compton Boulevard Et. Al

PROJECTED COST
$3,000,000

PROJECT DESCRIPTION

The Compton Boulevard, et al. Project (Project) includes constructing roadway improvements by cold milling and resurfacing the existing asphalt pavement; constructing or modifying curb ramps and curb drains at various locations; sidewalk reconstruction and repair; parkway improvements and tree planting opportunities; wayfinding signage to connect pedestrians to Los Angeles River; and installing new traffic striping and pavement markings where necessary at various locations in accordance with the current Standard Plans for Public Works Construction and the Standard Specifications for the Public Works Construction.

Fiscal Year	Funded	Funding Source
2023-2024	YES	STPL-LA County

PROJECT
Pearl Avenue Sewer replacement

PROJECTED COST
$10,000,000

PROJECT DESCRIPTION
Reconstruct and lining of 12" – 24" sewer pipes

Funding Amount	Fiscal Year	Funded	Funding Source
$150,000	2023-2024	PARTIAL	Sewer Bond
$5,000,000	2024-2025	PARTIAL	Sewer Bond
$4,850,000	2025-2026	PARTIAL	Sewer Bond

PROJECT
Wilmington Avenue Regional Bikeway Corridor

PROJECTED COST
$1,380,000

PROJECT DESCRIPTION
This project will provide bicycle elements including Class II bike lanes, pedestrian lighting and missing sidewalk gaps in order to provide safe travel for pedestrians and bicyclists

Fiscal Year	Funded	Funding Source
2023-2024	YES	Metro-Earmark

PROJECT
Compton fire stations No. 1 through 4 driveways and apron improvement project

PROJECTED COST
$1,040,310

PROJECT DESCRIPTION

Sawcut, remove and dispose of existing concrete slab, driveway, sideway, and construct 8" thick PCC slab.

Fiscal Year	Funded	Funding Source
2023-2024	YES	American Rescue Funds

PROJECT
Pedestrian Head Replace Project

PROJECTED COST
$247,000

PROJECT DESCRIPTION
Pedestrian countdown head at signalized 15 intersections

Fiscal Year	Funded	Funding Source
2023-2024	YES	HSIP cycle 8

PROJECT
Alondra Gateway Project

PROJECTED COST
$3,000,000

PROJECT DESCRIPTION
The development comprised of a park and open space along the Compton Creek

Fiscal Year	Funded	Funding Source
2023-2024	YES	Rivers Mountain Conservancy Grant

PUBLIC WORKS STREET MAINTENANCE

PROJECT
Road Repair service project VII-XIII*

PROJECTED COST
$20,000,000

PROJECT DESCRIPTION
Pavement Repairs such as grind and overlay rehabilitation methods on designated city streets

Project Cost	Fiscal Year	Funded	Funding Source
$4,000,000	2023-2024	YES	General Fund / Measure P
$4,000,000	2024-2025	YES	General Fund / Measure P
$4,000,000	2025-2026	YES	General Fund / Measure P
$4,000,000	2026-2027	YES	General Fund / Measure P
$4,000,000	2027-2028	YES	General Fund / Measure P

ROAD REPAIR PHASE VII (FY 23-24)

Street	From	To
129TH Street	Grandee Ave	End of Cul-De-Sac
131st Street	Central Ave	Parmelee Ave
132nd Street	Central Ave	Parmelee Ave
133rd Street	Parmelee Ave	Kalsman Ave
Muriel Ave	Elizabeth Street	Marcelle Street
Broadacres Ave	Spruce Street	Poplar Street

ROAD REPAIR PHASE VIII (FY 23-24 | 24-25)

Street	From	To
FY 2023 – 2024		
Gibson Ave	McMillan Street	Olanda Street
Killen Place	Bradfield Ave	Ward Ave
Killen Place	Bradfield Ave	Loucst Ave
Killen Court	Killen Pl	End of Cul-De-Sac
Ezmirlian Street	Long Beach Blvd	Bullis Rd
500 Albertson Ave	Spruce Street	145th Street
154th Street	Central Ave	Stanford Ave
Amantha Ave	154th Street	159th Street
157th Street	Amantha Ave	Keene Ave
158th Street	Amantha Ave	Keene Ave
Rose Ave	Compton Blvd	Cypress Street
Glady Street	Willow Ave	End of Cul-De-Sac
FY 2024 – 2025		
133rd Street	Parmelee Ave	Kalsman Ave
134th Street	Central Ave	Parmelee Ave
134th Street	Salinas Ave	Bahama Ave
Piru Street	Central Ave	Elva Ave

136th Street	Central Ave	Elva Ave
Cypresss Street	Willow Ave	Santa Fe Ave
Cypress Street	Willowbrook Ave	Tamarind Ave

ROAD REPAIR PHASE IX (FY 24-25 | 25-26)

Street	From	To
FY 2024 – 2025		
Bullis Road	Orchard Street	City Limit North
Locust Ave	Killen Pl	McMillan Street
Pine Street	Bullis Rd	McMillan Street
Orchard Street	Pannes Ave	Thorson Ave
Stockton Street	Ward Ave	Pannes Ave
159th Street	Amantha Ave	Keene Ave
McKinley Ave	Laude Street	Caldwell Street
Tichenor Street	Northwood Ave	Hillford Ave
Bennett Street	Hartlan Ave	Grandee Ave
Harlan Ave	Bennett Street	166th Street
Cocoa Street	Santa Fe Ave	End of Cul-De-Sac
Laurel Street	Chester Ave	Burris Ave
Pearl Ave	Compton Blvd	Myrrh Street
FY 2025 – 2026		
137th Street	Central Ave	Elva Ave
138th Street	Central Ave	Elva Ave
Central Ave Frontage Rd	Piru Street	South City Limits
Central Ave Frontage Rd	Sam Littleton Street	North City Limits
Salinas Ave	134th Street	Sam Littleton Street
Pearl Ave	Alondra Blvd	Greenleaf Blvd
Mayo Ave	Compton Blvd	Laurel Street

ROAD REPAIR PHASE X (FY 25-26 | 26-27)

Street	From	To
FY 2025 – 2026		
Pannes Ave	Orchard Street	Pine Street
Castlegate Ave	McMillan Street	North City Limits
Olanda Street	West City Limits	Stoneacres Ave
Stoneacres Ave	Olanda Street	East City Limits
McMillan Street	West City Limits	East City Limits
Barclay Ave	Cypress Street	156th Street
Hillford Ave	Reeve Street	Tichenor Street
Rose Ave	Compton Blvd	Laurel Street
Claude Street	Clymar Ave	Amantha Ave
Raymond Street	Aprilia Ave	Amantha Ave
Mayo Ave	Caldwell Street	Greenleaf Blvd
Caldwell Street	East County Line	End of Cul-De-Sac
Bennett Street	Chester Ave	East County Line
FY 2026 – 2027		
California Ave	Caldwell Street	Greenleaf Blvd

Burris Ave	Caldwell Street	Greenleaf Blvd
Standford Ave	139th Street	Rosecrans Ave
Nestor Ave	133rd Street	End of Cul-De-Sac
Kalsman Ave	134th Street	End of Cul-De-Sac
Sprague Street	Kalsman Ave	End of Cul-De-Sac
Tajauta Ave	137th Street	South City Limit
Halo Dr	Manette Place Loop	Manette Place Loop

ROAD REPAIR PHASE XI (FY 26-27)

Street	From	To
Reeve Street	Aprilia Ave	Central Ave
Tichenor Street	Aprilia Ave	Amantha Ave
Evarg Ave	Tichenor Street	Caldwell Street
Keene Ave	Tichenor Street	Caldwell Street
Amantha Ave	Reeves Street	Caldwell Street
Temple Ave	Crane Street	Long Beach Blvd
Elizabeth Street	Long Beach Blvd	East County Line

ROAD REPAIR PHASE XII (FY 27-28)

Street	From	To
Alley	Reeve Street	Caldwell Street
Aprilia Ave	Claude Street	Bennett Street
Bennett Street	Aprilia Ave	End of Cul-De-Sac
Bennett Street	Chester Ave	East County Line
California Ave	Cadwell Street	Greenleaf Blvd

ROAD REPAIR PHASE XIII (FY 28-29)

Street	From	To
129TH Street	Grandee Ave	End of Cul-De-Sac
131st Street	Central Ave	Parmelee Ave
132nd Street	Central Ave	Parmelee Ave
133rd Street	Parmelee Ave	Kalsman Ave
Muriel Ave	Elizabeth Street	Marcelle Street
Broadacres Ave	Spruce Street	Poplar Street

RECREATION

PROJECT
Park Playground Replacement Project

PROJECTED COST
$334,940

PROJECT DESCRIPTION
The project for the renovation and restoration of Kelly park will involve the installation of new 2-5-year-old playground and the installation of a new 5-12-year-old playground.

Fiscal Year	Funded	Funding Source
2023-2024	YES	CDBG Funding (Per-Capita Funding)

PROJECT
Gonzalez Park and Pool Renovation

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
The project to renovate Gonzalez Park and Pool will directly impact the kiddy pool, the lifeguard locker rooms, play equipment, showers and indoor restroom facilities. There will be new circulation pumps, boilers, sand filters, and the replacement of the kiddy pol play equipment. The park main indoor restroom facilities, lifeguard station, locker rooms and shower facilities will all be refurbished.

Fiscal Year	Funded	Funding Source
2023-2024	YES	Measure A

PROJECT
Leuders Park & Pool

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
The project to renovate Leuders Park and Pool will directly impact the pool, pump room, storage room and the gymnasium. The pools leak will be repaired, the pool will be plastered, and there will be new anti-entrapment drain covers installed. The pump room and pool exterior doors will be replaced. The disinfectant storage containers will be upgraded and new spill proof containment. The gym floor and lighting therein will also be refurbished and upgraded.

Fiscal Year	Funded	Funding Source
2023-2024	YES	Measure A

WATER DEPARTMENT

PROJECT
Cesar Chavez / MLK Monument

PROJECTED COST
$50,000

PROJECT DESCRIPTION
Clean up and add a water conservation plant / greenspace area. Add plaques to the area.

Fiscal Year	Funded	Funding Source
2023-2024	PARTIAL	MWD $33,000
2023-2024	PARTIAL	Water Enterprise Fund $17,000

PROJECT
GIS System

PROJECTED COST
$300,000

PROJECT DESCRIPTION
GIS System for Water and all Public Works including Street, Sewer, Engineering, General Services, IT Servers, Wi-Fi and computers / laptops

Fiscal Year	Funded	Funding Source
2023-2026	YES	Water Enterprise Fund

PROJECT
Well 11 Rehabilitation Project

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
Well rehab will consist of electrical MCC cabinets, chemical room with new tanks, well housing building, fencing, asphalt, lighting for safety, SCADA, security, piping, chloramine system as a backup ammonia and chlorine injection, with all new analyzers and chemical feed pumps for chlorine

Fiscal Year	Funded	Funding Source
2023-2027	YES	ARPA

PROJECT
Well 13 Rehabilitation Project

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
Well rehab will consist of electrical MCC cabinets, chemical room with new tanks, well housing building, fencing, asphalt, lighting for safety, SCADA, security, piping, chloramine system as a backup ammonia and chlorine injection, with all new analyzers and chemical feed pumps for chlorine

Fiscal Year	Funded	Funding Source
2023-2027	YES	ARPA

PROJECT
Well 15 Rehabilitation Project

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
Well rehab will consist of electrical MCC cabinets, chemical room with new tanks, well housing building, fencing, asphalt, lighting for safety, SCADA, security, piping, chloramine system as a backup ammonia and chlorine injection, with all new analyzers and chemical feed pumps for chlorine

Fiscal Year	Funded	Funding Source
2023-2027	YES	ARPA

PROJECT
Well 17 Rehabilitation Project

PROJECTED COST
$1,750,000

PROJECT DESCRIPTION
Well rehab will consist of electrical MCC cabinets, chemical room with new tanks, well housing building, fencing, asphalt, lighting for safety, SCADA, security, piping, chloramine system as a backup ammonia and chlorine injection, with all new analyzers and chemical feed pumps for chlorine

Fiscal Year	Funded	Funding Source
2023-2027	YES	ARPA

PROJECT
Well 20 Rehabilitation Project

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
Well rehab will consist of chemical room, building, fencing, asphalt, lighting, SCADA, security, piping, chloramine system as a backup ammonia and chlorine injection, with all new analyzers and chemical feed pumps for chlorine.

Fiscal Year	Funded	Funding Source
2023-2027	YES	ARPA

PROJECT
Well Rehabilitation and Treatment Plan Project for Wells 16 – 18 – 19

PROJECTED COST
$5,300,000

PROJECT DESCRIPTION
Water Treatment Plant for PFAS and 1-4 Dioxane to including building M fencing, Chemical building, SCADA, security lighting, asphalt, include chloramine system as back up and automatic transfer switches with generators.

Funding Amount	Fiscal Year	Funded	Funding Source
$1,000,000	2023-2024	YES	WRD
$4,300,000	2024-2024	YES	WRD

PROJECT
Tank Farm Reservoir Location Upgrades

PROJECTED COST
$2,750,000

PROJECT DESCRIPTION
Asphalt paving and drainage gutter 60, 100 sf. Repair seismic valve and actuator near west valve, replace sliding level indicators and add CLA Valve, paint and refurbish tanks and replace old ladders with new safety stairs.

Fiscal Year	Funded	Funding Source
2023-2024	YES	ARPA

PROJECT
Static Mixer Upgrades Electrical

PROJECTED COST
$265,000

PROJECT DESCRIPTION
Electrical upgrades to accommodate the installation of static water mixers at reservoirs to improve water quality.

Fiscal Year	Funded	Funding Source
2023-2024	YES	ARPA

PROJECT
CLA VALVE Maintenance Program

PROJECTED COST
$35,000

PROJECT DESCRIPTION
Maintenance program on a every other year basis, 2023-2024 / 2025-2026 / 2027-2028

Fiscal Year	Funded	Funding Source
2023-2028	YES	Water Enterprise Fund

PROJECT
SCADA Upgrades

PROJECTED COST
$2,500,000

PROJECT DESCRIPTION
SCADA Upgrades to all sites and MWD – with ethernet radios and other well sites including reservoir locations

Funding Amount	Fiscal Year	Funded	Funding Source
$1,000,000	2023-2024	YES	ARPA
$1,000,000	2024-2025	YES	ARPA
$500,000	2025-2026	YES	ARPA

PROJECT
Annual Well and Booster Rehabilitation Programs

PROJECTED COST
$400,000

PROJECT DESCRIPTION
Annual on-going Well and Booster Rehabilitation Program

Funding Amount	Fiscal Year	Funded	Funding Source
$400,000	2023-2024	YES	ARPA
$400,000	2024-2025	YES	ARPA
$400,000	2025-2026	YES	ARPA
$400,000	2026-2027	YES	ARPA
$400,000	2027-2028	YES	ARPA

PROJECT
New Water Department Field Vehicles – Production Section

PROJECTED COST
$400,000

PROJECT DESCRIPTION
Additions to fleet to cover staff needs. Replacements of old and unsafe vehicle conditions – personnel having to use passenger doors to gain entry to vehicles.

Funding Amount	Fiscal Year	Funded	Funding Source
$200,000	2023-2024	YES	Water Enterprise Fund
$200,000	2024-2025	YES	Water Enterprise Fund

PROJECT
New Water Department Field Vehicles – Distribution Section

PROJECTED COST
$600,000

PROJECT DESCRIPTION
Replacement of old and unsafe vehicles

Funding Amount	Fiscal Year	Funded	Funding Source
$200,000	2023-2024	YES	Water Enterprise Fund
$200,000	2024-2025	YES	Water Enterprise Fund
$200,000	2025-2026	YES	Water Enterprise Fund

PROJECT
New Water Department Field Vehicles – Meter Reading Section

PROJECTED COST
$400,000

PROJECT DESCRIPTION
Replacement of old and unsafe vehicle conditions

Funding Amount	Fiscal Year	Funded	Funding Source
$200,000	2023-2024	YES	Water Enterprise Fund
$200,000	2024-2025	YES	Water Enterprise Fund

PROJECT
Towable Trailer

PROJECTED COST
$20,000

PROJECT DESCRIPTION
Towable trailer needed to load up cutting walk behind saw (Husqvarna 3' deep cutting walk behind saw)

Fiscal Year	Funded	Funding Source
2023-2024	YES	Water Enterprise Fund

PROJECT
Mini Excavator – Distribution Section

PROJECTED COST
$100,000

PROJECT DESCRIPTION
Mini Excavator for distribution section to help ex cavate during emergency and routine repairs

Fiscal Year	Funded	Funding Source
2023-2024	YES	Water Enterprise Fund

PROJECT
250 Fire Hydrant Guard

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
250 Fire Hydrant Guard additions to help conserve water when fire hydrants are hit to automatically stop flor from hit hydrant

Funding Amount	Fiscal Year	Funded	Funding Source
$250,000	2023-2024	YES	ARPA
$250,000	2024-2025	YES	ARPA
$250,000	2025-2026	YES	ARPA
$250,000	2026-2027	YES	ARPA

GENERAL SERVICES

PROJECT
Burrell/McDonald Park Renovations

PROJECTED COST
$229,000

PROJECT DESCRIPTION
Replace the aging roofing and skylights, install new drip edge, felt, starter strip, shingles and ridge cap. Tear down old roofing system, replace any damaged plywood. Demo and replace two (2) HVAC units, with two (2) new energy efficient units. Paint exterior walls, doors, and trim. Paint interior walls, surface and ceilings. Restroom renovations for toilets, sloan valves, sinks and faucets, urinals, and toilet partitions.

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund

PROJECT
Kelly Park Renovations

PROJECTED COST
$59,000

PROJECT DESCRIPTION
Replace three (3) HVAC units with three (3) energy efficient units. Paint exterior paintable surfaces (walls, trim, doors), and paint interior paintable surfaces (walls, door, trim, ceiling). Restroom renovations, replacing toilets, sloan valves, sinks, faucets, urinal, and partitions.

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund

PROJECT
Leuders Park Renovations

PROJECTED COST
$49,000

PROJECT DESCRIPTION
Demo and replace HVAC unit with an energy efficient unit. Interior and exterior paint of wall surface, exterior walls, doors, trim and ceilings. Skylight replacement with new energy efficient sky lights.

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund

PROJECT

Heritage House Restoration

PROJECTED COST
$300,000

PROJECT DESCRIPTION
Restore this city monument with like material. Restore roofing, flooring, paint, siding, decking. Paint and reconstruct the damaged front porch and rear steps

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund / CDBG

PROJECT
City Hall / Council Chambers

PROJECTED COST
$440,000

PROJECT DESCRIPTION
Exterior paint of city hall, exterior column repairs. Restroom renovations (sinks, toilets, faucets, sloan valves, paper dispensers). Breakroom renovations (stove, microwave, furniture).

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund

PROJECT
Fire Alarm System Replacement (City Hall)

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
Fire Alarm system overhaul of the non-working, out of date system. This will bring the fire alarm system up to current code requirements (adding strobes, alarms, manual levers, etc.)

Fiscal Year	Funded	Funding Source
2023-2024	YES	ARPA

PROJECT
General Services Yard - HVAC

PROJECTED COST
$20,000

PROJECT DESCRIPTION
Demo and replace five (5) HVAC units with new energy efficient systems

Fiscal Year	Funded	Funding Source

2023-2024	YES	General Fund

PROJECT
Gonzalez Park Re-painting

PROJECTED COST
$17,000

PROJECT DESCRIPTION
Painting both interior and exterior paintable surfaces. Exterior wall, interior wall surface and ceilings.

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund

PROJECT
Fire Station #1 Renovations

PROJECTED COST
$195,000

PROJECT DESCRIPTION
All restroom renovations (new toilets, sinks, countertops, partitions), dorm and locker room aging tile replacement. Replacement of HVAC system with new energy efficient system. Parking lot lighting upgrade to an energy efficient system.

Fiscal Year	Funded	Funding Source
2023-2024	YES	ARPA Fund / General Fund

PROJECT
Fire Station #3 Renovations

PROJECTED COST
$140,000

PROJECT DESCRIPTION
Dorm renovations replacing all aging carpet, new roofing for deck area. Parking lot lighting upgrade to an energy efficient system

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund / ARPA Funding

PROJECT
Fire Station #4 Renovations

PROJECTED COST
$135,000

PROJECT DESCRIPTION

All restroom renovations, sinks toilets, countertops. Upgrading and renovating all dorm and hallway lighting to more energy efficient options, windows and sliding doors, and HVAC system replacement to a new energy efficient unit. Kitchen renovation, upgrading appliances and interior painting of wall surfaces and ceiling.

Fiscal Year	Funded	Funding Source
2023-2024	YES	General Fund / ARPA Funding

Projects 2024 – 2028

Please note:
This section will include projects that are started in 2024 or later:
2024 – 2025 – 2026 – 2027 – 2028

PUBLIC WORKS ENGINEERING

PROJECT
Compton Boulevard Street Improvement Project

PROJECTED COST
$30,000,000

PROJECT DESCRIPTION
The projects proposed improvements will focus primarily on improving safety through roadway paving which is in poor condition as well as improving raised medians, islands, adding Class II cycle lanes, enhancing pedestrian crossings, improving parkways, sidewalks and curb ramps which do not meet ADA standards.

Funding Amount	Fiscal Year	Funded	Funding Source
15,000,000	2025-2026	PARTIAL	HSIP, MTA Bond, Prop C, SB1, Measure M & R
15,000,000	2026-2027	PARTIAL	

PROJECT
Compton Creek Regional Bikeway

PROJECTED COST
$2,340,206

PROJECT DESCRIPTION
The project will include the development and rehabilitation of Compton Creek Regional Bike path including the installation of solar powered path and security lighting, striping, wayfinding, and directional signage and safety street crossing equipment.

Fiscal Year	Funded	Funding Source
2025-2026	YES	Metro

PROJECT
Compton Boulevard Over Compton Creek Bridge Replacement Project

PROJECTED COST
$8,500,000

PROJECT DESCRIPTION
Replacement of bridge over Compton Creek

Fiscal Year	Funded	Funding Source
2024-2025	YES	STPL – LA County

PROJECT
Wilmington Boulevard Over Compton Creek Bridge Replacement Project

PROJECTED COST
$7,000,000

PROJECT DESCRIPTION
Replacement of bridge over Compton Creek

Fiscal Year	Funded	Funding Source
2025-2026	YES	STPL – LA County

PROJECT
Compton Creek Regional Bikeway Project

PROJECTED COST
$2,270,000

PROJECT DESCRIPTION
The project will include the development and rehabilitation of Compton Creek Regional Bike Path. Including the installation of solar powered path and security lighting, striping, wayfinding, and directional signage and safety street crossing equipment.

Fiscal Year	Funded	Funding Source
2025-2026	YES	Metro-Earmark

PROJECT
Design & Construction of Two Bicycle Bridges along Compton Creek

PROJECTED COST
$2,035,000

PROJECT DESCRIPTION
This project would provide adequate safety to bicyclists traveling along Compton Blvd to connect with the proposed Compton Blvd Class II bike lanes and the Compton Creek bike path

Fiscal Year	Funded	Funding Source
2024-2025	YES	Metro-Earmark

PROJECT
Central Avenue Regional Commuter Bikeway Project

PROJECTED COST
$1,439,017

PROJECT DESCRIPTION
Enhances safety / improves non-motorized transportation travels along Central Avenue from El Segundo Blvd. to Kona Dr.

Fiscal Year	Funded	Funding Source
2024-2025	YES	Metro-Earmark

PROJECT
I-710 Integrated Corridor Management Project

PROJECTED COST
$50,000

PROJECT DESCRIPTION
Install vulnerable road users on Hunsaker Ave / Alondra Blvd. and red-light warning systems at Atlantic Blvd. & Alondra Blvd and Atlantic Blvd & Rosecrans Ave.

Fiscal Year	Funded	Funding Source
2024-2025	YES	Metro

PROJECT
SR 91 FWY Urban Greening

PROJECTED COST
$3,000,000

PROJECT DESCRIPTION
The planting of carbon sequestering trees and shrubs to reduce greenhouse gases, install bioswales for stormwater capture before storm waters reach the Compton Creek, and create a water retention filtration system to facilitate ground water recharge. The project area includes the Alameda Street State Route 91 on/off ramp and adjacent to the Compton Creek.

Fiscal Year	Funded	Funding Source
2024-2025	YES	Urban Greening Grant / Measure W

PROJECT
State Route 91 Fwy Project

PROJECTED COST
$50,000,000

PROJECT DESCRIPTION
Improve a portion of SR-91 Freeway between Central Ave and Acacia Ct.

Fiscal Year	Funded	Funding Source
2026-2027	YES	Metro

PROJECT
Center Avenue Storm Drain

PROJECTED COST
$10,000,000

PROJECT DESCRIPTION
The project will extend and expand the existing drainage system with construction of catch basis, later line, and gravity main. Also, low impact development CMP's will be installed, yielding multi-benefits that will improve water quality, water resilience and watershed protection to the adjacent Compton Creek.

Funding Amount	Fiscal Year	Funded	Funding Source
$1,000,000	2024-2025	YES	STPL – LA County
$9,000,000	2025-2026	YES	STPL – LA County

WATER DEPARTMENT

PROJECT
New Utility Billing System

PROJECTED COST
$2,500,000

PROJECT DESCRIPTION
Replace Billing System and / or get upgrades to current system

Fiscal Year	Funded	Funding Source
2026-2027	YES	Water Enterprise Fund

PROJECT
Water Rate & Fee Study

PROJECTED COST
$35,000

PROJECT DESCRIPTION
Water Rate * Fee Study to help fund future capital improvement projects.

Fiscal Year	Funded	Funding Source
2025-2026	YES	Water Enterprise Fund

PROJECT
New Water Department Building and Storage Facility at Yard

PROJECTED COST
$2,000,000

PROJECT DESCRIPTION
Preplace old deteriorating water building and storage facility at the yard.

Fiscal Year	Funded	Funding Source
2024-2025	NO	Water Enterprise Fund
2025-2026	NO	Water Enterprise Fund

PROJECT
Land Acquisition for New Water Well

PROJECTED COST
$1,000,000

PROJECT DESCRIPTION
Acquire land to place new well

Fiscal Year	Funded	Funding Source
2027-2028	YES	Water Enterprise Fund

PROJECT
New Water Well

PROJECTED COST
$4,000,000

PROJECT DESCRIPTION
New water well to increase flow and water quality and improve source of supply.

Fiscal Year	Funded	Funding Source
2027-2028	YES	Water Enterprise Fund

PROJECT
Automated Metering Infrastructure Reading System

PROJECTED COST
$3,000,000

PROJECT DESCRIPTION
Automated meter reading system with meters.

Fiscal Year	Funded	Funding Source
2025-2026	YES	Water Enterprise Fund

PROJECT
New Generators for Wells 18 & 19

PROJECTED COST
$300,000

PROJECT DESCRIPTION
Purchase of 2 New Generators for Wells 18 & 19 with automatic transfer switches

Fiscal Year	Funded	Funding Source
2025-2026	YES	Water Enterprise Fund

PROJECT
Addition of Automatic Transfer Switch – Well 18 & 19

PROJECTED COST
$175,000

PROJECT DESCRIPTION
Addition of automatic transfer switch to location of well 18 & 19

Fiscal Year	Funded	Funding Source
2024-2025	YES	Water Enterprise Fund

PROJECT
Interconnection Rehabs

PROJECTED COST
$2,000,000

PROJECT DESCRIPTION
Upgrade system to allow (2-way flow) inlet and outlet flow for emergency purposes.

Fiscal Year	Funded	Funding Source
2026-2027	YES	Water Enterprise Fund

PROJECT
Fire Pumper with towable trailer

PROJECTED COST
$75,000

PROJECT DESCRIPTION
Fire pumper with towable trailer for production section. To be used for emergency water pressure needs.

Fiscal Year	Funded	Funding Source
2027-2028	YES	Water Enterprise Fund

PROJECT
Tank Farm Booster Station

PROJECTED COST
$2,000,000

PROJECT DESCRIPTION
Booster Station addition at reservoir location to improve system pressure and water quality.

Fiscal Year	Funded	Funding Source
2025-2026	YES	ARPA / Water Enterprise Fund

PROJECT
Locating Services

PROJECTED COST
$45,000

PROJECT DESCRIPTION

Locating services pipe services to help locate and GIS buried pipelines leaving reservoir to Wilmington to 91 fwy east and west side of tanks to help improve maps

Fiscal Year	Funded	Funding Source
2027-2028	YES	Water Enterprise Fund

GENERAL SERVICES

PROJECT
Old Dollarhide

PROJECTED COST
$200,000

PROJECT DESCRIPTION
Lower roof replacement

Fiscal Year	Funded	Funding Source
2024-2025	YES	General Fund

PROJECT
Career-Link

PROJECTED COST
$270,000

PROJECT DESCRIPTION
Replacement of six (6) HVAC units with energy efficient models. Restroom and break room renovations. Installation of visitor directional signage.

