

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
01/16/2024
5:30 PM**

**CITY COUNCIL CHAMBERS
205 S. WILLOWBROOK AVE
COMPTON, CA 90220**

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION - CRIME STATISTIC INFORMATION (LASD, Captain Bell)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES AND

CITY COUNCIL

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

BEAUTIFICATION COMMITTEE (CMC SECTION 2:10) (Renee Bowen)

PLANNING COMMISSION (CITY CHARTER SECTION 1007) (Susan Adams)

FEDERAL GRANTS ADVISORY BOARD (CMC SECTION 2-14.1) (Barbara Baker)

CITY MANAGER'S REPORT

3. A REQUEST TO PLACE THE 68TH ANNUAL CHRISTMAS PARADE AWARDS PRESENTATION ON THE CITY COUNCIL AGENDA FOR JANUARY 23, 2024 @ 4PM

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF PURCHASE ORDER FOR PAYMENT OF CITY'S MEMBERSHIP DUES TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (\$31,185)
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR ELEVATOR SERVICE AGREEMENT AND TO ISSUE A PURCHASE ORDER WITH PACIFIC COAST ELEVATOR CORPORATION DBA AMTECH ELEVATOR SERVICES FOR ROUTINE MAINTENANCE AND EMERGENCY RESPONSE CALLS FOR CITY-OWNED ELEVATORS AND WHEELCHAIR LIFTS (\$33,480)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SCREAMIN EAGLE SERVICES, INC. FOR PAYMENT OF OUTSTANDING INVOICES FROM NOVEMBER 2023 TO DECEMBER 2023 FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES IN THE AMOUNT OF TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH THE COALITION FOR HUMANE IMMIGRANT RIGHTS (CHIRLA) FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE GARLAND COMPANY, INC FOR THE PROCUREMENT OF ROOFING MATERIALS FOR FIRE STATION #1 AND FIRE STATION #3 ROOFING PROJECTS (\$188,125.59)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 1/23/2024 5:30 PM

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JANAURY 2, 2023

TO: BRYAN SPRAGG

FOR: THE CITY COUNCIL

FROM: OFFICE OF THE CITY MANAGER

SUBJECT: A REQUEST TO PLACE THE 68TH ANNUAL CHRISTMAS PARADE AWARDS PRESENTATIONS ON THE CITY COUNCIL AGENDA FOR JANUARY 23, 2023 at 4PM

This memo is to request that the 68th Annual Christmas Parade Awards Presentations be placed on the City of Compton City Council Agenda on January 23, 2023 at 4PM.

Triphenia Simmons

Assistant City Manager

January 16, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF PURCHASE ORDER FOR PAYMENT OF CITY'S MEMBERSHIP DUES TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (\$31,185)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order for the City's annual membership dues to Gateway Cities Council of Governments in the amount of Thirty-One Thousand One Hundred Eighty-Five Dollars (\$31,185).

BACKGROUND

This organization provides educational resources to the City on issues facing local governments and provides networking opportunities with other City officials.

STATEMENT OF THE ISSUE

The City's membership dues must be paid for the City to remain in good standing and for City officials to attend conferences, workshops and utilize online resources. A purchase order needs to be issued for Gateway Cities Council of Governments in the amount of Thirty-One Thousand One Hundred Eighty-Five Dollars (\$31,185).

FINANCIAL IMPACT

Funds for Memberships and Publications in Account No. 1001-510-000-4219 have been appropriated in the Fiscal Year 2023-2024 Approved Budget, which will cover the membership dues of Thirty-One Thousand One Hundred Eighty-Five Dollars (\$31,185).

RECOMMENDATION

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

WILLIE A. HOPKINS, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE ISSUANCE OF PURCHASE
ORDER FOR PAYMENT OF CITY'S MEMBERSHIP DUES TO
GATEWAY CITIES COUNCIL OF GOVERNMENTS (\$31,185)**

WHEREAS, the City of Compton has annually renewed membership dues for Gateway Cities Council of Governments; and

WHEREAS, membership in this organization provides educational resources to the City on issues facing local governments and networking opportunities for City officials; and

WHEREAS, annual membership dues must be paid for the City to remain in good standing and for City officials to attend conferences, workshops and utilize online resources; and

WHEREAS, funds for this expenditure in the amount of Thirty-One Thousand One Hundred Eighty-Five Dollars (\$31,185) are located in the Fiscal Year 2023-2024 Approved budget in Account No. 1001-510-000-4219 for Memberships and Publications; and

WHEREAS, City Council approval is needed in order for the City Manager to issue a purchase order on behalf of the City.

**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 issue a purchase order in the amount of Thirty-One Thousand One Hundred Eighty-Five Dollars (\$31,185) to pay for the City's annual membership dues to Gateway Cities Council of Governments from Account No. 1001-510-000-4219.

SECTION 2. That funds for membership dues are available in the Fiscal Year 2023-2024 Budget in Account No. 1001-510-000-4219 in the amount of Thirty-One Thousand One Hundred Eighty-Five Dollars (\$31,185).

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Clerk, City Manager and the 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 _____, 2024.

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 _____, 2024.

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

January 16, 2024

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: NEBRASKA JONES, GENERAL SERVICES DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR ELEVATOR SERVICE AGREEMENT AND TO ISSUE A PURCHASE ORDER WITH PACIFIC COAST ELEVATOR CORPORATION DBA AMTECH ELEVATOR SERVICES FOR ROUTINE MAINTENANCE AND EMERGENCY RESPONSE CALLS FOR CITY-OWNED ELEVATORS AND WHEELCHAIR LIFTS (\$33,480)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three-year (3) elevator service agreement with two (2) one (1) year options to renew in the amount of **Thirty-Three Thousand Four Hundred Eighty Dollars and Zero Cents (\$33,480.00)** for elevator maintenance with Pacific Coast Elevator Corporation DBA Amtech Elevator Services (**AMTECH**) effective January 1, 2024 through December 31, 2026, for the initial term.

BACKGROUND

The City of Compton General Services Department is responsible for overseeing the maintenance of elevators and wheelchair lifts at various locations demonstrated below.

Elevator Type	Location	Address
Overhead Traction	Dollarhide Community Center	301 N. Tamarind Ave., Compton, CA 90220
Hydraulic	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave., Compton, CA 90220
Wheelchair Lift	Dollarhide Community Center	301 N. Tamarind Ave., Compton, CA 90220
Hydraulic	City Hall - Elevator 1	205 S. Willowbrook Ave., Compton, CA 90220
Hydraulic	City Hall - Elevator 2	205 S. Willowbrook Ave., Compton, CA 90220
Wheelchair Lift	City Hall - Front Entrance	205 S. Willowbrook Ave., Compton, CA 90220

Currently, the City utilizes three elevator maintenance companies: Kone, Inc., Performance Elevator, and Otis Elevator Company. Following an interruption of elevator service by the State of California, staff determined that having multiple contractors

delivers inadequate response times. As a result, staff considered soliciting the services of one elevator maintenance contractor, which would provide several advantages.

- **Consistency and Accountability:** A single maintenance vendor ensures uniformity in service delivery across all elevators and wheelchair lifts. Accountability is clearer when one vendor is responsible for the maintenance of all elevators.
- **Streamlined Communication:** Communication is streamlined with a single point of contact. Resolutions to maintenance issues become more efficient, reducing the likelihood of emergency shutdowns.
- **Comprehensive Understanding:** Maintaining a single vendor would provide an understanding of the entire elevator system, leading to more effective preventative maintenance.
- **Cost Efficiency:** Negotiating a maintenance contract with one vendor would result in cost savings.
- **Simplified Contract Management:** Managing one contract is straightforward and uncomplicated. This results in reduced administrative burdens, including possible delays in payment.

On October 11, 2023, staff solicited Requests For Proposals (RFPs) for Elevator Maintenance Services from qualified Class “C-11” Elevator Contractor companies. The advertisement was placed on the City website www.comptontcity.org/RFP, emailed to the top California Elevator Companies, and advertised in the Compton Bulletin on October 11, 2023 and October 18, 2023.

On November 9, 2023, City staff received a total of three (3) proposals from qualified elevator maintenance companies as follows:

Routine Maintenance Rates

Elevator Company	Monthly rate for First Year	Total Cost First three (3) years	Total Cost Two (2) year extension
Enpro Elevator, Inc.	\$750.00	\$27,000.00	\$18,000.00
Pacific Coast Elevator Corp. DBA Amtech Elevator Svcs.	\$930.00	\$33,480.00	\$23,100.96
A-Ztech Elevator Company	\$1,030.00	\$37,080.00	\$26,976.00

Emergency Response Rates

Elevator Company	Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
Enpro Elevator, Inc.	\$275.00	\$412.50	\$550.00
Pacific Coast Elevator Corp. DBA Amtech Elevator Svcs.	\$270.00	\$459.00	\$540.00
A-Ztech Elevator Company	\$325.00	\$438.00	\$487.00

STATEMENT OF THE ISSUE

The three submitted proposals were examined and evaluated by City staff members. After a thorough evaluation of potential contractors, staff has identified Amtech as the lowest, most responsible bidder to fulfill the City's elevator maintenance needs.

Amtech was the lowest, most responsible bidder due to its ability to have sufficient staffing available to the meet the maintenance requirements of the City. Amtech maintains a staff of 140 mechanics/helpers that will be available to address any routine and/or emergency response maintenance. In contrast, despite having a lower routine maintenance rate than Amtech, Enpro Elevator Inc. maintains a total staff of three (3) personnel for the entire company. (Enpro's emergency response rate was slightly higher than Amtech). In addition, Pacific Coast Elevator Corporation DBA Amtech Elevators is a subsidiary of Otis Elevator Company. Otis Elevator Company signed Contract Number 2019001563 with Omnia Partners, one of the largest and most trusted cooperative purchasing organizations for elevator service and maintenance needs.