Funded Amount	Fiscal Year	Funded	Funding Source
$210,000	2024-2025	YES	Insurance Claim
$60,000	2024-2025	YES	General Fund

PROJECT
600 Bullis Road

PROJECTED COST
$80,000

PROJECT DESCRIPTION
Small roof replacement and skylight replacement. Install new drip edge, felt, starter strip, shingles and ridge cap

Fiscal Year	Funded	Funding Source
2025-2026	YES	General Fund

PROJECT
Water Yard

PROJECTED COST
$139,000

PROJECT DESCRIPTION

Exterior and interior paint (walls, doors and trim). Roof replacement, new carpet and window replacement with energy efficient windows.

Fiscal Year	Funded	Funding Source
2025-2026	YES	ARPA / Water Enterprise Fund / General Fund

PROJECT
Community Improvement Services

PROJECTED COST
$110,000

PROJECT DESCRIPTION
Replacement of aging HVAC system with new energy efficient system. Restroom renovations and roof replacement.

Fiscal Year	Funded	Funding Source
2025-2026	YES	ARPA / General Fund

MAY 23, 2023

The Closed Session Compton City Council meeting was called to order at 4:33 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 *(Entered the meeting at 4:43 p.m.)*
L. Darden ***(****Entered the meeting at 4:41 p.m.)*

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

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

On motion by Duhart, seconded by Bowers, the 2023-2024 Fiscal Year Budget Workshop was declared open by the following vote on roll call:

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

The following Departments presented a detailed list of their core functions and 2023/2024 Fiscal Year Budget:

City Attorney
City Clerk
City Controller
Human Resources
Fire Department
Parks and Recreation
Public Works
Community Improvement Services (Code Enforcement)
Community Development
City Manager

(The City Council held a brief recess from 6:52 p.m. until 7:11p.m.)

On motion by Spicer, seconded by Darden convened at 7:11 p.m.)

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION: MENTAL HEALTH AWARENESS, CHAMPIONS OF CARING CONNECTIONS & TOWER OF FAITH - Mayor Sharif

The Mayor and City Council presented a commendation to Champions of Caring Connection and the Tower of Faith Church recognizing Mental Health Awareness Month and honoring the organizations for their dedication to the community and for raising awareness of the importance of maintaining good mental health.

The leadership and commitment of the Executive Director and the Board of Directors is one of compassion and caring and is demonstrated by their visibility in the community to meet the needs of homeless, low-income families and children.

Betty Randle, founder of Champions of Connection, is committed to working with families without a home. Ms. Randle announced that Tower of Faith will be hosting an event to provide mental health resources to the community on June 10, 2023, from 9:00 a.m. to 2:00 p.m. at 4323 E. Rosecrans Avenue, Compton. Ms. Randle encouraged the residents to visit: takeactionlacounty.org.

The Mayor and City Council recognized May as Mental Health Awareness Month and thanked Ms. Randle for her dedicated service to the citizens of Compton.

5:35 P.M. PUBLIC HEARING: TO ADOPT THE FINAL ENGINEER'S REPORT FOR THE CITY OF COMPTON LIGHTING AND LANDSCAPE ASSESSEMENT DISTRICT NO.1

On motion by Spicer, seconded by Darden, the public hearing was declared open at 7:18 p.m. by the following vote on roll call:

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

John Strickland, Public Works, commented that at the City Council meeting held on May 2, 2023, the City Council adopted resolutions initiating proceedings, accepting the Preliminary Engineer's report declaring its intent to levy and collect assessments and charges, and appoint a time and place for hearing protests for the Lighting and Landscape District No. 1 Charges for Fiscal Year 2023/2024. Mr. Strickland then indicated that this public hearing is the time and place to hear comments regarding the levy and assessment.

Mr. Strickland further indicated that these funds are required to operate the street lighting and landscaping in the City of Compton for fiscal year 2023/2024. Therefore, in order to approve the Engineer's Report of Willdan Financial Services for the City of Compton's Lighting and Landscape Assessments District No. 1 charges for Fiscal Year 2023/2024, City Council authorization is necessary.

Mr. Strickland concluded that if approved, the resolution on the agenda will approve the Engineer's Report for the Lighting and Landscape Assessment District No. 1 Charges for Fiscal Year 2023/2024.

AUDIENCE COMMENTS REGARDING THE PUBLIC HEARING

Robert Ray commented that there are 10 street light poles on Alondra Boulevard that have been knocked down and not replaced for the last 20 years. Mr. Ray further commented that the weeds and tall grass in the City's medians and questioned why the residents are being assessed for lighting and landscaping and how the funds are being used.

Gilda Blueford raised concerns that there are no streetlights on the east side Central Avenue between Alondra and Rosecrans Avenue and added that the only streetlights are managed by Los Angeles on the County side across the street. Ms. Blueford then questioned whether future development plans include improved streetlighting for the entire City.

Miller Martin stated that the very tall grass and weeds on Rosecrans Avenue must be addressed. And further commented that the City needs a crew of workers to address litter and graffiti removal.

Katherine King addressed the excessive weeds and homelessness at the public parks.

Lynn Boone questioned if the dollar amount for the assessments have increased and further asked which areas will be addressed.

Mark Smith commented on the lack of adequate street lighting in the City.

Missy Barber commented on the lack of adequate light on Central Avenue and in her residential neighborhood.

Mr. Strickland commented that the assessment fees will remain the same.

There being no further comments, Councilmember Duhart offered a motion to close the public hearing. The motion was seconded by Darden and the public hearing was closed at 7:37 p.m. by the following vote on roll call:

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

5:45 P.M. PUBLIC HEARING TO ADOPT THE FINAL ENGINEER'S REPORT FOR THE CTY OF COMPTON SEWER SERVICE CHARGES

On motion by Darden, seconded by Duhart, the public hearing was declared open at 7:45 p.m. by the following vote on roll call:

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

John Strickland, Public Works Project Manager, offered the staff report and stated that at the City Council meeting held on April 25, 2023, the City Council adopted resolutions Initiating Proceedings, Accepting the Preliminary Engineer's Report, declaring its intent to levy and collect assessments and charges, and appoint a time and place for hearing protests for the Sewer Service Charges for Fiscal Year 2023/2024.

Mr. Strickland then indicated that these funds are required to operate the sewer collection system in the City of Compton for fiscal year 2023/2024. Therefore, City Council's authorization is necessary to approve the Engineer's Report of Willdan Financial Services for the City of Compton's Sewer Service Charges for Fiscal Year 2023/2024.

Furthermore**,** there will be no impact to the General Fund. These assessments are collected for the City by the County Tax Collector, and usually nets the City of Compton approximately $914,586. The fund will benefit the Sewer Enterprise Fund and Staff recommends approval of the attached resolution.

AUDIENCE COMMENTS REGARDING THE PUBLIC HEARING

Robert Ray commented that the roots from a large City tree clogged his sewer line pipes and further stated that he has submitted a claim for damages. Mr. Ray urged the City to not plant trees near sewer lines and noted that each house needs their own separate sewer line.

Brook McDuffy discussed the strange odor emitting from the sewer lines, and further discussed the lack of adequate water drainage and other debris in the City's gutters.

Miller Martin urged the Council to develop a plan to address the clogged sewer system.

Lynn Bone questioned why Mr. Strickland is performing the presentation and noted that Willdan should be held responsible for offering a power point presentation explaining their services to the residents.

There being no further comments, Councilmember Darden moved that the hearing be closed. The motion was seconded by Spicer, and the public hearing was closed at 7:59 p.m. by the following vote on roll call:

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray discussed the street food vendors and noted that they must be required to have a business license and a license from the Los Angeles County Health Department, particularly near schools. Mr. Ray urged the City to upgrade the Fire Department and hire additional personnel, and further announced that the Civilian Oversight Committee will host a meeting on June 15, 2023 to discuss the Compton Sheriff's Department.

Kim DeLay-Manning addressed the City Council regarding the negative portrayal of Compton in the media and also urged the residents to contact the various television channels. Ms. DeLay Manning further suggested that the City Council contact the TLOD.Inc.org

Susan Jekarl addressed the City Council and requested to be informed of how the residents can assist the City Council in improving the Compton Fire Department.

Mr. Daniel De La Cruz commented on the impasse between the City of Compton and Union Local 3947 and requested the City Council's assistance in acquiring a fair contract.

Luis Schmidt, AFSCME, spoke in support of Local Union 3947 and urged the City Council to work with the employees to develop an agreement between the City and the Unions.

Andrew Perry, AFSCME Local 1520, spoke in favor of AFSCME 3947 and indicated that there is a high personnel employment turnover rate in the Compton City Hall due to issues with labor contracts. Mr. Perry encouraged the City Council to invest in their employees and ratify contracts that include salary increases.

Anna Meni spoke in support of Union Local 3947 and urged the City Council to act in support of the work force and treat the employees with dignity and respect and ratify a salary cost of living increase.

Mike Wingfield commented on the work being performed in the City and urged the Council to reopen the Artesia bridge. Mr. Wingfield further requested that the light timing be improved and synchronized on Greenleaf Boulevard. n

Maria Villareal, CEO Latino Chamber of Commerce, addressed the illegal street vendors in Compton and suggested that the City assist those vendors in becoming certified, tax paying businesses.

Missy Barber urged the City Council to follow the City Charter and further indicated that the community must be informed of what is taking place in the City, particularly as it related to the Community Development Block Grant funding. Ms. Barber further highlighted that the City Council must attend ethics training.

Anthony Lewis announced that Woodlawn Cemetery must be addressed due to the sunken ground and further commented that Greenleaf Blvd. has eroded and noted that the City Manager is formulating a plan to improve the City.

MOTION TO EXTEND THE CITY COUNCIL MEETING

On motion by Darden, seconded by Duhart, the meeting was extended beyond the 4-hour mark at 8:30 p.m. by the following vote on roll call:

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

Diana Mendoza commented that the murder of Raymond was the result of an illegal street takeover which occurred in Compton. Ms. Mendoza noted that the City must eradicate all illegal street takeovers.

Gilda Blueford commented that last year she requested that the Council not hold the budget workshops an hour before Council meetings, and indicated that the budget discussion sessions must be separate from the City Council meetings.

Brittany McReynolds addressed the City Council and urged the Body to improve and upgrade the Compton Fire Department and noted that the designated budget amount for the Fire Department is inadequate. Ms. McReynolds indicated that wildfire season will begin soon and urged the Council to hire additional Fire Department personnel, as staffing is at a critical low.

Miller Martin discussed law enforcement and urged the Council to become more involved and acquire additional law enforcement patrol, improving the Fire Department. Mr. Martin further suggested that the City Council follow the proper protocol during the City Council meeting.

Brook McDuffie commented on her previous request for a street sign replacement which was submitted over a year ago. Ms. McDuffie also questioned who is managing the request for issues with Code Enforcement and noted that her work orders are never addressed. She also indicated that the City need additional trash receptables placed around the City to prevent littering and further questioned the oversight for the budget to make certain that the funding is going to the proper sources.

Tanya Lewis suggested that the City Council have commendatory resolutions and awards presentations on only one meeting of the month and noted that the other 3 meetings can be 'business only' meetings.

Lynn Boone commented on her petition for a Special Election and indicated that there was no mention of 'recall' on her petition. Ms. Boone spoke in opposition to placing the management of the Code Enforcement in the City Attorney's Office.

Fidel Marquez commented that last Saturday there were street takeovers occurring all night long and there was no law enforcement response. Mr. Marquez urged the City Council to address the illegal street takeovers and suggested that the Council prioritize and make sure the City if safe. Where is the credit card report.

Vanessa Cain commented on the illegal street vending in the City and noted that this activity creates discarded debris/trash and illegal dumped grease in the sewer system. Ms. Cain indicated that Code Enforcement must address the various violations occurring in the City.

CONSENT AGENDA

APPROVAL OF MINUTES

2. MARCH 7, 2023
   MARCH 14, 2023

It was moved by Darden, seconded by Duhart, that the consent agenda be approved.

Councilmember Darden offered corrections to March 14, 2023 minutes and indicated that the word "Manager" should be included on page 2 following the word "City." On Page 3, fourth paragraph, the word should be "HUD."

The consent agenda was approved by the following vote on roll call:

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

REGULAR AGENDA

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

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

   PUBLIC SAFETY COMMITTEE - Councilman Bowers

Councilman Bowers nominated Keith Alex and Robert Ray to become members of the Public Safety Commission.

On motion by Spicer, seconded by Bowers, **Keith Alex** was appointed to the **Public Safety Commission** by the following vote on roll call:

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

Councilman Bowers nominated and Robert Ray to become members of the Public Safety Commission.

On motion by Duhart, seconded by Spicer, **Robert Ray** was appointed to the **Public Safety Commission** by the following vote on roll call:

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

CITY MANAGER'S REPORT

4. A REQUEST TO SET A PUBLIC HEARING TO RECEIVE COMMENTS ON HOME-AMERICAN RESCUE PLAN (HOME-ARP) DRAFT - JUNE 20, 2023 AT 5:50 P.M.

On motion by Darden, seconded by Duhart, the public hearing was scheduled for **June 20, 2023 at 5:50 p.m.** by the following vote on roll call:

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

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT

On motion by Bowers, seconded by Duhart, **Resolution Number 25,833** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT'** was adopted by the following vote on roll call:

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ONE OR MORE VENDORS (JANKOVICH, SC FUELS AND WOOD OIL) FOR THE PURCHASE OF GASOLINE FOR THE CITY'S FLEET IN AN AMOUNT NOT TO EXCEED TWO HUNDRED NINETY THOUSAND (290,000)

It was moved by Duhart, seconded by Spicer, that the resolution be adopted.

Councilmember Darden raised concerns that this item was before the Council prior to adopting the Annual Budget. commented that this item how can we approve this item, and the budget has not yet been adopted.

Councilman Bowers indicated that there was no break down in the numbers as far as gasoline, diesel and compressed gas, etc. Councilmember Bowers suggested that the item be brought back to Council with all the pertinent details.

After further discussion, the motion and second were withdrawn. Item has been tabled.

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2023/2024

On motion by Duhart, seconded by Spicer, **Resolution Number 25,834** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2023/2024**' was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGES FOR FISCAL YEAR 2023/2024

On motion by Duhart, seconded by Darden, **Resolution Number 25,835** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGES FOR FISCAL YEAR 2023/2024'** was adopted by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO WILLDAN FINANCIAL SERVICES FOR CDIAC, CONTINUING DISCLOSURE, & ARBITRAGE SERVICES FOR SALES TAX REVENUE BONDS, SERIES 2021.

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

Councilmember Darden questioned whether these bonds could have been used to replace the Artesia bridge.

City Controller Rahban responded that these bonds were designated for specific projects.

Resolution Number 25,836 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO WILLDAN FINANCIAL SERVICES FOR CDIAC, CONTINUING DISCLOSURE, & ARBITRAGE SERVICES FOR SALES TAX REVENUE BONDS, SERIES 2021'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Announced that she will be partnering with The Neighborhood Center for Sustainable Housing (NHS) to host the 2023 Juneteenth Celebration on June 17, 2023, at 1051 W. Rosecrans Avenue, Compton from 11:00 a.m. to 4:00 p.m.

- Invited the residents to visit the NHS Center for a free and complete eye examination on June 28, 2023, from 8:30 a.m. to 2:30 p.m. at 1051 W. Rosecrans Avenue, Compton

Councilmember Spicer offered the following communications/announcements:

- Acknowledged the success of the recent Compton Initiative project and thanked everyone involved with the crucial improvements to the City

- Requested that the City Manager schedule regular maintenance of the pocket park on Long Beach Boulevard between Palmer and Compton Boulevard

Councilmember Bowers offered the following communications/announcements:

- Requested that the City formulate a 2028 Olympic Committee/Commission to develop a comprehensive plan to promote the rich history and culture of the City of Compton during the upcoming Olympics as well as the World Cup

- Referenced the emergency ordinance drafting legislation designating more stringent penalties for those individuals involved with illegal street takeovers

Councilmember Darden offered the following communications/announcements:

- Announced that May is Mental Health Awareness Month and encouraged residents to protect their mental health as well as their physical health and well-being

- Thanked everyone involved with the wonderful Mother's Day celebration

- Encouraged the residents to visit the Compton College Farmer's Market which is held every Wednesday from 3:00 p.m. to 7:00 p.m. rain or shine!

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif commented on the wonderful Grand Opening ceremony for the Plenty Compton Farm which features the most technologically advanced indoor vertical farm, designed to grow up to 4.5 million pounds of leafy greens annually in a single city block in Compton.

- Mayor Sharif announced that Senator Steve Bradford and Assemblymember Mike Gipson will be providing a free, Juneteenth Homeowner Informational Workshop scheduled for June 16, 2023, from 6:00 p.m. to 9:00 p.m. at Magic Johnson Park located at 905 E. El Segundo Blvd, Los Angeles, CA.

- Mayor Sharif requested that the City Council meeting be adjourned in memory of Former Chair of the **Los Angeles County Board of Supervisor Gloria Molina** and **Beverly Miller**.

ADJOURNMENT

On motion by Spicer, seconded by Darden, the meeting was adjourned in memory of **Pam Robinson, Beverly Miller** and **Former Chair of the Los Angeles County Board Supervisor Gloria Molina** at 9:37 p.m. by the following vote on roll call:

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

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

JUNE 6, 2023

The Compton City Council meeting was called to order at 5:37 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – A. Spicer *(Entered the meeting at 3:42 p.m.)*

Other Officials Present: E. Perrodin, T. Hudson, B. Mimms, T. Thomas

CLOSED SESSION AGENDA ITEM

PENDING LITIGATION Leggett, Jerry v. City of Compton, LASC Case No. 19STCV40919 ***(Closed session cancelled)***

3:30 P.M. PROPOSED 2023-2024 FISCAL YEAR BUDGET WORKSHOP - Building and Safety, Water Department and City Treasurer ***(Workshop conducted)***

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Rosalind Rambo, Secretary for AFCSME Local 2325, commented that the rules and regulations concerning employment were not correctly followed relative to the Human Resources Director's position, as well as other personnel hiring practices. Ms. Rambo detailed the rules and regulations relative to hiring Compton employees and requested that the City adhere to the proper procedures relative to addressing personnel issues and contract negotiations.

Gilda Blueford addressed the City Council and discussed the scheduling of the budget workshops and hearings and requested that the workshops be uncoupled from the City Council meetings for the convenience of the residents.

Ursuline Hibb, Compton employee, addressed the City Council and contested a parking citation she received in Compton, and indicated that there was no signage posted at the location where she received the citation.

Tedd Boquet spoke in support of the Compton initiative and the Bright Lights of Compton which is designed to develop a community where everyone matters, and every child has a good place to live, grow and thrive.

Robert Ray commented that the number one priority for the City Council should be public safety and further noted that a properly equipped and functioning Fire Department is critical to the City and must be upgraded as soon as possible. Mr. Ray further highlighted that the Sheriff's Department must have more sworn patrol deputies on the streets of Compton, and further commented that the City is not ready to properly respond to disasters and encouraged the residents to have enough emergency supplies and water to last at least two weeks.

Regina McReynolds commented that the surface streets near the surrounding areas of Laurel Street and Myrrh Street are in very poor condition and must be repaired. Ms. McReynolds then indicated that the residents must have a monthly crime report from the Compton Sheriff's Department.

Alicia Rivers, National Food Truck Association, highlighted that her organization provides resources for mobile food venders which includes a pathway to acquiring operating permits. Ms. Rivers further indicated that she works with the County of Los Angeles and the Public Health Department to empower the street venders.

Albert De La Mora spoke in support of cleaning up and improving the City and further encouraged the Council to support and upgrade the Compton Fire Department.

Brittany McReynolds, wife of a 14-year Compton Firefighter, spoke in support of the Fire Department employees who have been working without a contract for over 5 years. Ms. McReynolds requested that the City Council hold the City Manager accountable and declare an impasse in negotiations and provide heroes pay to the Firefighters.

Michael Richardson questioned Compton's plan for the youth during the summer months and encouraged the Council to provide programs and open the parks to create safe spaces, along with safety plans for the residents. Mr. Richardson indicated that the Compton Sheriff's Department must be held accountable.

Kruti Parekh commented that his son is unable to walk to school because of the gang violence in the City. Mr. Parekh then requested that there be full-time programs for families at the local parks and community centers.

Roberto Rodriguez, Compton Youth Build, addressed the initiative for crime intervention and stated that there must be funding for the parks to be adequately staffed to create a safe space in the area surrounding the parks day or night in the Compton community.

Ms. Hernandez, student at Compton Youth Build, stated that the City must provide more job fairs and jobs for the youth and safe parks.

Romero Morales, along with students at Compton Youth Build, thanked the City Council for providing fully staffed parks and funding and additional resource fairs to allow the community members to connect.

Otis McCray addressed the City Council and requested a meeting with Mayor Shariff to discuss a personal issue.

Bishop L. J. Guillory, Ombudsman International, applauded the City Council for making the parks available to the residents. Mr. Guillory spoke of inclusiveness and indicated that Compton residents are comprised of a huge community family, and we must all live together in harmony.

Concerned Citizen addressed a video relative to a Councilmember verbally attacking a street vendor and acting rudely.

Raul Segura requested an update regarding the investigation relative to his family and a neighbor.

Mr. Good Citizen urged the Code Enforcement to respect the street vendors.

Clinton Stewart questioned the funding for the street repairs and noted that his street was not repaired during the street rehabilitations. Mr. Stewart requested that 129th Street be rehabilitated as soon as possible.

Karen Orozco commented that she lost her brother a year ago due to illegal street racing and requested that the Council increase the reward amount to provide information relative to this crime.

Edin Enamorado, Chairman of the United Vendors Association, spoke in support of the street vendors and suggested that the City assist the street vendors to improve the community.

Craig Henry commented that the residents of Compton must come together and heal and become solution-driven people rather than attack-driven people. Mr. Henry indicated that many residents of the City are well-educated and extremely qualified to address the many concerns and problems plaguing the City.

T. Dulabaki spoke in opposition to citing street vendors and indicated that 70% of the residents are Latino and must be respected.

Irene and Randy Taylor addressed the homelessness on Greenleaf Boulevard and Alondra and other areas of the City that must be provided with assistance. Ms. Taylor then noted that the Compton Municipal Code must be enforced in an effort to improve and clean up Compton.

Dr. Michael Tankersley commented that God has provided a solution to the homelessness problem and noted that beehive technology for agriculture in the Richland Farms area will provide an additional revenue source.

Ms. T. Jackson stated that she works with the Violence Interruption Program and indicated that her organization has received a grant to continue to assist the youth in changing their environment. Ms. Jackson also indicated that she also provides mental health and other social services.

Alonzo Williams, President of the Compton Entertainment Chamber of Commerce, commented that he was involved with the informational Bloomberg Harvard Leadership Academy. Mr. Williams highlighted that there is a huge lack of communication in the City of Compton, and then indicated that the Hub City Reporter will provide information to the community.

Anthony Lewis raised concerns regarding illegally dumped materials around the City and highlighted that the overall condition of the City must be improved.

Captain Daniel Salazar addressed the City Council relative to community safety, the poor condition of the fire stations, critically low staffing shortages and then presented documentation to the City Council to substantiate his comments. Captain Salazar requested that the City begin recruitment process to properly staff the Fire Department and further added that there must be an equitable contract negotiated between the Unions and the City of Compton.

Cindy Oliveras, sister of Raymond Oliveras, provided an update to the City Council and the community regarding the healing events and outreach programs to assist the community. Ms. Oliveras stated that she has legislation designed to bring education and diversion program funding to implement the changes that the City needs. Ms. Oliveras pleaded with the community to speak out against illegal street racings and killings.

Joyce Kelly suggested that the City Attorney take a close look at the City's nonprofit organizations to make certain they are in compliance of all the rules, regulations and requirements.

Miller Martin urged the City Council to improve law enforcement and insisted that the Compton Sheriff's Deputies provide additional deputies for street patrol. Mr. Martin indicated that there should be only one Compton Chamber of Commerce to assist the legal businesses.

Jackie Venters commented on Celestina Bishop and her dedicated attention to the upkeep of the Woodlawn Cemetery and noted that the organization must be supported and provided with assistance with her food distribution to the residents. Ms. Venters encouraged the Council to inform the residents regarding the First time Home Buyer's Program, and further commented that the City must explain the breakdown of where and how covid relief funds were dispersed.

Ms. Martin spoke regarding her street/alley way and indicated that she and her neighbors have been receiving illegal citations for parking in front of their own homes.

Missy Barber commented that there are a number of unprofessional employees in the City and suggested that the employees receive proper ethics training. Ms. Barber further indicated that the residents must be provided with information relative to what is taking place in the City of Compton.

Lynn Boone commented that the people of Compton are demanding a special election and further noted that the majority of the Councilmembers were appointed and do not represent the people of Compton.

Fidel Marquez raised concerns that the citizens have not been provided with a proper and accurate budget. Mr. Marquez then urged the Council to repair all the streets immediately and further requested that the City Council clean up the City of Compton.

Vanessa Cain commented that the Mayor hosted an illegal event in the City. Ms. Cain further stated that the bridge on Rosecrans is unsafe and must be addressed immediately.

REGULAR AGENDA

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

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

   PUBLIC SAFETY COMMITTEE - Councilwoman Darden

Councilmember Darden nominated Albert De La Mora to become a member of the Public Safety Committee.

On motion by Duhart, seconded by Spicer, **Albert De La Mora** was appointed to the **Public Safety Committee** by the following vote on roll call:

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

Councilmember Darden nominated Inez Adkins to become a member of the Public Safety Commission.

On motion by Duhart, seconded by Spicer, **Inez Adkins** was appointed to the **Public Safety Committee** by the following vote on roll call:

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

Councilmember Duhart nominated Leroy Guillory to be appointed to the Public Safety Commission.

On motion by Darden, seconded by Spicer, **Leroy Guillory** was appointed to the **Public Safety Commission** by the following vote on roll call:

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

Councilmember Duhart nominated Patrick Ferguson to be elected as a member of the Public Safety Commission.

On motion by Darden, seconded by Spicer, **Patrick Ferguson** was appointed to the **Public Safety Commission** by the following vote on roll call:

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

NEW BUSINESS

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2023/2024

On motion by Duhart, seconded by Darden, **Resolution Number 25,837** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2023/2024'** was adopted by the following vote on roll call:

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

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF $123,063 TO UPDATE THE CONSTRUCTION PLANS, DESIGN AND SPECIFICATIONS FOR THE PEARL AVENUE SEWER REPLACEMENT PROJECT CIP# 10-21/JN 150S

On motion by Spicer, seconded by Darden, **Resolution Number 25,838** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2022-2023 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NV5 AND ESTABLISH A PURCHASE ORDER IN THE AMOUNT OF $123,063 TO UPDATE THE CONSTRUCTION PLANS, DESIGN AND SPECIFICATIONS FOR THE PEARL AVENUE SEWER REPLACEMENT PROJECT CIP# 10-21/JN 150S'** was adopted by the following vote on roll call:

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

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE CITY OF COMPTON FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA

On motion by Darden, seconded by Duhart, **Resolution 25,839** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF AGREEMENT BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE CITY OF COMPTON FOR COST SHARING FOR THE IMPLEMENTATION OF THE COORDINATED INTEGRATED MONITORING PROGRAM (CIMP) FOR THE DOMINGUEZ CHANNEL WATERSHED MANAGEMENT AREA'** was adopted by the following vote on roll call:

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES' ASSOCIATION/AFSCME LOCAL 2325 TO AMEND ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT

On motion by Duhart, second by Darden, **Resolution Number 25,840** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT AMENDING THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF COMPTON AND THE COMPTON MANAGEMENT EMPLOYEES' ASSOCIATION/AFSCME LOCAL 2325 TO AMEND ARTICLE 40 OF THE MEMORANDUM OF AGREEMENT'** was adopted by the following vote on roll call:

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

ABSENT: Council Members – None

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT

It was moved by Spicer, seconded by Darden, that the resolution be adopted.

Councilmember Darden raised concerns regarding a conflict in the wording of the resolution and the staff report. The motion and second were rescinded.

Councilmember Darden indicated that Page 2, Section 3 of the resolution should be amended to read "The duration for the salary increase will remain in effect until the city fills the vacancy."

Councilmember Darden offered an amended motion to add the statement: "The duration for the salary increase will remain in effect until the city fills the vacancy." The motion was seconded by Duhart.

Resolution Number 25,841 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT'** was adopted by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

On motion by Darden, seconded by Duhart, **Resolution Number 25,842** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2023-2024 FUNDED BY SB 1 PURSUANT TO THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017'** was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY FOR ANNUAL FUNDING CONTRIBUTION ($30,000)

On motion by Darden, seconded by Duhart, **Resolution Number 25,843** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY FOR ANNUAL FUNDING CONTRIBUTION'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Announced that she will be partnering with the Neighborhood Center for Sustainable Communities (NHS) to host the 2023 Juneteenth Celebration on June 17, 2023, at 1051 W. Rosecrans Avenue, Compton from 11:00 a.m. to 4:00 p.m.

- Invited the residents to visit the NHS Center for a free and complete eye examination on June 28, 2023, from 8:30 a.m. to 2:30 p.m. at 1051 W. Rosecrans Avenue, Compton

- Requested that the City Council meeting be adjourned in memory of **Pamela Robinson**

Councilmember Spicer offered the following communications/announcements:

- Encouraged the residents to participate in the Bright Lights of Compton Initiative scheduled for June 17, 2023

- Requested regular maintenance of the pocket park on Long Beach Boulevard between Palmer Avenue and Compton Boulevard

Councilmember Bowers offered the following communications/announcements:

- Announced that the Federal Aviation Association is accepting employment applications and encouraged the residents to visit: Applying for Federal Jobs with FAA for additional information

- Referenced the legislation designating more stringent penalties for those individuals involved with illegal street takeovers and further asserted that 'lot cops' and other surveillance system must be utilized to combat this illegal activity

Councilmember Darden offered the following communications/announcements:

- Suggested that the City Manager develop a plan to hire additional assistance to address the high volume of graffiti around the City

- Requested that the City Manager consider reinstituting the Summer Youth Work Program

- Encouraged the residents to visit the Compton College Farmer's Market which is held every Wednesday from 3:00 p.m. to 7:00 p.m. rain or shine!

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif highlighted Section 602 of the Compton City Charter which details that the City Council and its members shall deal with the administrative service under the City Manager solely through the City Manager, and neither the City Council nor any member shall give orders to any subordinates of the City Manager, either publicly or privately.

- Mayor Sharif praised and commended the administration, staff, students and parents of the distinguished Whaley Middle School's STEM program and praised the Compton Unified School District for their success in educating the youth of Compton.

- Mayor Sharif invited the community to attend the free *Movies in the Park* event featuring the movie '*42 The Jackie Robinson Story'* starring Chadwick Boseman on June 9, 2023 at Gonzales Park beginning at dusk. Please bring lawn chairs, blankets, picnic baskets and the entire family!

ADJOURNMENT

On motion by Bowers, seconded by Darden, the meeting was adjourned in memory of **Pamela Robinson** at 8:13 p.m. by the following vote on roll call:

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

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

November 14, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

Recommendation: Authorize travel to attend the 2024 Sacramento Legislative Tour

Location: Sacramento, CA

Meeting Date: January 8, 2024 thru January 10, 2024

Approximate Cost: Registration: **$675** (Per attendee)
Hotel: **$228.00** per night (plus taxes and fees)
Transportation: **$246.96** (Airplane)
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the 2024 Sacramento Legislative Tour is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre M. Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

November 21, 2023

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A *MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY, A PUBLIC ENTITY FOR THE IMPLEMENTATION AND CONSTRUCTION OF THE ALONDRA GATEWAY PARK AND COMPTON CREEK/ALONDRA BOULEVARD PEDESTRIAN CROSSING IN THE CITY OF COMPTON***

SUMMARY

The City Manager is requesting City Council adoption of the attached resolution that will authorize the City Manager to enter into a Memorandum of Understanding and Cooperative Agreement (Agreement) with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, A Public Entity Within The California Resources Agency for the implementation and construction of the Alondra Gateway Park and Compton Creek/Alondra Boulevard Pedestrian Crossing in the City of Compton.

BACKGROUND

State of California Assemblymember Mike Gipson via the Budget Act of 2019 (Chapter 23 Statutes of 2019) allocated funds from the State of California's General Fund in the amount of Three Million Dollars ($3,000,000.00) for the Compton Creek Watershed Planning ("Allocated Funds"). This funding was appropriated to the Rivers and Mountains Conservancy (RMC) for the purpose of developing park and open space along the Compton Creek in the State of California's 64th Assembly District. After a yearlong study by the Compton Creek Implementation Plan Working Group, the Alondra Gateway Park Site located at 412 West Alondra Boulevard (Site) in the City was chosen (See Exhibit A).

STATEMENT OF ISSUE

The RMC and the City desire to work together to develop, design, construct and maintain a recreation and open space at the Site (Phase 1), as well as to develop, design, construct and maintain a pedestrian crossing (Phase 2) to access the Site.

The parties acknowledge and intend for Phase 2 activities to be contingent on securing additional funding to support such work, and this Agreement is not intended to create any enforceable obligations with respect to Phase 2 work unless sufficient additional funding is secured.

The City of Compton and RMC wish to enter into a Memorandum of Understanding and Cooperative Agreement for the implementation and construction of the Alondra Gateway Park and Compton Creek/Alondra Boulevard Pedestrian Crossing in the City of Compton and needs the City Council approval to enter into the agreement.

FISCAL IMPACT

Fiscal Impacts are unknown at this time but would consist of the following criteria:

1. The City will provide for all on-going maintenance of the Site including regular trash removal, maintenance of irrigation systems, graffiti removal, plant replacement, and open and closing of access gates in public areas. The City will perform background checks and screening of all its workers at the Site.

2. Cost of liability insurance during construction as set forth in section 5.0 of this agreement.

RECOMMENDATION

Staff recommends the Council adopt the attached Resolution.

JEROME GROOMES
CITY MANAGER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A *MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY, A PUBLIC ENTITY FOR THE IMPLEMENTATION AND CONSTRUCTION OF THE ALONDRA GATEWAY PARK AND COMPTON CREEK/ALONDRA BOULEVARD PEDESTRIAN CROSSING IN THE CITY OF COMPTON*

WHEREAS, State of California Assemblymember Mike Gipson via the Budget Act of 2019 (Chapter 23 Statutes of 2019) allocated funds from the State of California's General Fund in the amount of Three Million Dollars ($3,000,000.00) for the Compton Creek Watershed Planning ("Allocated Funds"). This funding was appropriated to the Rivers and Mountains Conservancy (RMC) for the purpose of developing park and open space along the Compton Creek in the State of California's 64th Assembly District.; and

WHEREAS after a yearlong study by the Compton Creek Implementation Plan Working Group, the Alondra Gateway Park Site located at 412 West Alondra Boulevard (Site) in the City was chosen (See Exhibit A); and

WHEREAS, the RMC and the City desire to work together to develop, design, construct and maintain a recreation and open space at the Site (Phase 1), as well as to develop, design, construct and maintain a possible pedestrian crossing to service the Site (Phase 2); and

WHEREAS, the parties acknowledge and intend for Phase 2 activities to be contingent on securing additional funding to support such work, and this Agreement is not intended to create any enforceable obligations with respect to Phase 2 work unless sufficient additional funding is secured; and

WHEREAS, the City of Compton and RMC wish to enter into a Memorandum of Understanding and Cooperative Agreement for the implementation and construction of the Alondra Gateway Park and Compton Creek/Alondra Boulevard Pedestrian Crossing in the City of Compton; and

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a Memorandum of Understanding and Cooperative Agreement with San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, A Public Entity.

SECTION 2. That a copy of this Resolution shall be filed in the offices of the City manager, City Attorney, City Clerk.

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

ADOPTED this _____ day of _____, 2023.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

MEMORANDUM OF UNDERSTANDING AND COOPERATIVE AGREEMENT

BETWEEN THE

SAN GABRIEL AND LOWER LOS ANGELES

RIVERS AND MOUNTAINS CONSERVANCY,

A PUBLIC ENTITY

AND THE

CITY OF COMPTON,

A CALIFORNIA CHARTER CITY

FOR THE IMPLEMENTATION AND CONSTRUCTION OF

THE ALONDRA GATEWAY PARK

AND COMPTON CREEK/ALONDRA BOULEVARD PEDESTRIAN CROSSING

IN THE CITY OF COMPTON

This Memorandum of Understanding and Cooperative Agreement ("Agreement") is entered as of October___, 2023, by and between the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy and its successors or assigns, a public entity ("RMC"), and the City of Compton ("City"), a California Charter City, for the primary purpose of developing, designing, constructing and maintaining the Alondra Gateway Park, located at 412 West Alondra Boulevard in Compton, California and as further depicted in Exhibit [A] (the "Site"), referred to as "Phase 1" of the Project. In addition and , contingent upon securing additional funding, this Agreement is further intended to support the development, design, construction, and maintenance of Compton Creek/Alondra Boulevard Pedestrian Crossing ("Pedestrian Crossing"), referred to as "Phase 2" of the Project, as feasible and desireable by the parties.

RECITALS

1. RMC is a public entity of the State of California pursuant to Section 32000, *et. seq.* of the California Public Resources Code.

2. The City is a public entity and a California Charter City.

3. RMC and the City desire to work together to develop, design, construct and maintain a recreation and open space at the Site (Phase 1), as well as to develop, design, construct ad maintain a possible pedestrian crossing to service the Site (Phase 2). The Parties acknowledge and intend for Phase 2 activities to be contingent on securing additional funding to support such work, and this Agreement is not intended to create any enforceable obligations with respect to Phase 2 work unless sufficient additional funding is secured.

4. This Agreement sets forth the duties and responsibilities of the RMC and its consultants, and the City relative to their role in the development, design, construction and maintenance of recreation and open space at the Site, and the adjacent Pedestrian Crossing as described in Exhibit A attached hereto and by this reference incorporated herein.

This Agreement is entered into and subject to the following terms and conditions and the above referenced recitals, which are incorporated by reference below.

SECTION 1. OVERVIEW OF THE PROJECT

1.0 On behalf of the Office of Assemblymember Mike Gipson, the Budget Act of 2019 (Chapter 23 Statutes of 2019) allocated from the general fund Three Million Dollars ($3,000,000.00) for the Compton Creek Watershed Planning ("Allocated Funds"). This funding was appropriated to the RMC for the purpose of developing park and open space along the Compton Creek in California's 64th Assembly District. After a yearlong study by the Compton Creek Implementation Plan Working Group concluded, the Alondra Gateway Park Site located at 412 West Alondra Boulevard in the City was chosen (See Exhibit A). The parties seek to work together in accordance with this Agreement to develop, design, construct and maintain a recreation and open space at the Site.

SECTION 2. DUTIES AND RESPONSIBILITIES OF PARTIES

2.0 **RMC**. RMC shall retain full management responsibility for fund management and shall cooperate with the City in the development, design and construction of the Alondra Gateway Park and, contingent on securing additional funding to support Phase 2 activities, of the adjacent Pedestrian Crossing. Subject ot the foregoing, RMC shall develop the project plan for the Project, which includes design input, prepare and administer the budget for the Project, prepare the timeline for construction and oversee the expenditure of Project funds. After good faith consultation and approval of the project plan by the City, RMC shall develop, design and construct the Project components that may include, but shall not be limited to: fencing, planting, a parking lot, installation of hardscapes such as benches, drinking fountains, signage, a play area, lighting, exercise equipment and other Site amenities. In addition and contingent on securing sufficient additional funding, RMC shall develop, design, and construct the Pedestrian Crossing and associated infrastructure. RMC will develop fencing gates and other safety infrastructure in consultation with the City. RMC and the City shall at all times comply with applicable laws in exercising their respective rights and performing their respective obligations under this Agreement.

2.1 **City of Compton**. The City will provide direction and approval of all Site design elements and will participate in required meetings and discussions to guide the project to completion. The City will provide any required construction specifications before design development begins for any fencing, planting, installation of hardscape, such as benches, drinking fountains, signage and other amenities including the Pedestrian Crossing. All City direction, approval, or consent to Site design elements, and the City approval of project plans shall not unreasonably be withheld or delayed. The City will provide reasonable assistance and cooperation with RMC in securing all necessary permits, leases, easements and maintenance agreements in connection with construction of the Project. The City shall be responsible for the cost of all on-going utilities. The City will ensure that the Site remains recreation and open space, consistent with funding requirements and the terms of this Agreement, for a period of twenty five (25) years after the completion of Phase 1 of the Project. Such obligation shall be memorialized in a notice of completion or other such recorded document executed by the City and RMC and recorded and filed with the City. Completion of Phase 1 of the Project shall be defined as the date on which the Notice of Completion for Phase 1 of the Project is filed with the City. The City will have sole control of Site access and use of the Site after the completion of Phase 1 of the Project, subject such access and use necessary for RMC to plan, design and/or implement Phase 2 of the Project if additional funding is secured for such activities.

2.2 **City of Compton Maintenance**. Following completion of Phase 1, and if completed, Phase 2 of the Project, the City will provide for all on-going maintenance of the Site including regular trash removal, maintenance of irrigation systems, graffiti removal, plant replacement, and open and closing of access gates in public areas. The City will perform background checks and screening of all its

workers at the Site. Public access to the Site shall be allowed in a manner acceptable to the Open Space District and RMC, and consistent with the requirements of the City of Compton Department of Parks and Recreation.

SECTION 3. FUNDING

3.0 The Office of Assemblymember Mike Gipson has provided funding to the RMC through the Budget Act of 2019 for the purpose of acquisition, development and improvement of lands along Compton Creek for recreation and open space. Except as otherwise expressly provided herein, the RMC shall be solely responsible for the payment/reimbursement of all costs and expenses of all consultants, contractors and other parties involved in the planning and construction of the Project as described herein, and the City shall have no funding obligations with respect thereto.

3.1 All expenditures related to the design and construction of the recreation and open spaces will be consistent with the funding requirements set forth by RMC and the Office or Assemblymember Mike Gipson.

3.2 Any changes to the Project plan after City approval, as described in paragraph 2.0 above, will be paid for by the requesting party.

3.3 Each party shall maintain accounting records related to this Agreement for a period of twenty-five (25) years after the expiration of this Agreement.

SECTION 4. TERM

4.0 Subject to the provisions of paragraphs 4.1 and 4.2 below, the design and construction phase for Phase 1 of the Project shall commence on _____, subject to extension by written agreement of the parties, and will terminate on either (i) the execution and filing of the notice of completion as described in paragraph 2.1 above, or (ii) the date set by mutual written agreement of the parties, whichever occurs first.

4.1 The maintenance and operations phase for Phase 1 of the Project shall commence upon the execution and filing of the notice of completion as described in paragraph 2.1 above and will terminate after a period of twenty-five (25) years, subject to extension by mutual written agreement of the parties. If no such written agreement to extend obligations under this section is executed by the parties, all maintenance and operations will be the responsibility of the land owner.

4.2 This Agreement may be terminated for cause, upon thirty (30) days written notice given by any party to this Agreement to the other party hereto. The, defaulting party shall be provided the opportunity to cure such default within the thirty (30) day notice period. If the defaulting party fails to cure the default within such time period, the termination for cause shall become effective upon the expiration of the 30th day. If the defaulting party cures the default within the thirty (30) day notice period, no termination shall occur. The obligation to operate and maintain the Site as open space, as specified in Section 2.1, will survive termination of this

Agreement, and failure of the City to perform those obligations shall result in damages as specified in Section 10, below.

SECTION 5. INSURANCE

5.0 Prior to RMC entering upon the Site to commence the construction of the project, City at its sole cost shall obtain (and then maintain until execution by the parties of the notice of completion as provided in paragraph 2.1 above) insurance in form and substance acceptable to the City and RMC, and in the amounts set forth below, naming the City and RMC as insured parties. Prior to RMC entering the property, City shall deliver reasonable evidence of such insurance (such as an insurance certificate) to RMC.

Such insurance is to be in amounts not less that the following:

• Each Occurrence Includes Bodily Injury and Property Damage	$10,000,000.00
• Personal & Advertising Injury	$10,000,000.00
• Products/Completed Operations Aggregate	$10,000,000.00
• General Aggregate	$10,000,000.00
• Medical Payments	$10,000,000.00
• Workers' Compensation insurance and employer's liability insurance as required by the State of California	$10,000,000.00

SECTION 6. GENERAL PROVISIONS

6.0 No provision of this Agreement is intended to give rise to any right by any third party or entity not a party to this Agreement or any provision of this Agreement.

6.1 If any legal action is brought by any party to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees and court costs in such amount as shall be allowed by the court.

6.2 The parties agree to execute such additional documents as are necessary to carry out the provisions of this Agreement.

6.3 No waiver of any provision of this Agreement shall be deemed to constitute a waiver of any other provision.

6.4 This Agreement shall be governed by laws of the State of California.

6.5 Each provision of this Agreement, in compliance with granting agency requirements, is severable from any and aft other provisions of this Agreement. Should any provision be deemed unenforceable, the balance of the Agreement shall remain in full force and effect.

6.6 This Agreement may be amended, by mutual consent of the parties. Any amendment to this Agreement must be in writing and signed by authorized representatives of the parties hereto.

6.7 RMC and the City shall act in an independent capacity and not as officials, officers, employees, agents or volunteers of the other party.

6.8 This Agreement may be executed in counterparts, which counterparts shall be construed as a single document and have the same effect as if all of the parties had executed the same instrument.

SECTION 7. HOLD HARMLESS INDEMNITY

7.0 The City agrees to indemnify, defend and save harmless the State, RMC, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged in the performance of work contemplated under this Agreement. This obligation shall be enforceable and survive termination of this Agreement.

SECTION 8. COMMUNICATIONS REGARDING THIRD PARTIES

8.0 RMC and the City will jointly review all press releases, signs and other public relations materials relating to the Project carried out under this Agreement to ensure they adequately and accurately identify RMC, City, and all other associated agencies and entities with respect to their role in the development of the recreation and open spaces project.

SECTION 9. NOTICES

9.0 All notices required to be given pursuant to the terms of this Agreement shall either be personally delivered or delivered by certified mail return receipt requested to:

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy
100 Old San Gabriel Canyon Road
Azusa, California 90065
Attention: Arturo Gonzalez, Project Analyst

City of Compton
205 S. Willowbrook Avenue
Compton, California 90220
Attention: City Manager

Or to any such other address as the parties may in writing, from time to time. All mailed notices shall be deemed received three days after being deposited in the U.S. mail.

SECTION 10. DAMAGES

10.0 If the City fails to comply with its obligations to operate and maintain the Site as recreational and open space as set forth in and for the period specified in Sections 2.1 and 2.2, above, RMC shall be entitled to recover damages in the amounts specified below:

Years Post Completion	Damage Amount
1-5	$1,500,000.00
6-10	$1,250,000.00
11-20	$1,000,000.00
21-25	$750,000.00

I. APPROVALS

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy,
a public entity

By: _____ _____

Name: _____ Date

Title: Executive Officer

City of Compton,
a California Charter City

By: _____ _____
Name: Jerry Groomes Date
Title: City Manager

ATTEST:

_____
Vernell McDaniel, City Clerk

APPROVED AS TO FORM:

_____
Eric J. Perrodin, City Attorney

EXHIBIT A

[Site and Project description to be provided.]

Exhibit A

VICINITY MAP

NOT TO SCALE

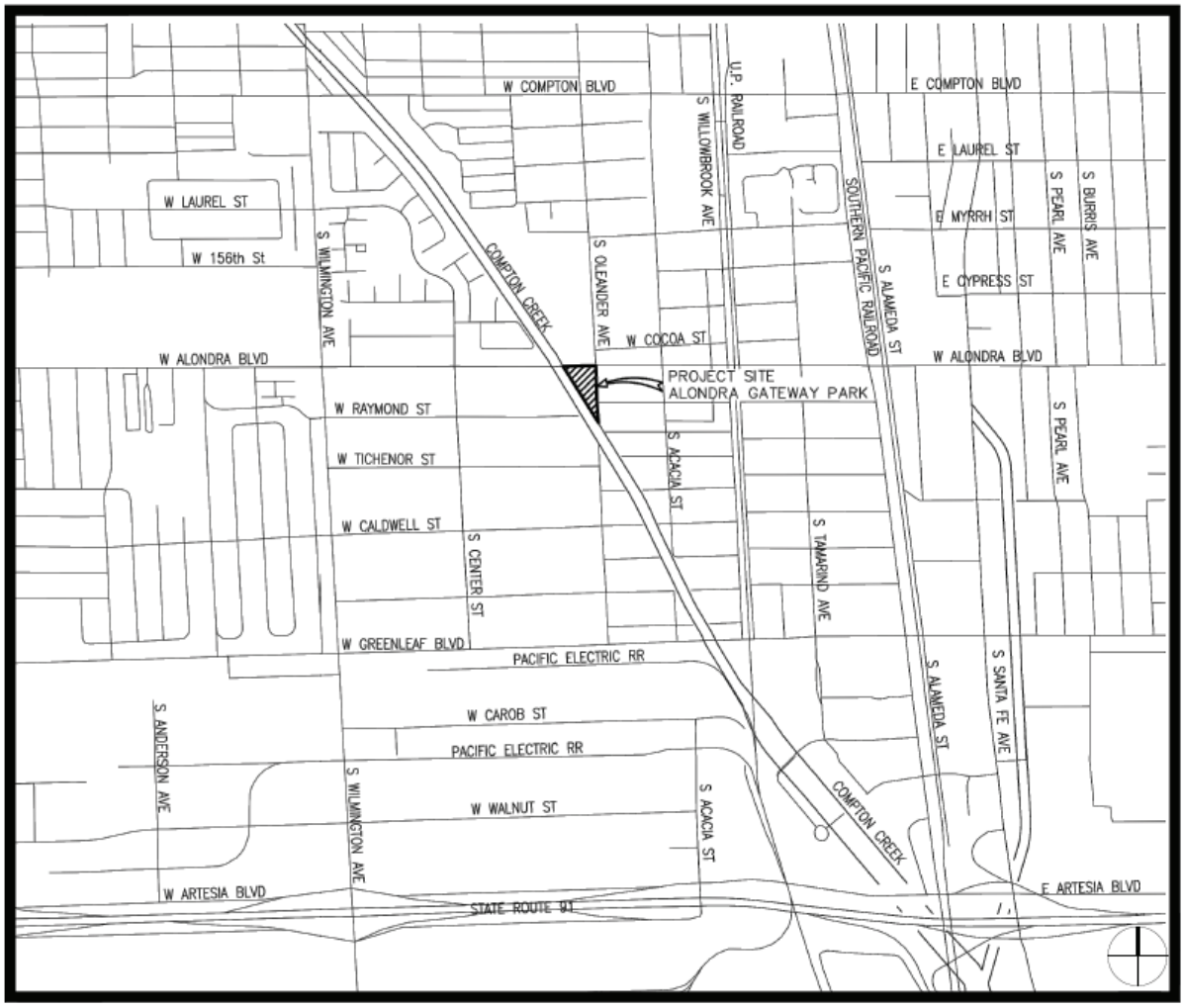
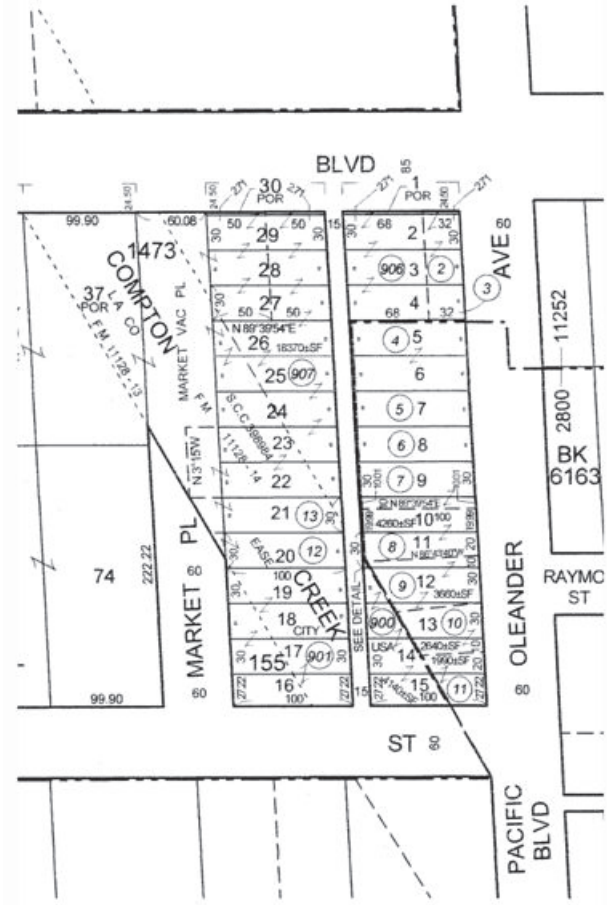


Exhibit A



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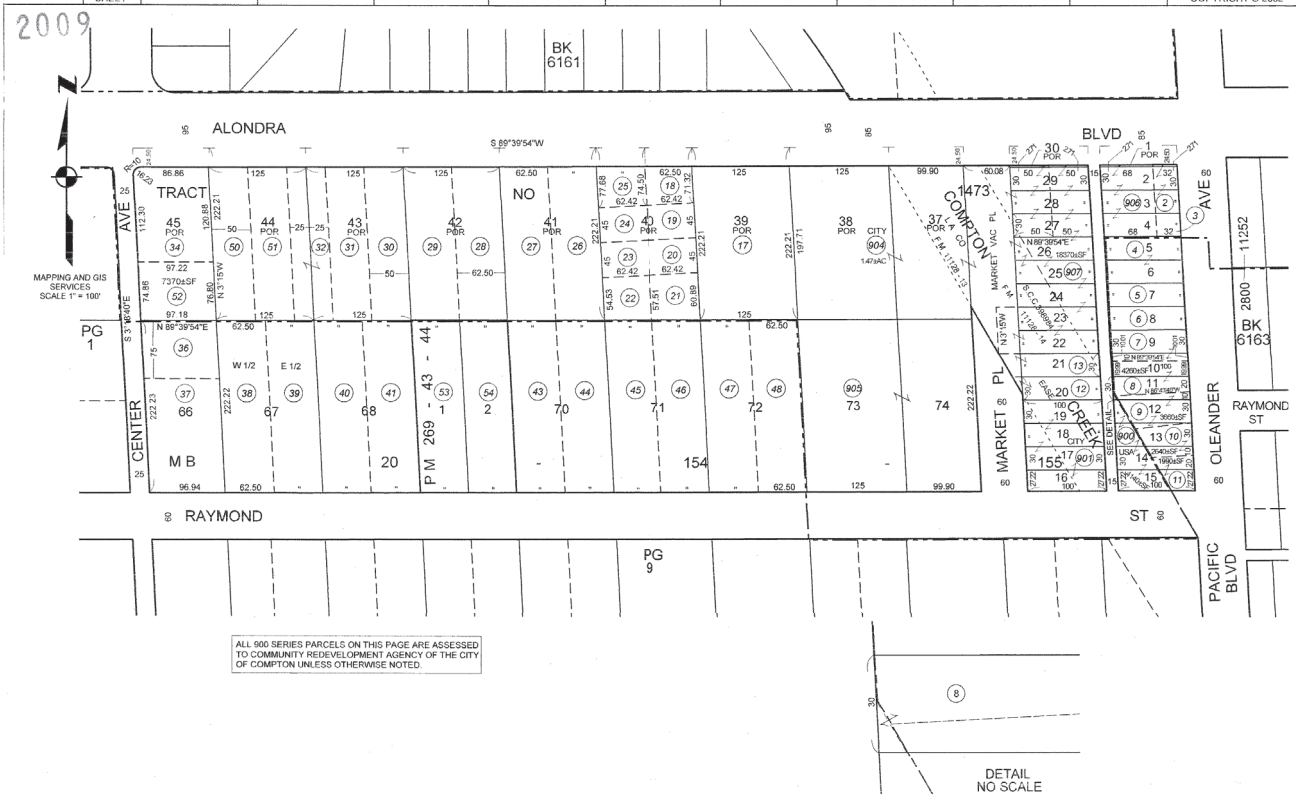


Exhibit A

ALONDRA GATEWAY PARK

90% DESIGN DOCUMENTS

412 WEST ALONDRA BOULEVARD
CITY OF COMPTON, CALIFORNIA



November 21, 2023

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **COMMUNITY DEVELOPMENT DEPARTMENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR HOLLYWOOD ELITE SECURITY SERVICES IN THE AMOUNT OF SEVENTY-THOUSAND DOLLARS ($70,000)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into three (3) month (December 2023 through February 2024) Professional Services Agreement with Hollywood Elite Security Services to provide overnight security services to City owned facilities and establish a purchase order in the amount of Seventy-Thousand Dollars ($70,000).