Staff selected Amtech as the preferred vendor for the City's elevator maintenance based on their qualifications and experience with large municipalities, 30 years of experience in the business, and ability to respond to emergencies make them strong candidates to meet the City's elevator maintenance needs. In addition, they specialize in all makes and models of vertical transportation with an ability to provide technical and material sourcing on all currently installed equipment. The corporation is familiar with the City of Compton Business License requirements and has a valid license.

Amtech's monthly rate for the first three years is \$930.00 per month. Should the City decide to renew the contract for the option period, that rate would increase to \$962.54 monthly for routine maintenance. This rate does not include emergency response calls. Some instances that would trigger an emergency response call are an entrapment, power outage, vandalism, flooding, door collision, or damage caused by individuals. Emergency response calls are to be billed separately at the hourly rates shown below.

Emergency Response Rates Initial Term

Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
\$270.00	\$459.00	\$540.00
Regular Hourly Rate (Team Mechanics)	Overtime Hourly Rate (Team Mechanics)	Double Time Hourly Rate (Team Mechanics)
\$459.00	\$918.00	\$918

Emergency Response Rates (Renewal Option)

Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
\$270.00	\$459.00	\$540.00
Regular Hourly Rate (Team Mechanics)	Overtime Hourly Rate (Team Mechanics)	Double Time Hourly Rate (Team Mechanics)
\$475.00	\$950.13	\$950.13

Although the cost for emergency response calls is unspecified at this time, staff does not anticipate exceeding the City Manager's **Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)** spending cap as authorized per Resolution 25,001 for each fiscal year.

FISCAL IMPACT

Funds in the amount of Five Thousand Five Hundred Eighty Dollars and Zero Cents (\$5,580.00) are available for the first six (6) months of the agreement (i.e. January 1, 2024, through June 31, 2024) and are allocated in the 2023-2024 Fiscal Year budget in the following Account Number:

<u>Account No.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
1004-600-000-4269	Measure P – Gen. Fund	Other Contract Services	\$5,580.00

The cost for emergency response calls is unspecified at this time however, funding will be available in the General Services Department annual budget for each occurrence in the following Account Number:

Funds not to exceed **Thirty-Three Thousand Four Hundred Eight Dollars and Zero Cents (\$33,480.00)** for the initial three (3) year term will be available in the General Services Department 2023-2024 Fiscal Year budget in Account No. 1004-600-000-4269 for elevator routine maintenance. Funding for the remaining years of the services agreement will be allocated in future year budgets.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution accepting the proposal and authorize the City Manager to enter into an agreement with Amtech Elevator Services for an initial three-year service agreement for elevator routine

maintenance and emergency response service and with two (2) one (1) year options to renew and issue a purchase order to Pacific Coast Elevator Corp. DBA Amtech Elevators Services.

**NEBRASKA JONES
GENERAL SERVICES DIRECTOR**

APPROVED FOR FORWARDING

**WILLIE A. HOPKINS, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR ELEVATOR SERVICE AGREEMENT AND TO ISSUE A PURCHASE ORDER WITH PACIFIC COAST ELEVATOR CORPORATION DBA AMTECH ELEVATOR SERVICES FOR ROUTINE MAINTENANCE AND EMERGENCY RESPONSE CALLS FOR CITY-OWNED ELEVATORS AND WHEELCHAIR LIFTS (\$33,480)

WHEREAS, the General Services Department is responsible for overseeing the maintenance of elevators and wheelchair lifts at various locations shown below; and

Elevator Type	Location	Address
Overhead Traction	Dollarhide Community Center	301 N. Tamarind Ave., Compton, CA 90220
Hydraulic	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave., Compton, CA 90220
Wheelchair Lift	Dollarhide Community Center	301 N. Tamarind Ave., Compton, CA 90220
Hydraulic	City Hall - Elevator 1	205 S. Willowbrook Ave., Compton, CA 90220
Hydraulic	City Hall - Elevator 2	205 S. Willowbrook Ave., Compton, CA 90220
Wheelchair Lift	City Hall - Front Entrance	205 S. Willowbrook Ave., Compton, CA 90220

WHEREAS, the City currently utilizes three elevator maintenance companies: Kone, Inc., Performance Elevator, and Otis Elevator Company; following an interruption of elevator service by the State of California, staff determined that having multiple contractors delivers inadequate response times; and

WHEREAS, on October 11, 2023, staff solicited Requests For Proposals (RFPs) for Elevator Maintenance Services from qualified Class “C-11” Elevator Contractor companies; the advertisement was placed on the City website, emailed to the top California Elevator Companies, and advertised in the Compton Bulletin on October 11, 2023, and October 18, 2023; and

WHEREAS, on November 9, 2023, City staff received a total of three (3) proposals from qualified elevator maintenance companies as follows:

Routine Maintenance Rates			
Elevator Company	Monthly rate for First Year	Total Cost First three (3) years	Total Cost Two (2) year extension
Enpro Elevator, Inc.	\$750.00	\$27,000.00	\$18,000.00
Pacific Coast Elevator Corp. DBA Amtech Elevator Svcs.	\$930.00	\$33,480.00	\$23,100.96
A-Ztech Elevator Company	\$1,030.00	\$37,080.00	\$26,976.00

Emergency Response Rates			
Elevator Company	Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
Enpro Elevator, Inc.	\$275.00	\$412.50	\$550.00
Pacific Coast Elevator Corp. DBA Amtech Elevator Svcs.	\$270.00	\$459.00	\$540.00
A-Ztech Elevator Company	\$325.00	\$438.00	\$487.00

WHEREAS, staff examined the proposals and after a thorough evaluation of potential contractors, staff identified Pacific Coast Elevator Corp. DBA Amtech Elevator Services (AMTECH) as the most suitable candidate to fulfill our elevator maintenance needs; and

WHEREAS, Amtech was the lowest, most responsible bidder due to its ability to have sufficient staffing available to the meet the maintenance requirements of the City. Amtech maintains a staff of 140 mechanics/helpers that will be available to address any routine and/or emergency response maintenance; and

WHEREAS, Pacific Coast Elevator Corporation DBA Amtech Elevator is a subsidiary of Otis Elevator Company; Otis Elevator Company signed Contract Number 2019001563 with Omnia Partners, one of the largest and most trusted cooperative purchasing organizations for elevator service and maintenance needs; and

WHEREAS, the contractor was selected by City staff as the preferred vendor for the elevator maintenance RFP based on their qualifications and experience with large municipalities, 30 years of experience in the business, and ability to respond to emergencies made them a strong candidate to meet the City’s elevator maintenance needs; and

WHEREAS, Amtech’s monthly rate for the first three years is \$930.00 per month; should the City decide to renew contract the monthly rate would increase to \$962.54 for the two (2) one (1) year option period for routine maintenance; and

WHEREAS, Amtech’s routine monthly maintenance rate does not include the cost for emergency response calls (i.e. entrapments, power outages, vandalism, flooding, door collision, or damage caused by individuals); and

WHEREAS, emergency response calls are unspecified and are unknown at this time; however, the cost will be billed at the hourly rates shown below:

Emergency Response Rates Initial Term		
Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
\$270.00	\$459.00	\$540.00
Regular Hourly Rate (Team Mechanics)	Overtime Hourly Rate (Team Mechanics)	Double Time Hourly Rate (Team Mechanics)
\$459.00	\$918.00	\$918

Emergency Response Rates (Renewal Option)		
Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
\$270.00	\$459.00	\$540.00
Regular Hourly Rate (Team Mechanics)	Overtime Hourly Rate (Team Mechanics)	Double Time Hourly Rate (Team Mechanics)
\$475.00	\$950.13	\$950.13

WHEREAS, staff does not anticipate exceeding the City Manager’s spending cap as authorized per Resolution 25,001 for each fiscal year to respond and resolve emergency response calls; and

WHEREAS, staff recommends accepting the proposal submitted and requests approval from the Mayor and City Council to authorize the City Manager to enter into an agreement with Amtech to provide routine maintenance and emergency response services to City owned elevators and wheelchair lifts; and

WHEREAS, funds for Fiscal Year 2023-2024 in the amount of Five Thousand Five Hundred Eighty Dollars and Zero Cents (\$5,580.00) are available for the first six (6) months of the agreement (i.e. January 1, 2024, through June 31, 2024) and are allocated in the 2023-2024 Fiscal Year budget in the following Account Number:

<u>Account No.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
1004-600-000-4269	Measure P – Gen. Fund	Other Contract Services	\$5,580.00

WHEREAS, emergency response calls are unspecified and unknown at this time; however, funding will not exceed the City Manager's Twenty-Five Thousand Dollar (\$25,000.00) authority for each fiscal year, and funding to cover emergency response calls will be available in the General Services Department budget in the following Account Number:

<u>Account No.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
1004-600-000-4236	Measure P – Gen. Fund	Maint. & Repair	Not to exceed \$25,000

WHEREAS, funding for the remaining years of the service agreement will be allocated in future year budgets.

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

SECTION 1. That the City Manager is hereby authorized to enter into an agreement with Pacific Coast Elevator Corp. DBA Amtech Elevator Services for an initial three (3) year term effective January 1, 2024, through December 2026, with two (2) one (1) year options to renew (i.e. January 1, 2027 through December 31, 2027 and January 1, 2028 through December 31, 2028) for monthly routine maintenance and emergency response call, not to exceed Thirty-Three Thousand Four Hundred Eight Dollars and Zero Cents (\$33,480.00) is authorized for monthly routine maintenance service for the initial three (3) year term of the agreement, plus cost for emergency response calls at the following hourly rates.