BACKGROUND

The City of Compton (City) has been plagued in recent months with vandalism, homelessness, drug activity and thefts occurring on City property during the overnight hours. In October 2021, the City of Compton Grants Division placed a Request for Proposal (RFP) to select a security company to provide supplemental professional security services to maximize safety within our City facilities and Parks. The City received 10 proposals; however, the staff deemed that Hollywood Elite Security Company submitted the most responsible bid to provide professional security services in the City.

The City of Compton entered into a security services contract with Hollywood Elite Security in November 2022 and July 2023 (i.e. July 2023 through October 2023). Hollywood Elite Security Company provided, armed patrol guards at $40.00 per hour not to exceed $25,000. Overnight security services were provided and enforced at Dollarhide Community Center, City parks and other City-owned facilities.

STATEMENT OF THE ISSUE

The City plans to continue its efforts to combat vandalism, homelessness, drug activity and thefts on City property by renewing contracted security services through February 2024 with the hopes of other grant funding coming in to carry the City through the remaining of the fiscal year. The cost for one armed patrol

guard is $40.00 per hour, working approximately 336 hours per month. The requested funds will be utilized for Fiscal Year 2023-2024 for overnight security services at Dollarhide Community Center, City parks, and any other City-owned facilities as needed.

In order to provide the necessary security services, City Council authorization is needed for the City Manager to renew the Professional Service Agreement and establish a purchase order with Hollywood Elite Services in an amount not to exceed Seventy-Thousand Dollars ($70,000) because the City has exceeded the $25,000 threshold amount for this vendor.

FISCAL IMPACT

Funds in the amount of Seventy-Thousand Dollars ($70,000) are available in Measure P Other Contract Services 2023-2024 Fiscal Year Budget in Account No. 1004-610-000-4269.

RECOMMENDATION

Staff recommends approval of the attached resolution

TURMEL WOODS
GRANTS COMPLAINCE MANAGER

APPROVED FOR FORWARDING

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR HOLLYWOOD ELITE SECURITY SERVICES IN THE AMOUNT OF SEVENTY-THOUSDAND DOLLARS ($70,000)

WHEREAS, adoption of this resolution will authorize the City Manager to enter into three (3) month (November 2023 through February 2024) profession services agreement with Hollywood Elite Security Services to provide afterhours security services to city-owned facilities and establish a purchase order in the amount of Seventy-Thousand Dollars ($70,000); and

WHEREAS, the City of Compton (City) has been plagued in recent years with vandalism, homelessness, drug activity and thefts occurring on City property during the overnight hours; and

WHEREAS, in October 2021, the City of Compton Grants Division placed a Request for Proposal (RFP) to select a security company to provide supplemental professional security services to maximize safety within our City facilities and Parks; and

WHEREAS, the City received 10 proposals; however, the staff deemed that Hollywood Elite Security Company submitted the most responsible bid to provide professional security services in the City; and

WHEREAS, the City of Compton entered into a security services contract with Hollywood Elite Security in July 2023. Hollywood Elite Security Company provided, armed patrol guards at $40.00 per hour not to exceed $25,000. Overnight security services were provided and enforced at Dollarhide Center, City parks and other City-owned facilities; and

WHEREAS, the City plans to continue its efforts to combat vandalism, homelessness, drug activity and thefts on City property by continuing contracted security services through February 2024 with the hopes of other grant funding coming in to carry the City through the remaining of the fiscal year; and

WHEREAS, the cost for one armed patrol guard is $40.00 per hour, working approximately 336 hours per month. The requested funds will be utilized for Fiscal Year 2023-2024 for overnight security services at Dollarhide Center, City parks, and any other City-owned facilities as needed; and

WHEREAS, in order to provide the necessary security services, City Council authorization is needed for the City Manager to enter into a Professional Service Agreement and establish a purchase order with Hollywood Elite Services in an amount not to exceed Seventy-Thousand Dollars ($70,000).

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

Section 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a Professional Service Agreement with and establish a purchase order with Hollywood elite Security Services.

Section 2. That a purchase order in the amount of Seventy-Thousand Dollars ($70,000) to be authorized to Hollywood Elite Security Services, from account 1004-610-000-4269, Measure P Other Contract Services.

Section 3. That a copy of this Resolution shall be filed in the office of the City Manager, City Controller, City Clerk, City Attorney and Community Improvement Services Department.

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

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
HOLLYWOOD ELITE SECURITY GUARD SERVICES

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **HOLLYWOOD ELITE SECURITY INC., A CALIFORNIA CORPORATION** (hereinafter referred to as **"CONSULTANT"**), located at 1103 W Gardena Blvd #412, Gardena, California, (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the City has determined that there is a need to employ the services of an experienced consultant to provide excellent security services to the City; and

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

WHEREAS, the Hollywood Elite Company will provide unarmed guards at $23 per hour, Armed guards at $25 per hour, advanced unarmed guards at $26 per hour, advanced armed guards at $30 per hour, and armed patrol guards at $40 per hour for a contract amount not to exceed Twenty-Five Thousand Dollars ($25,000.00); and

WHEREAS, by Resolution No. _____, adopted on the 21st day of November 2023, the City Council authorized the City Manager to enter into an agreement with the Consultant to provide the necessary services; and

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

AGREEMENT:

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

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for administrating professional security services to assist with safety at City of Compton facilities. More specifically, Consultant shall provide and perform security services at certain City facilities and parks and serve as crime deterrents

by adopting the community police officer program (CPOP) approach and methodology as more fully described in **the Proposal,** submitted by the Consultant in response to the City's invitation for bids, which is fully incorporated herein by reference.

Consultant acknowledges that in entering into this Agreement that the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

Berzelius Baker, as President of Consultant, is designated as the person for the City of Compton to contact in connection with Consultant's performance of this Agreement.

2. **Term of Contract.** The term of this Agreement shall be effective as of December 2023 and shall expire February 2024 or when the below-specified total compensation has been exhausted unless this Agreement is amended and/or terminated as provided herein.

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

3. Compensation. The method of payment for the services will be based on a time and material basis, based on the rate schedule reflected in Consultant's **"Proposal,"** which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the performance of all services to be provided by the Consultant pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Seventy Thousand Dollars ($70,000.00).**

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

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

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

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

4. Ownership of Materials. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other Work Product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and Work

Product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the City. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's

subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City, its officials, officers, employees, agents and volunteers.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this***

Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

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

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

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

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

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

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26, are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Consultant:	**Hollywood Elite Security Inc., A California Corporation** **1103 W Gardena Blvd #412,** **Gardena, California 90247** **Attn: Berzelius Baker, President** **(888) 858-7361**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220**

Attn: Grants Compliance Manager
(310) 761-1406
(310) 761-1464 – fax.

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

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

29. Certifications.

Certifications of Consultant

I, Berzelius Baker, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **Consultant** firm of Hollywood Elite Security Inc., and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

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

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

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

Debarment and Suspension Certification

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____

Berzelius Baker, President **(Date)**

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

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

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

HOLLYWOOD ELITE SECURITY

By _____ Dated: _____
Berzelius Baker, President

CITY OF COMPTON
Recommended for Approval:

Dated: _____
By_____
Jerome G. Groomes, City Manager

Approved as to form:

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

ATTEST:

Dated: _____ **By**

_____

Vernell McDaniel, City Clerk

November 21, 2023

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,702 TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS CLASSIFICATIONS WAGES AS A RESULT OF THE INCREASE TO THE 2019, 2020, 2021 AND 2022 STATE OF CALIFORNIA MINIMUM WAGE**

SUMMARY

Adoption of the attached resolution will rescind Resolution 25,702 to adjust seasonal, hourly and miscellaneous classifications wages as a result of the increase to the 2019, 2020, 2021, and 2022 State of California Minimum Wage and to reflect the correction of Exhibit “D” included with the attachments thereof.

BACKGROUND

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

STATEMENT OF ISSUE

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

On July 26, 2022, Resolution 25,702 was passed by City Council adjusting the Seasonal, Hourly and Miscellaneous classifications wages as a result of the increase to the 2019-2022 increase to the State of California minimum wage up to Fifteen Dollars ($15.00) per hour.

There were six (6) Exhibits; A-F referenced with Resolution 25,702 and all were correct except for Exhibit "D" which decreased the City Council Assistants hourly pay rate.

FISCAL IMPACT

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

RECOMMENDATION

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

JEROME GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 25,702 TO ADJUST SEASONAL, HOURLY AND MISCELLANEOUS CLASSIFICATIONS WAGES AS A RESULT OF THE INCREASE TO THE 2019, 2020, 2021 AND 2022 STATE OF CALIFORNIA MINIMUM WAGE

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

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

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

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

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

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

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

WHEREAS, Resolution 25,702 was approved by City Council on July 26, 2022 to adjust seasonal, hourly and miscellaneous classifications wages as a result of the increase to the 2019, 2020, 2021 and 2022 State of California minimum wage; and

WHEREAS; Resolution 25,702 contained an error in schedule "D" - "Hourly and Seasonal Employees effective January 1, 2022" causing the need to rescind resolution 25,702 and resubmit with the correction to schedule "D".

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

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

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

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

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

Section 5. That the wage adjustments for the Seasonal, Hourly or Miscellaneous classifications impacted by the 2017 minimum wage are hereby approved as attached hereto as Exhibits A, B, C, D (as revised), E and F.

Section 6. That resolution 25,702 is hereby rescinded because it contained an error on schedule “D” - “Hourly and Seasonal Employees effective January 1, 2022” of the attachments.

Section 7. That the correction to schedule “D” is hereby noted.

Section 8. That a duly certified copy of this Resolution shall be delivered to the Offices of Human Resources, the City Manager, City Controller and City Clerk.

Section 9. 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

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2022

"D"

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	$15.00	$15.60	$16.22	$16.87	$17.55
Administrative Intern, Sr.	$17.47	$18.17	$18.90	$19.65	$20.44
Cashier*	$15.05	$15.65	$16.28	$16.93	$17.61
City Council Assistant	$24.44	$25.42	$26.43	$27.49	$28.59
Crossing Guard	$17.39	$18.09	$18.81	$19.56	$20.34
File Clerk	$15.32	$15.93	$16.57	$17.23	$17.92
Help for Posting Notices*	$15.00	$15.60	$16.22	$16.87	$17.55
JTPA Trainee – Adult	$15.01	$15.61	$16.23	$16.88	$17.56
JTPA Trainee – Youth*	$15.04	$15.64	$16.27	$16.92	$17.59
Lifeguard	15.04	$15.64	$16.27	$16.92	$17.59
Locker Room Attendant*	$15.05	$15.65	$16.28	$16.93	$17.61
Maintenance Assistant	$15.14	$15.75	$16.38	$17.03	$17.71
Maintenance Laborer Trainee	$15.07	$15.67	$16.30	$16.95	$17.63
Manpower Program Monitor	$15.52	$16.14	$16.79	$17.46	$18.16
Receiving/Delivery Clerk	$15.07	$15.67	$16.30	$16.95	$17.63
Receptionist Clerk	$15.63	$16.26	$16.91	$17.58	$18.28
Recreation Activities Specialist	$16.23	$16.88	$17.55	$18.26	$18.99
Recreation Aide	$15.34	$15.95	$16.59	$17.26	$17.95
Special Services Aide Trainee	$15.00	$15.60	$16.22	$16.87	$17.55
Swim Pool Manager	$21.50	$22.36	$23.25	$24.18	$25.15

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

RESOLUTION NO. 25,702

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 26th, day of JULY, 2022.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof, held on the 26th day of JULY, 2022.

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

AYES: COUNCIL MEMBERS-DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: COUNCIL MEMBERS-NONE
ABSENT: COUNCIL MEMBERS-NONE
ABSTAIN: COUNCIL MEMBERS-NONE

CITY CLERK OF THE CITY OF COMPTON

"A"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2019

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	$12.00	$12.48	$12.98	$13.50	$14.04
Administrative Intern, Sr.	$16.47	$17.13	$17.81	$18.53	$19.27
Cashier*	12.05	$12.53	$13.03	$13.55	$14.10
City Council Assistant	$24.44	$25.42	$26.43	$27.49	$28.59
Crossing Guard	$17.39	$18.09	$18.81	$19.56	$20.34
File Clerk	$12.32	$12.81	$13.33	$13.86	$14,41
Help for Posting Notices*	12.01	$12.49	$12.99	$13.51	$14.05
JTPA Trainee – Adult	$12.01	$12.49	$12.99	$13.51	$14.05
JTPA Trainee – Youth*	12.04	$12.52	$13.02	$13.54	$14.09
Lifeguard	12.04	$12.52	$13.02	$13.54	$14.09
Locker Room Attendant*	12.05	$12.53	$13.03	$13.55	$14.10
Maintenance Assistant	$14.14	$14.71	$15.29	$15.91	$16.54
Maintenance Laborer Trainee	$12.07	$12.55	$13.05	$13.58	$14.12
Manpower Program Monitor	$13.52	$14.06	$14.62	$15.21	$15.82
Receiving/Delivery Clerk	$12.81	$13.32	$13.86	$14.41	$14.99
Receptionist Clerk	$13.63	$14.18	$14.74	$15.33	$15.95
Recreation Activities Specialist	$16.23	$16.88	$17.55	$18.26	$18.99
Recreation Aide	$12.34	$12.83	$13.35	$13.88	$14.44
Special Services Aide Trainee	$14.97	$15.57	$16.19	$16.84	$17.51
Swim Pool Manager	$19.50	$20.28	$21.09	$21.93	$22.81

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

"B"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2020

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

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

"C"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2021

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

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

"D"

HOURLY AND SEASONAL EMPLOYEES
EFFECTIVE JANUARY 1, 2022

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

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

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

"E"

HOURLY AND SEASONAL EMPLOYEES

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

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

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

"F"

HOURLY AND SEASONAL EMPLOYEES

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

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

**Adjusted for equity with Jumior Intern

DATE: **NOVEMBER 21, 2023**

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR APPRAISAL SERVICES FOR SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($27,300.00)**

SUMMARY

Staff respectfully requests approval from the City Council to authorize the City Manager to enter into a one year (Fiscal Year 2023-2024) professional services agreement with BBG Real Estate Services, for the provision of appraisal services for Successor Agency owned properties on an as-needed basis and open a purchase order for Fiscal Year 2023-2024 for $27,300.00.

BACKGROUND

Pursuant to AB XI 26 ("Dissolution Act"), the Compton Redevelopment Agency was dissolved as of February 1, 2012, and the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency") was established to wind down the affairs of the former Redevelopment Agency. To ensure orderly disposition of Successor Agency assets in accordance with the Dissolution Act, it is necessary for the Successor Agency to procure the assistance of a property appraisal firm.

STATEMENT OF THE ISSUE

Currently, the Successor Agency has fourteen (14) properties to sell to wind down its activities. The law requires appraisals to establish the fair market value of the subject property within six (6) months of its sale.

On July 12, 2023, staff issued a Request for Proposal (RFP) for Appraisal Services for the Successor Agency owned properties and City owned Housing Successor Agency properties. The City Clerk sent a Public Notice for the RFP to the Compton Bulletin and it was published on July 12, 2023. The RFP was due on August 3, 2023 by 5:00 pm. Nine (9) RFPs were received by the due date and time.

The review of these firms was based on:

- Understanding of Work to be Performed (the Scope of Services): **15 points**
- Demonstrated Quality Firm and Professional Staff Technical Skill, Experience, Performance and Approach: **25 points**
- Familiarity with City, County, and State Procedures: **20 points**
- Firm's and Professional Staff References/Satisfaction of Clients: **15 points**
- Completeness and Quality of Proposal**: 15 points**
- Appraisal approach to performing this type of valuation: **10 points**
- Total: **100 Points**

The firms' scores were as follows:

Firm Name	**Total Score**	**Cost**
BBG Real Estate Services	98	$39,000
Nagasaki & Associates	97	$43,000
Curtis-Rosenthal, Inc.	93	$61,500
Bender Rosenthal Incorporated	90	$70,200
Cushman & Wakefield	88	$58,000
Thompson & Thompson	85	$55,250
Omega Valuation	84	$36,900
Integra Reality Resources	-0-	(Invalid)
Appraisal Pacific, Inc.	-0-	(Invalid)

The proposals submitted were to provide appraisal services for Successor Agency and Housing Successor Agency owned properties. BBG Real Estate Services proposal for the fourteen (14) Successor Agency owned properties is $27,300.00 and for the six (6) Housing Successor Agency owned properties is $11,700.00 for a total contract amount of $39,000.00.

The committee found that the proposal of BBG Real Estate Services was the most responsive and lowest cost bidder based on the criteria above and their qualifications **Staff** including experience, price, delivery time and certifications. Staff is recommending that BBG Real Estate Services be awarded a contract over the other bidders to provide appraisal services on a as needed basis for Successor Agency owned properties.

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ALTERNATIVE

The City Council may select another appraiser from the list of proposals if the Board deems them the lowest most responsive bidder.

FISCAL IMPACT

The contractual agreement will not impact the General Fund. BBG Real Estate Services charges $1,950.00 for each appraisal performed. Funds in the amount of $27,300.00 are budgeted in the approved ROPS by the State Department of Finance for Fiscal Year 2023-2024 and are allocated in Account Number 1201-910-000-4262.

RECOMMENDATION

Staff recommends the Successor Agency Board adopt the attached Resolution, which authorizes the City Manager to enter into a Professional Services Agreement with BBG Real Estate Services for appraisal services on an as-needed basis for FY 2023-2024 with an option to renew for one year (FY 2024-2025) and to issue a Purchase Order for Fiscal Year 2023-2024 for $27,300.00.

CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT-
SUCCESSOR DIVISION

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR APPRAISAL SERVICES FOR SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR TWENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS ($27,300.00)

WHEREAS, pursuant to AB XI 26 ("Dissolution Act"), the Compton Redevelopment Agency was dissolved as of February 1, 2012, and the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency") was established to wind down the affairs of the former Redevelopment Agency; and

WHEREAS, in order to ensure orderly disposition of Successor Agency assets in accordance with the Dissolution Act, it is necessary for the Successor Agency to procure the assistance of a property appraisal firm that can assist the Successor Agency in determining the fair market value of the properties; and

WHEREAS, currently, the Successor Agency has fourteen (14) properties to sell to wind down its activities. The law requires appraisals to establish the fair market value of the subject property within six (6) months of its sale; and

WHEREAS, on July 12, 2023, staff issued a Request for Proposal (RFP) for Appraisal Services for the Successor Agency owned properties and City owned Housing Successor Agency properties; and

WHEREAS, the City Clerk sent a Public Notice for the RFP to the Compton Bulletin and it was published on July 12, 2023. The RFP was due on August 3, 2023 by 5:00 pm. Nine (9) RFPs were received by the due date and time; and

WHEREAS, the proposals submitted were to provide appraisal services for Successor Agency and Housing Successor Agency owned properties. BBG Real Estate Services proposal for the fourteen (14) Successor Agency owned properties is $27,300.00 and for the six (6) Housing Successor Agency owned properties is $11,700.00 for a total contract amount of $39,000.00; and

WHEREAS, the committee found that the proposal of BBG Real Estate services was the most responsive and lowest cost bidder based on a review of their qualifications including experience, price, delivery time and certifications; and

WHEREAS, the contractual agreement will not impact the General Fund. BBG Real Estate Services charges$1,950.00 for each appraisal performed. Funds in the amount of $27,300.00 are budgeted in the approved ROPS by the State Department of Finance for Fiscal Year 2023-24 and are allocated in Account Number 1201-910-000-4262.

NOW THEREFORE, THE BOARD OF DIRECTORS OF THE SUCCESSOR AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the City Manager, on advice and approval of the City Attorney, is hereby authorized to enter into the Appraisal Services Agreement, substantially in the form attached to this Resolution as Attachment "A", for Fiscal Year 2023-2024 (i.e. July 1, 2024 through June 30, 2025) with BBG Real Estate Services to perform appraisal services on Successor Agency owned properties on an as needed basis.

SECTION 2. That a purchase order in the amount of $27,300.00 is authorized for BBG Real Estate Services for appraisal services of Successor Agency owned properties for Fiscal Year 2023-24.

SECTION 3. That funds in the amount of $27,300.00 are budgeted in the approved ROPS by the State Department of Finance for Fiscal Year 2023-2024 and are allocated in Account Number 1201-910-000-4262

SECTION 4. That certified copies of this resolution shall be filed in the offices of the City Controller, City Clerk, City Manager, City Attorney and Successor Agency.

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:

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Council signed by the Mayor, and attested by the City Clerk to the Council at the 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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY
AND
BBG REAL ESTATE SERVICES

This **AGREEMENT** is entered by and between the **Successor Agency to the Community Redevelopment Agency**, a municipal corporation of the State of California (hereinafter referred to as **"AGENCY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **BBG REAL ESTATE SERVICES** (hereinafter referred to as **"CONSULTANT"**), located at 3070 Bristol Street, Suite 615, Costa Mesa, CA 92626.

RECITALS:

WHEREAS, in order to ensure orderly disposition of Successor Agency assets in accordance with the Dissolution Act, it is necessary for the Successor Agency to procure the assistance of a property appraisal firm that can assist the Successor Agency in determined the fair market value of the Successor Agency properties; and

WHEREAS, the Successor Agency has fourteen (14) remaining properties for sale pursuant to the Dissolution Act; and

WHEREAS, the proposals were reviewed by a committee and it was determined that BBG Real Estate Services submitted the lowest cost and most responsive proposal out of the nine (9) proposals submitted based on experience, track record and price.

WHEREAS, by Resolution No _____, adopted on _____, 2023 the Board of Directors of the Successor Agency authorized the Executive Director to enter into a professional services agreement with Consultant (BBG Real Estate Services) to provide "as-needed" property appraisal services for Successor Agency-owned properties for the remainder of the 2023-2024 Fiscal Year, and further authorized the Executive Director to exercise an one (1) year option to extend the term of the agreement for Fiscal Year 2024-2025; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide property appraisal services; and

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

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

1. Services to be rendered by Consultant. It is the mutual understanding of the Parties that the Consultant shall provide and be responsible for performing "as-needed" complete appraisal services for specified Successor Agency-owned properties in a manner consistent with real estate industry standards.

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

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

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

Marc G. Nassif, Senior Managing Director of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The term of this Agreement shall commence upon the full execution of this Agreement by the Parties and Consultant shall perform the services provided for herein on an **"an-needed"** basis and work on each assignment in a diligent and professional manner until complete. This Agreement shall terminate on June 30, 2024, unless extended or terminated sooner as provided herein.

If mutually agreed between the Parties in writing (i.e. contract amendment), the Executive Director is authorized to extend the term of this Agreement for the Fiscal Year of 2022-2023 (i.e. July 1, 2024 through June 30, 2025).

3. Compensation. The method of payment for this Contract will be on a flat fee basis of $1,950 per property for a total amount of $27,300.00 for Fiscal Year 2023-24. It is

further understood that the maximum compensation payable for Fiscal Year 2023-24 will be determined by the ROPS 2023-24 approved by the State DOF.

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of Agency. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to Agency pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the Agency**.**

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

11.1 Commercial General Liability Insurance. One Million ($1,000,000.00) combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. One Million Dollars ($1,000,000.00) combined single-limit per accident for bodily injury and property damage.

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than One Million Dollars ($1,000,000) per claim.

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

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

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

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

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

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

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

immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of Agency, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to Agency. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. Agency will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Name **Owner**	**(Date)**

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

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

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

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

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

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

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

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

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

To Consultant: **BBG Real Estate Services**
3070 Bristol Street, Suite 615
Costa Mesa, CA 92626

Attn: Marc G. Nassif
(714) 415-4750

To Agency: **Successor Agency**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Executive Director
(310) 605-5585

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

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

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

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **AGENCY**, by its Executive Director, who is authorized to do so, has executed this Agreement.

BBG REAL ESTATE SERVICES,
CONSULTANT

Dated: _____ **By _____**
Marc G. Nassif, MAI , LEED AP, MRICS
Senior Managing Director

Approved by:

Dated: _____ **By_____**
Jerry Groomes, Executive Director

Approved as to Form:

Dated: _____ **By_____**
Eric Perrodin, General Counsel

ATTEST:

Dated: _____ **By_____**
Vernell McDaniel, Secretary

BBG Cost Proposal
Successor Agency Property

Address	Size	Current Status	BBG Fee
SUCCESSOR AGENCY PROPERTY			
1113 – 1125 West Rosecrans Avenue	18,352	Vacant Land	$1,950
413 – 415 West Compton Boulevard	11,087	Vacant Land	$1,950
1425 East Compton Boulevard	13,392	Vacant Land	$1,950
110 – 114 North Bowen Avenue	11,505	Vacant Land	$1,950
409, 413 – 415 North Alameda Street	11,030	Vacant Land	$1,950
2901 West Alondra Boulevard	40,075	Vacant Land	$1,950
2815 – 2875 West Alondra Boulevard	779,724	Vacant Land	$1,950
Lot 14		Vacant Land	$1,950
1117 S. Long Beach Blvd.	56,509	Vacant Land	$1,950
501 – 545 East Compton Boulevard	42,801	Vacant Land	$1,950
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090	Vacant Land	$1,950
217 East Indigo Street	7,750	Vacant Land	$1,950
2000-2024 West Compton boulevard	88,114	Vacant Land	$1,950
206 E. E m Street	4,967	Vacant Land	$1,950
		Total	$27,300

November 21, 2023

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY CONTROLLER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER OF TEN THOUSAND FOUR HUNDRED AND NINE DOLLARS ($10,409) FOR HDL'S PAST DUE INVOICES FOR PROFESSIONAL MUNICIPAL TAX AND AUDIT CONSULTING SERVICES RENDERED.**

SUMMARY

Staff is requesting that the City Council consider adopting a Resolution authorizing the City Manager to issue a Purchase Order for Ten Thousand Four Hundred and Nine Dollars ($10,409) for providing municipal tax and audit consultant services to the City.

BACKGROUND

In accordance to Section 3-4.25 of the City's Municipal Code, the City shall annually verify that the taxes owed have been properly applied, exempted, collected, remitted, and properly expended. The annual verification shall be performed by a qualified independent third party.

The following City Municipal Codes govern the administration of Sales Taxes, Utility User Taxes, and Business License taxes, and require audits to be performed on these tax transactions:

- Sales Taxes: Section 3-5.16
- Utility User Taxes: Section 3-4.16 a and Section 3-4.16 d
- Business License Taxes: Section 9-1.11

(Please see attachment for detailed information)

Further, in order to comply with these municipal codes shown above, Resolution #24,943 was adopted authorizing the City Manager to enter into a contract agreement with HDL to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services, and Business License Discovery and Audit Services in 2019.

STATEMENT OF ISSUE

When the original contract with HDL expired in June of 2022, staff continued to accept audit services from HDL. This was done in order to maintain operational audits and assurance for crucial tax revenue sources. HDL had performed the work in a satisfactory manner consistent with the City achieving its goals for the audits. As a result of HDL's work, approximately Five-Thousand Six-Hundred Fifty-Eight Dollars ($5,658) of revenue was realized, which cost the City approximately Eight Hundred and Forty-Nine Dollars ($849) in contingent fees. The outstanding balance of HDL's invoices for work performed in FY2023 is Seven Thousand Nine Hundred Eighty-Seven Dollars and Forty-Four cents ($7,987.44), which had already been budgeted in the FY2023 City Manager's Department budget. The outstanding balance for work performed in FY2024 is Two Thousand Four Hundred Twenty-One Dollars and Fifty-Six cents ($2,421.56), which is budgeted in the FY2024 City Controller's Department budget. The combined outstanding amounts equal Ten Thousand Four Hundred and Nine dollars ($10,409).

The following invoices are outstanding:

Invoice #'s	Invoice Date	Invoice Amount
SIN021183	08/31/22	300.00
SIN023424	12/09/22	2,045.93
SIN023759	12/22/22	300.00
SIN026323	03/24/23	2,487.81
SIN026877	03/31/23	300.00
SIN028818	06/15/23	2,253.70
SIN029050	06/23/23	300.00
SIN030656	08/21/23	2,121.56
SIN031818	09/24/23	300.00

Staff is requesting that City Council authorize the City Manager to issue a Purchase Order for the amount of Ten Thousand Four Hundred and Nine Dollars ($10,409) for the outstanding invoices for professional municipal tax and audit consulting services rendered. Staff has also notified the firm to stop services because of the identification of the contract expiration.

FISCAL IMPACT

Funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2023-2024 City Controller's Department Budget.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

APPROVED FOR FORWARDING:

SHARON RAHBAN NAVIZADEH
CITY CONTROLLER FORWARDED TO CITY MANAGER

Attachments: Past Due Invoices

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED TEN THOUSAND FOUR HUNDRED AND NINE DOLLARS ($10,409) FOR HDL'S PAST DUE INVOICES FOR PROFESSIONAL MUNICIPAL TAX AND AUDIT CONSULTING SERVICES RENDERED.

WHEREAS, Section 3-4.25 of the City of Compton Municipal Code states that: "*The City shall annually verify that the taxes owed under this section have been properly applied, exempted, collected, and remitted in accordance with this section, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed."*

WHEREAS, Section 3-5.16 of the City of Compton Municipal Code governs the provisions set for Sales Taxes; and

WHEREAS, Section 3-4.16 a and d. of the City of Compton Municipal Code governs the provisions set for Utility User Taxes; and

WHEREAS, Section 9-1.11 and 9-1.11 a. of the City of Compton Municipal Code governs the provisions set for Business License Taxes; and

WHEREAS, in order to comply with these municipal codes shown above, Resolution #24,943 was adopted authorizing the City Manager to enter into a contract with HDL to provide Utility User Tax Services ("UUT"), Sales Tax Revenue Services, and Business License Discovery and Audit Services in 2019; and

WHEREAS, the authorized contract mentioned above expired in June of 2022; and

WHEREAS, when the original contract with HDL expired in June of 2022, staff continued to accept audit services from HDL. This was done in order to maintain operational audits and assurance for crucial tax revenue sources; and

WHEREAS, as a result of HDL's work, approximately Five-Thousand Six-Hundred Fifty-Eight Dollars ($5,658) of revenue was realized, which cost the City approximately Eight Hundred and Forty-Nine Dollars ($849) in contingent fees; and

WHEREAS, the outstanding balance of HDL's invoices for work performed is Ten Thousand Four Hundred and Nine Dollars ($10,409).

WHEREAS, the following invoices are outstanding; and

Invoice #'s	Invoice Date	Invoice Amount
SIN021183	08/31/22	300.00
SIN023424	12/09/22	2,045.93
SIN023759	12/22/22	300.00
SIN026323	03/24/23	2,487.81

SIN026877	03/31/23	300.00
SIN028818	06/15/23	2,253.70
SIN029050	06/23/23	300.00
SIN030656	08/21/23	2,121.56
SIN031818	09/24/23	300.00

WHEREAS, staff is requesting that City Council authorize the City Manager to issue a Purchase Order for the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) for the outstanding invoices for professional municipal tax and audit consulting services rendered; and

WHEREAS, funds for this expenditure are available within Account No.1001-650-000-4266 in the Fiscal Year 2023-2024 City Controller's Department Budget; and

Account Code	Account Name	Amount
1001-650-000-4266	General Fund Other Contract Services	$10,409

WHEREAS, staff recommends the City Council to adopt the attached Resolution to authorize the City Manager to open a Purchase Order for the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) for professional municipal tax and audit consulting services rendered while the contract was expired; and

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 open a Purchase Order for the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) from the City Controller Department's account 1001-650-000-4266 for Hinderliter, de Llamas and Associates (HDL) for professional municipal tax and audit consulting services rendered.

SECTION 2. That funds in the amount of Ten Thousand Four Hundred and Nine dollars ($10,409) are available in the Fiscal Year 2023-2024 operating budget in account number 1001-650-000-4266 City Controller's Department.

SECTION 3. That a duly copy of the Resolution shall be filed with the offices of the City Manager, City Clerk, City Attorney, and City Controller.

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:

_____
CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Staff Report

(Additional Details)

Section 3-4.25

The City shall annually verify that the taxes owed under this section have been properly applied, exempted, collected, and remitted in accordance with this section, and properly expended according to applicable municipal law. The annual verification shall be performed by a qualified independent third party and the review shall employ reasonable, cost-effective steps to assure compliance, including the use of sampling audits. The verification shall not be required of tax remitters where the cost of the verification may exceed the tax revenues to be reviewed.

Sales Taxes:

Section 3-5.16

By no later than December 31 of each year, the City's independent auditors shall complete a Transactions and Use Tax Ordinance Compliance and Internal Control Audit Report. Such report shall review whether the tax revenues collected pursuant to this ordinance are collected, managed, and expended in accordance with the requirements of this ordinance.

Utility User Taxes:

Section 3-4.16

a. The Tax Administrator shall have the power and duty, and is hereby directed, to enforce each and all of the provisions of this Section 3-4.

d. The Tax Administrator may conduct an audit, to ensure proper compliance with the requirements of this Section 3-4, of any person required to collect and/or remit a tax pursuant to this Section 3-4.

cost of the verification may exceed the tax revenues to be reviewed.

Business License Taxes:

Section 9-1.11

It shall be the duty of the License Collector, and he is hereby directed, to enforce each and all of the provisions of this chapter and of any other Chapter of this Code requiring the payment of any license fee, and the Chief

of Police shall render such assistance in the enforcement of this Chapter as may be required by the License Collector and the Council.

The License Collector in the exercise of the duties imposed upon him, and acting through his deputies or duly authorized employees, shall examine all places of business in the City to ascertain whether or not the provisions of this Chapter have been complied with.

The License Collector and his deputies and duly authorized employees shall have the power to examine all necessary books and records of all persons doing business in the City required to be licensed by the terms of this Chapter, for the purpose of ascertaining the amount of license fee required to be paid by the provisions hereof.

HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN021183

Invoice Date 8/31/2022

Due Date 9/30/2022

Purchase Order #

Invoice Period Q1/2022

Tax Area Code 60448

Service	Charges
Contract Services - Transaction Tax (July-September 2022)	$300.00

Invoice Total: $300.00

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN023424

Invoice Date 12/9/2022

Due Date 1/9/2023

Purchase Order #

Invoice Period Q2/2022

Tax Area Code 19009

Service	Charges
Contract Services - Sales Tax (October-December 2022)	$1,842.51
Audit Services - Sales Tax	$203.42

Invoice Total: $2,045.93

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

INVOICE DETAIL

Compton (19-009)

Allocation Period: Q2/2022
Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Recovery for the Los Angeles Pool - Q2/2022 County Pool % = 0.5048431%

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
342849	21-292	Baghouse & Industrial Sheet Metal Services	024828050	2 of 8	$7,437.98	$0.00	$7,437.98
338190	20-822	Delta Elevator Company	014642793	4 of 8	$4,035.60	$0.00	$4,035.60
323903	18-855	Divisions	102258858	8 of 8	$2,936.48	$0.00	$2,936.48
338316	20-822	Empire Today	206551296	1 of 8	$10,774.44	$0.00	$10,774.44
343618	21-292	Instacart	102370221	2 of 8	$34,871.88	$94,226.36	$129,098.24
338403	20-822	Joseph Cali Systems Design	100868837	1 of 8	$3,596.75	$(586.87)	$3,009.88
324153	18-855	Mancino Door & Window	101247896	7 of 8	$13,987.25	$0.00	$13,987.25
323354	18-855	Mazak Corporation	030686047	8 of 8	$2,412.29	$0.00	$2,412.29
333911	19-996	Mv Tools & Repair	206025088	4 of 8	$2,826.87	$(1.07)	$2,825.80
326657	19-254	Nanostring Technologies	101109296	8 of 8	$1,688.98	$0.00	$1,688.98
322993	18-855	New Avon	102880503	6 of 8	$27,231.77	$0.00	$27,231.77
344189	21-292	Red8	102576225	BQ Only	$0.00	$8,442.72	$8,442.72
342624	21-292	Serb Systems Colorado LLC	246798080	BQ Only	$0.00	$3,511.92	$3,511.92
334435	19-996	Thrive Market Inc Which Will Do Business In C	102800091	3 of 8	$36,971.18	$0.00	$36,971.18
334657	19-996	Zt Systems	097612533	BQ Only	$0.00	$14,255.76	$14,255.76

Total Recovery for County Pool:	**$268,620.29**
Total Revenue for Agency 0.5048431%:	**$1,356.11**
HdL Fee @ 15%:	**$203.42**

Total Amount Due HdL for Q2/2022 : **$203.42**

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HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN023759

Invoice Date 12/22/2022

Due Date 1/22/2023

Purchase Order #

Invoice Period Q2/2022

Tax Area Code 60448

Service	Charges
Contract Services - Transactions Tax (October-December 2022)	$300.00

Invoice Total: $300.00

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN026323

Invoice Date 3/24/2023

Due Date 4/24/2023

Purchase Order #

Invoice Period Q3/2022

Tax Area Code 19009

Service	Charges
Contract Services - Sales Tax (January-March 2023)	$1,842.51
Audit Services - Sales Tax	$645.30

Invoice Total: $2,487.81

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

INVOICE DETAIL

Compton (19-009)

Allocation Period: Q3/2022
Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Direct Allocations

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
355100	22-730	Green Olive	256965120	BQ Only	$0.00	$533.39	$533.39
257177	18-001	Mendez & Jr Auto Repair	100597695	8 of 8	$127.21	$0.00	$127.21
349646	22-229	Rovince Tires	101085421	BQ Only	$0.00	$2,005.24	$2,005.24

Total Revenue Received by Agency:	**$2,665.84**
HdL Fee @ 15%:	**$399.88**

Recovery for the Los Angeles Pool - Q3/2022 County Pool % = 0.5171313%

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
342849	21-292	Baghouse & Industrial Sheet Metal Services	024828050	3 of 8	$5,183.36	$0.00	$5,183.36
338190	20-822	Delta Elevator Company	014642793	5 of 8	$5,540.15	$0.00	$5,540.15
338316	20-822	Empire Today	206551296	2 of 8	$10,359.28	$66,230.97	$76,590.25
343618	21-292	Instacart	102370221	3 of 8	$37,408.43	$0.00	$37,408.43
338403	20-822	Joseph Cali Systems Design	100868837	2 of 8	$3,876.59	$4,509.77	$8,386.36
324153	18-855	Mancino Door & Window	101247896	8 of 8	$13,251.70	$0.00	$13,251.70
333911	19-996	Mv Tools & Repair	206025088	5 of 8	$3,343.07	$0.00	$3,343.07
322993	18-855	New Avon	102880503	7 of 8	$25,680.37	$0.00	$25,680.37
307573	17-237	Patagonia Mail Order	015759831	8 of 8	$23,877.23	$16,187.92	$40,065.15
337388	20-480	TCGPlayer	265373440	BQ Only	$0.00	$24,488.88	$24,488.88
346254	21-828	Three Ten Merchandising Services	103074495	BQ Only	$0.00	$277.71	$277.71
334435	19-996	Thrive Market Inc Which Will Do Business In C	102800091	4 of 8	$8,639.91	$(27,720.66)	$(19,080.75)
343061	21-292	Twig Education	223175168	0 of 8	$0.00	$78,179.70	$78,179.70
342502	21-292	United Rentals	102272413	BQ Only	$0.00	$17,035.25	$17,035.25

Total Recovery for County Pool:	**$316,349.63**
Total Revenue for Agency 0.5171313%:	**$1,635.94**
HdL Fee @ 15%:	**$245.42**

Total Amount Due HdL for Q3/2022 : **$645.30**

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CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN026877

Invoice Date 3/31/2023

Due Date 4/30/2023

Purchase Order #

Invoice Period Q3/2022

Tax Area Code 60448

Service	Charges
Contract Services - Transaction Tax (January-March 2023)	$300.00

Invoice Total: $300.00

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN028818

Invoice Date 6/15/2023

Due Date 7/15/2023

Purchase Order #

Invoice Period Q4/2022

Tax Area Code 19009

Service	Charges
Contract Services - Sales Tax (April-June 2023)	$1,910.68
Audit Services - Sales Tax	$343.02

Invoice Total: $2,253.70

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

INVOICE DETAIL

Compton (19-009)

Allocation Period: Q4/2022
Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Recovery for the Los Angeles Pool - Q4/2022 County Pool % = 0.5165172%

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
342849	21-292	Baghouse & Industrial Sheet Metal Services	024828050	4 of 8	$10,206.38	$0.00	$10,206.38
342058	21-292	Carpet USA	018643578	BQ Only	$0.00	$49,360.37	$49,360.37
355285	22-730	Centralize Leasing Corp	097714349	BQ Only	$0.00	$28,858.04	$28,858.04
353661	22-730	D L Peterson Trust	102809982	BQ Only	$0.00	$30,128.10	$30,128.10
338190	20-822	Delta Elevator Company	014642793	6 of 8	$5,697.85	$0.00	$5,697.85
338316	20-822	Empire Today	206551296	3 of 8	$8,900.78	$0.00	$8,900.78
342736	21-292	Hyve Solutions	102641738	BQ Only	$0.00	$70.22	$70.22
343618	21-292	Instacart	102370221	4 of 8	$41,411.37	$0.00	$41,411.37
338403	20-822	Joseph Cali Systems Design	100868837	3 of 8	$5,022.50	$0.00	$5,022.50
344073	21-292	Mobile Modular Management	021709535	BQ Only	$0.00	$200,368.62	$200,368.62
333911	19-996	Mv Tools & Repair	206025088	6 of 8	$3,098.82	$0.00	$3,098.82
322993	18-855	New Avon	102880503	8 of 8	$26,679.64	$0.00	$26,679.64
334435	19-996	Thrive Market Inc Which Will Do Business In C	102800091	5 of 8	$6,368.41	$0.00	$6,368.41
343061	21-292	Twig Education	223175168	0 of 8	$0.00	$14,811.68	$14,811.68
355620	22-730	Yamada Enterprises	097193960	BQ Only	$0.00	$11,760.80	$11,760.80

Total Recovery for County Pool:	**$442,743.58**
Total Revenue for Agency 0.5165172%:	**$2,286.85**
HdL Fee @ 15%:	**$343.02**

Total Amount Due HdL for Q4/2022 : **$343.02**

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CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN029050

Invoice Date 6/23/2023

Due Date 7/23/2023

Purchase Order #

Invoice Period Q4/2022

Tax Area Code 60448

Service	Charges
Contract Services - Transaction Tax (April-June 2023)	$300.00

Invoice Total: $300.00

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

120 S State College Blvd, Suite 200 | Brea, CA 92821 | (714) 879-5000 | hdlcompanies.com

CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number SIN030656

Invoice Date 8/21/2023

Due Date 9/21/2023

Purchase Order #

Invoice Period Q1/2023

Tax Area Code 19009

Service	Charges
Contract Services - Sales Tax (July-September 2023)	$1,910.68
Audit Services - Sales Tax	$210.88

Invoice Total: $2,121.56

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

HdL Companies

INVOICE DETAIL

Compton (19-009)

Allocation Period: Q1/2023
Contract Terms: 15%, 8 Prospective Quarters + Any Back Quarters

Direct Allocations

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
319246	18-481	A&C Supplies And Paint	103202231	0 of 2	$0.00	$148.82	$148.82

Total Revenue Received by Agency:	**$148.82**
HdL Fee @ 15%:	**$22.32**

Recovery for the Los Angeles Pool - Q1/2023 County Pool % = 0.5518600%

HdL Case No.	Work Auth No.	Firm Name	Account No.	Prospective Qtrs. Inv.	Reg Pymts	Back Qtrs	Total
312525	17-617	Anastasia Beverly Hills Inc	101190614	1 of 8	$9,664.46	$28,125.22	$37,789.68
342849	21-292	Baghouse & Industrial Sheet Metal Services	024828050	5 of 8	$10,108.62	$0.00	$10,108.62
338190	20-822	Delta Elevator Company	014642793	7 of 8	$4,554.23	$0.00	$4,554.23
338316	20-822	Empire Today	206551296	4 of 8	$8,897.97	$0.00	$8,897.97
343618	21-292	Instacart	102370221	5 of 8	$26,517.21	$0.00	$26,517.21
338403	20-822	Joseph Cali Systems Design	100868837	4 of 8	$4,704.24	$621.96	$5,326.20
342351	21-292	Lenovo United States	102878277	BQ Only	$0.00	$115,655.48	$115,655.48
333911	19-996	Mv Tools & Repair	206025088	7 of 8	$4,624.11	$0.00	$4,624.11
334435	19-996	Thrive Market Inc Which Will Do Business In C	102800091	6 of 8	$14,304.73	$0.00	$14,304.73

Total Recovery for County Pool:	**$227,778.23**
Total Revenue for Agency 0.5518600%:	**$1,257.02**
HdL Fee @ 15%:	**$188.56**

Total Amount Due HdL for Q1/2023 : **$210.88**

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CITY OF COMPTON
ATTN:FINANCE DEPARTMENT
205 S. WILLOWBROOK AVE.
COMPTON, CA 90220
US

Invoice Number	SIN031818
Invoice Date	9/24/2023
Due Date	10/24/2023

Purchase Order #

Invoice Period Q1/2023

Tax Area Code 60448

Service	Charges
Contract Services - Transaction Tax (July-September 2023)	$300.00

Invoice Total: $300.00

Please Make Check Payable to: Hinderliter de Llamas & Associates

Should you have any questions or inquiries, please contact the Accounting Department via email: accounting@hdlcompanies.com.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
HINDERLITER, de LLAMAS AND ASSOCIATES
[SALES, USE AND TRANSACTIONS TAX AUDIT AND INFORMATION SERVICES]

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **HINDERLITER, de LLAMAS AND ASSOCIATES** (hereinafter referred to as **"CONSULTANT"**), located at 120 South State College Boulevard, Suite 200, Brea, California 92821.

RECITALS

WHEREAS, tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation/compliance errors, and

WHEREAS, an effective program of tax management will improve identification of economic opportunities; provide for more accurate tax forecasting; and assist in related revenue collections; and

WHEREAS, City desires the combination of data entry, report preparation and analysis necessary to effectively manage its tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

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

WHEREAS, by Resolution No. 24,943, adopted on the 19th of February 2019, the City Council authorized the City Manager to enter into a professional services agreement with the Consultant (Hinderliter, de Llama and Associates) to provide the needed services; and

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

NOW, THEREFORE, Consultant and City, (collectively the "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. SERVICES TO BE RENDERED BY CONSULTANT

a. See Scope of Services – Exhibit A-1 Sales, Use and Transactions Tax Audit Services.
b. See Scope of Services – Exhibit A-2 Business License Tax Service and Business License Tax Compliance Services.
c. See Scope of Services – Exhibit A-3 Utilities Users Tax Program

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. Consultant agrees to perform all the said services and to the extent not furnished by the City, furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and will keep the services under its control. On demand of City, if any employee or subconsultant of Consultant fails or refuses to tor improper manner, he or she will be discharged immediately from the services to be rendered pursuant to this Agreement.

2. DURATION OF CONTRACT

The term of this Agreement shall commence on or about March 1, 2019 and continue through June 30, 2021, unless this Agreement is terminated sooner. Upon mutual agreement of the Parties, this Agreement may be extended, in writing, for one (1) additional year of Services (i.e. July 1, 2021 through June 30, 2022).

3. CONSIDERATION

a. See Exhibit B – Fee Schedule

4. CONFIDENTIALITY; OWNERSHIP/USE OF INFORMATION

a. Section 7056 of the State of California Revenue and Taxation Code specifically limits the disclosure of confidential taxpayer information contained in the records of the California Department of Tax and Fee Administration. Section 7056 specifies the conditions under which a City may authorize persons other than City officers and employees to examine State Sales and Use Tax records.

b. The following conditions specified in Section 7056-(b), (1) of the State of California Revenue and Taxation Code are hereby made part of this Agreement:

(1) Consultant is authorized by this Agreement to examine sales, use or transactions and use tax records of the Department of Tax and Fee Administration provided to City pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law Revenue and Taxation Code section 7200 et.seq.

(2) Consultant is required to disclose information contained in, or derived from, those sales, use or transactions and use tax records only to an officer or employee of the City who is authorized by resolution to examine the information.

(3) Consultant is prohibited from performing consulting services for a retailer, as defined in California Revenue & Taxation Code Section 6015, during the term of this Agreement.

(4) Consultant is prohibited from retaining the information contained in, or derived from those sales, use or transactions and use tax records, after this Agreement has expired. Information obtained by examination of Department of Tax and Fee Administration records shall be used only for purposes related to collection of local sales and use tax or for other governmental functions of the City as set forth by resolution adopted pursuant to Section 7056 (b) of the Revenue and Taxation Code. The resolution shall designate the Consultant as a person authorized to examine sales and use tax records and certify that this Agreement meets the requirements set forth above and in Section 7056 (b), (1) of the Revenue and Taxation Code.

c. Software Use. Consultant hereby provides authorization to City to access Consultant's Sales Tax website if City chooses to subscribe to the software and reports option. The website shall only be used by authorized City staff. No access will be granted to any third party without explicit written authorization by Consultant. City shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said software. The software use granted hereunder shall not imply ownership by City of said software, or any right of City to sell said software or the use of same, or any right to use said software for the benefit of others. This software use authorization is not transferable. Upon termination or expiration of this Agreement, the software use authorization shall expire, and all City staff website logins shall be de-activated.

d. Proprietary Information. As used herein, the term "proprietary information" means all information or material that has or could have commercial value or other utility in Consultant's business, including without limitation: Consultant's (i) computer or data processing programs; (ii) data processing applications, routines, subroutines, techniques or systems; desktop or web-based software; (iii) business processes; (iv) marketing plans, analysis and strategies; and (v) materials and techniques used; as well as the terms and conditions of this Agreement. Except as otherwise required by law, City shall hold in confidence and shall not use (except as expressly authorized by this Agreement) or disclose to any other party any proprietary information provided, learned of or obtained by City in connection with this Agreement. The obligations imposed by this Section 4-d shall survive any expiration or termination of this Agreement or otherwise. The terms of this Section 4-d shall not apply to any information that is public information.

5. CITY MATERIALS AND SUPPORT

City shall adopt a resolution in a form acceptable to the California Department of Tax and Fee Administration and in compliance with Section 7056 of the Revenue and Taxation Code, authorizing Consultant to examine the confidential sales tax records of City. City further agrees to provide any information or assistance that may readily be available such as business license records within the City and to provide Consultant with proper identification for contacting businesses. City further agrees to continue Consultant's authorization to examine the confidential sales tax records of the City by maintaining Consultant's name on the City resolution or by providing copies of future allocation reports on computer readable magnetic media until such time as all audit adjustments have been completed by the California Department of Tax and Fee Administration and any audit fee owing to Consultant has been paid.

6. LICENSE, PERMITS, FEES AND ASSESSMENTS

Consultant shall obtain such licenses, permits and approvals (collectively the "Permits") as may be required by law for the performance of the Services. City shall assist Consultant in obtaining such Permits, and City shall absorb all fees, assessments and taxes which are necessary for any Permits required to be issued by City.

7. TERMINATION

This Agreement may be terminated for convenience by either party by giving 30 days written notice to the other of such termination and specifying the effective date thereof. Upon the presentation of such notice, Consultant may continue to perform Services through the date of termination. Following termination of this Agreement, City shall continue to timely pay Consultant's invoices for Services performed and not paid for prior to termination. Anything to the contrary herein notwithstanding (and without limitation on the foregoing sentence), City shall continue to pay to Consultant the audit fee for tax payments received by City after termination of this Agreement from (i) state fund transfers for back quarter reallocations and the first eight consecutive calendar quarters following completion of the allocation audit by Consultant and confirmation of corrections by the California Department of Tax and Fee Administration; and (ii) businesses identified by Consultant pursuant to Section 3-b-2 above, to the extent such businesses commence or continue to make increased tax payments during the first 24 months following termination of this Agreement.

8. INDEPENDENT CONSULTANT STATUS

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

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

9. SUCCESSORS, ASSIGNMENT AND DELEGATION

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

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

10. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

11. SUBCONTRACTING

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

12. OTHER CONSULTANTS

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

13. COOPERATIVE AGREEMENT

It is intended any other public agency (e.g., City, county, district, public authority, public agency, municipality, or other political subdivision of California) located in the state of California shall have an option to procure identical services as set forth in this Agreement. The City of Compton shall incur no responsibility, financial or otherwise, in connection with orders for services issued by another public agency. The participating public agency shall accept sole responsibility for securing services or making payments to the vendor.

14. INDEMNIFICATION

a. With respect to losses, claims, liens, demands and causes of action arising out of the City's use of the results of Consultant's services as provided to the City pursuant to this Agreement, Consultant hereby agrees to protect, defend, indemnify, and hold the City free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the City arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the City).

b. City hereby agrees to protect, defend, indemnify, and hold Consultant free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character arising from City's negligent performance or lack of performance under this Agreement including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by Consultant arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Consultant).

c. Each party to this Agreement agrees to investigate, handle, respond to, provide defense for, and defend at its sole expense any such claims, demand, or suit for which it has agreed to indemnify the other party pursuant to this section. Each party also agrees to bear all other costs and expenses related to its indemnity obligation, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way the liability of Consultant or the City but is intended solely to provide for indemnification of each party from liability for damages or injuries to third persons or property arising from this contract or agreement on the terms set forth in this section.

15. INSURANCE

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

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

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

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

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

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

16. IRREPARABLE HARM

Consultant and City each understands and agrees that any breach of this Agreement by either of them may cause the other party hereto irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that such other party shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any further breach and for such other relief as such other party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to such other party at law or in equity. The parties hereto expressly waive the defense that a remedy in damages will be

adequate and any requirement in an action for specific performance or injunction hereunder for the posting of a bond.

17. DISPUTE RESOLUTION

The Parties agree to make a diligent, good faith attempt to resolve any claim, controversy or dispute arising out of or relating to this Agreement, or concerning the breach or interpretation thereof. If a dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, the parties agree to resolve the dispute pursuant to the following procedures. Each Party shall designate an authorized representative to negotiate the dispute, and said representative will attempt to resolve the dispute by any means within their authority.

If the issue remains unresolved after thirty (30) days, the Parties will resolve any remaining dispute through (non-binding) arbitration. The non-binding arbitration process will provide for the selection by both Parties of a disinterested third person arbitrator within thirty (30) days. If the Parties cannot agree upon an arbitrator, then a single neutral arbitrator will be appointed pursuant to Section 1281.6 of the Code of Civil Procedure. The place of the arbitration shall be in Los Angeles County, California. The arbitrator will follow the substantive laws of the State of California, including rules of evidence, and the arbitrator's decision will be supported by substantial evidence. The arbitrator will have no power, authority or jurisdiction to award any punitive or exemplary damages. The award will be made within six (6) months, and the prevailing Party will be entitled to an award of reasonable attorneys' fees, consultant and expert witness fees, and any and all costs for services rendered to or for such prevailing Party. If non-binding arbitration does not result in settlement of the dispute within six (6) months, either Party may pursue other legal remedies for a determination of the dispute.

This provision is not intended to, nor shall it be construed to, change the time periods for filing any claim or action under Government Code Sections 900, et seq. This dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either party initiating litigation. By executing this Agreement, you are agreeing to the dispute resolution process described in this section.

_____ _____
CITY (initial) **CONSULTANT (initial)**

18. CERTIFICATIONS

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

CONSULTANT	3/4/19 **DATE**

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to its choice of law provisions). If any legal action is necessary to enforce or interpret this Agreement, the parties agree that such action shall be brought in the Superior Court for the State of California, County of Los Angeles, or the U.S. District Court for the Central District of California, Western Division. The parties hereby submit to the exclusive jurisdiction of such courts and waive any other venue to which either party might be entitled by domicile or otherwise.

20. ATTORNEYS' FEES

If any party hereto brings an action or proceeding under this Agreement or to declare rights hereunder, the Prevailing Party in any such proceeding, action, or appeal thereon shall be entitled to recover all reasonable fees, costs and expenses, including reasonable attorneys' fees. Such fees, costs and expenses may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. "Prevailing Party" shall mean and include, without limitation, a party who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other party of its claim or defense.

21. SEVERABILITY; NO WAIVER

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the other provisions of this Agreement, which shall remain in full force and effect. If any of the provisions of this Agreement shall be deemed to be unenforceable by reason of its extent, duration, scope or otherwise, then the parties contemplate that the court making such determination shall enforce the remaining provisions of this Agreement, and shall reduce such extent, duration, scope, or other provision and shall enforce them in their reduced form for all purposes contemplated by this Agreement. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

22. NOTICES

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

To Consultant:	**Hinderliter, de Llamas and Associates** **120 South State College Boulevard, Suite 200** **Brea, California 92821** **Attn: Andrew Nickerson, President** **(714) 879-5000 - phone** **(909) 861-7726 - fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Controller** **(310) 605- 5576 - phone** **(310) 764-5897 - fax.**
With copies to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

23. ENTIRE AGREEMENT; ETC.

This Agreement expresses the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous proposals, agreements, representations and understandings, whether written or oral, with respect to the subject matter. This Agreement may not be amended or modified except in writing signed by each of the parties hereto. This Agreement shall be construed as to its fair meaning and not strictly for or against either party. The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.