Emergency Response Rates Initial Term		
Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
\$270.00	\$459.00	\$540.00
Regular Hourly Rate (Team Mechanics)	Overtime Hourly Rate (Team Mechanics)	Double Time Hourly Rate (Team Mechanics)
\$459.00	\$918.00	\$918

SECTION 2. That the City Manager is authorized to establish a purchase order to Pacific Coast Elevator Corp. DBA Amtech Elevator Services in the amount not to exceed Five Thousand Five Hundred Eighty Dollars and Zero Cents (\$5,580.00) for Fiscal Year 2023-2024 budget (i.e. January 1, 2024 through June 30, 2024) in Account No. 1004-600-000-4269.

SECTION 3. That funding for the remaining years of the service agreement will be allocated in future year budgets.

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

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

ADOPTED this ____ day of _____, 2024.

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 _____, 2024.

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
CITY OF COMPTON
AND
PACIFIC COAST ELEVATOR CORP. DBA AMTECH ELEVATORS**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **PACIFIC COAST ELEVATOR CORP. DBA AMTECH ELEVATORS (AMTECH)** (hereinafter referred to as "**CONTRACTOR**") located at 3041 Roswell Street, Los Angeles, CA 90065 (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has a need to employ the services of an experienced and professional elevator contractor to provide maintenance, repair and emergency response services to four (4) elevators and two (2) wheelchair lifts; and

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

WHEREAS, City desires to engage Contractor to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, By **Resolution No. _____**, adopted on the _____ day of _____, **20232024**, the City Council authorized the City Manager to execute the contracts with **AMTECH**; and

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

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

AGREEMENT:

1. **Services to be rendered by Contractor.** It is the mutual understanding of the Parties that the Contractor shall perform and be responsible for providing maintenance, repair, and emergency services to four (4) elevators and two (2) wheelchair lifts for the City's General Services Department, to include, but not be limited to:

CLEAN (remove dirt, lint, excess oil, and grease):

- Power units
- Control Equipment (relay panels, selectors, operating switches, etc.)
- Pit Equipment (remove the normal accumulation of rubbish)
- Guide Rails and Brackets (brush to remove lint and dust)
- Car Frames (guide shoes, safety parts, etc.)
- Top of Cars and Bottom of Platforms
- Car Door and Gate Openers
- Hoist way Door Equipment

LUBRICATE:

Oil and grease as required, according to manufacturer's lubrication schedules. Provide proper lubrication to all items of elevator equipment at intervals recommended by the manufacturer and/or as a result of visual examinations.

Professional Services Agreement – Elevator Maintenance Services
General Services Department / Resolution _____

- Power Unit (refill tank when necessary-flush and filter)
- Control Equipment (selectors, operation switches and devices, etc.)
- Guide Rails (refill lubricators as often as required)

EXAMINE:

Provide a thorough visual examination of all exposed parts accessible without dismantling components. Examinations are to be performed on a regular scheduled basis at intervals to be established based on use and need. Examinations are to be performed by a State of California Certified Competent Conveyance Mechanic.

ADJUST:

Provide all necessary adjustments during regular scheduled examination visits.

REPAIR:

During regular working hours provide necessary major and minor repairs, including labor and parts as required, to the following items:

- Control Equipment (relay panels, selectors, operating switches, etc.)
- Car Door and Gate Operators
- Hoist way Door Equipment
- Interlocks
- Leveling Switches (car and hoist way switches and cams)
- Guide Shoes (car roller guides, shoes, gibs, etc.)
- Pit Equipment
- Hydraulic Valves, Pumps, Pump Motors (Power Unit)
- "V" Belt on Power Unit
- Door Motors
- Guide Bearings, Packing and Packing Gland (Hydraulic Seals)

CALLBACK SERVICE:

Provide minor emergency callback service during regular hours at no additional charge to the customerCity.

Overtime shall consist of weekdays 5 pm to 8 am, and Saturdays. (Hours as recognized by the International Union of Elevator Constructors.)

Double-time shall consist of Sundays and Holidays. (Hours as recognized by the International Union of Elevator Constructors.)

Overtime and double-time shall have two two-hour minimum for call out.

ITEMS NOT COVERED:

Cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels and/or fixtures, hoist way door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to the controller, hydraulic elevator jack casing, buried piping, alignment of guide rails, smoke and fire sensors, communication devices, security systems, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this agreement.

MAINTENANCE FREQUENCY:

No less than twelve (12) maintenance visits per year. Fire recall testing and State of California-required record-keeping shall be completed by ~~elevator-service-provider~~Contractor.

RESPONSE TIME:

In the event of trapped passenger(s), ~~elevator-service-provider~~Contractor shall provide a technician on-site in forty-five (45) minutes or less from the time of notification. In the event the elevator requires repair, but is unoccupied, then response time shall be within four (4) hours or less.

ONLINE RECORD-KEEPING:

~~Elevator-service-provider~~Contractor shall provide the City with on-line service records, inspection reports and preliminary orders.

TESTING:

~~Elevator-service-provider~~Contractor shall provide all required testing on all hydraulic elevators and wheelchair lifts as required by the State of California, at no additional charge. The testing shall be covered during business hours. The elevators and wheelchair lifts shall individually be out of service during the testing.

No additional services shall be performed by the Contractor unless approved in advance in writing by the city, stating the dollar value of said services, and the method of payment. All such services are to be coordinated with the City and the results of the work shall be monitored by the **Director of General Services or his designee**. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

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

Contractor services hereunder shall be performed in a good, workmanlike, and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Contractor from these obligations.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor will give its attention to fulfilling the provisions of this Agreement by all of its employees and sub-contractors, if any, and will keep the services under its control. On request of City, if any employee or sub-contractor of Contractor 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, Contractor will discharge said employee or sub-contractor from performing services according to provisions of this Agreement.

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Tim Herter, Branch Manager of Contractor, shall be primarily responsible for representing Contractor in performance of this Agreement.

Nebraska Jones, Director of General Services, or his/her authorized designee, of the **City General Services Department**, is hereby designated as the City's Representative for this Project/Agreement.

2. **Duration of Contract.** The Contractor shall commence services requested by the City on issuance of Notification to Proceed from the City to Contractor. The term of the Agreement shall commence upon January 1, 2024 and end on December 31, 2027, with two (2) one (1) year options to renew.

3. **Compensation.** The method of payment for this Contract by the City to the Contractor for actual services rendered under this Agreement upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the Request for Proposal Rate Form as follows:

Monthly Routine Maintenance Rate	Total Cost First Initial Term (3 years)
\$930.00	\$33,480.00

Hourly Emergency Response Rates		
Regular Hourly Rate (Mechanic)	Overtime Hourly Rate (Mechanic)	Double Time Hourly Rate (Mechanic)
\$270.00	\$459.00	\$540.00
Regular Hourly Rate (Team Mechanics)	Overtime Hourly Rate (Team Mechanics)	Double Time Hourly Rate (Team Mechanics)
\$459.00	\$918.00	\$918

Commented [JG1]: Why is the OT rate 2x?

It is understood and agreed between the Parties that the maximum compensation authorized for the service agreement provided by the Contractor for routine maintenance is **Nine Hundred Dollars and Zero Cents (\$930.00)** per month and shall be limited to a not-to-exceed amount of **Thirty-Three Thousand Four Hundred Eight Dollars and Zero Cents (\$33,480.00)**, for the initial term as authorized by the City Council.

Emergency Response calls will be billed per occurrence per the hourly emergency response rate and must be approved in writing by **Nebraska Jones, Director of General Services**, or his/her authorized designee, of the **City General Services Department**.

Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **General Services Department** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

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

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

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5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers, joint venture or partner of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

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

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

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

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

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

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

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

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

11. Insurance. Without limiting the Contractor's indemnification of the City, Contractor 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 Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Contractor 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.

Coverage's and Limits. Contractor will maintain the types of coverage's 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 Contractor'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 Contractor pursuant to this Agreement are adequate to protect Contractor. 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. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor'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

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bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

11.3 **Professional Liability.** Errors and omissions liability appropriate to Contractor'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, Contractor 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 Contractor. 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, Contractor 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.** Contractor, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Contractor. Upon execution of this Agreement, the Contractor shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

13. **Maintenance of Records.** Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor 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.** Contractor represents (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor's undertaking this relationship with City, (ii) will exercise the professional standard of care in the performance of the services called for by this Agreement not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Contractor 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 Contractor 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.** Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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 Contractor encounters any conflict between such laws and ordinances, Contractor shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. **Termination.** The City may terminate this Agreement at any time by mailing a thirty day (30) notice in writing to Contractor that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Contractor. If the Agreement is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a prorated portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

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 Contractor), or other similar acts to those described above or other causes beyond the reasonable control

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of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

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

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

[Supply exceptions on a separate page]

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

[Attach separate page]

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Contract on the signature portion thereof shall also constitute signature of the above Certifications.

Tim Herter, Branch Manager

Date

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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. Contractor will testify at City's request if litigation is brought against City in connection with Contractor's services under this agreement. Unless the action is brought by Contractor, or is based upon Contractor's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Contractor will compensate Contractor for time spent in preparation for testimony, testimony, and travel at Contractor'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 Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor 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. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not make any of these documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before any such release.

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

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 Contractor:

**Pacific Coast Elevator Corporation
DBA Amtech Elevators
3041 Roswell Street,
Los Angeles, California, 90065
Attn: Tim Herter, Branch Manager**

Commented [JG2]: Verify address

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(844) 258-1523

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Nebraska Jones, General Services Director
(310) 605-5519 - Phone

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.