24. COUNTERPARTS; AUTHORITY TO SIGN

This Agreement may be executed in any number of counterparts, each of which will constitute an original and all of which, when taken together, will constitute one agreement. Any signature pages of this Agreement transmitted by facsimile or sent by email in portable document format (PDF) will have the same legal effect as an original executed signature page. Each of the persons signing on behalf of a party hereto represents that he or she has the right and power to execute this Agreement on such party's behalf.

SIGNATURES ON NEXT PAGE

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

HINDERLITER, de LLAMAS AND ASSOCIATES
CONSULTANT

Dated: 3/4/19 **By** _____
Andrew Nickerson, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated:** 3/5/2019
Rafaela King, Controller
City Controller's Office

Approved by:

Dated: 03/11/2019 **By** _____
Cecil W. Rambo, Jr., City Manager

Approved as to form:

By _____ **Dated:** 3/7/19
Craig J. Cornwell, City Attorney

ATTEST:

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Dated: 3/12/2019 **By** _____
Alita Godwin, City Clerk

EXHIBIT A-1 - SCOPE OF SERVICES

SALES, USE AND TRANSACTION TAX AUDIT SERVICES

The CONSULTANT shall perform the following services (collectively, the "Services"):

A. SALES TAX AND ECONOMIC ANALYSIS SERVICES

1. CONSULTANT shall establish a special database that identifies the name, address and quarterly allocations of all sales tax producers within the CITY for the most current and all quarters back to fiscal year 1991-1992 or earlier, if the CITY has prior historical sales tax data available on computer readable magnetic media. This database will be utilized to generate special reports to the CITY on: major sales tax producers by rank and category, sales tax activity by categories, or business districts, identification of reporting aberrations, and per capita and outlet comparisons with regional and statewide sales.

2. CONSULTANT shall provide updated reports following each calendar quarter identifying changes in sales by individual businesses, business groups and categories and by geographic area. These reports may include, without limitation, quarterly aberrations due to State audits, fund transfers, and receivables along with late or double payments, and quarterly reconciliation worksheets to assist with budget forecasting. CONSULTANT shall meet quarterly with CITY.

3. CONSULTANT shall additionally provide following each calendar quarter a summary analysis for the CITY to share with Council Members Chambers of Commerce, other economic development interest groups and the public that analyze CITY'S sales tax trends by major groups, and geographic areas without disclosing confidential information.

4. CONSULTANT shall make available to CITY staff CONSULTANT's web-based sales tax computer software program containing sellers permit and quarterly allocation information for all in-city business outlets registered with the Department of Tax and Fee Administration and updated quarterly. This software shall allow CITY staff to search businesses by street address, account number, business name, business type and keyword, arrange data by geographic area, and print out a variety of reports.

B. ALLOCATION AUDIT AND RECOVERY SERVICES

1. CONSULTANT shall conduct initial and on-going sales, use and transactions tax audits to identify and correct distribution and allocation errors, and to proactively affect favorable registration, reporting or formula changes thereby generating previously unrealized sales, use and transactions tax income for the CITY and/or recovering misallocated tax from previously properly registered taxpayers. Common errors that will be monitored and corrected include, but are not limited to: transposition errors resulting in misallocations; erroneous consolidation of multiple outlets; formula errors, misreporting of "point of sale" to the wrong location; delays

in reporting new outlets; misallocating use tax payments to the allocation pools or wrong jurisdiction; and erroneous fund transfers and adjustments.

2. CONSULTANT shall initiate contacts with state agencies, and sales management and accounting officials in companies that have businesses where a probability of error exists to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner.

3. CONSULTANT shall (i) prepare and submit to the Department of Tax and Fee Administration information for the purpose of correcting allocation errors that are identified and (ii) follow-up with individual businesses and the California Department of Tax and Fee Administration to promote recovery by the CITY of back or prospective quarterly payments that may be owing.

4. If during the course of its audit, CONSULTANT finds businesses located in the CITY that are properly reporting sales and use tax but have the potential for modifying their operation to provide an even greater share to the CITY, CONSULTANT may so advise CITY and work with those businesses and the CITY to encourage such changes.

C. DEFICIENCY/ALLOCATION REVIEWS AND RECOVERY

1. CONSULTANT shall conduct on-going reviews to identify and correct unreported transactions and tax payments and distribution errors thereby generating previously unrealized revenue for the CITY. Said reviews shall include:

   (ii) Comparison of county-wide local tax allocations to transactions tax for brick and mortar stores and other cash register-based businesses, where clearly all transactions are conducted on-site within the Measure "P" CITY boundaries, and therefore subject to transactions tax.
   (iii) Review of any significant one-time use tax allocations to ensure that there is corresponding transaction tax payments for taxpayers with nexus within the CITY boundaries.
   (iv) Review of state-wide transactions tax allocations and patterns to identify any obvious errors and omissions.
   (v) Identification and follow-up with any potentially large purchasers of supplies and equipment (e.g. hospitals, universities, manufacturing plants, agricultural operations, refineries) to ensure that their major vendors are properly reporting corresponding transactions tax payments to the Measure "P" Transactions Tax District.

2. CONSULTANT will initiate, where the probability of an error exists, contacts with the appropriate taxpayer management and accounting officials to verify whether current tax receipts accurately reflect the local sales activity. Such contacts will be conducted in a professional and courteous manner so as to enhance CITY's relations with the business community.

3. CONSULTANT shall prepare and submit to the Department of Tax and Fee Administration all information necessary to correct any allocation errors and deficiencies that are identified, and shall follow-up with the individual businesses and the California Department of Tax and Fee Administration to ensure that all back quarter payments due the CITY are recovered.

D. DATA BASE MANAGEMENT, REPORTS AND STAFF SUPPORT

1. CONSULTANT shall establish a database containing all applicable Department of Tax and Fee Administration (CDTFA) registration data for each business within the Measure "P" District boundaries holding a seller's permit account. Said database shall also identify the quarterly transactions and use tax allocations under each account for the most current and previous quarters where available.

2. CONSULTANT shall provide updated reports each quarter identifying changes in allocation totals by individual businesses, business groups and by categories. Quarterly aberrations due to State audits, fund transfers, and receivables, along with late or double payments, will also be identified. Quarterly reconciliation worksheets to assist finance officer with budget forecasting will be included.

3. CONSULTANT shall advise and work with CITY Staff on planning and economic questions related to maximizing revenues, preparation of revenue projections and general information on sales, transactions and use tax questions.

4. CONSULTANT shall make available to CITY the HdL proprietary software program and Measure "P" database containing all applicable registration and quarterly allocation information for CITY business outlets registered with the Department of Tax and Fee Administration. The database will be updated quarterly.

E. CONSULTING AND OTHER OPTIONAL SERVICES

CONSULTANT may, from time to time in its sole discretion, consult with CITY staff, including without limitation, regarding (i) technical questions and other issues related to sales, use and transactions tax; (ii) utilization of reports to enhance business license collection efforts; and (iii) sales tax projections for proposed annexations, economic development projects and budget planning. In addition to the foregoing optional consulting services, CONSULTANT may, from time to time in its sole discretion, perform other optional Services, including without limitation, negotiating/review of tax sharing agreements, establishing purchasing corporations, and meeting with taxpayers to encourage self-assessment of use tax.

EXHIBIT A-2 - SCOPE OF SERVICES

BUSINESS LICENSE TAX SERVICES

BUSINESS LICENSE TAX COMPLIANCE SERVICES

A. BUSINESS LICENSE TAX SERVICES

1. Tax Registration Database Management – HdL will transfer the City's existing databases as they relate to business license into HdL's internal administration tools. HdL will maintain the data and provide copies of data or reports at the City's request. City will not be required to use or maintain any software in house for managing the business license registry.

2. Renewal Processing – Send active business license accounts a renewal notice within 30 days of the renewal period end date. Accounts will receive all applicable forms necessary to complete the renewal process.

3. New Account Processing – HdL will process any new business license applications and complete the new account registration process in a timely fashion.

4. Payment Posting/Processing – HdL will process all payments for new and renewal accounts. License accounts will be updated with payment information and revenues will be remitted to the City net banking and related processing fees on no less than a monthly basis.

5. Business Support Center – HdL will provide businesses with multiple support options for registering, renewing, making payments and for general inquiries. Businesses will have access to our license specialists Monday through Friday, 8:00am to 5:00pm Pacific, via phone, mail, e-mail, fax, and the Business Support Center On-Line.

6. On-Line Filing & Payment Processing – HdL will make available options for businesses to visit a website, linked to the City's website, to submit online transactions.

B. BUSINESS LICENSE TAX COMPLIANCE SERVICES

HdL will ensure a level playing field for the business community and maximize revenues to the City. Discovery services will be conducted to identify and register businesses which are subject to licensure or taxation. Audit services will identify under reported tax liability for business and lodging providers. Collections Services will collect known debt from businesses that did not pay in full during the registration or renewal process. The scope of work to be performed will be mutually agreed upon by HdL and City prior to implementation.

1. Discovery – Discovery services are designed to identify entities subject to licensure/taxation that are not currently registered or otherwise non-compliant.

- Lead Identification – Develop a list of entities subject to licensure/taxation within the City.

- Exception Resolution – Compare the list to City registration databases to remove properly registered businesses and identify and remove other potential exceptions.

- Compliance Communication Process – Initiate contact with confirmed entities through a series of City approved communication methods. HdL will make every effort to simplify the process for taxpayers, utilizing a variety of mediums for communication including mail, telephone, email, and web-site access. Potential non-compliant entities are notified of their options to comply or dispute their non-compliant status. HdL offers extended office hours for support via our Business Support Center available to taxpayers 8:00am – 5:00pm Monday - Friday.

- Document Submission / Processing – Review Taxpayer submissions such as applications for completion and accuracy prior to processing. Collect additional documentation such as a home occupation permit and forward to other City departments either as a pre-requisite or as a courtesy for the taxpayer and other departments. All submissions are filed and stored electronically and made available to the City upon request.

- Invoicing – Once application has been approved, invoice entity indicating detailed tax calculations and balances owed. Taxpayers are given the opportunity to pay their balances via mail, online, and other methods. HdL will provide Taxpayers continued access to the Business Support Center for any questions or disputes arising from the invoice process.

- Remittance – Upon collection of all requirements including payment, application and other prerequisites, HdL will prepare a remittance package including payment documentation as well as copies of all taxpayer correspondence and relevant information. Remittances are done on no less than a monthly basis. Remittances packages done electronically via the HdL electronic remittance process will include Applications and other relevant information an electronic format. Revenues received are deposited into an HdL trust account and funds are distributed to the City in one payment net HdL's fees.

2. Audit – Audit services are designed to identify businesses that are registered but not properly reporting or paying the correct amounts. Services to be performed may include:

   - Identify potential underreporting and/or misclassified businesses by comparing City records with HdL business inventories.

   - Review/audit entities mutually agreed to by City and HdL that are identified as potential underreporting businesses or other entities requiring review.

- Submit audit summaries to City staff and meet with staff to review and discuss further actions.

- Educate businesses on proper reporting practices.

- Invoice and collect identified deficiencies.

3. City's Responsibilities

- Data – City will provide its relevant business databases, such as the business license registry (registrations and payments), and any other information necessary for the compliance process or to facilitate HdL's invoicing of services, to HdL according to a schedule acceptable to both HdL and the City. City agrees to provide the data as long as this Agreement is active, and thereafter for so long as HdL's right to invoice for services rendered continues.

- City agrees to use reasonable and diligent efforts to collect, or to assist HdL in the collection of, deficiencies identified by HdL pursuant to this Agreement.

A. APPROACH AND METHODOLOGY

1. Utilities User Tax Program

Azavar will provide the City a comprehensive UUT management program for gas, electricity, water, wired or wireless communications, including VoIP, conferencing, private communication services, and the California Department of Taxes and Fees Administration (CDTFA), in accordance with AB 1717, direct sellers of prepaid wireless revenues. The program will be delivered in accordance with the approach below.

a. Compliance

Azavar will perform audits for each applicable utility users tax remitted by providers of telecommunications, electric, natural gas services, water/sewer/storm water, waste and cable services

Azavar's Audit Program is initiated with a kickoff meeting via conference call and followed by one onsite visit to collect necessary information for the audit. Azavar will require a database of all properties within the municipal boundaries of the City, the most current local contracts with utilities, summarized revenues in a spreadsheet outlining utility users tax for recent payments, and Letters of Agency permitting Azavar to communicate and audit the parties responsible for collecting and remitting utility user taxes.

Two primary types of analyses are conducted to get the most accurate gross receipts/revenue: geographic address verification audit and gross revenue audit.

1. Geographic Address Verification Audits

Azavar will conduct an address audit to verify the address databases of local utility Providers. A comprehensive review of the City's codes and agreements is performed to ensure there is compliance from utility providers. Azavar staff look for inaccuracies in the utility's databases by examining addresses and corresponding taxing jurisdictions of utility customers. When an address is determined to be listed within the City boundaries but not on a provider's list as incorporated, Azavar will request that the utility change the taxing jurisdiction to properly reflect the City's municipal boundaries. When the correction process involves a change or amendment to existing ordinances, we will ensure that future tax remittances are accurate for each address identified as part of our findings. A determination of the period a user tax has been misallocated and an assessment to the applicable taxes, interest, and penalties owed to the municipality will be given to the City for review.

2. Gross Revenue Audits

Gross revenue audits will determine if proper taxes and fees derived from local users and subscribers of utility services are being calculated and remitted appropriately by the utility provider. We will determine if any revenues remain unaccounted for when tax remittances are being computed by a provider.

To accomplish this, our staff will conduct an analysis of remittances from providers and the requirements of the ordinances, franchise agreements, and state laws to ensure they are being taxed at the proper rate. We will then further investigate to ensure the providers are taxing all categories properly when computing the gross revenue. Finally, we will determine discrepancies and computed amounts owed including interest and penalties. We will then work with the providers to correct any computation errors going forward and recover back UUT revenues.

3. Initial Findings

Initial Findings will typically be delivered within 90 days of receipt of data from each utility provider or CDTFA for each UUT audit. Azavar will make all reasonable efforts to hold Providers accountable for making corrections and responding in a timely fashion. Provider deadlines are set to work within the confines of City ordinances. Quarterly updates will be provided to City staff and upon conclusion of audits. We will work with the City to ensure that proper controls and administrative systems are in place to prevent future Provider error and miscalculation.

B. ADMINISTRATION

1. Regular Revenue Administration

To keep track of all revenue streams Azavar will provide automated administration of monthly UUT filing forms and remittances as provided to the City's Finance Director. We set up automated administration for gas, electricity, water, wired or wireless communications, including VoIP, conferencing, private communication services.

2. Geocode Monitoring

Azavar will develop and maintain a process of accounting for addresses by providers. A proprietary address range database assures accurate address range information within the City's boundaries. Such databases will reflect the latest available information from the Local Agency Formation Commission (LAFCO) regarding City boundary changes due to annexations or other municipal reorganizations. Upon request, Azavar will verify if an address is properly geocoded to the taxing jurisdiction within the City.

3. Exemption Management

Azavar will keep track of all exemptions and exemption changes. Azavar will process and monitor City UUT exemption forms including exempt Federal Credit Unions, exempt insurance and insurance agents, and other federal or state entities authorized under the City's UUT ordinance or state statute. There will be periodic reviews of exemption lists of utility service providers and the CDTFA.

4. Revenue Forecasts

Azavar will provide City staff with revenue forecasts based on industry and historical trends and other relevant factors. This will ensure the City is prepared for changes that will affect UUT revenues.

C. REVENUE AND ENHANCEMENT SERVICES

We provide reviews, written recommendations, and other periodic communications, including conference calls, emails, and workshops to best incorporate our protection and enhancement services into the City's ordinances and to ensure compliance with new and/or updated state and federal regulations. The following is our approach for this service:

1. Ordinance and Technology Updates

We make keeping up with rapid technology and ordinance changes easier to manage. We assist the City in maintaining all utility user revenue streams by reviewing the City's UUT ordinance for any updates that need to be made to address deregulation, litigation, changes in laws or regulations, the unbundling of traditional utility services, or the introduction of new technologies to provide utility services.

2. State and Federal Legislation

Understanding how changes in the law at the state and federal level may affect local governments and their revenue streams has become a challenge to keep up with. To address these changes Azavar utilizes its Expert Consultants Group to monitor proposed state and federal legislation and identify issues affecting the City's UUT revenues. Should any new and/or updated changes be found, we will alert the City and make recommendations on positions to best impact the City's revenue.

3. Regulatory Agencies

There are several regulatory agencies which oversee providers of UUT. Azavar can help the City ensure any changes by any of these agencies will be addressed quickly and timely. We monitor proceedings at the various regulatory proceedings (e.g., California Public Utilities Commission, Federal Commerce Commission, and Federal Energy Regulatory Commission) that potentially impact the City's UUT. Should there be any rulings that will affect the City's UUT revenues, Azavar will make appropriate recommendations to the City to ensure no revenue is lost.

EXHIBIT B – COMPENSATION

I. SALES, USE AND TRANSACTIONS TAX AUDIT SERVICES

A. CONSULTANT shall provide the sales tax and economic analysis Services described in Exhibit A-1 for a fee of **$550** per month, commencing with the month of the Effective Date (hereafter referred to as "monthly fee"). The monthly fee shall be invoiced quarterly in arrears, and shall be paid by CITY no later than 30 days after the invoice date. The monthly fee shall increase annually following the month of the Effective Date by the percentage increase in the "CPI" for the preceding twelve month period. In no event shall the monthly fee be reduced by this calculation. For purposes of this Agreement, the "CPI" shall mean the Consumer Price Index - All Urban Consumers for the surrounding statistical metropolitan area nearest CITY, All Items (1982-84 = 100), as published by the U.S. Department of Labor, Bureau of Labor Statistics, or, if such index should cease to be published, any reasonably comparable index selected by CONSULTANT.

B. CONSULTANT shall be further paid **15%** of all new and recovered sales, use and transactions tax revenue received by the CITY as a result, in whole or in part, of the allocation audit and recovery services described in Section II-B above (hereafter referred to as "audit fee"), including without limitation, any reimbursement or other payment from any state fund and any point of sale misallocations.

1. The audit fee shall be paid even if CITY assists, works in parallel with, and/or incurs attorneys' fees or other costs or expenses in connection with any of the relevant Services. Among other things, the audit fee applies to state fund transfers received for back quarter reallocations and monies received in the first eight consecutive reporting quarters following completion of the allocation audit by CONSULTANT and confirmation of corrections by the California Department of Tax and Fee Administration. CITY shall pay audit fees upon CONSULTANT'S submittal of evidence of CONSULTANT'S work in support of recovery of subject revenue, including, without limitation, copies of CDTFA 549-S petition forms of any other correspondence between CONSULTANT and the Department of Tax and Fee Administration or the taxpayer.

2. For any increase in the tax reported by businesses already properly making tax payments to CITY, it shall be CONSULTANT's responsibility to support in its invoices the audit fee attributable, in whole or in part, to CONSULTANT's Services.

C. CONSULTANT shall be paid **$100** monthly billed quarterly for the transaction district tax reports that we include with the quarterly sales tax analyses. CONSULTANT shall be paid **25%** of the initial amount of new transactions or use tax revenue received by the CITY as a result of audit and recovery work performed by CONSULTANT (hereafter referred to as "audit fees"). New revenue shall not include any amounts determined and verified by CITY or CONSULTANT to be increment attributable to causes other than CONSULTANT'S work pursuant to this agreement. In the event that CONSULTANT is responsible for an increase in the tax reported by businesses already properly making tax payments to the CITY, it shall be CONSULTANT'S responsibility to separate and support the incremental amount attributable to its efforts prior to the application of the audit fee. Said audit fees will apply to state fund transfers received for those specific quarters identified as being missing and/or deficient following completion of the audit by CONSULTANT and confirmation of corrections by the California Department of Tax and Fee Administration but shall not apply prospectively to any future quarter. CONSULTANT shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for audit fees.

D. CONSULTANT shall invoice CITY for any consulting and other optional Services rendered to CITY in accordance with Section II-E above based on the following hourly rates on a monthly or a quarterly basis, at CONSULTANT's option. All such invoices shall be payable by CITY no later than 30 days following the invoice date. CITY shall not be invoiced for any consulting Services totaling less than an hour in any month. The hourly rates in effect as of the Effective Date are as follows:

Principal	$325 per hour
Programmer	$295 per hour
Senior Analyst	$245 per hour
Analyst	$195 per hour

CONSULTANT may change such hourly rates from time to time upon not less than 30 days' prior written notice to CITY.

E. Any invoices not paid in accordance with the Thirty (30) day payment terms, shall accrue monthly interest at a rate equivalent to ten percent (10%) per annum until paid.

F. CONSULTANT unilaterally retains the right to divide any recovery bills in excess of $25,000 over a one (1) year period (Four (4) quarterly billings).

G. CONSULTANT shall provide CITY with an itemized quarterly invoice showing all formula calculations and amounts due for the audit fee (including, without limitation, a detailed listing of any corrected misallocations), which shall be paid by CITY no later than 30 days following the invoice date.

II. BUSINESS LICENSE TAX SERVICES AND BUSINESS LICENSE TAX COMPLIANCE SERVICES

A. Business License Tax Administration Services

HdL's fees for full scope tax administration services are based on a flat fee of $14.00 per processed business license account. Pricing can be adjusted should the City desire a modified scope of service. Fees are adjusted at the beginning of each calendar year by the change in the annual Consumer Price Index – West Urban (CPI-WU) as reported by the Bureau of Labor Statistics. Each annual adjustment will not be less than two percent (2%) or greater than ten percent (10%).

B. Business License Tax Discovery Services

HdL's fees are 35% of all revenue received by the City as a result of discovery work performed by HdL. This fee applies to all monies received for the current tax/license period and any prior periods collected, including monies received for taxes, penalties, interest, and fees.

C. Business License Tax Audit Services

HdL's fees for Audit Services rendered for accounts that are mutually agreeable to the City and HdL shall be 35% of the revenues recovered as a result of the Audit work.

D. Business License Tax Ordinance Review

HdL's fee for a comprehensive review and analysis of the City's business license ordinance and tax structure is available for a reduced amount of $10,000 when paired with HdL's Tax Administration Services.

E. Travel Expenses

Travel and lodging expenses are billed at cost and apply to all meetings; including process, training, service, and support. HdL is dedicated to conserving City funds and ensures any travel costs are indeed required and reasonable. HdL also makes use of video and audio conferencing when possible to keep travel expenses to a minimum.

III. UTILITY USER TAX PROGRAM

Azavar Government Solutions charges a contingency fee of 45% for 36 months going forward, and 45% of any back recoveries for geographical address changes. There are no set-up fees or minimum fees. The City makes no payment to Azavar unless funds are recovered to the City under the compliance portion.

1. Optional Compliance Service Available – Cable Franchise Review: Azavar Government Solutions Expert Consultants Group charges $18,000 per franchise reviewed.

2. Administration and Revenue Protection & Enhancement Services Portion: Administration service fees to the City are $250 per UUT type per month and one-tenth of one percent (0.10%) for electronic transaction costs and automated system.

The City's total annual fixed fee for revenue protection and enhancement services shall be the greater of: 1) one-quarter percent (0.25%) of the total UUT revenues received by the City outlined above (based on the prior fiscal year), or 2) five thousand dollars ($5,000) ("Minimum Fee"). In no case shall the City's annual fixed fee exceed thirty-four thousand dollars ($34,000) ("Maximum Fee").

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/5/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff Sawyer 2 Park Plaza, Suite 500 Irvine CA 92614	CONTACT NAME: Sergio Nilchian PHONE (A/C, No, Ext): 949.435.7358 FAX (A/C, No): 949.476.3118 E-MAIL ADDRESS: snilchian@woodruffsawyer.com
INSURED HDLCOMP-01 Hinderliter de Llamas & Associates HdL Software, LLC. 120 S State College Blvd., Suite 200 Brea CA 92821	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Twin City Fire Insurance Company — 29459 INSURER B : National Fire Insurance Company of Hartford — 20478 INSURER C : Continental Insurance Company — 35289 INSURER D : Federal Insurance Company — 20281 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1699842492 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	6056953483	11/15/2017	5/26/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6056953466	11/15/2017	5/26/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	6056953502	11/15/2017	5/26/2019	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 3,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	6056953497	11/15/2018	5/26/2019	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A D	Professional Liability/Claim Made Retroactive Date 2/15/03 CRIME Coverage			72PG0246728 82556901	11/15/2017 12/1/2018	5/26/2019 12/1/2019	Each Claim Aggregate Crime Limit	$2,000,000 $2,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: All projects and operations.
The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are all included as additional insured, coverage is primary and non-contributory, and a waiver of subrogation applies per written contract.

CERTIFICATE HOLDER

City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers
205 South Willowbrook Avenue
Compton CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
City of Compton and its respective elected and appointed officers, officials, employees, agents and 205 South Willowbrook Avenue Compton, CA 90220

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Policy No: 6056953466
Endorsement No: 1
Effective : 11/15/17 - 5/26/19

Insured Name: Hinderliter, de Llamas & Associates | HDL Software, LLC

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	**Hinderliter, de Llamas & Associates | HDL Software, LLC**
Endorsement Effective Date:	**11/15/2017**

SCHEDULE

Name(s) Of Person(s) Or Organization(s):	City of Compton and its respective elected and appointed officers, 205 South Willowbrook Avenue Compton, CA 90220

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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Technology General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

SCHEDULE:

City of Compton and its respective elected and appointed officers, officials, 205 South Willowbrook Avenue Compton, CA 90220

TABLE OF CONTENTS

1. **Additional Insureds**
2. **Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
3. **Bodily Injury – Expanded Definition**
4. **Broad Knowledge of Occurrence/ Notice of Occurrence**
5. **Broad Named Insured**
6. **Estates, Legal Representatives and Spouses**
7. **Expected Or Intended Injury – Exception for Reasonable Force**
8. **In Rem Actions**
9. **Incidental Health Care Malpractice Coverage**
10. **Joint Ventures/Partnership/Limited Liability Companies**
11. **Legal Liability – Damage To Premises**
12. **Medical Payments**
13. **Non-owned Aircraft Coverage**
14. **Non-owned Watercraft**
15. **Personal And Advertising Injury – Discrimination or Humiliation**
16. **Personal And Advertising Injury - Limited Contractual Liability**
17. **Property Damage - Elevators**
18. **Supplementary Payments**
19. **Property Damage – Patterns, Molds and Dies**
20. **Unintentional Failure To Disclose Hazards**
21. **Waiver of Subrogation – Blanket**

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1. **ADDITIONAL INSUREDS**

   a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **K.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

      (1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

      (2) was executed prior to:

         (a) the **bodily injury** or **property damage**; or

         (b) the offense that caused the **personal and advertising injury**,

      for which such additional insured seeks coverage.

   b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

      (1) a higher limit of insurance than required by such contract or agreement; or

      (2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **K.** below.

   Any coverage granted by this endorsement shall apply only to the extent permissible by law.

   A. Controlling Interest

   Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

   1. such person or organization's financial control of a **Named Insured**; or

   2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

   provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

   B. Co-owner of Insured Premises

   A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

   C. Grantor of Franchise

   Any person or organization that has granted a franchise to a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** as grantor of a franchise to the **Named Insured**.

   D. Lessor of Equipment

   Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

   E. Lessor of Land

   Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership,

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maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
   b. the construction, erection, or removal of elevators; or
   c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:
   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

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a. the **Named Insured's** acts or omissions; or

b. the acts or omissions of those acting on the **Named Insured's** behalf,

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard.**

J. Vendor

Any person or organization but only with respect to such person or organization's liability for **bodily injury** or **property damage** arising out of **your products** which are distributed or sold in the regular course of such person or organization's business, provided that:

1. The coverage granted by this paragraph does not apply to:

a. **bodily injury** or **property damage** for which such person or organization is obligated to pay **damages** by reason of the assumption of liability in a contract or agreement unless such liability exists in the absence of the contract or agreement;

b. any express warranty unauthorized by the **Named Insured**;

c. any physical or chemical change in any product made intentionally by such person or organization;

d. repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. any failure to make any inspections, adjustments, tests or servicing that such person or organization has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. demonstration, installation, servicing or repair operations, except such operations performed at such person or organization's premises in connection with the sale of a product;

g. products which, after distribution or sale by the **Named Insured**, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for such person or organization; or

h. **bodily injury** or **property damage** arising out of the sole negligence of such person or organization for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) the exceptions contained in Subparagraphs **d.** or **f.** above; or

(2) such inspections, adjustments, tests or servicing as such person or organization has agreed with the **Named Insured** to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This Paragraph **J.** does not apply to any insured person or organization, from whom the **Named Insured** has acquired such products, nor to any ingredient, part or container, entering into, accompanying or containing such products.