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

PACIFIC COAST ELEVATOR CORP. DBA AMTECH ELEVATORS
CONTRACTOR

Dated: _____

By _____
Tim Herter, Branch Manager

CITY OF COMPTON

Dated: _____

By _____
Nebraska Jones, General Services Director

Approved by:

Dated: _____

By _____
~~Jerome Groomes~~Willie a. Hopkins, Jr., City

Manager

Approved as to form:

By _____
Eric J. Perrodin, City Attorney

Dated: _____

ATTEST:

Professional Services Agreement – Elevator Maintenance Services
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Dated: _____

By _____
Vernell McDaniel, City Clerk

DRAFT



CITY OF COMPTON DEPARTMENT OF GENERAL SERVICES

Elevator Maintenance Services



COVER LETTER

November 9, 2023

City of Compton
Department of General Services
Re: RFP-Elevator Maintenance Services

We appreciate the opportunity to share the enclosed bid package for Elevator Maintenance Services for the City of Compton.

We hope to demonstrate in this BID response our manpower and support infrastructure for all products covered by this BID. Amtech Elevator currently maintains several municipalities throughout Southern California which makes Amtech Elevator uniquely qualified to meet your expectations.

Amtech Elevator feels strongly that we understand the scope of work included in the BID package. We look forward to discussing the details associated with our BID submission.

Thank you again for the opportunity to bid this RFP.

Christina Bonomo,
Business Development Manager
626-328-3743





COMPANY OVERVIEW

3041 Roswell Street
Los Angeles, CA 90065

12921 166TH Street
Cerritos, CA 90703

Amtech Service Line	(844) 258-1523
Christina Bonomo (Primary Contact During Bid) Business Development Manager	(626) 328-3743
Tim Herter Branch Manager	(562) 843-2899
Dun & Bradstreet Number	1000007601
Tax Identification Number	06-141-7004



200+
EMPLOYEES



60+
SERVICE MECHANICS



Est. 1853
YONKERS, NEW YORK

Subsidiary of
Otis Elevator



>9,000
UNDER SERVICE

Municipalities Currently On Service

City of Pasadena

City of Burbank

City of Los Angeles

No. of Units

22

45

40

City of Oxnard

City of Santa Ana

City of West Covina

No. of Units

18

30

2

City of Torrance

City of Placentia

City of Downey

No. of Units

17

2

3

City of Norwalk

City of San Bernardino

City of Manhattan Beach

No. of Units

11

11

12

City of Moreno Valley

City of Rancho Cucamonga

City of Escondido

No. of Units

2

3

19

City of La Habra

No. of Units

1

TECHNICAL APPROACH

Amtech Elevators' approach to interfacing with the City of Compton during standard and specialized projects is to clearly communicate with all facility personnel to ensure a clear understanding of maintenance scope, timelines, and special requirements.

We specialize in all makes and models of vertical transportation with an ability to provide technical and material sourcing on all currently installed equipment. We offer a unique ability to provide Local & National engineering support to ensure your facilities meets the uptime requirements of your operation.

Our extensive parts inventory and comprehensive safety program will allow us to maintain the City of Compton with the flexibility of a small local company, with access to the resources of a large worldwide corporation.

1. PRE-START MEETING

- Introduce team to building personnel
- Discuss special protocol/schedule for technicians
- Discuss City of Compton's safety and procedural requirements

2. FIRST WEEK

- Inspect machine rooms
- Verify wiring diagrams are in place
- Verify fuse sizes
- Check that no jumpers are on equipment
- Install safety stickers
- Post fire service testing logs
- Inspect Cartops and Pits

3. AFTER 30 DAYS

- Provide ongoing equipment Quality and Safety inspections to minimize disruption and unplanned events.
- Amtech Account Manager to regularly communicate with the City of Compton Facilities, on equipment action plans, material order status, job site updates.
- Review maintenance and repair schedules, for repairs, required testing and extended down time maintenance procedures.

TEAM QUALIFICATIONS

Locally, Amtech Elevator is managed by a Regional Director, Jim Strachan, who oversees the two Amtech Southern California offices. The following are key personnel who will be managing your accounts:

AMETCH ORGANIZATION HIGHLIGHTS

AC0



MECHANICS/
HELPERS
140



OFFICE
EMPLOYEES
50



CONSTRUCTION
SUPERINTENDENTS
1



SERVICE & MOD
SUPERVISORS
3



ADJUSTORS
4



PROJECT
MANAGERS
2



TOTAL
ASSOCIATES
200



UNITS ON
SERVICE
9000+

TIM HERTER
General Manager
Cerritos

FERNANDO GOMEZ
Service Supervisor

BLESSING NDON
State & City
Compliance

CHRISTINA BONOMO
Business Development
Manager

RAQUEL FLORES
Service Supervisor

EVELYN SANCHEZ
Repair Coordinator

STPHANIE CENDRO
Account Manager

DEREK HUNTER
Project Manager

TRACY BOLAND
Office Manager

JESSE HERRERA
Account Manager

LEONARD PATITO
Repair Supervisor

DONNA GAGE
Collections Specialist

SARA ALLEN
Account Manager

STEPHANIE YBARRA
Account Manager



Cerritos Office
166th Street
Cerritos, CA 90703

24/7 Service Dispatch
844-258-1523

Branch Contact Information

Branch
Manager

Tim Herter

Cell: 562-843-2899
Tim.Herter@amtechelevator.com

13 years of experience managing Amtech Cerritos Office.

Service
Supervisor

Fernando Gomez

Cell: 562-382-3522
Fernando.Gomezjr@amtechelevator.com

6 years experience Service Supervisor
10 years experience as an elevator technician

Account
Manager

Stephanie Cendro

Cell: 657-394-8730
Stephanie.Cendro@amtechelevator.com
5 years of experience as an Account Manager

Mechanics

Scott Gilfilin, Amtech Elevator Mechanic

Amtech Elevator Services - Los Angeles, California

- Elevator Service Mechanic (2016 - Current)

Liftech Elevator Services - Los Angeles, California

- Elevator Repair Mechanic (2013 - 2016)

- Elevator Modernization (2011-2013)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, US Elevator.

Training: IUEC Local 18 mechanic certification

Mike Atkinson, Amtech Elevator Mechanic

Amtech Elevator Services - Los Angeles, California

- Elevator Service Mechanic (2016 - Current)

Mitsubishi Electric Elevators - Los Angeles, California

- Elevator Repair Mechanic (2006 - 2016)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, US Elevator.

Training: IUEC Local 18 mechanic certification

Bob Hillman, Amtech Elevator Adjustor

Amtech Elevator Services - Los Angeles, California

- Elevator Adjustor (2016 - Current)

Thyssen Krupp Elevator - Los Angeles, California

- Elevator Service Mechanic (1993 - 2011)

Equipment Experience: KONE, Montgomery, Otis, Schindler, TKE, Motion Control, Smartrise, Amtech Reliable, Mitsubishi, Swift, US Elevator.

Training: IUEC Local 18 mechanic certification

Certifications:

City of Los Angeles – Journeyman elevator mechanic license

State of California – Certified Competence Conveyance Mechanic

Understanding of the Assignment

As a current maintenance provider for several municipalities throughout Southern California, Amtech Elevator has a unique understanding of the City of Compton's high expectations and level of service detailed in this RFP.

Amtech Elevator Services goal is to provide the following:

- 24-hour Dispatch via Amtech Service Line
- Perform all State of California required testing and provide reports to the State.
- Determine a course of action for long term longevity of equipment and provide quotes for upgrades, when necessary,
- Perform proactive maintenance on a monthly basis.
- Proactive communication to ensure the City of Compton always has clear action plans for planned/unplanned services and repairs and the flexibility to necessary adjustments to maximize unit uptime.

To complete this goal Amtech Elevator will develop a comprehensive maintenance program tailored to the needs of the City of Compton. Amtech's quality objectives are to improve customer loyalty, reduce trouble calls and minimize downtime. To achieve our objectives, our established quality strategy is to provide superior service experience by strengthening onsite customer relations and continuously improve the quality of our solutions and processes.

These include the following but not limited to:

- Consistent safe and reliable operation (97% Uptime or greater)
- Maximize operational performance
- Maximize beneficial usage
- Determine a course of action for long term longevity of equipment.
- A plan to minimize shutdowns and mitigate potential down times
- Provide insurance covered as outlined

Licenses



AMTECH



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **737286**

Entity **CORP**

Business Name **PACIFIC COAST ELEVATOR
CORPORATION DBA AMTECH
ELEVATOR SERVICES**

Classification(s) **C11**

Expiration Date **06/30/2025**

www.cslb.ca.gov



Any change of business address/name must be reported to the Registrar within 90 days

This license is not transferrable, and shall be returned to the Registrar
upon demand when suspended, revoked, or invalidated for any reason.
This pocket card is valid through the expiration date only.

if found, drop in any mailbox
Postage guaranteed by
Contractors State License Board
P O Box 26000, Sacramento CA 95826

Licensee Signature

REFERENCES



AMTECH

REFERENCES

REFERENCE #1

Agency Name: City of Santa Ana	Contact Name: Phil Neff	Contact Email Address: PNeff@santa-ana.org
Dates of Services Performed/Contract Term: 2020 to Present	Contract Amount: \$177,000.00 Annual Rev.	Contact Phone Number: (714) 719-2526

Brief Description of Scope of Work (i.e., supplies, equipment, services provided):

Elevator Maintenance and Repair- 30 units

REFERENCE #2

Agency Name: City of Laguna Beach	Contact Name: Wayne Chintala	Contact Email Address: wchintala@lagunabeachcity.net
Dates of Services Performed/Contract Term: 2005 to Present	Contract Amount: \$11,472.00 Annual Rev.	Contact Phone Number: (949) 244-8366

Brief Description of Scope of Work (i.e., supplies, equipment, services provided):

Elevator Maintenance and Repair- 2 units

REFERENCE #3

Agency Name: City of Torrance	Contact Name: Loretta Perez	Contact Email Address: LPerez@TorranceCA.gov
Dates of Services Performed/Contract Term: 2013 to Present	Contract Amount: \$25,860.00 Annual Rev.	Contact Phone Number: (310) 618-2379

Brief Description of Scope of Work (i.e., supplies, equipment, services provided):

Elevator Maintenance and Repair- 17 units

COST PROPOSAL

AMTECH



Price Breakdown

City of Compton

RFP -Elevator Maintenance Services

Equipment:

Monthly Maintenance

- 1 KONE MRL (Traction)
- 3 Hydraulic Elevators
- 2 Wheelchair Lifts

Routine Maintenance Rates for Three (3) Years:

(1-1-23 to 12/30/26) = \$930.00 per month

Routine Maintenance Rates for Two (2) Years:

(1-1-27 to 12/30/28) = \$962.54 per month

Breakdown Per Unit:

(1-1-23 to 12/30/26)

- 1 KONE MRL (Traction) = \$300.00/per month
- 3 Hydraulic Elevators = \$160.00 each/per month
- 2 Wheelchair Lifts = \$75.00 each/per month

(1-1-27 to 12/30/28)

- 1 KONE MRL (Traction) = \$310.50/per month
- 3 Hydraulic Elevators = \$165.60 each/per month
- 2 Wheelchair Lifts = \$77.62 each/per month

Christina Bonomo
Business Development Manager



3041 Roswell Street
Los Angeles, CA 90065
24-Hour Dispatch: 844-258-1523
M: 626-328-3743
FX: 860-353-5269
christina.bonomo@amtechelevator.com



GENERAL SERVICES DEPARTMENT ELEVATOR MAINTENANCE SERVICES REQUEST FOR PROPOSAL (RFP) RATE FORM

Provide rates for monthly routine testing and maintenance/repair services for City facility elevators and wheelchair lifts listed in the chart below:

ROUTINE MAINTENANCE RATES FOR THREE (3) YEARS JANUARY 1, 2024 - DECEMBER 30, 2026

State ID No.	Location	Address	Elevator Type	Capacity	Monthly Rate
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$ 300.00
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$160.00
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 75.00
061520	City Hall Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$160.00
061521	City Hall Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 160.00
178681	City Hall Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$75.00

ROUTINE MAINTENANCE RATES FOR THREE (2) YEARS JANUARY 1, 2027 - DECEMBER 30, 2028

State ID No.	Location	Address	Elevator Type	Capacity	Monthly Rate
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$310.50
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$165.60
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$77.62
061520	City Hall Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 165.60
061521	City Hall Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$165.60
178681	City Hall Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$77.62

Provide rates for authorized non-routine and emergency maintenance, authorized repair services, and authorized emergency service/repair below:

**BILLING FOR OVERTIME RATES FOR THREE (3) YEARS
JANUARY 1, 2024 - DECEMBER 30, 2026**

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
SERVICE MECHANIC	\$ 270.00	\$ 459.00	\$540.00
TEAM MECHANICS	\$ 459.00	\$918.00	\$ 918.00
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

**ROUTINE MAINTENANCE RATES FOR THREE (2) YEARS
JANUARY 1, 2027 - DECEMBER 30, 2028**

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
SERVICE MECHANIC	\$ 279.45	\$ 475.00	\$558.90
TEAM MECHANICS	\$ 475.00	\$ 950.13	\$950.13
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$

- ❖ Overtime shall consist of weekdays, 5 p.m. to 8 a.m., and Saturdays.
- ❖ Double-time shall consist of Sundays and Holidays.
- ❖ Overtime and double-time shall have two-hour minimum for call out.

CITY OF COMPTON
GENERAL SERVICES DEPARTMENT
 205 SOUTH WILLOWBROOK AVENUE
 COMPTON, CA 90220
 (310) 605-5519

Enpro Elevator

ROUTINE MAINTENANCE RATES FOR THREE (3) YEARS

JANUARY 1, 2024 - DECEMBER 30, 2026

State ID	Location	Address	Elevator Type	Capacity	Monthly Rate	Yearly Rate	For the first three (3) years
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$ 160.00	\$ 1,920.00	\$ 5,760.00
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$ 150.00	\$ 1,800.00	\$ 5,400.00
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 75.00	\$ 900.00	\$ 2,700.00
61520	City Hall - Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 145.00	\$ 1,740.00	\$ 5,220.00
61521	City Hall - Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 145.00	\$ 1,740.00	\$ 5,220.00
178681	City Hall - Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 75.00	\$ 900.00	\$ 2,700.00
Total					\$ 750.00	\$ 9,000.00	\$ 27,000.00

ROUTINE MAINTENANCE RATES FOR TWO (2) YEARS

JANUARY 1, 2027 - DECEMBER 30, 2028

State ID	Location	Address	Elevator Type	Capacity	Monthly Rate	Yearly Rate	For Renewal Option
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$ 160.00	\$ 1,920.00	\$ 3,840.00
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$ 150.00	\$ 1,800.00	\$ 3,600.00
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 75.00	\$ 900.00	\$ 1,800.00
61520	City Hall - Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 145.00	\$ 1,740.00	\$ 3,480.00
61521	City Hall - Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 145.00	\$ 1,740.00	\$ 3,480.00
178681	City Hall - Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 75.00	\$ 900.00	\$ 1,800.00
Total					\$ 750.00	\$ 9,000.00	\$ 18,000.00

BILLING FOR OVERTIME RATES FOR THREE (3) YEARS

JANUARY 1, 2024 - DECEMBER 30, 2026

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$ 275.00	\$ 412.50	\$ 550.00

BILLING FOR OVERTIME RATES FOR TWO (2) YEARS

JANUARY 1, 2027 - DECEMBER 30, 2028

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$ 275.00	\$ 412.50	\$ 550.00

Pacific Coast Elevator Corp. DBA Amtech Elevators

ROUTINE MAINTENANCE RATES FOR THREE (3) YEARS

JANUARY 1, 2024 - DECEMBER 30, 2026

State ID	Location	Address	Elevator Type	Capacity	Monthly Rate	Yearly Rate	For the first three (3) years
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$ 300.00	\$ 3,600.00	\$ 10,800.00
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$ 160.00	\$ 1,920.00	\$ 5,760.00
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 75.00	\$ 900.00	\$ 2,700.00
61520	City Hall - Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 160.00	\$ 1,920.00	\$ 5,760.00
61521	City Hall - Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 160.00	\$ 1,920.00	\$ 5,760.00
178681	City Hall - Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 75.00	\$ 900.00	\$ 2,700.00
Total					\$ 930.00	\$ 11,160.00	\$ 33,480.00

ROUTINE MAINTENANCE RATES FOR TWO (2) YEARS

JANUARY 1, 2027 - DECEMBER 30, 2028

State ID	Location	Address	Elevator Type	Capacity	Monthly Rate	Yearly Rate	For Renewal Option
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$ 310.50	\$ 3,726.00	\$ 7,452.00
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$ 165.60	\$ 1,987.20	\$ 3,974.40
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 77.62	\$ 931.44	\$ 1,862.88
61520	City Hall - Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 165.60	\$ 1,987.20	\$ 3,974.40
61521	City Hall - Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 165.60	\$ 1,987.20	\$ 3,974.40
178681	City Hall - Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 77.62	\$ 931.44	\$ 1,862.88
Total					\$ 962.54	\$ 11,550.48	\$ 23,100.96

BILLING FOR OVERTIME RATES FOR THREE (3) YEARS

JANUARY 1, 2024 - DECEMBER 30, 2026

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$ 270.00	\$ 459.00	\$ 540.00

BILLING FOR OVERTIME RATES FOR TWO (2) YEARS

JANUARY 1, 2027 - DECEMBER 30, 2028

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$ 279.45	\$ 475.00	\$ 558.90

A-Ztech Elevator

ROUTINE MAINTENANCE RATES FOR THREE (3) YEARS

JANUARY 1, 2024 - DECEMBER 30, 2026

State ID	Location	Address	Elevator Type	Capacity	Monthly Rate	Yearly Rate	For the first three (3) years
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$ 275.00	\$ 3,300.00	\$ 9,900.00
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$ 185.00	\$ 2,220.00	\$ 6,660.00
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 100.00	\$ 1,200.00	\$ 3,600.00
61520	City Hall - Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 185.00	\$ 2,220.00	\$ 6,660.00
61521	City Hall - Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 185.00	\$ 2,220.00	\$ 6,660.00
178681	City Hall - Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 100.00	\$ 1,200.00	\$ 3,600.00
Total					\$ 1,030.00	\$ 12,360.00	\$ 37,080.00

ROUTINE MAINTENANCE RATES FOR TWO (2) YEARS

JANUARY 1, 2027 - DECEMBER 30, 2028

State ID	Location	Address	Elevator Type	Capacity	Monthly Rate	Yearly Rate	For Renewal Option
165504	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Overhead Traction	4,000 Pounds	\$ 300.00	\$ 3,600.00	\$ 7,200.00
165770	Dollarhide Community Center - Parking Lot	301 N. Tamarind Ave Compton, CA 90220	Hydraulic	3,500 Pounds	\$ 198.00	\$ 2,376.00	\$ 4,752.00
161886	Dollarhide Community Center	301 N. Tamarind Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 115.00	\$ 1,380.00	\$ 2,760.00
61520	City Hall - Elevator 1	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 198.00	\$ 2,376.00	\$ 4,752.00
61521	City Hall - Elevator 2	205 S. Willowbrook Ave Compton, CA 90220	Hydraulic	3000 Pounds	\$ 198.00	\$ 2,376.00	\$ 4,752.00
178681	City Hall - Front Entrance	205 S. Willowbrook Ave Compton, CA 90220	Wheelchair Lift	750 Pounds	\$ 115.00	\$ 1,380.00	\$ 2,760.00
Total					\$ 1,124.00	\$ 13,488.00	\$ 26,976.00

BILLING FOR OVERTIME RATES FOR THREE (3) YEARS

JANUARY 1, 2024 - DECEMBER 30, 2026

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$ 325.00	\$ 438.00	\$ 487.00

BILLING FOR OVERTIME RATES FOR TWO (2) YEARS

JANUARY 1, 2027 - DECEMBER 30, 2028

Classification/Job Title	Regular Hourly Rate	Overtime Hourly Rate	Double Time Hourly Rate
Mechanic	\$ 345.00	\$ 460.00	\$ 515.00



**ELEVATOR SERVICES, REPAIR, MAINTENANCE, INSPECTION/TESTING, PARTS, AND MODERNIZATION
Executive Summary**

Lead Agency: University of California

Solicitation: #000289-APR2018

RFP Issued: April 24, 2019

Pre-Proposal Date: May 3, 2019

Response Due Date: June 3, 2019

Proposals Received: 8

Awarded to: Otis Elevator Company

The University of California Office of the President issued RFP #000289-APR2018 on April 24, 2019, to establish a national cooperative contract for Elevator Services, Repair, Maintenance, Inspection/Testing, Parts, and Modernization.