3. This Paragraph **J.** also does not apply:

a. to any vendor specifically scheduled as an additional insured by endorsement to this **Coverage Part**;

b. to any of **your products** for which coverage is excluded by endorsement to this **Coverage Part**; nor

c. if **bodily injury** or **property damage** included within the **products-completed operations hazard** is excluded by endorsement to this **Coverage Part**.

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K. Other Person Or Organization / Your Work

Any person or organization who is not an additional insured under Paragraphs **A.** through **J.** above. Such additional insured is an **Insured** solely for **bodily injury**, **property damage** or **personal and advertising injury** for which such additional insured is liable because of the **Named Insured's** acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

1. who is specifically scheduled as an additional insured on another endorsement to this **Coverage Part**; nor
2. for **bodily injury** or **property damage** included within the **products-completed operations hazard** except to the extent all of the following apply:
   a. this **Coverage Part** provides such coverage;
   b. the written contract or agreement described in the opening paragraph of this **ADDITIONAL INSUREDS** Provision requires the **Named Insured** to provide the additional insured such coverage; and
   c. the **bodily injury** or **property damage** results from **your work** that is the subject of the written contract or agreement, and such work has not been excluded by endorsement to this **Coverage Part**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

A. The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured.

B. With respect to persons or organizations that qualify as additional insureds pursuant to paragraph **1.K.** of this endorsement, the following sentence is added to the paragraph above:

Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** Condition is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

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The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, and of this endorsement's **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES** provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation, or the members of the management board of a limited liability company; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however

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that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

7. **EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE**

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

8. **IN REM ACTIONS**

A quasi *in rem* action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

9. **INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE**

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions.

This insurance does not apply to:

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Discrimination

any actual or alleged discrimination, humiliation or harassment, that includes but shall not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

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iii. amend the definition of **Insured** to:

a. add the following:

- the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs **(a)**, **(b)**, **(c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

c. add the following:

Insured does not include any physician while acting in his or her capacity as such.

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

10. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to:

- the conduct of any current or past partnership or joint venture that is not shown as a **Named Insured** in the Declarations; nor
- the conduct of a current or past limited liability company in which a **Named Insured's** interest does/did not rise to the level of management control;

except that if the **Named Insured** was a joint venturer, partner, or member of such a limited liability company, and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, then such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

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c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

11. LEGAL LIABILITY – DAMAGE TO PREMISES

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the first paragraph immediately following subparagraph **(6)** of the **Damage to Property** exclusion and replace it with the following:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in the **LIMITS OF INSURANCE** Section.

C. **LIMITS OF INSURANCE** is amended to delete Paragraph **6.** (the Damage To Premises Rented To You Limit) and replace it with the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **COVERAGE A** for **damages** because of **property damage** to:

a. any one premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with the permission of the owner; and

b. contents of such premises if the premises is rented to the **Named Insured** for a period of 7 or fewer consecutive days.

The Damage To Premises Rented To You Limit is $500,000. unless a different Damage to Premises Rented to You Limit is shown in the Declarations.

D. The **Other Insurance** Condition is amended to delete Paragraph **b.(1)(a)(ii)**, and replace it with the following:

(ii) That is property insurance for premises rented to a **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

E. This Provision **11.** does not apply if liability for damage to premises rented to a **Named Insured** is excluded by another endorsement attached to this **Coverage Part**.

12. MEDICAL PAYMENTS

A. **LIMITS OF INSURANCE** is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: @@@@@@@@@@@@@@@ ; or

(2) the amount shown in the Declarations for Medical Expense Limit.

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B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

This Paragraph **B.** does not apply to medical expenses incurred in the state of Missouri.

13. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

14. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

15. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

- Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

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Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

- Provision **1. ADDITIONAL INSURED** of this endorsement; or
- attachment of an additional insured endorsement to this **Coverage Part**.

16. PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

Personal and advertising injury for which the **Insured** has assumed liability in a contract or agreement.

This exclusion does not apply to liability for **damages**:

(1) that the **Insured** would have in the absence of the contract or agreement; or

(2) assumed in a contract or agreement that is an **insured contract** provided the offense that caused such **personal or advertising injury** first occurred subsequent to the execution of such **insured contract**. Solely for the purpose of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **Insured** are deemed to be **damages** because of **personal and advertising injury** provided:

(a) liability to such party for, or for the cost of, that party's defense has also been assumed in such **insured contract**; and

(b) such attorney fees and litigation expenses are for defense of such party against a civil or alternative dispute resolution proceeding in which covered **damages** are alleged.

B. Solely for the purpose of the coverage provided by this paragraph, **DEFINITIONS** is amended to delete the definition of **insured contract** in its entirety, and replace it with the following:

Insured contract means that part of a written contract or written agreement pertaining to the **Named Insured's** business under which the **Named Insured** assumes the tort liability of another party to pay for **personal or advertising injury** arising out of the offense of false arrest, detention or imprisonment. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

C. Solely for the purpose of the coverage provided by this paragraph, the following changes are made to the Section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

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d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Notwithstanding the provisions of Paragraph **e.(2)** of the Contractual Liability exclusion (as amended by this Endorsement), such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

D. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

17. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

18. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

19. PROPERTY DAMAGE - PATTERNS MOLDS AND DIES

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraphs **(3)** and **(4)** of the Exclusion entitled **Damage to Property**, but only with respect to patterns, molds or dies that are in the care, custody or control of the **Insured**, and only if such patterns, molds or dies are not being used to perform operations at the time of loss. A limit of insurance of $25,000 per **policy period** applies to this **PROPERTY DAMAGE - PATTERNS MOLDS AND DIES** coverage, and this limit:

A. is included within the General Aggregate Limit as described in **LIMITS OF INSURANCE**; and

B. applies excess over any valid and collectible property insurance available to the **Insured**, including any deductible applicable to such insurance; the **Other Insurance** condition is changed accordingly.

20. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

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21. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

City of Compton and its respective elected and appointed officers, officials, employees, agents
205 South Willowbrook Avenue

Compton, CA 90220

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)
Endorsement Effective Date: 11/15/17 Endorsement Expiration Date: 5/26/19
Endorsement No: 1
Underwriting Company: Continental Insurance Company

Policy No: 6056677063, 6056953497
Policy Effective Date: 11/15/2017

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RESOLUTION NO. 24,943

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR PROFESSIONAL SERVICES CONTRACT WITH HINDERLITER, DE LLAMAS AND ASSOCIATES FOR MUNICIPAL TAX AND AUDIT CONSULTANT SERVICES.

WHEREAS, tax revenues can be increased through a system of continuous monitoring, identification and correction of allocation/compliance errors, and

WHEREAS, an effective program of tax management will improve identification of economic opportunities; provide for more accurate tax forecasting; and assist in related revenue collections; and

WHEREAS, the City desires the combination of data entry, report preparation and analysis necessary to effectively manage its tax base; the recovery of revenues erroneously allocated to other jurisdictions and allocation pools; and to maximize its financial and economic planning; and

WHEREAS, the City's recent contract for professional municipal tax consultant services with the City has been extended a number of years, thus, the City released a Request for Proposals for the needed services with proposals received from two (2) firms – Hinderliter, de Llamas and Associates and MuniServices; and

WHEREAS, staff reviewed the proposals and believe that the proposal of Hinderliter, de Llamas and Associates demonstrates that they will be able to provide the expertise, experience, professionalism, staffing, etc. needed by the City for the services sought to be rendered, at a reasonable cost; and

WHEREAS, funds for this expenditure during Fiscal Year 2018-2019 are available in Account No. 1001 510 000 4269. Funding for the remaining years of the agreement will be allocated in future City budgets.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a multi-year (i.e. March 1, 2019 through June 30, 2021) professional services agreement; along with authorization to extend the term of the agreement for one (1) additional year (i.e. July 1, 2021 through June 30, 2022); with Hinderliter, de Llamas and Associates to provide expert municipal tax and audit consultant services to the City.

SECTION 2. That funds for this expenditure during Fiscal Year 2018-2019 are available in Account No. 1001 510 000 4269. Funding for the remaining years of the agreement will be allocated in future City budgets.

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

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

ADOPTED this 19th day of February, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the 19th day of February, 2019.

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

AYES: **COUNCIL MEMBERS-**Zurita,Galvan,McCoy,Brown
NOES: **COUNCIL MEMBERS-**None
ABSENT: **COUNCIL MEMBERS-**Sharif
ABSTAIN: **COUNCIL MEMBERS** None

CITY CLERK OF THE CITY OF COMPTON

DATE: **NOVEMBER 21, 2023**

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FROM LOW-COST HOUSING FUND BALANCE IN THE AMOUNT OF $11,700.00 FOR HOUSING SUCCESSOR AGENCY APPRAISAL SERVICES AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR APPRAISAL SERVICES FOR HOUSING SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR ELEVEN THOUSAND SEVEN HUNDRED DOLLARS ($11,700.00)**

SUMMARY

Staff respectfully requests approval from the City Council to authorize a Budget Amendment to appropriate Low-Cost Housing fund balance in the amount of $11,700.00 to the Fiscal Year 2023-2024 Fiscal Year Budget and authorize the City Manager to enter into a one year (Fiscal Year 2023-2024) professional services agreement with BBG Real Estate Services, for the provision of appraisal services for Housing Successor Agency owned properties on an as-needed basis and open a purchase order for Fiscal Year 2023-2024 for $11,700.00.

BACKGROUND

The Housing Successor Agency has six (6) properties that are actively being marketed and in negotiations for the sale and disposition for Affordable Housing. California law requires that any property sold must have a current appraisal within the last six (6) months that established the fair market value of the property.

STATEMENT OF THE ISSUE

On July 12, 2023, staff issued a Request for Proposal (RFP) for Appraisal Services for the Successor Agency owned properties and City owned Housing Successor Agency properties. The City Clerk sent a Public Notice for the RFP to the Compton Bulletin and it was published on July 12, 2023. The RFP was due on August 3, 2023 by 5:00 pm. Nine (9) RFPs were received by the due date and time.

The review of these firms was based on:

- Understanding of Work to be Performed (the Scope of Services): **15 points**
- Demonstrated Quality Firm and Professional Staff Technical Skill, Experience, Performance and Approach: **25 points**
- Familiarity with City, County, and State Procedures: **20 points**
- Firm's and Professional Staff References/Satisfaction of Clients: **15 points**
- Completeness and Quality of Proposal**: 15 points**
- Appraisal approach to performing this type of valuation: **10 points**
- Total: **100 Points**

The firms' scores were as follows:

Firm Name	**Total Score**	**Cost**
BBG Real Estate Services	98	$39,000
Nagasaki & Associates	97	$43,000
Curtis-Rosenthal, Inc.	93	$61,500
Bender Rosenthal Incorporated	90	$70,200
Cushman & Wakefield	88	$58,000
Thompson & Thompson	85	$55,250
Omega Valuation	84	$36,900
Integra Reality Resources	-0-	(Invalid)
Appraisal Pacific, Inc.	-0-	(Invalid)

The proposals submitted were to provide appraisal services for Successor Agency and Housing Successor Agency owned properties. BBG Real Estate Services proposal for the fourteen (14) Successor Agency owned properties is $27,300.00 and for the six (6) Housing Successor Agency owned properties is $11,700.00 total contract amount of $39,000.00.

The committee found that the proposal of BBG Real Estate Services was the most responsive and lowest cost bidder based on the criteria above and their qualifications including experience, price, delivery time and certifications. Staff is recommending that BBG Real Estate Services be awarded a contract over the other bidders to provide appraisal services on a as needed basis for Housing Successor owned properties.

ALTERNATIVE

The City Council may select another appraiser from the list of proposals if the Council deems them the lowest most responsive bidder.

FISCAL IMPACT

BBG Real Estate Services charges $1,950.00 for each appraisal performed. Funds be appropriated from the Low-Cost Housing Fund Balance for Housing Successor Agency appraisal services in the amount of $11,700.00. Funds will be available in the Budget for Fiscal Year 2023-2024 in Account No. 1205-920-000-4262.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution, which authorizes the City Manager to enter into a Professional Services Agreement with BBG Real Estate Services for appraisal services on an as-needed basis for FY 2023-24 with an option to renew for one year (FY 2024-25) and to issue a Purchase Order for Fiscal Year 2023-24 not to exceed $11,700.00.

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CECIL FLOURNOY, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

AUTHORIZING A BUDGET AMENDMENT TO APPROPRIATE FUNDS FROM LOW-COST HOUSING FUND BALANCE IN THE AMOUNT OF $11,700.00 FOR HOUSING SUCCESSOR AGENCY APPRAISAL SERVICES AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BBG REAL ESTATE SERVICES FOR APPRAISAL SERVICES FOR HOUSING SUCCESSOR AGENCY OWNED PROPERTY ON AN AS-NEEDED BASIS FOR ELEVEN THOUSAND SEVEN HUNDRED DOLLARS ($11,700.00)

WHEREAS, the Housing Successor Agency has (6) properties that are actively being marketed and in negotiations for the sale and disposition for Affordable Housing; and

WHEREAS, California law requires that in property sold must have a current appraisal within the last six (6) months that establishes the fair market value of the property; and

WHEREAS, on July 12, 2023, staff issued a Request for Proposal (RFP) for Appraisal Services for the Successor Agency owned properties and City owned Housing Successor Agency properties; and

WHEREAS, the City Clerk sent a Public Notice for the RFP to the Compton Bulletin and it was published on July 12, 2023. The RFP was due on August 3, 2023 by 5:00 pm. Nine (9) RFPs were received by the due date and time; and

WHEREAS, the proposals submitted were to provide appraisal services for Successor Agency and Housing Successor Agency owned properties. BBG Real Estate Services proposal for the fourteen (14) Successor Agency owned properties is $27,300.00 and for the six (6) Housing Successor Agency owned properties is $11,700.00 total contract amount of $39,000.00; and

WHEREAS, the committee found that the proposal of BBG Real Estate services was the most responsive and lowest cost bidder based on a review of their qualifications including experience, price, delivery time and certifications; and

WHEREAS, BBG Real Estate Services charges $1,950.00 for each appraisal performed; and

WHEREAS, funds be appropriate from Low-Cost Housing Fund Balance for Housing Successor Agency appraisal services in the amount of $11,700. Funds will be made available in the Budget for Fiscal Year 2023-2024 in Account Number 1205-920-000-4262.

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

SECTION 1. That the City Manager, on advice and approval of the City Attorney is hereby authorized to enter into the Appraisal Services Agreement, substantially in the form attached to this Resolution as Attachment "A", for Fiscal Year 2023-2024 (i.e. July 1, 2024 through June 30, 2025) with BBG Real Estate Services to perform appraisal services on Housing Successor Agency owned properties on an as needed basis.

SECTION 2. That funds be appropriated from Low-Cost Housing Fund Balance for Housing Successor Agency to the Fiscal Year 2023-2024 Budget to Account Number 1205-920-000-4262.

SECTION 3. That a purchase order in the amount of $11,700.00 is authorized for BBG Real Estate Services for appraisal services from Account No. 1205-920-000-4262 of Housing Successor Agency owned properties for Fiscal Year 2023-24.

SECTION 4. That funds in the amount of $11,700 are available in the Low-Cost Housing Fund Balance for appraisal services. Additionally, the adopted City Budget for

Fiscal Year 2023-24 allocates $11,700.00 for this expense in Account No. 1205-920-000-4262.

SECTION 5. That certified copies of this resolution shall be filed in the offices of the City Controller, City Clerk, City Manager, City Attorney and Successor Agency.

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

ADOPTED this _____ day of _____, 2023.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Council signed by the Mayor, and attested by the City Clerk to the Council at the 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

BBG Cost Proposal
City /Housing Successor Agency Property

Address	Size	Current Status	BBG Fee
CITY/HOUSING SUCCESSOR AGENCY PROPERTY			
16208 South Atlantic Avenue	40,511	Vacant Land	$1,950
Small area adjacent to 16208 South Atlantic Avenue	0.017	Vacant Land	$1,950
16216 South Atlantic Avenue	7,536	Vacant Land	$1,950
1716 E. Rosecrans Avenue	13,257	Vacant Land	$1,950
1434 West Compton Blvd	62,262	Vacant Land	$1,950
930 West Compton Blvd		Vacant Land	$1,950
		Total	$11,700

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
HOUSING SUCCESSOR AGENCY
AND
BBG REAL ESTATE SERVICES

This **AGREEMENT** is entered by and between the **Housing Successor Agency to the Community Redevelopment Agency**, a municipal corporation of the State of California (hereinafter referred to as **"AGENCY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **BBG REAL ESTATE SERVICES** (hereinafter referred to as **"CONSULTANT"**), located at 3070 Bristol Street, Suite 615, Costa Mesa, CA 92626.

RECITALS:

WHEREAS, in order to ensure orderly disposition of Housing Successor Agency assets in accordance with the Dissolution Act, it is necessary for the Housing Successor Agency to procure the assistance of a property appraisal firm that can assist the Successor Agency in determined the fair market value of the Successor Agency properties; and

WHEREAS, the Housing Successor Agency has six (6) remaining properties for sale pursuant to the Dissolution Act; and

WHEREAS, the proposals were reviewed by a committee and it was determined that BBG Real Estate Services submitted the lowest cost and most responsive proposal out of the nine (9) proposals submitted based on experience, track record and price.

WHEREAS, by Resolution No _____, adopted on _____, 2023 the City Council authorized the City Manager to enter into a professional services agreement with Consultant (BBG Real Estate Services) to provide "as-needed" property appraisal services for Housing Successor Agency-owned properties for the remainder of the 2023-2024 Fiscal Year, and further authorized the City Manager to exercise an one (1) year option to extend the term of the agreement for Fiscal Year 2024-2025; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide property appraisal services; and

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

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

1. **Services to be rendered by Consultant.** It is the mutual understanding of the Parties that the Consultant shall provide and be responsible for performing "as-needed" complete appraisal services for specified Successor Agency-owned properties in a manner consistent with real estate industry standards.

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

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

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

Marc G. Nassif, Senior Managing Director of Consultant shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Duration of Contract.** The term of this Agreement shall commence upon the full execution of this Agreement by the Parties and Consultant shall perform the services provided for herein on an **"an-needed"** basis and work on each assignment in a diligent and professional manner until complete. This Agreement shall terminate on June 30, 2024, unless extended or terminated sooner as provided herein.

If mutually agreed between the Parties in writing (i.e. contract amendment), the City Manager is authorized to extend the term of this Agreement for the Fiscal Year of 2024-2025 (i.e. July 1, 2024 through June 30, 2025).

3. **Compensation.** The method of payment for this Contract will be on a flat fee basis of $1,950 per property for a total amount Eleven Thousand Seven Hundred Dollars

($11,700.00) for Fiscal Year 2023-24. It is further understood that the maximum compensation payable for Fiscal Year 2023-24.

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of Agency. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to Agency pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the Agency**.**

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

11.1 Commercial General Liability Insurance. One Million Dollars ($1,000,000.00) combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. One Million Dollars ($1,000,000.00) combined single-limit per accident for bodily injury and property damage.

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than One Million Dollars ($1,000,000.00) per claim.

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

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

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

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

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

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

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

immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

Either Party, upon tendering **fifteen (15) calendar** days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of Agency, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to Agency. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. Agency will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Name **Owner**	**(Date)**

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

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

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

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

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

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

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

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

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

To Consultant: **BBG Real Estate Services**
3070 Bristol Street, Suite 615
Costa Mesa, CA 92626

Attn: Marc G. Nassif
(714) 415-4750

To Agency: **City of Compton/Housing Successor Agency**
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585

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

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

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

IN WITNESS WHEREOF, CONSULTANT has executed this Agreement, and the **AGENCY**, by its Executive Director, who is authorized to do so, has executed this Agreement.

BBG REAL ESTATE SERVICES,
CONSULTANT

Dated: _____ **By _____**
Marc G. Nassif, MAI , LEED AP, MRICS
Senior Managing Director

Approved by:

Dated: _____ **By_____**
Jerry Groomes, City Manager

Approved as to Form:

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

ATTEST:

Dated: _____ **By_____**
Vernell McDaniel, City Clerk

November 21, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO RESCIND RESOLUTION 25,927, TO AUTHORIZE A BUDGET AMENDMENT TO THE FY 2023-2024 CITY BUDGET AND TO AUTHORIZE THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH CALIFORNIA LABOR SOLUTIONS FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000)**

SUMMARY

Adoption of this resolution will rescind Resolution 25,927, approve an amendment to the 2023-2024 fiscal year budget appropriating the increase of revenues (2810-000-000-3565) and expenditures (2810-560-000-4262), and to authorize the City Manager to establish a purchase order with California Labor Solutions, LLC for providing administrative investigation and recruitment services for an amount not to exceed Two Hundred Thousand Dollars ($200,000).

BACKGROUND

The Human Resources Department ("Department") is tasked with providing professional and technical support to City departments to ensure the ability to attract and retain a qualified and knowledgeable workforce that will provide exceptional customer service to the citizens of Compton. Core Services include: Recruitment, Benefits Administration, Labor Relations and Employee Training and Development.

In June 2022, the City Manager assessed the needs of the Human Resources Department and found that it was severely understaffed and incapable of performing all obligations facing human resources. Because of this, the City Manager scheduled a "meet and confer" with Unions requesting for the ability to temporarily contract with California Labor Solutions, LLC to assist in employee recruitment and employee complaint investigations.

The City entered into an Agreement with California Labor Solutions on August 15, 2022 which outlined the "Scope of Service" is as follows:

- Assist the City's HR department to process position recruitments
- Update and/or create the City's job specifications
- Assist the City Manager and the HR department with employee relations
- Assist the City Manager and the HR department with labor relations
- Update/develop the City's new employee orientation program
- Assist the City Manager to update and/or develop the City's policies and procedures

The amount of the services will be billed at a rate of $190 per hour. Services that are not included in the Scope of Services or exceed the time allocated in the Fee Schedule section of this agreement shall be billed at $225 per hour.

The term of the Agreement is effective August 15, 2022 and ends February 15, 2023. 'The Agreement will continuously renew every 6-months under the same terms, unless modified or cancelled pursuant to the terms of this Agreement'.

STATEMENT OF ISSUE

On November 7, 2023, the Human Resources Department ("Department") submitted to City Council a resolution to pay outstanding invoices for the California Labor Solutions, LLC. in the amount Two Hundred Thousand Dollars ($200,000) from account number 1001-610-000-4269 and the item was approved as submitted.

On November 13, 2023, Human Resources was notified that the account number entered on the resolution was incorrect. The City Controller previously (10/26/2023) sent Human Resources an email expressing the use of a different account number to be used, but the change was overlooked and submitted with the incorrect fund number.

The following budget amendments and accounting services are needed to pay this vendor:

- Increase Revenue appropriation

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan – Other Grant Revenue	$200,000

- Increase Expenditure appropriation

Account Code	Account Name	Amount
2810-560-000-4262	Human Resources – Other Professional Services	$200,000

- Open a Purchase Order

Account Code	Vendor Name	Amount
2810-560-000-4262	California Labor Solutions, LLC	$200,000

FISCAL IMPACT

The following transactions reflect the financial impact on the 2023-2024 Fiscal Year budget:

- Increase Revenue appropriation

Account Code	Account Name	Amount

2810-000-000-3565	American Rescue Plan – Other Grant Revenue	$200,000

- Increase Expenditure appropriation

Account Code	Account Name	Amount
2810-560-000-4262	Human Resources – Other Professional Services	$200,000

RECOMMENDATION

Staff recommends that the City Council rescind Resolution 25,927 and adopt the attached Resolution noting the need for a budget amendment to appropriate the increases in revenues and expenditures.

JEROME GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO RESCIND RESOLUTION 25,927, TO AUTHORIZE A BUDGET AMENDMENT TO THE FY 2023-2024 CITY BUDGET AND TO AUTHORIZE THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH CALIFORNIA LABOR SOLUTIONS FOR AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000)

WHEREAS, on November 7, 2023, the Human Resources Department ("Department") submitted to City Council a resolution to pay outstanding invoices for the California Labor Solutions, LLC. in the amount Two Hundred Thousand Dollars ($200,000) from account number 1001-610-000-4269 and the item was approved as submitted; and

WHEREAS, on November 13, 2023, Human Resources was notified that the account number entered on the resolution was incorrect; and

WHEREAS, the City Controller previously (10/26/2023) sent Human Resources an email expressing the use of a different account number to be used, but the change was overlooked and submitted with the incorrect fund number; and

WHEREAS, the cost for these services is not to exceed Two Hundred Thousand Dollars ($200,000). A budget amendment to the FY2023-2024 City Budget is being requested for the following:

- Increase Revenue appropriation

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan – Other Grant Revenue	$200,000

- Increase Expenditure appropriation

Account Code	Account Name	Amount
2810-560-000-4262	Human Resources – Other Professional Services	$200,000

WHEREAS, the City Manager is authorized to establish a purchase order with California Labor Solutions, LLC as follows:

- Open a Purchase Order

Account Code	Vendor Name	Amount
2810-560-000-4262	California Labor Solutions, LLC	$200,000.

WHEREAS; it is recommended that the City Council rescind Resolution 25, 927, to approve the budget amendment and to authorize the City Manager to open a purchase order to California Labor Solutions, LLC for providing administrative investigation and recruitment services.

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

Section 1. That the City Council now rescinds Resolution No. 25, 927.

Section 2. That the City's Fiscal Year 2023-2024 Budget is authorized to be amended as follows:

- Increase Revenue appropriation

Account Code	Account Name	Amount
2810-000-000-3565	American Rescue Plan – Other Grant Revenue	$200,000

- Increase Expenditure appropriation

Account Code	Account Name	Amount
2810-560-000-4262	Human Resources – Other Professional Services	$200,000

Section 3. Manager will be authorized to amend the fiscal year 2023-2024 budget to increase revenue appropriations (2810-000-000-3565) American Rescue Plan – Other Grant Revenue $200,000 and to increase expenditure appropriations (2810-560-000-4262) Human Resources – Other Professional Services $200,000

Section 3. That the City Manager s authorized to establish a purchase order to California Labor Solutions, LLC from Account No. 2810-560-000-4262 in an amount not to exceed $200,000.

Section 4. 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 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:

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

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

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

_____

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 25,927

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH CALIFORNIA LABOR SOLUTIONS LLC FOR PROVIDING ADMINISTRATIVE INVESTIGATION AND RECRUITMENT SERVICES FOR THE HUMAN RESOURCES DEPARTMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND DOLLARS ($200,000) TO PAY OUTSTANDING AND FUTURE INVOICES.

WHEREAS, the Human Resources Department ("Department") is tasked with providing professional and technical support to City departments to ensure the ability to attract and retain a qualified and knowledgeable workforce that will provide exceptional customer service to the citizens of Compton; and

WHEREAS, in June 2022, the City Manager assessed the needs of the Human Resources Department and found that it was severely understaffed and incapable of performing all obligations facing human resources; and

WHEREAS, the City Manager scheduled a "meet and confer" with the Unions requesting for the ability to temporarily contract with California Labor Solutions, LLC to assist in employee recruitment and employee complaint investigations; and

WHEREAS, California employment laws require an employer to conduct a "prompt, impartial, and thorough" employee complaint investigation of allegations involving claims of harassment, discrimination, and retaliation that are either allegedly unlawful or violate City policies; and

WHEREAS, failing to conduct a workplace investigation after a claim, may expose the City to subsequent legal action; and

WHEREAS, an HR Service Agreement was entered into between the City of Compton and California Labor Solutions, LLC dated August 15, 2022; and

WHEREAS, the "Scope of Service" is as follows:

- Assist the City's HR department to process position recruitments
- Update and/or create the City's job specifications
- Assist the City Manager and the HR department with employee relations
- Assist the City Manager and the HR department with labor relations
- Update/develop the City's new employee orientation program
- Assist the City Manager to update and/or develop the City's policies and procedures

WHEREAS, the amount for services are billed at a rate of $190 per hour and services that are not included in the Scope of Services or exceed the time allocated in the Fee Schedule section of the agreement shall be billed at $225 per hour; and

WHEREAS, the term of the Agreement is effective August 15, 2022 and ends February 15, 2023, although, "the Agreement continuously renews every 6-months under the same terms, unless modified or cancelled pursuant to the terms of this Agreement'.