The solicitation included cooperative purchasing language in Sections D:

The University of California, as the Principal Procurement Agency, defined in Exhibit A, has partnered with OMNIA Partners to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The UC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency"). Exhibits A through H contain additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- CalUsource website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- South Carolina website/newsletter (get from Chris White)
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On June 3, 2019 proposals were received from the following offerors:

- Van Deusen & Associates, Inc.
- Kone Inc.
- Otis Elevator Company
- Smartrise Engineering
- Liftech Elevator Services, Inc.
- Amtech
- Lerch Bates
- National Elevator Inspection Service

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, Lerch Bates, Smartrise Engineering and National Elevator Inspection Service. The University of California completed negotiations and made successful contract awards with Van Deusen & Associates, Inc., Kone Inc., Otis Elevator, and Lerch Bates.

The University of California, OMNIA Partners, Public Sector and Otis Elevator Company successfully negotiated a contract, and the University of California executed the agreement with a contract (#2019001563) effective date of October 1, 2019.

Contract includes:

- Otis Maintenance Management Systems (OMMS)
- Otisline – 24x7 call center
- Remote Elevator Monitoring (REM)
- National Engineering Resources
- Modernization of existing elevators
- e-Service
- Comprehensive Parts Inventory
- Training for national account customers
- Additional services including; Account Assessment, Communication and Coordination with Local Otis Offices, Specialized Reporting, Problem Resolution and Capital Spending Planning and Review

Term:

Initial five (5) year agreement from October 1, 2019 through September 30, 2024 with the option to renew for five (5) additional one (1) year periods through September 30, 2029.

Pricing/Discount:

See pricing files
Pricing matrix by state
Volume tier discounts

OMNIA Partners, Public Sector Web Landing Pages:

<https://www.omniapartners.com/publicsector/contract/supplier-contracts/otis>

Contractor's License Detail (Other Licenses)

Contractor License # 737286
Contractor Name PACIFIC COAST ELEVATOR CORPORATION

Select the license name you would like to check for additional status details

- KEVIN THOMAS WRIGHT

Licensed With [ELEVATED TECHNOLOGIES INC DBA METRO ELEVATOR](#)

Status Active
- CHARLES OSCAR MORPHEW

Licensed With [5 STAR ELEVATOR SERVICE INC](#)

Status Expired
- JAMES FRANCIS CRAMER

Licensed With [OTIS ELEVATOR COMPANY](#)

Status Active
- JORGE ADALBERTO CASTILLO

Licensed With [OTIS ELEVATOR COMPANY](#)

Status Active

January 16, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: PUBLIC WORKS STREET MAINTENANCE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SCREAMIN EAGLE SERVICES, INC. FOR PAYMENT OF OUTSTANDING INVOICES FROM NOVEMBER 2023 TO DECEMBER 2023 FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES IN THE AMOUNT OF TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)

SUMMARY

The adoption of this resolution will authorize the issuance of a purchase order with Screamin Eagle Services, Inc. for payment of outstanding invoices from November 2023 to December 2023 for Citywide Illegal Dumping Clean-up, Removal and Haul Away Services in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00).

BACKGROUND

Illegal dumping is a major problem with significant social, health, environmental and economic impact. The City of Compton is not unique in facing the tremendous burden caused by illegal dumping. The most common sites for illegal dumping are: vacant lots, alleyways, parkways and unlocked dumpsters. The most commonly dumped items are appliances, tires, household waste, furniture, electronic and hazardous waste and periodically construction materials. Illegal dump sites serve as a magnet for additional dumping. The City of Compton has initiated several methods in which to address these issues; (1) hiring a private illegal dumping clean-up contractor, (2) assigning City crew to assist with illegal dumping clean-up and (3) rapid reporting by use of the City App.

STATEMENT OF THE ISSUE

The clean-up of illegally dumped waste falls exclusively to the City of Compton's Public Works Street Maintenance Department (Department). The Department advertised a Request for Proposal (RFP) for Citywide Illegal Dumping Clean-up, Removal and Haul Away Services on April 10, 2023, in the Bulletin Newspaper and on the City's website.

As a result of the RFP, the RFP Review Panel selected American Reclamation, Inc. to service the City's illegal dumping needs. This selection was solidified on November 7, 2023, by City Council approval with services to commence on January 1, 2024.

Screamin Eagle Services, Inc. has provided illegal dumping clean-up services for the City during the implementation of an agreement with the new service provider. It is necessary to pay Screamin Eagle Services, Inc. for the services rendered during the months of November 2023, in the amount of Fourteen Thousand Five Hundred Eighty Dollars (\$14,580.00) and December 2023, in a pro-rated amount of Seven Thousand Nine Hundred Twenty Dollars (\$7,920.00).

FISCAL IMPACT

Funds in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) are available in the Public Works Street Maintenance Department's Fiscal Year 2023-2024 Budget in Account No. 1004-720-000-4266 to pay for these services.

ALTERNATIVE

No other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council approves the attached Resolution.

**DAMION TIMMONS
STREET SUPERINTENDENT**

APPROVED FOR FORWARDING:

**WILLIE HOPKINS JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH SCREAMIN EAGLE SERVICES, INC. FOR PAYMENT OF OUTSTANDING INVOICES FROM NOVEMBER 2023 TO DECEMBER 2023 FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES IN THE AMOUNT OF TWENTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$22,500.00)

WHEREAS, the major problem of illegal dumping has significant social, health, environmental and economic impacts; and

WHEREAS, the City of Compton is not unique in facing the tremendous burden caused by illegal dumping throughout California; and

WHEREAS, the most common sites for illegal dumping are; vacant lots, alleyways, parkways and unlocked dumpsters serve as a magnet for additional dumping; and

WHEREAS, the Public Works Street Maintenance Department (Department) advertised a Request for Proposal (RFP) for Citywide Illegal Dumping Clean-up, Removal and Haul Away services on April 10, 2023, in the Bulletin Newspaper and on the City's website; and

WHEREAS, as a result of the RFP, the RFP Review Panel selected American Reclamation, Inc. to service the City's illegal dumping needs. The selection was solidified on November 7, 2023, by City Council with services to commence on January 1, 2024; and

WHEREAS, Screamin Eagle Services, Inc. has provided illegal dumping clean-up services for the City during the implementation of an agreement with the new service provider; and

WHEREAS, it is necessary to pay Screamin Eagle Services, Inc. for the services rendered during the months of November 2023, in the amount of Fourteen Thousand Five Hundred Eighty Dollars (\$14,580.00) and December 2023, in a pro-rated amount of Seven Thousand Nine Hundred Twenty Dollars (\$7,920.00); and

WHEREAS, funds in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) are available in the Department's Fiscal Year Budget in Account No. 1004-720-000-4266 to pay for these services.

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

Section 1. That the City Manager is authorized to establish a purchase order with Screamin Eagle Services, Inc. for providing illegal dumping clean-up services for the City during the months of November 2023, in the amount of Fourteen Thousand Five Hundred Eighty Dollars (\$14,580.00) and December 2023, in a pro-rated amount of Seven Thousand Nine Hundred Twenty Dollars (\$7,920.00).

Section 2. That the purchase order to Screamin Eagle Services, Inc. will be established in the amount of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) from Account No. 1004-720-000-4266.

Section 3. That funds for this expenditure are available in the Department's 2023-2024 Fiscal Year Budget in Account No. 1004-720-000-4266.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, City Attorney and the Public Works Street Maintenance Department.

RESOLUTION NO. _____
Page 2

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

ADOPTED this _____ day of _____, 2024.

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 the regular meeting thereof held on the _____ day of _____, 2024.

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

January 9, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT

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

SUMMARY

City Council will consider a request from the Coalition for Humane Immigrant Rights (“CHIRLA”) to enter into a twelve (12) month (i.e. February 1, 2024, through January 31, 2025) lease agreement for the use of approximately 1,080 square feet of dedicated indoor space at 700 North Bullis Road, Compton, CA 90221 commonly known as the “CareerLink” facility.

BACKGROUND

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

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)(1)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**.

In addition to the base minimum rental rate of \$1.00 per square foot for indoor space, proposed lease agreements for “Shared Occupancy” are to address the costs incurred by the City for utilities, maintenance and repairs, etc. At the CareerLink location, the typical lease to date has identified the utility cost to be **Ninety-Seven cents (\$0.97) per square foot**.