WHEREAS, the amount of outstanding invoices totals One Hundred Seventy-One Thousand Seventy-Three Dollars ($171,073) dating from 9/16/2022 through 9/12/2023 and the HR Department is requesting an additional $28,927 to pay for an investigation currently in process the total for the purchase order requested is Two Hundred Thousand Dollars ($200,000) and;

WHEREAS; City Council approval is needed to prepare a purchase order to California Labor Solutions, LLC for providing administrative investigation and recruitment services for the Human Resources Department; and

WHEREAS, funds for this expenditure is budgeted in the Adopted 2023-2024

Fiscal Year Budget, in Account No. 1001-61-000-4269.

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

Section 1. That the City Manager is hereby given authorization to prepare a purchase order in the amount of Two Hundred Thousand Dollars ($200,000) to California Labor Solutions, LLC to pay outstanding and future invoices.

Section 2. That funds for this expenditure is budgeted in the Adopted 2023 2024 Fiscal Year Budget in Account No. 1001-61-000-4269.

Section 3. 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 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this 7th day of NOVEMBER, 2023.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

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 7th day of NOVEMBER, 2023.

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

AYES: **COUNCIL MEMBERS-** DUHART, SPICER, BOWERS, DARDEN, SHARIF
NOES: **COUNCIL MEMBERS-** NONE
ABSTAIN: **COUNCIL MEMBERS-** NONE
ABSENT: **COUNCIL MEMBERS-** NONE

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

CITY CLERK OF THE CITY OF COMPTON

Traci Watkins

From: Traci Watkins
Sent: Monday, November 13, 2023 5:11 PM
To: Triphenia Simmons
Subject: FW: ARP Funds

From: Sharon Rahban <srahban@comptoncity.org>
Sent: Thursday, October 26, 2023 11:09 AM
To: Traci Watkins <TWatkins@comptoncity.org>
Cc: Jocelyn Logan <jlogan@comptoncity.org>; Curtis Bouldin <cboulden@comptoncity.org>
Subject: RE: ARP Funds

Hi Traci,
The account code will be:

2810-560-000-4262 American Rescue Plan Fund – Human Resources Dept – Other Professional Services Account.

You need to request a budget amendment to:

Increase revenue appropriations in the following account:

2810-000-000-3565 - American Rescue Plan Fund – Other Federal Grant Revenue

And Increase expenditure appropriations in the following account:

2810-560-000-4262 American Rescue Plan Fund – Human Resources Dept – Other Professional Services Account.

And Open a Purchase Order in the following account:

2810-560-000-4262 American Rescue Plan Fund – Human Resources Dept – Other Professional Services Account.

From: Traci Watkins <TWatkins@comptoncity.org>
Sent: Thursday, October 26, 2023 11:04 AM
To: Sharon Rahban <srahban@comptoncity.org>
Subject: RE: ARP Funds

We have a contract dated August 9, 2022.

From: Sharon Rahban <srahban@comptoncity.org>
Sent: Thursday, October 26, 2023 11:03 AM
To: Traci Watkins <TWatkins@comptoncity.org>
Subject: RE: ARP Funds

So you can ask for a new back-dated contract still?

CALIFORNIA LABOR SOLUTIONS
STRATEGIC HR SERVICES

Scope of Work & Service Agreement HR Services

August 9, 2022

Submitted To:

Thomas Thomas
City Manager
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

Submitted By:

Shawn P. Larry, J.D., SPHR, PI
California Labor Solutions LLC
CEO & Principal HR Advisor
30262 Crown Valley Pkwy, B-470
Laguna Niguel, CA 92677
800.949.2049

CALIFORNIA LABOR SOLUTIONS
STRATEGIC HR SERVICES

Scope of Work (SOW)

The HR Consultant shall provide the City of Compton with objective broad scope HR services intended to support and advance the City's HR function.

The scope of the HR services may include:

- Assist the City's HR department to process position recruitments. (Recruitments for Management and Supervisory HR Department positions shall be managed exclusively by the HR Consultant.)
- Update and/or create the City's job specifications (job descriptions)
- Assist the City Manager and the HR department with employee relations (performance management).
- Assist the City Manager and the HR department with labor relations (and grievance administration).
- Update/develop the City's new employee orientation program and assist the HR department to implement it.
- Assist the City Manager to update and/or develop the City's policies and procedures.

The HR Consultant, reporting to the City Manager, will provide assistance/support to the City Manager, his designees, and the HR Department's team to carry out the above-described HR services.

Compton City Hall's business hours are Monday through Thursday from 7am-6pm.

Fee Schedule

The discounted rate for the services described in the Scope of Work is:

$190 per hour

Invoice payment checks should be sent to:

California Labor Solutions L.L.C.
30262 Crown Valley Pkwy, Suite B470, Laguna Niguel, CA 92677

Service Agreement

This binding contract ("Agreement") is made and entered into on July 27, 2022, by and between City of Compton ("Client") and California Labor Solutions, LLC ("Contractor" or "CLS").

With this Agreement, the Client acknowledges that they are engaging the Contractor for Human Resources Management Consulting and Investigation Services for the Client's named business entity (unless otherwise stated to include other entities). Both parties are agreeing to the terms and conditions set forth in this Agreement.

The Client and Contractor agree as follows:

1. **Appointment of Contractor.**

   Subject to the terms and conditions of this Agreement, the Client hereby retains Contractor to perform the services specifically set forth in Scope of Work (SOW) attached to this Agreement (hereafter referred to as the "Services"). The SOW may be amended in writing. The Contractor agrees, subject to the terms and conditions of this Agreement, to render such Services during the term of this Agreement. Such Services shall be limited to the area described in the SOW or its most recent amendment. Contractor shall render Services hereunder at such times and places as shall be mutually agreed upon by Client and Contractor. Client hereby allows Contractor to enter its facilities and access all information necessary in order to complete services.

2. **Services.**

   The Services to be provided are detailed in the attached SOW. If additional services are requested, the Contractor will provide an Addendum to this Agreement or an entirely new SOW, depending on the details of the request.

3. **Fees and Payment.**

   This engagement is subject to the costs as defined in the Fee Schedule attached to this Agreement.

   Payment of Contractor's fees and expenses pursuant to this Agreement shall be paid upon invoice from Contractor within 10 days of receipt. A charge of $50 per month will be charged on all invoices 30 days past due. In the event an invoice is placed in collection, Client agrees to pay, in addition to the amount of the invoice and interest, all reasonable attorneys' fees, court costs, and collection costs if any, whether the matter is resolved by settlement or judgment.

   Upon receipt of proper documentation, Client will reimburse Contractor for expenses, agreed upon in advance, incurred in connection with performing Human Resources Consulting and Investigation Services.

   "Progress Payments" may be requested by the Contractor upon completion of key elements of projects.

4. **Additional Charges and Services**

   As a full-service HR consulting firm, CLS offers a wide range of services in the areas of HR Consulting, Employee Training, and Workplace Investigations. Services may be added to the original SOW as an amendment to a package or as an à la carte service with its own terms. Such services and their corresponding flat fee or hourly charges will be invoiced separately from and in addition to your monthly retainer invoice and will be billed on the last day of each month.

   Services that are not included in the Scope of Services or exceed the time allocated in the Fee Schedule section of this agreement shall be billed at $225 per hour. Time is billed in 15-minute increments, with 15 minutes being the minimum charge. CLS shall provide at least 30-days advance notice when hourly rates are due to increase; which generally takes place on an annual basis.

   Any work performed at the Client's explicit request outside of normal business hours (8am-5pm) and/or weekends will be subject to a 50% overtime premium charge. Work performed during these times at CLS's discretion will not be subject to the surcharge.

Travel time is billed round-trip for all on-site work. Travel time is calculated to and from Client's location. In addition, expenses related to out-of-town travel will be billed in addition to the above costs and may include airfare, hotel, rental car, etc. All out-of-town arrangements will be coordinated and approved by Client in advance.

Under the rare circumstance that the Contractor is required to provide information or services to a third-party in relation to the work that has been or is being performed on behalf of the Client, $350 per hour rates will apply for time and out-of-pocket expenses will be billed. Examples include responding to a subpoena or formal request in connection with a lawsuit, government investigation, or arbitration case.

Meeting or Training Cancellations.

In the event that the Client needs to cancel a scheduled meeting, training, or workshop, we request to be given at least 24-hour notice. Without sufficient notice, CLS reserves the right to invoice the Client for ½ of the number of hours that had been scheduled, plus any applicable travel time.

5. **Term.**

This Agreement becomes effective August 15, 2022, and ends on February 15, 2023. This Agreement will continuously renew every 6-months, under the same terms, unless modified or cancelled pursuant to the terms of this Agreement.

6. **Termination.**

Either party may request to modify or terminate this Agreement at any time without cause upon written notice to the other party with at least 30-days advance notice.

Additionally, either party may terminate this Agreement for cause, upon immediate written notice to the other party. For purposes of this section, "cause" includes but is not limited to material breach by the other party, Client's failure to follow recommendations made by CLS, Client's failure to abide by applicable federal and state laws and regulations, Client's failure to pay invoices in accordance with the terms of this Agreement, and Client's failure to engage appropriate legal counsel when advised to do so by CLS.

Termination shall not release either party from its obligations accruing prior to the date of termination, including but not limited to, Client's obligation to make payments for the period prior to termination and for any remaining time due under an annual contract. Likewise, termination shall not release Client from its obligation with respect to the Confidentiality, Non-Interference, and Indemnification provisions herein. Should this Agreement be terminated for any reason after authorization is given to begin work, all charges incurred to date will be billed and due.

Upon the termination of this Agreement, Contractor shall provide Client with all books, records, and computer data used by Contractor for the purposes of executing this Agreement within 30 calendar days. Except as expressly provided in this Section, all of Contractor's rights, obligations, responsibilities and duties shall cease upon termination of this Agreement.

7. **Full Cooperation and Good Faith.**

Each of the parties hereto agrees to cooperate fully and in good faith with the other in connection with the performance of their respective obligations under this Agreement.

8. **Disclaimers and Warranties.**

CLS provides expert advice and guidance in all areas of human resource administration and business management. As a consulting firm, we may at times provide our clients with information about the current laws that impact their business. While we provide employment-related advice, we are not a law firm and as such do not provide legal advice. If Client requires specific legal assistance, please consult with an attorney experienced in the pertinent issues.

Furthermore, Client understands that laws and regulations are subject to change. The Contractor endeavors to notify the Client of legal changes that affect employment-related matters, the Contractor does not assume

responsibility for notifying the Client of each and every employment-related legal development. The Client accepts responsibility for staying informed about applicable laws, and the Client is urged to proactively consult with CLS and/or the Client's legal counsel. As employment laws evolve, CLS recommends having HR-related documents reviewed and updated annually. These may include (but aren't limited to): employee handbooks, confidentiality agreements, and new hire packages.

CLS urges the Client to seek appropriate guidance from a competent insurance broker about obtaining Employment Practices Liability Insurance (EPLI), which provides essential coverage for employers in the event of a claim or lawsuit relating to employment terms, conditions, practices, harassment, retaliation, discrimination, wrongful termination, denial of benefits, etc. CLS does not maintain insurance that covers or indemnifies the Client for employment-related matters.

9. Disclaimers and Warranties – for Workplace Investigations

California Labor Solutions LLC (CLS) may be requested to conduct a confidential, impartial, and independent investigation. During the course of the investigation, CLS will report to the Client's designated Human Resources Department representative or an impartial executive management personnel, as necessary and as appropriate.

After the conclusion of the engagement, if there is a proceeding in which the testimony of CLS's Investigator is required, CLS will be compensated at the rate of $425 per hour plus expenses. CLS retains the right to hire legal counsel. Client will be responsible for payment of such legal counsel. Client agrees to defend, indemnify, and hold Investigator harmless for and against all actions, claims, and complaints, whether formal or informal, actual, or threatened, arising from or related to the Investigation brought or asserted against Investigator by anyone other than Employer. This provision includes an obligation to indemnify Investigator for all costs including, without limitation, settlement costs that have been approved in advance by Employer, and other legal expenses incurred in defending or resolving such actions. This provision is not intended to apply to any potential professional malpractice action brought by Client against CLS.

10. Limitation of Liability.

Notwithstanding anything to the contrary in this agreement, in no event shall either party, their officers, directors, employees, and agents, be liable for any indirect, incidental, special, or consequential damages (including but not limited to loss of revenue or loss of profits), under any theory of law or for any cause of action, where the aggregate liability exceeds the contract price.

Contractor shall not be liable for or deemed to be in default for any delays or failure in performance or interruption of service under this Agreement resulting directly or indirectly from acts of God, civil disorders, fires, floods, labor disputes, electrical failures, breakdown of electronic equipment or postal delays.

11. Ownership of Proprietary Materials.

Contractor agrees to exercise due care in preserving the Proprietary Materials and further to maintain the confidentiality of any and all of the Proprietary Materials in its possession. Contractor agrees not to reproduce, disclose the contents of, or relinquish possession of any of the Proprietary Materials to any party not a party to this Agreement, nor to utilize for its purposes any of the Proprietary Materials.

12. Intellectual Property & Non-Circumvention Provisions.

The Client understands and acknowledges that Contractor may provide access to proprietary techniques, trade secrets, confidential data, and other valuable information that Client might otherwise not receive. The Client agrees that Contractor will retain all rights to Contractor's proprietary techniques, trade secrets, confidential data, and other valuable information provided to the Client, as well as any customized materials or methodologies that Contractor may have created in connection with providing services to Client.

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The Client agrees that the materials, products, and/or programs (as defined in the SOW) created and/or presented by the Contractor are for the sole use of the Client, and may not be modified, shared, or disseminated to third-parties without the expressed, written consent of the Contractor. CLS retains all ownership rights and licenses, and permission for use is granted solely to the Client. Should the Client wish to extend rights to include multiple business entities, a complete list of approved entities shall be included in this Agreement. Licensing and restrictions on dissemination shall survive the termination of this Agreement.

13. **Indemnity.**

Client agrees to indemnify, defend, and hold CLS and its officers, directors and shareholders, free and harmless from any and all claims, demands, losses, costs, litigation expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, attorneys' fees, and costs, that Contractor may or actually incur as a result of any conduct or representations made by the Client.

14. **Arbitration.**

Any and all disputes, disagreements or claims arising between the parties to this Agreement, and out of this Agreement, shall be resolved through binding arbitration, with no resort to federal or state civil courts. Said arbitration shall be conducted in Orange County, California, pursuant to the rules of the American Arbitration Association. Each party shall pick one arbitrator registered with said organization, which arbitrators shall then pick a third arbitrator to form a three-person arbitration panel to hear and majority vote. Including attorney's fees and costs, the non-prevailing party shall pay all expenses related to arbitration proceeding. If the decision of the arbitrator does not clearly delineate who the prevailing party is, the arbitrator shall decide which party shall bear all of the attorney's fees incurred by both parties.

15. **Notices.**

All notices or other communications that either party may desire or may be required to deliver to the other party may be delivered via email, in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, addressed to the party at the address set forth below. Either party may change the address to which notices are to be delivered by giving written notice of such change to the other party, as provided herein.

16. **Waiver.**

Any waiver of any term, covenant or condition of this Agreement by any party hereto shall not be effective unless set forth in writing and signed by the party granting such waiver and in no event shall any such waiver deemed to be a waiver of any other term, covenant or condition of this Agreement.

17. **Severability.**

Each provision of this Agreement is severable from all other provisions of this Agreement and, if one or more of the provisions of this Agreement shall be changed, modified or declared invalid, the remaining provisions shall remain in full force and effect. The Exhibits attached hereto are hereby made part of this Agreement in their entirety.

18. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter thereof and supersedes all prior and contemporaneous negotiations, understanding and agreements. This Agreement may not be modified or amended by the parties hereto except by written instrument executed by both of the parties.

19. **Interpretation.**

Should interpretation of this Agreement, or any portion thereof, be necessary, it shall be deemed that the Agreement was prepared by the parties jointly and equally and shall not be interpreted against any party on the grounds that the party prepared the Agreement or caused it to be prepared.

20. **Governing Law.**

The parties hereby agree that all disputes between them, arising out of, connected with, related to or incidental of, this Agreement shall be resolved in accordance with the internal laws and not the conflicts of law provisions of the State of California.

21. **Attorneys' Fees.**

Should any action, proceeding or litigation be commenced to enforce or interpret this Agreement, the party prevailing shall be entitled to reasonable attorney's fees, as well as any other costs and expenses incurred.

22. **Compliance with Laws.**

The parties agree that each party will perform its obligations under this Agreement in accordance with applicable federal and state statutes as may be in effect from time to time.

23. **Independent Contractors.**

This Agreement is not, and shall not be considered, an employer-employee relationship, joint venture or partnership of any kind, and neither party shall represent to any third persons that any such relationship exists. As an independent contractor, Contractor is responsible for filing such tax returns and paying such self-employment taxes as may be required by law or regulations. Each party to this Agreement is and shall remain professionally and economically independent of the other.

The information and advice provided by Contractor should not be considered legal advice and it should not substitute for legal advice where the facts and circumstances warrant. If Client requires legal advice, he should always consult with an attorney to discuss the particular facts, circumstances, and business needs. Client understands Contractor acts faithfully and responsibly in the Client's best interest at all times and will hold harmless Contractor in employment legal matters.

Acceptance of SOW & Service Agreement Contract

By signing below, I hereby certify that I am a representative of "Client" and that I have the authority to bind such entity. I agree to the Scope of Work, Fee Schedule, and Service Agreement Terms and Conditions, as defined above.

Thomas Thomas
City Manager
City of Compton

8-10-22
Date

Eric Perrodin
City Attorney
City of Compton

8-10-22
Date

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Alita Godwin
City Clerk
California Labor Solutions, LLC

8/10/22
Date

Shawn Larry, J.D., SPHR, PI
CEO & Principal HR Advisor-Investigator
California Labor Solutions, LLC

8-9-22
Date

RESOLUTION NO. 25,001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS, AND INCREASING THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO $25,000; RESCINDING RESOLUTION NO. 24,347

WHEREAS, on May 17, 2016, the City Council adopted Resolution No. 24,347, which gave the City Manager authorization to approve expenditures up to $5,000; and

WHEREAS, currently, the Council reviews for adoption by resolution a variety of City transactions, including (1) all purchase orders over $5,000; (2) all work change orders (for capital projects) over $5,000; (3) all budgetary transfers between objects of different classifications and (4) all contracts, regardless of amount; and

WHEREAS, Staff has determined that the $5,000 limit for expenditures is no longer consistent with best practices and does not allow for administrative efficiency or flexibility to allow the City to respond to community needs in an expedient manner; and

WHEREAS, based on a survey of purchasing authority of other cities, Staff recommends that the approval authority for the City Manager be changed from $5,000 to $25,000; and

WHEREAS, the change in approval authority for the City Manager will allow the Council to focus its attention on fiscally significant transactions by reducing the number of small transactions requiring Council approval; and

WHEREAS, it should be noted that all transactions will still be required to comply with City of Compton policies and procedures for review and approval prior to execution; and

WHEREAS, elimination of the resolution requirement for small transactions will save time on the part of several City departments and allow City business to be executed more quickly and efficiently; and

WHEREAS, adoption of the attached resolution will rescind Resolution No. 24,347.

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

SECTION 1. That Resolution No. 24,347, adopted by the City Council on May 17, 2016, is hereby rescinded.

SECTION 2. That Purchase Orders do not require adoption by separate resolution of the City Council if they:

- Are for an amount of $25,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form by the City Attorney shall be required; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by Council in the Combined Budget Resolution for the current fiscal year;
- Are purchase orders, regardless of the amount, for the City-owned utility payments (e.g. electricity, water and gas), that are applied to an existing appropriation.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this 23rd day of April, 2019.

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

AYES: COUNCIL MEMBERS- Galvan, McCoy, Brown
NOES: COUNCIL MEMBERS- Zurita, Sharif
ABSTAIN: COUNCIL MEMBERS- None
ABSENT: COUNCIL MEMBERS- None

CITY CLERK OF THE CITY OF COMPTON

CALIF24 OP ID: MN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 760-471-7116 Alliance Mgt. & Insurance Serv 355 Via Vera Cruz #7 CA Agent/Broker Lic# 0737966 San Marcos, CA 92078 Michelle A. Nowell	CONTACT NAME: Michelle A Nowell PHONE (A/C, No, Ext): 760-471-7116 FAX (A/C, No): 760-471-9378 E-MAIL ADDRESS: mnowell@amiscorp.com
INSURED California Labor Solutions LLC Shawn P Larry PO Box 6425 Laguna Niguel, CA 92607	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Peleus Insurance Company — 34118 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X		PKV0000433	04/01/2022	04/01/2023	EACH OCCURRENCE	$ 1,000,000
	X Errors & Omission						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 5,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS			PKV0000433	04/01/2022	04/01/2023	BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ]	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Compton and its respective elected and appointed officers, officials,employees,agents and volunteers are named as an additional insured with respect to the work performed by the named insured.

Investigations, CA --

CERTIFICATE HOLDER

City of Compton
205 S Willowbrook Avenue
Compton, CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michelle A Nowell

ACORD 25 (2016/03)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by valid written contract.	Blanket as required by valid written contract.
Additional Information:	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person or organization shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your operations for the additional insured at the location shown in the Schedule.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law;

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance

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afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and

c. Regardless of the date of occurrence or when the injury or damage first occurs or is first discovered, a person's or organization's status as an additional insured under this endorsement ends upon the earliest of:

(1) The completion or termination of the contract or agreement between you and the additional insured for the location shown in the Schedule;

(2) The date you cease actively performing operations for the additional insured at the location shown in the Schedule; or

(3) The expiration or termination date of the policy or this endorsement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to liability or damages for "bodily injury", "property damage", or "personal and advertising injury":

1. Caused by, arising from, or included in the "products-completed operations hazard";
2. Arising out of the additional insured's sole negligence;
3. Arising out of work or operations performed by you that were completed prior to the effective date of this endorsement; or
4. Which continues or progressively deteriorates after you cease actively performing operations for the additional insured at the location shown in the Schedule, even if the injury or damage first occurred, or is alleged to have first occurred, during the course of your operations for the additional injured.

C. Solely for purposes of this endorsement, the following definition is deleted in its entirety and replaced by the following:

1. ""Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed;

(b) When all of the work to be done at the location shown in the Schedule has been completed if your contract calls for work at more than one location; or

(c) When that part of the work done at the location shown in the Schedule has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CITY OF COMPTON BUSINESS LICENSE CERTIFICATE

BUSINESS LICENSE DIVISION ~ 205 S. WILLOWBROOK AVE, COMPTON, CA 90220 ~ (310) 605-5508

The below named license holder has paid a business license fee to engage in, carry on or conduct a business trade, calling, profession, exhibition or occupation coded below until this certificate expires. Granting of this license does not entitle the license holder to operate or maintain a business license in violation of any other law or ordinance. In addition this license is not transferable to any other party and no refunds will be issued for the license once a certificate has been issued.

THIS CERTIFICATE MUST BE POSTED IN A CONSPICUOUS PLACE

LICENSE NO:	BL22-000102	**EXPIRATION DATE:**	03/14/2023
BUSINESS:	California Labor Solutions LLC	**ISSUE DATE:**	03/14/2022
LOCATION:	30262 Crown B470	**OWNERSHIP TYPE:**	LLC
OWNER NAME:	California Labor Solutions LLC Shawn Larry	**CLASSIFICATION:**	
MAILING ADDRESS:	30262 Crown Valley Pkwy, Suite B470 Laguna Niguel, CA 92607	**DESCRIPTION:**	HUMAN RESOURCES SERVICE
RESTRICTIONS:			

California Labor Solutions LLC
30262 Crown Valley Pkwy, Suite B470
Laguna Niguel, CA 92607

Traci Watkins

From: Traci Watkins
Sent: Monday, November 13, 2023 5:11 PM
To: Triphenia Simmons
Subject: FW: ARP Funds

From: Sharon Rahban <srahban@comptoncity.org>
Sent: Thursday, October 26, 2023 11:09 AM
To: Traci Watkins <TWatkins@comptoncity.org>
Cc: Jocelyn Logan <jlogan@comptoncity.org>; Curtis Bouldin <cboulden@comptoncity.org>
Subject: RE: ARP Funds

Hi Traci,
The account code will be:

2810-560-000-4262 American Rescue Plan Fund – Human Resources Dept – Other Professional Services Account.

You need to request a budget amendment to:

Increase revenue appropriations in the following account:

2810-000-000-3565 - American Rescue Plan Fund – Other Federal Grant Revenue

And Increase expenditure appropriations in the following account:

2810-560-000-4262 American Rescue Plan Fund – Human Resources Dept – Other Professional Services Account.

And Open a Purchase Order in the following account:

2810-560-000-4262 American Rescue Plan Fund – Human Resources Dept – Other Professional Services Account.

From: Traci Watkins <TWatkins@comptoncity.org>
Sent: Thursday, October 26, 2023 11:04 AM
To: Sharon Rahban <srahban@comptoncity.org>
Subject: RE: ARP Funds

We have a contract dated August 9, 2022.

From: Sharon Rahban <srahban@comptoncity.org>
Sent: Thursday, October 26, 2023 11:03 AM
To: Traci Watkins <TWatkins@comptoncity.org>
Subject: RE: ARP Funds

So you can ask for a new back-dated contract still?

Traci Watkins

From: Shristie Nair Torres
Sent: Tuesday, July 25, 2023 6:55 PM
To: Miguel Antonio Negrete Cueto
Cc: Kim Powell; Triphenia Simmons; Shawn Larry
Subject: RE: Unpaid invoices reminder

Hello Miguel,

I anticipate we'll be able to send in payment in September once the Council approves the resolution for payment. I do apologize for the delay.

Sincerely,

Shristie N. Torres
Human Resources Director
City of Compton
Main line: (310) 605-5535
sntorres@comptoncity.org

From: Miguel Antonio Negrete Cueto <miguel@californialaborsolutions.com>
Sent: Tuesday, July 25, 2023 9:00 AM
To: Shristie Nair Torres <sntorres@comptoncity.org>
Cc: Kim Powell <kpowell@comptoncity.org>; Triphenia Simmons <tsimmons@comptoncity.org>; Shawn Larry <shawn@californialaborsolutions.com>
Subject: Re: Unpaid invoices reminder

Hello Shristie,

I hope you are doing well.

Could you please let us know when we can expect to receive the payment for the unpaid invoices below?

DATE	INVOICE NO	CLIENT	DUE DATE	AMOUNT	SERVICES
9/16/2022	91601	CITY OF COMPTON	9/26/2022	4,446.00	Investigation Services
10/6/2022	1002	CITY OF COMPTON	10/16/2022	8,740.00	Investigation Services
1/2/2023	10202	CITY OF COMPTON	1/12/2023	6,023.00	Investigation Services
2/13/2023	21301	CITY OF COMPTON	2/23/2023	7,676.00	Recruitment Support Services
3/5/2023	30501	CITY OF COMPTON	3/15/2023	22,011.50	Recruitment Support Services
4/4/2023	40401	CITY OF COMPTON	4/14/2023	19,750.50	Recruitment Support Services
5/3/2023	50301	CITY OF COMPTON	5/13/2023	24,415.00	Recruitment Support Services
5/1/2023	50103	CITY OF COMPTON	5/11/2023	29,640.00	Investigation Services
6/7/2023	60701	CITY OF COMPTON	6/17/2023	29,545.00	Recruitment Support Services
7/10/2023	71001	CITY OF COMPTON	1/10/1900	16,226.00	Recruitment Support Services
				168,473.00	

Best regards,

Miguel Negrete
Accountant / Client Satisfaction Manager

From: Kim Powell <kpowell@comptoncity.org>
Sent: Monday, July 24, 2023 11:56
To: Miguel Antonio Negrete Cueto <miguel@californialaborsolutions.com>
Cc: Triphenia Simmons <tsimmons@comptoncity.org>; Shawn Larry <shawn@californialaborsolutions.com>; Kim Powell <kpowell@comptoncity.org>; Shristie Nair Torres <sntorres@comptoncity.org>
Subject: RE: Unpaid invoices reminder

Good Morning

To my understanding, Mr. Shristie is working on a resolution for Council approval for the below outstanding payments for CA Labor Solutions.

Kim B. Powell
City Manager's Office
(310) 605-5585
kpowell@comptoncity.org