Thus, the cost to the tenant is recommended at a minimal monthly rental rate based on a square footage charge of ***\$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, etc.).***

STATEMENT OF THE ISSUE

Historical Background of Organization

The Coalition for Humane Immigrant Rights was founded in 1986. In addition to offering a variety of low-cost, high-quality legal services CHIRLA plans to continue programs and services that have benefited the community at large. Programs such as their Community Education and Outreach will provide free information, group seminars, presentations, and workshops on Coalition Building, Policy, Civic Engagement, Worker's Rights, Community/Police Relations, and other social services that affect the community.

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

Indoor square footage

Classroom 1A

1,080 square feet

Total Exclusive Indoor Square Footage

1,080 square feet

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

On August 8, 2023, staff received a request from CHIRLA to renew their lease agreement. If approved, the City Council will authorize the City Manager to enter into a twelve (12) month lease agreement with the City of Compton, beginning February 1, 2024, through January 31, 2025, for exclusive occupation of the above-indicated indoor spaces of the CareerLink site.

FISCAL IMPACT

Unless the Council decides to waive the minimum lease rental rate requirements of Policy 4.17(A)(1) of the City Leasing Policy, the estimated fiscal impact of this proposed action will be a net gain to the General Fund of a base monthly lease rental rate of **Two Thousand One Hundred Twenty-Seven Dollars and Sixty Cents (\$2,127.60)** for the

term of the lease for an annual amount of **Twenty-Five Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$25,531.20).**

ALTERNATIVE

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

1. Authorize the City Manager to enter into a lease agreement with the Coalition for Humane Immigrant Rights for the 12-month term requested (or offer a lesser term) as follows:

- a. For a typical lease to date for 700 North Bullis Road (i.e. \$1.00 per square foot base rental rate plus .97 per square foot for utilities, maintenance, custodial, and security) at a total rate of \$1.97 per square foot.

Total cost - **Two Thousand One Hundred Twenty-Seven Dollars and Sixty Cents (\$2,127.60) per month**, or Twenty-Five Thousand Five Hundred Thirty-One Dollars and Twenty Cents (\$25,531.20) per year.

- b. For some other monthly rental rate.

_____ per month, or _____ per year.

2. Reject the request to enter into a lease agreement for this location by the Coalition for Humane Immigrant Rights.

RECOMMENDATION

Staff recommends adherence to the current Standard Operating Manual, Policy 4.17(A) at this time. However, the decision to increase lease rental amounts and/or waive other requirements of the City's Leasing Policy is at the discretion of the City Council.

**NEBRASKA JONES, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME GROOMES
CITY MANAGER**

RESOLUTION NO. _____

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

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

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

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

WHEREAS, in addition to the required minimum base rental rate, the leasing policy addresses the recovery of costs incurred by the City for “Shared Occupancy” lease agreements for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), routine maintenance, custodial services and City security; and

WHEREAS, the Coalition for Humane Immigrant Rights, a non-profit organization, seeks City Council approval to enter into a twelve (12) month lease agreement option with the City, beginning February 1, 2024, through January 31, 2025, for the exclusive occupation of 1,080 square feet of indoor space located at 700 North Bullis Road, for the purpose of administrative offices and support services for their organization; and

Classroom 1A 1,080 square feet

Total Exclusive Indoor Square Footage 1,080 square feet

WHEREAS, the City Council has the discretion of authorizing a lease agreement with the Coalition for Humane Immigrant Rights and choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with the Coalition for Humane Immigrant Rights for the 12-month term requested (or offer a lesser term) as follows:

- a. For a typical lease to date for 700 North Bullis Road (i.e. \$1.00 per square foot base rental rate plus .97 per square foot for utilities, maintenance, custodial, and security) at a total rate of \$1.97 per square foot.

Total cost - **Two Thousand One Hundred Twenty-Seven Dollars and Sixty Cents (\$2,127.60) per month**, or Twenty-Five Thousand Five Hundred Thirty-One Dollars and Twenty (\$25,531.20) per year.

- b. For some other monthly rental rate.

_____ per month, or _____ per year.

2. Reject the request to enter into a lease agreement for this location by the Coalition for Humane Immigrant Rights.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to enter into a twelve (12) month lease agreement, effective February 1, 2024, through January 31, 2025, with the Coalition for Humane Immigrant Rights for the exclusive use of approximately 1,080 square feet of space within the City-owned building located at 700 North Bullis Road, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the twelve (12) month term of the lease agreement shall be **Two Thousand One Hundred Twenty-Seven Dollars and Sixty Cents (\$2,127.60)** per month or some other monthly rental rate.

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

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

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

ADOPTED this ____ day of _____, 2024.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2024.

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

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

CITY CLERK OF THE CITY OF COMPTON

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

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

RECITALS:

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

WHEREAS, on _____ the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the **Coalition for Humane Immigrant Rights (CHIRLA)** (“**Lessee**”) for a period of twelve (12) months, commencing February 1, 2024, through January 31, 2024; and

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

WITNESSETH:

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

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

[The “Site”]

Lessee shall lease approximately 1,080 square feet of indoor office space within the Site building (as outlined on the attached Diagram/map of the Site/Premises). Lessee may also have access to and use of shared public spaces within the site.

Exclusive Indoor Space:

LOCATION: Classroom 1 A

SQUARE FOOTAGE: 1080 Square Feet

[The “Premises”]

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

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

Section 2. Term. This Lease shall be for a term of twelve (12) months commencing on February 1, 2021, and shall terminate on January 31, 2024, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Rent. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the total sum of **Two Thousand One Hundred Twenty-Seven Dollars and Sixty Cents (\$2,127.60) per month**, based on a rental rate of **Two Dollars and Ninety-Seven Cents (\$2.97) per square foot** for each square foot of exclusive use indoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day of the month will be deemed late, and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to:

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

Payable to: City of Compton

[Please identify your Lease Site on the payment]

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

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

Administrative Offices and Support Services

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

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

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

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

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

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

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

- d. Routine maintenance.
- e. General/shared security for the Site.

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

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

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

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

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

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

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

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

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

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

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

Section 10. Insurance. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under

forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

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

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

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

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

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

willful misconduct of agents or employees of the Owner in the course of their employment.

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

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

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

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

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

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

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

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

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

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

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

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

Section 12. Damage or Destruction.

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

Repair of Premises. In the event of any lesser damage by casualty (other than that caused by or do the actions/inactions of the Lessee), Owner shall, at Owner's cost and expense, promptly repair the same to the extent Owner's insurance proceeds are made available to Owner therefor and provided that (a) such repairs, in Owner's reasonable good faith opinion, can be commenced within thirty (30) days of the event which necessitated the repair and restoration, unless it is not reasonably possible to commence repair and restoration within thirty (30) days from the date of such damage or destruction (without payment of overtime or other premiums) and (b) the cost of such repairs, in Owner's reasonable good faith opinion, will not exceed 50% of the then replacement cost of the Site. If Owner is not required to repair such damage or destruction, then Owner shall, within 30 days from the date of such damage or destruction, either (i) notify Lessee in writing of Owner's election to repair such damage or destruction, in which event Owner shall promptly repair the same, or (ii) notify Lessee in writing of Owner's election to immediately terminate this Lease, in

which event this Lease is terminated effective as of the date of such damage or destruction. Lessee may terminate this Lease effective as of the date of any such damage or destruction if Lessee reasonably determines in its good faith opinion that such damage or destruction substantially impairs the satisfactory operation of the Lessee's operations by notifying Owner in writing of Lessee's election to terminate not later than 30 days after the date of such damage or destruction.

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

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

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

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

- a. **Remediation.** If Hazardous Materials are released at the Site and/or Premises by Lessee, its agents, employees, or contractors, then Lessee is solely responsible for the removal and/or remediation of any Hazardous Materials to the extent required by governmental authorities in compliance with applicable Environmental Laws.
- b. **Indemnification.** Lessee shall indemnify and hold Owner harmless from and against any and all claims, actions, suits, proceedings, loss, liabilities, damages, fines, costs, or expense (including reasonable attorneys' fees, consultants' fees, investigation and laboratory fees, court costs, and litigation expenses), which arise from the presence of Hazardous Materials at the Site and/or Premises released by Lessee or its agents, employees, or contractors.

Section 14. Default. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part

of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

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

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

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

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

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

Section 19. Indemnification. Lessee shall indemnify and save harmless the Owner, its officials, officers, employees, agents and volunteers (collectively hereafter the "Owner"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Owner

from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Lessee's, its employees, contractors, agents or invitees negligent or intentional acts in or on the Premises, or from conduct of Lessee, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

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

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

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

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

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

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

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

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option,

have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

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

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

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

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

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

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

To OWNER:

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

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

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

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

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

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

COALITION FOR HUMANE IMMIGRANT RIGHTS
LESSEE

By _____
Angelica Salas, Executive Director

Dated: _____

CITY OF COMPTON/OWNER
Recommended for Approval:

By _____
Nebraska Jones, Director
General Services Department

Dated: _____

Approved by:

By _____ Dated: _____
Jerome Groomes, City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Vernell McDaniel, City Clerk

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



No.	Revision/Issue	Date

From Name and Address

Project	Student
Topic	
Grade	



CHIRLA

Coalition for Humane
Immigrant Rights

July 20, 2023

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

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

Business License: BL20-000215

Dear Director, General Services Department

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

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

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

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

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

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

Best Regards,

Angelica Salas

Cc: City Manager

January 16, 2024

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE GARLAND COMPANY, INC FOR THE PROCUREMENT OF ROOFING MATERIALS FOR FIRE STATION #1 AND FIRE STATION #3 ROOFING PROJECTS (\$188,125.59)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the proposal and establish a purchase order to The Garland Company, Inc. in the amount of **One Hundred Eighty-Eight Thousand, One Hundred Twenty-Five Dollars and Fifty-Nine Cents (\$188,125.59)** for the purchase of roofing material for Fire Station 1 and Fire Station 3 roofing projects and authorizing a fifteen percent (15%) contingency in the amount of **Twenty Eight Thousand, Two Hundred Eighteen Dollars and Eighty-Three Cents (\$28,218.83)**.

BACKGROUND

The City of Compton owns certain real property located at 201 South Acacia Avenue, Compton, CA 90220 **[Fire Station 1]** and 1133 Rosecrans Avenue, Compton, CA 90222 **[Fire Station 3]**, currently occupied by Fire Department personnel.

The emerging roof replacement projects for Fire Station 1 and Fire Station 3 require immediate attention. The existing roofs are aging and have shown signs of significant wear and damage, requiring their replacement to ensure the safety and functionality of the facilities. Facility maintenance workers are being called upon to perform a higher number of repairs to problem areas on the roof.

On November 3, 2023, City of Compton staff, The Garland Company, and state-licensed roofing contractors inspected and evaluated the recommended repairs to the roofs for both Fire Station 1 and Fire Station 3. Multiple deficiencies were noted, and staff agreed that any temporary repair to the roof might be the quickest solution but not the most efficient. Staff intends to administer the repairs to ensure the safety and structural integrity of the facilities, prevent water leaks and possible damage to the interior of the buildings, enhance the energy efficiency, and reduce maintenance costs by installing new roofing materials.

STATEMENT OF THE ISSUE

Staff is working with The Garland Company and state-licensed roofing contractors to prepare a recommendation to rehabilitate the entire roof rather than patching or adding additional layers. The Garland Company has provided a proposal for the purchase of the construction material.

To ensure the city is receiving the most cost-effective delivery method for roofing materials, this roofing project will be split into two portions: construction and the purchase of roofing materials. The Garland Company has submitted a proposal in the amount of One Hundred Eighty-Eight Thousand One Hundred Twenty-Five Dollars and Fifty-Nine Cents (\$188,125.59) to purchase roofing materials utilizing the California Multiple Awards Schedule (CMAS) Contract 4-20-56-0006B. Separating the construction and materials portion ultimately controls the cost of materials and avoids contractor markups, overruns, and costly change orders. This process has benefited this City and many other Cities throughout the State of California.

The Garland Company was awarded a multi-year contract by the State of California Multiple Award Schedules Unit (CMAS) to provide general building and construction materials to members throughout California. This procurement method complies with the City of Compton's purchasing policies per The Compton Municipal Code section 4-11-7(c). The City Council can find that it is more beneficial and economical to utilize the CMAS cooperatively purchased contract with The Garland Company, as opposed to conducting a local bid process.

The City's purchasing and contract policies are set forth in the City Municipal Code. The cost for goods or services to be purchased dictates how they are to be procured through an informal or formal bidding process. The Compton Municipal Code section 4-11.7(c) Exceptions to Competitive Bidding Requirements lists certain exemptions from the bidding process, including purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity.

A review of the State's procurement process satisfies the City's procurement requirements; thus, utilizing the State's agreements allows the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the roofing material.

FISCAL IMPACT

The estimated amount for roofing material cost is One Hundred Eighty-Eight Thousand One Hundred Twenty-Five Dollars and Fifty-Nine Cents (\$188,125.59) and staff recommends a fifteen percent (15%) contingency in the amount of Twenty-Eight Thousand Two Hundred Eighteen Dollars and Eighty-Three Cents (\$28,218.83) for a total not to exceed Two Hundred Sixteen Thousand Three Hundred Forty-Four Dollars and Forty-Two Cents (\$216,344.42). Funds for this expenditure are available in the General

Services 2023-2024 Fiscal Year Budget utilizing the American Rescue Plan Act Funds (ARPA) in Account No. 2810-640-GEN-4300.

RECOMMENDATION

Based on the significance of the emerging roof replacement projects, staff recommends that the City Council adopt the attached Resolution.

**NEBRASKA JONES
DIRECTOR OF GENERAL SERVICES**

APPROVED FOR FORWARDING:

**WILLIE A. HOPKINS, JR.
CITY MANAGER**

Attachment: Proposed Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO THE GARLAND COMPANY, INC FOR THE PROCUREMENT OF
ROOFING MATERIALS FOR FIRE STATION #1 AND FIRE STATION #3
ROOFING PROJECTS (\$188,125.59)**

WHEREAS, the certain real property located at 201 South Acacia Avenue, Compton, CA 90220 [Fire Station 1] and 1133 Rosecrans Avenue, Compton, CA 90222 [Fire Station 3], currently occupied by Fire Department personnel, and

WHEREAS, the General Services Department is responsible for maintaining the City’s administrative buildings, parks, fire stations, service yards, and leased properties; and

WHEREAS, the emerging roof replacement projects for Fire Station 1 and Fire Station 3 require immediate attention; and

WHEREAS, On November 3, 2023, City of Compton staff, The Garland Company, and state-licensed roofing contractors inspected and evaluated the recommended repairs to the roofs for both Fire Station 1 and Fire Station 3; and

WHEREAS, The Garland Company was awarded a multi-year contract by the State of California Multiple Award Schedules Unit (CMAS) to provide general building and construction materials to members throughout California; and

WHEREAS, the roofing material purchase is being made through the State of California’s (“State”) “Statewide Contract” agreements for Construction-Roofing Material, issued by the Department of General Services Procurement Division who conducted a formal Request for Proposals (“RFP”) process that identified a number of vendors to meet the needs of their departments and Subsection B “Local Government Agencies” of Section 2. “Contract Usage/Rules” of each agreement contains language that allows local government agencies to also utilize their agreements; and

WHEREAS, the Compton Municipal Code section 4-11.7(c) lists certain exemptions from the bidding process, including purchases of contract supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity; a review of the State’s procurement process satisfies the City’s procurement requirements; thus, utilizing the State’s agreements allows the City to capitalize on pricing that would not be available if staff conducted a separate Request for Quotes process for the roofing material; and

WHEREAS, to ensure the city is receiving the most cost-effective delivery method for roofing materials, this roofing project will be split into two portions: construction and the purchase of roofing materials; and

WHEREAS, The Garland Company has provided a proposal for the purchase of the construction material in the amount of One Hundred Eighty-Eight Thousand One Hundred Twenty-Five Dollars and Fifty-Nine Cents (\$188,125.59); and

WHEREAS, staff is requesting authorization of a fifteen percent (15%) contingency in the amount of Twenty-Eight Thousand Two Hundred Eighteen Dollars and Eighty-Three Cents (\$28,218.83); and

WHEREAS, funds for Fiscal Year 2023-2024 in the amount of Two Hundred Sixteen Thousand Three Hundred Forty-Four Dollars and Forty-Two Cents (\$216,344.42) are available in the 2023-2024 Fiscal Year budget in the following Account Number:

<u>Account No.</u>	<u>Fund</u>	<u>Description</u>	<u>Amount</u>
2810-640-GEN-4300	ARPA Funds	Material Purchase	\$188,125.59
2810-640-GEN-4300	ARPA Funds	15% Contingency	\$28,218.83

WHEREAS, staff is requesting the ability to efficiently manage this demand by requesting to issue purchase orders for the roofing materials and fifteen percent (15%) contingency to The Garland Company in an amount not to exceed Two Hundred Sixteen Thousand Three Hundred Forty-Four Dollars and Forty-Two Cents (\$216,344.42).

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 issue a purchase order to The Garland Company in the amount of One Hundred Eighty-Eight Thousand One Hundred Twenty-Five Dollars and Fifty-Nine Cents (\$188,125.59) from Account Number 2810-640-GEN-4300.

SECTION 2. That a fifteen percent (15%) contingency in the amount of Twenty-Eight Thousand Two Hundred Eighteen Dollars and Eighty-Three Cents (\$28,218.83) is hereby authorized.

SECTION 3. That funds in the amount not to exceed Two Hundred Sixteen Thousand Three Hundred Forty-Four Dollars and Forty-Two Cents (\$216,344.42) are available in the 2023-2024 Fiscal Year budget in Account Number 2810-640-GEN-4300.

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

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

ADOPTED this _____ day of _____, 2024.

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 _____, 2024.

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



THE GARLAND COMPANY, INC.

HIGH PERFORMANCE ROOFING AND FLOORING SYSTEMS

3800 EAST 91ST. STREET • CLEVELAND, OHIO 44105-2197

PHONE: (216) 641-7500 • FAX: (216) 641-0633

NATIONWIDE: 1-800-321-9336

November 8, 2023

Triphenia Simmons
Nebraska Jones
Erika Arteaga
City of Compton

PROJECT PROPOSAL

Re: Fire Station #1, #3 Roof Material Cost Proposal

We are pleased to provide the following quotation for roofing materials. The following materials shall be purchased utilizing the California Multiple Awards Schedule (CMAS).

Contract #: 4-20-56-0006B

Overall Material: Fire Station #1, #3

City of Compton

Material	Amount	Unit Size	Cost	Total
Dura Walk FC Primer	4	3 Gal	\$543.00	\$2,172.00
Dura Walk Base Coat WC	20	5 Gal	\$658.00	\$13,160.00
Dura Walk Top Coat WC	19	5 Gal	\$844.00	\$16,036.00
Greenlock Structural XL	6	20 Oz Tube	\$35.00	\$210.00
RMER Seal	56	Roll	\$346.00	\$19,376.00
RMER Span	10750	Sq. Ft.	\$9.75	\$104,812.50
RMER SS Flat Stock	60	Sheet	\$152.00	\$9,120.00
Tuff Stuff Natural White	25	Tube	\$21.00	\$525.00
Material Cost				\$165,411.50
Tax				\$15,714.09
Shipping Cost				\$7,000.00
Overall Total				\$188,125.59